



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO TRAVIS PROSSER OF THE LA VISTA PUBLIC WORKS DEPARTMENT, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Travis Prosser**, has served the City of La Vista since December 27, 2004 and

WHEREAS, **Travis Prosser's** input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Travis Prosser** on behalf of the City of La Vista for 10 years of service to the City.

DATED THIS 6TH DAY OF JANUARY, 2015

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Mike Crawford  
Councilmember, Ward I

\_\_\_\_\_  
Kim J. Thomas  
Councilmember, Ward I

\_\_\_\_\_  
Ronald Sheehan  
Councilmember, Ward II

\_\_\_\_\_  
Terrilyn Quick  
Councilmember, Ward II

\_\_\_\_\_  
Deb Hale  
Councilmember, Ward III

\_\_\_\_\_  
Alan W. Ronan  
Councilmember, Ward III

\_\_\_\_\_  
Kelly R. Sell  
Councilmember, Ward IV

\_\_\_\_\_  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk





CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO MITCH BEAUMONT OF THE LA VISTA ADMINISTRATION DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Mitch Beaumont, has served the City of La Vista since December 14, 2009 and

WHEREAS, Mitch Beaumont's input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to Mitch Beaumont on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 6TH DAY OF JANUARY, 2015

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Mike Crawford  
Councilmember, Ward I

\_\_\_\_\_  
Kim J. Thomas  
Councilmember, Ward I

\_\_\_\_\_  
Ronald Sheehan  
Councilmember, Ward II

\_\_\_\_\_  
Terrilyn Quick  
Councilmember, Ward II

\_\_\_\_\_  
Deb Hale  
Councilmember, Ward III

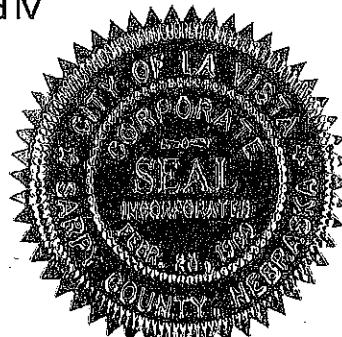
\_\_\_\_\_  
Alan W. Ronan  
Councilmember, Ward III

\_\_\_\_\_  
Kelly R. Sell  
Councilmember, Ward IV

\_\_\_\_\_  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

A-2

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1107788LD

## LA VISTA CITY COUNCIL MEETING December 16, 2014

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 16, 2014. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Police Captain Barcal, Director of Public Works Soucie, Director of Administrative Services Pokorny, Community Development Director Birch, Recreation Director Stopak, Library Director Barcal, Human Resource Manager Garrod and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on December 3, 2014. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE DECEMBER 2, 2014 CITY COUNCIL  
ORGANIZATIONAL MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 2, 2014 CITY COUNCIL  
MEETING
4. PAY REQUEST FROM MIDWEST EXCAVATING – CONSTRUCTION  
SERVICES – CITY HALL BIO BASIN PROJECT - \$28,396.67
5. PAY REQUEST FROM THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$1,536.25
6. PAY REQUEST FROM THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$3,291.25
7. APPROVAL OF CLAIMS

|                                      |            |
|--------------------------------------|------------|
| A.M. SURPLUS MILITARY STORE, apparel | 126.00     |
| ACCOUNTTEMPS, services               | 1,500.00   |
| ACTION BATTERIES, supplies           | 52.25      |
| ACTION SIGNS INC., supplies          | 357.00     |
| ALAMAR UNIFORMS, apparel             | 34.98      |
| ARTHUR J GALLAGHER RISK, ins & bonds | 218,400.50 |
| ASPHALT & CONCRETE MATERIALS, maint. | 123.00     |
| AWE-ADVANCED WORKSTATIONS, supplies  | 2,708.00   |
| BARCAL, R. travel                    | 55.10      |
| BERRY DUNN services                  | 24,609.00  |
| BISHOP BUSINESS EQUIPMENT, supplies  | 1,008.37   |
| BLACK HILLS ENERGY, utilities        | 163.22     |
| BRENTWOOD AUTO WASH, maint.          | 42.00      |
| BRIDGESTONE GOLF, supplies           | 97.98      |
| BROWN TRAFFIC PRODUCTS, maint.       | 1,195.00   |
| CAPSTONE PRESS, books                | 1,128.32   |
| CARDMEMBER SERVICE, supplies         | 6,061.23   |
| CARI BROWN, refund                   | 10.00      |
| CENTER HARDWARE, maint               | 2.20       |
| CENTURY LINK, phone                  | 627.77     |
| CENTURY LINK, phones                 | 46.59      |
| CHRIS MADDEN services                | 3,450.00   |
| CJ'S HOME CENTER, bld&grnds          | 1,113.38   |
| CORNHUSKER INTL TRUCKS, maint.       | 62.49      |
| COX COMMUNICATIONS, services         | 192.85     |
| CREDIT MANAGEMENT SVCS               | 83.99      |
| CREW OMAHA METRO, services           | 285.00     |

# MINUTE RECORD

December 16, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107788LD

|   |           |
|---|-----------|
| D. HALE, travel                         | 68.20     |
| DANKO EMERGENCY EQUIP.CO., maint.       | 45.31     |
| DATA TECHNOLOGIES, IT                   | 11,727.44 |
| DATASHIELD CORP, services               | 4.30      |
| DEARBORN NATIONAL LIFE INS CO           | 1,325.83  |
| DEARBORN NATIONAL LIFE INS CO           | 1,085.00  |
| DELL MARKETING, IT                      | 1,695.04  |
| DIAMOND VOGEL PAINTS, bld&grnds         | 330.90    |
| DIGITAL ALLY INC., suppleis             | 130.00    |
| DULTMEIER SALES, maint.                 | 156.66    |
| EASTERN LIBRARY SYSTEM, services        | 17.00     |
| FEDEX KINKO'S, services                 | 52.82     |
| FELSBURG HOLT & ULLEVIG, services       | 4,394.96  |
| FILTER CARE, maint.                     | 70.30     |
| FITZGERALD SCHORR BARMETTLER, services  | 23,971.44 |
| GALE, books                             | 163.43    |
| GARROD, M., travel                      | 61.69     |
| GCR TIRES & SERVICE, maint              | 534.70    |
| GENUINE PARTS CO., maint.               | 1,392.52  |
| GIBSON, JOHN, services                  | 160.00    |
| GRAINGER, supplies                      | 430.80    |
| GRAYBAR ELECTRIC CO., bld&grnds         | 18.79     |
| GREAT PLAINS GFOA, services             | 100.00    |
| GROVER, CONNIE, refund                  | 5.00      |
| H & H CHEVROLET, maint.                 | 71.24     |
| HANEY SHOE STORE, apparel               | 150.00    |
| HOBBY LOBBY STORES, supplies            | 166.15    |
| HOME DEPOT, bld&grnds/maint.            | 646.38    |
| HOSE & HANDLING INC., maint.            | 44.58     |
| HY-VEE INC., supplies                   | 254.32    |
| INGRAM LIBRARY SERVICES, books          | 2,442.97  |
| KRIHA FLUID POWER CO., maint.           | 139.70    |
| LAUGHLIN, KATHLEEN A, TRUSTEE           | 116.00    |
| LEXIS NEXIS MATTHEW BENDER, books       | 522.49    |
| LIBRA INDUSTRIES, maint.                | 43.00     |
| LOWE'S, supplies                        | 185.66    |
| MANAGEMENT EDUC. GRP services           | 5,200.00  |
| METRO COMM COLLEGE, utilities/services  | 12,253.01 |
| METROPOLITAN UTILITIES DIST., utilities | 82.63     |
| MID-STATES UTILITY TRAILER, maint.      | 59.40     |
| MIDWEST EXCAVATING, services            | 21,668.80 |
| MIDWEST SERVICE, maint.                 | 1,271.40  |
| MIDWEST TAPE, media                     | 150.68    |
| NEBRASKA BUSINESS ELECTRONICS, services | 40.00     |
| NEBRASKA LAW ENFORCEMENT, services      | 210.00    |
| NEBRASKA SALT & GRAIN CO., maint.       | 21,768.60 |
| NEBRASKA STATE FIRE MARSHALL, services  | 360.00    |
| NEUMAN EQUIPMENT CO., maint/bld&grnds   | 91.00     |
| OFFICE DEPOT, supplies                  | 1,038.13  |
| OMAHA PUBLIC POWER DISTRICT, utilities  | 49,767.78 |
| OMAHA SLINGS INC., maint.               | 101.52    |
| OMAHA WORLD-HERALD, legal               | 317.75    |
| O'REILLY AUTOMOTIVE STORES, maint.      | 223.86    |
| PAPILLION SANITATION, services          | 2,392.71  |
| PAPILLION TIRE INC, maint.              | 83.59     |
| PARAMOUNT LINEN, services               | 451.59    |
| PAYFLEX SYSTEMS, services               | 250.00    |
| PERFORMANCE CHRYSLER JEEP, maint.       | 1,170.74  |
| PITNEY BOWES, supplies                  | 22.99     |
| PLAINS EQUIPMENT GROUP, maint.          | 123.88    |

# MINUTE RECORD

December 16, 2014

No. 729 — REEDIE & COMPANY, INC., OMAHA, E1107788LD

|                                      |           |
|--------------------------------------|-----------|
| POWER PLAN, maint.                   | 87.80     |
| QUALITY AUTO REPAIR, services        | 150.00    |
| RETRIEVEX, services                  | 156.41    |
| RICK NELSON PHOTOGRAPHY, services    | 295.00    |
| SAM'S CLUB, supplies                 | 124.76    |
| SARPY CNTY ECON DEV.CORP, services   | 2,500.00  |
| STANDARD INSURANCE CO., ins          | 5,520.30  |
| SUPERIOR VISION SVCS, ins            | 586.60    |
| SUTPHEN CORP., maint.                | 88.10     |
| TED'S MOWER SALES, maint.            | 5.12      |
| TEXAS CHRISTIAN UNIVERSITY, services | 1,925.00  |
| THERMO KING CHRISTENSEN, maint.      | 313.30    |
| THOMPSON DREESSEN & DORNER services  | 12,386.09 |
| THOMPSON DREESSEN & DORNER, services | 2,472.14  |
| TRACTOR SUPPLY, maint.               | 167.00    |
| U S TOY COMPANY, supplies            | 44.93     |
| UNITE PRIVATE NETWORKS, services     | 3,850.00  |
| UNITED PARCEL SERVICE, postage       | 13.33     |
| USI EDUCATION/GOVT SALES, supplies   | 93.19     |
| WICK'S STERLING TRUCKS, maint.       | 85.28     |
| ZOO BOOKS MAGAZINE, books            | 24.95     |

Councilmember Crawford made a motion to approve the consent agenda. Seconded by Councilmember Quick. Councilmember Sheehan reviewed the claims for this period and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Public Works Soucie updated the Council on projects that are going on within the City.

Director of Administrative Services Pokorny stated that the Jeans for Charity Drive done by city employees in November raised \$655.00 for the Papillion-La Vista Schools Foundation. Pokorny reminded Council that the Employee Recognition Dinner is February 13, 2015.

Library Director Barcal informed Council that an Eastern Library System grant was received to help with a new program called "Wiggly Wednesdays".

## B. RESOLUTION – AUTHORIZE AMENDMENT – THOMPSON CREEK WATERSHED RESTORATION – CITY HALL BIO – RETENTION BASIN, NDEQ GRANT EXTENSION

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-161: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO EXTEND THE CONTRACT PERIOD OF AN INTER-GOVERNMENTAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ) FOR FUNDING FROM EPA SECTION 319 FUNDS FOR ACTIVITIES ASSOCIATED WITH THOMPSON CREEK WATERSHED MANAGEMENT DEMONSTRATION PROJECTS.

WHEREAS, the City Council of the City of La Vista has determined that said Thompson Creek improvements are necessary and an amendment to extend the contract period is necessary; and

WHEREAS, the City Council approved execution of the grant contract with the NDEQ on July 15, 2014; and

WHEREAS, the grant required completion of the project by December 31, 2014; and

# MINUTE RECORD

December 16, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E1107788LD

WHEREAS, unseasonable weather conditions have hindered the progress which will not allow completion by the contract date,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an amendment to extend the contract period of an Inter-governmental Agreement with the Nebraska Department of Environmental Quality (NDEQ) for funding from EPA Section 319 funds for activities associated with Thompson Creek Watershed Management demonstration projects.

Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## C. SPECIAL ASSESSMENTS

### 1. PUBLIC HEARING

At 7:08 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessments.

At 7:09 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### 2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No.14-162: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER SPECIAL ASSESSMENTS FOR PROPERTY IMPROVEMENTS AT THE LOCATIONS AND IN THE AMOUNTS CITED HEREIN.

WHEREAS, the property owners of  
7913 South 75<sup>th</sup> Street/Lot 13 Giles Corner, \$187.85; and  
7414 Harvest Hills Drive/Lot 135 S & S's Harvest Hill, \$1,921.53;

were notified to clean up their properties as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to clean the property, thus necessitating the City to do the clean up, and

WHEREAS, the City sent the property owners a bill for said clean up which has not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amount and against the properties specified above, all located within Sarpy County, La Vista, Nebraska.

Seconded by Councilmember Thomas. The motion included approval contingent on checking the totals on the assessments to be sure they are correct. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Crawford made a motion to move Comments from the Floor up on the agenda ahead of Item D Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

# MINUTE RECORD

December 16, 2014

No. 729 — REEDIE & COMPANY, INC. OMAHA E110778BLD

## COMMENTS FROM THE FLOOR

A member of the public asked for information regarding the Council Chambers upgrade which was approved for bid at the December 2, 2014 meeting. The committee will talk to him to get him the information he has requested.

## D. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; LAND ACQUISITION; PERSONNEL

At 7:16 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for contract negotiations and negotiating guidance regarding land acquisition and for the protection of the reputation of an individual to discuss personnel matters. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:27 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

At 8:33 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

# MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

## MINUTES OF MEETING

### November 13, 2014

Members Present: Rose Barcal Jill Frederick Huyen-Yen Hoang  
Kim Schmit-Pokorny Carol Westlund

Members Absent: Valerie Russell

## Agenda Item #1: Call to Order

The meeting was called to order at 5:33 p.m.

## Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

### Agenda Item #3: Introductions

Introductions There were no introductions made.

#### Agenda Item #4: Approval of Minutes of September 11, 2014 Meeting

It was moved by Schmit-Pokorny and seconded by Westlund that the September 11, 2014 minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

## Agenda Item #5: Library Director's Report

- a. Programs: an overview of programs was given including the walking storytime that took place in the park. Another walking storytime will occur in the spring due to its popularity.
- b. Employee updates were given.
- c. Library Meetings were reviewed including the new regional system, Three Rivers Regional System, organization as well as the status of the Eastern Library System.
- d. General Library Information included the retirement of the Branch Manager at the Elkhorn Public Library. The wallpaper in Room 142 is to be removed and the room painted. According to the catalog system, last year the library saved the community \$1.7 million dollars in materials alone as the system tracks the value of materials checked out throughout the year.

## Agenda Item #6: Circulation Report

Library Director Barcal distributed the circulation report for September and October. The reports were discussed and accepted.

### Agenda Item #7: Old Business

- a. Current and future grants were reviewed.
  - i) Nebraska Library Commission – Scientific Methods for Young Children. Marjorie Shaw wrote a grant for these sessions and requested \$1,371 for materials.
  - ii) Nebraska Library Commission – Life Size Games for Teen Programming. Lindsey Tomsu wrote a grant for these programs and requested \$2,314 for supplies.
  - iii) Created Equal: America’s Civil Rights Struggle from Gilder Lehrman Institute of American History. The grant was awarded with a display in October 2015.

- iv) Civil War 150 from the Gilder Lehrman Institute of American History. The 3 week exhibit at the Library was held October 14<sup>th</sup> through November 3<sup>rd</sup>. The grant included \$1,000 for programming. Jan Bolte received the City's Proclamation which was read during the opening ceremony by the President of the City Council, Mike Crawford. Over 800 people attended the more than 20 programs.
- v) La Vista Community Foundation: Civil War 150 Exhibition Event. Jan Bolte wrote a grant for the Civil War 150 programming. This grant helped support the events and programs which fell under the Gilder Lehrman Institute of American History grant.

- b. Boards and Commissions Manual. Update. The bylaws were distributed and discussed. The bylaws will be on the agenda for approval during the next meeting.
- c. Policy Review: Emergency. It was moved by Frederick and seconded by Hoang to accept the policy as amended. Ayes: all. Nays: none. Motion carried.
- d. Policy Review: Finance. It was moved by Hoang and seconded by Westlund to accept the policy as amended. Ayes: all. Nays: none. Motion carried.
- e. FY2014 End of Year. The library statistics are being gathered to compile the state's end of year report. This is a requirement to obtain state aid for the library. It was asked if someone pays for a month membership for consecutive months and the total amount of a year's membership is reached, could the rest of the year membership be given with no additional charge. Barcal will inquire with City Hall.
- f. Amnesty Week. Another amnesty week will occur for food items or hats/mittens or coats.

#### Agenda Item #8: New Business

- a. Meeting Dates 2015. The following dates are the proposed meeting dates for the Library Advisory Board for the 2015 year:
  - a. January 8
  - b. March 12
  - c. May 14
  - d. July 9
  - e. September 10
  - f. November 12

It was moved by Frederick and seconded by Schmit-Pokorny to accept the 2015 dates as listed. Ayes: all. Nays: none. Motion carried.

- b. President and Secretary Positions 2015. Discussion was held concerning the positions in light of the revised Bylaws. It was moved by Frederick and seconded by Hoang to table the elections until the January board meeting. Ayes: all. Nays: none. Motion carried.

#### Agenda Item #9: Comments from the Floor

There were no comments from the floor.

#### Agenda Item #10: Comments from the Board

Schmit-Pokorny commented about the Omaha World Herald article in the October 18<sup>th</sup> newspaper concerning the request for patron information from the Omaha Police Department. A discussion was held. Due to the Omaha Public Library policies, the patron information could not be shared with the Omaha Police. The area library directors held an online conversation discussing patron privacy and protection of patron confidentiality.

There was a motion by Russell and second by Hoang to adjourn the meeting at 6:09 p.m.

The next meeting is scheduled for January 8th, 2015 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

**Invoice**

A-4



**FELSBURG  
H O L T &  
ULLEVIG**

connecting and enhancing communities

Mail Payments to:  
PO Box 911704  
Denver, CO 80291-1704  
303.721.1440 • 303.721.0832 fax

December 16, 2014  
Project No: 113112-02  
Invoice No: 13106

Mr. John Kottmann, PE  
City Engineer  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Project 113112-02 Hell Creek Channel Improvements Phase II TO2  
Supplemental Agreement No. 1  
CIP Project No. PWST-15-009

**Professional Services for the Period: October 22, 2014 to November 30, 2014****Professional Personnel**

|                    | Hours | Rate   | Amount          |
|--------------------|-------|--------|-----------------|
| Engineer V         |       |        |                 |
| Lampe, David       | 28.50 | 140.00 | 3,990.00        |
| Stein, Patrick     | 7.00  | 140.00 | 980.00          |
| Engineer IV        |       |        |                 |
| Kreisa, Alan       | 18.00 | 125.00 | 2,250.00        |
| Engineer III       |       |        |                 |
| Palik, Joshua      | 1.00  | 105.00 | 105.00          |
| Engineer I         |       |        |                 |
| Joy, Stacey        | 13.25 | 80.00  | 1,060.00        |
| Designer III       |       |        |                 |
| Miranda, Vicente   | 12.00 | 90.00  | 1,080.00        |
| Labor              | 79.75 |        | 9,465.00        |
| <b>Total Labor</b> |       |        | <b>9,465.00</b> |

**Subconsultants**

|                             |                 |
|-----------------------------|-----------------|
| Olsson Associates           | 4,268.25        |
| <b>Total Subconsultants</b> | <b>4,268.25</b> |
|                             | <b>4,268.25</b> |

**In-House Units**

|                       |                       |              |
|-----------------------|-----------------------|--------------|
| B&W Printing          | 3.0 B&W Prints @ 0.08 | .24          |
| Color Printing        | 94.0 Prints @ 0.19    | 17.86        |
| Plotting Materials    | 5.19 SF @ 0.24        | 1.25         |
| <b>Total In-House</b> | <b>19.35</b>          | <b>19.35</b> |

**TOTAL AMOUNT DUE** **\$13,752.60**

**Billed-To-Date Summary**

|               | Current          | Prior       | Total            |
|---------------|------------------|-------------|------------------|
| Labor         | 9,465.00         | 0.00        | 9,465.00         |
| Subconsultant | 4,268.25         | 0.00        | 4,268.25         |
| In-House      | 19.35            | 0.00        | 19.35            |
| <b>Totals</b> | <b>13,752.60</b> | <b>0.00</b> | <b>13,752.60</b> |

O.K. to pay  
05.71.0892.01  
JMK  
12/23/2014

Consent Agenda 11/6/15

A-6

TD2 File No. 171-408.72  
December 23, 2014

PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR THOMPSON CREEK REHABILITATION  
- CLEARING PHASE

Owner: The City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128

Contractor: Anderson Excavating Co.  
1920 Dorcas Street  
Omaha, NE 68108

ORIGINAL CONTRACT AMOUNT: \$119,718.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: NONE

| ITEM | DESCRIPTION  | APPROX.<br>QUANTITY | UNIT PRICE         | AMOUNT       |
|------|--|---------------------|--------------------|--------------|
| 1    | Clearing and Grubbing                                    | 0.4                 | \$83,400.00 / L.S. | \$ 33,360.00 |
| 2    | Install and Maintain Stabilized Construction<br>Entrance | 3                   | \$ 2,000.00 / EA.  | \$ 6,000.00  |
| 3    | Install and Maintain Inlet Filters                       | 14                  | \$ 250.00 / EA.    | \$ 3,500.00  |
| 4    | Install and Maintain Fabric Silt Fence                   | 3,390               | \$ 3.00 / L.F.     | \$ 10,170.00 |
| 5    | Install and Maintain Orange Safety Fence                 | 430                 | \$ 4.00 / L.F.     | \$ 1,720.00  |
| 6    | Remove and Dispose 4" P.C.C. Sidewalk Pavement           | 333                 | \$ 0.60 / S.F.     | \$ 199.80    |
| 7    | Construct 4" P.C.C. Sidewalk Pavement, In Place          | 0                   | \$ 8.00 / S.F.     | \$ 0.00      |

HOURLY RATES:

|    |   |      |              |              |
|----|---|------|--------------|--------------|
| 8  | Labor                                       | 0 \$ | 40.00 / HRS  | \$ 0.00      |
| 9  | CAT 257B (Or Equivalent) w/ Operator        | 0 \$ | 95.00 / HRS  | \$ 0.00      |
| 10 | CAT 225 Backhoe (or Equivalent) w/ Operator | 0 \$ | 150.00 / HRS | \$ 0.00      |
| 11 | CAT D7 Dozer (or Equivalent) w/ Operator    | 0 \$ | 140.00 / HRS | \$ 0.00      |
| 12 | CAT 977 Loader (or Equivalent) w/ Operator  | 0 \$ | 140.00 / HRS | \$ 0.00      |
| 13 | Side Dump Truck (or Equivalent) w/ Operator | 0 \$ | 110.00 / HRS | \$ 0.00      |
|    | <b>TOTAL</b>                                |      |              | \$ 54,949.80 |
|    | <b>LESS 10% RETAINED</b>                    |      |              | \$ 5,494.98  |
|    | <b>AMOUNT DUE CONTRACTOR</b>                |      |              | \$ 49,454.82 |

We recommend that payment in the amount of \$49,454.82 be made to Anderson Excavating Co.

Respectfully submitted,



Charles E. Riggs, P.E.  
Contract Engineer  
THOMPSON, DREESSEN & DORNER, INC.

CER/bam

cc: Anderson Excavating Co.

