

## LA VISTA CITY COUNCIL MEETING AGENDA

November 17, 2015

7:00 P.M.

Harold "Andy" Anderson Council Chamber  
La Vista City Hall  
8116 Park View Blvd.

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act

*All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

\*\*A. **CONSENT AGENDA**

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the November 3, 2015 City Council Meeting
3. Pay Request – BerryDunn – Professional Services – Financial Information Software System Selection Project - \$6,918.00
4. \*\*Resolution – Department of Roads Maintenance Agreement – 84<sup>th</sup> Street – 2016
5. Approval of Claims.

- Reports from City Administrator and Department Heads
- B. Final PUD and Subdivision Agreement – Lot 3, Southport West Replat One (NE of Westport Pkwy. & W. Giles Road)
  1. Public Hearing
  2. Resolution – Approve the Final PUD Plan
  3. Resolution – Approve the Subdivision Agreement
- C. Ordinance – Amend Compensation Ordinance
- D. Resolution – Authorize Agreement – Thompson Creek Watershed Restoration – Storm Water Public Education & Outreach
- E. Resolution - Authorize Purchase – Un-marked Police Cars
- F. Resolution - Authorize Purchase – Compressed Natural Gas (CNG) Conversion – 2011 Chevy Tahoe
- G. Resolution - Authorize Purchase – Compressed Natural Gas (CNG) Conversion – 2013 Chevy 2500 HD
- H. Executive Session - Strategy Session-Potential Real Estate Acquisition
- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

\*\*Amended 11/16/2015 10:00 a.m.

The public is welcome and encouraged to attend all meetings. If special accommodations are required please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to five minutes. We ask for your cooperation in order to provide for an organized meeting.

# MINUTE RECORD

A-2

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING November 3, 2015

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 November 3, 2015. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Recreation Director Stopak, Community Development Director Birch, Finance Director Miserez, Library Director Barcal, Human Resources Manager Garrod, and Assistant Public Works Director/City Engineer Kottmann

A notice of the meeting was given in advance thereof by publication in the Times on October 21, 2015. 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.

### CITIZEN RECOGNITION

Police Chief Lausten presented certificates of recognition to three people who saved a small child which had been placed in a dumpster.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 20, 2015 CITY COUNCIL  
MEETING
3. PAY REQUEST – MIDWEST RIGHT OF WAY SERVICES – PROFESSIONAL  
SERVICES – BRENTWOOD CROSSING REDEVELOPMENT PROJECT -  
\$2,875.00
4. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – THOMPSON CREEK - \$8,132.09
5. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – BIG PAPIO CREEK SIPHON REPAIR -  
\$3,086.20
6. PAY REQUEST – SID 237 – STORM SEWER REPAIR - \$12,500
7. PAY REQUEST – TIJ CONSTRUCTION LLC – CONSTRUCTION SERVICES –  
SEWER SHOP REHABILITATION - \$10,914.90
8. PAY REQUEST – KISSEL/E&S ASSOCIATES – LEGISLATIVE SERVICES -  
\$10,210.92
9. PAY REQUEST – OLSSON ASSOCIATES – PROFESSIONAL SERVICES -  
\$1,067.10
10. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – THOMPSON CREEK - \$1,324.50
11. PAY REQUEST – UPSTREAM WEEDS – PROFESSIONAL SERVICES –  
THOMPSON CREEK RESTORATIONS PROJECT – BIOBLITZ - \$2,526.66
12. PAY REQUEST – LOGAN SIMPSON – PROFESSIONAL SERVICES –  
COMPREHENSIVE PLAN UPDATE - \$9,787.98
13. RESOLUTION NO 130 – PURCHASE OF ICE CONTROL SALT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT AND ICE SLICER FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG NEBRASKA IN AN AMOUNT NOT TO EXCEED \$30,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt and ice slicer is necessary; and

WHEREAS, the FY 16 General Fund Budget provides funding for this purchase; and

WHEREAS, ice control salt and ice slicer are necessary for public works winter operations; and

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WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt and ice slicer from Nebraska Salt & Grain Company, Gothenburg Nebraska in an amount not to exceed \$30,000.00.

## **14. RESOLUTION NO. 131 – PURCHASE OF APEX LIQUID DEICER**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF APEX LIQUID DEICER FROM ENVIRO-TECH SERVICES, INC., GREELEY, COLORADO IN AN AMOUNT NOT TO EXCEED \$9,945.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of liquid deicer is necessary; and

WHEREAS, the FY 16 General Fund Budget provides funding for this purchase; and

WHEREAS, orders for the liquid deicer will be placed at different times during the winter season; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of APEX Liquid Deicer from Enviro Tech Services, Inc., Greeley, Colorado in an amount not to exceed \$9,945.00.

## **15. RESOLUTION NO. 132– ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association.

WHEREAS, the following positions (and the individuals holding the titles) have been designated by the Mayor and City Council to be the City's three directors on the Association's Board of Director's ("City's Director's"):

City Administrator  
Library Director  
Director of Public Works

WHEREAS, the Association will hold its 2015 Annual Meeting on November 9, 2015, at which time and at such meeting the City's Directors shall vote on behalf of the City

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and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board of Directors; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the election of the City's Directors.

NOW, THEREFORE, BE IT RESOLVED, that effective November 3, 2015, the following are hereby designated and elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator  
Library Director  
Director of Public Works

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association held November 9, 2015 (and all other related actions) are hereby ratified, affirmed and approved.

## 16. APPROVAL OF CLAIMS

GOSS, J, travel	\$8.63
3CMA MEMBERSHIP, services	\$390.00
3M, services	\$34,296.00
A.S.P. ENTERPRISES INC, maint.	\$590.72
ABRAHAMS KASLOW & CASSMAN LLP, services	\$2,904.00
ACTION BATTERIES UNLTD INC, maint.	\$654.80
ANDERSON EXCAVATING CO, services	\$119,783.70
APWA-AMER PUBLIC WORKS ASSN ,services	\$780.00
A-RELIEF SERVICES INC, bld&grnds	\$212.00
ASPEN EQUIPMENT CO, maint.	\$117.00
ASPHALT & CONCRETE MATERIALS, maint.	\$584.17
BAKER & TAYLOR BOOKS, books	\$244.62
BARCAL, R, travel	\$113.54
BAXTER FORD, maint.	\$54.43
BEACON BUILDING, services	\$5,812.00
BENNETT REFRIGERATION, bld&grnds	\$907.18
BERRY DUNN, services	\$3,954.00
BLACK HILLS ENERGY, utilities	\$2,614.81
BUETHE, P, travel	\$140.30
CAVLOVIC, P, travel	\$40.00
CENTER POINT PUBLISHING, books	\$427.20
CENTURY LINK BUSN SVCS, phones	\$74.71
CENTURY LINK, phones	\$239.60
CITY OF OMAHA, utilities	\$165,349.98
COMP CHOICE INC, services	\$25.00
CONSOLIDATED MANAGEMENT, services	\$37.00
CORNHUSKER INTL TRUCKS INC, maint.	\$1,726.74
CORNHUSKER STATE INDUSTRIES, services	\$633.36
COUNCIL OF STATE GOVERNMENTS, books	\$112.50
COX COMMUNICATIONS, services	\$328.65
CSP 529, payroll	\$50.00
D & K PRODUCTS, bld&grnds	\$299.44
DATASHIELD CORPORATION, services	\$14.75
DEARBORN NATIONAL LIFE INS CO, services	\$1,085.00
DEMCO INC, supplies	\$481.84
DIGITAL ALLY INC, services	\$160.00
DOUGLAS COUNTY SHERIFF'S OFC, services	\$50.00
EFTPS, payroll	\$85,011.31
FILTER CARE, maint.	\$62.85
FIRST NATIONAL BANK FREMONT, bonds	\$168,367.50
FITZGERALD SCHORR BARMETTLER, services	\$34,632.85

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FOCUS PRINTING, services	\$3,064.81
FOSTER, T., apparel/travel	\$217.00
G I CLEANER & TAILORS, services	\$266.50
GALE, books	\$288.63
GALLS, apparel	\$319.89
GCR TIRES & SERVICE, maint.	\$1,216.93
GOLDMAN, J, travel	\$40.00
GRAYBAR ELECTRIC CO INC, bld&grnds	\$241.75
GREENKEEPER CO INC, supplies	\$713.63
GRETNNA SMALL ENGINE, maint.	\$51.84
GUNN, B, travel	\$57.50
H W WILSON CO INC, books	\$252.50
HALE,D., travel	\$326.00
HARRIS COMPUTER SYSTEMS, services	\$2,568.00
HAWKEYE TRUCK EQUIPMENT, maint.	\$537.18
HERITAGE CRYSTAL CLEAN LLC, services	\$97.76
HOME DEPOT, supplies	\$105.63
HONEYMAN RENT-ALL, bld&grnds	\$81.75
HUMANITIES NEBRASKA, services	\$100.00
HUNDEN STRATEGIC PARTNERS, services	\$11,661.92
HUNTEL COMMUNICATIONS, INC, services	\$956.28
ICMA, payroll	\$40,094.46
INGRAM LIBRARY SERVICES, books	\$219.06
INTERNATIONAL CODE COUNCIL INC, services	\$8,323.00
KERFORD LIMESTONE CO, maint.	\$16,471.78
KINDIG, D, travel	\$241.00
KINSEY, J., travel	\$58.00
KRIHA FLUID POWER CO INC, bld&grnds	\$261.90
LA VISTA COMM FOUNDATION, payroll	\$50.00
LAKELAND ENGINEERING EQUIP CO, maint.	\$197.75
LANDS' END OUTFITTERS, apparel	\$48.99
LARSEN SUPPLY CO, supplies	\$173.18
LAUGHLIN, KATHLEEN A, TRUSTEE, payroll	\$116.00
LEAF CAPITAL FUNDING LLC, services	\$700.00
LFOP DUES, payroll	\$1,300.00
LIBRARY IDEAS LLC, media	\$3,515.50
LOVELAND GRASS PAD, bld&grnds	\$299.60
LUEDERS LOCK & KEY INC, bld&grnds	\$966.76
LUKASIEWICZ, B, travel	\$1,248.40
MARK A KLINKER, services	\$200.00
MATHESON TRI-GAS INC, supplies	\$4,324.11
MCCANN PLUMBING SERVICE INC, bld&grnds	\$133.50
MENARDS-RALSTON, bld&grnds	\$75.00
METROPOLITAN COMM COLLEGE, services	\$19,450.46
MIDLANDS BUSINESS JOURNAL, books	\$150.00
MIDWEST FENCE CO, maint.	\$62.68
MIDWEST TAPE, media	\$25.24
MIDWEST TURF & IRRIGATION, bld&grnds	\$357.99
MNJ TECHNOLOGIES, services	\$3,597.00
MOTOROLA SOLUTIONS INC, apparel	\$264.00
MTS 911 WEAR INC, apparel	\$64.00
MUD, utilities	\$6,009.65
NE CHILD SUPPORT CENTER, payroll	\$966.08
NE DEPT OF REVENUE-LOTTERY, taxes	\$80,505.08
NE DEPT OF REVENUE-SALES TAX, services	\$2,898.32
NE GOLF COURSE SUPERIN, services	\$35.00
NE MUNICIPAL CLERKS ASSN, services	\$35.00
NE STATE INCOME TAX, payroll	\$12,521.81
NEBRASKA IOWA SUPPLY, supplies	\$3,741.86
NEWSBANK, media	\$2,550.00

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NUTS AND BOLTS INC, maint.	\$37.39
OCLC INC, media	\$123.61
OFFICE DEPOT INC, supplies	\$1,556.04
OMNI, maint.	\$96.51
OMNIGRAPHICS INC, books	\$81.85
ONE CALL CONCEPTS INC, services	\$274.75
OPPD, utilities	\$3,164.69
OVERHEAD DOOR CO OF OMAHA, bld&grnds	\$88.00
PALFLEET TRUCK EQUIP CO LLC, maint.	\$20.00
PAPILLION SANITATION, services	\$829.35
PARAMOUNT LINEN & UNIFORM, services	\$296.96
PARK YOUR PAWZ INC, services	\$60.00
PAYFLEX SYSTEMS, payroll	\$250.00
PETTY CASH-PAM BUETHE, travel	\$238.29
PITNEY BOWES, postage	\$882.00
PLAINS EQUIPMENT GROUP, maint.	\$604.71
PLUTA, D, travel	\$83.00
POLICE CHIEF'S ASSN OF NEBR, services	\$50.00
POLICE INSURANCE, payroll	\$261.89
PRO TRACK AND TENNIS INC, services	\$29,246.00
QUICK, T., travel	\$300.00
RAINBOW GLASS & SUPPLY, maint.	\$72.00
RALSTON ADVERTISING, supplies	\$435.34
RETRIEVEX, services	\$117.10
ROBERT S LAUSTEN JR, services	\$120.00
SALEM PRESS, books	\$316.00
SARPY COUNTY COURTHOUSE, services	\$4,083.17
SCARPA, D, travel	\$67.00
SCHEMMER ASSOCIATES INC, services	\$708.75
SCHLEGEL, J, travel	\$67.00
SECURITY EQUIPMENT INC, services	\$1,164.00
SEFFRON, R, apparel	\$150.00
SHERRY, P, travel	\$67.00
SIGN IT, services	\$25.00
SIRCHIE FINGER PRINT LABS, services	\$81.23
SPRINT, services	\$119.97
STITCHIN' AUTO UPHOLSTERY, maint.	\$160.00
STRATEGIC INSIGHTS INC, services	\$675.00
SUBURBAN NEWSPAPERS INC, services	\$42.00
TASER INTERNATIONAL INC, services	\$200.00
TED'S MOWER SALES, maint.	\$1,148.00
THORNBURG, J, travel	\$244.00
TORNADO WASH LLC, maint.	\$295.00
TRADE WELL PALLET INC, bld&grnds	\$85.05
TRANS UNION RISK, services	\$17.50
TURF CARS LTD, services	\$62.77
UNITED PARCEL SERVICE, services	\$76.77
UNITED SEEDS INC, maint.	\$350.00
UNIVERSITY OF NE LINCOLN, services	\$50.00
VAN RU CREDIT CORPORATION, payroll	\$43.29
VERIZON WIRELESS, phones	\$271.64
VIERREGGER ELECTRIC CO, bld&grnds	\$1,555.75
WAL-MART, supplies	\$1,723.96
WAUGH, B., travel	\$58.00
WHITE CAP CONSTR SUPPLY, apparel	\$358.92
WICK'S STERLING TRUCKS INC, maint.	\$3,719.05
ZIMCO SUPPLY CO, supplies	\$134.00

Councilmember Sheehan made a motion to approve the consent agenda. Seconded by Councilmember Thomas. Councilmember Sell reviewed the bills and stated

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everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Quick and Hale. Motion carried.

## PRESENTATION – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION – 3<sup>RD</sup> QUARTER REPORT

Kevin Jarosz, representing the Sarpy County Economic Development Corporation, presented the 3<sup>rd</sup> Quarter Report.

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Papillion Fire Chief Bowes gave a report on the number of calls and response times year to date and stated he would be giving quarterly reports to the La Vista Council.

Police Chief Lausten reported that two of his officers have taken fire investigation training to assist with fire investigations.

Assistant Public Works Director Kottmann reported the dates of the fall clean up. He also informed Council that a number of public works employees would be attending the APWA conference on Wednesday and Thursday.

Library Director Barcal reported that the Library has met the requirements to be accredited at the Silver level.

## B. RESOLUTION – STATEMENT OF INTENT – NEBRASKA MULTISPORT COMPLEX

Councilmember Sell introduced and moved for the adoption of Resolution No. 15-133: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A STATEMENT OF INTENT WITH OMAHA MULTISPORT COMPLEX, AND AUTHORIZING FURTHER ACTIONS

WHEREAS, the Omaha Multi-Sport Complex, a Nebraska nonprofit corporation and tax exempt organization under Internal Revenue Code Section 501(c)(3) doing business as Nebraska Multisport Complex ("Nebraska Multisport") announced plans for proposed development of state of the art championship athletic complex in the vicinity of the I-80 and Giles Road interchange of the City of La Vista ("La Vista") to host local, regional and national championship competitions in the areas of swimming, diving, soccer and tennis, and provide facilities for public use, including recreational swimming ("Multisport Facilities"); and

WHEREAS, Nebraska Multisport desires construction and operation of the Multisport Facilities on an undeveloped site in La Vista located northeast of Giles Road and Eastport Parkway ("Site"). The Site consists of approximately 185 acres previously designated in La Vista's comprehensive plan for recreational uses. The topography, relatively level grade, and location near the I-80 interchange, lodging and restaurants make the Site an ideal location for the Multisport Facilities; and

WHEREAS, the proposed development would create a regional and national destination for swimming, diving, soccer and tennis, and build on existing development in La Vista; and

WHEREAS, there are substantial public benefits to be realized by La Vista and its residents from proposed development of the Multisport Facilities, including new construction, permanent jobs, availability of new recreational facilities at preferred rates for La Vista residents, and potential for additional hotel, dining, retail, entertainment and other development, and related tax revenues; and

WHEREAS, in the interests of public health, safety and welfare, additional La Vista public infrastructure is required, including for example additional public streets and public off street parking facilities to ensure safe and uncongested traffic flows along La Vista's streets and in and around the vicinity and Giles Road and I-80 interchange; and

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WHEREAS, a proposed statement of intent is presented at this meeting, which includes a description of the Multisport Facilities and anticipated financing, which statement of intent is incorporated into this Resolution by reference ("Statement of Intent").

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista do hereby approve the Statement of Intent, as presented at this meeting and incorporated herein by this reference, including without limitation the proposed Multisport Facilities and anticipated financing described therein, and the Mayor or his designee is authorized to execute said Statement of Intent.

BE IT FUTHER RESOLVED, that the Mayor or City Administrator, or his or her designee(s), is hereby authorized and directed in his or her sole discretion to take all actions on behalf of La Vista as he or she deems necessary or appropriate (i) to negotiate and develop definitive documents and instruments, including without limitation a lease with Nebraska Multisport for the Multisport Facilities and related portions of the Site, (ii) to apply for any and all loans, grants or other potential public or private financing, funds, or assistance of any kind, nature or source whatsoever with respect to any and all of the proposed Multisport Facilities or proposed public improvements, and (iii) to otherwise carry out the actions approved in this Resolution or contemplated by the Statement of Intent.

Seconded by Councilmember Thomas. City Administrator Gunn gave an overview of what has aspired to date. Citizen comments were heard regarding their support of the project and questions about the financing of the project. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Quick and Hale. Motion carried.

## C. STRATEGIC PLAN UPDATE

City Administrator Gunn stated there were not a lot of changes to the plan since her last report.

Councilmember Sell made a motion to receive and file the Strategic Plan Update. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Quick and Hale. Motion carried.

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig thanked all who helped with Halloween Safe Night.

At 7:53 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Quick and Hale. Motion carried.

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PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC  
City Clerk

A-3



PO Box 1100, 100 Middle Street, Portland, ME 04104-1100

I N V O I C E

11/05/2015

Client #: 110382.41

Invoice #: 354331

City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

\$ \_\_\_\_\_  
AMOUNT REMITTED

**City of La Vista**

**BerryDunn**  
Invoice #: 354331

**11/05/2015**

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Professional services rendered by our Government Consulting Group related to the project to assist the City of La Vista with consulting services for Financial Information Software System Selection.

**Task 3: Vendor Evaluation and Selection (55% Complete)** \$6,918.00

Current Amount Due \$ 6,918.00

05.71.0844.01

A late charge of 1.5% per month (18% per annum) is added to the balance after 30 days.  
For your convenience, we accept VISA and MASTERCARD or for information on  
ACH Payments, please send an email to AR@berrydunn.com.

