

AGENDA ITEM 3A

**Conditional Use Permit – Multiple Family Dwellings –
Lot 2 Cimarron Woods Replat Three (southeast of the
intersection of S. 99th Street and Josephine Street**



**CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT**

CASE NUMBERS: PCUP24-0005;

FOR HEARING ON: NOVEMBER 7, 2024

REPORT PREPARED ON: OCTOBER 30, 2024

I. GENERAL INFORMATION

A. APPLICANT(S):

Pedcor Investments, LLC
Attn: Turner Lesnick
770 3rd Ave, SW
Carmel, IN 46032

B. PROPERTY OWNERS:

Pedcor Investments, LLC
Attn: Turner Lesnick
770 3rd Ave, SW
Carmel, IN 46032

C. LOCATION: Southeast of the roundabout at the intersection of S 99th Street, Josephine Avenue, and Josephine Street, generally southwest of the intersection of S 96th Street and Harrison Street.

D. LEGAL DESCRIPTION: Lot 2 Cimarron Woods Replat 3.

E. REQUESTED ACTION(S): Approval of a new Conditional Use Permit for Phase 3 of the Cimarron Terrace Apartments, which allows for the construction and operation of seven additional multiple-family residential buildings containing 138 apartment units. This is necessitated by an expiration of the previously approved CUP.

F. EXISTING ZONING AND LAND USE: R-3 High-Density Residential, Planned Unit Development (Overlay District), Gateway Corridor District (Overlay District), and Sub-Area Secondary Overlay ("Special Corridor" Overlay District). This property is currently vacant.

G. PURPOSE OF REQUEST: Applicant is seeking to construct an additional 7 apartment buildings as part of the Cimarron Terrace Apartments (buildings 8-14). The buildings would include a total of 138 apartment units (including 1, 2, and 3-bedroom units), 72 attached or detached garages, and amenities such as a playground and community garden.

H. SIZE OF SITE: Approximately 12.05 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

| <u>Direction</u> <u>From</u> <u>Subject</u> <u>Property</u> | <u>Future Land Use</u> <u>Designation</u> | <u>Current Zoning Designation</u> | <u>Surrounding</u> <u>Development</u> |
|--|--|---|--|
| North | High-Density Residential | R-3 High-Density Residential, PUD, Gateway Corridor District (Overlay District), and Sub-Area Secondary Overlay (Special Corridor Overlay District) | Cimarron Terrace Apartments Phases 1 and 2 |
| East | Medium-Density Residential | R-1 Single-Family Residential; Some parcels include the Gateway Corridor District (Overlay District) and Sub-Area Secondary Overlay (Special Corridor Overlay District) | Southwind II Neighborhood |
| South | Medium-Density Residential; Parks & Recreation | R-1 Single-Family Residential | Cimarron Woods East Neighborhood |
| West | Medium-Density Residential; Parks & Recreation | R-1 Single-Family Residential | Cimarron Woods West Neighborhood |

B. RELEVANT CASE HISTORY:

1. On March 16, 2010, City Council approved applications for the Final PUD, Final Plat, Subdivision Agreement, and Conditional Use Permit for the construction and operation of the Cimarron Terrace Apartments.
2. On October 19, 2010, City Council approved an amendment to the Conditional Use Permit to allow for the construction of the Cimarron Terrace Apartments to occur in phases (among other changes). The first phase was constructed and included 84 units and 64 garages.
3. On August 16, 2011, City Council approved a Conditional Use Permit for the second phase of the Cimarron Terrace Apartments which was constructed to include an additional 48 apartment units between two buildings and 28 garages.
4. On October 18, 2022, City Council approved of a Conditional Use Permit for the third phase of the Cimarron Terrace Apartments which was designed to include an additional 138 apartment units between seven buildings and 72 garages.

C. APPLICABLE REGULATIONS:

1. Section 5.08 of the City of La Vista Zoning Ordinance – R-3 High Density Residential
2. Section 5.15 of the City of La Vista Zoning Ordinance – PUD Planned Unit Development District (Overlay District)
3. Section 5.17 of the City of La Vista Zoning Ordinance – Gateway Corridor District (Overlay District)
4. Article 6 of the City of La Vista Zoning Ordinance – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. This application is consistent with the Future Land Use Map of the La Vista Comprehensive Plan, which designates this property for high-density residential development.
2. This application supports the following goals and policies from Chapter 4 of La Vista's Comprehensive Plan:
 - i. Live-2: Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes, and abilities.
 - ii. Move-2.4: Designate safe routes to school that maximize green streets, prioritizing improvements along those routes and marketing them to students and surrounding neighborhoods.
 - iii. Move-2.5: Create a connected network of complete streets that prioritize infrastructure for pedestrians, bicyclists, and transit riders.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Drive access to the apartment buildings in Phase 3 will be available off Josephine Court. A loop road will be constructed with this phase, connecting to S 97th Plaza to allow for multiple entrances/exits for emergency services.
2. Per the subdivision agreement executed for the Cimarron Terrace Apartments and resulting from the traffic impact analysis update submitted in 2009 (prior to the first phase), the Applicant installed (or caused to be installed) the signal poles, conduits, and service disconnects during the first phase of the development, to prepare for a traffic signal to be installed at the intersection of S 99th Street and Harrison Street. In coordination with the City of Omaha and Sarpy County, the existing signal appurtenances will need to be evaluated for condition and applicability to current standards, and the remaining traffic signal appurtenances (including at a minimum the mast arms, signals, signage, and controller

cabinet) are to be installed when the intersection meets signalization warrants, as determined by the City of Omaha and Sarpy County.

3. The City of Omaha conducted a study of the intersection of 99th Street and Harrison in 2021 to determine if the intersection met signal warrants. At that time the intersection did not meet the required warrants to install and operate signal at that intersection. The City of Omaha will be updating the study in the coming weeks to see if the intersection meets the required warrants.
4. Included in the packet is a letter from the City Engineer to the legal representation for Pedcor Investments that details the requirement for a pre-construction and a post-construction inspection of 99th Street and any streets used in the construction of Phase III of the Cimarron Terrace Apartments. The City would then notify Pedcor of any damaged infrastructure that needs to be corrected.
5. This phase includes two pedestrian access points from the loop road to the Cimarron Woods trail system, to improve walkability and recreational opportunities for residents. Upon completion of the phase currently under construction, and a future phase of the Applewood Creek Trail, residents will have access to the West Papio Trail and the various trails connected to it.

D. UTILITIES:

1. The property has access to all necessary utilities.

E. PARKING REQUIREMENTS:

1. The minimum off-street parking stall requirements for the proposed development per Section 7.06 of the La Vista Zoning Ordinance and the number of existing/proposed parking stalls for each phase in the development are as follows:

| <u>Phase</u> | <u>Surface Parking Stalls</u> | <u>Garage Parking Stalls</u> | <u>Provided Stalls</u> | <u>Required Stalls</u> |
|--------------|-------------------------------|------------------------------|------------------------|------------------------|
| 1 | 153 | 64 | 217 | 168 |
| 2 | 67 | 28 | 95 | 96 |
| 3 | 176 | 72 | 248 | 264 |
| Total | 396 | 164 | 560 | 528 |

2. The proposed number of provided off-street parking stalls for the Cimarron Terrace Apartments exceeds the minimum number of stalls required by Section 7.06 of the La Vista Zoning Ordinance by 32 stalls. The original Planned Unit Development approved 3/16/2010 allows for shared parking between the

three properties/phases, allowing for the slight stall deficit in Phases 2 and 3 due to the large surplus provided in Phase 1.

