

# MINUTE RECORD

A.2

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

## LA VISTA CITY COUNCIL MEETING May 20, 2014

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on May 20, 2014. Present were Councilmembers: Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Clerk Buethe, Police Chief Lausten, Public Works Director Soucie, Public Building and Grounds Director Archibald, Assistant Recreation Director Karlson, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on May 7, 2014. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Acting Mayor Crawford called the meeting to order and led the audience in the pledge of allegiance.

Acting Mayor Crawford announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

Acting Mayor Crawford made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

### SERVICE AWARD – DONAL FISCHER – 10 YEARS

Acting Mayor Crawford presented a service award to Donal Fischer for ten years of service.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 6, 2014 CITY COUNCIL  
MEETING
3. APPROVAL OF THE MINUTES OF THE APRIL 17, 2014 PLANNING  
COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – APRIL 2014
5. PAY REQUEST FROM THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – 124<sup>TH</sup> CIRCLE AND HARRISON STREET  
TRAFFIC SIGNAL - \$430.00
6. APPROVAL OF CLAIMS.

4 SEASONS AWARDS, supplies	30.00
AA WHEEL & TRUCK SUPPLY, supplies	39.91
ABE'S PORTABLES, rental	161.60
ACCO UNLIMITED, supplies	342.80
ACTION BATTERIES, services	21.90
AKSARBEN GARAGE DOOR SVCS, bld&grnds	1,040.00
ALAMAR UNIFORMS, apparel	60.25
ALKAR BILLIARDS, equip.	344.15
ANN TROE, services	225.00
ARAMARK UNIFORM SERVICES, services	23.06
BARCAL, R., travel	172.65
BISHOP BUSINESS EQUIPMENT, services	985.11
BKD, services	790.00
BLACK HILLS ENERGY, utilities	768.52
BOMA/OMAHA, training	10.00
BRENTWOOD AUTO WASH, maint.	45.00

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BRIDGESTONE GOLF INC, supplies	11.54
BUILDERS SUPPLY, maint.	98.50
CARDMEMBER SERVICE, supplies	15,784.09
CARL JARL LOCKSMITHS, services	14.80
CARROT-TOP INDUSTRIES, supplies	1,993.56
CENTURY LINK, phone	71.81
CITY OF OMAHA, services	710.66
CITY OF OMAHA-SHOWMOBILE/WALL	1,870.00
CJ'S HOME CENTER, bld&grnds	1,145.30
CORNHUSKER INTL TRUCKS, maint.	16.45
D & D COMMUNICATIONS, radios	25.00
DATASHIELD CORP., services	1,607.19
DEARBORN NATIONAL LIFE INS CO	1,054.00
DELL MARKETING, IT	947.89
DIAMOND VOGEL PAINTS, bld&grnds	24.45
DULTMEIER SALES & SERVICE, maint.	5.61
ED ROEHR SAFETY, services	36.37
ENCYCLOPAEDIA BRITANNICA, books	781.20
EXCHANGE BANK, rental	1,730.79
FELSBURG HOLT & ULLEVIG, services	4,337.05
FILTER CARE, maint.	51.00
FITZGERALD SCHORR BARMETTLER, services	28,422.60
FOCUS PRINTING, services	3,077.18
GALE, books	140.19
GCR TIRE CENTERS, supplies	449.08
GENUINE PARTS COMPANY-OMAHA, maint.	2,968.84
GREENKEEPER COMPANY, supplies	1,820.50
GREGORY A PETERSON CONSULTING, services	990.00
GT DISTRIBUTORS, supplies	317.20
HAMILTON COLOR LAB, printing	1,774.00
HANEY SHOE STORE, apparel	360.00
HEARTLAND JUVENILE SVCS, training	117.00
HEARTLAND PAPER, supplies	151.00
HOBBY LOBBY STORES, supplies	6.60
HOLSTEIN'S HARLEY DAVIDSON, maint.	110.40
HOME DEPOT, bld&grnds	90.16
HOPE HEALTH/IHAC, dues	176.76
HOSE & HANDLING INC., maint.	221.84
HOTSY EQUIP., equip.	51.91
HY-VEE, supplies	91.50
INDUSTRIAL SALES, bld&grnds	18.05
J Q OFFICE EQUIPMENT, services	82.65
JEREMY JOHNSON PHOTOGRAPHY, supplies	100.00
KIMBALL MIDWEST, maint.	89.96
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LEAGUE ASSN OF RISK MGMT, insurance	166.24
LEAGUE OF NEBRASKA MUNICIPAL	285.00
LINCOLN NATIONAL LIFE INS CO	9,985.75
LOGAN CONTRACTORS SUPPLY, maint.	3,392.26
LOU'S SPORTING GOODS, services	16.00
LOWE'S, supplies	208.76
MAT, services	430.00
MCC, utilities	13,225.21
MEESE, bld&grnds	357.50
MENARDS, bld&grnds	159.88
MID AMERICA PAY PHONES, phones	50.00
MID CON SYSTEMS INC., maint.	364.65
MIDWEST TAPE, bld&grnds	153.94
MIDWEST TURF & IRRIGATION, services	369.25
MNJ TECHNOLOGIES, IT	3,874.00
MUD, utilities	283.08
MUNICIPAL PIPE TOOL, maint.	95.89