O.K. to pay  
JMK 12-23-2014

Splits to:

05.71.0855.03 (CITY) \*10,484.42

05.71.0871.03 (NET) \*22,749.22

05.71.0870.03 (NRD) \*16,221.18

Consent Agenda 11/6/15 (ph)

TD2 File No. 171-410.28  
 December 22, 2014

**PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR 124<sup>th</sup> CIRCLE AND HARRISON STREET SIGNAL IMPROVEMENTS**

Owner: The City of La Vista, Nebraska  
 8116 Park View Blvd.  
 La Vista, NE 68128

Contractor: Vierregger Electric Co.  
 4349 South 139<sup>th</sup> Street  
 Omaha, NE 68137

**ORIGINAL CONTRACT AMOUNT FOR ONE YEAR:** \$147,588.73

**AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS:** None

| Item | Description  | Approx. Quantities |      | Unit Price  |   | Amount |             |
|------|--|--------------------|------|-------------|---|--------|-------------|
| 1    | Traffic Control, complete  | 0                  | L.S. | \$ 1,120.00 | / | L.S.   | \$ -0-      |
| 2    | Construct 5" Concrete Sidewalk, in place   | 0                  | S.F. | \$ 28.00    | / | S.F.   | \$ -0-      |
| 3    | Traffic Signal Controller & Cabinet, Type 2070 (8-phase, 4-ped), in place                      | 0                  | EA.  | \$17,066.00 | / | EA.    | \$ -0-      |
| 4    | Combination Signal Mast Arm & Street Light Pole, Type CMP-50-12-40, in place                   | 0.3                | EA.  | \$ 7,822.00 | / | EA.    | \$ 2,346.60 |
| 5    | Combination Signal Mast Arm & Street Light Pole, Type CMP-45-12-40, in place                   | 0.3                | EA.  | \$ 8,124.00 | / | EA.    | \$ 2,437.20 |
| 6    | Combination Signal Mast Arm & Street Light Pole, Type CMP-30-12-40, in place                   | 0.3                | EA.  | \$10,096.00 | / | EA.    | \$ 3,028.80 |
| 7    | Combination Signal Mast Arm & Street Light Pole, Type CMP-25-12-40, in place                   | 0.3                | EA.  | \$10,416.00 | / | EA.    | \$ 3,124.80 |
| 8    | Provide & Install Traffic Signal, Type TS-1, with T31 Face, Backplate and MA-5 Mtg., in place  | 0                  | EA.  | \$ 702.00   | / | EA.    | \$ -0-      |
| 9    | Provide & Install Traffic Signal, Type TS-1A, with T31 Face and B-4 Alt. Mtg., in place        | 0                  | EA.  | \$ 580.00   | / | EA.    | \$ -0-      |
| 10   | Construct Pedestal Pole, Type PP-4   | 0                  | EA.  | \$ 1,165.00 | / | EA.    | \$ -0-      |
| 11   | Construct Pedestal Pole, Type PP-10  | 0                  | EA.  | \$ 1,238.00 | / | EA.    | \$ -0-      |
| 12   | Provide & Install Countdown Pedestrian Signal, Type PS-1 W/ T23 Face & B-4 Alt. Mtg., in place | 0                  | EA.  | \$ 570.00   | / | EA.    | \$ -0-      |
| 13   | Provide & Install Pedestrian Push Button, Type PPB, in place                                   | 0                  | EA.  | \$ 318.00   | / | EA.    | \$ -0-      |
| 14   | Radar Detection System, in place   | 0                  | L.S. | \$25,295.00 | / | L.S.   | \$ -0-      |
| 15   | Vehicle Priority Control System (OPTICOM-Model 722), in place                                  | 0                  | EA.  | \$ 3,323.00 | / | EA.    | \$ -0-      |
| 16   | Service Cable, in place  | 0                  | L.F. | \$ 3.17     | / | L.F.   | \$ -0-      |

PAY RECOMMENDATION NO. 1

December 22, 2014

Page Two

| Item                         | Description  | Approx. Quantities |      | Unit Price |          | Amount |      |    |                           |
|------------------------------|--|--------------------|------|------------|----------|--------|------|----|---------------------------|
|                              |  | 0                  | L.F. | \$         | 2.12     | /      | L.F. | \$ | -0-                       |
| 17                           | Service Entrance Cable, in place   | 0                  | L.F. | \$         | 3.91     | /      | L.F. | \$ | -0-                       |
| 18                           | 16/C #14 AWG. Traffic Signal Cable, in place                               | 0                  | L.F. | \$         | 2.28     | /      | L.F. | \$ | -0-                       |
| 19                           | 7/C #14 AWG. Pedestrian Signal Cable, in place                             | 0                  | L.F. | \$         | 4.00     | /      | L.F. | \$ | -0-                       |
| 20                           | 3/C #14 AWG. Street Lighting Cable, in place                               | 0                  | L.F. | \$         | 1.08     | /      | L.F. | \$ | -0-                       |
| 21                           | PC #14 PPB Lead-In Cable, in place   | 0                  | L.F. | \$         | 1.11     | /      | L.F. | \$ | -0-                       |
| 22                           | GC #8 Bare Copper Grounding Conductor Cable, in place                      | 100                | L.F. | \$         | 5.22     | /      | L.F. | \$ | 522.00                    |
| 23                           | 2" Conduit (PVC or HDPE) - Trenched, in place                              | 83                 | L.F. | \$         | 8.02     | /      | L.F. | \$ | 665.66                    |
| 24                           | 3" Conduit (PVC or HDPE) - Trenched, in place                              | 279                | L.F. | \$         | 10.84    | /      | L.F. | \$ | 3,024.36                  |
| 25                           | 2" Conduit (PVC or HDPE) - Bored, in place                                 | 500                | L.F. | \$         | 12.46    | /      | L.F. | \$ | 6,230.00                  |
| 26                           | 3" Conduit (PVC or HDPE) - Bored, in place                                 | 1                  | EA.  | \$         | 3,611.00 | /      | EA.  | \$ | 3,611.00                  |
| 27                           | Service Disconnect Pedestal, in place                                      | 0                  | EA.  | \$         | 172.00   | /      | EA.  | \$ | -0-                       |
| 28                           | Install 200W Street Light Luminaires                                       | 0                  | EA.  | \$         | 376.00   | /      | EA.  | \$ | -0-                       |
| 29                           | Provide & Install Type A, R3-5-1 30"x36" "LT ONLY" Sign                    | 0                  | EA.  | \$         | 376.00   | /      | EA.  | \$ | -0-                       |
| 30                           | Provide & Install Type A, R3-5-2 30"x36" "RT ONLY" Sign                    | 0                  | EA.  | \$         | 376.00   | /      | EA.  | \$ | -0-                       |
| 31                           | Provide & Install Type A, R3-6-1 30"x36" "LT OPT." Sign                    | 0                  | EA.  | \$         | 376.00   | /      | EA.  | \$ | -0-                       |
| 32                           | Provide & Install Type A, 18" Street Name Sign                             | 0                  | EA.  | \$         | 493.00   | /      | EA.  | \$ | -0-                       |
| 33                           | Provide & Install Type A, 30" Street Name Sign                             | 0                  | EA.  | \$         | 771.00   | /      | EA.  | \$ | -0-                       |
| 34                           | Seeding - Type "Super Turf 2", in place                                    | 0                  | A.C. | \$         | 3,360.00 | /      | A.C. | \$ | -0-                       |
| 35                           | Temporary Erosion Control Blanket (N.A.G. S75 or approved equal), in place | 0                  | S.Y. | \$         | 2.24     | /      | S.Y. | \$ | -0-                       |
| 36                           | Provide & Install Branch Fiber Optic Cable                                 | 0                  | EA.  | \$         | 1,689.00 | /      | EA.  | \$ | -0-                       |
| 37                           | Provide & Install Pull Box, Type PB-10                                     | 1                  | EA.  | \$         | 2,329.00 | /      | EA.  | \$ | 2,329.00                  |
| 38                           | Modify Existing Controller Cabinet, Type TC 170/332                        | 0                  | EA.  | \$         | 1,572.00 | /      | EA.  | \$ | <u>-0-</u>                |
| <b>TOTAL</b>                 |  |                    |      |            |          |        |      |    | <b>\$ 27,319.42</b>       |
| <b>LESS 10% RETAINED</b>     |  |                    |      |            |          |        |      |    | <b><u>\$ 2,731.94</u></b> |
| <b>AMOUNT DUE CONTRACTOR</b> |  |                    |      |            |          |        |      |    | <b>05.71.0879.03</b>      |
|                              |  |                    |      |            |          |        |      |    | <b>\$ 24,587.48</b>       |

Consent Agenda 11/6/15 *pb*

*BMK*  
12/23/2014

APCHCKRP  
10.30.14

Fri Jan 2, 2015 11:50 AM

\*\*\*\*  
City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1

| BANK NO | BANK NAME | CHECK NO | DATE | VENDOR NO | VENDOR NAME | CHECK AMOUNT | CLEARED | VOIDED | MANUAL |
|---------|-----------|----------|------|-----------|-------------|--------------|---------|--------|--------|
|---------|-----------|----------|------|-----------|-------------|--------------|---------|--------|--------|

1 Bank of Nebraska (600-873)

46367 Payroll Check

46368  
Thru 116559 Gap in Checks

|        |            |      |                                |  |            |                        |            |
|--------|------------|------|--------------------------------|--|------------|------------------------|------------|
| 116560 | 12/17/2014 | 3702 | LAUGHLIN, KATHLEEN A, TRUSTEE  |  | 116.00     |                        | **MANUAL** |
| 116561 | 12/17/2014 | 166  | MIDWEST EXCAVATING SVCS LLC    |  | 28,396.67  |                        | **MANUAL** |
| 116562 | 12/17/2014 | 143  | THOMPSON DREESSEN & DORNER     |  | 4,827.50   |                        | **MANUAL** |
| 116563 | 1/02/2015  | 3702 | LAUGHLIN, KATHLEEN A, TRUSTEE  |  | 116.00     |                        | **MANUAL** |
| 116564 | 1/02/2015  | 180  | UNITED HEALTHCARE INS CO - MN  |  | 86,401.00  |                        | **MANUAL** |
| 116565 | 1/06/2015  | 804  | 3E-ELECTRICAL ENGINEERING      |  | 239.66     |                        |            |
| 116566 | 1/06/2015  | 4624 | 911 CUSTOM LLC                 |  | 12,588.32  |                        |            |
| 116567 | 1/06/2015  | 1657 | A & D TECHNICAL SUPPLY COMPANY |  | 300.00     |                        |            |
| 116568 | 1/06/2015  | 3208 | A C NELSEN RV WORLD            |  | 300.00     |                        |            |
| 116569 | 1/06/2015  | 2892 | AA WHEEL & TRUCK SUPPLY INC    |  | 122.76     |                        |            |
| 116570 | 1/06/2015  | 3983 | ABE'S PORTABLES INC            |  | 83.26      |                        |            |
| 116571 | 1/06/2015  | 762  | ACTION BATTERIES UNLTD INC     |  | 47.22      |                        |            |
| 116572 | 1/06/2015  | 571  | ALAMAR UNIFORMS                |  | 326.99     |                        |            |
| 116573 | 1/06/2015  | 3377 | AMERICAN CONCRETE PRODUCTS CO  |  | 195.00     |                        |            |
| 116574 | 1/06/2015  | 557  | APWA-AMER PUBLIC WORKS ASSN    |  | 550.00     |                        |            |
| 116575 | 1/06/2015  | 680  | ARBOR DAY FOUNDATION           |  | 15.00      |                        |            |
| 116576 | 1/06/2015  | 4818 | B & H PHOTO VIDEO              |  | 719.60     |                        |            |
| 116577 | 1/06/2015  | 55   | BADGER BODY                    |  | 233.51     |                        |            |
| 116578 | 1/06/2015  | 201  | BAKER & TAYLOR BOOKS           |  | 1,595.50   |                        |            |
| 116579 | 1/06/2015  | 849  | BARONE SECURITY SYSTEMS        |  | 120.00     |                        |            |
| 116580 | 1/06/2015  | 929  | BEACON BUILDING SERVICES       |  | 5,812.00   |                        |            |
| 116581 | 1/06/2015  | 4803 | BLACHERE-ILLUMINATION USA INC  |  | 107.00     |                        |            |
| 116582 | 1/06/2015  | 196  | BLACK HILLS ENERGY             |  | 7,740.24   |                        |            |
| 116583 | 1/06/2015  | 830  | BROWN TRAFFIC PRODUCTS INC     |  | 529.50     |                        |            |
| 116584 | 1/06/2015  | 3579 | JAMIE BROWN                    |  | 261.00     |                        |            |
| 116585 | 1/06/2015  | 3805 | CABELA'S                       |  | 719.98     |                        |            |
| 116586 | 1/06/2015  | 2285 | CENTER POINT PUBLISHING        |  | 340.32     |                        |            |
| 116587 | 1/06/2015  | 219  | CENTURY LINK                   |  | .00        | **CLEARED** **VOIDED** |            |
| 116588 | 1/06/2015  | 219  | CENTURY LINK                   |  | 262.39     |                        |            |
| 116589 | 1/06/2015  | 152  | CITY OF OMAHA                  |  | 152,104.32 |                        |            |
| 116590 | 1/06/2015  | 3176 | COMP CHOICE INC                |  | 331.50     |                        |            |
| 116591 | 1/06/2015  | 836  | CORNHUSKER INTL TRUCKS INC     |  | 57.50      |                        |            |
| 116592 | 1/06/2015  | 43   | CORNHUSKER STATE INDUSTRIES    |  | 186.80     |                        |            |
| 116593 | 1/06/2015  | 2158 | COX COMMUNICATIONS             |  | 160.01     |                        |            |
| 116594 | 1/06/2015  | 846  | DATA TECHNOLOGIES INC          |  | 178.40     |                        |            |
| 116595 | 1/06/2015  | 4981 | DATASHIELD CORPORATION         |  | 16.10      |                        |            |
| 116596 | 1/06/2015  | 3132 | DEARBORN NATIONAL LIFE INS CO  |  | 1,085.00   |                        |            |
| 116597 | 1/06/2015  | 77   | DIAMOND VOGEL PAINTS           |  | 176.94     |                        |            |
| 116598 | 1/06/2015  | 2149 | DOUGLAS COUNTY SHERIFF'S OFC   |  | 375.00     |                        |            |
| 116599 | 1/06/2015  | 364  | DULTMEIER SALES & SERVICE      |  | 14.04      |                        |            |
| 116600 | 1/06/2015  | 159  | DXP ENTERPRISES INC            |  | 42.55      |                        |            |
| 116601 | 1/06/2015  | 3084 | EBSCO INFORMATION SERVICES     |  | 3,095.00   |                        |            |
| 116602 | 1/06/2015  | 3334 | EDGEWEAR SCREEN PRINTING       |  | 163.50     |                        |            |
| 116603 | 1/06/2015  | 2061 | FERGUSON ENTERPRISES INC       |  | 784.80     |                        |            |

| BANK NO  | BANK NAME |           |                                | CHECK AMOUNT | CLEARED     | VOIDED     | MANUAL |
|----------|-----------|-----------|--------------------------------|--------------|-------------|------------|--------|
| CHECK NO | DATE      | VENDOR NO | VENDOR NAME                    |              |             |            |        |
| 116604   | 1/06/2015 | 1201      | FERRELLGAS                     | 12.00        |             |            |        |
| 116605   | 1/06/2015 | 1245      | FILTER CARE                    | 155.05       |             |            |        |
| 116606   | 1/06/2015 | 1344      | GALE                           | 260.89       |             |            |        |
| 116607   | 1/06/2015 | 53        | GCR TIRES & SERVICE            | 2,523.50     |             |            |        |
| 116608   | 1/06/2015 | 3656      | GENERAL FIRE & SAFETY EQUIP CO | 746.40       |             |            |        |
| 116609   | 1/06/2015 | 164       | GRAINGER                       | 31.22        |             |            |        |
| 116610   | 1/06/2015 | 285       | GRAYBAR ELECTRIC COMPANY INC   | 597.58       |             |            |        |
| 116611   | 1/06/2015 | 1044      | H & H CHEVROLET LLC            | 50.52        |             |            |        |
| 116612   | 1/06/2015 | 426       | HANEY SHOE STORE               | 150.00       |             |            |        |
| 116613   | 1/06/2015 | 387       | HARM'S CONCRETE INC            | 160.15       |             |            |        |
| 116614   | 1/06/2015 | 892       | HONEYMAN RENT-ALL #1           | 250.70       |             |            |        |
| 116615   | 1/06/2015 | 3477      | HSMC ORIZON LLC                | 10,058.75    |             |            |        |
| 116616   | 1/06/2015 | 1612      | HY-VEE INC                     | 66.00        |             |            |        |
| 116617   | 1/06/2015 | 2323      | INGRAM LIBRARY SERVICES        | 112.66       |             |            |        |
| 116618   | 1/06/2015 | 162       | INLAND TRUCK PARTS             | 105.48       |             |            |        |
| 116619   | 1/06/2015 | 4851      | J & J SMALL ENGINE SERVICE     | 202.94       |             |            |        |
| 116620   | 1/06/2015 | 1896      | J Q OFFICE EQUIPMENT INC       | 50.57        |             |            |        |
| 116621   | 1/06/2015 | 2653      | JONES AUTOMOTIVE INC           | 172.31       |             |            |        |
| 116622   | 1/06/2015 | 1054      | KLINKER, MARK A                | 200.00       |             |            |        |
| 116623   | 1/06/2015 | 2394      | KRIHA FLUID POWER CO INC       | 191.90       |             |            |        |
| 116624   | 1/06/2015 | 2057      | LA VISTA COMMUNITY FOUNDATION  | 50.00        |             |            |        |
| 116625   | 1/06/2015 | 4425      | LANDPORT SYSTEMS INC           | 125.00       |             |            |        |
| 116626   | 1/06/2015 | 2380      | LEXIS NEXIS MATTHEW BENDER     | 253.18       |             |            |        |
| 116627   | 1/06/2015 | 4784      | LIBRARY IDEAS LLC              | 15.00        |             |            |        |
| 116628   | 1/06/2015 | 4943      | MENARDS-RALSTON                | 199.56       |             |            |        |
| 116629   | 1/06/2015 | 553       | METROPOLITAN UTILITIES DIST.   | .00          | **CLEARED** | **VOIDED** |        |
| 116630   | 1/06/2015 | 553       | METROPOLITAN UTILITIES DIST.   | 1,221.19     |             |            |        |
| 116631   | 1/06/2015 | 2497      | MID AMERICA PAY PHONES         | 50.00        |             |            |        |
| 116632   | 1/06/2015 | 1050      | MILLER PRESS                   | 65.00        |             |            |        |
| 116633   | 1/06/2015 | 64        | MINITEX - CPP                  | 267.00       |             |            |        |
| 116634   | 1/06/2015 | 4085      | MNJ TECHNOLOGIES               | 11,384.00    |             |            |        |
| 116635   | 1/06/2015 | 1028      | NATIONAL EVERYTHING WHOLESALE  | 444.72       |             |            |        |
| 116636   | 1/06/2015 | 1805      | NEBRASKA CONCRETE & AGGREGATES | 350.00       |             |            |        |
| 116637   | 1/06/2015 | 4703      | NEBRASKA ENVIRONMENTAL PRODS   | 4,340.65     |             |            |        |
| 116638   | 1/06/2015 | 2897      | NEBRASKA GOLF COURSE SUPERIN-  | 125.00       |             |            |        |
| 116639   | 1/06/2015 | 3350      | NEBRASKA IOWA SUPPLY           | .00          | **CLEARED** | **VOIDED** |        |
| 116640   | 1/06/2015 | 3350      | NEBRASKA IOWA SUPPLY           | 16,454.76    |             |            |        |
| 116641   | 1/06/2015 | 479       | NEBRASKA LIBRARY COMMISSION    | 500.00       |             |            |        |
| 116642   | 1/06/2015 | 132       | NEBRASKA SALT & GRAIN COMPANY  | 3,219.60     |             |            |        |
| 116643   | 1/06/2015 | 408       | NOBBIES INC                    | 32.49        |             |            |        |
| 116644   | 1/06/2015 | 179       | NUTS AND BOLTS INCORPORATED    | 57.52        |             |            |        |
| 116645   | 1/06/2015 | 1808      | OCLC INC                       | 117.99       |             |            |        |
| 116646   | 1/06/2015 | 1014      | OFFICE DEPOT INC               | 485.05       |             |            |        |
| 116647   | 1/06/2015 | 3311      | OLD NEWS                       | 17.00        |             |            |        |
| 116648   | 1/06/2015 | 79        | OMAHA COMPOUND COMPANY         | 96.28        |             |            |        |
| 116649   | 1/06/2015 | 195       | OMAHA PUBLIC POWER DISTRICT    | 2,053.68     |             |            |        |
| 116650   | 1/06/2015 | 319       | OMAHA WINNELSON                | 827.39       |             |            |        |
| 116651   | 1/06/2015 | 4815      | ONE CALL CONCEPTS INC          | 252.45       |             |            |        |
| 116652   | 1/06/2015 | 3935      | ORIENTAL TRADING COMPANY       | 211.97       |             |            |        |
| 116653   | 1/06/2015 | 2686      | PARAMOUNT LINEN & UNIFORM      | 321.06       |             |            |        |
| 116654   | 1/06/2015 | 4654      | PAYFLEX SYSTEMS USA INC        | 250.00       |             |            |        |
| 116655   | 1/06/2015 | 1769      | PAYLESS OFFICE PRODUCTS INC    | 79.60        |             |            |        |
| 116656   | 1/06/2015 | 3058      | PERFORMANCE CHRYSLER JEEP      | 252.27       |             |            |        |

APCHCKRP  
10.30.14

Fri Jan 2, 2015 11:50 AM

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 3

| BANK NO | BANK NAME                           | CHECK NO  | DATE | VENDOR NO | VENDOR NAME | CHECK AMOUNT | CLEARED     | VOIDED     | MANUAL |
|---------|-------------------------------------|-----------|------|-----------|-------------|--------------|-------------|------------|--------|
| 116657  | 74 PITNEY BOWES INC-PA              | 1/06/2015 |      |           |             | 204.00       |             |            |        |
| 116658  | 1784 PLAINS EQUIPMENT GROUP         | 1/06/2015 |      |           |             | 249.65       |             |            |        |
| 116659  | 1910 PRESTIGE FLAG                  | 1/06/2015 |      |           |             | 416.12       |             |            |        |
| 116660  | 3266 PROJECT EXTRA MILE             | 1/06/2015 |      |           |             | 150.00       |             |            |        |
| 116661  | 1713 QUALITY AUTO REPAIR & TOWING   | 1/06/2015 |      |           |             | 81.00        |             |            |        |
| 116662  | 802 QUILL CORPORATION               | 1/06/2015 |      |           |             | 269.88       |             |            |        |
| 116663  | 3774 RETRIEVEX                      | 1/06/2015 |      |           |             | 131.95       |             |            |        |
| 116664  | 4228 RUNZA RESTAURANT               | 1/06/2015 |      |           |             | 950.00       |             |            |        |
| 116665  | 2240 SARPY COUNTY COURTHOUSE        | 1/06/2015 |      |           |             | 4,083.17     |             |            |        |
| 116666  | 150 SARPY COUNTY TREASURER          | 1/06/2015 |      |           |             | 42,275.00    |             |            |        |
| 116667  | 533 SOUCIE, JOSEPH H JR             | 1/06/2015 |      |           |             | 36.00        |             |            |        |
| 116668  | 3838 SPRINT                         | 1/06/2015 |      |           |             | 119.97       |             |            |        |
| 116669  | 2833 STOP TECH LTD                  | 1/06/2015 |      |           |             | 255.00       |             |            |        |
| 116670  | 4090 SUCCESS FACTORS INCORPORATED   | 1/06/2015 |      |           |             | 8,986.60     |             |            |        |
| 116671  | 183 STEFFI A. SWANSON, P.C., L.L.O. | 1/06/2015 |      |           |             | 2,990.10     |             |            |        |
| 116672  | 913 TARGET BANK                     | 1/06/2015 |      |           |             | 186.82       |             |            |        |
| 116673  | 264 TED'S MOWER SALES & SERVICE     | 1/06/2015 |      |           |             | 321.41       |             |            |        |
| 116674  | 822 THERMO KING CHRISTENSEN         | 1/06/2015 |      |           |             | 339.56       |             |            |        |
| 116675  | 3987 TRANE U S INCORPORATED         | 1/06/2015 |      |           |             | 85.00        |             |            |        |
| 116676  | 2710 ULTRAMAX                       | 1/06/2015 |      |           |             | 88.18        |             |            |        |
| 116677  | 2455 UNITED RENT-ALL                | 1/06/2015 |      |           |             | 132.29       |             |            |        |
| 116678  | 4480 VAL VERDE ANIMAL HOSPITAL INC  | 1/06/2015 |      |           |             | 247.22       |             |            |        |
| 116679  | 809 VERIZON WIRELESS                | 1/06/2015 |      |           |             | 91.45        |             |            |        |
| 116680  | 809 VERIZON WIRELESS                | 1/06/2015 |      |           |             | 539.51       |             |            |        |
| 116681  | 809 VERIZON WIRELESS                | 1/06/2015 |      |           |             | 171.97       |             |            |        |
| 116682  | 766 VIERREGGER ELECTRIC COMPANY     | 1/06/2015 |      |           |             | 992.75       |             |            |        |
| 116683  | 1174 WAL-MART COMMUNITY BRC         | 1/06/2015 |      |           |             | .00          | **CLEARED** | **VOIDED** |        |
| 116684  | 1174 WAL-MART COMMUNITY BRC         | 1/06/2015 |      |           |             | 1,064.41     |             |            |        |
| 116685  | 182 WELLS FARGO BANK                | 1/06/2015 |      |           |             | 43.00        |             |            |        |
| 116686  | 3150 WHITE CAP CONSTR SUPPLY/HDS    | 1/06/2015 |      |           |             | 789.94       |             |            |        |
| 116687  | 968 WICK'S STERLING TRUCKS INC      | 1/06/2015 |      |           |             | .28          |             |            |        |

1535501  
Thru 1596601

Payroll Checks

|             |            |
|-------------|------------|
| BANK TOTAL  | 438,348.14 |
| OUTSTANDING | 438,348.14 |
| CLEARED     | .00        |
| VOIDED      | .00        |

| FUND                  | TOTAL      | OUTSTANDING | CLEARED | VOIDED |
|-----------------------|------------|-------------|---------|--------|
| 01 GENERAL FUND       | 231,439.69 | 231,439.69  | .00     | .00    |
| 02 SEWER FUND         | 166,215.13 | 166,215.13  | .00     | .00    |
| 05 CONSTRUCTION       | 33,930.61  | 33,930.61   | .00     | .00    |
| 08 LOTTERY FUND       | 4,079.59   | 4,079.59    | .00     | .00    |
| 09 GOLF COURSE FUND   | 2,522.97   | 2,522.97    | .00     | .00    |
| 15 OFF-STREET PARKING | 160.15     | 160.15      | .00     | .00    |

APCHKRP  
10.30.14

Fri Jan 2, 2015 11:50 AM

\*\*\*\*  
City of Lavista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

| BANK NO                  | BANK NAME | CHECK NO | DATE | VENDOR NO | VENDOR NAME | CHECK AMOUNT        | CLEARED | VOIDED | MANUAL |  |
|--------------------------|-----------|----------|------|-----------|-------------|---------------------|---------|--------|--------|--|
| <hr/>                    |           |          |      |           |             |                     |         |        |        |  |
| REPORT TOTAL             |           |          |      |           |             | 438,348.14          |         |        |        |  |
| OUTSTANDING              |           |          |      |           |             | 438,348.14          |         |        |        |  |
| Cleared                  |           |          |      |           |             | .00                 |         |        |        |  |
| VOIDED                   |           |          |      |           |             | .00                 |         |        |        |  |
| + Gross Payroll 12/19/14 |           |          |      |           |             | 247,425.62          |         |        |        |  |
| + Gross Payroll 1/02/15  |           |          |      |           |             | <u>254,486.84</u>   |         |        |        |  |
| GRAND TOTAL              |           |          |      |           |             | <u>\$940,260.60</u> |         |        |        |  |

APPROVED BY COUNCIL MEMBERS  
01/06/15

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COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>                      | <b>Type:</b>                              | <b>Submitted By:</b>                |
|--------------------------------------|---|-------------------------------------|
| AMENDMENT TO MASTER<br>FEE ORDINANCE | RESOLUTION<br>◆ ORDINANCE<br>RECEIVE/FILE | SCOTT STOPAK<br>RECREATION DIRECTOR |

**SYNOPSIS**

An ordinance has been prepared to amend the Master Fee Ordinance to increase the golf course green fees and electric cart fees effective January 6, 2015.