3. Per Section 7.05.09, multi-family housing developments shall provide a minimum of 0.5 enclosed garages per unit, but these garages may count toward the total number of parking spaces required. With 270 units between the three phases, this requirement for the Cimarron Terrace Apartments is to provide a minimum of 135 garage stalls. This complex will exceed this requirement by an additional 29 garage stalls.

IV. REVIEW COMMENTS:

1. The proposed site plan is generally consistent with the Final PUD plan approved by the La Vista City Council on March 16, 2010.
2. The building design and landscaping plan for Phase 3 of the Cimarron Terrace Apartments was approved on January 17, 2023. The building design and materials used will match the existing development.
3. The applicant held a neighborhood meeting regarding this application on September 25, 2024 after notifying residents of the Cimarron Woods HOA and the Cimarron Woods Villas HOA. Three individuals from the Cimarron Woods area were in attendance.
4. The original Conditional Use Permit required construction activities to start on the Property within twelve (12) months of the October 18, 2022 approval date. On October 18, 2023 a one-year administrative extension was granted as allowed as per Section 6.04.01 of the Zoning Ordinance. However, after the expiration of the administrative extension takes place, the applicant is required to reapply to both the Planning Commission and City Council for further approval(s) as per Section 6.04.01.03 of the Zoning Ordinance.
5. A draft Conditional Use Permit including exhibits, and the CUP plan set are attached to this staff report.

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT AMENDMENT:

Staff recommends approval of the Conditional Use Permit for the Cimarron Terrace Apartments Phase 3, subject to satisfaction of all applicable requirements, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

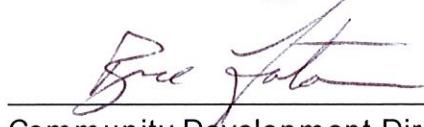
VI. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Pre/Post Construction Conditions Letter
- C. Draft Conditional Use Permit

VII. COPIES OF REPORT SENT TO:

- A. Turner Lesnick, Pedcor Investments, LLC
- B. Kyle Haase, E&A Consulting Group, Inc.
- C. Brett Conyers, E&A Consulting Group, Inc.
- D. Public Upon Request


Prepared by: Deputy Community Development Director

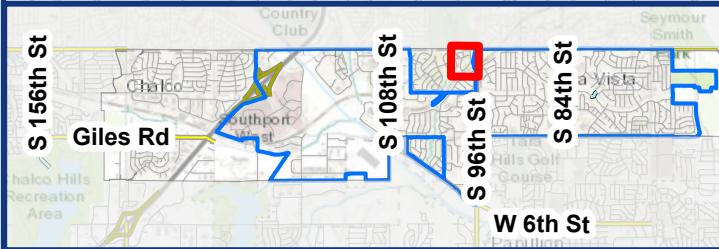

Community Development Director

10/30/24
Date

Harrison Street



Vicinity Map: Cimarron Terrace Phase 3 Conditional Use Permit



Legend

- La Vista Parcels
- Proposed Site



November 14, 2022

SID 237 of Sarpy County Nebraska
c/o John Fullenkamp
Fullenkamp, Jobeun, Johnson & Beller
11440 West Center Road, Suite C
Omaha, NE, 68144

RE: Cimarron Terrace Phase III, Lot 2 Cimarron Woods Replat 3
Conditional Use Permit
La Vista City Council Action

Mr. Fullenkamp:

As you may have been made aware, on October 18, 2022, the La Vista City Council approved the Conditional Use Permit (CUP) for Phase III of the Cimarron Terrace Apartments generally located to the northeast of the SID. As an amended condition of the CUP, City Council directed Pedcor Investments, LLC (Pedcor), the Applicant, to repair any of the public infrastructure that is caused by the construction of Phase III to the satisfaction of the City. As to ensure the public infrastructure remains in satisfactory condition, the SID shall document the before and after conditions of the intersection of 99th and Harrison Streets, 99th Street from Harrison Street to Josephine Avenue, the roundabout intersection of 99th Street and Josephine Avenue, and any other public streets within SID 237 that are used for the construction of Phase III of the Cimarron Terrace Apartments.

The pre-construction conditions shall be documented prior to the issuance of building permit for Phase III, and the post-construction conditions shall be documented at the time the Pedcor's Engineer/Architect certifies the construction to be completed on Phase III, prior to the issuance of Certificate of Occupancy for the last building of Phase III. The SID shall use a means of documentation acceptable to the City, such as photographic, video, aerial, and/or field notes and sketches to determine the pre-construction and post-construction documentation for submittal to myself, the City Engineer, and Jeff Sinnett, Chief Building Official. Once reviewed, the City will notify Pedcor and the SID of any damaged infrastructure that will need to be corrected, and to which construction standards said corrections will need to be made, likely the current edition of the City of Omaha Standard Specifications for Public Works Construction, and the applicable current edition of the City of Omaha Standard Plates.

Thank you for your attention to this matter. Please contact me should you have any questions.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 :
402.331.4375 :

Community Development
8116 Park View Blvd.
402.593.6400 :
402.593.6445 :

Library
9110 Giles Rd.
402.537.3900 :
402.537.3902 :

Police
7701 S. 96th St.
402.331.1582 :
402.331.7210 :

Public Works
9900 Portal Rd.
402.331.8927 :
402.331.1051 :

Recreation
8116 Park View Blvd.
402.331.3455 :
402.331.0299 :



Sincerely,

Patrick M. Dowse, City Engineer

Cc:

Ms. Pam Buethe, City Clerk

Ms. Brenda Gunn, City Administrator

Mr. Joe Soucie, Public Works Director

Mr. Jeff Sinnott, Chief Building Official

Mr. Bruce Fountain, Community Development Director

Mr. Chris Solberg, Deputy Community Development Director

Mr. Larry Jobeun, Counsel, FJJB Law

Mr. Turner Lesnick, Pedcor Investments LLC

Mr. Bob Czerwinski, SID Manager, E&A Consulting Group

Mr. Brett Conyers, Project Engineer, E&A Consulting Group

File

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**CITY OF LAVISTA
CONDITIONAL USE PERMIT**

**Conditional Use Permit for Multiple Family Dwellings
(Cimarron Terrace Apartments – Phase 3)
Lot 2 Cimarron Terrace Replat Three**

This Conditional Use Permit is issued this 5th day of November 2024 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Pedcor Investments, A Limited Liability Company, a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner was granted a Conditional Use Permits by the City Council of the City of La Vista on October 19, 2010 and August 16, 2011 to construct and operate the first two phases a multiple family dwelling complex to be known as the Cimarron Terrace Apartments upon Lot 1 Cimarron Woods Replat Two and Lot 1 Cimarron Woods Replat Three, subdivisions in Sarpy County, Nebraska; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating additional multiple family dwellings (Phase 3) as part of the Cimarron Terrace Apartment Complex on Lot 2 Cimarron Terrace Replat Three, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat'; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

Conditions of the Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
 - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit " B ".
 - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
 - c. Architectural review of the building design, landscaping, and lighting must be completed prior to issuance of building permits, and the foregoing plans are approved as shown in Exhibits " D " through " F ".
 - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-2 Cimarron Woods Replat Three ("Final Plat"),

Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "B". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.
- h. Owner shall obtain all required permits for the Uses from the City of La Vista.
- i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 2 Cimarron Terrace Replat Three is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "E") and the requirements of the Gateway Corridor District.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
- b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.

- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
- 4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
 - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
- 5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
- 6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.
- 7. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
- 9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- 10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written

notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: Pedcor Investments, A Limited Liability Company
770 3rd Avenue, SW
Carmel, IN 46032

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits. The following exhibits are incorporated herein by reference:

| | |
|--------------|-------------------------------|
| Exhibit "A": | Plat |
| Exhibit "B": | Site Plan |
| Exhibit "C": | Operating Statement |
| Exhibit "D": | Building Elevation Renderings |
| Exhibit "E": | Landscaping Plan |
| Exhibit "F": | Lighting Plan |

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A Buethe, CMC
City Clerk

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA

)
)
)

COUNTY OF SARPY

On this _____ day of _____, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

CONSENT AND AGREEMENT The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by Owner to be performed or discharged.

Owner:

Pedcor Investments, A Limited Liability Company

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF)

On this _____ day of _____, 2024, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Pedcor Investments, A Limited Liability Company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

2011-22565

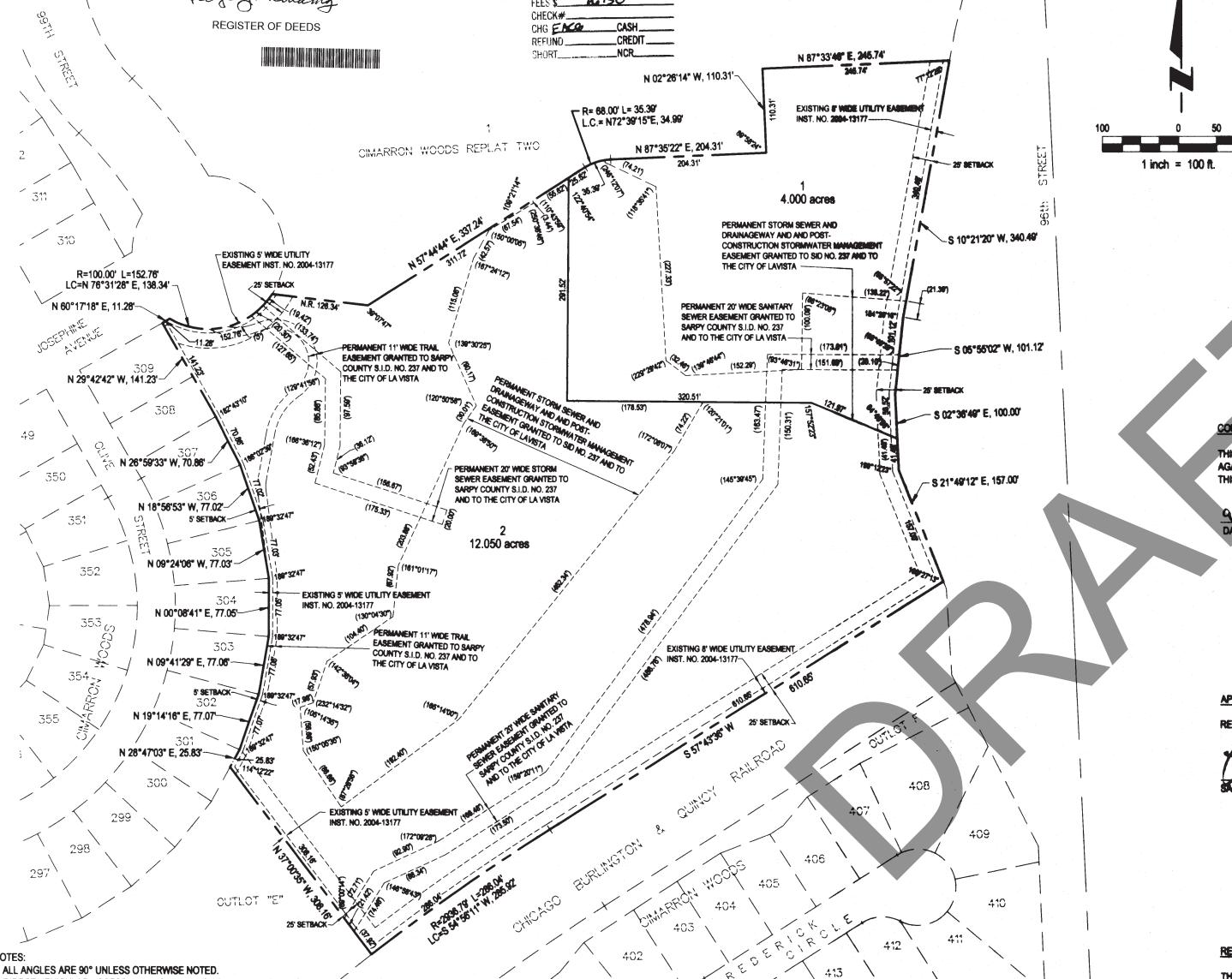
09/15/2011 8:49:19 AM

Floyd J. Douling

REGISTER OF DEEDS



RECEIVED LM C.E. LM
VERIFY LM MA DE P
PROOF
FEES \$ 16.50
CHECK#
CHG EXCO CASH
REFUND CREDIT
SHORT NCR



| Proj No: | P2002153.013 | Revisions | 6-1-11 |
|--------------|--------------|-----------|--------|
| Designed By: | MAW | Date | |
| Drawn By: | TRH | | |
| Scale: | 1" = 100' | | |
| Sheet | 1 | of | 1 |

ADMINISTRATIVE PLAT

ADMINISTRATIVE PLAT - LOT SPLIT CITY OF LA VISTA, NEBRASKA

2011-22565

CIMARRON WOODS REPLAT THREE
BEING A REPLAT OF ALL OF LOT 2, CIMARRON WOODS REPLAT TWO,
A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT
PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOT BEING
PLATED.



AUG-31-2011
DATE

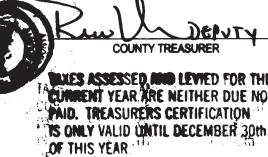
LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENTS
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- EXIST. EASEMENTS

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT
AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN
THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

9/1/11
DATE
REINHOLD DEPUTY
COUNTY TREASURER



NOTES ASSESSED AND LEVIED FOR THE
CURRENT YEAR ARE NEITHER DUE NOR
PAID. TREASURER'S CERTIFICATION
IS ONLY VALID UNTIL DECEMBER 30TH
OF THIS YEAR

ACKNOWLEDGMENT OF NOTARY

STATE OF Nebraska
COUNTY OF La Vista
ON THIS 15 DAY OF September 2011, BEFORE ME A NOTARY PUBLIC, DULY
COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED THOMAS G. CROWE,
EXECUTIVE VICE PRESIDENT OF PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY,
PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAME IS AFFIXED TO
THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE
HIS VOLUNTARY ACT AND DEED, AS SAID OFFICER OF SAID COMPANY.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

Karen Dillon ROTH
Notary Public - Seal
State of Indiana
My Commission Expires Aug 18, 2016

APPROVAL OF SARPY COUNTY REGISTER OF DEEDS
RECORDED ON THIS 15 DAY OF September 2011
09-15-2011
DATE
Floyd J. Douling
SARPY COUNTY REGISTER OF DEEDS

REVIEW OF SARPY COUNTY PUBLIC WORKS

THIS PLAT OF CIMARRON WOODS REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS
REVIEWED BY THE OFFICE OF THE SARPY COUNTY SURVEYOR.