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NATIONAL EVERYTHING WHOLESALE, supplies	294.96
NE DEPT OF LABOR-WORKFORCE DEV,	
bld&grnds	140.00
NE ENVIRONMENTAL PRODS, supplies	1,371.22
NE LIBRARY COMMISSION,	104.58
NUTS AND BOLTS INC., maint.	112.76
ODB COMPANY, maint.	161.27
OFFICE DEPOT, supplies	530.55
OMAHA COMPOUND COMPANY, supplies	695.10
OMAHA WORLD HERALD, ads	2,281.70
ON THE SPOT PRODUCTIONS, services	6,550.00
ONE CALL CONCEPTS, services	384.35
OPPD, utilities	49,864.56
O'REILLY AUTOMOTIVE STORES, maint.	16.22
PAM KALAL, services	1,200.00
PAPILLION SANITATION, services	174.17
PAPILLION SANITATION, services	2,024.88
PARAMOUNT, apparel	310.16
PERFORMANCE CHRYSLER JEEP, maint.	101.08
PERFORMANCE FORD, maint.	54.84
PLAINS EQUIPMENT GROUP, maint.	127.58
QUALITY AUTO REPAIR & TOWING, services	55.00
QUALITY BRANDS OF OMAHA, supplies	475.30
RALSTON ADVERTISING, equip.	537.00
RDG PLANNING & DESIGN, services	790.50
RETRIEVEX, IT	143.45
SAM'S CLUB, supplies	281.08
SCHMADER ELECTRIC, services	1,085.00
SQUAD-FITTERS, apparel	24.24
STOLTENBERG NURSERIES, supplies	2,160.00
SUPERIOR VISION SVCS INC	570.28
THOMPSON DREESSEN & DORNER, services	17,029.25
TELKE'S SANDWICHES, supplies	272.95
TODD VALLEY FARMS, supplies	611.00
TOMSU, L., travel	98.45
UNITE PRIVATE NETWORKS, IT	3,850.00
UTILITY EQUIPMENT COMPANY, maint.	66.49
VAN RU CREDIT CORPORATION	42.21
VAN-WALL EQUIP., equip.	399.30
VICKY PARR, refund	15.00
VIERREGGER ELECTRIC, bld&grnds	2,400.00
WASTE MANAGEMENT NEBRASKA, bld&grnds	28.26
WHITE CAP CONSTR SUPPLY/HDS, apparel	151.99
WICK'S STERLING TRUCKS, maint.	858.39
WOODHOUSE LINCOLN, maint.	79.00
ZIMCO SUPPLY COMPANY, supplies	2,187.60

## 7. RESOLUTION — AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten stated that Sergeant Bryan Waugh was recognized in Lincoln for his work with Mothers Against Drunk Driving.

City Clerk Buethe informed Council that, with the passage of the sales tax initiative by the voters of La Vista, Council will be asked to approve ordinances at the June 3 City Council meeting and those ordinances will be emailed to the Department of Revenue immediately after the meeting. The additional ½ cent sales tax will be collected beginning October 1, 2014.

Public Works Director Soucie stated that the Bio Blitz event was successful. High school students attended on Friday and there were over 100 participants on Saturday.