**FISCAL IMPACT**

The proposed fee increases are expected to result in approximately \$15,000 of additional revenue based on last year's rounds.

**RECOMMENDATION**

Approval.

**BACKGROUND**

During budget workshops this year discussion was held regarding the golf course revenues and Council asked to see how our rates compared with those of other courses in the area. Subsequently, that information was compiled and given to Council (a copy of the comparison information is attached).

After analyzing what other courses are charging, staff is recommending that the adult green fees at La Vista Falls be increased by \$1.00; junior/senior green fees be increased by \$.50 and electric cart rental fees be increased by \$.50. The last time rates were increased was in 2011. The proposed increases will keep us in line with what other courses are charging.

**2014 AREA GOLF COURSE PRICE COMPARISON**  
**(RATES ARE FOR PLAYING 9 HOLES ONLY)**

| <b>GOLF COURSE:</b>                 | Weekday<br>Adult (Walk) | Weekday<br>Adult (Cart) | Weekend<br>Adult (Walk) | Weekend<br>Adult (Cart) | Weekday<br>Sr/Jr (Walk) | Weekend<br>Sr/Jr (Walk) | Weekday<br>Sr/Jr (Cart) | Weekend<br>Sr/Jr (Cart) | Weekend<br>Golf Cart |
|-------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------------|
| <b>Par 3 (9 Hole Course):</b>       |                         |                         |                         |                         |                         |                         |                         |                         |                      |
| - Steven Hogan                      | 11                      | 18                      | 11                      | 18                      | 9                       | 16                      | 11                      | 18                      | 7                    |
| - Warren Swigart                    | 11                      | 18                      | 11                      | 18                      | 9                       | 16                      | 11                      | 18                      | 7                    |
| - Westwood                          | 11                      | 18                      | 11                      | 18                      | 9                       | 16                      | 11                      | 18                      | 7                    |
| Papio Greens                        | 9                       | 15                      | 10                      | 16                      | 8                       | 14                      | 8                       | 14                      | 6                    |
| - Eagle Run                         | 8                       | 17.5                    | 9                       | 18.5                    | 8                       | *15.5                   | 9                       | 18.5                    | 9.5 / *7.5           |
| <b>Executive (9 Hole Course):</b>   |                         |                         |                         |                         |                         |                         |                         |                         |                      |
| <b>La Vista Falls</b>               | 10                      | 16.5                    | 12                      | 18.5                    | 8                       | 14.5                    | 10                      | 16.5                    | 6.5                  |
| - Eagle Run                         | 14                      | 23.5                    | 16                      | 25.5                    | 12                      | *19.5                   | 16                      | 25.5                    | 9.5 / *7.5           |
| Grandpa's Woods (Murdock)           | 10                      | 15                      | 10                      | 15                      | 10                      | 15                      | 10                      | 15                      | 5                    |
| <b>Regulation (9 Hole Course):</b>  |                         |                         |                         |                         |                         |                         |                         |                         |                      |
| - Spring Lake                       | 11                      | 18                      | 11                      | 18                      | 9                       | 16                      | 11                      | 18                      | 7                    |
| Hilltop (Wahoo)                     | 13                      | 22                      | 13                      | 22                      | 13                      | 22                      | 13                      | 22                      | 9                    |
| Country Drive (Ashland)             | 13                      | 25                      | 13                      | 25                      | 13                      | 25                      | 13                      | 25                      | 12                   |
| <b>Regulation (18 Hole Course):</b> |                         |                         |                         |                         |                         |                         |                         |                         |                      |
| - Benson                            | 15                      | 24                      | 17                      | 26                      | 10                      | *17                     | 17                      | 26                      | 9 / *7               |
| - Elmwood                           | 14                      | 23                      | 17                      | 26                      | 14                      | 23                      | 17                      | 26                      | 9                    |
| - Johnny Goodman                    | 15                      | 24                      | 17                      | 26                      | 15                      | 24                      | 17                      | 26                      | 9                    |
| - Knolls                            | 15                      | 24                      | 17                      | 26                      | 10                      | *17                     | 17                      | 26                      | 9 / *7               |
| - Eagle & Tara Hills                | 15                      | 24                      | 17                      | 26                      | 11                      | 20                      | 17                      | 26                      | 9                    |
| - Stone Creek                       | 19                      | 28                      | 22                      | 31                      | 12                      | *19                     | 22                      | 31                      | 9 / *7               |
| - Shoreline                         | 16                      | 26                      | 18                      | 28                      | 11                      | *18                     | 18                      | 28                      | 10 / *7              |

- No Sr/Jr Discount Rates on Weekends

\* Golf Cart Sr/Jr Weekday Rates

**ORDINANCE NO. 1234**

AN ORDINANCE TO AMEND ORDINANCE NO.~~12291234~~, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

**Section 1. General Fee Schedule.** The fees and taxes charged by the City of La Vista for various services and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

**(Apply inside City limits and within the Extra-territorial zoning jurisdiction)**

**Building Permit**

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

|     |                       |                                       |
|-----|-----------------------|---------------------------------------|
| fee | General               | \$30 Base fee + see building schedule |
| fee | Commercial/Industrial | \$30 Base fee + see building schedule |

**Plan Review Fee**

|   |  |
|---|--|
| Commercial (non-refundable) permit fee (whichever is greater) | \$100 or 10% of building   |
| Design Review (non-refundable)                                | \$1,000 Bldgs 24,999 sq. ft. or less (min. fee) (or Actual Fee Incurred)   |
|   | \$2,000 Bldgs 25,000 – 49,999 sq. ft (min. fee) (or Actual Fee Incurred)   |
|   | \$3,000 Bldgs 50,000 - 100,000+ sq.ft. (min. fee) (or Actual Fee Incurred) |
|   | \$4,000 Bldgs 100,000 + sq.ft (min. fee) (or Actual Fee Incurred)          |
| Replacement Plan Review Fee fees                              | \$100 + Request for records  |
| Engineer's Review   | \$500  |

**Rental Inspection Program**

**License Fees:**

|   |                      |
|---|----------------------|
| Multi-family Dwellings                              | \$6.00 per unit      |
| Single-family Dwellings                             | \$50.00 per property |
| Duplex Dwellings                                    | \$50.00 per unit     |
| Additional Administrative Processing Fee (late fee) | \$100.00             |

**Inspection Fees:**

|                    |           |
|--------------------|-----------|
| Primary Inspection | No charge |
|--------------------|-----------|

**Class B Property Inspection (after primary inspection):**

|                     |           |
|---------------------|-----------|
| Violation corrected | No charge |
|---------------------|-----------|

|                         |                             |
|-------------------------|-----------------------------|
| Violation not corrected | See Re-inspection Fee below |
|-------------------------|-----------------------------|

Re-inspection Fee (no show or follow up inspection) See Re-inspection Fee below

|  |  |
|--|--|
| Re-inspection Fee  | \$50   |
| Penalty Fee  | 3x Regular permit fee  |
| Refund Policy  | 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded) |
| Certificate of Occupancy   | \$ 50  |
| Temporary Certificate of Occupancy   | \$750  |
| Pre-occupancy fee (Occupancy without C.O.)   | \$750  |
| Temporary Use Permit<br>(includes tents, greenhouses, event structures)                      | \$ 50 plus \$10/day  |
| Sign Permit  | \$150/sign   |
| Identification Sign, Incidental Sign   | \$75/sign  |
| Master Sign Plan (more than 1 sign)  | \$250  |
| Common Sign Plan   | \$250  |
| Temporary Sign Permit:<br>Non-profit or tax exempt organization                              | \$0  |
| All other temporary signs  | \$ 30/year   |
| Tower Development Permit   | \$8,500(min fee) (or actual fee incurred)  |
| Co-locates – Towers  | \$5,000(min fee) (or actual fee incurred)  |
| Tarp Permit(valid for 6 months)  | \$ 30  |
| Solar Panel Permit   | \$ 30  |
| Satellite Dish Permit  | \$ 30  |
| Wading/Swimming Pools at residence   | \$ 30  |
| Dedicated Electrical circuit for pumps   | \$ 30  |
| Mechanical Permits<br>mechanical fee   | \$30 Base fee + See  |
| Plumbing Permits<br>mechanical fee   | \$30 Base fee + See  |
| Sewer Repair Permit  | \$30   |
| Backflow protector permit<br>backflow)   | \$ 30 (\$22 permit & \$8   |
| Underground Sprinklers<br>fixture)   | \$ 30 (\$22 issue fee & \$8  |
| Electrical Permits<br>electrical fee   | \$30 Base Fee + See  |
| City Professional License<br>(Plumbers; Mech. Contractors)                                   | \$ 15 and a \$1,000,000  |
| Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence           |  |
| Also a \$5,000 Bond is required, naming the City as the recipient.                           |  |
| Demolition of building<br>Certificate  | \$250 plus Insurance   |
| Moving Permit (buildings 120 square feet or greater)<br>Certificate                          | \$250 plus Insurance   |
| Sheds and Fences   | \$ 30.00   |
| Sidewalks  | \$ 30.00   |
| Driveway Replacement   | \$ 30.00   |
| Driveway Approach w/o curb cut or grinding   | \$ 30.00   |
| With curb requiring cut plus the 4' apron on each side)                                      |  |
| Contractor (Contractor performs curb cut or grind)   | \$ 30.00 plus \$1.00/ft.   |
| City Charge (if City performs curb cuts)   | \$50 + \$5/ft (\$40 set up fee;  |
| \$10 permit fee)   |  |
| City charge (if City performs curb grinds)   | \$50 + \$6/ft (\$40 set up fee;  |
| \$10 permit fee)   |  |
| Utility Cut Permit   | \$30.00  |
| Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway<br>Approach Construction Permit | \$250  |

Street Paving, Surfacing, Resurfacing, Repairing, Sealing or  
Resealing Permit \$ 30.00/Yearly

Appeal Fee Regarding Issuance or Denial of Street Paving,  
Resurfacing, etc. Permit \$250

#### **FIRE INSPECTION FEES**

##### Plan Review Fees

|                            |  |
|----------------------------|--|
| <u>Commercial Building</u> | 5% of building permit fee with a<br>maximum of \$1,000 |
| Fire Sprinkler Plan Review | \$50.00  |
| Fire Alarm Plan Review     | \$50.00  |

##### Child Care Facilities:

|                     |         |
|---------------------|---------|
| 0 – 8 Children      | \$50.00 |
| 9 – 12 Children     | \$55.00 |
| 13 or more children | \$60.00 |

##### Foster Care Homes:

|            |         |
|------------|---------|
| Inspection | \$25.00 |
|------------|---------|

##### Liquor Establishments:

|                                |         |
|--------------------------------|---------|
| Non-consumption establishments | \$60.00 |
| Consumption establishments     | \$85.00 |

##### Nursing Homes:

|                  |          |
|------------------|----------|
| 50 beds or less  | \$55.00  |
| 51 to 100 beds   | \$110.00 |
| 101 or more beds | \$160.00 |

##### Fire Alarm Inspection:

|                          |  |
|--------------------------|--|
| Four year license (Test) | \$100.00                                     |
| NICET                    | \$25.00 per year NICET certification<br>last |
| Annual test (witnessed)  | \$30.00                                      |

##### Sprinkler Contractor Certificate:

|        |          |
|--------|----------|
| Annual | \$100.00 |
|--------|----------|

##### Fuels Division:

|  |  |
|--|--|
| Above ground Hazardous Substance Storage Tanks (Title 158)   |  |
| Registration   | \$25.00 per tank   |
| Re-registration  | \$25.00 per tank (Required whenever<br>change is made to tank or contents) |
| Above ground Petroleum Storage Tanks (Title 153, Chapter 17) |  |
| Inspection Fee   | \$50.00 (Per installation regardless<br>of the number of tanks)            |

##### Under ground Storage Tanks (Title 159, Chapter 2)

|  |                                   |
|--|-----------------------------------|
| Farm, residential and heating oil tanks        |                                   |
| (tanks with a capacity of 1100gallons or less) | \$10.00 one-time registration fee |
| All other tanks                                | \$30.00 per tank, annually        |
| Petroleum Release Remedial Action Fund         | \$90.00 per tank, annually        |
| Tank installation                              | \$60.00 per tank                  |
| Piping only installation                       | \$60.00                           |

#### **GRADING PERMIT FEES**

|                   |         |
|-------------------|---------|
| 5 acres or less   | \$ 500  |
| More than 5 acres | \$1,000 |

**ZONING FEES**

|  |   |
|--|---|
| Comprehensive Plan Amendment   | \$500   |
| Zoning Map Amendment (rezoning)  | \$500   |
|  |   |
| Zoning Text Amendment  | \$500   |
| Zoning Verification Letter   | \$50  |
|  |   |
| Subdivision Text Amendment   | \$500   |
| Conditional Use Permit (1 acre or less)  | \$300   |
| Conditional Use Permit (more than 1 acre)  | \$500   |
| Conditional Use Permit Amendment   | \$200   |
| Flood Plain Development Permit   | \$500   |
|  |   |
| Administrative Plat – Lot Split, Lot Consolidation<br>or Boundary Adjustment   | \$750+ additional fee of \$250<br>for review of revised<br>drawings   |
| Preliminary Platting   | \$1,000 +additional fee of<br>\$250 for review of revised<br>drawings |
| Final Platting   | \$1000+additional fee of \$250<br>for review of revised<br>drawings   |
| Revised Preliminary Plat   | \$500+additional fee of \$250<br>for review of revised<br>drawings    |
| Replat   | \$1500 +additional fee of<br>\$250 for review of revised<br>drawings  |
|  |   |
| Preliminary P.U.D. (includes rezoning fee)   | \$1000 +additional fee of<br>\$250 for review of revised<br>drawings  |
|  |   |
| Final P.U.D.   | \$500+additional fee of \$250<br>for review of revised<br>drawings    |
| Vacation of Plat and Right of Way Vacation   | \$150   |
|  |   |
| Variance, Appeals, Map Interpretation (B.O.A.)   | \$250   |
| Watershed Fees – the following fees apply to only new developments or<br>significant redevelopments as specified in a subdivision agreement: (fees are<br>remitted to Papillion Creek Watershed Partnership) |   |
| Single Family Residential Development (up to 4-plex)   | \$823 per dwelling unit   |
| High-Density Multi-Family Residential Development  | \$3,619 per gross acre*   |
| Commercial/Industrial Development  | \$4,387 per gross acre*   |

\*Computed to the nearest .01 acre.

**OCCUPATION TAXES**

|   |        |
|---|--------|
| Publication fees                        | \$10   |
| Class A Liquor License Holder           | \$200  |
| Class B Liquor License Holder           | \$200  |
| Class C Liquor License Holder           | \$600  |
| Class D Liquor License Holder           | \$400  |
| Class I Liquor License Holder           | \$500  |
| Class L Liquor License Holder           | \$500  |
| Class W Wholesale Beer License Holder   | \$1000 |
| Class X Wholesale Liquor License Holder | \$1500 |
| Class Y Farm Winery License Holder      | \$500  |
| Class Z Liquor License Holder           | \$500  |
| Class AB Liquor License Holder          | \$400  |
| Class AD Liquor License Holder          | \$600  |
| Class ADK Liquor License Holder         | \$800  |

|   |   |
|---|---|
| Class AK Liquor License Holder  | \$400   |
| Class ABK Liquor License Holder   | \$600   |
| Class BK Liquor License Holder  | \$400   |
| Class CK Liquor License Holder  | \$800   |
| Class DK Liquor License Holder  | \$600   |
| Class IB Liquor License Holder  | \$700   |
| Class IBK Liquor License Holder   | \$900   |
| Class ID Liquor License Holder  | \$900   |
| Class IDK Liquor License Holder   | \$1100  |
| Class IK Liquor License Holder  | \$700   |
| Special Designated Permit – Liquor Control  | \$ 50/day except non-profits  |
| Transfer of Liquor License from One Location to Another   | \$ 25   |
| (These fees are in addition to the State Fee Requirement)   |   |
| Amusement Concessions (i.e. Carnivals)  | \$ 10/concession/day  |
| (This would include any vendors set up for special functions at the La Vista Sports Complex)  |   |
| Auto dealers - new and used -   | \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage. |
| Auto repair   | \$100   |
| Banks, small loan and finance companies   | \$250 plus \$75/each  |
| detached facility.  |   |
| Barber shops, beauty salons, tanning & nail salons  | \$ 75 plus \$10 per operator over one.  |
| Bowling Alleys or Billiard/Pool Halls   | \$ 50/year + \$10/table or alley  |
| (Additional fee for Restaurant or Bar if applicable)  |   |
| Car washes  | \$100 (includes all vacuum & supply vending machines)   |
| Circus, Menagerie or Stage Show   | \$ 50/day   |
| Collecting agents, detective agents or agencies and bail bondsmen   | \$ 75   |
| Construction/Tradesmen  | \$ 75 and a \$1,000,000 Liability,  |
| \$500,000 bodily injury insurance certificate   |   |
| Convenience stores  | \$ 75   |
| Convenience store with car wash vending machines)   | \$120 (Includes all vacuum & supply   |
| Dry cleaning or laundry and tailoring   |   |
| Funeral homes   | \$ 50   |
| Gaming Device Distributors  | \$150   |
| exempt)   | 5% of gross receipts (non-profits)  |
| Games of Chance/Lotteries   |   |
| exempt)   | 5% of gross receipts (non-profits)  |
| Games of Chance/Lottery License Fee   | \$ 50/1st location - \$10/ea additional   |
| Gas Companies   | 5% of gross receipts  |
| Hawkers/Peddlers  | \$ 75/day or \$500/year   |
| Home Occupations (not specified elsewhere)  |   |
| Home Occupation Permit Application Fee  | \$30  |
| Home Occupation 1 and Child Care Home   | \$50  |
| Home Occupation Conditional Use Permit – see Zoning Fees  |   |
| Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities. |   |
| Movie theatres  | \$150/complex and \$75/viewing room   |

Music, Vending, & Pinball Machines \$ 20/year/machine +Service  
 Provider Fee of &75.00 for business outside the City that provides machines for local  
 businesses  
 Nurseries, greenhouses, landscaping businesses,  
 and tree trimmers \$ 75  
 Nursing homes, assisted living, hospitals  
 and retirement homes \$ 5 per bed  
 Pawnbrokers \$ 1.00/pawnbroker transaction  
 evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204.  
 Minimum of \$30/year  
 Professional services - engineers, architects, physicians, dentists, chiropractors,  
 osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real  
 estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional  
 over one (1)

Recreation businesses - indoor and outdoor \$100

Restaurants, Bars, and drive-in eating establishments \$ 50 (5 employees or less)  
 \$100 (more than 5 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity  
 engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay  
 an Occupation Tax based on the schedule below and the actual interior or enclosed  
 square footage of facilities in the City used by said person or entity in the conduct of  
 such business; and any person or entity engaged in a business of making retail sales of  
 groceries, clothing, hardware, notions, furniture, home furnishings, services, paint,  
 drugs, or recreational equipment, and any other person or entity engaged in a business  
 for which an Occupation Tax is not specifically provided elsewhere in this Ordinance,  
 shall pay an Occupation Tax based on the schedule below and actual interior or  
 enclosed square footage of facilities in the City used by said person or entity in the  
 conduct of such business; provided, however, that persons or entities that use a  
 basement or one or more additional floors in addition to the main floor (the main floor  
 being the floor with the greatest total square footage) in the conduct of one or more  
 specified businesses of sales at retail shall determine square footage for purposes of the  
 Occupation Tax imposed hereunder based on the square footage of the entire main floor  
 plus one-half (1/2) of the square footage of all such basement and additional floors.

|         |                |        |
|---------|----------------|--------|
| 0       | 999 sq. ft.    | \$ 50  |
| 1,000   | 2,999 sq. ft.  | \$ 65  |
| 3,000   | 4,999 sq. ft.  | \$ 80  |
| 5,000   | 7,999 sq. ft.  | \$ 120 |
| 8,000   | 9,999 sq. ft.  | \$ 150 |
| 10,000  | 14,999 sq. ft. | \$ 200 |
| 15,000  | 24,999 sq. ft. | \$ 225 |
| 25,000  | 39,999 sq. ft. | \$ 300 |
| 40,000  | 59,999 sq. ft. | \$ 400 |
| 60,000  | 99,999 sq. ft. | \$ 500 |
| 100,000 | and greater    | \$ 750 |

Schools - trade schools, dance schools, music schools,  
 nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships  
 or corporations delivering any product, good or service  
 whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories  
 for service at retail  
 car wash \$ 75 + \$25.00 for attached