(207)775-2387  
[www.berrydunn.com](http://www.berrydunn.com)

OK to pay  
Beth  
11/5/2015

Concent Agenda 11/17/15

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DEPARTMENT OF ROADS MAINTENANCE AGREEMENT - 84 <sup>TH</sup> STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

The Nebraska Department of Roads (NDOR) has requested that the City renew its agreement for 2016 whereby the City will perform all surface maintenance on the four lane miles of 84<sup>th</sup> Street from Harrison Street to Giles Road.

**FISCAL IMPACT**

The State reimbursement to the City is \$1,575 per lane mile for 2016. The revenue is reflected in the FY 16 general fund budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

The original agreement between the City and NDOR was adopted in April 1990, and it has been subsequently renewed each year. Updates were made to the agreement in 2001 and 2006. The reimbursement amount was increase in 2008 to its current level. No changes to the agreement are being proposed for 2016.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #112 WITH THE NEBRASKA DEPARTMENT OF ROADS FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84<sup>TH</sup> STREET).

WHEREAS, the Nebraska Department of Roads is proposing to renew an agreement whereby the City of La Vista would assume maintenance responsibilities for that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the City of La Vista's corporate boundaries; and

WHEREAS, it is the determination of the City Council of the City of La Vista that it is in the best interest of our citizenry and the traveling public to assume official maintenance responsibilities.

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2016 to December 31, 2016.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



## AGREEMENT RENEWAL

Maintenance Agreement No. 112

Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of LaVista  
Municipal Extensions in LaVista

We hereby agree that Maintenance Agreement No. 112 described above be renewed for the period January 1, 2016 to December 31, 2016.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2012 with revised Exhibits B and C attached.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: City of LaVista

---

*City Clerk/Witness*

*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: State of Nebraska

---

*District Engineer, Department of Roads*



## Exhibit B

City of: La Vista

Date: 11/4/14

### Surface Maintenance

From Exhibit "C", it is determined that the State's responsibility for surface maintenance within the City limits is 4.00 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the City for surface maintenance:

4.00 lane miles x \$1,575.00 per lane mile = \$6,300.00.

### Snow Removal

From Exhibit "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ per lane mile for performing snow removal on those lanes listed on Exhibit "C".

Amount due the State for snow removal:

lane miles x \$ per lane mile = \$

### Other (Explain)

In reference to section (4) of this agreement; The State will assist the City when requested by the City in the location of State owned facilities occupying adjacent to and on the right-of-way.

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

## **City of LaVista**

## **RESPONSIBILITY FOR SURFACE MAINTENANCE OF MUNICIPAL EXTENSIONS**

**Neb. rev. Stat. 39-1339**  
**and Neb. Rev. Stat. 39-2105**

A-5

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 BK NE CKG MAIN (600-873)						
46411		Payroll Check				
46412		Gap in Checks				
Thru 119445						
119446	11/04/2015	4326 MIDWEST RIGHT OF WAY SVCS INC	2,875.00	**MANUAL**		
119447	11/04/2015	143 THOMPSON DREESSEN & DORNER	12,542.79	**MANUAL**		
119448	11/04/2015	363 SID 237 - CIMARRON WOODS	12,500.00	**MANUAL**		
119449	11/04/2015	303 TIJ CONSTRUCTION LLC	10,914.90	**MANUAL**		
119450	11/04/2015	4018 KISSEL/E & S ASSOCIATES	10,210.92	**MANUAL**		
119451	11/04/2015	2995 OLSSON ASSOCIATES	1,067.10	**MANUAL**		
119452	11/04/2015	147 CHRIS MADDEN	2,526.66	**MANUAL**		
119453	11/04/2015	190 LOGAN SIMPSON DESIGN INC	9,787.98	**MANUAL**		
119454	11/04/2015	348 MIKE JONES	120.00	**MANUAL**		
119455	11/04/2015	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	116.00	**MANUAL**		
119456	11/04/2015	4867 VAN RU CREDIT CORPORATION	36.07	**MANUAL**		
119457	11/09/2015	370 NEBRASKA LAW ENFORCEMENT	100.00	**MANUAL**		
119458	11/17/2015	2892 AA WHEEL & TRUCK SUPPLY INC	252.80			
119459	11/17/2015	3983 ABE'S PORTABLES INC	175.00			
119460	11/17/2015	762 ACTION BATTERIES UNLTD INC	586.54			
119461	11/17/2015	2868 AIR POWER OF NEBRASKA	166.60			
119462	11/17/2015	571 ALAMAR UNIFORMS	.00	**CLEARED** **VOIDED**		
119463	11/17/2015	571 ALAMAR UNIFORMS	429.50			
119464	11/17/2015	5005 ALTEC INDUSTRIES INCORPORATED	2,422.70			
119465	11/17/2015	720 AMERICAN LEGAL PUBLISHING CO	250.00			
119466	11/17/2015	1271 AMERICAN PLANNING ASSOCIATION	519.00			
119467	11/17/2015	1973 ANN TROE	900.00			
119468	11/17/2015	188 ASPHALT & CONCRETE MATERIALS	212.56			
119469	11/17/2015	201 BAKER & TAYLOR BOOKS	68.63			
119470	11/17/2015	2554 BARCAL, ROSE	264.88			
119471	11/17/2015	4037 BAXTER FORD 144TH & I-80	96.28			
119472	11/17/2015	4781 BISHOP BUSINESS EQUIPMENT	.00	**CLEARED** **VOIDED**		
119473	11/17/2015	4781 BISHOP BUSINESS EQUIPMENT	1,219.89			
119474	11/17/2015	361 BRITTANY BISHOP	120.00			
119475	11/17/2015	196 BLACK HILLS ENERGY	107.39			
119476	11/17/2015	1724 BNA	537.00			
119477	11/17/2015	1242 BRENTWOOD AUTO WASH	42.00			
119478	11/17/2015	4494 BRIDGESTONE GOLF INC	1,102.50			
119479	11/17/2015	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**		
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119485	11/17/2015	219 CENTURY LINK	636.38			
119486	11/17/2015	2540 CENTURY LINK BUSN SVCS	88.83			
119487	11/17/2015	152 CITY OF OMAHA	41.17			
119488	11/17/2015	301 CITY OF PAPILLION	301,308.00			
119489	11/17/2015	4615 CONSOLIDATED MANAGEMENT	57.00			

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119491	11/17/2015	270	DECOSTA SPORTING GOODS		103.00				
119492	11/17/2015	322	DOG WASTE DEPOT		245.00				
119493	11/17/2015	49	DOUBLE K FEED INC		80.00				
119494	11/17/2015	2149	DOUGLAS COUNTY SHERIFF'S OFC		287.50				
119495	11/17/2015	364	DULTMEIER SALES & SERVICE		5.75				
119496	11/17/2015	347	KERI DZIURAWIEC		33.00				
119497	11/17/2015	3334	EDGEWEAR SCREEN PRINTING		181.50				
119498	11/17/2015	142	FITZGERALD SCHORR BARMETTLER		.00	**CLEARED**	**VOIDED**		
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119501	11/17/2015	237	FOOD SERVICE WAREHOUSE.COM		208.44				
119502	11/17/2015	1344	GALE		163.43				
119503	11/17/2015	53	GCR TIRES & SERVICE		224.54				
119504	11/17/2015	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED**	**VOIDED**		
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119506	11/17/2015	966	GENUINE PARTS COMPANY-OMAHA		1,643.66				
119507	11/17/2015	826	GOVERNMENT FINANCE OFFICER'S		150.00				
119508	11/17/2015	285	GRAYBAR ELECTRIC COMPANY INC		161.73				
119509	11/17/2015	71	GREENKEEPER COMPANY INC		283.25				
119510	11/17/2015	1044	H & H CHEVROLET LLC		185.52				
119511	11/17/2015	426	HANEY SHOE STORE		300.00				
119512	11/17/2015	387	HARM'S CONCRETE INC		147.00				
119513	11/17/2015	4178	HERITAGE CRYSTAL CLEAN LLC		284.66				
119514	11/17/2015	333	MATTHEW F HOLLAND		100.00				
119515	11/17/2015	526	HOST COFFEE SERVICE INC		28.70				
119516	11/17/2015	376	HURST, JEAN		129.62				
119517	11/17/2015	1612	HY-VEE INC		139.15				
119518	11/17/2015	1151	ICMA-INTL CITY/COUNTY MANAGE		6,359.90				
119519	11/17/2015	2323	INGRAM LIBRARY SERVICES		1,409.78				
119520	11/17/2015	4851	J & J SMALL ENGINE SERVICE		487.33				
119521	11/17/2015	351	KEVIN JONES		250.00				
119522	11/17/2015	2394	KRIHA FLUID POWER CO INC		456.86				
119523	11/17/2015	4425	LANDPORT SYSTEMS INC		125.00				
119524	11/17/2015	381	LANDS' END BUSINESS OUTFITTERS		17.99				
119525	11/17/2015	4330	LARSEN SUPPLY COMPANY		170.42				
119526	11/17/2015	231	LEAGUE OF NEBRASKA MUNICIPA-		445.00				
119527	11/17/2015	230	LIGHT AND SIREN		89.68				
119528	11/17/2015	1573	LOGAN CONTRACTORS SUPPLY		296.15				
119529	11/17/2015	2664	LOU'S SPORTING GOODS		33.98				
119530	11/17/2015	3806	MARKONSKY, THOMAS J		120.00				
119531	11/17/2015	877	MATHESON TRI-GAS INC		503.10				
119532	11/17/2015	193	CATHERINE DEMES MAYDEW		780.00				
119533	11/17/2015	4943	MENARDS-RALSTON		1,498.33				
119534	11/17/2015	153	METRO AREA TRANSIT		445.00				
119535	11/17/2015	872	METROPOLITAN COMMUNITY COLLEGE		24,443.04				
119536	11/17/2015	553	METROPOLITAN UTILITIES DIST.		502.85				
119537	11/17/2015	4479	MID-IOWA SOLID WASTE EQUIP CO		2,800.00				
119538	11/17/2015	2299	MIDWEST TAPE		200.67				
119539	11/17/2015	4085	MNJ TECHNOLOGIES		1,490.00				
119540	11/17/2015	1028	NATIONAL EVERYTHING WHOLESALE		444.86				
119541	11/17/2015	488	NATIONAL SAFETY COUNCIL		599.00				
119542	11/17/2015	719	NEBRASKA FOREST SERVICE		200.00				

APCHCKRP  
10.30.14

Thu Nov 12, 2015 4:43 PM

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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
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119546	4792 NEX TRAQ INC	11/17/2015				373.40			
119547	4626 NORTON, JODI	11/17/2015				56.81			
119548	124 NPZA-NE PLANNING/ZONING ASSN	11/17/2015				70.00			
119549	179 NUTS AND BOLTS INCORPORATED	11/17/2015				12.43			
119550	1831 O'REILLY AUTOMOTIVE STORES INC	11/17/2015				127.35			
119551	1014 OFFICE DEPOT INC	11/17/2015				.00	**CLEARED**	**VOIDED**	
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119553	1014 OFFICE DEPOT INC	11/17/2015				662.49			
119554	195 OMAHA PUBLIC POWER DISTRICT	11/17/2015				.00	**CLEARED**	**VOIDED**	
119555	195 OMAHA PUBLIC POWER DISTRICT	11/17/2015				.00	**CLEARED**	**VOIDED**	
119556	195 OMAHA PUBLIC POWER DISTRICT	11/17/2015				51,863.44			
119557	46 OMAHA WORLD-HERALD	11/17/2015				96.20			
119558	109 OMNIGRAPHICS INC	11/17/2015				81.85			
119559	3039 PAPILLION SANITATION	11/17/2015				1,160.39			
119560	2686 PARAMOUNT LINEN & UNIFORM	11/17/2015				348.96			
119561	1821 PETTY CASH-PAM BUETHE	11/17/2015				.00	**CLEARED**	**VOIDED**	
119562	1821 PETTY CASH-PAM BUETHE	11/17/2015				353.00			
119563	337 POWER DMS INC	11/17/2015				4,204.00			
119564	172 Q P ACE HARDWARE	11/17/2015				.00	**CLEARED**	**VOIDED**	
119565	172 Q P ACE HARDWARE	11/17/2015				571.04			
119566	4653 RDG PLANNING & DESIGN	11/17/2015				1,355.05			
119567	4133 ROTELLA'S ITALIAN BAKERY	11/17/2015				74.00			
119568	1770 RUFFNER, JAMES	11/17/2015				106.00			
119569	292 SAM'S CLUB	11/17/2015				.00	**CLEARED**	**VOIDED**	
119570	292 SAM'S CLUB	11/17/2015				1,056.89			
119571	487 SAPP BROS PETROLEUM INC	11/17/2015				1,141.95			
119572	1335 SARPY COUNTY CHAMBER OF	11/17/2015				525.00			
119573	4836 SEFFRON, RANDY	11/17/2015				106.00			
119574	352 SELAH SOUND INC	11/17/2015				100.00			
119575	4040 SHERRY, PAUL	11/17/2015				144.44			
119576	115 SIRCHIE FINGER PRINT LABS	11/17/2015				154.26			
119577	2272 SMALL, BRADY	11/17/2015				106.00			
119578	3838 SPRINT	11/17/2015				642.40			
119579	4335 STOLTENBERG NURSERIES	11/17/2015				969.75			
119580	350 SWEET CONFECTIONS	11/17/2015				550.00			
119581	264 TED'S MOWER SALES & SERVICE	11/17/2015				90.22			
119582	4979 UNITE PRIVATE NETWORKS LLC	11/17/2015				3,850.00			
119583	4856 UNITED DISTRIBUTORS INC	11/17/2015				71.20			
119584	123 UNIV OF NEBR BOARD OF REGENTS	11/17/2015				125.00			
119585	4632 UPS STORE	11/17/2015				201.28			
119586	2720 USI EDUCATION/GOV'T SALES	11/17/2015				93.19			
119587	334 GEORGE WALKER	11/17/2015				125.00			
119588	4430 WELLS, DAVID	11/17/2015				100.00			
119589	968 WICK'S STERLING TRUCKS INC	11/17/2015				2,261.93			
119590	359 WILDKAT RESTAURANTS INC	11/17/2015				60.00			

2330001

Thru 2346401

Payroll Checks

1260374 11/06/2015

5017 EFTPS

(Payroll Taxes) 66,983.69

\*\*E-PAY\*\*

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\*\*\*\*\* 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
1260375	11/06/2015	5018	NE STATE INCOME TAX			9,809.13			**E-PAY**
1260376	11/06/2015	5019	ICMA PAYROLL		(Pension)	34,479.73			**E-PAY**
1260377	11/06/2015	5020	NE CHILD SUPPORT CENTER			966.08			**E-PAY**
1260378	11/06/2015	5023	LFOP DUES			1,300.00			**E-PAY**
1260379	11/06/2015	5024	POLICE INSURANCE			261.89			**E-PAY**
1260380	11/06/2015	5025	529 CSP	(College Savings Plan)		50.00			**E-PAY**
1260381	11/16/2015	3105	MARCO INCORPORATED			159.00			**E-PAY**
1260382	11/16/2015	3105	MARCO INCORPORATED			188.40			**E-PAY**
BANK TOTAL						669,632.85			
OUTSTANDING						669,632.85			
CLEARED						.00			
VOIDED						.00			
FUND						TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND					522,574.76	522,574.76	.00	.00
02	SEWER FUND					27,912.13	27,912.13	.00	.00
04	BOND(S) DEBT SERVICE FUND					49,400.00	49,400.00	.00	.00
05	CONSTRUCTION					42,328.97	42,328.97	.00	.00
08	LOTTERY FUND					7,184.93	7,184.93	.00	.00
09	GOLF COURSE FUND					4,934.41	4,934.41	.00	.00
15	OFF-STREET PARKING					1,204.36	1,204.36	.00	.00
16	REDEVELOPMENT					2,875.00	2,875.00	.00	.00
REPORT TOTAL						669,632.85			
OUTSTANDING						669,632.85			
CLEARED						.00			
VOIDED						.00			
+ Gross Payroll 11/06/15						368,748.56			
- Payroll ACH Payments						113,850.52			
GRAND TOTAL						<u>\$924,530.89</u>			

APPROVED BY COUNCIL MEMBERS 11/17/15

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR FINAL PUD PLAN & SUBDIVISION AGREEMENT LOT 3, SOUTHPORT WEST REPLAT ONE (NE OF WESTPORT PKWY. & W. GILES RD.)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and resolutions have been prepared to approve the Final PUD Plan and Subdivision Agreement for approximately 20 acres located northeast of Westport Parkway and West Giles Road.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled and resolutions have been prepared to approve the Final PUD Plan and Subdivision Agreement application by Costco Wholesale Corporation for approximately 20 acres platted as Lot 3, Southport West Replat One, generally located northeast of Westport Parkway and West Giles Road.

The property is zoned C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District). The applicant has requested approval of a Final PUD Plan and Subdivision Agreement to allow for the development of a Costco retail store.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 20, 2015, and unanimously recommended approval of the Final PUD Plan to City Council contingent on the finalization of the landscaping plan prior to City Council approval of the Final PUD Plan.

**RESOLUTION NO. 15 - \_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 3, SOUTHPORT WEST REPLAT ONE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Costco Wholesale Corporation, on behalf of the owners of the above described piece of property, Heritage-Westwood La Vista, LLC, have made application for approval of a final planned unit development plan for Lot 3, Southport West Replat One; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval contingent on the finalization of the landscaping plan prior to City Council approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lot 3, Southport West Replat One, located in the SE 1/4 of Section 18, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northeast of Westport Parkway and West Giles Road be, and hereby is, approved.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF NOVEMBER 2015.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO. 15 - \_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FOURTH AMENDMENT TO THE SOUTHPORT WEST SUBDIVISION AGREEMENT FOR LOT 3, SOUTHPORT WEST REPLAT ONE.

WHEREAS, the City Council did on June 30, 2005, approve the subdivision agreement for Southport West; and

WHEREAS, the Developer, as successor and owner of Lot 3, Southport West Replat One, Costco Wholesale Corporation, has agreed to execute an Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Fourth Amendment to the Southport West Subdivision Agreement presented at the November 17, 2015, City Council meeting for Lot 3, Southport West Replat One 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 any modifications, additions, or deletions the City Administrator determines necessary or advisable in consultation with the City Engineer or City Attorney.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF NOVEMBER 2015.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



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

---

CASE NUMBER: 2015-PUD-05

FOR HEARING OF: November 17, 2015  
Report Prepared on November 9, 2015

**I. GENERAL INFORMATION**

- A. APPLICANT:** Costco Wholesale Corporation
- B. PROPERTY OWNER:** Heritage-Westwood La Vista LLC
- C. LOCATION:** Northeast corner of West Giles Road and Westport Parkway
- D. LEGAL DESCRIPTION:** Lot 3, Southport West Replat One
- E. REQUESTED ACTION(S):** PUD Site Plan approval for a Big Box Retail Store
- F. EXISTING ZONING AND LAND USE:**  
C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District); vacant.
- G. PROPOSED USES:** The Planned Unit Development (PUD) Site Plan will allow the applicant to operate a Big Box Retail Store on the property.
- H. SIZE OF SITE:** 20.48 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The lot is currently vacant. The property is relatively flat in the main buildable area. However, it has a drastic slope down to the adjoining streets along the eastern, western, and southern edges of the lot.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. North:** Cabela's, Big Box Retail Store; C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District)
  - 2. East:** Vacant; C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District)

3. **South:**  
Lot 4, Sarpy County Industrial Park Phase 2, Vacant; I-1 Light Industrial and Gateway Corridor District (Overlay District);  
Lots 1 and 2, Gary and Debbie Pink No. 2, Vacant; C-2 General Commercial District and Gateway Corridor District (Overlay District)
4. **West:** Vacant; C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District)

**C. RELEVANT CASE HISTORY:**

1. N/A

**D. APPLICABLE REGULATIONS:**

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial/Office Park District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
3. Section 5.15 of the Zoning Regulations – Planned Unit Development District

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan currently designates this property for commercial uses.