Library Director Barcal stated that the Library is partnering with the Papillion La Vista School Foundation to promote literacy. This year, the memorial money given in honor of Karla Stowe was used to purchase 530 books for children. A total of 670 books will be distributed during the La Vista Daze Parade.

## **B. RESOLUTION – NOTICE OF INTENT UNDER IRS CODE – HUPP DRIVE PROPERTY AND REMODEL**

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-059: A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF LA VISTA, NEBRASKA TO REIMBURSE CERTAIN EXPENSES FROM THE PROCEEDS OF CITY OF LA VISTA FACILITIES CORPORATION BUILDING BONDS IN CONNECTION WITH THE ACQUISITION OF A PUBLIC WORKS BUILDING AND CERTAIN IMPROVEMENTS TO PUBLIC WORKS FACILITIES

**BE IT RESOLVED** by the Council (the "Council") of the City of La Vista, Nebraska (the "City") as follows:

### **Section 1. Findings.**

(a) The City has acquired a building for use in connection with its public works function and has begun certain improvements to its public works facilities (together, the "Project").

(b) Pursuant to Section 19-2421, Reissue Revised Statutes of Nebraska, as amended ("Section 19-2421"), the City is authorized to enter into contracts for the lease of real and personal property for any purpose for which the city is authorized by law to purchase property or construct improvements, which contracts shall not be restricted to a single year and may provide for the purchase of the property in installment payments.

(c) The City anticipates entering into a lease-purchase agreement (the "Lease Agreement") with City of La Vista Facilities Corporation (the "Facilities Corporation") pursuant to its authority under Section 19-2421 in connection with the Project to finance all or a portion of the costs of the Project through issuance, sale and delivery by the Facilities Corporation of its building bonds (the "Bonds").

(d) The City anticipates incurring a portion of the costs of the Project prior to the issuance of the Bonds and desires to preserve its ability to reimburse such costs under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Regulations").

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(e) The Regulations govern the City's use of proceeds derived from the sale of the Bonds to reimburse "original expenditures" made by the City prior to the authorization of the Bonds. Specifically, the Code requires the City to declare its official intent to reimburse original expenditures made in furtherance of the Project not later than 60 days after payment of such original expenditures. The Code requires that tax-exempt obligations be issued, and a reimbursement allocation be made, from the proceeds of those obligations within 18-months after the later of the date the original expenditure is paid or the Project is placed in service or abandoned, but in no event more than three (3) years after the date the expenditure is paid.

(f) It is necessary, desirable, advisable and in the best interests of the City that the requirements of the Regulations be satisfied to preserve the ability of the City to reimburse costs of the Project made by the City from and after the date of the passage and adoption of this Resolution from the proceeds of the Bonds.

## Section 2. Declaration of Intent and Related Matters.

(a) In accordance with the provisions of this Resolution and Section 1.150-2 of the Regulations, the Council hereby declares the official intent of the City to reimburse all or part of the costs of the Project through the execution and delivery of the Lease Agreement and the issuance of the Bonds in connection therewith, the interest portion of which will be excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. Prior to the execution and delivery of the Lease Agreement and the issuance of the Bonds, the City is authorized to advance moneys in an amount not to exceed \$900,000 for the purposes hereinbefore described.

(b) Except for (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) "de minimis expenditures" defined under Section 1.150-2(f)(1) of the Regulations, and (iii) "preliminary expenditures" defined under Section 1.150-2(f)(2) of the Regulations, no expenditures made in furtherance of the Project have been paid by the City more than 60 days prior to the adoption of this Resolution.

(c) Payments under the Lease Agreement constituting debt service on the Bonds will be paid from the City's General Fund.

(d) The Bonds will be issued in the amount, and upon the terms and conditions agreed to between or among the City, the Facilities Corporation under the Lease Agreement and the purchaser(s) of the Bonds, as authorized by the Council at a meeting held for such purpose.

(e) As of the date of this Resolution, there are no funds of the City reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than the contemplated issuance of the Bonds.

## Section 3. Authorizations.

(a) The Director of Finance and the City Administrator (each an "Authorized Officer") are hereby authorized to take any further action that is necessary to preserve the ability of the City to reimburse original expenditures made in furtherance of the Project from and after the date of the passage and adoption of this Resolution from the proceeds of the Bonds.