Sept 1, 2011
DATE
SARPY COUNTY ENGINEER/SURVEYOR



APPROVAL OF CITY OF LA VISTA

THIS ADMINISTRATIVE PLAT - LOT SPLIT WAS APPROVED BY THE CITY OF LA VISTA THIS
15th DAY OF AUGUST 2011.

ATTEST: La Vista City Clerk
CITY CLERK



MAYOR: John S. Sauer
CHIEF BUILDING OFFICIAL

CIMARRON WOODS REPLAT THREE

LOTS 1 AND 2

LA VISTA, NEBRASKA



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET • OMAHA, NE 68154
PHONE: (402) 866-1700 • FAX: (402) 866-3599
www.eacg.com

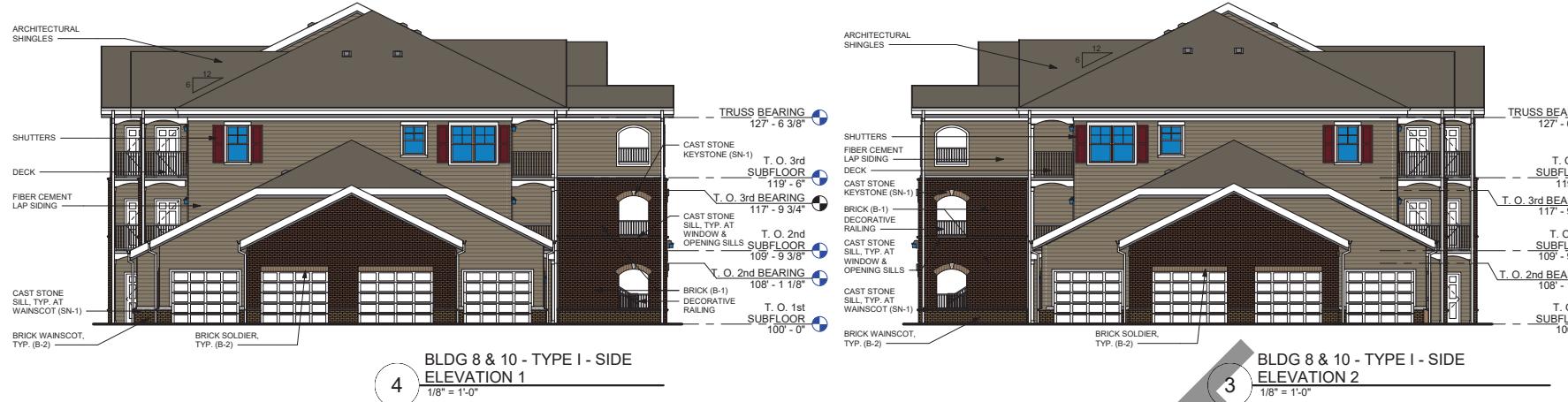
Exhibit A

2011-22565

Cimarron Terrace Apartment Homes – Phase 3
Operational Statement

Cimarron Terrace Apartment Homes – Phase 3 will consist of seven residential buildings, providing a total of 138 units (1BR x 36, 2BR x 78, 3BR x 24). This development will also provide a community garden, playground, and seventy-two attached or detached garages.

| | 1 Bedrooms | 2 Bedrooms | 3 Bedrooms |
|------------------------------------|------------|------------|------------|
| Building 8 | 0 | 12 | 6 |
| Building 9 | 0 | 12 | 0 |
| Building 10 | 0 | 12 | 6 |
| Building 11 | 12 | 12 | 0 |
| Building 12 | 12 | 12 | 0 |
| Building 13 | 12 | 6 | 0 |
| Building 14 | 0 | 12 | 12 |
| TOTAL | 36 | 78 | 24 |
| Surface Parking Stalls: | 176 | | |
| Attached Garages: | 48 | | |
| Detached Garages: | 24 | | |
| Total Parking Spaces: | 72 | | |



REFERENCE G-003 FOR GENERAL NOTES
REFERENCE A-101 FOR PLAN LEGEND

PRINTS ISSUED
06/24/22 PROGRESS SET CDs

REVISIONS:

MATERIAL LEGEND

| | |
|---|--|
| S-1 | <input checked="" type="checkbox"/> PREFINISHED FIBER LAP SIDING JAMES HARDIE WOODSTOCK BROWN |
| B-1 | <input checked="" type="checkbox"/> FACE BRICK BRICKCRAFT OLD INDIANA |
| B-2 | <input checked="" type="checkbox"/> FACE BRICK - WAINSCT BRICKCRAFT CRAFT COUNTRYROAD |
| SN-1 | <input checked="" type="checkbox"/> LIMESTONE ACCENT BIG CREEK LIMESTONE BUFF |
| SH-1 | <input checked="" type="checkbox"/> ARCHITECTURAL SHINGLES GAT TIMBERLINE WEATHERWOOD |
| T-1 | <input checked="" type="checkbox"/> PREFINISHED FIBER TRIM JAMES HARDIE WHITE |
|  | <input checked="" type="checkbox"/> SHUTTERS MID-AMERICA STANDARD RAISED PANEL #167 BORDEAUX |
|  | <input checked="" type="checkbox"/> KEYSSTONE LIMESTONE ACCENT COLOR |