**B. OTHER PLANS:** N/A

**C. TRAFFIC AND ACCESS:**

1. Access will be from the City Parking District access road, a three-lane roadway connecting the City Parking District to South 125<sup>th</sup> Street and Westport Parkway. The development will utilize two connections to this road along its north property line. Two access points to the City Parking District from the access road will provide for overflow parking.
2. A 6-foot wide sidewalk will be constructed along the City Parking District access road and along the east and west sides of the property for pedestrian access.
3. Signal timing and other traffic-related adjustments will be completed in Southport West in consideration of the anticipated traffic impacts of this development.

**D. UTILITIES:** All utilities are available to the site.

**E. PARKING REQUIREMENTS:** The Southport West PUD criteria requires at least 4.5 stalls per 1,000 square feet.

The PUD Site Plan provides a total of 759 stalls of which 79 stalls are to be within the adjacent City Parking District facility. The intent of the City Parking District was to provide for shared parking so that not every facility in Southport West would have to maximize on-site parking for peak periods. This allows for more efficient use of parking and a higher density of development.

The accessible parking stall requirement is 2% of the on-site total parking count and is compliant.

**F. LANDSCAPING:** The landscaping plan has been reviewed as part of the design review process that is required for developments within Southport West and the Gateway Corridor District.

**IV. REVIEW COMMENTS:**

1. The proposed landscaping plan was recently revised to accommodate a shift in the geometry of the City Connector Street Improvements. As such, the design review process has not been completed in regards to the landscaping plan. Staff recommends approval of any final changes to the landscaping plan through the design review process.
2. As the subject property is within the Gateway Corridor District and is subject to the Southport West Design Guidelines and the Gateway Corridor District Design Guidelines, any development on the property will need to go through the City's building and site design approval process. This process is underway but not required to be completed prior to the Final PUD approval process.
3. The applicant has been in contact with the Fire Marshall about fire protection as per comment #4 of the initial staff review letter and has received approval.
4. A preliminary drainage study has been submitted and is currently under review by the City Engineer. A final drainage study will need to be submitted and approved prior to building permit issuance.
5. In addition to the primary use as a big box retail store, the proposed development will also include automotive repair or service as well as fuel sales. As per Section 6 of the Southport West PUD Ordinance these uses are permitted only as an accessory use to an anchor store or big box retail store which is applicable in this case.
6. The maximum permitted building height is 90 feet unless otherwise limited by the FAA. The proposed height on the elevation views is a maximum of 33 feet. The applicant will need to work with the FAA to verify approval of their height limits prior to the issuance of a building permit. If a construction crane is to be used on the site, it may also require FAA approval.
7. Building setbacks are to be per the C-3 zoning unless modified otherwise by the PUD plan. The C-3 regulations specify 25 feet minimum for front

yard unless there is parking in front in which case the minimum is 50 feet. The setbacks as shown are compliant.

8. The PUD Ordinance requires open space of at least 25 percent of the lot area. The total open space provided is calculated at 25.7 percent. The PUD ordinance also requires landscaped areas in the parking areas to be at least 10 percent of the paved areas. The total parking area landscaping provided is 5.8 percent. The excess greenspace at the perimeter of the parking lot exceeds the required perimeter landscaping, sufficiently offsetting the lack of landscaped areas in the parking lot. A note has been added to the site plan to allow for this reduced percentage within the parking areas.

**V. STAFF RECOMMENDATION – FINAL PUD SITE PLAN:**

Staff recommends approval of the Final PUD Site Plan, contingent on the final review and approval of the Landscaping Plan through the design review approval process.

**VI. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT AMENDMENT:**

Staff recommends approval of the Second Amendment to the Southport West Subdivision Agreement contingent upon modifications, additions, or deletions the City Administrator determines necessary or advisable in consultation with the City Engineer or City Attorney.

**VII. PLANNING COMMISSION RECOMMENDATION – FINAL PUD SITE PLAN:**

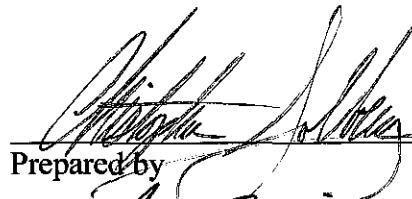
The Planning Commission held a public hearing on August 20, 2015, and unanimously recommended approval of the Final PUD Site Plan to City Council, contingent on the finalization of the landscaping plan prior to City Council approval of the Final PUD Site Plan.

**VIII. ATTACHMENTS TO REPORT:**

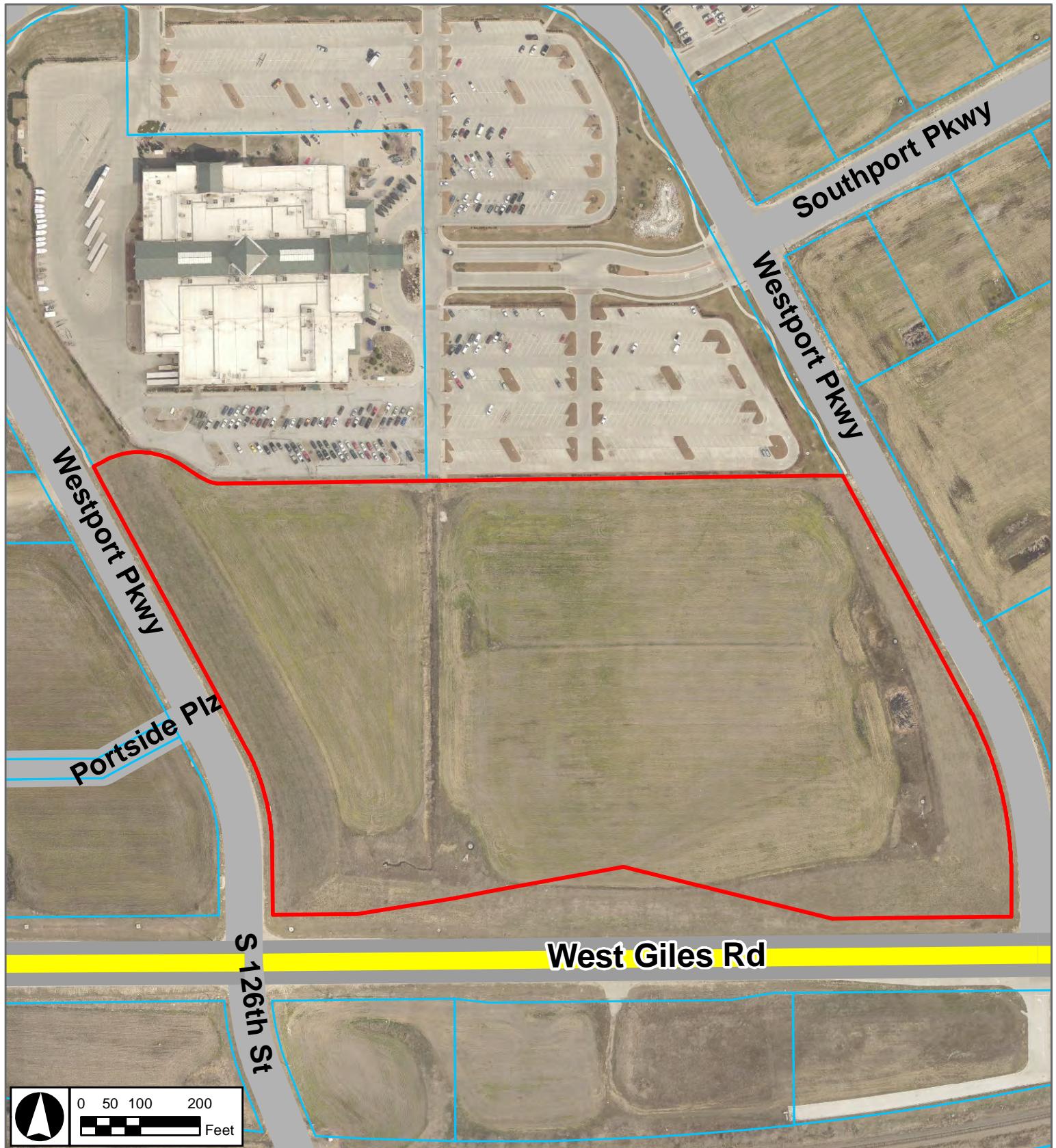
1. Vicinity Map
2. City Engineer's Review Letter
3. Construction Schedule
4. PUD Site Plan map set
5. Subdivision Agreement

**IX. COPIES OF REPORT TO:**

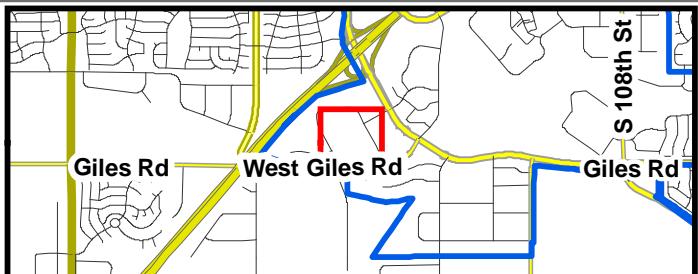
1. Theodore R. Johnson, TJ Design Strategies, Ltd.
2. Sterling Cramer, Olsson Associates
3. Dean Bernstein, Heritage-Westwood La Vista LLC
4. Public Upon Request

  
Prepared by  
  
Community Development Director

11-11-15  
Date



## Project Vicinity Map



**Costco PUD**

8-10-2015  
CSB





July 14, 2015

Mr. Christopher Solberg  
City Planner  
City of La Vista  
8116 Park View Blvd.

RE: Preliminary PUD, Preliminary Plat-Initial Review  
Southport West Replat One, Lot 3  
Proposed COSTCO Warehouse  
City Engineer Review Comments

Chris:

I have reviewed the documents that you provided to me for the above-referenced application asking for comments by July 22, 2015. Based on the elements for consideration set forth in the applicable section of the Zoning Regulations for a Preliminary PUD, the Southport West PUD regulations dated February 17, 2015, and the 2013 Gateway Corridor Design Regulations. I have the following comments:

Section 5.15 of the Zoning Regulations

1. Article 5.15.04.01 requires a schedule of construction to be submitted.
2. Article 5.15.04.02 addresses arrangements for public improvements. The City desires to create a public road along the north edge of this site to improve access to the Off-Street Parking District. A development agreement needs to be prepared to address a right-of-way dedication for the public street, conceptual design of the public street, modification of existing storm sewer easements, and coordination of the public street construction.
3. In regard to Articles 5.15.04.03, a preliminary traffic impact analysis was received from Olsson Associates. Once a consultant has been selected for the City Parking District Access Improvements, which will include traffic engineering expertise, the traffic impact analysis will be reviewed in more detail. Prior discussions on this project have indicated that the public road along the north side of the site may need to be 3-lanes wide and is to include a pedestrian path along the road. This may require more right-of-way width than the 60 feet currently shown.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p: 402-331-4343  
f: 402-331-4375

**Community Development**  
8116 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

**Fire**  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

**Golf Course**  
8305 Park View Blvd.  
p: 402-339-9147

**Library**  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

**Police**  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

**Public Buildings & Grounds**  
8112 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

**Recreation**  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

4. In regards to Article 5.15.04.04 the proposed location of on-site fire hydrants for fire protection need to be shown. The Fire Marshall needs to review the plan for fire access and fire hydrant spacing.
5. Relative to Article 5.15.04.07 the required parking count is 749 stalls based on the total building footprint but deleting the enclosed canopy space and tire changing space at 4.5 stalls per 1,000 square feet (Southport West PUD criteria) and adding 4 tire bays at 3 spaces per bay. Two site plan configurations have been submitted. One provides all parking on site in a total of 736 stalls. The second configuration provides a total of 759 stalls of which 79 stalls are to be within the adjacent City Parking District facility. The intent of the City Parking District was to provide for shared parking so that not every facility in Southport West would have to maximum on-site parking for peak periods. This allows for more efficient use of parking and a higher density of development. Therefore, I am satisfied with either parking scenario but would prefer the one that creates the least impervious surface and allows for the most storm water management space. This would be the option utilizing the City Parking District parking spaces. The accessible parking stall requirement is 2% of the on-site total parking count and is met by either option.
6. In regards to Article 5.15.04.15 a public sidewalk will be required as part of the public street construction. I recommend that the sidewalk be at least 6 feet wide and be located on one side of the public street.
7. In regards to Article 5.15.05.04, a preliminary drainage study for storm water management is needed.

Gateway Corridor District Design Guidelines-Sept. 17, 2013

8. Section I-D pertains to appearance of parking areas. A landscaping plan has been provided and needs to be reviewed by other City staff or the design review consultant for suitability. I have not reviewed the landscaping plan.
9. Section III-B identifies the considering the grades of walks to make them inviting. The preliminary grading plan indicates a number of retaining walls along the proposed public street. During final design of the public street, efforts to reduce the extent of retaining walls will be needed. Changes for the Preliminary PUD are not needed at this time, but final design efforts should consider reducing retaining walls where possible.
10. Section III-I specifies screening of service yards, mechanical equipment, etc. The provisions for screening of the trash compactor area need to be reviewed for suitability.
11. Section III-K sets forth the applicable storm water management criteria. The preliminary drainage study noted in Item 6 above will need to follow those criteria. Also, if there is an ability to provide more than the minimum storm water peak flow reduction, this needs to be considered. There are downstream limitations in drainage capacity. The consultant selected for the City Parking District Access Improvements will be asked to examine options to increase downstream drainage capacity.

Southport West PUD Ordinance-February 17, 2015

12. The PUD allows uses per the C-3 zoning regulations with limitations as set forth in Section 6. The proposed use as a retail trade center is permitted and Section 6 allows automotive repair or service (tire installation) only as an accessory use to a big box retail store which is applicable in this case.
13. The maximum permitted building height is 90 feet unless otherwise limited by the FAA. The proposed height on the elevation views is a maximum of 33 feet. The applicant will need to work with the FAA to verify their height limits.
14. Building setbacks are to be per the C-3 zoning unless modified otherwise by the PUD. The C-3 regulations specify 25 feet minimum for front yard unless there is parking in front in which case the minimum is 50 feet. If West Giles Road were considered the front, then the building is shown with 40 feet by scale to the closest right of way point and parking is not shown in front of that side of the building, so 40 feet would be compliant. Westport Parkway frontages are far in excess of the minimums.
15. The PUD requires open space of at least 25 percent of the lot area. It appears that this percentage is exceeded, but the data needs to be presented on the site plan. The PUD also requires landscaped areas in the parking areas to be at least 10 percent of the paved areas. Calculations need to be provided. The spacing of the parking lot landscaping appears to meet the criteria set forth in the PUD ordinance.
16. Proposed sidewalks along Westport Parkway need to be 5 feet wide, 6 inches thick and need to be serpentine. See criteria in Exhibit C, Section 6 of the Southport West PUD Ordinance.
17. To review other elements required by Exhibit C of the Southport West PUD Ordinance the Site Plan needs to include details on site lighting, benches, bike racks, trash cans, etc.
18. I recommend that the greenspace on the site along the proposed public street be a minimum of 10 feet wide. This is not addressed by the PUD Ordinance.

Please note that I have not reviewed the signage or building design for compliance with the Southport West PUD Ordinance.

Please contact me if you have questions about my comments.

Prepared by:

John M. Kottmann

John M. Kottmann

City Engineer

**Costco Wholesale - La Vista, NE**

**8.11.15**

**Preliminary Construction Schedule**

Mobilize/Erosion Control/Mass Grading: 4.4.16-5.13.16

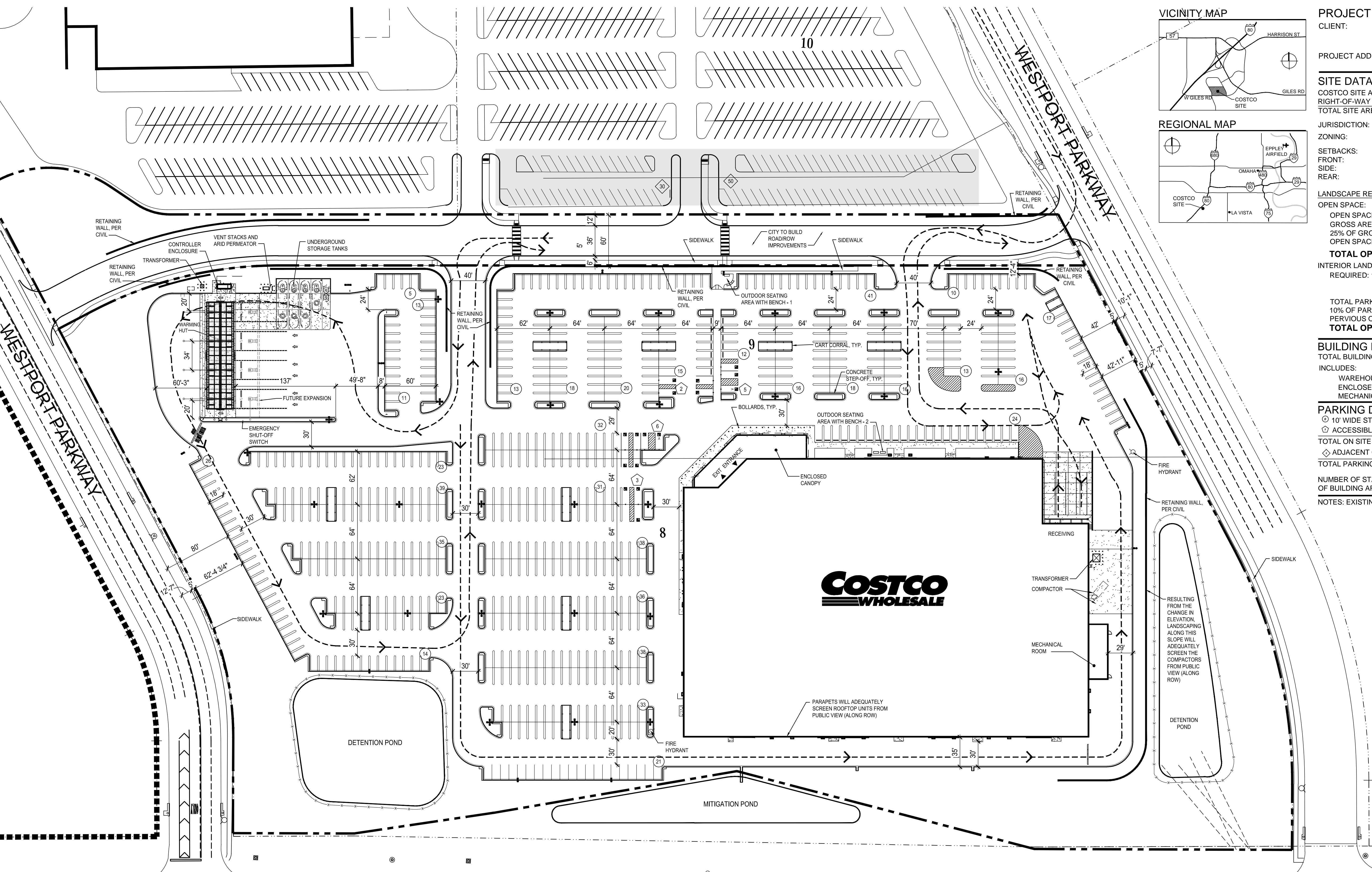
City Public Road Work: 5.16.16-7.15.16

Costco Site Construction: 7.18.16

Costco Building Construction: 8.1.16

Substantial Completion: 11.19.16





**COSTCO WHOLESALE**  
LA VISTA, NEBRASKA

**CONCEPT SITE PLAN**

NOVEMBER 11, 2015

14-0082-01  
NOVEMBER 11, 2015  
CONCEPT  
SITE PLAN  
DD11-14

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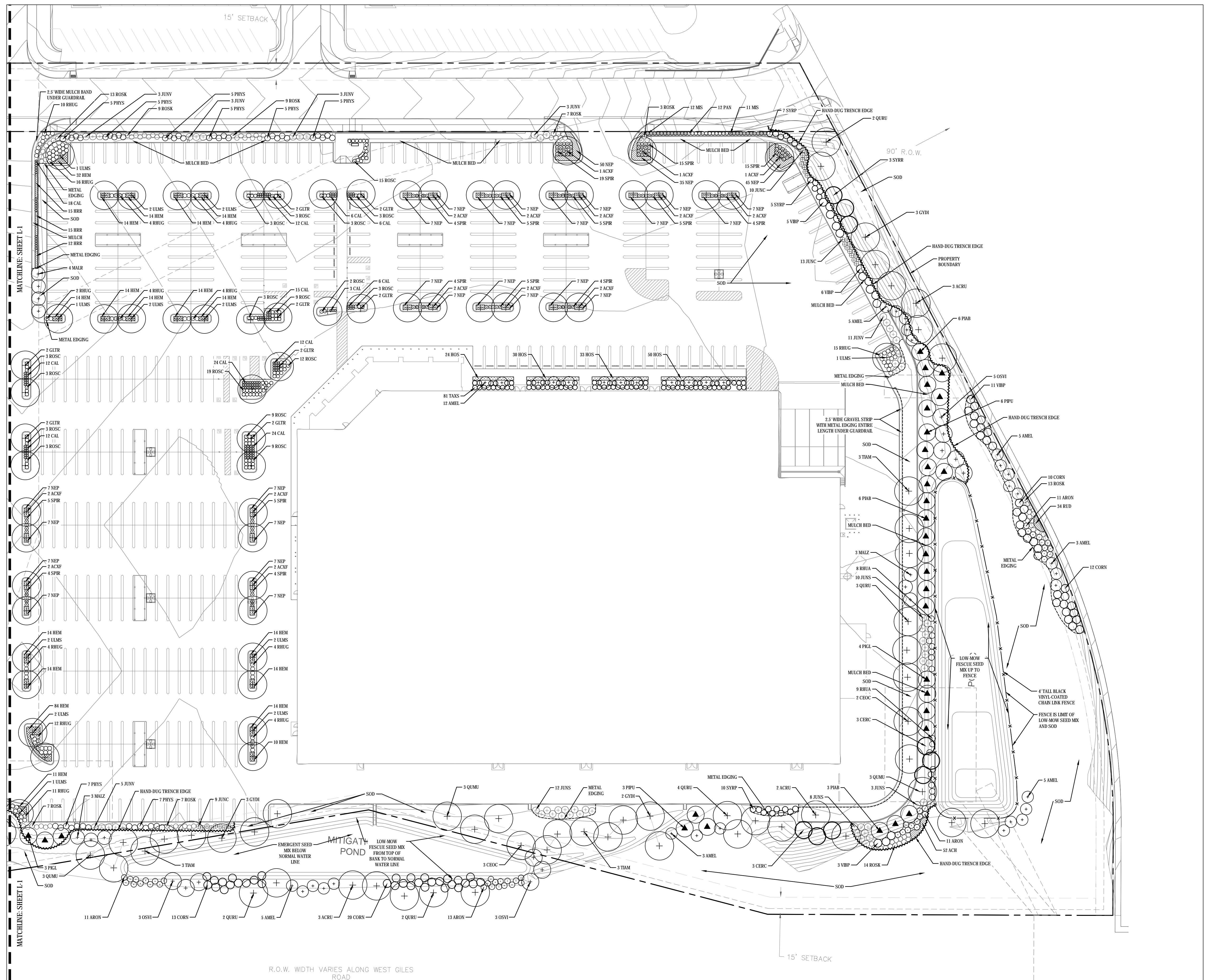
**COSTCO**  
WHOLESALE  
LA VISTA, NE

**MULVANNY G2**

1101 SECOND AVE | SUITE 100  
SEATTLE, WA | 98101  
t 206.962.6500 | f 206.962.6499

MG2.com





# COSTCO WHOLESALE PRELIMINARY LANDSCAPE PLAN

# LA VISTA, NEBRASKA

NOVEMBER 12, 2015

24343.073  
NOVEMBER 12, 2015

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**PRELIMINARY  
LANDSCAPE  
PLAN**

The image shows the large, bold, black "COSTCO" logo with "WHOLESALE" in a slightly smaller font below it. Overlaid on the bottom right of the logo is the address "LA VISTA, NE".

## LA VISTA, NE

# THE GROUP JR

201 DEPOT STREET  
ANN ARBOR, MI 48104  
734.662.4457  
[www.smithgroupjjr.com](http://www.smithgroupjjr.com)

FOR PLANT LIST SEE SHEET L-1

**FOURTH AMENDMENT TO SUBDIVISION AGREEMENT**  
**Southport West Subdivision**  
**(Lot 3 Southport West Replat One)**

THIS FOURTH AMENDMENT to that certain Commercial Subdivision Agreement dated June 30, 2005, as previously amended ("Original Subdivision Agreement"), is made effective as of the last date executed below, by Costco Wholesale Corporation, a Washington corporation authorized to do business in Nebraska (hereinafter referred to as the "Developer"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). The replat creating Lot 3, Southport West Replat One originally was the subject of the First Amendment to the Original Subdivision Agreement dated August 30, 2007; the Second and Third Amendments involved lots other than Lot 3, Southport West Replat One. The Developer, as successor and owner of Lot 3, Southport West Replat One, desires to further amend the Original Subdivision Agreement. This Amendment, as such, only pertains to Lot 3, Southport West Replat One and shall govern all aspects of the development of the Property (as defined below).

**WITNESSETH:**

WHEREAS, Developer is the owner of the land depicted or described in Exhibit "A," which land is subject to the final PUD-1 (Planned Unit Development) plan for Southport West approved by Ordinance No. [REDACTED], as amended, (hereinafter referred to as the "Property" or "Site"); and,

WHEREAS, Developer intends to develop and construct buildings and other private improvements on the Property in accordance with the Lot 3 Southport West Replat One PUD Plan attached as Exhibit "B" ("PUD Site Plan") and related exhibits, for operation of a Costco Wholesale facility and accessory uses ("Private Improvements"); and

WHEREAS, in connection with the Private Improvements, Developer wishes to connect the sanitary sewer system to be constructed within the limits of the Property to the sewer system of City of La Vista; and

WHEREAS, Developer and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed, including without limitation, grading, dedication of right of way, and construction of a public street and related improvements to improve pedestrian and vehicular flow and connect eastern and western parts of Westport Parkway. In particular with respect to the referenced public street and related improvements:

1. Developer intends to grade the Property per the approved grading plan attached as Exhibit "C", including without limitation, rough grading of street right-of-ways in accordance with Exhibit "C" to the satisfaction of the City Engineer; and
2. Developer intends to dedicate to the City the right-of-way depicted in Exhibit "D"; and

3. City, after Developer grading work is completed, intends to construct the public street and related improvements, including without limitation, the street, sidewalks and related public storm sewer, retaining walls, lighting, and other improvements in accordance with the plans attached as Exhibit "E" – City Connector Street Improvements.

NOW, THEREFORE, IT IS AGREED by Developer and City that the Original Subdivision Agreement is amended as follows:

1. Definitions

For the purposes of this Amendment, the following words and phrases shall have the following meanings:

- A. The " cost" or "entire cost" of an improvement shall be deemed to include all amounts paid to the contractor or contractors, utilities or persons constructing or installing such improvement or performing the work, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, if any, and miscellaneous costs, together with all other costs incurred in or related to the construction of the improvement. Financing costs shall include all fiscal agent's warrant fees and costs, interest on warrants or bond anticipation notes to date of funding by issuance of bonds, together with all bond fees and costs. Miscellaneous costs shall include costs incidental to the creation of any City improvement districts through which improvements may be constructed and financed.

2. Developer Undertakings. Developer, at its sole cost, shall provide or cause to be provided the following:

- A. Grading and Related Expenses. Developer shall grade the Property per the approved grading plan attached hereto as Exhibit "C," including without limitation, rough grading of street right-of-ways in accordance with Exhibit "C" to the satisfaction of the City Engineer, common excavation and replacement of top soil pursuant to Exhibit "C", seeding and erosion control and related work, and the removal of erosion control facilities and measures ("Developer Grading Work"). Developer shall complete the Developer Grading Work set forth herein within   days of commencing such work

- B. Sidewalks. Developer, at its sole cost with other Private Improvements, shall install all sidewalks depicted in Exhibit "B" in accordance with City sidewalk policies as they may from time to time exist.

- C. Storm Sewer. The Developer, at its sole cost, shall cause the portion of the storm sewer system set forth in Exhibit "F" to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Property, including those segments functioning as a transporter of storm

water to or from points within or outside the Property, as shown in Exhibit "F".

D. Sanitary Sewer. The Developer, at its sole cost, shall cause the portion of the sanitary sewer system set forth in Exhibit "G" to be constructed, including cleanouts, manholes, and other related appurtenances to be constructed in private drives or routes in the Property, including those segments functioning as a transporter of sanitary sewer water to points within or outside the Property, as shown in Exhibit "G".

E. Developer Right-of-Way Dedication. Developer, in accordance with the instrument attached as Exhibit "D," shall provide, dedicate free of charge to the City no later than [REDACTED] the graded right of way for City Connector Street Improvements, which dedication the City Council by approving this Amendment accepts and approves, subject to review and approval of the City Engineer and Public Works Director. The Mayor shall be authorized to take all actions on behalf of the City as he determines necessary or appropriate to complete said dedication, including without limitation executing and delivering any documents or instruments indicating the City Council's acceptance or approval of the dedication.

3. City Connector Street. City at its sole cost shall provide or cause to be provided the following:

City, to improve pedestrian and vehicular flow and connect the eastern and western parts of Westport Parkway, at its sole cost after Developer Grading Work and Developer dedication of right-of-way are completed, shall construct and maintain the street, sidewalk and related public storm sewer, retaining walls, lighting, and other improvements described or depicted in Exhibit "E" ("City Connector Street Improvements"). Contract(s) for construction of the City Connector Street Improvements will be executed within twenty-one (21) days after completion of the Developer Grading Work and Developer dedication of right-of-way. The City shall complete construction of City Connector Street within [REDACTED] days after execution of contract(s) for construction of the City Connector Street Improvements, subject to any change orders extending the construction contract for causes beyond the control of the City. If Developer fails to open to the public a Costco Wholesale store in accordance with the PUD Site Plan within eighteen (18) months following the date of this Subdivision Agreement, Develop agrees to pay the City the sum of all actual expenses incurred by City in connection with the City Connector Street Improvements. This Amendment shall survive any closing or dedication of right-of-way to the City.

4. Tract Sewer Connection Fees. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 3, Commercial

18.41 ± AC @ \$5,973/AC

\$109,962.93

The aforested fee of \$5,973 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

5. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the PUD Site Plan for review and approval by the City's Engineer prior to issuance of a grading permit to the Developer demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's issuance of the grading permit shall be conditioned on Developer executing and delivering and recording with the Sarpy County Register of Deeds at no cost to City all easements set forth in Exhibit "H" or otherwise required in form and content satisfactory to the City's Engineer, and providing a copy of the date-stamped recorded documents to the City.

6. Storm Water Management Plan: Developer, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as Exhibit "I." Plans and specifications for such storm water management improvements shall be prepared by Developer's engineer at Developer's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.

7. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Easement and Maintenance Agreement ("Maintenance Agreement") in the form and content attached hereto as "Exhibit "J," subject to any modifications the City Engineer determines necessary or advisable, shall be entered into between Developer and City prior to starting construction of such improvements described in Section 6, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Developer that the final version of the Maintenance Agreement shall:

- A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Developer at its expense,
- B. include provisions to control when post-construction storm water features are to be constructed,
- C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls,

- D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- E. provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the Site or any part thereof.

8. Easements. Developer, at no cost to City, shall provide the easements and right-of-way for the construction, installation, maintenance, replacement and repair of City Connector Street Improvements as set forth in Exhibit "H" ("Easements"). Issuance of a building permit for the Private Improvements shall be conditioned on Developer executing, delivering, and recording with the Sarpy County Register of Deeds at no cost to the City all Easements and providing a copy of the date-stamped recorded documents to the City. The Easement documents shall outline rights, obligations and terms of the Easements, including any required coordination of City and Developer with respect to construction of City Connector Street Improvements and Private Improvements. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Developer immediately after said approval is provided. Copies of recorded Easements or any modification of any Easement shall be provided to the Parties.

9. Exhibit Summary. The Exhibits prepared by Olsson Associates, engineers for the Developer and attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Legal description and Depiction of Property.
Exhibit "B":	Lot 3 Southport West Replat One PUD Plan
Exhibit "C":	Developer Grading Work
Exhibit "D":	Right-of-Way Dedication Instrument
Exhibit "E":	City Connector Street Improvements
Exhibit "F":	Storm Sewer System
Exhibit "G":	Sanitary Sewer System
Exhibit "H":	Easements
Exhibit "I":	Post-Construction Storm Water Management Plan
Exhibit "J"	Post-Construction Storm Water Easement and Maintenance Agreement

10. Right to Enforce. Provisions of this Amendment may be enforced at law or in equity by the owners of the Property and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Amendment or otherwise provided, are cumulative.

11. Incorporation of Recitals. Recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

12. Nondiscrimination. Notwithstanding anything in this Amendment 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 Amendment, 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 Amendment by this reference and binding upon the parties.

13. Assignment. This Amendment may not be assigned by any party without the express written consent of all parties.

14. Entire Agreement. This Amendment, except as otherwise stated in this Amendment, 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.

15. Severability. If any part of this Amendment is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Amendment, and this Amendment shall be construed as if such illegal or unenforceable provision had never been included herein.

16. Original Subdivision Agreement. The Original Subdivision Agreement, except as modified by this Amendment, shall continue and remain in full force and effect. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Original Subdivision Agreement, the terms and provisions of this Amendment shall, in all instances, control and prevail.

17. Binding Effect; Recording: This Amendment shall be jointly and severally binding upon the parties, and their respective successors and assigns. This Amendment, promptly after Developer acquires title to the Property, shall be recorded by Developer with the Register of Deeds of Sarpy County, Nebraska and shall constitute covenants running with the land and shall be binding on Developer and all of Developer's successors and assigns. City shall have the right, but not the obligation, to enforce any and all such covenants.

18. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same Amendment.

[signature page(s) to follow]

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

COSTCO WHOLESALE CORPORATION

By: \_\_\_\_\_  
\_\_\_\_\_, Position  
COSTCO WHOLESALE CORPORATION

ATTEST: CITY OF LA VISTA

---

City Clerk By \_\_\_\_\_  
Mayor

## ACKNOWLEDGMENT OF NOTARY

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared (Insert Name), of Costco Wholesale Corporation, a Washington corporation ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Amendment, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

## Notary Public

## ACKNOWLEDGMENT OF NOTARY

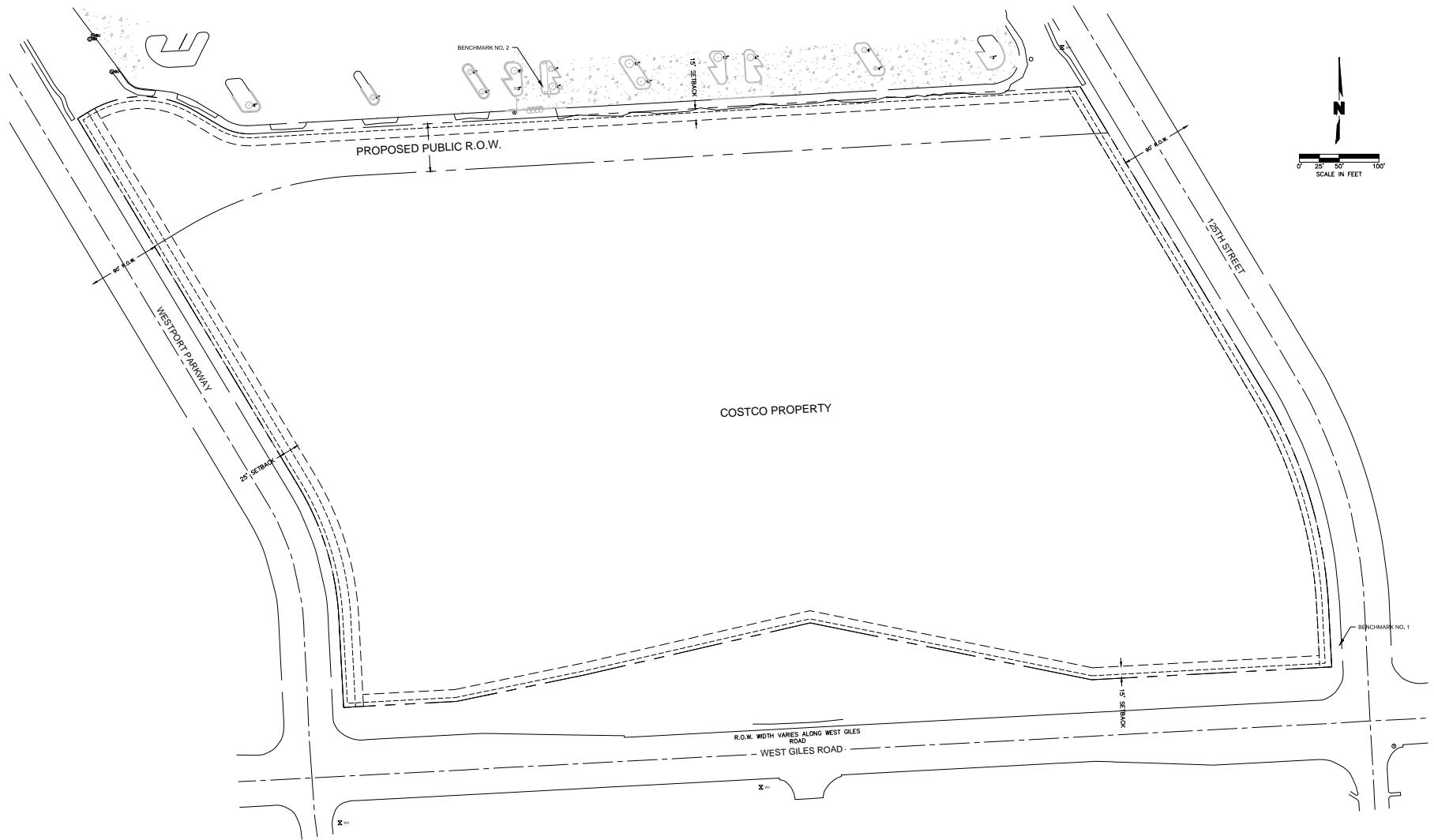
STATE OF NEBRASKA )  
 )  
COUNTY OF \_\_\_\_\_ )  
 ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_, personally known by me to be the Mayor of the City of La Vista and \_\_\_\_\_, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

## Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND DEPICTION OF PROPERTY**



LEGAL DESCRIPTION

MG: Y:\Projects\014-2258\40-design\AutoCAD\Exhibits\subdivision agreement\2015-11-01.EXHIBIT A\_42558.dwg  
AT: Nov 12, 2015 1:13am  
VETS: C BRANDY 42758 C TROY 42758  
USER: rickhorn

Olsson  
Associates

**EXHIBIT A**

DRAWING AND LEGAL  
DESCRIPTION OF PROPERTY

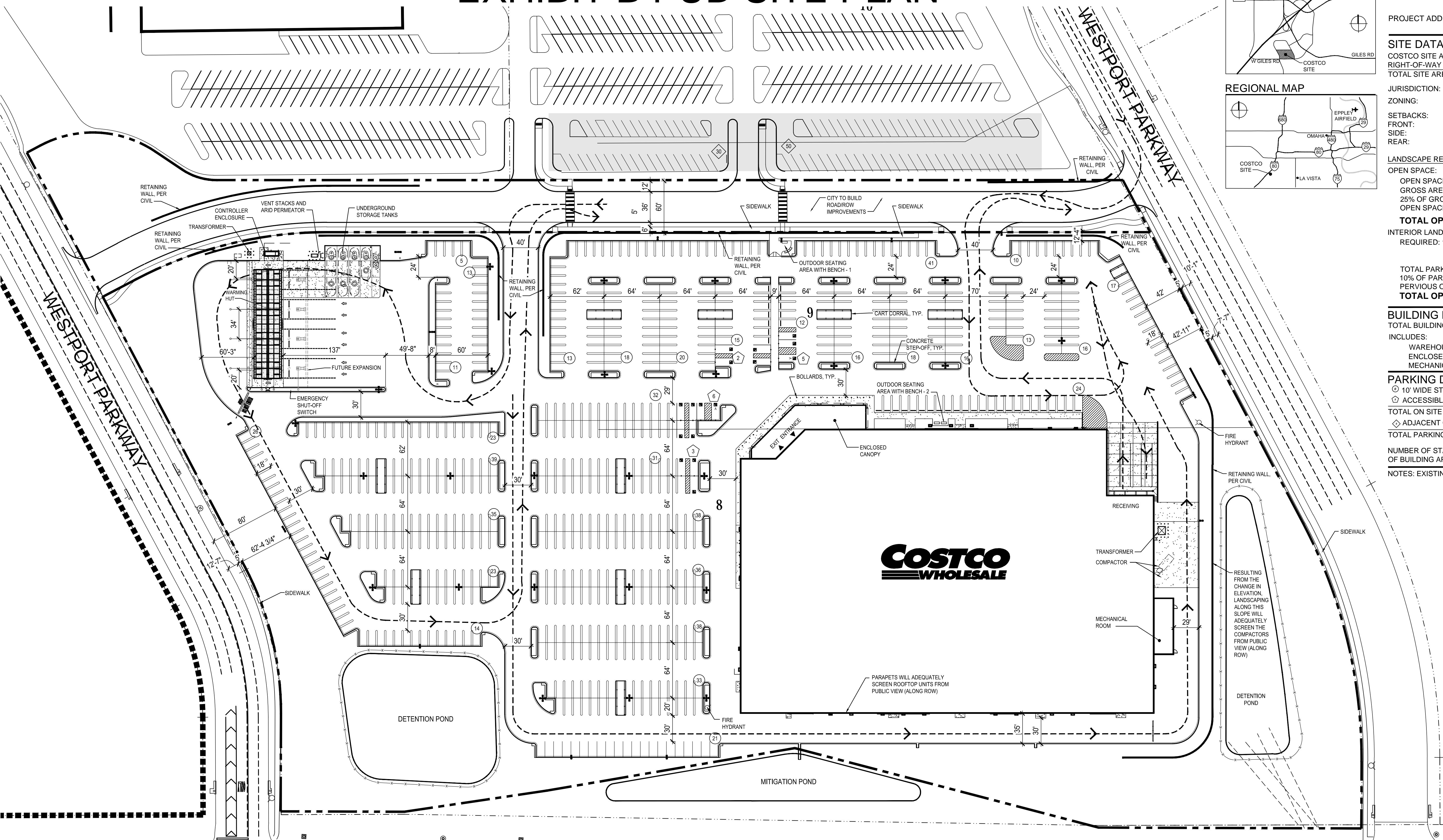
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COSTCO WHOLESALE

drawn by: \_\_\_\_\_  
checked by: \_\_\_\_\_  
approved by: \_\_\_\_\_  
QA/QC by: \_\_\_\_\_  
project no.: \_\_\_\_\_  
drawing no.: \_\_\_\_\_  
date: \_\_\_\_\_

**EXHIBIT "B"**  
**LOT 3 SOUTHPORT WEST RELPAT ONE PUD PLAN**

# EXHIBIT B PUD SITE PLAN

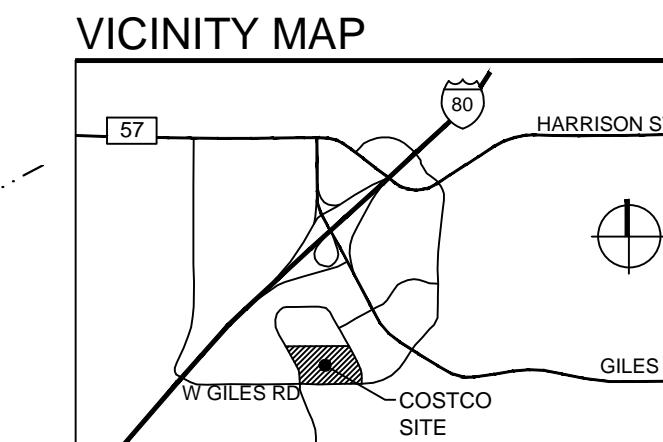


**COSTCO WHOLESALE**

LA VISTA, NEBRASKA

**CONCEPT SITE PLAN**

NOVEMBER 11, 2015



**PROJECT DATA:**  
CLIENT: COSTCO WHOLESALE  
PROJECT ADDRESS: 999 LAKE DRIVE  
ISSAQAH, WA 98027  
GILES ROAD & WESTPORT PKWY  
LA VISTA, NE

**SITE DATA:**  
COSTCO SITE AREA: 18.44 ACRES (803,081 SF)  
RIGHT-OF-WAY AREA: 2.07 ACRES (90,168 SF)  
TOTAL SITE AREA: 20.51 ACRES (893,249 SF)

**JURISDICTION:** CITY OF LA VISTA  
**ZONING:** HIGHWAY COMMERCIAL C-3

**SETBACKS:** REQUIRED FRONT: 20' ACTUAL FRONT: TBD  
REQUIRED SIDE: NONE ACTUAL SIDE: TBD  
REQUIRED REAR: NONE ACTUAL REAR: TBD

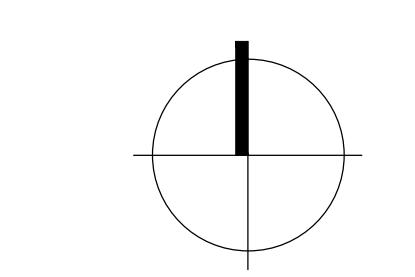
**LANDSCAPE REQUIREMENTS:**  
OPEN SPACE: OPEN SPACE MUST BE 25% OF THE GROSS AREA OF THE LOT.  
GROSS AREA OF LOT: 803,084 SF  
25% OF GROSS AREA = 200,771 SF  
OPEN SPACE PROVIDED = 234,120 SF (DETENTION BASIN SUBTRACTED OUT)

**TOTAL OPEN SPACE %: 29.1**  
**INTERIOR LANDSCAPING:**  
REQUIRED: 10% OF TOTAL PARKING AREA MUST BE LANDSCAPED AND IRRIGATED PERVIOUS OPEN SPACE.  
TOTAL PARKING AREA: 380,474 SF  
10% OF PARKING AREA = 38,047 SF  
PERVIOUS OPEN SPACE PROVIDED = 20,675 SF  
**TOTAL OPEN SPACE %: 5.4**

**BUILDING DATA:**  
TOTAL BUILDING FOOTPRINT AREA: 154,523 SF  
INCLUDES:  
WAREHOUSE MAIN LEVEL 149,667 SF  
ENCLOSED CANOPY 3,477 SF  
MECHANICAL ROOM 1,379 SF

**PARKING DATA:**  
① 10' WIDE STALLS 665 STALLS  
② ACCESSIBLE STALLS 16 STALLS  
TOTAL ON SITE PARKING: 681 STALLS  
③ ADJACENT OFF SITE CITY PARKING 80 STALLS  
TOTAL PARKING: 761 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 4.92 STALLS  
NOTES: EXISTING CONDITIONS TO BE FIELD VERIFIED.



0 25' 50' 100'  
1' = 50'-0"

**COSTCO**  
WHOLESALE  
LA VISTA, NE

**MULVANNY G2**  
1101 SECOND AVE | SUITE 100  
SEATTLE, WA | 98101  
t 206.962.6500 | f 206.962.6499

MG2.com

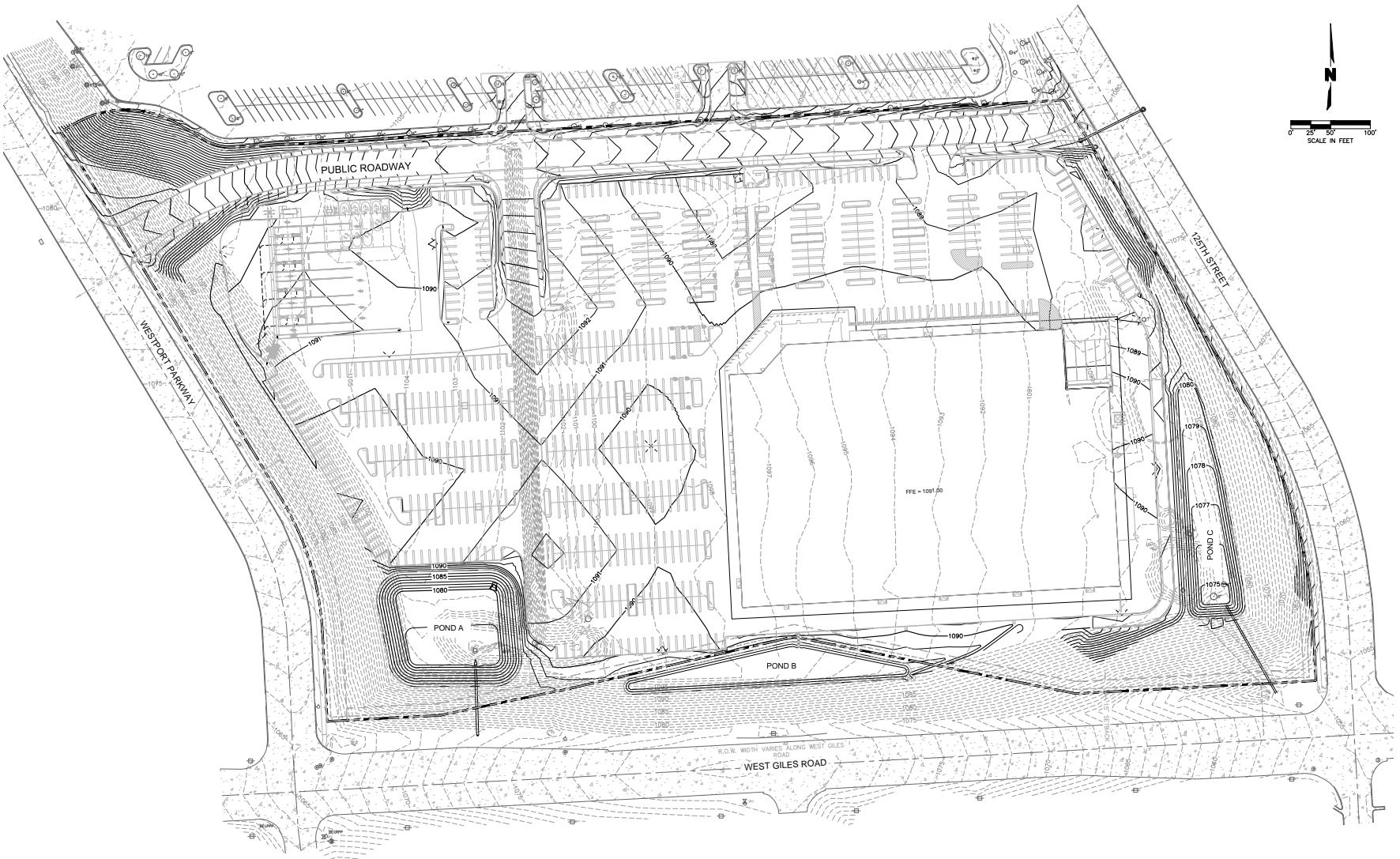
14-0082-01  
NOVEMBER 11, 2015

CONCEPT  
SITE PLAN

DD11-14

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**EXHIBIT "C"**  
**DEVELOPER GRADING WORK**



## LEGEND

— PROPOSED PROPERTY  
- - - 1090 - - - EXISTING CONTOUR  
— 1090 — PROPOSED CONTOUR

1090 PROPOSED CONTOUR

**MOLSSON**  
ASSOCIATES

EXHIBIT C

DEVELOPER GRADING WORK  
COSTCO WHOLESALE  
SUBDIVISION AGREEMENT

	<b>LAMICITA, MCDADDY</b> drawn by: _____ BFM checked by: _____ approved by: _____ QA/CC by: _____ project no.: 014-225 drawing no.: _____ date: _____
--	--

**EXHIBIT "D"**  
**RIGHT-OF-WAY DEDICATION DEPICTION**

**DRAFT**

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY**

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_ we \_\_\_\_\_, sole owner in fee simple, and \_\_\_\_\_ being the mortgage holders, of the irregular parcel of real estate described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"), hereby dedicate, transfer and convey said Property in fee simple to the CITY OF LA VISTA, a Nebraska municipal corporation, for public right-of-way and all attendant uses and purposes, including without limitation, public street and sidewalk paving, curbing, storm and sanitary sewers, sanitary sewer collection lines, trees, landscaping, lighting and all other infrastructure improvements constructed or installed thereon or therein from time to time, and all operation, maintenance, replacements and repairs thereof.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Return to:

Thomas G. McKeon  
200 Regency One  
10050 Regency Parkway  
Omaha, NE 68114

## ACKNOWLEDGEMENT OF NOTARY

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, a Notary, personally appeared \_\_\_\_\_, personally known to me to be the person whose name is subscribed to this **DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY** and \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she as his/her voluntary act and deed executed the same in his/her authorized capacity on behalf of \_\_\_\_\_, a \_\_\_\_\_.

WITNESS my hand and official seal.

---

## Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me, a Notary, personally appeared \_\_\_\_\_, personally known to me to be the person whose name is subscribed to this DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY and \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he/she as his/her voluntary act and deed executed the same in his/her authorized capacity on behalf of \_\_\_\_\_, a \_\_\_\_\_.

WITNESS my hand and official seal.

## Notary Public

**APPROVALS:** Above Dedication recommended for approval by:

City Engineer: \_\_\_\_\_ Date \_\_\_\_\_  
Public Works Director: \_\_\_\_\_ Date \_\_\_\_\_

## ACCEPTANCE

By signing below, I, on behalf of the City Council of the City of La Vista, Nebraska, hereby approve and accept the Dedication above.

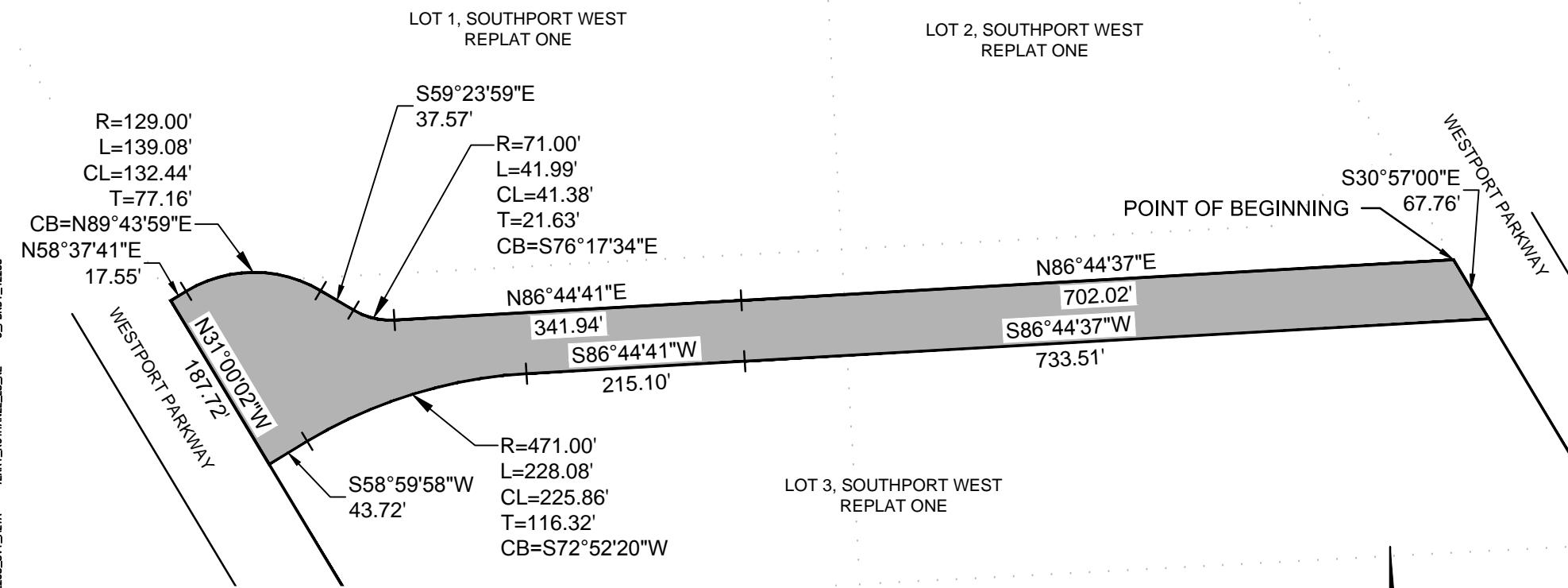
DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

# CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

**ATTEST:**

Pamela A. Buethe, City Clerk



### LEGAL DESCRIPTION

A RIGHT-OF-WAY DEDICATION IN LOT 3, SOUTHPORT WEST REPLAT ONE, LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHEASTERLY ON SAID WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON AN ASSUMED BEARING OF S30°57'00"E, 67.76 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S86°44'37"W, 733.51 FEET; THENCE S86°44'41"W, 215.10 FEET TO A POINT OF CURVATURE; THENCE ON A 471.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 228.08 FEET (LONG CHORD BEARS S72°52'20"W, 225.86 FEET); THENCE S58°59'58"W, 43.72 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID WESTPORT PARKWAY; THENCE N31°00'02"W, ON SAID EAST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, 187.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE ON THE NORTH LINE OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES; (1) N58°37'41"E, 17.55 FEET TO A POINT OF CURVATURE; (2) THENCE ON A 129.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 139.08 FEET (LONG CHORD BEARS N89°43'59"E, 132.44 FEET); (3) THENCE S59°23'59"E, 37.57 FEET TO A POINT OF CURVATURE; (4) THENCE ON A 71.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 41.99 FEET (LONG CHORD BEARS S76°17'34"E, 41.38 FEET); (5) THENCE N86°44'41"E, 341.94 FEET; (6) THENCE N86°44'37"E, 702.02 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 90,167.97 SQ. FT. OR 2.07 ACRES MORE OR LESS.