(b) The Authorized Officers shall be, and each of them hereby is, authorized to execute on behalf of the City and to deliver any and all other instruments and documents including, but not limited to, such certificates or instruments as may be required under the terms of this Resolution necessary to be executed and delivered in connection with this Resolution and the approvals made hereby.

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(c) An Authorized Officer shall be responsible for making the "reimbursement allocations" described in Section 1.150-2 of the Regulations by transferring the appropriate amount of Bond proceeds to the City accounts used to temporarily finance some or all of the Project. Each allocation must be evidenced by an entry on the official books of the City maintained for the Project and must specifically identify the original expenditure being reimbursed.

**Section 4. Ratification.** All acts and deeds heretofore done by any officer, employee or agent of the City, on behalf of the City, to preserve the City's ability to reimburse expenditures made in furtherance of the Project with the proceeds of the Bonds are hereby ratified, confirmed and approved.

**Section 5. Effective Dates.** This Resolution will be in full force and effect from and after its passage and adoption by the Council and approval by the Mayor.

**Section 6. Conflicting Resolutions Repealed.** All resolutions of the Council, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Seconded by Councilmember Sheehan. Councilmember Dan Smith with D.A. Davidson stated that in order for the City of have the option to bond the Hupp Drive property this resolution would need to be passed tonight as it is the end of the 60 day grace period after the purchase was made. The City will then have 18 months to bond if they so choose. By bonding this purchase it will free up money needed for other smaller capital improvements. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

**C. APPLICATION FOR REZONING, PRELIMINARY PUD & PRELIMINARY PLAT, LOTS 42, 43A, 43B, 44A & 45, BROOK VALLEY BUSINESS PARK (N OF HARRY WATANABE DR. & W OF 108<sup>TH</sup> ST.)**

**1. PUBLIC HEARING**

At 7:10 p.m. Acting Mayor Crawford opened the public hearing and stated the floor was now open for discussion on the Application for Rezoning, Preliminary PUD & Preliminary Plat, Lots 42, 43A, 43B, 44A & 45, Brook Valley Business Park (N of Harry Watanabe Dr. & W of 108<sup>th</sup> St.). Neeraj Agarwal was in attendance to answer any questions.

At 7:10 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

**2. RESOLUTION – APPROVE PRELIMINARY PUD PLAN**

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-060: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) FOR LOTS 42, 43A, 43B, 44A, 44B AND 45 BROOK VALLEY BUSINESS PARK, SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of final PUD plan for lots 42, 43A, 43B, 44A, 44B & 45, Brook Valley Business Park; and

WHEREAS, the City Administrator and the City Engineer have reviewed the preliminary plat and preliminary PUD plan; and

WHEREAS, on April 17, 2014, the La Vista Planning Commission held a public hearing and reviewed the preliminary PUD plan and recommended approval subject to resolution of items identified by the city engineer and staff.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary PUD plan for lots 42, 43A, 43B, 44A,

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44B & 45, Brook Valley Business Park, Sarpy County, Nebraska, be, and hereby is, approved.

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

### 3. RESOLUTION – APPROVE PRELIMINARY PLAT

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-061: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE PRELIMINARY PLAT FOR LOTS 42, 43A, 43B, 44A, 44B, & 45, BROOK VALLEY BUSINESS PARK SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a Preliminary Plat for Lots 42, 43A, 43B, 44A, 44B, & 45, Brook Valley Business Park, Sarpy County, Nebraska; and

WHEREAS, the City Administrator and the City Engineer have reviewed the preliminary plat; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval conditional on the satisfactory resolution of the issues noted in the review letter; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that a Preliminary Plat for Lots 42, 43A, 43B, 44A, 44B, & 45, Brook Valley Business Park, Sarpy County, Nebraska, generally located north of Harry Watanabe Drive & west of 108<sup>th</sup> Street be, and hereby is, approved.

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

### D. RESOLUTION – BID AWARD – THOMPSON CREEK DEMONSTRATION PROJECT – STREET PLANTER 2014

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-062; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO DOSTALS CONSTRUCTION CO., INC., GRETNNA, NE, FOR CONSTRUCTION OF THE THOMPSON CREEK DEMONSTRATION PROJECT - STREET PLANTER 2014 IN AN AMOUNT NOT TO EXCEED \$33,760.00.