Exhibit D



ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

5526 Grand Boulevard
Kansas City, MO 64108-1404
: 816.472.1448
www.rosemann.com



**BLDG 8 & 10 - TYPE I - REAR
ELEVATION**



1 BLDG 8 & 10 - TYPE I - FRONT ELEVATION

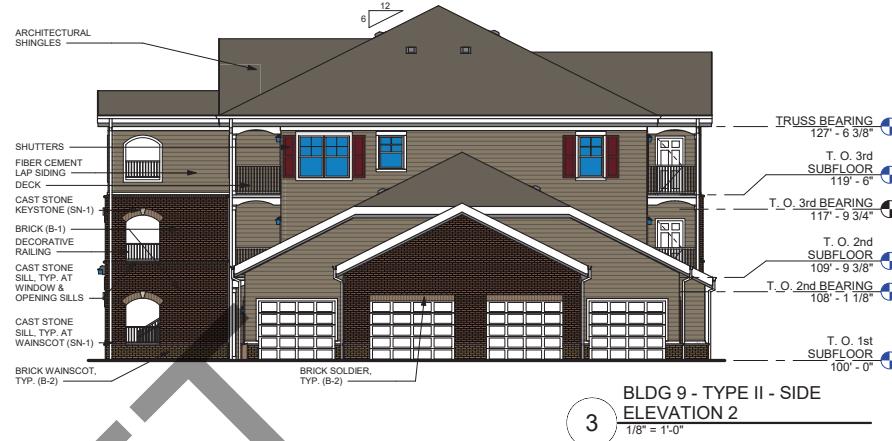
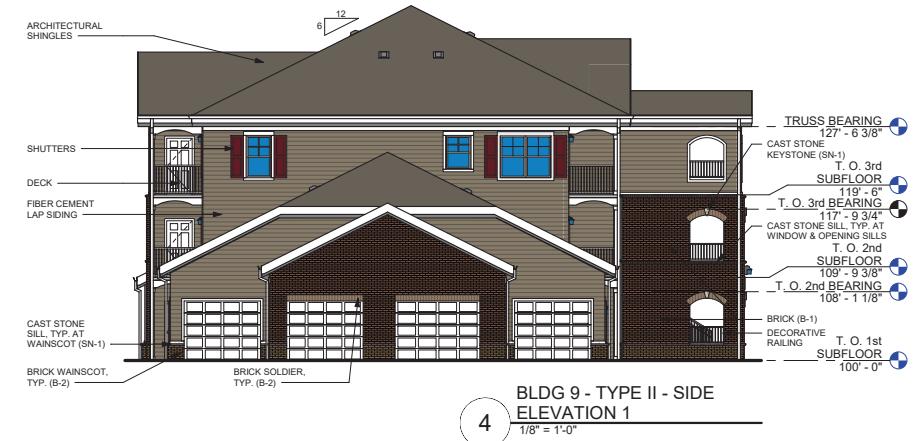
CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDINGS 8 & 10 - TYPE I - 12B6C

PROJECT NUMBER: 22034

SHEET NUMBER:

A201





4 BLDG 11 - TYPE III - SIDE ELEVATION 1
1/8" = 1'-0"



3 BLDG 11 - TYPE III - SIDE ELEVATION 2
1/8" = 1'-0"



2 BLDG 11 - TYPE III - REAR ELEVATION
1/8" = 1'-0"



1 BLDG 11 - TYPE III - FRONT ELEVATION
1/8" = 1'-0"

CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

A204

REFERENCE G-003 FOR GENERAL NOTES
REFERENCE A-101 FOR PLAN LEGEND
REFERENCE A-201 FOR MATERIAL LEGEND

BLDG 12 - TYPE III - SIDE ELEVATION 2

BLDG 12 - TYPE III - REAR ELEVATION

BLDG 12 - TYPE III - FRONT ELEVATION

1

2

3

4







ATES PC
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com

CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 13 - TYPE IV - 12A6B

PROJECT NUMBER: 22034

SHEET NUMBER:

A205





BLDG 14 - TYPE V - SIDE
ELEVATION 1
4
1/8" = 1'-0"



BLDG 14 - TYPE V - SIDE
ELEVATION 2
3
1/8" = 1'-0"



BLDG 14 - TYPE V - REAR
ELEVATION
2
1" = 10'-0"



BLDG 14 - TYPE V - FRONT
ELEVATION
1
1" = 10'-0"

CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

SHEET TITLE
EXTERIOR ELEVATIONS -
BUILDING 14 - TYPE V - 12B12C
PROJECT NUMBER: 22034
SHEET NUMBER:

A206

rosemann & ASSOCIATES PC
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
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CIMARRON TERRACE III
9852 JOSEPHINE CT.
LA VISTA, NEBRASKA 68128

Sheet Title: EXTERIOR ELEVATIONS - GARAGES & MAIL KIOSK
Project Number: 22034
Sheet Number:

A207

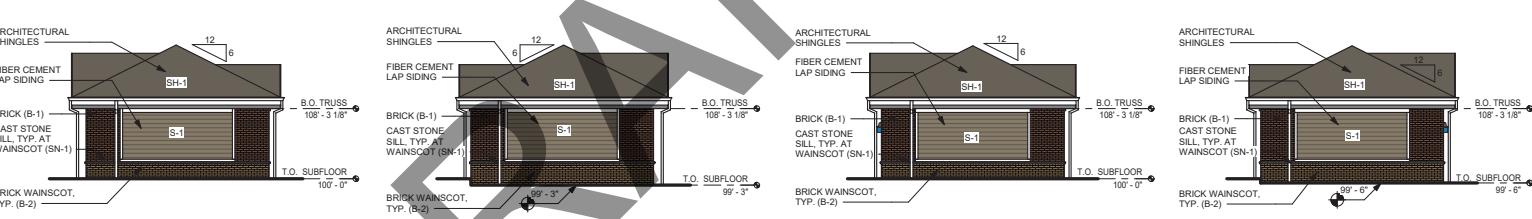
REFERENCE G-003 FOR GENERAL NOTES
REFERENCE A-101 FOR PLAN LEGEND
REFERENCE A-201 FOR MATERIAL LEGEND



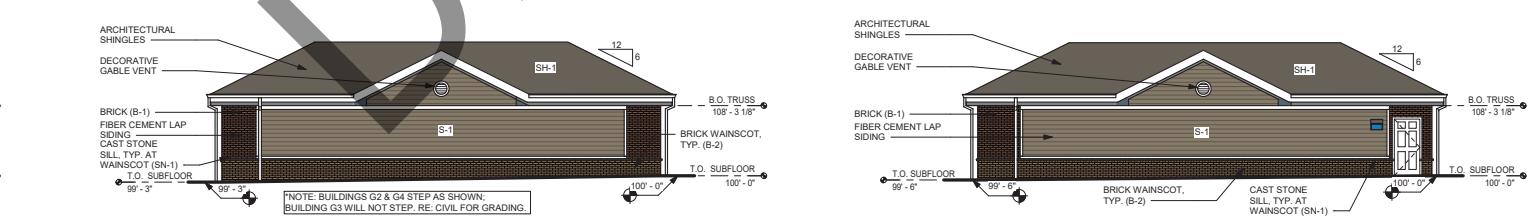
16 GARAGE 8-BAY - TYPE III
- LEFT ELEVATION
1/8" = 1'-0"



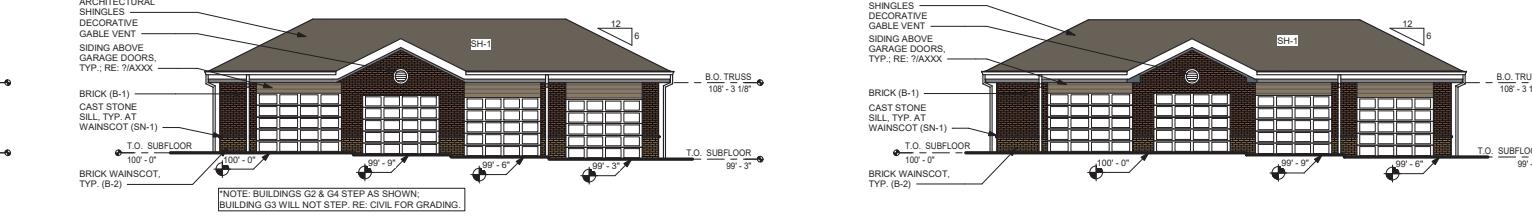
15 GARAGE 8-BAY - TYPE III
- REAR ELEVATION
1/8" = 1'-0"