Telephone Companies  
 (includes land lines, wireless, cellular, and mobile) 5% of gross receipts

|  |   |
|--|---|
| Telephone Surcharge - 911  | \$1.00 per line per month   |
| Tobacco License<br>Statute)  | \$ 15 (based on State   |
| Tow Truck Companies  | \$ 75   |
| Late Fee (Up to 60 days)   | \$ 35   |
| Late Fee ( 60-90 days)   | \$ 75   |
| Late Fee ( over 90 days)   | Double Occupation tax or \$100,<br>whichever is greater   |
| <b><u>OTHER FEES</u></b>   |   |
| Barricades   |   |
| Deposit Fee(returnable)  | \$ 60/barricade   |
| Block Parties/Special Event  | \$ 5/barricade per day  |
| Construction Use   | \$30 ea. (7 days maximum)   |
| Blasting Permit  | \$1,000   |
| Bucket Truck Rental w/operator   | \$150 per hour  |
| Community Garden Plot Rental   | \$20 annually   |
| Conflict Monitor Testing   | \$200   |
| Cat License Fee (per cat – limit 3)  | \$ 5 each if spayed/neutered<br>\$ 15 each if not spayed/neutered<br>\$ 10 each (delinquent) if<br>spayed/neutered<br><br>\$ 30 each (delinquent) if not<br>spayed/neutered |
| Senior Citizen Discount (Age 65+)  | Free if spayed/neutered   |
| Dog License Fee (per dog – limit 3)  | \$ 5 each if spayed/neutered<br>\$ 15 each if not spayed/neutered<br>\$ 10 each (delinquent) if<br>spayed/neutered<br>\$ 30 each (delinquent) if not<br>spayed/neutered     |
| Senior Citizen Discount (Age 65+)  | Free if spayed/neutered   |
| Dog/Cat License Handling Fee (in addition to above fees)   | \$5   |
| Dog or Cat License Replacement if Lost   | \$ 1  |
| Dog or Cat Capture and Confinement Fee   | \$ 10 + Boarding Costs  |
| MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER<br>SPECIES                                   |   |
| Election Filing Fee  | 1% of Annual Position Salary  |
| Fireworks Sales Permit (Non-Profits)   | \$2,500   |
| Handicap Parking Permit Application Fee<br>State   | \$ Currently Not Charging Per   |
| Natural Gas Franchisee Rate Filing Fee<br>(For rate changes not associated w/the cost of purchased gas.) | Per Agreement   |
| Open Burning Permit  | \$ 10   |
| Parking Ticket Fees  |   |
| If paid within 7 days of violation date  | \$ 20 (\$5 + \$15 admin fee)  |
| If paid after 7 days of violation date but within 30 days  | \$ 25 (\$10 + \$15 admin fee)   |

|  |                               |
|--|-------------------------------|
| If paid after 30 days of violation date                    | \$ 35 (\$20 + \$15 admin fee) |
| <b>Pawnbroker Permit Fees:</b>                             |                               |
| Initial  | \$ 150                        |
| Annual Renewal   | \$ 100                        |
| Pet Store License<br>License)                              | \$ 50 (In addition to Occ.)   |
| Police Officer Application Fee                             | \$ 20                         |
| Public Assembly Permit (requires application and approval) | \$ 00                         |
| Returned Check Fee (NSF)                                   | \$ 35                         |
| Storage of Explosive Materials Permit                      | \$ 100                        |
| Towing/Impound Fee   | \$ 30                         |
| Trash Hauling Permit                                       | \$ 25/yr/truck + \$25,000     |
| Performance Bond   |                               |

**PUBLIC RECORDS**

|  |   |
|--|---|
| Request for Records                                      | \$15.00/Half Hour + Copy Costs* (May be subject to deposit) |
| Audio Tapes  | \$5.00 per tape   |
| Video Tapes or CD/DVD                                    | \$10.00 per tape/CD   |
| *Copy costs shall be established by the Finance Director |   |
| Unified Development Ordinance                            | \$100   |
| Comprehensive Plan                                       | \$ 50   |
| Zoning Map   | \$10 12"x36"<br>\$30 36"x120"                               |
| Zoning Ordinance w/Map                                   | \$ 30   |
| Subdivision Regulations                                  | \$ 30   |
| Future Land Use Map                                      | \$10 12"x36"<br>\$30 36"x120"                               |
| Ward Map   | \$ 2  |
| Fire Report  | \$ 5  |
| Police Report  | \$ 5  |
| Police Photos (5x7)                                      | \$ 5/ea. for 1-15<br>\$ 3/ea. for additional                |
| Police Photos (8x10)                                     | \$ 10/ea. for 1-15<br>\$ 5/ea. for additional               |
| Police Photos (Digital)                                  | \$ 10/ea. CD  |
| Criminal history   | \$ 10   |

**FALSE AND NUISANCE ALARMS**

|  |      |
|--|------|
| Registration Fee for Alarm System (not to include single family or duplexes) | \$25 |
| Renewal Fee for Alarm System (not to include single family or duplexes)      | \$25 |
| Late Registration Charge   | \$35 |

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

| Number of False/Nuisance Alarms | False/Nuisance Alarm Charge |
|---------------------------------|-----------------------------|
| 1                               | No Charge                   |

|           |           |
|-----------|-----------|
| 2         | No Charge |
| 3         | \$100.00  |
| 4 or more | \$250.00  |

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm  
(not to include single family or duplexes)

#### **RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS**

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.

|                     |            |
|---------------------|------------|
| Pumper/Tanker Truck | \$500/hour |
| Weed Truck          | \$150/hour |
| Aerial Ladder Truck | \$750/hour |
| Utility Vehicle     | \$200      |
| Command Vehicle     | \$100      |

Equipment Charges:

|                        |       |
|------------------------|-------|
| Jaws of Life           | \$250 |
| Power Saw              | \$75  |
| Hydraulic jack/chisels | \$75  |
| Cribbing Blocks        | \$10  |
| Winches                | \$10  |

|          |      |
|----------|------|
| Air Bags | \$50 |
|----------|------|

|                |      |
|----------------|------|
| High Lift Jack | \$20 |
|----------------|------|

Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

#### **RESCUE SQUAD FEES**

|                       |       |
|-----------------------|-------|
| BLS Emergency Base    | \$600 |
| ALS Emergency Level I | \$700 |
| ALS Emergency Level 2 | \$800 |
| Mileage Rural         | \$ 14 |

#### **LIBRARY FEES**

|                                  |         |          |
|----------------------------------|---------|----------|
| Membership (Non-Resident Family) | 6 month | \$ 35.00 |
|                                  | 1 year  | \$ 60.00 |
|                                  | 1 month | \$ 7.00  |

|       |                      |
|-------|----------------------|
| Fax   | \$2.00 up to 5 pages |
| Fines |                      |

|                 |            |
|-----------------|------------|
| Books           | \$.05/day  |
| Audio Books     | \$1.00/day |
| Videos/DVDs/CDs | \$1.00/day |

|                      |                                |
|----------------------|--------------------------------|
| Damaged & Lost Books | \$5.00 processing fee + actual |
| cost                 |                                |

|                  |                                |
|------------------|--------------------------------|
| Videos /DVDs/CDs | \$5.00 processing fee + actual |
| cost             |                                |

|              |       |
|--------------|-------|
| Color Copies | \$.50 |
| Copies       | \$.10 |

|                          |                    |
|--------------------------|--------------------|
| Inter-Library Loan       | \$3.00/transaction |
| Lamination – 18" Machine | \$2.00 per foot    |
| Lamination – 40" Machine | \$6.00 per foot    |
| Children's Mini-Camp     | \$10.00 per week   |

**RECREATION FEES**

|  |                               |
|--|-------------------------------|
| Refund Policy (posted at the Community Center) | \$10.00 administrative fee on |
| all approved refunds                           |                               |
| Late Registration Fee                          | \$10.00                       |

|                         |                 |                     |                        |
|-------------------------|-----------------|---------------------|------------------------|
| <u>Community Center</u> | <u>Resident</u> | <u>Non-Resident</u> | <u>Business Groups</u> |
|-------------------------|-----------------|---------------------|------------------------|

|                         |                 |                 |            |
|-------------------------|-----------------|-----------------|------------|
| Facility Rental         |                 |                 |            |
| Gym (1/2 Gym)           | \$ 38/Hour      | \$ 75/Hour      | \$ 75/Hour |
| Gym/Stage (Rental)      | \$420/Day       | \$840/Day       | \$840/Day  |
| Gym/Stage (Deposit)     | \$215           | \$420           | \$420      |
| Game Room               | \$ 22/Hour      | \$ 44/Hour      | \$ 44/Hour |
| Meeting Rooms (Rental)  | \$ 12/Hour/Room | \$ 22/Hour/Room | \$ 27/Hour |
| Meeting Rooms (Deposit) | \$ 50/Room      | \$ 50/Room      | \$ 50/Room |
| Kitchen (Rental)        | \$ 19/Hour      | \$ 27/Hour      | \$ 33/Hour |
| Kitchen (Deposit)       | \$ 50/Room      | \$ 50/Room      | \$ 50/Room |
| Racquetball Court       | \$ 7/Hour       | \$ 14/Hour      | \$ 14/Hour |

|                           |         |         |
|---------------------------|---------|---------|
| Facility Usage            |         |         |
| Daily Visit (19 and up)   | \$ 3.00 | \$ 4.00 |
| Daily Visit (Seniors +55) | \$ -0-  | \$ 2.00 |

|                          |               |
|--------------------------|---------------|
| Fitness Room (19 and up) |               |
| Membership Card          | \$27.00/month |

|   |               |
|---|---------------|
| (Exercise Room, Gym, Racquetball/Valleyball Courts) |               |
| (Mon - Fri 8:00 -5:00 pm)                           | \$3.00        |
| Gym (19 and up)                                     | \$ 4.00/Visit |
| (Mon - Fri 8:00 -5:00 pm)                           | \$3.00        |
| Resident Punch Card                                 | \$ 4.00/Visit |
| Non-resident Punch Card                             | \$50.00       |
| Non-resident Punch Card                             | \$35.00       |
| Ind. Weight Training                                | \$20.00       |
| Classes   | \$ 25         |

Variety of programs as determined by the Recreation Director  
Fees determined by cost of program

|         |                   |             |
|---------|-------------------|-------------|
| Classes | <u>Contractor</u> | <u>City</u> |
|         | 75%               | 25%         |

Contract Instructor Does Registration and Collects Fees

|                       |  |                     |
|-----------------------|--|---------------------|
| Other Facilities:     | <u>Resident</u>                                  | <u>Non-Resident</u> |
| Tournament Fees       | \$ 30/Team/Tournament                            | \$                  |
| 30/Team/Tournament    |  |                     |
| Gate/Admission Fee    | \$ 40/Field/Day                                  | \$ 40/Field/Day     |
| Model Airplane Flying | 10% of Gross                                     |                     |
| Field Pass            | \$30*  | \$40*               |
|                       | * includes \$10 club membership 1 – year license |                     |
| Field Rentals         | \$40/2 hours                                     | Resident and Non-   |
| Resident              |  |                     |
| Park Shelters         | \$15/3 hours                                     | \$25/3 hours        |
| Swimming Pool         | <u>Resident</u>                                  | <u>Non-Resident</u> |
| Youth Daily           | \$ 2   | \$ 4                |
| Adult Daily           | \$ 3   | \$ 4                |
| Resident Tag          | \$ 2   |                     |

|  |                                    |                     |
|--|------------------------------------|---------------------|
| Family Season Pass                     | \$105                              | \$165               |
| Youth Season Pass                      | \$ 65                              | \$ 95               |
| Adult Season Pass                      | \$ 75                              | \$105               |
| 30-Day Pass                            | \$ 55                              | \$ 85               |
| Season Pass (Day Care)                 | \$275                              | \$275               |
| Swim Lessons                           | \$ 30                              | \$ 55               |
| Swimming Pool memberships and specials | prices shall be established by the |                     |
| Finance Director                       |                                    |                     |
|  |                                    |                     |
| Youth Recreation Programs              | <u>Resident</u>                    | <u>Non-Resident</u> |
| Coed Softball/Baseball Ages 5-6        | \$ 45/55                           | \$60/70             |
| Coed Softball/Baseball Ages 7-8        | \$ 45/55                           | \$60/70             |
| Softball/Baseball Ages 9-10            | \$ 60/70                           | \$80/90             |
| Softball/Baseball Ages 11-12           | \$ 70/80                           | \$100/110           |
| Tackle Football                        | \$ 110/120                         | \$140/150           |
| Soccer Ages 8 and above                | \$65/75                            | \$65/75             |
| Fall Baseball clinic                   | \$17/27                            | \$22/32             |
| Basketball Clinic                      | \$ 17/27                           | \$22/32             |
| Basketball Ages 9-10                   | \$ 55/65                           | \$65/75             |
| Basketball Ages 11-12                  | \$ 55/65                           | \$65/75             |
| Soccer Academy                         | \$ 33/43                           | \$53/63             |
| Flag Football                          | \$ 33/43                           | \$53/63             |
| Volleyball                             | \$ 33/43                           | \$53/63             |
| Cheerleading                           | \$ 27/37                           | \$47/57             |
| 3 yr. old Soccer Clinic                | \$17/27                            | \$22/33             |
| Uniform Deposit Fee                    |                                    |                     |
| Basketball                             | \$ 40                              | \$ 40               |
| Tackle Football                        | \$180                              | \$180               |
| Cheerleading                           | \$ 75                              | \$ 75               |
| Adult Recreation                       |                                    |                     |
| Programs                               |                                    |                     |
| Spring Softball – Single               | \$215                              | \$15                |
| Spring Softball – Double               | \$420                              | \$420               |
| Basketball                             | \$145                              | \$145               |
|  |                                    |                     |
| Volleyball                             | \$110                              | \$110               |
| Fall Softball – Single                 | \$120                              | \$120               |
| Fall Softball – Double                 | \$235                              | \$235               |

Golf Green FeesOctober 1<sup>st</sup> – February 28<sup>th</sup>

|                                     |                              |
|-------------------------------------|------------------------------|
| 9-hole Weekdays (adults)            | \$ <u>8.50</u> <u>9.50</u>   |
| 9-hole Weekends – Sa - Su (adults)  | \$ <u>10.00</u> <u>11.00</u> |
| 18-hole Weekdays (adults)           | \$ <u>14.50</u> <u>15.50</u> |
| 18-hole Weekends - Sa - Su (adults) | \$ <u>16.00</u> <u>17.00</u> |
| 9-hole Weekdays - M-F (jr/sr)       | \$ <u>6.00</u> <u>6.50</u>   |
| 9-hole Weekends - Sa-Su (jr/sr)     | \$ <u>8.00</u> <u>8.50</u>   |
| 18-hole Weekdays - M-F (jr/sr)      | \$ <u>11.00</u> <u>11.50</u> |
| 18-hole Weekends - Sa-Su (jr/sr)    | \$ <u>13.00</u> <u>13.50</u> |
| Pull Carts                          | \$ 2.50                      |
| Rental Clubs -                      | \$ 7.00                      |
| Electric Carts – 9-hole             | \$ <u>6.00</u> <u>6.50</u>   |
| Electric Carts – 18-hole            | \$ <u>9.00</u> <u>9.50</u>   |

March 1<sup>st</sup> – September 30<sup>th</sup>

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| 9-hole Weekdays (adults)            | \$ <u>10.00</u> <u>11.00</u>        |
| 9-hole Weekends – Sa - Su (adults)  | \$ <u>12.00</u> <u>13.00</u>        |
| 18-hole Weekdays (adults)           | \$ <u>16.00</u> <u>17.00</u>        |
| 18-hole Weekends - Sa - Su (adults) | \$ <u>18.00</u> <u>19.00</u>        |
| 9-hole Weekdays - M-F (jr/sr)       | \$ <u>8.00</u> <u>8.50</u>          |
| 9-hole Weekends - Sa-Su (jr/sr)     | \$ <u>10.00</u> <u>10.50</u> sr/jr. |
| 18-hole Weekdays - M-F (jr/sr)      | \$ <u>13.00</u> <u>13.50</u>        |
| 18-hole Weekends - Sa-Su (jr/sr)    | \$ <u>15.00</u> <u>15.50</u> sr/jr. |

Pull Carts

\$ 2.50

|                          |                                 |
|--------------------------|---------------------------------|
| Rental Clubs             | \$ 7.00                         |
| Electric Carts – 9-hole  | \$ <u>6.50</u><br><u>7.00</u>   |
| Electric Carts – 18-hole | \$ <u>10.50</u><br><u>11.00</u> |

Junior – Age 15 & under; Senior – Age 55 & over

Golf concessions, merchandise, specials, league and tournament prices shall be established by the Finance Director.

Annual Passes

(One Full Year from date of purchase)

|                   |                                   |
|-------------------|-----------------------------------|
| Adult (16over)    | \$ <u>400.00</u><br><u>450.00</u> |
| Senior (55 over)  | \$ <u>300.00</u><br><u>350.00</u> |
| Junior (15 under) | \$ <u>300.00</u><br><u>350.00</u> |
| Family            | \$ <u>750.00</u><br><u>800.00</u> |

Discount Cards(Adult Rates)

|           |                                   |
|-----------|-----------------------------------|
| 12 rounds | \$ <u>400.00</u><br><u>110.00</u> |
|-----------|-----------------------------------|

(Jr./Sr. Rates)

|           |                                 |
|-----------|---------------------------------|
| 12 rounds | \$ <u>80.00</u><br><u>85.00</u> |
|-----------|---------------------------------|

Special Services Van Fees

Zone 1 Trip within city limits (LaVista & Ralston)  
way

Includes trips to grocery stores and senior center

Zone 2 Trip outside city limits \$3.00 one way

Zone 3 Trip outside city limits  
way \$10.00 one

Bus pass (each punch is worth \$1.00) \$30.00

Section 2. Sewer Fee Schedule.§3-103 Municipal Sewer Department; Rates.

A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.

B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.

C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows

a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$8.34 per month.

- b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$8.34 per month plus an amount equal to \$5.82 times the total number of dwelling units, less one, in the Multi-Family dwellings that comprise an apartment complex. The customer charge for Residential-Multi Family sewer service users will be billed by the City of La Vista in addition to the flow charge billing from the Metropolitan Utilities District. A late charge of 14% will be applied for for Multi-Family sewer use billings.
- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$8.94 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$18.94. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$2.43 per hundred cubic feet (ccf).
3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

**Section 3. Sewer/Drainage Connection Fee Schedule.** A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

|                        |    |                      |
|------------------------|----|----------------------|
| Residential            |    |                      |
| Single Family Dwelling |    | \$1,100              |
| Duplex                 |    | \$1,100/unit         |
| Multiple Family        |    | \$ 858/unit          |
| Commercial/Industrial  |    | \$5,973/acre of land |
|                        | as |                      |
|                        |    | platted              |

The fee for commercial (including industrial) shall be computed on the basis of \$5,973 per acre within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.

- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

| Sewer Tap Fee (Inspection Fee)         |  |                                   |
|--|--|-----------------------------------|
| Service Line w/inside diameter of 4"   |  | \$400                             |
| Service Line w/inside diameter of 6"   |  | \$600                             |
| Service Line w/inside diameter of 8"   |  | \$700                             |
| Service Line w/inside diameter over 8" |  | Special permission/set by Council |

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

|  |    |       |
|--|----|-------|
| Private Sewage Disposal System Const. Permit       | \$ | 1,500 |
| Appeal Fee Re: Issuance or Denial of Sewer Permits | \$ | 1,500 |

Section 6. Repeal of Ordinance No.1158. Ordinance No. 1158 as originally approved on November 15, 2011, and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such

unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication.

PASSED AND APPROVED THIS 25TH 6TH DAY OF NOVEMBER, 2014JANUARY, 2015.

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>                                | <b>Type:</b>                              | <b>Submitted By:</b>                |
|--|---|-------------------------------------|
| APPROVAL OF AGREEMENT -<br>SPORTS FACILITY USE | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | SCOTT STOPAK<br>RECREATION DIRECTOR |

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a contract with Triple Crown Sports Inc. (TCS) of Fort Collins, CO for the usage of City Sports Facilities in La Vista for five years as identified in the Triple Crown Sports Facility Use Agreement.

**FISCAL IMPACT**

Triple Crown Sports Inc. (TSC) agrees to pay the City of La Vista as identified in the Triple Crown Sports Facility Use Agreement under Item C.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Triple Crown Sports has been renting the City of La Vista Fields for the last several years to conduct a youth baseball tournament. This will be the 2<sup>nd</sup> five (5) year agreement with Triple Crown Sports Inc. (TCS) of Fort Collins, CO for the usage of City Sports Facilities in La Vista.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS CO, TO ALLOW USE OF THE CITY SPORTS FACILITIES FOR A YOUTH BASEBALL TOURNAMENT AND SLUMP BUSTER FESTIVAL.

WHEREAS, the City has determined that it is desirable to continue a long term agreement with Triple Crown Sports Inc; and

WHEREAS, Triple Crown Sports have has had an agreement with the City for use of the Sports facilities for the last five years; and

WHEREAS, this agreement will insure the return of this event to the City of La Vista in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign an agreement with Triple Crown Sports Inc, Fort Collins CO, to allow use of the City sports facilities for a youth baseball tournament and slump buster festival for the next five years.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Triple Crown Sports of Fort Collins, CO produces the largest youth baseball tournament in the USA. The SlumpBuster® coincides with the NCAA® College World Series. In August 2011, Triple Crown added roughly 130 teams by acquiring the Omaha NIT, formerly produced by KC Sports.



## 2014 SlumpBuster® & Omaha NIT Event Facts:

- This event is more than a tournament, it's an **experience**. Special events include: bonfire, pin trading, inflatables, skills competitions, All-Star Game, vendor row, food, and other entertainment.
- 495 baseball teams from 35 States
  - 443 teams from outside a 100 mile radius
- 18,720 outside visitors to region (39 people per team)
  - 13,365 fans and parents (27/team)
  - 5,940 Participants (12/team)
- 16,501 Room nights utilized at 42 area hotels
  - Required stay-to-play lodging policy for all out of town teams
- **\$9.7 Million** in Economic Impact according to the National Association of Sports Commissions
- **\$160 Million** in Economic Impact for 20 year History (TCS Estimate)
- Tournament Quick Facts:
  - 53 ballfields used in 5 area cities
  - 1,328 games scheduled (2014)
  - 150 Event Staff: 10+ college coaches and 100+ umpires
  - 4 Sessions make up the 17 day event (June 11-June 26, 2014)
  - 2 full-time staff to set up the event
- Single largest purchaser of CWS General Admission (GA) tickets for six consecutive years.
  - 40,432 Tickets Purchased by outside visitors (*Average # games per team = 2.16*)
    - 15,000 GA tickets purchased directly from CWS of Omaha Inc.
    - 25,432\* GA and Reserved tickets purchased from box office/online (*\*Estimate based on Average/game*)
- Work successfully with: Omaha CVB, Omaha Sports Commission, Omaha Parks and Rec., CWS of Omaha, NCAA® Baseball, NCAA® Eligibility Office, Council Bluffs CVB, Council Bluffs Parks and Rec., City of La Vista, City of Lincoln, Metro Umpires, Carter Lake Parks and Rec., City of Ft. Calhoun, West Omaha Baseball Foundation, Nebraska City Baseball Association, Iowa West Youth Foundation, six private facility user groups, 42 area hotels and 20+ event partners/Sponsors.
- The SlumpBuster has long-term contracts in place with the City of Council Bluffs, IA, City of Omaha facilities and other area private facility partners of 3 to 15 years.
- Triple Crown is a reputable, national brand for amateur sporting events dating back to its inception in 1987.

### SlumpBuster History:

| Year  | Teams | States |
|-------|-------|--------|
| 93-02 | 1,347 | 28     |
| 2003  | 150   | 12     |
| 2004  | 200   | 13     |
| 2005  | 259   | 21     |
| 2006  | 424   | 31     |
| 2007  | 443   | 36     |
| 2008  | 462   | 37     |
| 2009  | 495   | 36     |
| 2010  | 484   | 39     |
| 2011  | 525   | 39     |
| 2012  | 505   | 35     |
| 2013  | 421   | 32     |
| 2014  | 495   | 35     |

For more information please contact Triple Crown Sports.

Brandon Hardy  
SlumpBuster Event Director  
970-672-0568 Direct  
[brandon@triplecrownSports.com](mailto:brandon@triplecrownsports.com)





## TRIPLE CROWN SPORTS FACILITY USE AGREEMENT

THIS AGREEMENT BETWEEN TRIPLE CROWN SPORTS INC. (TCS) OF FT. COLLINS, CO AND THE CITY OF LA VISTA IS ENTERED INTO ON \_\_\_\_\_ FOR THE PURPOSE OF PROVIDING A QUALITY BASEBALL TOURNAMENT IN LA VISTA, NE FOR FIVE YEARS. THE AGREEMENT WILL BEGIN IN 2015 AND THE LAST YEAR WILL BE 2019. EXACT DATES OF FIELD USAGE WILL ROTATE ANNUALLY WITH THE NCAA® COLLEGE WORLD SERIES (CWS). FACILITY USAGE NORMALLY TOTALS 16 DAYS, INCLUDING THREE DAYS BEFORE THE CWS AND THREE DAYS AFTER THE CWS.

THIS AGREEMENT IS HEREBY EFFECTIVE FOR A TERM COMMENCING ON THE DATE SIGNED AND WILL EXPIRE ONCE THE FOLLOWING STIPULATIONS HAVE BEEN SATISFIED BY BOTH PARTIES.