WHEREAS, the City Council of the City of La Vista has determined that the construction of the Thompson Creek Demonstration Project – Street Planter 2014 is necessary; and

WHEREAS, the FY 13/14 Capital Fund Budget provides funding for this project; and

WHEREAS, the City Council authorized the advertisement of bids for construction of the Thompson Creek Demonstration Project – Street Planter 2014 on April 1, 2014, and

WHEREAS Dostals Construction Co., Inc., Gretna, NE, has submitted the low, qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures 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 designate Dostals Construction Co., Inc., Gretna, NE as the low qualified bidder for the Thompson Creek Demonstration Project – Street Planter 2014, in an amount not to exceed \$33,760.00.

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

## **E. RESOLUTION – AUTHORIZATION TO REFINISH ALL WOOD FLOORS AT COMMUNITY CENTER**

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-063; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING REFINISHING OF ALL WOOD FLOORS AT THE COMMUNITY CENTER BY PHILLIPS HARDWOOD FLOORING, PAPILLION NEBRASKA IN AN AMOUNT NOT TO EXCEED \$12,197.00

WHEREAS, the City Council of the City of La Vista has determined that the refinishing of all wood floors at the Community Center is necessary; and

WHEREAS, the FY 13/14 General Fund Budget provides funding for the proposed project; and

WHEREAS, Quotes were obtained from two companies, and

WHEREAS Phillips Hardwood Flooring, Papillion NE, has submitted the most qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures 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 authorize refinishing of all wood floors at the Community Center by Phillips Hardwood Flooring, Papillion Nebraska in an amount not to exceed \$12,197.60.

Seconded by Councilmember Hale. Councilmember Thomas asked why the large difference in bid quotes. Director of Public Buildings and Grounds Archibald stated that both companies came out to see the floors and receive the instructions. Both were asked to bid on recoating the floors and one company put sanding in their bid which is a significant increase in price. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **F. RESOLUTION – AUTHORIZATION TO PURCHASE HOT WATER HEATING PUMPS FOR THE CITY ANNEX AND FIRE STATION #4**

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-064; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE AND INSTALLATION OF TWO (2) REPLACEMENT HOT WATER HEATING PUMPS FROM MASTER MECHANICAL, LA VISTA, NE IN AN AMOUNT NOT TO EXCEED \$9,612.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of 2 hot water pumps for the City Annex and Fire Station 4 is necessary, and

WHEREAS, the FY 2013/14 General Fund budget provides funding for the proposed purchase, and

WHEREAS Master Mechanical, La Vista NE, has submitted the most qualified bid, and

WHEREAS, the cost will be shared with Papillion Fire in accordance with the agreement, and

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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 and installation of two (2) hot water pumps for the City Annex and Fire Station 4 from Master Mechanical, La Vista NE in an amount not to exceed \$9,612.

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

## **G. RESIGNATION FILED – COUNCILMEMBER GOWAN – ACCEPT RESIGNATION**

Motion by Sell to accept the resignation of Anthony Gowan from the position of Councilmember – Ward IV. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **H. RECEIVE AND FILE NOTICE AND DECLARE A VACANCY - CITY COUNCILMEMBER – WARD IV**

Motion by Sell to receive and file notice and declare a vacancy – City Councilmember – Ward IV. Seconded by Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

Acting Mayor Crawford stated that the vacancy will be filled at the June 3 City Council meeting.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Sheehan stated that there is a new FCC regulation that could affect the city with regard to the internet and asked staff to follow up on this.

At 7:17 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014

CITY OF LA VISTA

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

ATTEST:

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

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City of La Vista  
Park & Recreation Advisory Committee Minutes  
March 19, 2014

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on March 19, 2014. Present were Recreation Director Scott Stopak, Assistant Director David Karlson and Program Coordinators Rich Carstensen and Ryan South; Advisory Board Chairperson Pat Lodes, Members Joe Juarez and Jeff Kupfer. Also present: Brian Lukasiewicz, Public Works. Absent was Member Corey Jeffus.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on March 12, 2014. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

**CALL TO ORDER**

Recreation Director Scott Stopak called the meeting to order.

Recreation Director Stopak led the audience in the Pledge of Allegiance.