12 GARAGE 8-BAY - TYPE III -
FRONT ELEVATION
1/8" = 1'-0"



10 GARAGE 4-BAY - TYPE II -
LEFT ELEVATION
1/8" = 1'-0"



9 GARAGE 4-BAY - TYPE II -
RIGHT ELEVATION
1/8" = 1'-0"

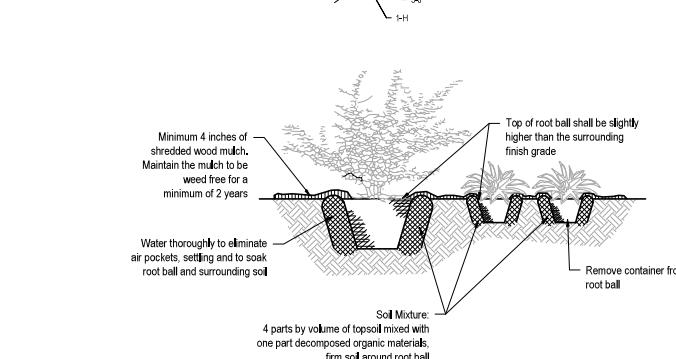
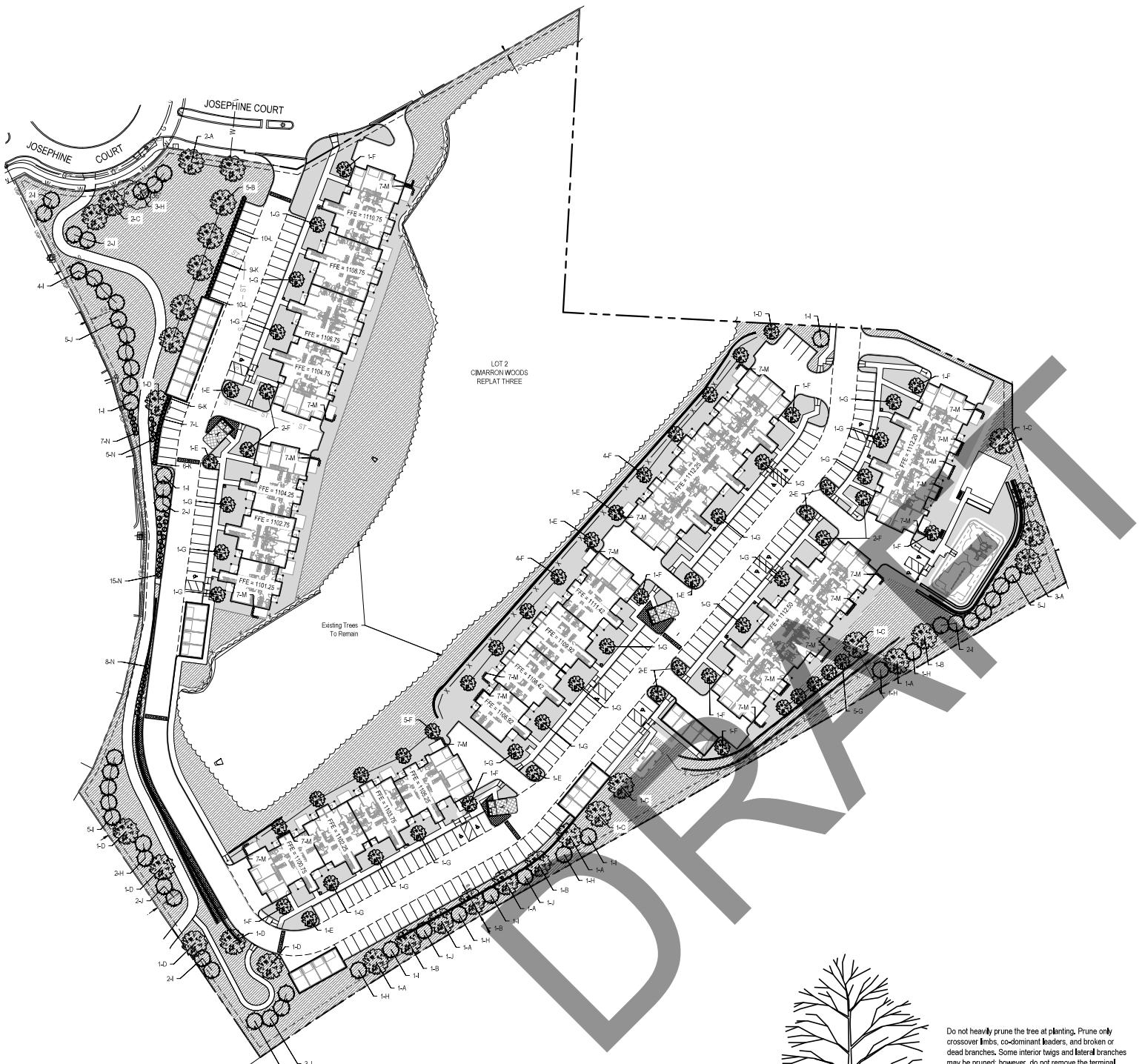
8 GARAGE 4-BAY - TYPE I -
LEFT ELEVATION
1/8" = 1'-0"

7 GARAGE 4-BAY - TYPE I -
RIGHT ELEVATION
1/8" = 1'-0"

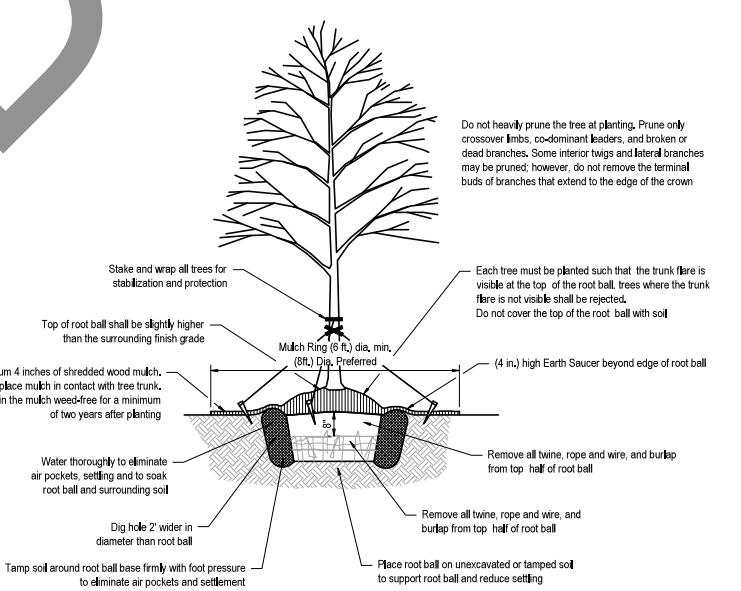
4 GARAGE 4-BAY - TYPE I -
REAR ELEVATION
1/8" = 1'-0"

2 GARAGE 4-BAY - TYPE II -
FRONT ELEVATION
1/8" = 1'-0"

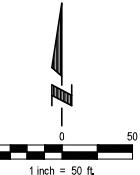
1 GARAGE 4-BAY - TYPE I -
FRONT ELEVATION
1/8" = 1'-0"