### TERMS OF AGREEMENT

#### A. THE CITY OF LA VISTA AGREES TO:

1. PROVIDE TRIPLE CROWN SPORTS THE EXCLUSIVE USE OF THE FOLLOWING FACILITIES ON THE DATES LISTED ABOVE AND IN SECTION A2: FROM 8:00 AM – 4:00 PM
  - LA VISTA SPORTS COMPLEX (BASEBALL AND SOFTBALL FIELDS ONLY)
  - CITY PARK FIELDS
2. THE TOURNAMENT DATES LISTED ABOVE ARE FIRM AND NOT TO BE CHANGED BY EITHER PARTY WITHOUT WRITTEN CONSENT BY BOTH PARTIES. FUTURE DATES OF FIELD USAGE ARE ESTIMATED FOR JUNE 11- JUNE 25: 2015, JUNE 16-30: 2016 AND JUNE 15-29, 2017. THESE DATES ARE SUBJECT TO CHANGE AND ARE NOT FIRM UNTIL THE CWS SCHEDULE IS OFFICIALLY ANNOUNCED. EXACT DATES FOR FACILITY USAGE IN 2018 AND 2019 WILL BE DETERMINED ONE YEAR IN ADVANCE OF EACH YEAR OR AS SOON AS THE CWS DETERMINES EXACT DATES.
3. NOT ALLOW ANY OTHER BASEBALL TOURNAMENT TO BE HELD AT THESE FACILITIES ON THE DATES OF THE TRIPLE CROWN TOURNAMENT.
4. DRAG AND LINE FIELDS IN PREPARATION FOR THE FIRST GAMES ON EACH DAY OF THE TOURNAMENT. ADDITIONAL DRAGS MUST BE SCHEDULED AND WILL BE CHARGED THE GOING RATE.
5. PROVIDE THE TRIPLE CROWN TOURNAMENT DIRECTOR WITH A KEY TO STORE-ROOM WHERE BASES, ETC. ARE KEPT **OR** HAVE SOMEONE AT THE SITE WITH THIS KEY IN CASE OF EMERGENCY.

6. ALLOW GAMES TO START AS EARLY AS 8 AM AND LAST UNTIL 4 PM EACH DAY OF THE TOURNAMENT.

EXCEPTIONS:

- IF THERE ARE MULTIPLE DAYS OF BAD WEATHER, TRIPLE CROWN MAY REQUEST FIELD USAGE PAST 4 PM. FACILITY RETAINS RIGHT TO REFUSE USAGE AFTER 4 PM. TCS WILL NEVER INITIALLY SCHEDULE GAMES TO FINISH LATER THAN 4 PM.

7. PROVIDE A SPACE IN THE PARKS FOR A NOVELTY STAND.

8. ALLOW TRIPLE CROWN TO DISPLAY BANNERS IN A PROFESSIONAL MANNER AT THE FACILITIES.

9. ASSIST TRIPLE CROWN IN SECURING TEAMS FOR TOURNAMENT THROUGH NEWS RELEASES AND ANY OTHER TYPES OF PROMOTION THAT THE ORGANIZATION CAN PROVIDE (WORD OF MOUTH).

10. PROVIDE THE NAMES AND PHONE NUMBERS OF LOCAL UMPIRE ASSOCIATION CONTACTS USED BY THE FACILITY.

11. FACILITY MAY OPERATE CONCESSION STAND AND RETAIN ALL PROFITS.

12. CITY OF LA VISTA WILL COLLECT 10% OF GROSS GATE/ADMISSION FEES IF CHARGED.

13. TRIPLE CROWN TOURNAMENTS MAY BE PLAYED IN ADVERSE WEATHER OR MUDDY CONDITIONS (EXCLUDING LIGHTNING). HOWEVER, THE FINAL DECISION ON THE PLAYABILITY OF THE FIELDS WILL BE LEFT TO THE FACILITY SUPERVISOR.

B. TRIPLE CROWN BASEBALL AGREES TO:

1. PROVIDE A TOURNAMENT DIRECTOR AND ALL EVENT STAFF.

2. PRODUCE ALL BRACKETING FOR THE TOURNAMENT AND HANDLE DISTRIBUTION OF BRACKETS AT THE TOURNAMENT.

3. BRACKETS WILL BE FAXED OR EMAILED TO THE CITY OF LA VISTA NO LATER THAN TWO WEEKS PRIOR TO THE EVENT.

4. PAY FOR ALL UMPIRES USED DURING THE TOURNAMENT.

5. SUPPLY ALL AWARDS.

6. PUBLISH THE TRIPLE CROWN PRE-TOURNAMENT REGISTRATION FORM AND DISTRIBUTE WITHIN THE DRAWING AREA FOR THE TOURNAMENT.

7. FURNISH COPY OF LIABILITY INSURANCE. (**CERTIFICATE REQUEST FORM MUST BE COMPLETED IF ADDITIONAL INSURED ARE TO BE LISTED FOR THIS EVENT**)

8. MAINTAIN MONTHLY CONTACT TO REPORT ON PROGRESS OF TEAM ENTRIES AND TO FINALIZE ALL DETAILS.

9. USE TELEMARKETING, NEWSPAPERS, INTERNET, RADIO AND DIRECT MAILINGS TO ACTIVELY PROMOTE THIS TOURNAMENT.

ANY MENTION OF LA VISTA IN PROMOTIONAL INFORMATION MUST BE APPROVED BY CITY OF LA VISTA PRIOR TO RELEASING.

C. TRIPLE CROWN SPORTS AGREES TO PAY THE FOLLOWING OVER THE FIVE YEAR CONTRACT:

- TRIPLE CROWN WILL PAY ALL FIELD COSTS ASSOCIATED TO USE THE FACILITY. THIS INCLUDES, BUT IS NOT LIMITED TO: FIELD RENTAL, LIGHT USAGE, SURFACE MATERIALS DUE TO RAIN (DIAMOND DRY, RAPID DRY, ETC.), FESTIVAL COSTS, ADDITIONAL DRAGS, PERMITS AND 10% OF GROSS IF GATE/ADMISSION FEE IS COLLECTED.

D. TERMINATION:

- THIS CONTRACT IS BINDING ONCE SIGNED BY BOTH PARTIES. HOWEVER, IF EITHER PARTY FAILS TO PROVIDE ANY PART OF THE OUTLINED AGREEMENT, THE CONTRACT MAY BE TERMINATED. TERMINATION MUST BE PROVIDED IN WRITING AND MUST BE 270 DAYS BEFORE THE SAID YEAR.

E. OTHER:

- DUE TO THE NATURE OF THE LONG-TERM AGREEMENT, THERE COULD BE CHANGES DESIRED BY EITHER PARTY. BOTH PARTIES UNDERSTAND THIS AND WILL REMAIN OPEN TO POTENTIAL MODIFICATIONS. THESE MODIFICATIONS NEED TO BE MUTUALLY AGREED UPON AND IN WRITING.

## SIGNATURE PAGE

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(Facility Director Print Name) (Date)

---

(Signature)

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(Address)

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(City, State, Zip)

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(Work Phone)

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(Cell Phone)

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(Email Address)

---

(Triple Crown Representative Print Name) (Date)

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(Signature)

TRIPLE CROWN SPORTS  
3930 AUTOMATION WAY  
FORT COLLINS, CO 80525  
970-223-6644

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                                  | <b>Submitted By:</b>                        |
|---|---|---|
| APPLICATION FOR REPLAT & SUBDIVISION AGREEMENT – LOTS 15 & 19A, CENTECH BUSINESS PARK (PROPOSED LOT 1, CENTECH BUSINESS PARK REPLAT ONE) (SW OF 134 <sup>TH</sup> ST. & CENTECH ROAD) | ◆ RESOLUTION (2)<br>ORDINANCE<br>RECEIVE/FILE | ANN BIRCH<br>COMMUNITY DEVELOPMENT DIRECTOR |

**SYNOPSIS**

Resolutions have been prepared to approve the Replat and Subdivision Agreement for approximately 10 acres located southwest of 134<sup>th</sup> Street and Centech Road.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Resolutions have been prepared to approve the Replat and Subdivision Agreement application by State Steel of Omaha, Inc., on approximately 10 acres currently platted as Lots 15 and 19A, Centech Business Park (to be replatted as Lot 1, Centech Business Park Replat One), generally located southwest of 134<sup>th</sup> Street and Centech Road.

The properties are currently zoned I-2, Heavy Industrial. State Steel of Omaha's operational facility is located on this property. The replat is for the purpose of combining two lots to allow for a building addition.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 21, 2014, and unanimously recommended approval of the Replat to City Council, conditional on the satisfactory resolution of the issues noted in the staff report.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 15 AND 19A, CENTECH BUSINESS PARK, TO BE REPLATTED AS LOT 1, CENTECH BUSINESS PARK REPLAT ONE, A SUBDIVISION LOCATED IN THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lots 15 and 19A, Centech Business Park, to be replatted as Lot 1, Centech Business Park Replat One; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on August 21, 2014, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 15 and 19A, Centech Business Park, to be replatted as Lot 1, Centech Business Park Replat One, a subdivision located in the Southeast and the Southwest  $\frac{1}{4}$  of Section 13, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 134<sup>th</sup> Street and Centech Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 1, CENTECH BUSINESS PARK REPAT ONE SUBDIVISION.

WHEREAS, the City Council did on January 6, 2015, approve the replat for Lot 1, Centech Business Park Replat One Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, State Steel of Omaha, Inc., has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the January 6, 2015, City Council meeting for the Centech Business Park Replat One Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2014-SUB-07

FOR MEETING OF: Jan. 6, 2015  
Report Prepared on: Dec. 24, 2014

**I. GENERAL INFORMATION**

**A. APPLICANT:**

State Steel of Omaha, Inc.  
P.O. Box 3224  
Sioux City, IA 51102

**B. PROPERTY OWNER:**

State Steel of Omaha, Inc.  
P.O. Box 3224  
Sioux City, IA 51102

**C. LOCATION:** Southwest of the intersection of 134<sup>th</sup> St. and Centech Road.

**D. LEGAL DESCRIPTION:** Lots 15 and 19A, Centech Business Park.

**E. REQUESTED ACTION(S):** Replat of Lots 15 and 19A, Centech Business Park to proposed Lot 1, Centech Business Park Replat One.

**F. EXISTING ZONING AND LAND USE:** I-2 – Heavy Industrial; 19A – Industrial Use (State Steel); Lot 15 – Vacant

**G. PURPOSE OF REQUEST:** Combine two lots into one for the purpose of a building addition.

**H. SIZE OF SITE:** 10.57 Acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** State Steel of Omaha's operational facility is currently located here. The property is mostly flat with a slight downgrade to the southwest. The western part of the property is located in a floodplain.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** DJ's Enterprise, I-1 Light Industrial; Lots 12-14 & 43 Centech Business Park
2. **East:** Gross Point Holdings, LLC, I-1 Light Industrial; Lot 23A Centech Business Park
3. **South:** Enterprise Properties, Inc., I-2 Heavy Industrial; Tax Lot 6A2A 13-14-11

4. **West:** Team Enterprise, LLC, I-1 Light Industrial; Lots 30 & 31 Centech Business Park. Nebco, Inc., I-1 Light Industrial; Lot 6 Chalco Valley Business Park

**C. RELEVANT CASE HISTORY:**

1. None

**D. APPLICABLE REGULATIONS:**

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
2. Section 3.07 of the Subdivision Regulations – Replats
3. Section 7.04 of the Subdivision Regulations – Subdivision Agreement

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for industrial uses.

**B. OTHER PLANS:** Not applicable.

**C. TRAFFIC AND ACCESS:**

1. The main access points for the property will be via drive connections to Centech Road.
2. It was determined by the City Engineer that the existing traffic study would not have to be amended for the proposed actions.

**D. UTILITIES:**

1. The properties have access to water, sanitary sewer, gas, power and communication utilities along Centech Road.

**IV. REVIEW COMMENTS:**

1. In accordance with Section 3.03.13 of the Subdivision Regulations, the floodplain/floodway limits need to be shown. It appears that much of the proposed building area is located in an existing floodplain. The applicant will need to demonstrate compliance with Papillion Creek Watershed Stormwater Management Policies- Policy Group #5 for Floodplain Management. This has a 25% floodway fringe filling limitation.
2. In accordance with Section 7.04 of the Subdivision Regulations a final of the draft subdivision agreement has been provided. This agreement addresses the tract sewer connection fee, the storm water management fee, and identification of private costs for relocation of existing sewers that are proposed to accommodate the building expansion. The agreement also identifies the relocation of the existing PCSMP facility. A revised PCSMP Easement and Maintenance Agreement is needed which can

include the major storm path easement in lieu of a separate major storm path easement.

3. A separate easement instrument for the relocated sewers needs to be recorded prior to the recording of the plat.
4. The notations about existing sewer easements across the property between Centech Road and the sewer easement parallel to the south property line being in favor of SID 111 need to be reviewed. These easements may be in favor of SID 172 (Centech Business Park). The proposed easement will also need to address the major storm drainage path. Refer to comments on the proposed sewer relocation plans. This issue must be addressed before City Council review.

**V. STAFF RECOMMENDATION – REPLAT:**

Approval of Centech Business Park Replat One contingent upon the recording of all easements prior to the release of the final plat and signed subdivision agreement for recording.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The Planning Commission held a public hearing on August 21, 2014 and unanimously recommended approval of the Replat to City Council, conditional on the satisfactory resolution of the issues noted in the staff report.

**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Preliminary Plat Map
3. Final Plat Map
4. Subdivision Agreement

**VIII. COPIES OF REPORT SENT TO:**

1. Jason Thiellen, E&A Consulting Group
2. David Bernstein, State Steel of Omaha
3. Public Upon Request

CHRIS SOLBERG  
Prepared by:

Am Brink 12-31-14  
Community Development Director Date



Vicinity Map

## Centech Business Park Replat 1

8/14/2014  
CSB



**SUBDIVISION AGREEMENT  
CENTECH BUSINESS PARK REPLAT ONE**

This Subdivision Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between STATE STEEL OF OMAHA, INC. an Iowa Corporation domesticated in Nebraska (hereinafter referred to as "SUBDIVIDER"), and SANITARY AND IMPROVEMENT DISTRICT NO. 172 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 172"), and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "PROPERTY" or "Replatted Area"), which parcel of land is outside the corporate limits of the City, but within the City's zoning and platting jurisdiction; and,

WHEREAS, the PROPERTY was originally platted as Lots 15 through 19, inclusive, Centech Business Park, a platted and recorded subdivision in Sarpy County, Nebraska under the conditions set forth in a previous Development Agreement adopted by the Sarpy County Board of Commissioners on June 20, 1995 ("Original Development Agreement"); and by administrative plat in or about 2004, Lots 16 through 19 were consolidated into a single Lot 19A and an original building was constructed on said Lot; and thereafter Subdivider acquired Lot 15 for additional parking; and,

WHEREAS, all provisions of said Original Development Agreement pertaining to the PROPERTY are valid and are hereby affirmed and shall remain in effect except as modified by this Subdivision Agreement; and'

WHEREAS, the Subdivider proposes to construct on Lot 15, as originally platted, an addition to its existing building and related improvements ("Building Expansion"), and to do so requests consolidation of Lots 15 and 19A into a single lot as depicted in Exhibit "A"; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the PROPERTY to the sewer system of SID 172; and,

WHEREAS, the Subdivider, SID 172 and City desire to agree on various matters related to the proposed Building Expansion project, including without limitation, the method for the installation and allocation of expenses for public improvements to be constructed in the PROPERTY, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above the following is agreed among the parties hereto:

1. Public improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed or otherwise made on the PROPERTY, including without limitation relocation of storm sewer and post construction

stormwater management facilities, and relocation of sanitary sewer (hereinafter referred to as "IMPROVEMENTS" or "Public Improvements"). All design, location, plans and specifications of the IMPROVEMENTS must receive the approval of the Public Works Department of the City prior to construction. Public Improvements shall be constructed in accordance with approved plans and specifications to the satisfaction of the City Engineer. Subdivider shall provide the City at no cost test results and reproducible copies of construction record drawings and specifications of Public Improvements satisfactory to the City Engineer.

2. Payment for improvements. The Subdivider shall pay the entire cost of all the Public Improvements, and neither SID 172 nor City shall pay for any costs associated with Public Improvements, including without limitation the relocation of public storm and sanitary sewers. Prior to recording of the proposed plat shown on Exhibit "A," as finally approved by the City, the Subdivider, in addition to any other bonds required by Nebraska law, will present to the City for the benefit of the City binding performance bonds in an amount of 110% of the total estimated costs of the Public Improvements to be constructed or otherwise made by the Subdivider which are set forth on Exhibit "B". Said bonds shall be written by a surety and in form and content satisfactory to the City Engineer, include a two-year warranty period, and by their terms be enforceable by the City.
3. Maintenance of improvements. SID 172 shall maintain the Public Improvements shown on Exhibit "B" (relocated storm and sanitary sewers) after completion of the construction of the improvements by the Subdivider and granting of easements to SID 172 and the City by the Subdivider, to the satisfaction of the City Engineer.
4. Right to connect to City sewer system. The PROPERTY is located within the Wastewater Service Area covered by an agreement between the City of Omaha and the City of La Vista. Said agreement requires the City to approve all connections that ultimately receive treatment of sewage by the City of Omaha. The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the PROPERTY to the City sanitary sewer system, subject to obtaining proper permits and connection agreements in form and content satisfactory to the City Engineer, and paying the applicable fees. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statutes, rules, or regulations.
5. Sewer Connection/Drainage Fee. The Subdivider represents and warrants to City that Subdivider has previously made payment of the sewer connection fee for Lots 16 through 19, inclusive (subject to verification by the City and payment by Subdivider of any unpaid amounts) of Centech Business Park in the amount of \$44,063.94 to the City. No connection fee was paid with respect to Lot 15 as previously platted. The property on which payment has previously been made is illustrated on Exhibit "C" attached hereto and incorporated by reference. The City of La Vista imposes a special sewer/drainage fee. The City will collect this fee and remit a portion of the fee to the City of Omaha in accordance with the Wastewater Service Agreement between the City of La Vista and the City of Omaha. This

fee is computed as follows for the portion of the PROPERTY that was previously platted as Lot 15, Centech Business Park upon which no sewer connection fee was previously paid. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of the PROPERTY. Payment shall be based on the current rates in effect at the time of building permit. The fee at the current rates in effect upon execution of this Subdivision Agreement is \$15,147.53, computed as follows:

|  |             |
|--|-------------|
| Portion of Lot 1, Centech Business Park Replat One   |             |
| Previously platted as Lot 15, Centech Business Park  |             |
| 2.536 Acres @ \$5,973.00 per acre, industrial zoning | \$15,147.53 |

6. Watershed Management Fee. The Subdivider shall make payment to the City of La Vista for Watershed Management Fees. The City will collect this fee and remit it to the Papillion Creek Watershed Partnership. This fee is computed as follows for the portion of Lot 1, Centech Business Park Replat One, on which new development or significant redevelopment is to occur. This is the portion previously platted as Lots 15 and 16, Centech Business Park containing 4.565 acres. Lots 15 and 16 are illustrated on Exhibit "C" attached hereto and incorporated by reference. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of the PROPERTY. Payment shall be based on the current rates in effect at the time of the building permit. The fee at the current rates in effect upon execution of this Subdivision Agreement is \$20,026.66 computed as follows:

|   |             |
|---|-------------|
| Portion of Lot 1, Centech Business Park Replat One          |             |
| Previously platted as Lots 15 and 16, Centech Business Park |             |
| 4.565 Acres @ \$4,387.00 per acre, industrial zoning        | \$20,026.66 |

7. Floodplain/Floodway. Location and components of the Building Expansion in relation to existing floodplain and floodway, and compliance with applicable stormwater management policies, including without limitation, the Papillion Creek Watershed Stormwater Management Policies - Policy Group #5 for Floodplain Management, shall be demonstrated by the Subdivider and subject to review and approval to the satisfaction of the City Engineer.
8. Drainage Calculations and Map. Subdivider, prior to the City's execution and delivery of the final plat to the Subdivider, shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City Engineer setting forth easements required to convey major storm sewer events (hundred year flood) over the surface of the PROPERTY, which easements Subdivider shall provide in the plat or other instruments, in form and content satisfactory to the City Engineer.
9. Easements. All easements required by the Subdivider, SID 172 City or any other party, for existing, proposed, or relocated public or private or shared improvements, including without limitation, sewers, utilities, roads or other infrastructure or improvements, shall be granted by the final plat or by other instruments, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution,

delivery and recording of said Easements with the final plat. Copies of recorded Easements shall be provided to the City.

10. City Access/Repair, Etc. The City and SID 172, and their respective employees and agents, each shall have a perpetual easement and right, but not any duty, of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection, testing and work as follows. In the event City or SID 172 determines construction, replacement, repair or maintenance of any public improvements is defective or not progressing or not being performed satisfactorily or in a timely manner, City or SID 172 may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City or SID 172, as the case may be, shall have a lien for the cost therefor, which lien City or SID 172 may file of record against the lots benefited. If said lien amount is not timely paid in full, the City or SID 172 may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City or SID 172 in such foreclosure.
11. Infrastructure and Easements at Private Expense. The cost of all infrastructure, improvements and Easements within and serving the Replatted Area shall be constructed, maintained and provided at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider, and no part thereof shall be the responsibility or expense of SID 172 or City.
12. Annexation. Subdivider and SID 172 each agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action contesting annexation of the Replatted Area, or any part thereof, by the City. Subdivider and SID 172 each agrees that the City shall not be obligated to annex the Replatted Area.
13. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.
14. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by SID 172 or the City at law, in equity or such other remedy as SID 172 or City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
15. Incorporation by Reference. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
16. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or

privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

17. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
18. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
19. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
20. Filing of Record. The Subdivider, at its expense when recording the final plat and Easements, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator.
21. Agreements Herein Constitute Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute covenants running with the land and shall be binding upon the Subdivider and all of Subdivider's successors, heirs, assigns, lenders, mortgagees and others gaining or claiming an interest or lien in or against Subdivider or any PROPERTY within the Replatted Area. This Agreement shall be subject to approval of the governing bodies of SID 172 and the City and cannot be changed without approval of both said governing bodies and a written amendment executed by proper officials of both SID 172 and the City. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent modified by this Agreement. City and SID 172 each shall have the right, but not the obligation, to enforce any and all covenants.

IN WITNESS WHEREOF, we the Parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

ATTEST:

CITY OF LA VISTA

---

CITY CLERK

DATE

MAYOR

---

DATE

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 172 OF SARPY  
COUNTY, NEBRASKA

---

CLERK

DATE

CHAIRPERSON

---

DATE

STATE STEEL OF OMAHA, INC.

---

By: DAVID BERNSTEIN

DATE

Title: \_\_\_\_\_

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

---

Notary Public

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )SS

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ and \_\_\_\_\_, personally known by me to be the Clerk and Chairperson of SID 172, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said SID 172.