Recreation Director Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

**A. CONSENT AGENDA**

Recreation Director Stopak asked for a motion to approve the minutes from the February 19, 2014 meeting. Motion made by Member Juarez. Seconded by Member Kupfer. Motion carried.

**REPORTS FROM RECREATION DIRECTOR AND STAFF**

Stopak informed the Board that Member Russ Wiig term on the Advisory Board expired last month, and there is now an opening for that position on the Board.

Program Coordinator Rich Carstensen reported on recent and future activities for the Senior Center. March activities included a St. Patrick's Day luncheon, catered by Hy-Vee. Entertainment was also provided by Merry Makers. On the 19<sup>th</sup>, the seniors went to the movies and saw "12 Years a Slave". On the 26<sup>th</sup>, the La Vista Jr. High Show Choir will perform after lunch. In April, will have a potluck luncheon, and hope to have it in one of the parks, weather permitting. Also in April, they will travel to Pella, Iowa for the annual Tulip Festival.

Carstensen also informed the Board that Hot Wheels Drag Races were held in the gym on Monday, March 10<sup>th</sup>. 26 kids and 4 adults joined in. April 21<sup>st</sup> will be the next races held.

Program Coordinator South reported on current and upcoming sports. Women's Volleyball is in week 9 of a 10 week season. The season will end on April 9<sup>th</sup>. Adult Softball deadline was March 8<sup>th</sup>, however, Monday night men's league still has openings for a couple of teams. The season will begin approximately April 1<sup>st</sup>. Youth Basketball League began tournament games last Saturday. The tournament will run until March 22<sup>nd</sup> for 3/4 grades and March 29<sup>th</sup> for 5/6 grades. La Vista Lancers Soccer League ENSA U12 boys games begin on March 28<sup>th</sup>. We have one team in the Sarpy County Soccer League, U12 girls, and their games begin April 5<sup>th</sup>. La Vista 4/5 and 6/7 Youth Soccer Academy and League registration is still open. The 4/5 academy will play Tuesday and Saturdays, and 6/7 league will play with the academy on Tuesdays, and then play games on Saturday mornings. Both start on Tuesday, April 15<sup>th</sup>. The 3 year old soccer clinic will begin on April 12<sup>th</sup>. Chairperson Pat Lodes will again coach/teach the group, which includes working with parents. Spring Flag Football League will

begin their season on Saturday, April 12<sup>th</sup>. Games will all be played at the Sports Complex, and there is over 50 kids participating this season. Youth Baseball for ages 7-12 will begin in April. They will again be participating in a cooperative league with Ralston Baseball Association. This season we have one 7/8 Pinto team, two 9/10 Mustang teams and one 11/12 Bronco team. Youth softball will begin their games approximately May 12<sup>th</sup>. There are still a couple openings on the teams.

Assistant Director Karlson reported on the Valentine's Day Cookie Decorating held on Thursday, February 13<sup>th</sup>. 24 kids ages 3-6 attended. They began by listening to a Valentine's Day-themed story, and then followed up by making Valentine cards and decorating cookies. Karlson also reported on one of the newest programs at the Community Center. The La Vista Remote Control Car Racing League meets every other Sunday for track racing. So far, 6 families are participating. The winner of each session gets the opportunity to design the race course for the next session of racing.

#### COMMENTS FROM THE FLOOR

Brian Lukasiewicz, Parks Superintendent for Public Works, reported on some grants received for trees, and others he is working on. He has received a \$5,000 grant from "Trees for Nebraska Towns", and \$2,500 from "Celebrate Trees" from Papio Natural Resource District. Lukasiewicz also stated he was in the process of applying for other grants, one from OPPD (for trees), and a \$25,000 grant from Nebraska Environmental Quality for the purchase of a chipper. Brian also reported on the condition of the fields, and discussed getting them ready for the upcoming season.

#### COMMENTS FROM COMMITTEE MEMBERS

Member Lodes asked how the field conditions were after the winter. Lukasiewicz said they had used winterizer and things were starting to green up. He discussed a new type of "blanket" rye grass they were trying, and also the purchase of a new aerator for the fields and golf course.

Program South stated that Lukasiewicz and he were working on updating Kelly East and West fields. These fields are being utilized more, so the need exists to make conditions better for the teams. Permanent bases, pitching mounds, etc. will be added.