0' 75' 150' 300'  
SCALE IN FEET

PROJECT NO:	014-2258
DRAWN BY:	DSH
DATE:	11/10/15

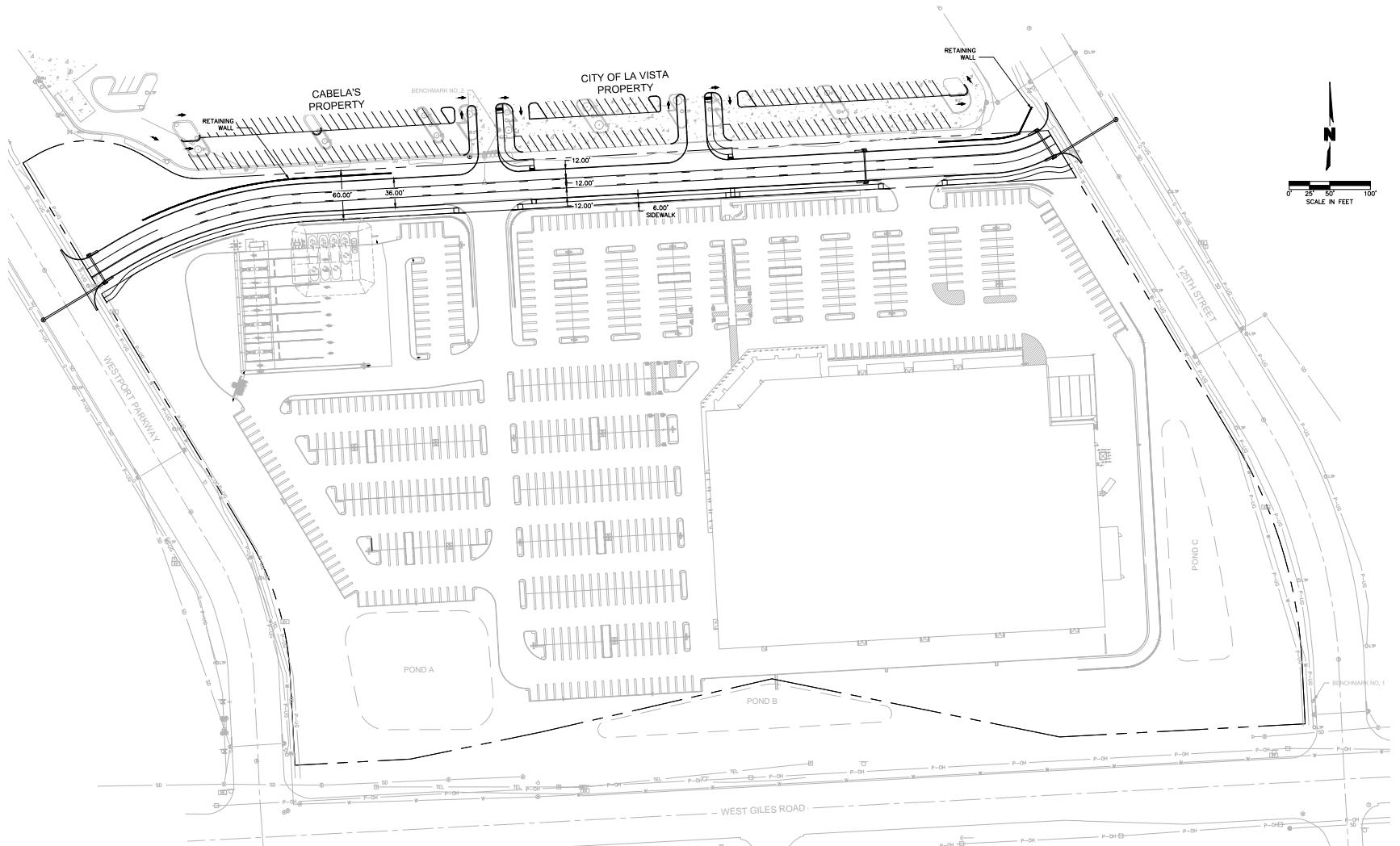
### RIGHT-OF-WAY DEDICATION



2111 South 67th Street, Suite 200  
 Omaha, NE 68106  
 TEL 402.341.1116  
 FAX 402.341.5895

EXHIBIT  
A

**EXHIBIT "E"**  
**CITY CONNECTOR STREET IMPROVEMENTS**



CITY CONNECTOR  
STREET IMPROVEMENTS  
COSTCO/WHOLESALE  
SUBDIVISION AGREEMENT

drawn by \_\_\_\_\_  
checked by \_\_\_\_\_  
QA/QC by \_\_\_\_\_  
project no. \_\_\_\_\_  
date \_\_\_\_\_  
SHEET EXHIBIT E

EXHIBIT E

REVISIONS

REV. NO. DATE

REVISIONS DESCRIPTION

2015

REVISIONS

OLSSON  
ASSOCIATES  
777 South 48th Street, Suite 200  
Omaha, Nebraska 68102-3110  
Phone: 402.541.9816  
Fax: 402.541.9816  
www.olsonassociates.com

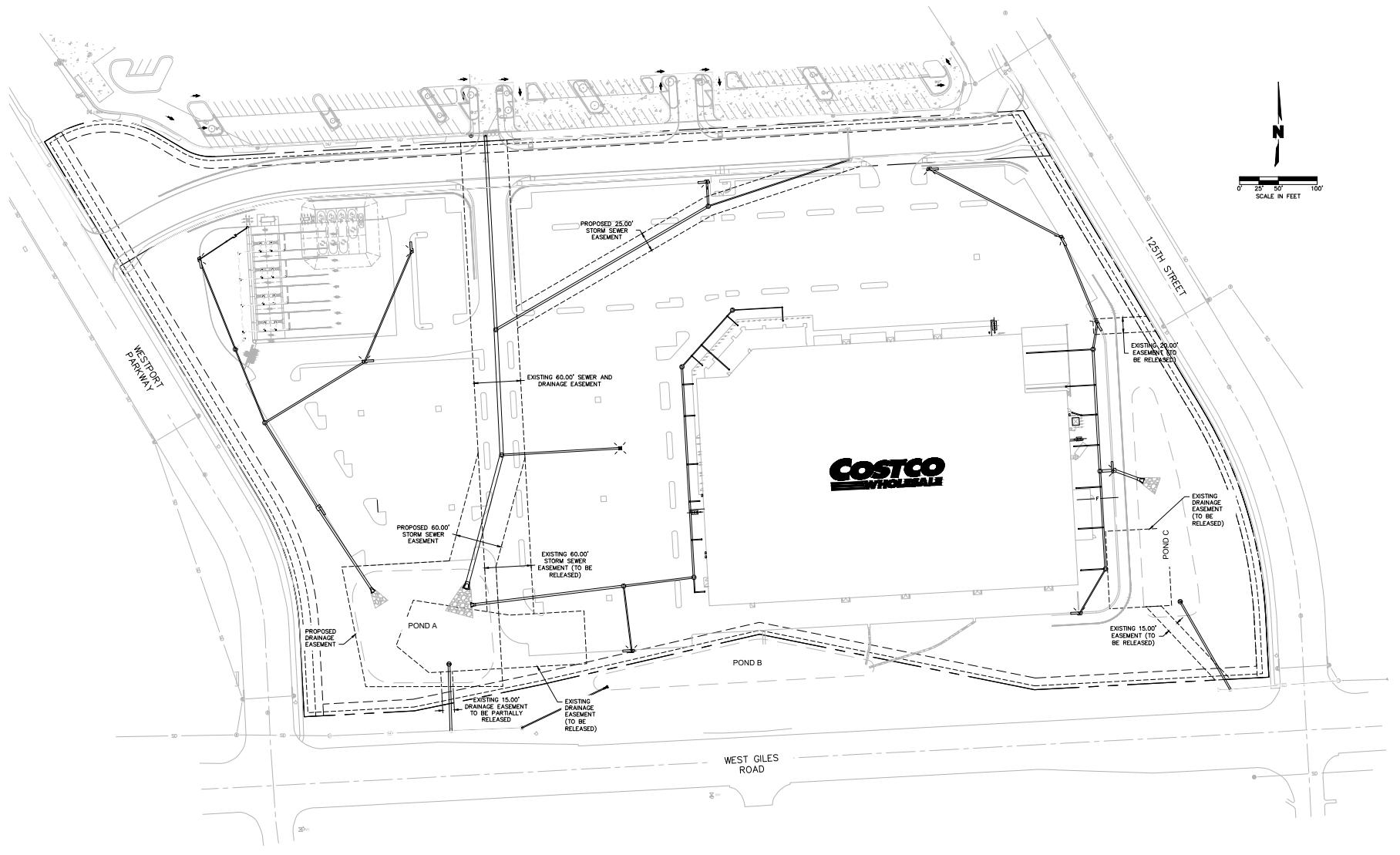
**EXHIBIT "F"**  
**STORM SEWER SYSTEM**



**EXHIBIT "G"**  
**SANITARY SEWER SYSTEM**



**EXHIBIT “H”  
EASEMENTS**



© Molsson

**EXHIBIT H**

## **DETENTION AND STORM SEWER EASEMENT AGREEMENT**

This **DETENTION AND STORM SEWER EASEMENT AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“Costco”) and the **CITY OF LA VISTA, NEBRASKA**, a Nebraska municipal corporation (the “City”). Costco and the City may be referred to herein individually as a “Party” and collectively as “Parties”.

### **WITNESSETH**

**WHEREAS**, Costco is the legal owner of a certain parcel of real property located in the City of La Vista, State of Nebraska, legally described and depicted in the attached **Exhibit A** (the “Costco Parcel”);

**WHEREAS**, the City is the legal owner of certain public right-of-way located adjacent to the southern boundary of the Costco Parcel located in the City of La Vista, State of Nebraska, depicted in the attached **Exhibit B** (the “West Giles Road Parcel”);

**WHEREAS**, a strip of land along the northern boundary of the Costco Parcel as depicted on **Exhibit C** attached hereto (the “Right-of-Way Parcel”) has been dedicated to, and such dedication accepted by, the City; and

**WHEREAS**, in connection with the City’s improvement and use of the Right-of-Way Parcel and Costco’s development and use of the Costco Parcel, (i) Costco has agreed to grant easements to convey and accommodate stormwater run-off across a limited portion of the Costco Parcel for purposes of accommodating stormwater run-off from the Right-of-Way Parcel and certain other benefited parcels, and (ii) the City has agreed to permit Costco to construct, install, operate, maintain, replace and repair a mitigation pond and related improvements on said portion of the West Giles Road Parcel to accommodate stormwater run-off from a portion of the Costco Parcel, upon the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Grant of Storm Sewer Conveyance and Detention Easement**. Costco hereby grants and conveys to the City, a perpetual, non-exclusive easement for the limited purpose of accommodating stormwater run-off from the Right-of-Way Parcel, and accommodating stormwater run-off from other properties that as of the date of this Agreement benefit from the existing 60 foot drainage easement shown on Exhibit \_\_\_\_ (“Other Benefited Properties”), through and into a portion of the existing or hereinafter constructed public storm sewer lines, storm water basin, and related appurtenances on the Costco Parcel depicted in the attached **Exhibit A** (collectively the “Costco Drainage Facilities”). The easement shall solely be for the benefit of the Right-of-Way Parcel and Other Benefited Properties and no additional runoff shall be discharged by the City into the Costco Drainage Facilities unless otherwise agreed by Costco in writing.)

2. **Grant of Mitigation Pond Rights.** The City hereby agrees that Costco may, construct, install, operate, maintain, replace and repair a mitigation pond on the West Giles Road Parcel as depicted in Exhibit A\_to accommodate stormwater run-off from a portion of the Costco Parcel and to construct, install, operate, maintain, replace and repair such storm sewer lines and related appurtenances on the West Giles Road Parcel as depicted in Exhibit A to transmit stormwater run-off from the Costco Parcel to said mitigation pond (collectively the “**West Giles Road Drainage Facilities**”). Use of the West Giles Road Parcel as described in this Section is provided “as is.” The Parties agree that the West Giles Road Drainage Facilities are of public benefit in that they constitute part of a storm water management system that collectively provides storm water detention in excess of current City development regulations and reduces downstream drainage impact from development on both the Costco Parcel and the Right-of-Way Parcel. The rights granted by this Section 2 are nonexclusive and, except as otherwise agreed by the City in writing, shall solely be for drainage of the Costco Parcel and Right-of-Way Parcel and shall not be used for drainage of any other property currently or later acquired by Costco or any other private party. Costco will be responsible for determining whether or not the West Giles Road Parcel is suitable for the intended purposes and uses described in this Agreement, and at its cost agrees to design, construct, install, maintain, replace and repair the West Giles Road Drainage Facilities. Any modification of any West Giles Road Drainage Facilities shall be subject to prior written approval of the City Engineer.

3. **Maintenance, Repair and Replacement of the Drainage Facilities.** Costco shall be responsible, at its sole cost and expense, for all maintenance, repair and replacement of the Costco Drainage Facilities and West Giles Road Drainage Facilities, including any and all costs and expenses associated therewith. The Costco Drainage Facilities and West Giles Road Drainage Facilities shall be maintained in good, neat, clean and operating condition and repair. The City Engineer shall have right of entry and access for purposes of inspection of the Costco Drainage Facilities and West Giles Road Drainage Facilities. In the event the City Engineer determines any defects exist, the City may at its sole option and without obligation to do so decide to undertake correction at Costco’s cost; provided, however, Costco first shall be provided written notice and an opportunity to cure any defects.

4. **Right of Access.** The City hereby grants and conveys to Costco and Costco’s agents, contractors, subcontractors, employees, representatives, invitees and guests a right of access over, across and through such portions of the West Giles Road Parcel from time to time as are reasonably necessary to exercise the rights granted to Costco by this Agreement. Costco hereby grants and conveys to the City and City’s agents, contractors, subcontractors, employees, representatives, invitees and guests a right of access over, across and through such portions of the Costco Parcel from time to time as are reasonably necessary to exercise the rights granted to the City by this Agreement. A party exercising a right of access under this Section 4 will provide advance notice to the other party and minimize interference and disruption to the other party, its operations and facilities.

5. **Reservation of Rights.** Costco reserves the right to reconfigure and redevelop the Costco Parcel, including but not limited to the Costco Drainage Facilities, in any lawful manner, provided that Costco at its cost provides storm drainage facilities sufficient to accommodate

stormwater run-off from the Right-of-Way Parcel. The City reserves the right to reconfigure and redevelop the Right-of-Way Parcel or West Giles Road in any lawful manner, including without limitation the West Giles Road Drainage Facilities provided the City at its cost provides land for or otherwise accommodates drainage facilities or stormwater run-off at least equal to the West Giles Road Drainage Facilities. The City will provide Costco advance notice of any work that will affect the West Giles Road Drainage Facilities. Costco will be responsible for any cost of repairing, modifying, replacing or restoring any West Giles Road Drainage Facilities. Costco, at the option of the City upon termination of the use permitted by this Agreement, will return the West Giles Road Parcel to the condition it would be in had the West Giles Road Drainage Facilities never existed.

6. **General Provisions.**

a. **Binding Effect.** All of the limitations, covenants, conditions, easements, and restrictions contained herein, except for rights provided in Section 2, shall be attached to and run with the land, and shall, except as otherwise set forth herein, be binding upon the successors and assigns of the respective Parties.

b. **Modification.** Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.

c. **Severability.** In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

d. **Governing Law.** This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Nebraska. Venue of any action relating to this Agreement shall lie in Sarpy County, Nebraska.

e. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one Agreement.

f. **Not a Public Dedication.** Except as otherwise expressly provided in this Agreement, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Costco Parcel, the Costco Drainage Facilities or the West Giles Road Drainage Facilities to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

g. **Incorporation by Reference.** Recitals at the beginning of this Agreement, and exhibits referred to in this Agreement, are incorporated into this Agreement by reference.

h. **Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other party.

i. **Entire Agreement**. This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.

(There also need to be releases prepared for existing drainage easements on previous detention basin locations that are being revised or modified)

*[signature pages follow]*

*[SIGNATURE PAGE TO DETENTION AND  
STORM SEWER EASEMENT AGREEMENT]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement, intending to be legally bound, as of the day and year first written above.

**COSTCO:**

COSTCO WHOLESALE CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF WASHINGTON**      )  
                                    )  
                                    )  
**COUNTY OF KING**            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument as the \_\_\_\_\_ of Costco Wholesale Corporation, a Washington corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal affixed on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
My appointment expires \_\_\_\_\_

*[signatures continue on following page]*

*[SIGNATURE PAGE TO DETENTION AND  
STORM SEWER EASEMENT AGREEMENT]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement, intending to be legally bound, as of the day and year first written above.