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE



PLANT SCHEDULE

| SYM | QTY | BOTANICAL NAME | COMMON NAME | SIZE | TYPE |
|-----|-----|--|-----------------------------|--------------|------|
| A | 10 | Quercus rubra | Northern Red Oak | 2" | B&B |
| B | 9 | Quercus bicolor | Swamp White Oak | 2 1/2" | B&B |
| C | 6 | Gleditsia triacanthos 'Skyline' | Skyline Honeylocust | 2" | B&B |
| D | 7 | Celtis occidentalis 'Prairie Pride' | Prairie Pride Hackberry | 2 1/2" | B&B |
| E | 11 | Gleditsia triacanthos 'Christie' | Halka Honeylocust | 2 1/2" | B&B |
| F | 26 | Acer freemanii 'Armstrong' | Armstrong Maple | 2" | B&B |
| G | 25 | Tilia x flavescens 'Glenleven' | Glenleven Littleleaf Linden | 2 1/2" | B&B |
| H | 11 | Pinus flexilis 'Vanderwolf' | Vanderwolf Pine | 6'-7' | B&B |
| I | 21 | Picea pungens | Colorado Blue Spruce | 6'-7' | B&B |
| J | 21 | Picea glauca | Black Hills Spruce | 6'-7' | B&B |
| K | 21 | Juniperus chinensis 'Sea Green' | Sea Green Juniper | 5 Gal. Cont. | |
| L | 27 | Lilac Palibin (Syringa meyeri) | Palibin Dwarf Lilac | 5 Gal. Cont. | |
| M | 154 | Calamagrostis x acutiflora 'Karl Foerster' | Karl Foerster Grass | 2 Gal. Cont. | |
| N | 35 | Juniperus scopulorum 'Skyrocket' | Skyrocket Juniper | 6'-7' | B&B |

TREE NOTES:

1. Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

LEGEND:

- Areas to be installed with sod & irrigation.
- Areas to be installed with seed & matting.
- Areas to be installed with 3' of river rock with weed barrier fabric.

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 12' minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

SODDING NOTES:

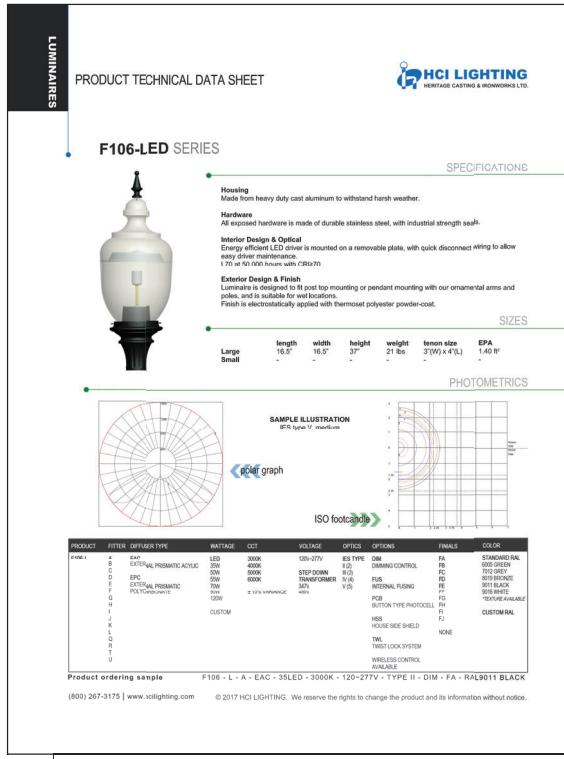
1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sodded area. Fertilizer applied under this item shall be incorporated with the topsoil a depth of at least two inches before the sod is laid unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, rolling, raking or other approved methods.
4. The soil on which the sod is laid shall be reasonably moist and shall be watered, if directed. The sod shall be laid smoothly edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod beat by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure knitting and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the rootbed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to re-establish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-added as specified under this item.
7. In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
8. Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

IRRIGATION NOTES:

1. Irrigation bid to include meter pit and city utility fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES:

1. Seeding shall be Superfif! II no rye (sod grower) lateral spread tall fescue kentucky bluegrass mixture from United Seeds, Inc. Planting method and seeding rate shall be 10 lbs per 1,000 sq ft. Seeding dates: March-June, dormant seeding: December-March.
2. Matting shall be installed over all seeding areas (S75 - NAG Single Net Straw Matting OR EQUIVALENT).
3. Contractor to coordinate work with other amenities contractors.





October 25th, 2024

La Vista Planning Commission
8116 Park View Boulevard,
La Vista, NE 68128

Commissioners,

We are reaching out to you to provide additional information as a follow-up to the events that took place during the October 17th Planning Commission meeting relating to the conditional use permit application that we (Pedcor) have made for the construction of Cimarron Terrace Apartment Homes – Phase 3.

First, we would like to note that no part of the development plan for Cimarron Terrace III is in violation of any underlying zoning ordinances, PUD documents, or overlay district regulations. In fact, in an effort to partner with the neighborhood beyond what is required of us, we have made several adaptations to the development plan that directly addresses the concerns of neighbors. These adaptations have included:

1. a reduction in overall units from 144 (which is what had historically been approved in the original PUD approved by City Council) to 138 units,
2. an increase in landscaping along the western property line which is above and beyond what is required under city code,
3. the incorporation of a barrier curb along the drive isle closest to the walking trail to minimize the risk of accidents, and
4. the redesign of our photometric lighting plan to eliminate light spillover onto any neighboring lots.

As you recall, there were individuals who had dissenting opinion on the development of Cimarron Terrace – Phase 3. It is these concerns that we are hoping to address in this letter. These concerns focused on the historical operations of the existing apartment complex and not the legality or suitability of the apartment use itself. Although some neighbors may have a preference towards Pedcor not developing Phase 3, each of those homeowners purchased their home or lot after Pedcor's overall site plan for the community was approved via conditional use permit and made available to the public in 2010. Although the conditional use permit approved in 2022 has expired, the underlying zoning of "R-3 High Density Residential" remains.

In order to address the concerns voiced relating to management/maintenance issues, we conducted a thorough internal investigation to determine (1) if these issues occurred, (2) if they did occur, what was the reason for the occurrence, and (3) how to prevent similar occurrences from occurring in the future.

Concern #1: Tarps on Roofs

On July 12, 2023, a large portion of eastern Nebraska, including the Omaha Metropolitan area was struck by a large storm that caused significant damage and resulted in approximately 33,000 people losing power. See the excerpt from an article posted by the National Weather Service detailing notable weather events of 2023:

"A significant damaging wind storm tracked across nearly all of eastern Nebraska and western Iowa on the morning of July 12. These storms produced widespread winds of 60 to 80 mph, with embedded stronger downbursts with wind speeds up to 100 mph. The strongest measured wind gust was 82 mph near Uehling in Dodge County, but some of the high-end straight-line wind damage supported embedded wind speeds up to 100 mph.