Member Kupfer made a motion to adjourn. Seconded by Member Juarez. Motion carried. Adjourned at 7:25 p.m.

## MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

### MINUTES OF MEETING May 8, 2014

Members Present: Rose Barcal Jill Frederick Huyen-Yen Hoang  
Valerie Russell Carol Westlund

Members Absent: Kim Schmit-Pokorny

#### Agenda Item #1: Call to Order

The meeting was called to order at 5:32 p.m.

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

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

#### Agenda Item #3: Introductions

There were no introductions made.

#### Agenda Item #4: Approval of Minutes of March 6, 2014 Meeting

It was moved by Frederick and seconded by Hoang that the minutes be accepted as presented.

Ayes: all. Nays: none. Motion carried.

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

- a. Programs: an overview of programs was given including the GED/Pre-GED preparation class which has 13 students. The library is partnering with the Nebraska Office of Health Disparities and Health Equity for an adult wellness series that will continue into June.
- b. Employee updates were given. The undergraduate UNO intern has completed 90 hours. An evaluation including staff feedback was sent. The Project Search intern continues. The intern grant from the Nebraska Library Commission was awarded on March 19<sup>th</sup>.
- c. Library Meetings were reviewed including the special needs job fair hosted by Embassy Suites. The library online catalog, Apollo, will have a new interface in the near future.
- d. General Library Information included the Director attending the Public Library Association National Conference. Due to a contact, the library is switching from World Book online to Britannica. A new vendor for electronic magazines will be monitored.

#### Agenda Item #6: Circulation Report

- a. Library Director Barcal distributed the circulation reports for March and April. The report was discussed and accepted.
- b. New statistical format. A sample of a new report was distributed and discussed. The board decided to continue with the new format as it has more information and is compatible with the annual state report.

#### Agenda Item #7: Old Business

- a. Current and future grants were reviewed.
  - i) Youth Grant for Excellence 2013 awarded for a 3D printer. Information concerning the printer is being learned.

- ii) Created Equal: America's Civil Rights Struggle from Gilder Lehrman Institute of American History. The grant was awarded with a display in October 2015.
- iii) Civil War 150: There will be a 3 week exhibit at the Library beginning October 13<sup>th</sup> through November 3<sup>rd</sup>. The grant included \$1,000 for programming. The committee continues to meet monthly. A schedule is being formalized.
- iv) La Vista Community Foundation: Enhancing Technology and Programming at the La Vista Public Library. Technology items, a television & tablet, have been purchased.
- v) La Vista Community Foundation: Civil War 150 Exhibition Event. This grant will support Civil War programming during the 3 week exhibit from the Lehrman Institute.
- vi) Fire Fighters Association. Requested \$445 to support the summer reading program.
- vii) Nebraska Library Commission's Internship Grant. The library received \$1,000 to support an intern during the summer months.

- b. Boards and Commissions Manual. This item was tabled.
- c. State Aid Report. This item was tabled.

#### Agenda Item #8: New Business

- a. Policy Discussion: Behavioral Policy. Draft. Discussion was held. Two draft policies were reviewed for formatting and content. Feedback was received from library staff and the Library Board. Based on this, a draft will be brought back for the July meeting.
- b. Policy Review: Personnel Policy. A discussion was held concerning the current Personnel Policy. There were no edits.
- c. Policy Review: Interlibrary Loan. A discussion was held concerning the current policy for Interlibrary Loan. Based on the current language, a revised policy was drafted. The policy will be voted on during the July meeting.
- d. New Product: Freegal. Freegal is an electronic music product which allows library patrons to download three songs per week and stream three hours of music per day.
- e. Amnesty Days: April 2014. Amnesty days were held the same days as National Library Week, April 13<sup>th</sup> through 19<sup>th</sup>.
- f. Partnership with Papillion La Vista School Foundation. Again this year, the Papillion La Vista School Foundation in partnership with the library will distribute children's books during the La Vista Daze Parade. Due to the memorial honoring Karla J. Stowe, books for the littlest of children will be provided to support literacy in the community.
- g. Summer Programming.
  - i. Children. The children's Summer Reading Program calendars are available and were distributed to the library board.
  - ii. Teens. The teen's Summer Reading Program calendars are available and were distributed to the library board.

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

There were no comments from the floor.