**CITY:**

THE CITY OF LA VISTA,  
a Nebraska municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF NEBRASKA**                    )  
    )SS  
**COUNTY OF SARPY**                    )

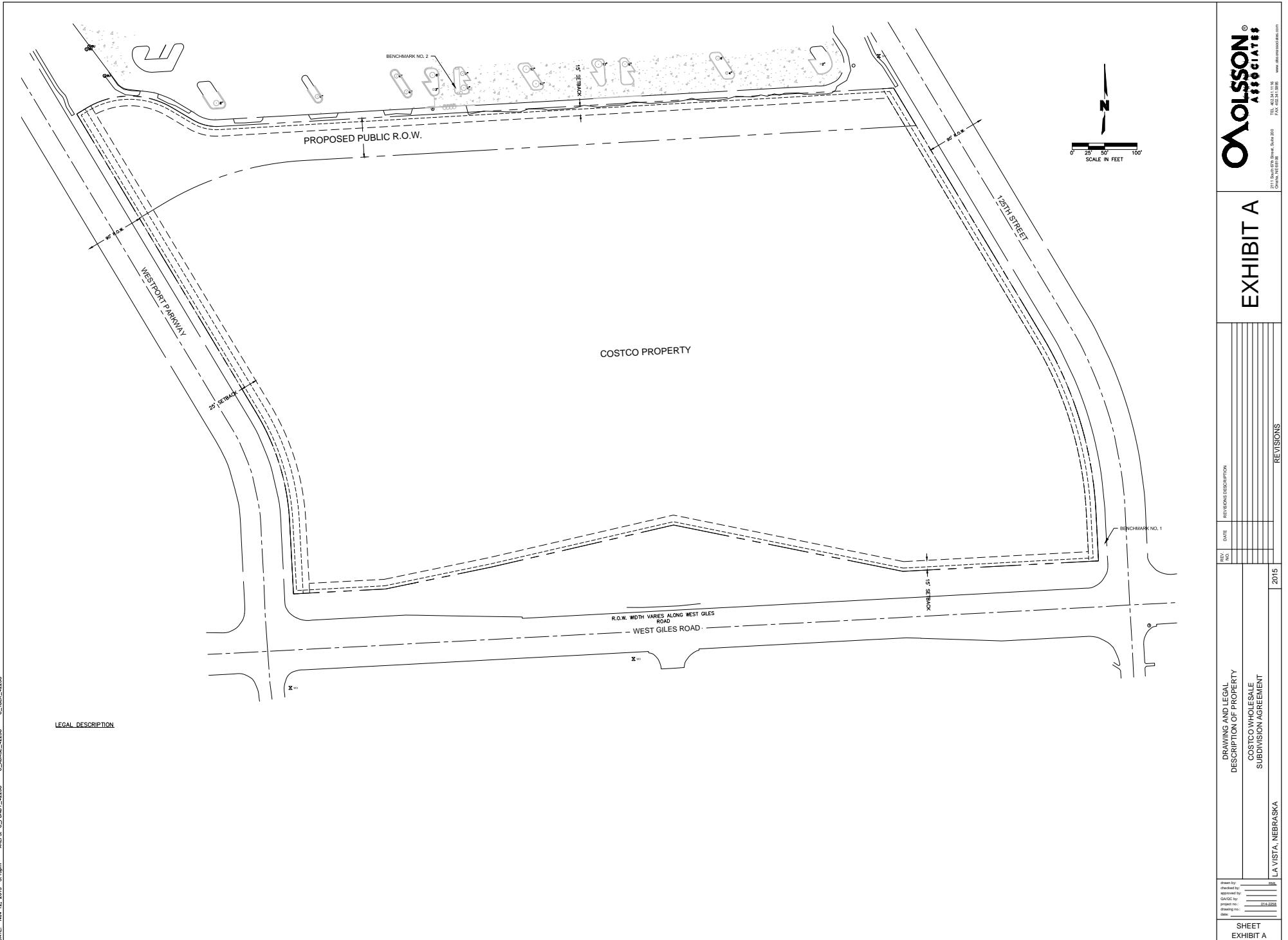
I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument as the \_\_\_\_\_ of the City of La Vista, a Nebraska municipal corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal affixed on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for the  
State of Nebraska  
My appointment expires \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION OF COSTCO PARCEL AND EASEMENTS**



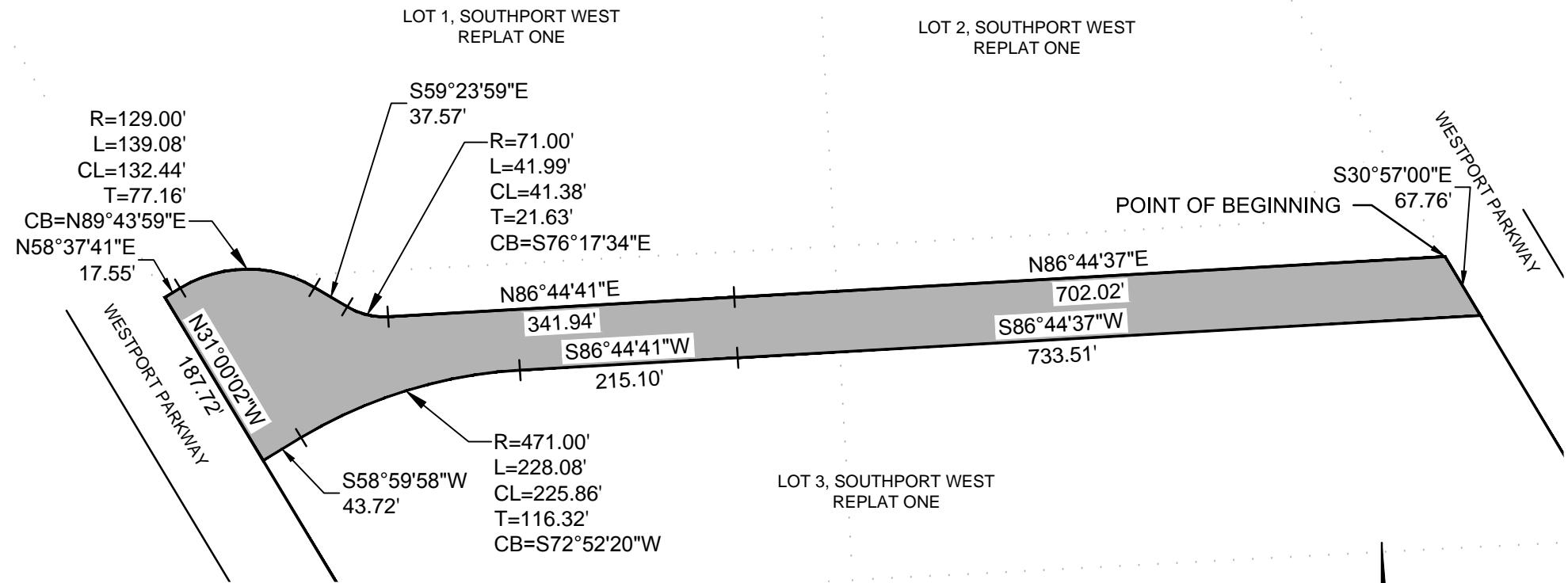
**EXHIBIT B**

**DEPICTION OF WEST GILES ROAD PARCEL**



**EXHIBIT C**

**DEPICTION OF RIGHT-OF-WAY PARCEL**



## LEGAL DESCRIPTION

A RIGHT-OF-WAY DEDICATION IN LOT 3, SOUTHPORT WEST REPLAT ONE, LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHEASTERLY ON SAID WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON AN ASSUMED BEARING OF S30°57'00"E, 67.76 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S86°44'37"W, 733.51 FEET; THENCE S86°44'41"W, 215.10 FEET TO A POINT OF CURVATURE; THENCE ON A 471.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 228.08 FEET (LONG CHORD BEARS S72°52'20"W, 225.86 FEET); THENCE S58°59'58"W, 43.72 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID WESTPORT PARKWAY; THENCE N31°00'02"W, ON SAID EAST RIGHT-OF-WAY LINE OF WESPORT PARKWAY, 187.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE ON THE NORTH LINE OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES: (1) N58°37'41"E, 17.55 FEET TO A POINT OF CURVATURE; (2) THENCE ON A 129.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 139.08 FEET (LONG CHORD BEARS N89°43'59"E, 132.44 FEET); (3) THENCE S59°23'59"E, 37.57 FEET TO A POINT OF CURVATURE; (4) THENCE ON A 71.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 41.99 FEET (LONG CHORD BEARS S76°17'34"E, 41.38 FEET); (5) THENCE N86°44'41"E, 341.94 FEET; (6) THENCE N86°44'37"E, 702.02 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 90,167.97 SQ. FT. OR 2.07 ACRES MORE OR LESS.

A horizontal scale bar with a black end and a white center. Below it is a scale line with tick marks at 0', 75', 150', and 300'. The text "SCALE IN FEET" is centered below the scale line.

PROJECT NO: 014-2258

DRAWN BY: DSH

DATE: 11/10/15

## RIGHT-OF-WAY DEDICATION

**OLSSON  
ASSOCIATES**

2111 South 67th Street, Suite 200  
Omaha, NE 68106  
TEL 402.341.1116  
FAX 402.341.5895

**EXHIBIT**

C

**EXHIBIT "I"**  
**POST-CONSTRUCTION STORM WATER MANAGEMENT PLAN**



**EXHIBIT "J"**

**POST-CONSTRUCTION STORM WATER EASEMENT AND**

**MAINTENANCE AGREEMENT**

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

LAV-20151013-3254-P

**WHEREAS**, Costco Wholesale Corporation, (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at 8250 S. 125<sup>th</sup> St. in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, as described here on Exhibit "C" and,

**WHEREAS**, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of

City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Costco Wholesale

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

## ACKNOWLEDGMENT

\_\_\_\_\_  
State \_\_\_\_\_)

\_\_\_\_\_  
County \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public, in  
and for said County, personally came the above named:

\_\_\_\_\_,  
\_\_\_\_\_, of \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are)  
affixed to the above instrument and acknowledged the instrument to be his, her (their)  
voluntary act and deed for the purpose therein stated.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal

## **Exhibit “A”**

### **PROJECT INFORMATION**

Legal Description:

Lot 3, Southport West Replat One

Property Address:

8250 South 125<sup>th</sup> Street, La Vista, NE 68114

Subdivision Name:

Southport West

Section: NE ½ S18 – T14N – R12E

### **APPLICANT INFORMATION**

	Lot 3, Southport West Replat One	
Owner / Business Name	Costco Wholesale	
Business Address		
Representative's Name		
Representative's Email Address		
Representative's Phone Number		
Representative's Fax Number		

## Exhibit “B”

### Name & Location

Project Name: Costco La Vista  
Address: 8250 S. 125<sup>th</sup> St., La Vista, NE  
PCWP Project Number: LAV-20150903-3254-GP1  
PCSMP Project Number: LAV-20151013-3254-P

### Site Data

Total Site Area: 52.66 Acres  
Total Disturbed Area: 32.20 Acres  
Total Undisturbed Area: 20.46 Acres  
Impervious Area Before Construction: 0%  
Impervious Area After Construction: 30%

### BMP Information

BMP ID	TYPE OF BMP	Northing/Easting
Pond A	Extended Dry Detention Basin	N: 513641.64 E: 2711659.64
Pond C	Extended Dry Detention Basin	N: 513801.59 E: 2712527.23

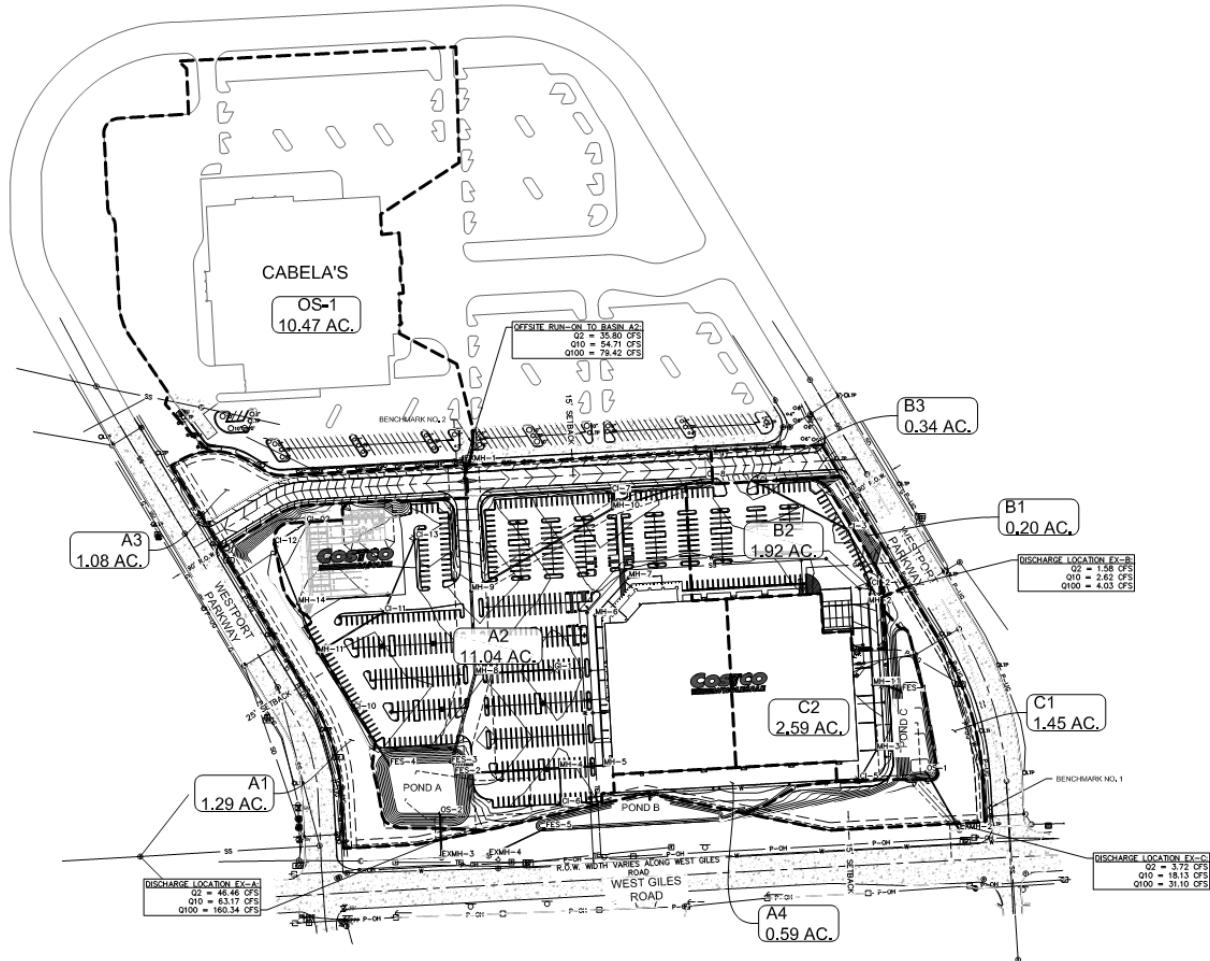
### Routine Maintenance and Tasks Schedule

#### Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

## Exhibit "C"



ITEM C

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING THE COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the compensation ordinance to correctly reflect the change to Section 14 F (Page 4).

**FISCAL IMPACT**

The FY 16 budget includes funding for the reimbursements.

**RECOMMENDATION**

Approval

**BACKGROUND**

The reimbursement for Public Works Employees who are required to wear protective footwear was changed from \$120 to \$150 two years ago and approved as part of the budget process. The compensation ordinance did not get changed at that time.

ORDINANCE NO. 1262

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; 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. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$4,320.00 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$10,800.00 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. City Administrator/Dir. Community Services	215
City Clerk	205
City Engineer/Asst. Public Works Director	210
Community Development Director	205
Director of Administrative Services	215
Finance Director	205
Fire Chief	190
Library Director	205
Police Chief/Director of Public Safety	215
Director of Public Works	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. to City Administrator	180
Asst. Golf Superintendent	140
Asst. Recreation Director	175
Building Superintendent	180
Chief Building Official	175
Community Relations Coordinator	175
Golf Course Services Manager	165
Golf Course Superintendent	175
Human Resources Generalist	165
Human Resources Manager	180
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	190
Police Records Manager/Office Manager	165
Program Coordinator	160
Street Superintendent	180

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100 and Table 400, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accounting Clerk	130
Administrative Assistant	130
Mechanic	140
Building Inspector I	140
Building Inspector II	160
Code Enforcement Officer	141
Executive Assistant	140
Building Technician	160
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	130
Maintenance Worker II	140
Park Foreman	165
Permit Technician	125
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Secretary II	125
Secretary/Receptionist	120
Sewer Foreman	165
Street Foreman	165
Shop Foreman	165

Section 7. Part-Time and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	
Accountant	165
Assistant Pool Manager	100
Circulation Clerk I	100
Circulation Clerk II	115
Custodian	105
Evidence Technician	130
Clerical Assistant	115
Intern/Special Projects	115
Lifeguard	100
Pool Manager	110
Recreation Supervisor	100
Seasonal GC Clubhouse & Grounds	100
Seasonal PW All Divisions 1-5 Years	100
Seasonal PW All Divisions 5+ Years	110
Shop Assistant	100
Special Services Bus Driver	110
Temporary/PT Professional (PW)	160

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council:

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 21 of this Ordinance. The base factor for fiscal year 2016 shall be set at two and one-half percent (2.5%).

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90%

of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

**Section 10. Engineers.** Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

**Section 11. Longevity Pay.** Employees of the City in the positions set forth in Section 3 and Table 400 of this Ordinance shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Table 400 of this Ordinance, rounded to the nearest whole cent:

Length of Service	Allowance Per Hour
Over 7 Years	2.00% (or .02)
Over 10 Years	2.75% (or .0275)
Over 15 Years	4.00% (or .04)
Over 20 Years	4.50% (or .0450)

**Section 12. Health, Dental Life and Long Term Disability Insurance.** Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

**Section 13. Establishment of Shifts.** The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

**Section 14. Special Provisions.**

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2014 through September 30, 2018," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.

Section 15. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 16. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 17. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 18. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 19. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 20. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 21. Wage Tables.

**Table 100**  
**Salaried Exempt Employees**  
**Hourly Non-Exempt Employees**

Range			Minimum	Maximum	Range			Minimum	Maximum
100	Hourly	9.27	12.04		141	Hourly	16.42	21.50	
	Monthly	1,607	2,087			Monthly	2,846	3,727	
	Annual	19,282	25,043			Annual	34,154	44,720	
105	Hourly	10.99	14.50		145	Hourly	16.88	21.92	
	Monthly	1,905	2,513			Monthly	2,926	3,799	
	Annual	22,859	30,160			Annual	35,110	45,594	
110	Hourly	11.38	14.78		150	Hourly	17.73	23.03	
	Monthly	1,973	2,562			Monthly	3,073	3,992	
	Annual	23,670	30,742			Annual	36,878	47,902	
115	Hourly	12.24	15.90		160	Hourly	19.45	25.26	
	Monthly	2,122	2,756			Monthly	3,371	4,378	
	Annual	25,459	33,072			Annual	40,456	52,541	
120	Hourly	13.16	17.09		165	Hourly	20.72	26.91	
	Monthly	2,281	2,962			Monthly	3,591	4,664	
	Annual	27,373	35,547			Annual	43,098	55,973	
125	Hourly	14.16	18.39		175	Hourly	24.42	31.71	
	Monthly	2,454	3,188			Monthly	4,233	5,496	
	Annual	29,453	38,251			Annual	50,794	65,957	
130	Hourly	14.65	19.02		180	Hourly	27.06	35.15	
	Monthly	2,539	3,297			Monthly	4,690	6,093	
	Annual	30,472	39,562			Annual	56,285	73,112	
140	Hourly	16.03	20.81		190	Hourly	33.44	43.44	
	Monthly	2,779	3,607			Monthly	5,796	7,530	
	Annual	33,342	43,285			Annual	69,555	90,355	

**Table 200**  
**Management Exempt Employees**

Range		Minimum	Maximum
200	Hourly	34.21	43.65
	Monthly	5,930	7,566
	Annual	71,157	90,792
205	Hourly	35.53	45.35
	Monthly	6,159	7,861
	Annual	73,902	94,328
210	Hourly	37.81	48.14
	Monthly	6,554	8,344
	Annual	78,645	100,131
215	Hourly	41.14	52.50
	Monthly	7,131	9,100
	Annual	85,571	109,200

**Table 400**  
**Classification: FOP Collective Bargaining**  
**Hourly Non-Exempt**

Range		A	B	C	D	E	F
426	Hrly				35.00	36.46	38.77
					6,067	6,320	6,720
					72,800	75,837	80,642
423	Hrly	22.95	24.50	26.92	28.50	31.10	32.72
		3,978	4,247	4,666	4,940	5,391	5,671
		47,736	50,960	55,994	59,280	64,688	68,058

Section 22. Repeal of Ordinance No. 1235. Ordinance No. 1235-1262 originally passed and approved on the 2nd-1st day of December 2014-September 2015 is hereby repealed.

Section 23. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 24. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 1ST-17TH DAY OF SEPTEMBER-NOVEMBER, 2015.

CITY OF LA VISTA

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

ATTEST:

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

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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THOMPSON CREEK WATERSHED RESTORATION-STORM WATER PUBLIC EDUCATION & OUTREACH-CONSULTANT SERVICES AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to sign an Agreement with the Upstream Weeds (Chris Madden-Principal) for preparation of informational materials, arranging and conducting various public outreach events as well as continuing the annual bio blitz activity that was initiated as part of the Thompson Creek project.

**FISCAL IMPACT**

The funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant. The agreement has a not-to-exceed total cost of \$40,000 with this being split \$20,000 to La Vista and \$20,000 to Papillion.

**RECOMMENDATION**

Approval subject to the City of Papillion also approving this Agreement.

**BACKGROUND**

In January of 2014 the City entered into an agreement with UNO to provide services to arrange and conduct a bio-blitz for the Thompson Creek Watershed Restoration project. Chris Madden provided the majority of the services under the UNO agreement. A second agreement was entered into in October of 2014 with Chris Madden through his firm, Upstream Weeds, at a cost of \$33,100 for the 2015 Bio Blitz and related activities. Public education and outreach efforts are an ongoing element of the Thompson Creek Watershed Management Plan in addition to the NPDES MS4 permit requirements. Discussions have been held with representatives of the City of Papillion Public Works Department and they have recommended approval of this agreement to their City Council as well.