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

---

## Notary Public

## ACKNOWLEDGMENT OF NOTARY

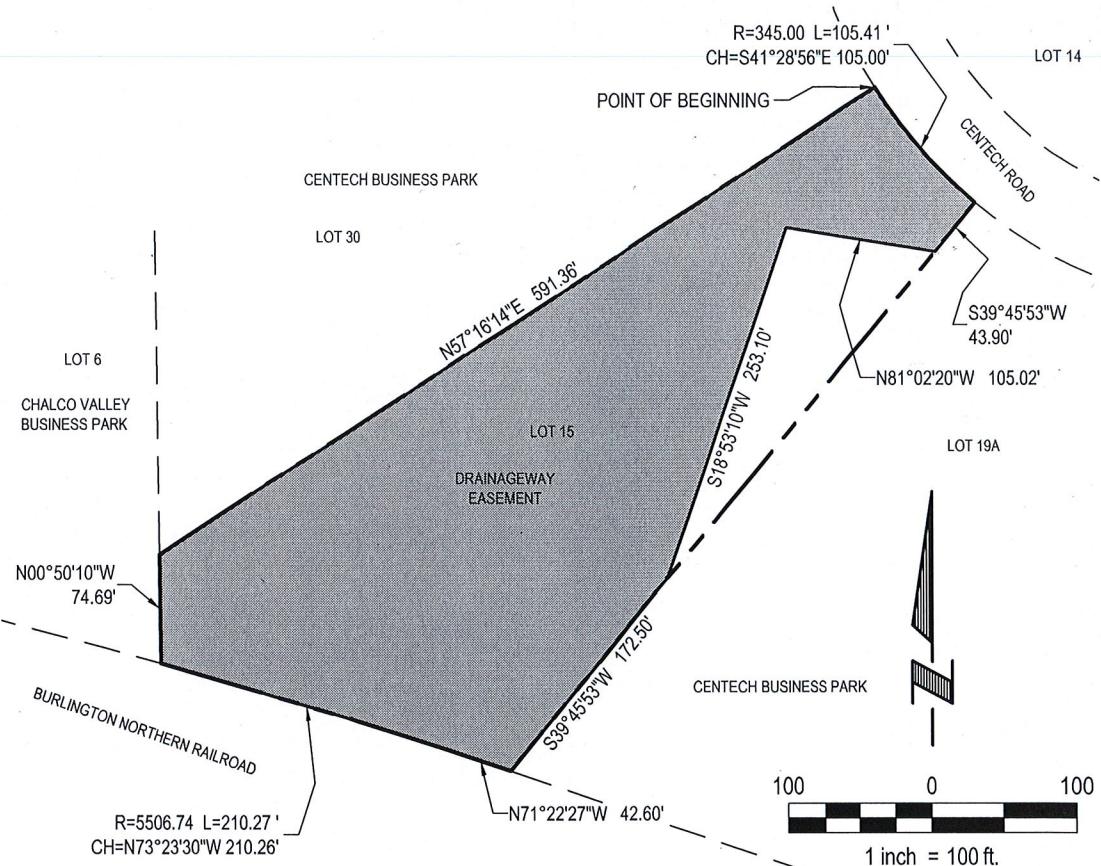
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared David Bernstein, personally known by me to be the \_\_\_\_\_ of STATE STEEL OF OMAHA, Inc. , and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

---

## Notary Public

# "EXHIBIT A"



## LEGAL DESCRIPTION

A TRACT OF LAND BEING THAT PART OF LOT 15, CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 30, SAID CENTECH BUSINESS PARK, AND ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 105.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S41°28'56"E (ASSUMED BEARING), A DISTANCE OF 105.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 19A, SAID CENTECH BUSINESS PARK; THENCE S39°45'53"W ALONG THE EASTERN LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 19A, CENTECH BUSINESS PARK, A DISTANCE OF 43.90 FEET; THENCE N81°02'20"W, A DISTANCE OF 105.02 FEET; THENCE S18°33'10"W, A DISTANCE OF 253.10 FEET TO A POINT ON SAID EASTERN LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 19A, CENTECH BUSINESS PARK; THENCE S39°45'53"W ALONG SAID EASTERN LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 19A, CENTECH BUSINESS PARK, A DISTANCE OF 172.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 19A, CENTECH BUSINESS PARK, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD ON THE FOLLOWING TWO (2) DESCRIBED COURSES: N71°22'27"W, A DISTANCE OF 42.60 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 5506.74 FEET, A DISTANCE OF 210.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N73°23'30"W, A DISTANCE OF 210.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6, CHALCO VALLEY BUSINESS PARK, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 13; THENCE N00°50'10"W ALONG THE WESTERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE EASTERN LINE OF SAID LOT 6, CHALCO VALLEY BUSINESS PARK, A DISTANCE OF 74.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 30, CENTECH BUSINESS PARK; THENCE N57°16'14"E ALONG SAID WESTERLY LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 30, CENTECH BUSINESS PARK, A DISTANCE OF 591.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 97,356 SQUARE FEET OR 2.235 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

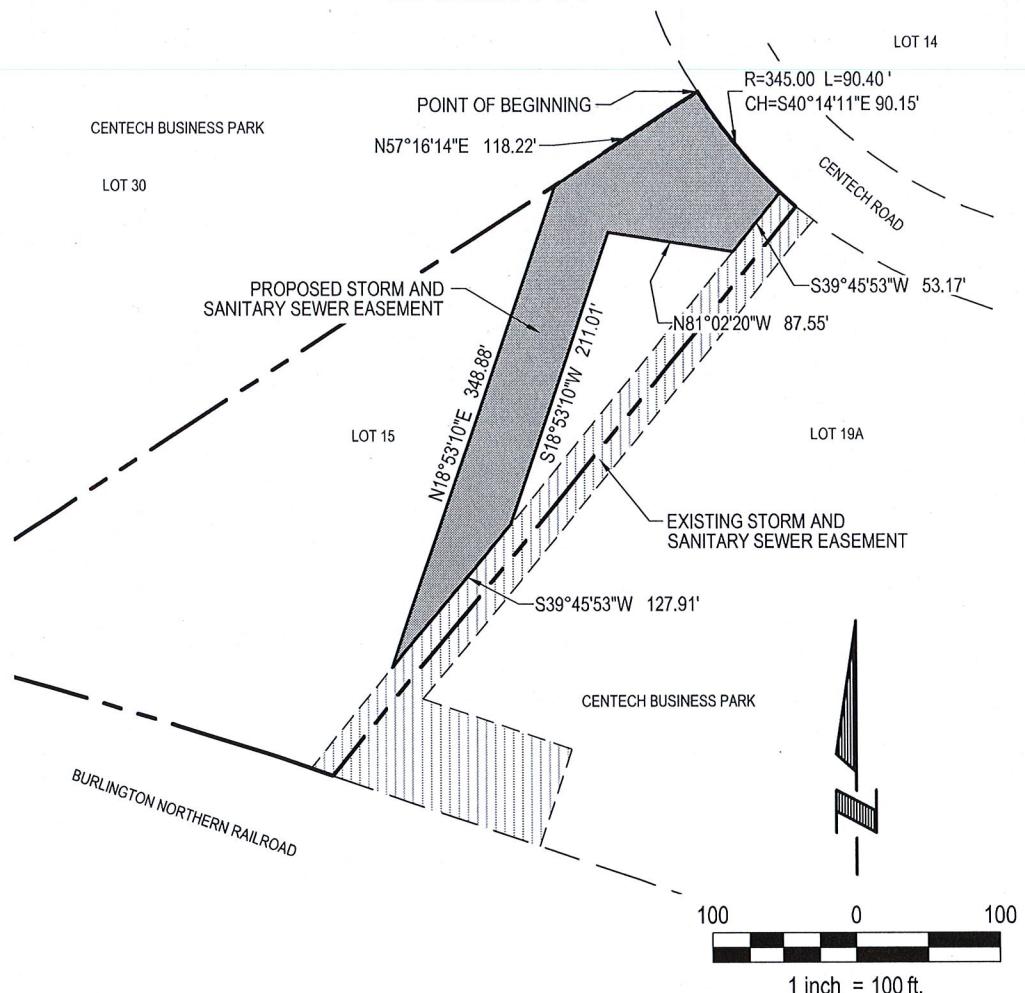
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

|                        |          |                  |                  |
|------------------------|----------|------------------|------------------|
| Drawn by: FCE          | Chkd by: | Scale: 1" = 100' | Date: 02/09/2014 |
| Job No.: P2003.207.013 |          |                  |                  |

**PART OF LOT 15  
CENTECH BUSINESS PARK**  
SE1/4 OF SECTION 13, T14N, R11E  
SARPY COUNTY, NEBRASKA

# "EXHIBIT A"



## LEGAL DESCRIPTION

A TRACT OF LAND BEING THAT PART OF LOT 15, CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 30, SAID CENTECH BUSINESS PARK, AND ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 90.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S40°14'11"E (ASSUMED BEARING), A DISTANCE OF 90.15 FEET; THENCE S39°45'53"W, A DISTANCE OF 53.17 FEET; THENCE N81°02'20"W, A DISTANCE OF 87.55 FEET; THENCE S18°53'10"W, A DISTANCE OF 211.01 FEET, THENCE S39°45'53"W, A DISTANCE OF 127.91 FEET; THENCE N18°53'10"E, A DISTANCE OF 348.88 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 30, CENTECH BUSINESS PARK; THENCE N57°16'14"E ALONG SAID WESTERLY LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 30, CENTECH BUSINESS PARK, A DISTANCE OF 118.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 22,307 SQUARE FEET OR 0.512 ACRES, MORE OR LESS.



**E & A CONSULTING GROUP, INC.**

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE Chkd by: Scale: 1" = 100' Date: 02/09/2014  
Job No.: P2003.207.013

**PERMANENT STORM AND SANITARY  
SEWER EASEMENT**

**LOT 15, CENTECH BUSINESS PARK**

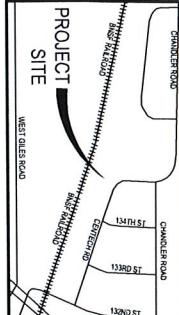
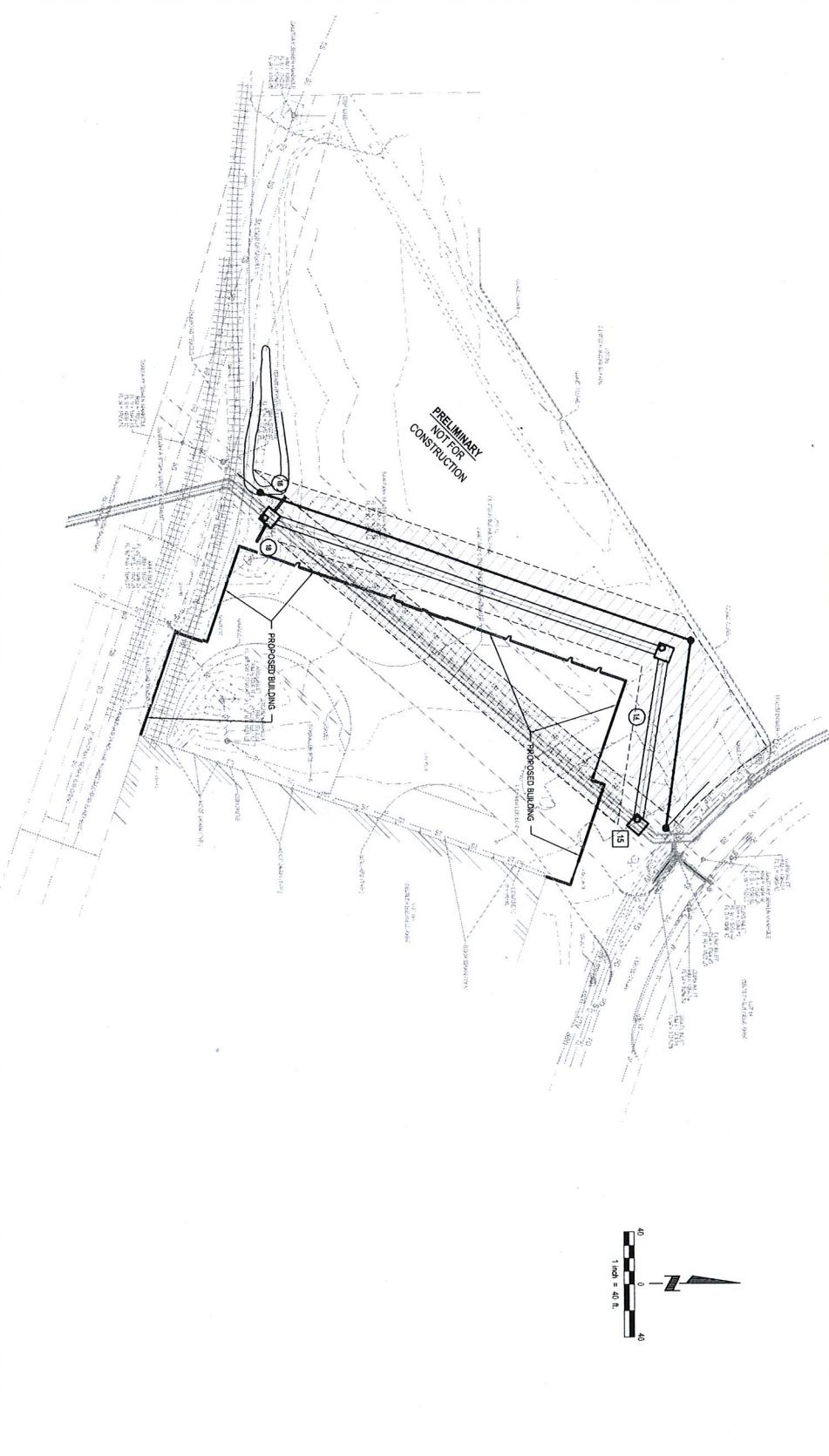
SE1/4 OF SECTION 13, T14N, R11E  
SARPY COUNTY, NEBRASKA



# STORM DRAIN AND SANITARY SEWER RELOCATION PROJECT

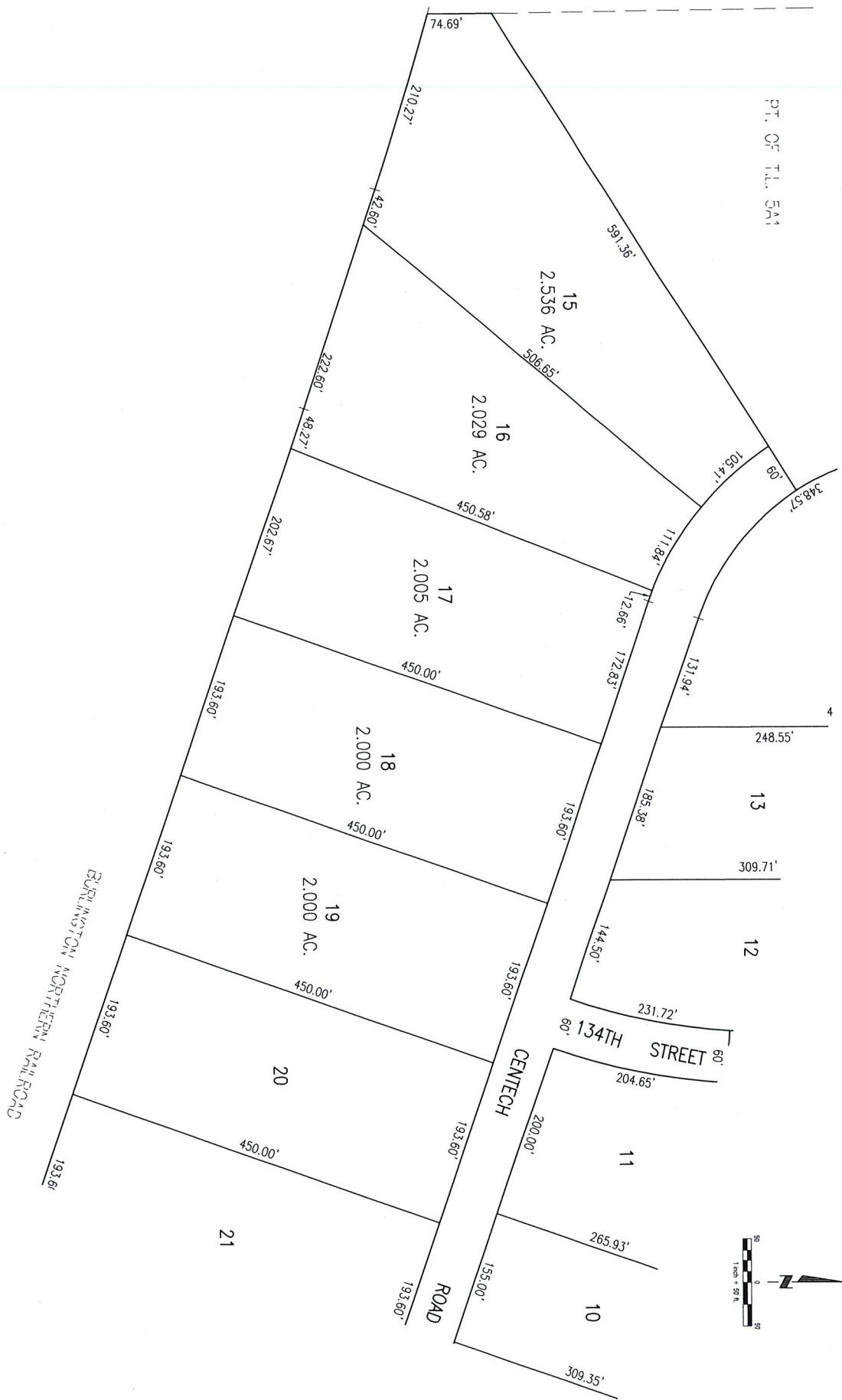
CENTECH BUSINESS PARK (S.I.D. 172)

LOT 15 AND LOT 19A, CENTECH BUSINESS PARK, TO BE KNOWN AS LOT 1, CENTECH BUSINESS PARK, REPLAT ONE  
LOCATED IN SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST, OF THE 6TH P.M.  
SARPY COUNTY, NEBRASKA



| Proj. No.                                      | Revisions |       |             |  | CENTECH BUSINESS PARK<br>STORM DRAIN AND<br>SANITARY SEWER<br>RELOCATION PROJECT<br>S.I.D. 172<br>SARPY COUNTY, NEBRASKA | <br>Engineering Answers | E & A CONSULTING GROUP, INC.<br>Engineering • Planning • Environmental & Field Services |
|--|-----------|-------|-------------|--|--|---|---|
| Date:  | By:       | Date: | Description |  |  |   |   |
| 7/1/2014                                       |           |       |             |  |  |   |   |
| Drawn By:                                      | B.W.      | Date: |             |  |  |   |   |
| Scale:   | NA        | Date: |             |  |  |   |   |
| Sheet:   | 1 of 6    | Date: |             |  |  |   |   |
| Drawn With AutoCAD 2013<br>10/29/2012 11:31 PM |           |       |             |  |  |   |   |

# CENTECH BUSINESS PARK



| Project No.   |        | Revisions |             |
|---------------|--------|-----------|-------------|
| Date          | Design | Date      | Description |
| 10/23/2014    | OTHERS |           |             |
| Drawn By: NNA |        |           |             |
| Scale: 1"=32' |        |           |             |
| Sheet: 1 of 1 |        |           |             |

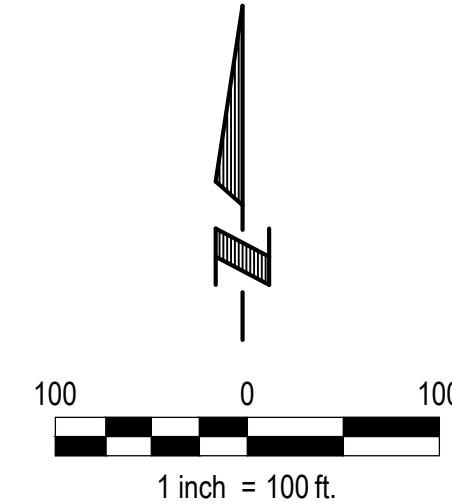
EXHIBIT C  
ORIGINAL PLAT

CENTECH BUSINESS PARK  
LA VISTA, NEBRASKA



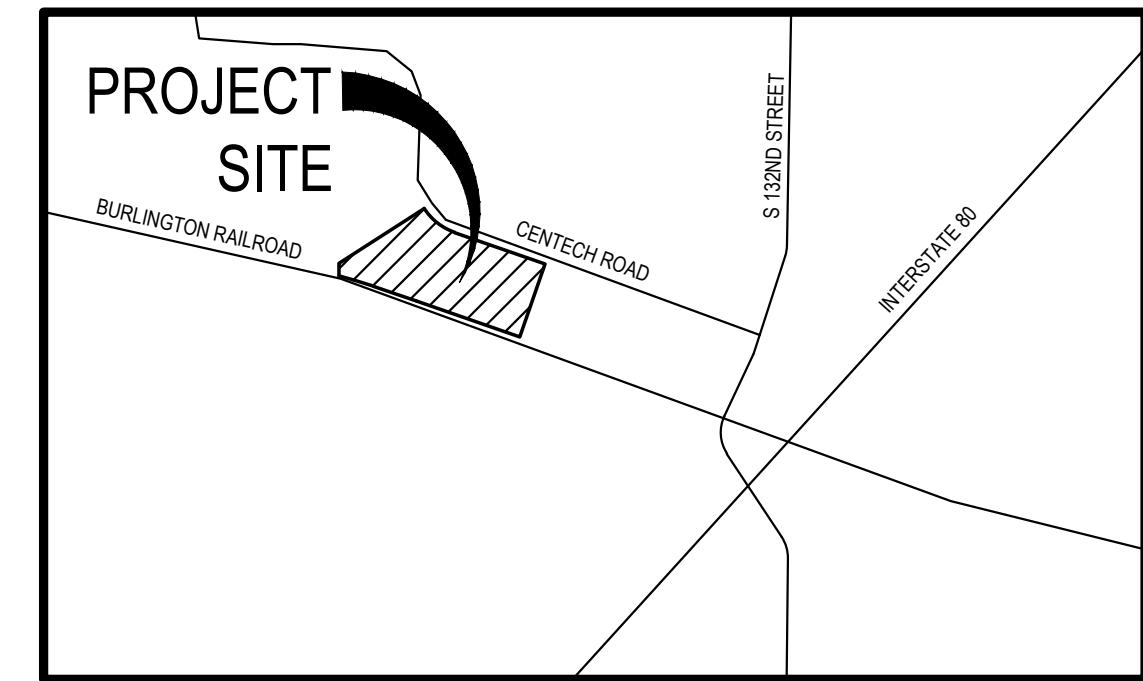
E & A CONSULTING GROUP, INC.  
Engineering • Planning • Environmental & Field Services

333 North 117th Street, Omaha, NE 68154  
Phone 402.895.4720 Fax 402.895.3599  
www.eacg.com

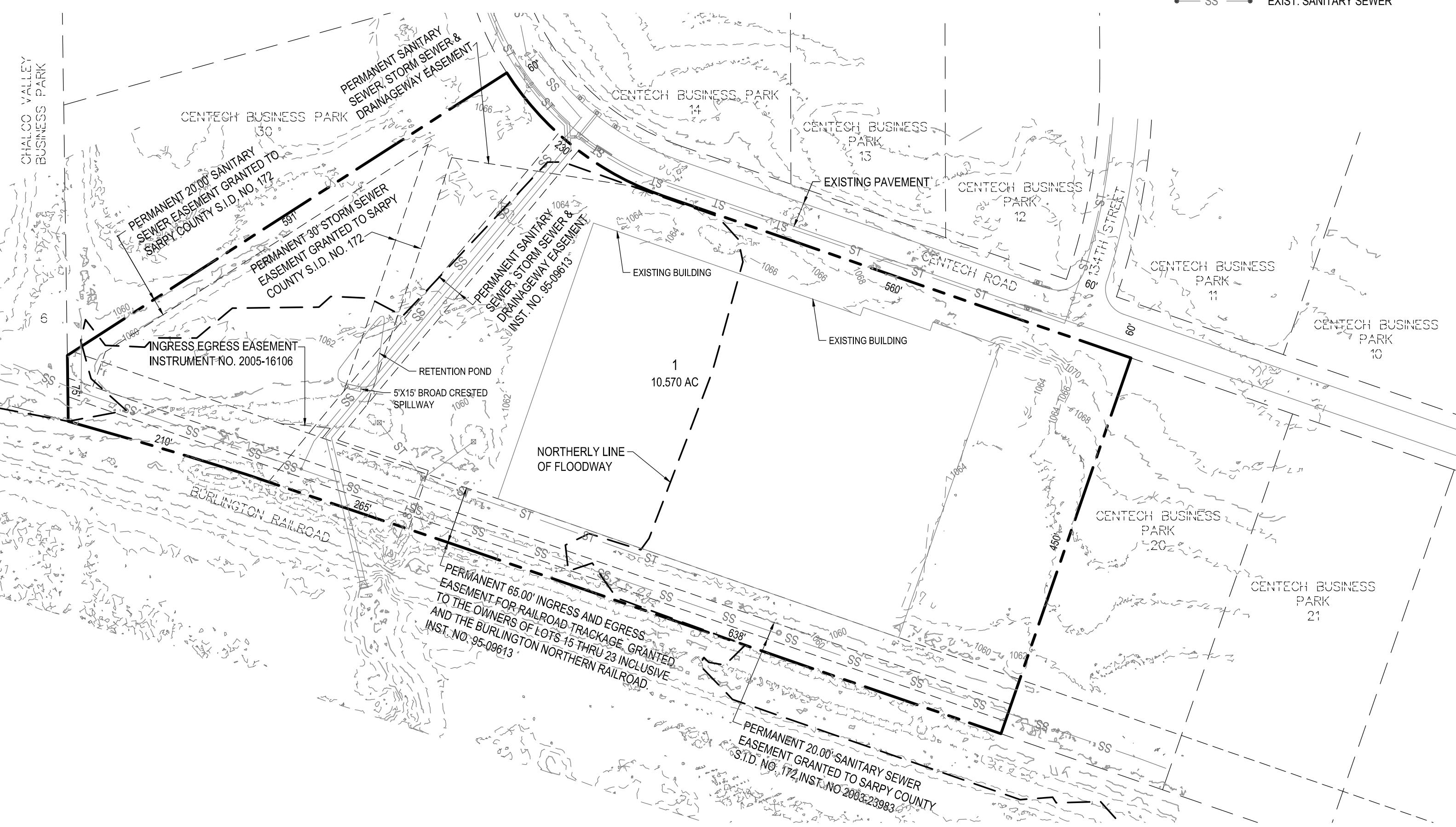


#### LEGEND

- Boundary Line
- - - Easements
- Floodway Line
- 1120 — Exist. Major Contours
- 1122 — Exist. Minor Contours
- ST • Exist. Storm Sewer
- SS • Exist. Sanitary Sewer