This system also produced a few embedded tornadoes. The strongest tornado was rated an EF-2 and occurred in Harrison County. It started south of Logan and traveled for 9.4 miles to the southeast before it terminated near Persia. The tornado damaged a home, some outbuildings, and caused substantial tree damage. The peak winds were estimated at 120 mph. In addition to the EF-2 tornado, four were rated EF-1, and 2 others were rated EF-0. Some of the tornado tracks were only identified by narrow swaths of damage through mature cornfields, with minimal damage otherwise and peak wind speeds similar to the nearby downburst winds. All but one of the tornadoes was preceded by a Wireless Emergency Alert. There were 0 reported injuries or fatalities. Additionally, approximately 33,000 customers lost power as the strong winds downed power poles and lines across the Omaha metro area."

<https://www.weather.gov/oax/2023TopEvents#:~:text=A%20powerful%20winter%20storm%20impacted,a%20COOP%20observer%20near%20Orchard.>

This storm inflicted roof damage to three of our existing buildings caused by high winds and hail. Based on storm reports, maintenance records, and aerial imagery, we have concluded that there were tarps parts of the roofs of three buildings in late July of 2023. Two of these buildings had damage that resulted in a roof replacements completed in August of 2023. The third building (which had more major damage) was also in need of a roof replacement. This process did take longer than expected but resulted in the completion of the work in July of 2024 due to budgetary constraints. The major implication that this had on the surrounding residents was purely aesthetic due to the bright blue color of the tarps that were used. Looking forward, Pedcor will request that any roofing contractors utilize a less visually impactful color of tarp such as black, brown, gray, etc.

Concern #2: Pool Operations

Pedcor has consistently provided an operational community pool to tenants of the Cimarron Terrace Apartment Community since its construction in 2010 with very few exceptions. The pool has been opened each year with the exception of COVID years in 2020 and 2021 due to the global pandemic where all public spaces like this were closed due to health concerns. Outside of 2020 and 2021, the policy of the community is to have the pool open from Memorial Day until Labor Day which is in line with other public and semi-public pools in Omaha. This can be independently verified by inspecting Google Earth historical aerial imagery where an opened pool is apparent during all images taken during normal pool operating months.

From time to time, there are reasons why the pool must be temporarily closed due to maintenance or other concerns. For example, in 2023, the pool was opened on Memorial Day but was later closed due to debris in the pool caused by the July 12th storm described above. This debris led to issues with the chlorination system and with the pool pump. Until these items were resolved, we could not operate the pool. Fortunately, these issues were resolved quickly, and the pool was reopened before Labor day.

Pedcor currently employs a maintenance team on site that is capable of normal ongoing maintenance for the pool and does not expect any issues with the operations of the pool going forward.

Concern #3: Ongoing Maintenance Issues

It is a priority that all of Pedcor's properties, including Cimarron Terrace, are managed and maintained to the highest standard possible. With over three decades of property management experience, Pedcor has a very experienced team to ensure that our properties properly reflect the company by being a safe, high quality, and affordable place for people to call home.

When the concerns over long-standing and ongoing maintenance issues were brought to our attention, we conducted an internal review of all available data that we had on file. For context, because Cimarron Terrace is a Low-Income Housing Tax Credit (LIHTC) community, it is subject to the highest degree of scrutiny by multiple agencies and entities to ensure that the tenants are protected, and the investment is maintained. These entities include Pedcor, the Nebraska Investment Finance Authority, the Sarpy County Housing Authority, the City of La Vista building inspection department, and Wells Fargo Bank. Each of these entities has their own protocol for conducting onsite visits to ensure that the property does not show any evidence of deferred maintenance and remains in compliance with all applicable local, state, and federal rules and regulations surrounding housing. This reality of immense oversight results in Cimarron Terrace being one of the most regulated developments in the state, even more than a single-family community with an HOA, or a market rate apartment development.

Evaluation of the last decade of inspection reports indicates that Cimarron Terrace is a well-maintained community. The only major site maintenance issue identified across these reports was the need for concrete patching/replacement in some areas of the community. This was identified by NIFA and was remedied in a timely manner. Allegations or insinuations that Pedcor does not manage its properties to a reasonable standard are baseless and untrue. For example, another property that was developed by Pedcor and is managed by Pedcor Management is Irvington Heights in Omaha. This property was inspected by the city of Omaha in 2024 under the city's Rental Registration and Inspection program and was found to have ZERO deficiencies. As with any structure that is approaching 15 years old, there will be ongoing maintenance, but Pedcor remains responsible to the previously mentioned entities to ensure that any maintenance issues need to be addressed. With no record of persistent ongoing maintenance issues with Cimarron Terrace over the last 14 years, or other properties owned by Pedcor in the Omaha area, we stand confident that we will be able to manage and maintain all three phases of Cimarron Terrace to the appropriate standard.

Concern #4: Traffic

In 2004, the Cimarron Woods PUD was proposed to the City of La Vista by Torco Development (not related to, or affiliated with, Pedcor in any way) to include the development of roughly 225 acres of property into a community comprised of 379 single family lots and 1 multifamily lot. The developer (Torco) performed a traffic study which was provided to the city. The city's determination (which is reflected in the PUD document) was that the City shall determine when traffic control and/or signalization at the intersection of 99th Street and Harrison Street is appropriate.

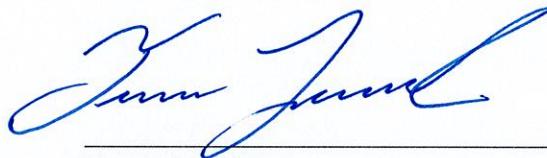
In 2008, Pedcor engaged with Torco to purchase the tract previously dedicated as multifamily in the 2004 PUD. At this time, Pedcor hired a third party consultant to produce a traffic study which also did not indicate the need for a traffic study at that time. Additionally, Pat Dowse at the City of La Vista has informed us that there was a traffic study done in 2022 which indicated that a traffic signal may be warranted after phase 3 of Cimarron Terrace is completed. Years ago, there was an agreement made between Pedcor, the City of La Vista, and the City of Omaha for the signalization of 99th & Harrison. As part of this agreement, Pedcor fulfilled its obligations by paying a fee for its share of the traffic light. These funds went to pay for the installation of the underground infrastructure for this traffic signal in the future. Upon completion of Cimarron Terrace, it is my understanding that the city of Omaha will be on the hook for the installation of the light. Pedcor agrees that once Cimarron Terrace III is completed, this intersection needs a traffic light, but it maintains the position that it is the obligation of the city, not Pedcor.

It is also important to note that the Cimarron Woods PUD was originally approved for a total of 276 apartment units. Pedcor has REDUCED this number to 270.

Pedcor has consistently upheld its obligations as a developer and property manager for both Cimarron Terrace I & II while also proposing the development of phase 3 entirely within the constraints of the existing underlying zoning. Additionally, Pedcor has made every possible effort to go above and beyond by working with the neighbors to come up with viable compromises.

Pedcor has also reached out to all of the dissenting voices that were in attendance during the previous planning commission hearing to further hear/understand their concerns. As always, we are more than willing to have conversations with any Commissioners that would like more information that is not provided above. There will also be a representative from Pedcor Management in attendance that is knowledgeable about the property to answer any other questions.

Thank you,



Turner Lesnick
AVP, Development
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