In order to reach a broader audience, provide a wider variety of informative events and to reduce the costs of the consultant services, the City is partnering with the City of Papillion in this agreement. The agreement provides for each City to be responsible for 50 percent of the consultant services. The public education and outreach efforts also meet some of the obligations that an MS4 community has in complying with the conditions of its NPDES permit for public storm sewer discharges.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHRIS MADDEN OF UPSTREAM WEEDS FOR THE ANNUAL THOMPSON CREEK BIO BLITZ EVENT MANAGEMENT SERVICES FOR PUBLIC OUTREACH AND EDUCATION FOR THE THOMPSON CREEK WATERSHED MANAGEMENT PROJECT.

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

WHEREAS, the funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant and/or the Nebraska Environmental Trust Grant; and

WHEREAS, the agreement has a not-to-exceed cost of \$40,000 with this being split equally to La Vista and Papillion;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Agreement with Chris Madden of Upstream Weeds for the annual Thompson Creek Bio Blitz event management services for public outreach and education for the Thompson Creek Watershed Management Project.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CONTRACT FOR CONSULTANT SERVICES**  
**PAPILLION-LA VISTA STORM WATER MANAGEMENT**  
**2016 PUBLIC EDUCATION & OUTREACH**

This Contract for consultant services is entered into as of \_\_\_\_\_, 2015, by and between Upstream Weeds (Chris Madden-Principal) (hereinafter called CONSULTANT), and the City of La Vista, Nebraska (hereinafter called LA VISTA) and the City of Papillion, Nebraska (hereinafter called PAPILLION). It is understood by the parties to this agreement that the consultant services described herein will be performed by Upstream Weeds.

**Section I: CONSULTANT Duties – CONSULTANT shall provide the following services:**

In order to address the public education and outreach obligations of La Vista and Papillion under their respective MS4 storm water discharge permits, La Vista and Papillion are partnering to engage the services of the CONSULTANT to include the following:

1. Creation of an online and social media presence:
  - a. Dependent and/or Independent Webpage creation for validation and promotion of PAPILLION and LA VISTA storm water management efforts, and information and data dissemination
  - b. Social media pages, postings, and sharing links- these also serve for dissemination of photos, text, and promotional information
    - i. Facebook, G+, Twitter
    - ii. Website integrations and promotions
2. Public Promotion, Engagement, & Involvement platforms
  - a. Bio Blitz Public Event Hosting (location to be determined). Activities shall include the following:
    - i. Development and coordination, management and supervision
    - ii. Photo documentation of event
    - iii. Professional and organizational outreach and networking
    - iv. Develop booths for this initiative in addition to exploration station
    - v. Develop tour/presentation
    - vi. Promotion & publicity & marketing - including press releases & write-ups, and social media management & online outlets
    - vii. Staffing & volunteers for event and promotion
    - viii. Exhibitor arrangements and coordination

- ix. Tables and chairs
- x. Facilitating printing and design of promotional materials such as fliers, brochures, other literature and posters
- xi. Facilitate the t-shirt and other cost sharing arrangements with external partners such as University of Nebraska, Nebraskans for Civic Reform, and so on.
- xii. Payment of stipends and other “day-of” costs
- b. Informational Signage/Learning Station initiative continuation and expansion
- c. Exploration & Investigation Station (Backyard Biology & Urban Ecology – Family/All-Ages Focus)
  - i. Non-site specific Expo and Demo booth
  - ii. Site-specific Outdoor exploration facilitation
- d. Do-It-Yourself Backyard Stewardship (targeted local property owners & families)
  - i. Rain Barrel & downspout initiatives
  - ii. Raingarden and sustainable landscaping & horticulture promotion
  - iii. Sharing information about other related urban sustainability programs available to residents and homeowners
- e. Citizen Science initiatives
  - i. [i]Scientist, our 24/7/365 online Blitz Program sponsored by UW, UNL, and National Geographic - (examples: <http://www.inaturalist.org/projects/la-vista-bio-blitz-thompson-creek> & <http://www.inaturalist.org/projects/glacier-creek-prairie-preserve-bio-blitz>)
  - ii. CrowdHydrology sponsored by USGS and University of Buffalo
    - 1. Standard stations (  
<http://crowdhydrology.geology.buffalo.edu/CrowdHydrology/Home.html> )
    - 2. [A]<sup>X</sup> Initiative- UW’s primary STE+[a]M (Science technology engineering math, plus art) project turning fully functional, scientific gauging stations into (temporary, 3-5 years) public display art exhibits designed by local artist
  - iii. SplashMob - a network of already existing, and to-be-expanded, trained Citizen Scientists from throughout the Omaha Metro area able to perform TIER 1, watershed baseline data assessments and monitoring; independently organized and managed by Upstream Weeds
  - iv. Exploration of other, potentially useful, projects and ideas for Papillion and La Vista
- f. Host up to 4 Presentations and/or Tours in each City to those interested, promoting and publicizing the Papillion and La Vista initiatives, platforms and programming. These include, but are not limited to the following:
  - i. Community-based organizations and neighborhood associations
  - ii. Non-profits and “after-school” programs
  - iii. Scouting organizations
  - iv. Civic groups and associations

- v. City of La Vista events and open houses
- vi. City of Papillion events and open houses
- g. Explore, initiate, and implement strategies and activities to address the City of Papillion's MS4 Program Audit's recommendations, not already addressed by other contracted activities here within.
  - i. MCM 1 - Education/Outreach
  - ii. MCM 2 – Participation/Involvements
- h. Documentation & Reporting
  - i. 2 Quarterly Summary Reports, including the following:
  - ii. 1 Mid-Contract Summary Report, Review and Prospectus
  - iii. 1 Comprehensive Final Contract Report covering all aspects of interest to both Papillion and La Vista

**Section II: PAPILLION & LA VISTA Duties – PAPILLION AND LA VISTA** and related parties will provide assistance to the project as needed to complete the tasks indicated above including, but not limited to:

- Furnish, erect and remove large tent, or provide a pavillion for expo-style booths at the Bio Blitz event
- Provide publicity via the Cities' websites and other media outlets and publications
- Provide access to creeks and stream for tours and engagement activities
- Provide City(s)-specific and project(s)-specific related materials, information, and promotion as needed
- Provide for the production of signage, promotional fliers, brochures, and other literature as needed for the above activities
- Token participation in cost-sharing ventures with external partners for items such as volunteer t-shirts and lunches
- Give-away items for public events and interactions

**Section III: Property Rights and Information Disclosure**

1. Confidential Information – CONSULTANT shall freely disclose to PAPILLION and LA VISTA all information, data and results obtained from work performed under this Contract. PAPILLION and LA VISTA are free to use such information for their own internal purposes or to disclose such information to third parties. Provided, however; the work performed pursuant to this Contract requires disclosure of information which any party hereto considers as proprietary and confidential, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.
2. Rights In Data – Progress reports may be prepared at agreed upon periods detailing the results of the project to date. These reports will become the property of PAPILLION and/or LA VISTA and will not be distributed by the CONSULTANT without written approval.

#### **Section IV: Independent Contractor Statement**

CONSULTANT and anyone that CONSULTANT hires for assistance are not and shall not be considered employees of PAPILLION or LA VISTA. CONSULTANT shall be and remain an independent contractor and nothing contained in the Contract shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by CONSULTANT at any time on request of PAPILLION or LA VISTA for incompetence, neglect of duty, or misconduct. PAPILLION and LA VISTA shall have no other control over the employment, compensation or discharge of CONSULTANT's employees or agents.

#### **Section V: Insurance**

The CONSULTANT shall purchase and maintain insurance as will protect CONSULTANT from claims set forth below which may arise out of or result from the CONSULTANT's execution of the services, whether such execution be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT or CONSULTANT's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other CONSULTANT or CONSULTANT's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT.
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

#### **Section VI: Indemnification**

Each party agrees that is will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, and employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Contract, and for any loss, cost, or damage caused thereby during the performance of this Contract.

## **Section VII: Term of Contract and Termination**

Unless sooner terminated as provided below, this Contract commences on November 1<sup>st</sup>, 2015, and ends on November 1<sup>st</sup>, 2016, unless extended by mutual agreement of all parties.

## **Section VIII: Payment of Services**

In consideration of the foregoing, PAPILLION AND LA VISTA will reimburse CONSULTANT for all direct costs incurred in the performance of this Agreement, which shall not exceed the total estimated project cost \$40,000 without written authorization from PAPILLION AND LA VISTA. The project budget is as follows:

1. Upstream Weeds' Consultation fees; including all wages, salaries, benefits, and administration for a minimum of 80 hours per month to a maximum of 120 hours per month, at a billed rate \$25 per hour, for a minimum of 960 hours to a maximum of 1440 for the entire term of the contract; are not to exceed \$36,000. This cost-estimate reflects a 50% cost-share of the standard Upstream Weeds rate of \$50 per hour, provided to PAPILLION and LA VISTA by Upstream Weeds.
  - a. Chris Madden, approximately 20-30 hours per week, 80 – 120 hours per month
  - b. Collegiate Intern, approximately 5 hours per week when available
  - c. High School Intern, approximately 5 hours per week when available
2. Internal Upstream Weeds, direct contract-specific, project materials – \$4,000 max
  - a. Portable Tables and chairs, and other "day-of-event" expenses for Bio Blitz event
  - b. Participant& professional stipends for Bio Blitz and other PAPILLION and LA VISTA public education/outreach activities
3. Anticipated and/or potentially additional External expenses, not covered by this arrangement, which may or may not be necessary and/or helpful to PAPILLION and LA VISTA. Upstream Weeds will actively seek to reduce and mitigate these potential expenses through alternative sources including cost-sharing partnerships, grant applications, and collaboration:
  - a. Signage and promo flier printing
  - b. T-shirts for interns and participants
  - c. Expo-style booth needs for Bio Blitz and other engagement activities mentioned here within

CONSULTANT will provide monthly invoices to PAPILLION and LA VISTA for actual costs incurred in accordance with the above mentioned project budget. Payment shall be made to Upstream Weeds within thirty (30) days of receipt of invoices. The CONSULTANT shall bill each City at the same time and in equal amounts for the services set forth in this agreement. Invoices shall include a narrative of the services, materials and stipends covered by the invoices. Invoices shall be mailed to:

City of La Vista, Nebraska  
Attn: John Kottmann, City Engineer  
8116 Park View Blvd.  
La Vista, NE 68128

**City of Papillion, Nebraska**  
Attn: Jeffrey Thompson, City Engineer  
122 East Third Street  
Papillion, NE 68046

Checks shall be made payable to Upstream Weeds and mailed to:

**Mr. Chris Madden**  
Biological Outreach & Engagement Consultant  
Upstream Weeds  
3942 North 66<sup>th</sup> Street  
Omaha, NE 68104-2551  
Tax ID Number 47-1093482

**Section IX: Notices:**

All notices to be given to either party under this Contract shall be sent to the parties listed in Section VIII above.

**Section X: Assignment**

This contract is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

**Section XI: Amendment**

This Contract constitutes the entire understanding between CONSULTANT and PAPILLION and LA VISTA with respect to the subject matter hereof and may not be amended except by a written agreement signed by all three parties.

**Section XII: Governing Law and Forum**

This Contract shall be governed by the laws of the State of Nebraska. Any legal actions brought by any of the Parties hereunder shall be in the District Court of Sarpy County, Nebraska.

We, the undersigned, hereby warrant that we are properly authorized officers of the organization to be bound by this Contract, and that we do hereby accept the terms and conditions provided herein.

**UPSTREAM WEEDS**

CHRIS MADDEN  
Printed Name  


Signature

Biological Engagement Director  
Title

10/27/2015  
Date

**CITY OF PAPILLION**

By: \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

Date

**CITY OF LA VISTA**

By: \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date

ITEM E

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE - UN-MARKED POLICE CARS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of two (2) 2016 Chevrolet Impala, 4 door sedans from Husker Auto Group, Lincoln Nebraska in an amount not to exceed \$34,800 (\$17,400 each).

**FISCAL IMPACT**

The FY 16 General Fund Budget provides \$30,000 in funding for the proposed purchase. Remaining \$4,800 will be used from Narcotic Forfeiture funds.

**RECOMMENDATION**

Approval

**BACKGROUND**

The purchase is being made off of the Nebraska State Contract. Expected delivery of the vehicles will be in 120 days (March-April 2016).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 2016 CHEVROLET IMPALA 4 DOOR SEDANS FROM HUSKER AUTO GROUP, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$34,800.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new unmarked police vehicles is necessary, and

WHEREAS, the FY16 General Fund budget and Narcotic Forfeiture account balance include funds for the purchase of two (2) said vehicles, and

WHEREAS, the State of Nebraska did receive bids for 2016 vehicles, and

WHEREAS, Husker Auto Group, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2016 Chevrolet vehicles, 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 two (2) 2016 Chevrolet Impala 4 door sedans from Husker Auto Group, Lincoln, Nebraska, in an amount not to exceed \$34,800.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

ITEM F

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE - CNG CONVERSION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of a Compressed Natural Gas (CNG) conversion from Fuel Conversion Solutions, Oak Grove, Missouri for an amount not to exceed \$9,650.00.

**FISCAL IMPACT**

The FY 16 General Fund Budget provides funding for the proposed purchase. The conversion will be reimbursed 100% by a Nebraska Environmental Trust Grant.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed conversion will be on a 2011 Chevy Tahoe used in the Public Works Department. This will be the third vehicle in the fleet to be converted over to CNG. Fuel Conversion Solutions is the company the State of Nebraska has been using for the State Contract vehicles. Fuel Conversion Solutions has a shop in Gretna, Nebraska, this is where the work will be completed.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A COMPRESSED NATURAL GAS (CNG) CONVERSION FROM FUEL CONVERSION SOLUTIONS, OAK GROVE, MISSOURI FOR AN AMOUNT NOT TO EXCEED \$9,650.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a compressed natural gas (CNG) conversion for a 2011 Chevy Tahoe used in Public Works is necessary, and

WHEREAS, the FY16 General Fund budget provides funding for the proposed purchase, and

WHEREAS, Fuel Conversion Solutions is the company the State of Nebraska uses for State Contract vehicles 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 a Compressed Natural Gas (CNG) conversion in an amount not to exceed \$9,650.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**Fuel Conversion Solutions, LLC**

Alternative Fuel Conversions, Training & Inspections

**BID PROPOSAL**

FROM **FUEL Conversion Solutions, LLC**  
300 NW 2<sup>nd</sup> Street  
Oak Grove, MO 64075

BID PROPOSAL #: 1785

DATE: OCTOBER 14, 2015

TO **Ray Crane**  
Shop Foreman  
City of La Vista Public Works  
403-331-8927

COMMENTS: Please call with any  
questions.  
Lanny - 816-500-2573

DATE	DESCRIPTION	EACH	AMOUNT
10/14/15	<b>EQUIPMENT:</b>  CNG Conversion 2011 Chevy Tahoe w/ 5.3L Flex Fuel Engine BI-FUEL CNG System Under hood equipment to include injectors, regulator, fuel filter, fuel lock off, hoses, lines, wiring harness and computer reprogramming.	\$ 4,200.00	\$ 4,200.00
10/14/15	<b>TANKS:</b> Composite 18x36 tank inside in rear cargo area. Tank mounts, brackets, tank valves, valve vents, pressure relief valves, mounting hardware, etc.	\$ 2,450.00	\$ 2,450.00
10/14/15	Stainless steel tubing, Coalescing Filter, fittings shut-off valves, tank cover, etc...	\$ 950.00	\$ 950.00
10/14/15	<b>LABOR:</b>  Labor to install the fuel system, tanks, vents, lines, wiring, gas regulator, fuel filter, tank valves, etc.	\$ 2,050.00	\$ 2,050.00
	<b>TRANSPORTATION:</b>	n/a	n/a
	<b>TOTAL:</b>		\$ 9,650.00

COMMENTS: BID PROPOSAL DOES NOT INCLUDE APPLICABLE SALES TAX OR TRANSPORTATION FEES TO CLIENT. PROPOSAL AMOUNT GOOD TILL DECEMBER 15<sup>TH</sup> 2015.

Please call or email with any questions: [Lanny@fuelconversionsolutions.com](mailto:Lanny@fuelconversionsolutions.com) or 816-500-2573

**THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE - CNG CONVERSION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of a Compressed Natural Gas (CNG) conversion from Fuel Conversion Solutions, Oak Grove, Missouri for an amount not to exceed \$10,150.00.

**FISCAL IMPACT**

The FY 16 General Fund Budget provides funding for the proposed purchase. The conversion will be reimbursed 100% by a Nebraska Environmental Trust Grant.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed conversion will be on a 2013 Chevy 2500 HD used in the Public Works Department. This will be the fourth vehicle in the fleet to be converted over to CNG. Fuel Conversion Solutions is the company the State of Nebraska has been using for the State Contract vehicles. Fuel Conversion Solutions has a shop in Gretna, Nebraska, this is where the work will be completed.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A COMPRESSED NATURAL GAS (CNG) CONVERSION FROM FUEL CONVERSION SOLUTIONS, OAK GROVE, MISSOURI FOR AN AMOUNT NOT TO EXCEED \$10,150.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a compressed natural gas (CNG) conversion for a 2013 Chevy 2500 HD used in Public Works is necessary, and

WHEREAS, the FY16 General Fund budget provides funding for the proposed purchase, and

WHEREAS, Fuel Conversion Solutions is the company the State of Nebraska uses for State Contract vehicles 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 a Compressed Natural Gas (CNG) conversion in an amount not to exceed \$10,150.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk



# Fuel Conversion Solutions, LLC

Alternative Fuel Conversions, Training & Instructions

## BID PROPOSAL

FROM FUEL Conversion Solutions, LLC  
300 NW 2<sup>nd</sup> Street  
Oak Grove, MO 64075

BID PROPOSAL #: 1786  
DATE: OCTOBER 14, 2015

TO Ray Crane  
Shop Foreman  
City of La Vista Public Works  
403-331-8927

COMMENTS: Please call with any  
questions.  
Lanny - 816-500-2573

DATE	DESCRIPTION	EACH	AMOUNT
10/14/15	<b>EQUIPMENT:</b>  CNG Conversion 2013 Chevy 2500 HD w/ 6.6L Diesel Fuel Engine - Utility Bed on Truck. BI-FUEL CNG System Under hood equipment to include injectors, regulator, fuel filter, fuel lock off, hoses, lines, wiring harness and computer reprogramming.	\$ 4,200.00	\$ 4,200.00
10/14/15	<b>TANKS:</b> (2) Steel Tanks mounted underneath vehicle in place of spare tire. Tank mounts, brackets, tank valves, valve vents, pressure relief valves, mounting hardware, etc.	\$ 2,950.00	\$ 2,950.00
10/14/15	Stainless steel tubing, Coalescing Filter, fittings shut-off valves, tank cover, etc...	\$ 950.00	\$ 950.00
10/14/15	<b>LABOR:</b>  Labor to install the fuel system, tanks, vents, lines, wiring, gas regulator, fuel filter, tank valves, etc.	\$ 2,050.00	\$ 2,050.00
	<b>TRANSPORTATION:</b>	n/a	n/a
	<b>TOTAL:</b>		\$ 10,150.00

COMMENTS: BID PROPOSAL DOES NOT INCLUDE APPLICABLE SALES TAX OR TRANSPORTATION FEES TO CLIENT. PROPOSAL AMOUNT GOOD TILL DECEMBER 15<sup>th</sup>, 2015.

Please call or email with any questions: Lanny@fuelconversionsolutions.com or 816-500-2573

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!