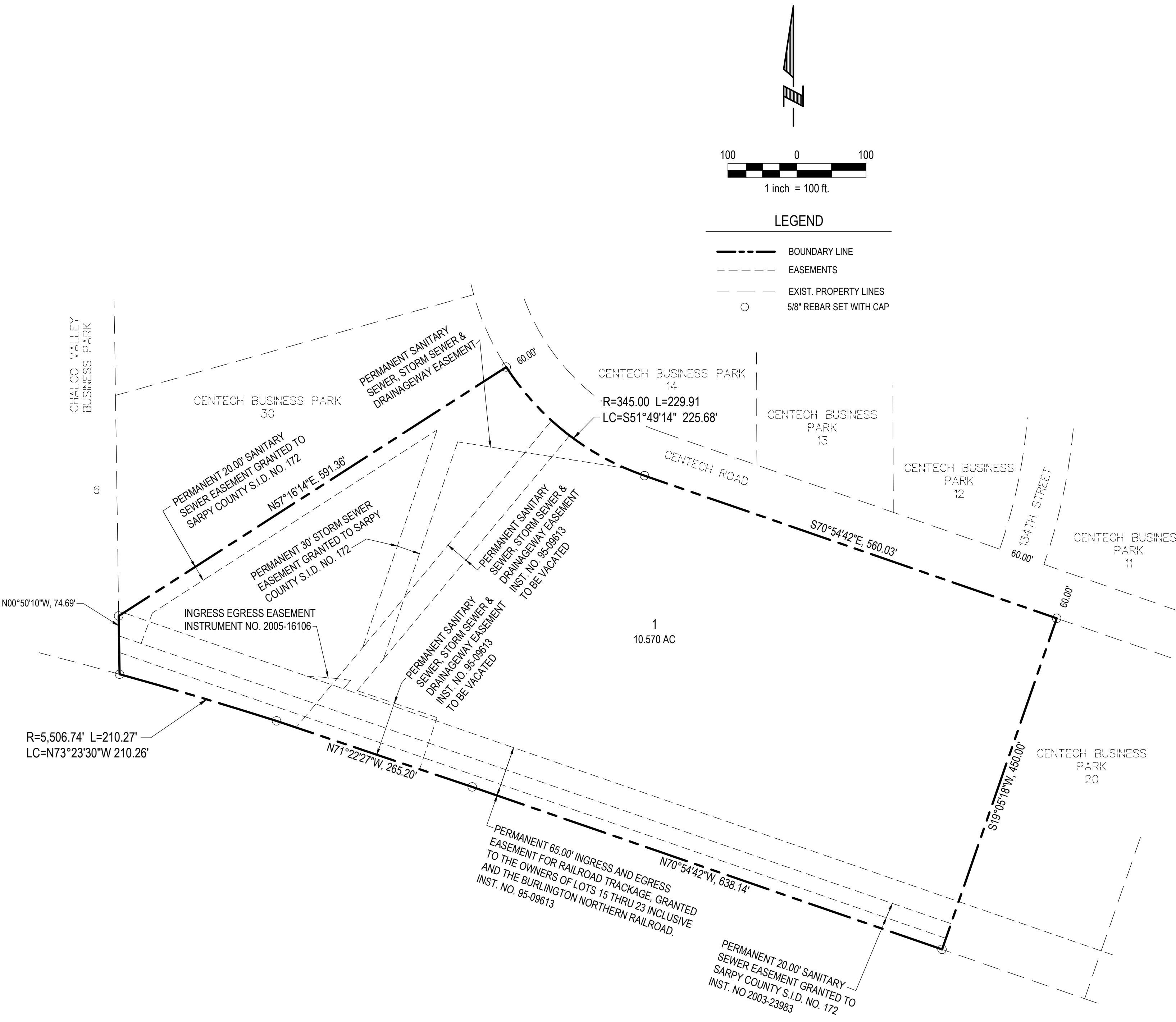
VICINITY MAP



# CENTECH BUSINESS PARK REPLAT ONE

## LOT 1

A TRACT OF LAND BEING A REPLAT OF LOT 15 CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN LOCATED IN THE SE1/4 OF SECTION 13, AND ALSO LOT 19A SAID CENTECH BUSINESS PARK ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



100  
0  
100  
1 inch = 100 ft.

### LEGEND

- BOUNDARY LINE
- - - EASEMENTS
- - - EXIST. PROPERTY LINES
- 5/8" REBAR SET WITH CAP

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE STATE STEEL OF OMAHA INC. THE OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND ENBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HERAFTER KNOWN AS CENTECH BUSINESS PARK REPLAT ONE (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STATE STEEL OF OMAHA INC.

DAVE BERNSTEIN  
PRESIDENT

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVE BERNSTEIN, PRESIDENT OF STATE STEEL OF OMAHA INC. WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

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

NOTARY PUBLIC

### NOTES:

1. ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS CENTECH BUSINESS PARK REPLAT ONE BEING A REPLAT OF LOT 15 CENTECH BUSINESS PARK, AND ALSO LOT 19A SAID CENTECH BUSINESS PARK ALL LOCATED IN THE NW 1/4 OF THE SE 1/4 AND ALSO THE SW 1/4 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 460,445 SQUARE FEET OR 10.570 ACRES, MORE OR LESS.

JASON HEADLEY LS-604

DATE

### APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF CENTECH BUSINESS PARK REPLAT ONE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

### ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF CENTECH BUSINESS PARK REPLAT ONE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST  
CITY CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

### 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 ENBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE \_\_\_\_\_ COUNTY TREASURER \_\_\_\_\_

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF CENTECH BUSINESS PARK REPLAT ONE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY SURVEYOR / ENGINEER

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154  
Phone: 402.865.4700 Fax: 402.865.8593  
www.eacg.com

CENTECH BUSINESS PARK REPLAT ONE  
LA VISTA, NEBRASKA

EXHIBIT A-2  
FINAL PLAT

| Proj. No.    | P2003-207/03 | Revisions        |
|--------------|--------------|------------------|
| Date:        | 07/07/2014   | Date             |
| Designed By: | JMT          | Description      |
| Drawn By:    | FR3          | PLAT RESUBMITTAL |
| Sheet:       | 1 of 1       | 1 of 1           |

ITEM E

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>                          | <b>Type:</b>                              | <b>Submitted By:</b>        |
|--|---|-----------------------------|
| AMENDMENT TO<br>COUNCIL POLICY STATEMENT | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | BOB LAUSTEN<br>POLICE CHIEF |

**SYNOPSIS**

A resolution has been prepared approving an update to the Council Policy Statement regarding Smoking and Tobacco Use of Tobacco Products at City Facilities.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

A change to the Council Policy Statement is proposed to include the prohibition of electronic smoking devices in the workplace or at city facilities (unless used in designated areas). There is reason to believe that public use of electronic smoking devices results in second hand exposure to nicotine and other potentially harmful chemical vapors and the City desires to create and encourage a healthy, welcoming and comfortable environment for residents and visitors,

The policy also updates the city facilities covered by the Policy Statement as well as defines what smoking and electronic devices are for the purposes of the Policy Statement.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING CHANGES AND REVISIONS TO AN EXISTING COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Smoking and Tobacco Use of Tobacco Products at City Facilities" has been reviewed and revisions recommended by the Managing Directors.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the changes to Council Policy Statement entitled "Smoking and Tobacco Use of Tobacco Products at City Facilities" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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## **Smoking and Use of Tobacco Products at City Facilities**

### **108.01 Definitions**

For purpose of this policy:

**Smoking:** means the burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe, or any other matter or substance which contains tobacco or any other matter that can be smoked, including the use of smokeless tobacco and snuff, or the inhaling or exhaling of smoke or vapor from an electronic smoking device.

**Tobacco products:** means cigarettes, cigars, pipes, smokeless and chewing tobacco.

**Electronic smoking device:** means an electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.

**Vapor:** means an aerosol mist or smoke which emits from an electronic smoking device.

### **108.02 Policy**

It shall be the policy of the City Council and the City of La Vista that the use of tobacco products at City facilities shall be closely restricted.

In an effort to consider the needs and concerns of employees who use tobacco products and electronic smoking devices, as well as those who do not, and to provide a healthy *tobacco and vapor free* working environment, the City has adopted the following restrictions:

All employees, volunteers, customers and visitors are expected to extinguish and properly dispose of any tobacco products or the use of any electronic smoking devices prior to entering City Hall, the Community Center, the City Annex Building, the Golf Course Clubhouse, the Police Station, the Public Library, or Public Works Buildings.

To facilitate this policy the City shall post signage identifying City Hall, the Community Center, the City Annex Building, the Golf Course Clubhouse, the Police Station, the Public Library, Public Works Facilities and the Swimming Pool as *tobacco and vapor free* facilities at all public entrances and provide ashtrays for disposal.

Any tobacco or electronic smoking use is prohibited throughout the buildings and grounds at City Hall, the Community Center, the City Annex Building, the Police Station, the Public Library, Public Works Facilities and the Swimming Pool; except for areas identified as tobacco and electronic smoking device permitted locations and posted with appropriate signage. Installation of appropriate signage will be coordinated with the Building Maintenance Division of Public Works. Tobacco and electronic smoking device permitted areas will be designated by the Department Head with the approval of the City Administrator and such designated areas must be outdoors or outdoors in nature, such as a garage.

Tobacco and electronic smoking device use is permitted on the Golf Course grounds.

# City of La Vista

## Council Policy Statement

### SMOKING AND USE OF TOBACCO PRODUCTS AT CITY FACILITIES

Employees and volunteers may not use tobacco products or electronic smoking devices in City vehicles or while operating City equipment.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>  |
|--|---|---|
| APPLEWOOD CREEK TRAIL<br>BNSF TO GILES ROAD<br>FUNDING APPLICATION TO MAPA | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOHN KOTTMANN<br>CITY ENGINEER/ASSISTANT PUBLIC<br>WORKS DIRECTOR |

**SYNOPSIS**

A resolution has been prepared authorizing the submittal of an application to the Metropolitan Area Planning Agency for federal aid funding under the Transportation Alternatives Program for a multi-use recreational trail along Applewood Creek from the BNSF railroad pedestrian underpass to the south side of Giles Road.

**FISCAL IMPACT**

Funding under this federal aid program would not become available until 2018 or 2019. The project is proposed to be included in the next 1 & 6 Year Road Program update. If the project scores high enough against competing applications and if federal funding is authorized in future years, then the City's share would be 20 percent of the project and federal aid would provide 80 percent. The City share of the project will need to be considered in future budget years if the application is successful.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Portal Greenway in the City's Master Parks & Recreation Plan proposes a multi-use trail in this location. The trail would commence at the end of an existing trail just southwest of the existing BNSF pedestrian underpass behind 8506 South 102<sup>nd</sup> Street and would continue westerly and southerly along Applewood Creek to the south side of Giles Road to connect to an existing trail in the Portal Ridge subdivision. An undercrossing of Giles Road is proposed. This linkage would allow a large residential area to reach the existing multi-use trail along 96<sup>th</sup> Street and continue south to the West Papio Trail system. The total project cost is \$1,642,000 and would occur over several years following the required federal procurement process. A copy of the MAPA TAP Application Form and a location map are attached. The submittal deadline is January 9, 2015.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE METROPOLITAN AREA PLANNING AGENCY (MAPA) FOR FEDERAL AID FUNDING UNDER THE TRANSPORTATION ALTERNATIVES PROGRAM FOR A MULTI-USE RECREATIONAL TRAIL ALONG APPLEWOOD CREEK FROM THE BNSF RAILROAD PEDESTRIAN UNDERPASS TO THE SOUTH SIDE OF GILES ROAD IN LA VISTA NEBRASKA.

WHEREAS, the City Council of the City of La Vista has determined that said trail improvements are necessary; and

WHEREAS, submittal of an application to MAPA is necessary; and

WHEREAS, funding under this federal aid program would not become available until 2018 or 2019; and

WHEREAS, the project is proposed to be included in the next 1 & 6 Year Road Program update; and

WHEREAS, if the project scores high enough against competing applications and if federal funding is authorized in future years the City's share would be 20 percent of the project and federal aid would provide 80 percent; and

WHEREAS, the City share of the project will need to be considered in future budget years if the application is successful;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the submittal of an application to MAPA for federal aid funding under the Transportation Alternatives Program for a Multi-use recreational trail along Applewood Creek from the BNSF railroad pedestrian underpass to the south side of Giles Road in La Vista, Nebraska.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Metropolitan Area Planning Agency (MAPA)  
**FY2016 Transportation Alternatives Program (TAP) Application**

**General Information**

**Applicant:** City of La Vista  
**Mailing Address:** 9900 Portal Road  
**City:** La Vista      **State:** NE      **Zip Code:** 68128  
**Staff Contact:** John Kottmann      **Phone:** 402-331-8927

**Type of Applicant:** Local Government (City or County)

If "Other", please specify

**Project Information**

**Project Title:** Applewood Creek Trail - BNSF Railroad to Giles Road

**Project Description:** Please provide details about the proposed facility including the project's location, the length of the project, and type of work proposed

See the attached document.

**Please select one of the follow eligible activities that corresponds to the proposed project**

Please Select: **1.1 | Construction of bicycle or pedestrian infrastructure**

**1 Trails & Bicycles**

- 1.1** | Facilities for pedestrians and bicycles including safe routes for non-drivers
- 1.2** | Conversion and use of abandoned railway corridors

**2 Scenic & Historic**

- 2.1** | Construction of turnouts, overlooks, and viewing areas
- 2.2** | Inventory, control, or removal of outdoor advertising
- 2.3** | Historic Preservation and rehabilitation of historic transportation facilities
- 2.4** | Archaeological activities relating to impacts from another eligible activity

**3 Safe Routes to School (SRTS)**

- 3.1** | Infrastructure (sidewalks, trails, signals, addressing K-8 need)
- 3.2** | Non-infrastructure (public awareness, education, training, etc.)

**4 Environmental**

- 4.1** | Vegetation management practices in the transportation right-of-way
- 4.2** | Highway-related stormwater management
- 4.3** | Reduction of vehicle-caused wildlife mortality or restoration of habitat connectivity

FY2016 Transportation Alternatives Program (TAP) Application

| Funds Requested (\$1,000s) | Federal | State | Local | Total |
|----------------------------|---------|-------|-------|-------|
| PE/NEPA/Final Design       | 119     |       | 29    | 148   |
| ROW                        | 10      |       | 3     | 13    |
| Utilities/Construction/CE  | 1,185   |       | 296   | 1,481 |
| Total                      | 1,314   | 0     | 328   | 1,642 |

Please identify funding partners contributing non-federal match to the project (letters of support/documentation required)

## Safety & Security

Which of the following facilities (if any) are included in the design of this project?

| Bicycle Facilities               |     | Pedestrian Facilities                  |     |
|----------------------------------|-----|--|-----|
| Cycletrack(s)                    | No  | Pedestrian Safety Barrier(s)           | No  |
| Bike Lane(s) Buffered by Parking | No  | Grade Separated Crossing(s)            | Yes |
| Grade-Separated Crossing(s)      | Yes | Curb Extensions                        | No  |
| Bicycle Boulevard Implementation | No  | New, Signalized Pedestrian Crossing(s) | No  |
| On-Street Buffered Bike Lane(s)  | No  | Mid-Block Crossing(s)                  | Yes |
| Multi-Use Recreational Trails    | Yes | Pedestrian Sidepath(s)                 | No  |
| New, Signalized Bike Crossing(s) | No  | Safe Routes to School Signage          | No  |
| Painted Bike Lane(s)             | No  |  |     |
| Widened Curb Lane(s)             | No  |  |     |
| Painted Sharrows                 | No  |  |     |
| "Share the Road" Signage         | No  |  |     |
| Wayfinding Signage               | No  |  |     |

What is the average speed limit along the project route (in mph)? N/A

## **Cultural & Historical Resources**

Is this project located within a designated scenic or historic byway corridor? **No**

If so, has the project been endorsed by appropriate byway board?

Does this project improve or affect any historic transportation facilities?  No

If yes, please describe:

## Application Checklist

Please note whether the following items are attached to this application submission

Complete Transportation Alternatives Program Application Yes

## Project Locational Map

*Project locational map should show the limits of the project, and the projects relationship to other roadways or transportation facilities.*

**Completed DR-530 Form\***  **Yes**  **No**

**Completed DR-53 Form\* (Probable Class of NEPA Action Form)** **Yes**

## Documentation (Letters of Support) from Funding Partners

\* Nebraska projects only, both forms are available from the NDOR at the link below  
<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>

## Applewood Creek Trail-BNSF

### To Giles Road City of La Vista

#### Project Description

The project proposes a hiking and biking trail along AppleWood Creek that would commence behind the property located at 7602 South 101<sup>st</sup> Street where an existing trail currently ends just west of the pedestrian undercrossing of the BNSF Railroad. The trail would continue westerly and southerly for a distance of 0.6 miles along AppleWood Creek to south side of Giles Road. On the south side of Giles Road it would connect to end of an existing trail located behind 8506 South 102<sup>nd</sup> Street. The project area is identified as the Portal Greenway in the City's Parks & Recreation Master Plan and Capital Improvements Program. The trail is proposed to be paved 10 feet wide and an earth shoulders a minimum of 2 feet wide. A pedestrian bridge is proposed to carry the trail across AppleWood Creek which would be approximately 40 feet long. The trail would cross a local street, Brentwood Drive, at grade with a marked crosswalk and crosswalk signage. The proposal includes taking the trail under Giles Road in 10 feet by 10 feet concrete box culvert and the box culvert would be 160 feet long. There will be significant excavation, relocation of utilities and traffic restrictions on Giles Road to allow crossing one-half of the road at a time. A prior project has preformed stabilization of Applewood Creek in anticipation of this trail being constructed. Much of the tree clearing work was completed with that project but additional clearing of trees will required behind homes along South 101<sup>st</sup> Street north of Brentwood Drive. Some additional clearing may be needed south of Brentwood Drive.

**Applewood Creek Trail - BNSF to Giles Road**

Preliminary Cost Estimate - December 23,2014

| <b>Standard<br/>Item No.</b> | <b>Item Description</b>  | <b>Total Quantity</b> | <b>Unit Price</b> | <b>Amount</b>  |
|------------------------------|--|-----------------------|-------------------|----------------|
|                              | General Clearing and Grubbing  | 1 L.S.                | \$2,200.00        | \$2,200.00     |
|                              | Salvaging and Placing Topsoil  | 21,000 S.Y.           | \$8.20            | \$172,200.00   |
|                              | Earthwork Measured in Embankment   | 8,000 C.Y.            | \$14.85           | \$118,800.00   |
|                              | Remove Ex. Trail   | 300 S.F.              | \$1.20            | \$360.00       |
|                              | 6" Concrete Class 47B-3000 Bikeway   | 3,500 S.Y.            | \$28.90           | \$101,150.00   |
|                              | Subgrade Preparation   | 4,550 S.Y.            | \$2.00            | \$9,100.00     |
|                              | Construct Retaining Wall   | 6,800 S.F.            | \$25.00           | \$170,000.00   |
|                              | Construct Channel Bank Lining  | 15,000 S.F.           | \$10.00           | \$150,000.00   |
|                              | Furnish & Install Pedestrian Bridge, 40ft. By 10 ft.   | 1 L.S.                | \$56,100.00       | \$56,100.00    |
|                              | Remove & Replace 9" Pavement, Giles Rd.  | 350 S.Y.              | \$81.00           | \$28,350.00    |
|                              | Remove & Replace Mow Strip Paving  | 180 S.F.              | \$5.00            | \$900.00       |
|                              | Traffic Control, Giles Rd. Half at a Time, 30 days   | 30 DAY                | \$500.00          | \$15,000.00    |
|                              | Construct 10 Ft. by 10 Ft. RCB, Giles Rd. Undercrossing, 160 L.F.  | 160 L.F.              | \$1,100.00        | \$176,000.00   |
|                              | Excavation & Backfill for RCB  | 3,500 C.Y.            | \$21.75           | \$76,125.00    |
|                              | 24" White Preformed Pavement Marking, Type 3, Grooved  | 110 L.F.              | \$20.00           | \$2,200.00     |
|                              | Install Traffic Sign and Post  | 8 EA.                 | \$264.00          | \$2,112.00     |
|                              | Seeding, Type B  | 5 AC.                 | \$810.00          | \$4,050.00     |
|                              | Erosion Control  | 5,000 S.Y.            | \$1.80            | \$9,000.00     |
|                              | Fabric Silt Fence  | 2,000 L.F.            | \$3.20            | \$6,400.00     |
|                              | Construction Costs Subtotal  |                       |                   | \$1,100,047.00 |
|                              | Mobilization, 8% of Subtotal   |                       |                   | \$88,003.76    |
|                              | Contingency, 4%  |                       |                   | \$44,001.88    |
|                              | Construction Costs Total   |                       |                   | \$1,232,052.64 |
|                              | Preliminary Engineering, 10%   |                       |                   | \$123,205.26   |
|                              | NEPA, Lump Sum   |                       |                   | \$15,000.00    |
|                              | Construction Engineering & Contingency, 15%  |                       |                   | \$184,807.90   |
|                              | RC, No reimbursement   |                       |                   | \$0.00         |
|                              | NDOR Project Representative Costs, 1%  |                       |                   | \$12,320.53    |
|                              | NDOR Audit, Lump Sum   |                       |                   | \$2,500.00     |
|                              | NDOR Pre-Bid, Lump Sum   |                       |                   | \$10,000.00    |
|                              | Engineering Costs, Total   |                       |                   | \$347,833.69   |
|                              | ROW.   |                       |                   |                |
|                              | Property Acquisition, Corner of Lot 198 w/Appraisals, Etc.   | 1 L.S.                | \$10,000.00       | \$10,000.00    |
|                              | Contingency, 25%   |                       |                   | \$2,500.00     |
|                              | ROW Total  |                       |                   | \$12,500.00    |
|                              | Estimated Total Project Costs  |                       |                   | \$1,592,386.33 |
|                              | Note: This includes undercrossing of Giles Road with a box culvert, but does not include lighting or other security measures inside the box culvert. |                       |                   |                |
|                              | Utilities  |                       |                   | \$49,282.11    |
|                              | Relocation, 4% of construction   |                       |                   | \$1,641,668.43 |

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>  |
|---|---|---|
| ENGINEERING SERVICES<br>CONTRACT AUTHORIZATION<br>96 <sup>TH</sup> STREET TRAFFIC SIGNAL STUDY<br>GILES TO HARRISON | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOHN KOTTMANN<br>CITY ENGINEER/ASSISTANT<br>PUBLIC WORKS DIRECTOR |

**SYNOPSIS**

A resolution has been prepared authorizing the Public Works Director and City Clerk to sign a Professional Services Agreement on behalf of the City of La Vista with Olsson Associates to provide engineering services for the 96<sup>th</sup> Street Traffic Signal Study, CIP Project No. PWST-14-009, in an amount not to exceed \$8,900.

**FISCAL IMPACT**

The FY 15 Capital Improvement Program provides funding for this project in the amount of \$153,000.

**RECOMMENDATION**

Approval

**BACKGROUND**

Traffic signal warrants along 96<sup>th</sup> Street were examined in 2008 and the warrants were not met at that time. Subsequently the Walmart Neighborhood Market was developed which included a traffic impact study. That study indicated that as the commercial areas in Southwind and Mayfair continued to develop the warrants for a traffic signal at the 96<sup>th</sup> Street and Robin Plaza intersection may be met. Therefore, a CIP project was programmed. Over the last year there have been requests from citizens for a traffic signal at the 96<sup>th</sup> and Brentwood intersection. Before proceeding with the design of a traffic signal for 96<sup>th</sup> Street and Robin Plaza or other intersections on 96<sup>th</sup> Street between Giles Road and Harrison Street it is necessary to conduct an updated review of traffic signal warrants and evaluate the placement of signals in regards to traffic operations and progression along 96<sup>th</sup> Street. The City Engineer requested proposals from four engineering firms with experience in the area of traffic engineering. All four firms responded to the request with fees ranging from \$8,650 to \$23,044 and optional services. The proposal from Olsson Associates for \$8,650 with an option for an additional \$250 to review intersection capacity is the recommended proposal for a total fee of \$8,900. The proposal indicates the services could be provided during January but will depend on weather conditions for taking the necessary traffic counts.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN AGREEMENT WITH OLSSON ASSOCIATES FOR ENGINEERING SERVICES FOR THE 96<sup>TH</sup> STREET TRAFFIC SIGNAL STUDY IN AN AMOUNT NOT TO EXCEED \$8,900.

WHEREAS, Council has determined that a need exists for a traffic signal study on 96<sup>th</sup> Street; and

WHEREAS, traffic signal warrants were not met in 2008 when examined; and

WHEREAS, a traffic impact study done when Walmart Neighborhood Market was developed indicating that as commercial areas develop in the area the warrants for a traffic signal at 96<sup>th</sup> Street and Robin Plaza may be met; and

WHEREAS, over the last year there have been requests from citizens for a traffic signal at the 96<sup>th</sup> and Brentwood intersection; and

WHEREAS, before design of any traffic signals can take place it is necessary to conduct an updated review of traffic signal warrants to evaluate the placement of signals along 96<sup>th</sup> Street; and

WHEREAS, the City Engineer requested proposals from four engineering firms. Olsson Associates provided the lowest most responsible bid;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve the execution of an agreement with Olsson Associates for engineering services for the 96<sup>th</sup> Street traffic signal study in an amount not to exceed \$8,900.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

ITEM H

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>  |
|---|---|---|
| APPROVE CHANGE ORDER 1 –<br>THOMPSON CREEK-CITY HALL<br>BIO-RETENTION BASIN | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOHN KOTTMANN<br>CITY ENGINEER/ASSISTANT PUBLIC<br>WORKS DIRECTOR |

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Midwest Excavating Services, LLC of Omaha, Nebraska, to provide for costs related to relocation of shallow electrical lines, replacement of saturated and frozen subgrade soils, and revisions to the basin outlet piping beyond what was required in the original construction plans.

**FISCAL IMPACT**

The change order increases the project costs by \$10,487.72 but remains within the funding available for the project. The original contract price was less than the estimated cost prior to taking bids for the project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Bids were taken on September 23, 2014. The low bid was \$57,810.08. The anticipated costs for the project were \$68,200 for construction and a total project cost of \$83,000.

The electric lines to the parking lot lighting were shallow and conflicted with the proposed storm sewer and had to be relocated. The existing subgrade soils were very saturated and due to the time of year along with the early onset of cold weather in the first part of November, drying out the on-site soils was not a viable option. The outlet pipe from the basin was installed as designed but was determined to need modification to be acceptable due to its high visibility.

An amendment to the Inter-Governmental agreement with the NDEQ was approved on December 16, 2014 to extend the completion date from December 31, 2014 to April 30, 2015.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH MIDWEST EXCAVATING SERVICES LLC., OMAHA, NEBRASKA, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,487.72.

WHEREAS, the City has determined it is necessary to relocate shallow electrical lines, replace saturated and frozen subgrade soils, and revise the basin outlet piping beyond what was required in the original construction plans and;

WHEREAS, the increased project cost remains with the funding available for the project;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize a change order to the contract with Midwest Excavating Services LLC., Omaha, Nebraska, in an additional amount not to exceed \$10,487.72.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

CHANGE ORDER NO. 1

DATE: December 24, 2014

PROJECT: La Vista City Hall Bio-Basin

TD2 FILE NO.: 171-412.28

OWNER: The City of La Vista, Nebraska  
8116 Park View Blvd.  
La Vista, NE 68128

CONTRACTOR: Midwest Excavating Services LLC  
4602 N. 126<sup>th</sup> Avenue  
Omaha, NE 68164

CONTRACT DATE: October 10, 2014

**DESCRIPTION OF CHANGES:**

**ADDITIONS:**

| Item                            | Description  | Quantity | Unit | Price      | Amount             |
|---------------------------------|--|----------|------|------------|--------------------|
| 3                               | Remove Existing P.C.C. Sidewalk  | 151      | S.F. | \$ 1.74    | \$ 262.74          |
| 17                              | 4" P.C.C. Sidewalk Pavement, in place  | 151      | S.F. | \$ 3.48    | \$ 525.48          |
| 1.1                             | Remove frozen and saturated sidewalk subgrade material and replace with compacted imported granular material             | 222      | TONS | \$ 20.00   | \$ 4,440.00        |
| 1.2                             | Relocate existing electrical parking lot light service lines due to unknown conflict in grade with proposed construction | 1        | LS   | \$1,809.50 | \$ 1,809.50        |
| 1.3                             | Remove existing drainage flume and replace with textured concrete headwall   | 1        | LS   | \$3,450.00 | <u>\$ 3,450.00</u> |
| <b>TOTAL ADDITIONS</b>          |  |          |      |            |                    |
| <b>ORIGINAL CONTRACT AMOUNT</b> |  |          |      |            |                    |
| <b>REVISED CONTRACT AMOUNT</b>  |  |          |      |            |                    |

**REASONS FOR CHANGES:**

Items 3 & 17 were due to correcting drainage in front of the recreation center door.

Item 1.1 was necessary to allow sidewalk construction in view of the current unfavorable weather conditions and unsuitable existing subgrade soil conditions.

Item 1.2 was necessary to relocate the existing shallow electrical service lines.

Item 1.3 was necessary to improve the overall landscape appearance, as required by the Owner.

Submitted by,

Charles E. Riggs, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

CER/bam

Change Order No. 1  
December 24, 2014  
Page 2

The undersigned parties to the above-referenced contract hereby agree to the changes as set forth above.

THE CITY OF LA VISTA, NEBRASKA

MIDWEST EXCAVATING SERVICES LLC

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MAYOR

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BY TITLE

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CLERK

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ATTEST

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>                    | <b>Type:</b>                              | <b>Submitted By:</b>                   |
|------------------------------------|---|--|
| PURCHASE PICKUP TRUCK -<br>STREETS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOE SOUCIE<br>DIRECTOR OF PUBLIC WORKS |

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2015 Chevrolet Silverado 4X4 One Ton Crew Cab Pickup Truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska, for an amount not to exceed \$59,818.00.

**FISCAL IMPACT**

The FY 15 Street Operating Budget provides \$64,000 for the proposed purchase. In addition, a new two-way radio will be purchased separately for approximately \$2,500 from the State Bid through D&D Communication. The truck dealer is unable to purchase off the state contract.

**RECOMMENDATION**

Approval

**BACKGROUND**

The truck is being purchased off the State Bid – Contract Number: 14113 OC. The truck will have a Compressed Natural Gas (CNG) system installed on it. The \$10,000 upgrade for the CNG system is refundable through a grant the City received from the Nebraska Environmental Trust (NET). The truck will also be equipped with a snow plow for winter operations. Delivery time is approximately 60-120 days.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015 CHEVROLET SILVERADO 4X4 ONE TON CREW CAB PICKUP TRUCK FROM SID DILLON CHEVROLET BUICK, WAHOO, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$59,818.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a pickup truck for the Street Division is necessary, and

WHEREAS, the FY 15 Street Operating budget provides funding for the proposed purchase, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2015 Chevrolet Silverado 4x4 one ton crew cab pickup truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska for an amount not to exceed \$59,818.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## Greg Goldman

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From: Ron Fullerton [ron.fullerton@siddillon.com]  
Sent: Wednesday, December 24, 2014 12:02 PM  
To: Greg Goldman  
Subject: quote

Greg

The CNG company said that the bid they gave me for the state contracts  
Was for a tank mounted in the bed of a truck.

But said that he would put the 2 smaller tanks in the area that the spare tire goes  
For the same price.

43300.00.....base CNG price  
140.00.....fog lights  
455.00.....40-20-40 power drivers seat  
220.00.....telescopic mirrors  
95.00.....cargo lite  
~~395.00.....service manuals Deleted~~  
575.00.....alum wheels  
450.00.....plow prep package, includes 220 amp alternator  
5213.00.....contract price for 8' boss straight blade  
497.00.....upgrade plow to 9' boss straight blade  
0.00.....license plate bracket  
In bid ..... vinyl floor  
N/A .....under seat storage  
70.00.....front molded splash guards  
In bid ..... tow hooks  
In Bid ..... all terrain tires  
0.00.....220 amp alternator in plow prep package  
In bid ..... integrated trailer brake controller  
6500.00.....Bradford Built 4-box utility bed (flat bed)  
2303.00.....back rack, aero stick, hi liter light bar, 4 corner strobes  
59818.00

Wishing you and yours a

*Merry Christmas*

And a *Safe and Happy New Year*



*Ron Fullerton*

Commercial / Fleet Manager

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>                           | <b>Type:</b>                              | <b>Submitted By:</b>                   |
|---|---|--|
| PURCHASE PICKUP TRUCK -<br>SPORTS COMPLEX | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOE SOUCIE<br>DIRECTOR OF PUBLIC WORKS |

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2015 Chevrolet Silverado 4X4 One Ton Crew Cab Pickup Truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska, for an amount not to exceed \$55,738.00.

**FISCAL IMPACT**

The FY 15 Sports Complex Operating Budget provides \$64,000 for the proposed purchase. In addition, a new two-way radio will be purchased separately for approximately \$2,500 from the State Bid through D&D Communication. The truck dealer is unable to purchase off the state contract.

**RECOMMENDATION**

Approval

**BACKGROUND**

The truck is being purchased off the State Bid – Contract Number: 14109 OC. The truck will have a Compressed Natural Gas (CNG) system installed on it. The \$10,000 upgrade for the CNG system is refundable through a grant the City received from the Nebraska Environmental Trust (NET). The truck will also be equipped with a snow plow for winter operations. Delivery time is approximately 60-120 days.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015 CHEVROLET SILVERADO 4X4 ONE TON CREW CAB PICKUP TRUCK FROM SID DILLON CHEVROLET BUICK, WAHOO, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$55,738.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a pickup truck for the Soccer Complex Division is necessary, and

WHEREAS, the FY 15 Soccer Complex Operating budget provides funding for the proposed purchase, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2015 Chevrolet Silverado 4x4 one ton crew cab pickup truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska for an amount not to exceed \$55,738.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

402-540-7578.....direct

JOE COPY

rfullerton@siddillon.com



**Whether you think you can or you can't, either way you are right**

---

**From:** Brian Lukasiewicz [mailto:[BLukasiewicz@cityoflavista.org](mailto:BLukasiewicz@cityoflavista.org)]  
**Sent:** Wednesday, December 17, 2014 2:55 PM  
**To:** 'Ron Fullerton'  
**Subject:** 2015 3500HD Chevrolet ext. cab 4x4 p/u with plow

Ron, we spoke today on the phone in regards to our p/u truck for our parks dept. Here are our desires for the vehicle:

- State contract #14109 ? ✓
- White extended cab with short box or long box depending on CNG underside tank availability. (we prefer the short box if the CNG tank can be mounted under the truck and not in the bed) ✓
- Gas engine with CNG conversion.....41900.00.....2 tanks where spare tire goes
- 4x4✓
- Split bench seat with fold down armrest with storage✓
- Power windows and door locks✓
- Cruise control✓
- Fog lights.....140.00
- Telescopic mirrors.....240.00
- Single rear wheels.....{850.00}
- Spray in bed liner.....475.00
- Cargo light..... 95.00
- Protective vinyl side moldings (if not standard).....350.00....dealer installed
- Floor mats✓
- Spare tire✓
- Alloy wheels.....880.00
- Snow plow prep package w/ HD alternator, battery and suspension.....450.00
- Western power angle v plow commercial grade with plow lighting and ultra mount.....5440.00
- Stainless steel nerf bars..... 275.00
- Light bar behind the cab with yellow beacon and arrow bar w/ controls and switches in the cab.....2303.00.....includes small light bar and 4 corners stobes
- Aluminum diamond plate single lid tool box with lock.....
- 2 (L) shaped bulk tanks mounted under the tool box in the pickup bed with two (dc) powered bulk fuel pumps with hoses.....2870.00 w/toolbox
- Integrated trailer brake controller✓
- Class III or IV receiver hitch with combination 2" ball and pintle slide in receiver.....150.00
- Tow package with limited slip rear differential✓
- 3500 HD Chevrolet✓

- 3.73:1 front and rear differential gears if available instead of the 4.10:1 (if possible).....100.00
- Service manuals.....395.00
- Parts manuals.....395.00 paper
- Push button 4x4 controls ✓ .....rotary dial
- Mud flaps front and rear.....130.00 molded
- Automatic transmission with tow mode and overdrive ✓
- Full gauge package with tachometer ✓
- Power steering and brakes ✓
- Winter type (non highway, smooth) tread tires ✓
- We will need to budget \$2500.00 for our "La Vista" radio.....2500.00
- AM/FM/CD radio ✓
- Tilt steering wheel ✓
- Ron, please quote these options with individual prices as we may have to pick and choose options if we are going over our budgeted amount.

Please call or email with any questions!

58238.00 total, including the parts manual in paper form & La Vista Radio

~~- 2500.00 two-way radio~~

~~55780.00~~  
Thank you,

**Brian Lukasiewicz**  
**Park Superintendent**  
**City of La Vista**  
**Office 402-331-8927**  
**Cell 402-657-2789**  
**E mail [blukasiewicz@cityoflavista.org](mailto:blukasiewicz@cityoflavista.org)**

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.5577 / Virus Database: 4235/8711 - Release Date: 12/10/14

Internal Virus Database is out of date.

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.5577 / Virus Database: 4235/8711 - Release Date: 12/10/14

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Version: 2015.0.5577 / Virus Database: 4235/8711 - Release Date: 12/10/14

Internal Virus Database is out of date.

# STATE OF NEBRASKA CONTRACT AWARD

|                        |                                |
|------------------------|--------------------------------|
| PAGE<br>1 of 6         | ORDER DATE<br>10/15/14         |
| BUSINESS UNIT<br>9000  | BUYER<br>DIANNA GILLILAND (AS) |
| VENDOR NUMBER: 3758834 |                                |

VENDOR ADDRESS:  
SID DILLON WAHOO INC  
DBA SID DILLON CHEVROLET BUICK  
257 W A ST  
WAHOO NEBRASKA 68066-2070

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14109 OC**

**Secondary Award**

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

## 2015 Production Year

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4778 OF  
2015 or Current Production Year, ONE TON DIESEL EXTENDED CAB 4X4 4 DOOR DUAL REAR WHEELS PICKUP TRUCK as per the attached specifications, terms and conditions for the 2015 Production Year.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: CHEVROLET SILVERADO 3500 HD

Delivery: 45-120 Days ARO.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accountingform/statement.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

*Dianna Gilliland* 10-16-14  
BUYER 10-16-14  
10-23-14  
MATERIEL ADMINISTRATOR

R43500NIS0001 100423

# STATE OF NEBRASKA CONTRACT AWARD

|                        |                                |
|------------------------|--------------------------------|
| PAGE<br>2 of 8         | ORDER DATE<br>10/15/14         |
| BUSINESS UNIT<br>9000  | BUYER<br>DIANNA GILLILAND (AS) |
| VENDOR NUMBER: 3758634 |                                |

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
14109 OC

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <[http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf)>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Ron Fullerton

Phone: 402-540-7578

E-Mail: [ron.fullerton@siddillon.com](mailto:ron.fullerton@siddillon.com)

(djo 10/15/14)

| Line | Description  | Estimated Quantity | Unit of Measure | Unit Price  |
|------|--|--------------------|-----------------|-------------|
| 1    | ONE TON DIESEL EXTENDED CAB<br>CHEVROLET SILVERADO<br>2015 or Current Production Year One Ton Diesel Extended Cab 4x4 4 Door Dual Rear Wheels Pickup Truck | 20.0000            | EA              | 38,883.0000 |

GVWR: 13,025

Series, Code, Trim Level: 3500HD, CK35953, LT

Engine: 6.6L Duramax

  
BUYER INITIALS

RA1500PH15C001 100-123

# STATE OF NEBRASKA CONTRACT AWARD

|                       |                                |
|-----------------------|--------------------------------|
| PAGE<br>3 of 6        | ORDER DATE<br>10/15/14         |
| BUSINESS UNIT<br>9000 | BUYER<br>DIANNA GILLILAND (AS) |
| VENDOR NUMBER:        | 3758834                        |

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14109 OC**

| Line | Description   | Estimated Quantity | Unit of Measure | Unit Price |
|------|---|--------------------|-----------------|------------|
|      | Transmission No. /Gear Ratio No.: Allison 1000  |                    |                 |            |
|      | The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. |                    |                 |            |
|      | OPTIONS:  |                    |                 |            |
| 2    | FOG LIGHTS  | 20.0000            | EA              | 1,130.0000 |
| 3    | 40-20-40 OR 60-40<br>BENCH SEAT WITH DRIVER POWER<br>CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER   | 20.0000            | EA              | 450.0000   |
| 4    | CLOTH WITH VINYL TRIM<br>BUCKET TYPE SEATS  | 20.0000            | EA              | 1,190.0000 |
| 5    | RIGHT AND LEFT TELESCOPIC<br>MIRRORS MINIMUM 6" X 8"  | 20.0000            | EA              | 240.0000   |
| 6    | HEAVY DUTY ALTERNATOR OPTIONAL<br>MINIMUM 105 AMP ALTERNATOR  | 20.0000            | EA              | 350.0000   |
|      | AMPS: DIESEL-DUAL 150 AMP/ GAS-220 AMP  |                    |                 |            |
| 7    | HEAVY DUTY BATTERY OPTIONAL<br>GAS ONLY - 730 CCA   | 20.0000            | EA              | 165.0000   |
| 8    | NO LID ON UTILITY BODY<br>(DEDUCT)  | 20.0000            | EA              | -600.0000  |
| 9    | CARPETED FLOOR  | 20.0000            | EA              | 250.0000   |
| 10   | SINGLE REAR WHEELS<br>(DEDUCT)  | 20.0000            | EA              | -850.0000  |
|      | GVWR (NOTE: FIVE WHEELS AND TIRES WILL BE REQUIRED MEETING SAME REQUIREMENTS<br>AS DEFINED IN THE SPECIFICATIONS)   |                    |                 |            |
|      | GVWR: 11,600  |                    |                 |            |
| 11   | SINGLE WHEEL CHASSIS WITH<br>EIGHT FOOT UTILITY BODY<br>(COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS)<br>WHITE OR BLACK  | 20.0000            | EA              | 7,650.0000 |
|      | MAKE AND MODEL: KNAPEHIDE OR PALFLEET   |                    |                 |            |
| 12   | DUAL WHEEL CHASSIS WITH   | 20.0000            | EA              | 7,990.0000 |

*DPY*  
BUYER INITIALS

R43500N1506091 100423

# STATE OF NEBRASKA CONTRACT AWARD

|                        |                                |
|------------------------|--------------------------------|
| PAGE<br>4 of 6         | ORDER DATE<br>10/15/14         |
| BUSINESS UNIT<br>9000  | BUYER<br>DIANNA GILLILAND (AS) |
| VENDOR NUMBER: 3758834 |                                |

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

CONTRACT NUMBER  
14109 OC

| Line | Description   | Estimated<br>Quantity | Unit of<br>Measure | Unit<br>Price |
|------|---|-----------------------|--------------------|---------------|
|      | EIGHT FOOT UTILITY BODY<br>(COLOR OF UTILITY BODY TO MATCH MANUFACTURER COLOR CHARTS)<br>WHITE OR BLACK |                       |                    |               |
|      | MAKE AND MODEL: KNAPEHIDE OR PALFLEET   |                       |                    |               |
| 13   | COLOR YELLOW FOR<br>SINGLE OR DUAL WHEEL CHASSIS<br>WITH EIGHT FOOT UTILITY BODY                        | 20.0000               | EA                 | 395.0000      |
| 14   | SINGLE WHEEL CHASSIS CAB<br>WITH NO UTILITY BOX   | 20.0000               | EA                 | 38,300.0000   |
| 15   | DUAL WHEEL CHASSIS CAB<br>WITH NO UTILITY BOX   | 20.0000               | EA                 | 39,900.0000   |
| 16   | HD RUBBERIZED SPRAY IN<br>BED LINER<br>(LINEX, RHINO OR EQUIVALENT)                                     | 20.0000               | EA                 | 475.0000      |
|      | MANUFACTURER: LINEX OR SIMILAR  |                       |                    |               |
| 17   | CARGO LIGHT   | 20.0000               | EA                 | 95.0000       |
| 18   | STANDARD PAINT  | 20.0000               | EA                 | 0.0000        |
| 19   | FOR DEPARTMENT OF ROADS USE<br>YELLOW COLOR OF<br>CHEVROLET/GMC #WA-253A CODE (9W3)                     | 20.0000               | EA                 | 455.0000      |
| 20   | EXTRA COST PAINT  | 20.0000               | EA                 | 455.0000      |
| 21   | ADDITIONAL REMOTE FOB<br>FROM MANUFACTURER  | 20.0000               | EA                 | 120.0000      |
| 22   | REARVIEW CAMERA<br>DEALER OR FACTORY INSTALLED  | 20.0000               | EA                 | 1,130.0000    |
|      | LT FLEET CONVENIENCE PACK   |                       |                    |               |
| 23   | DUAL ALTERNATORS<br>DEALER OR FACTORY INSTALLED<br>DIESEL ONLY  | 20.0000               | EA                 | 350.0000      |
| 24   | PROTECTIVE VINYL SIDE MOLDINGS<br>DEALER INSTALLED IF NOT   | 20.0000               | EA                 | 350.0000      |

  
BUYER INITIALS

R43509HHS15C0091 106423

# STATE OF NEBRASKA CONTRACT AWARD

|                           |                                |
|---------------------------|--------------------------------|
| PAGE<br>5 of 6            | ORDER DATE<br>10/15/14         |
| BUSINESS UNIT<br>9000     | BUYER<br>DIANNA GILLILAND (AS) |
| VENDOR NUMBER:<br>3758834 |                                |

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14109 OC**

| Line               | Description                                       | Estimated Quantity | Unit of Measure | Unit Price |
|--------------------|---|--------------------|-----------------|------------|
| STANDARD EQUIPMENT |   |                    |                 |            |
| 25                 | SERVICE REPAIR MANUAL<br>EQUIPMENT AND ENGINE     | 20.0000            | EA              | 395.0000   |
| 26                 | PARTS MANUAL<br>EQUIPMENT AND ENGINE              | 20.0000            | EA              | 450.0000   |
| 27                 | CD ROM PARTS MANUAL<br>EQUIPMENT AND ENGINE       | 20.0000            | EA              | 295.0000   |
| 28                 | DROP SHIPMENT CHARGES<br>OUTSIDE THE LINCOLN AREA | 20.0000            | EA              | 400.0000   |

ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.

  
BUYER INITIALS

R41009P5CA691 100423

## STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

**SCOPE-** These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**PRICES-** Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**EXECUTION-** Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initiated by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

**FACSIMILE DOCUMENTS-** The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

**VALID BID TIME-** Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

**DISCOUNTS-** Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**PAYMENT-** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

**COLLUSIVE BIDDING-** The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

**LUMP SUM OR ALL OR NONE BIDS-** The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

**SPECIFICATIONS-** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. New used or refurbished equipment will be accepted, unless otherwise stated.

**ALTERNATE/EQUIVALENT BIDS-** Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

**SAMPLES-** When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

**RECYCLING-** Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

**LATE BIDS-** All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

**BID OPENING-** Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

**NO BID-** If not submitting a bid, respond by returning the Invitation to Bid form, explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. **NOTE:** To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

**AWARD-** All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legibility of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

**BID TABULATIONS-** Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

**PERFORMANCE AND DEFAULT-** The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**IN-STATE PREFERENCE-** A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

**NONDISCRIMINATION-** The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

**TAXES-** Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

**DRUG POLICY** - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**NE ACCESS TECHNOLOGY STANDARDS-** Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nltc.state.ne.us/standards/accessibility/>

Revised: 02/2004

# State of Nebraska - INVITATION TO BID CONTRACT

|                       |                       |         |        |
|-----------------------|-----------------------|---------|--------|
| Date                  | 8/15/14               | Page    | 1 of 6 |
| Solicitation Number   | 4778 OF               |         |        |
| Opening Date and Time | 09/05/14              | 2:00 pm |        |
| Buyer                 | DIANNA GILLILAND (AS) |         |        |

Return to:  
State Purchasing Bureau  
1628 K Street, Suite 130  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, NE 68509-4847  
Telephone: 402-471-6500  
Fax: 402-471-2089

## DESTINATION OF GOODS

MULTIPLE DELIVERY LOCATIONS  
PLEASE REFER TO DOCUMENTATION  
FOR DELIVERY ADDRESSES.

2015 or Current Production Year ONE TON DIESEL EXTENDED CAB 4X4 4 DOOR DUAL REAR WHEELS PICKUP TRUCK  
as per the attached specifications for the 2015 Production Year.

Unit bid must meet the attached specifications.

Disregard the Qty and Unit of Measure on the Invitation to Bid sheet. See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <[http://das.nebraska.gov/b403/attestation\\_form.pdf](http://das.nebraska.gov/b403/attestation_form.pdf)>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

No Bid Respond: (  ) Remove From Class-Item OR (  ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 15 - 17 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

VENDOR#

375 8834

VENDOR:

Siel Dillon Chevrolet

Address:

257 West A St  
Wahoo NE 68066

Enter Contact Information Below

Contact Ron Fullerton  
Telephone 402-540-7578  
Facsimile  
Email ron.fullerton@sold Dillon.com