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

Frederick commented that she likes the camp idea during summer. Other parents have commented to her that they are excited about this programming.

There was a motion by Russell and second by Frederick to adjourn the meeting at 6:27 p.m.

The next meeting is scheduled for July 10, 2014 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

## INVOICE

No. 1291

05/12/14

A.5

UNIVERSITY OF NEBRASKA AT OMAHA  
 Grants Accounting  
 6001 Dodge Street  
 Omaha, NE 68182-0003  
 (402) 554-2666

## BILLING TO:

City of La Vista, Nebraska  
 Attn: John Kottmann, City Engineer  
 Public Works Department  
 9900 Portal Road  
 La Vista, NE 68128

O.K. to pay  
 02.43.0505  
 eMK  
 5-19-2014

DATE	DESCRIPTION	AMOUNT	
		Current Month	Cummulative Total
	Billing on agreement between the City of La Vista, Nebraska and the University of Nebraska at Omaha on Agreement No. 2014-149 "BioBlitz - Thompson Creek Watershed Restoration Project" for the period of January 17, 2014 to May 17, 2014.		
	Billing period April 1, 2014 through April 30, 2014.		
	Salaries & Wages	6,400.00	\$ 7,120.00
	Benefits	529.92	589.54
	Operating Expenses	-	-
	Supplies	57.91	57.91
	Travel	-	-
	Total	6,987.83	7,767.45
<i>BB Janet Paap</i>		Less: Previously Paid	779.62
Janet Paap Manager of Grants Accounting		Less: Previous Payment Due	
	AMOUNT DUE	\$ 6,987.83	←

## PAYMENT PROCESSING INFORMATION

REMIT TO:  
 UNIVERSITY OF NEBRASKA AT OMAHA  
 Grants Accounting  
 6001 Dodge Street  
 Omaha, NE 68182-0003

DEPOSIT TO:  
 WBS 46-0505-0029-100  
 Account 464200

PLEASE KEEP A COPY OF THIS INVOICE FOR YOUR RECORDS.

Consent Agenda 6/3/14

**Invoice**

A.6



**FELSBURG  
HOLT &  
ULLEVIG**

*connecting and enhancing communities*

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

May 13, 2014  
Project No: 109025-01  
Invoice No: 11643

Mr. John Kottmann, PE  
City Engineer  
City of La Vista  
9900 Portal Rd  
La Vista, NE 68128

Project 109025-01 La Vista Quiet Zone Final Design

**Professional Services for the Period: April 01, 2014 to April 30, 2014**

**Professional Personnel**

	Hours	Rate	Amount
Principal II			
Anderson, Kyle	1.50	195.00	292.50
Associate			
Haden, Richard	5.50	165.00	907.50
Labor	7.00		1,200.00
<b>Total Labor</b>			<b>1,200.00</b>

**In-House Units**

B&W Printing	4.0 B&W Prints @ 0.08	.32
Color Printing	2.0 Prints @ 0.19	.38
<b>Total In-House</b>	<b>1.1 times</b>	<b>.70</b>
	<b>TOTAL AMOUNT DUE</b>	<b>\$1,200.77</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	1,200.00	20,045.00	21,245.00
Expense	0.00	171.47	171.47
In-House	.77	143.93	144.70
<b>Totals</b>	<b>1,200.77</b>	<b>20,360.40</b>	<b>21,561.17</b>

Invoice is due upon receipt.

Project Manager      Kyle Anderson

0.K. to pay  
05.71.0824.02  
JMK

5-15-2014

Consent Agenda 6/3/14

Invoice is due upon receipt.

**Invoice**

A.7



**FELSBURG  
HOLT &  
ULLEVIG**

*connecting and enhancing communities*

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

May 19, 2014  
Project No: 113112-01  
Invoice No: 11744

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

Project 113112-01 Hell Creek Channel Improvements Phase II  
CIP Project No. PWST-13-010

**Professional Services for the Period: April 01, 2014 to April 30, 2014**

Phase 002 Wetlands and Permitting  
Professional Personnel

	Hours	Rate	Amount
Env Scientist/Planner IV Baumert, Anthony	.50	125.00	62.50
Labor	.50		62.50
<b>Total Labor</b>			<b>62.50</b>
			<b>Phase Sub-Total</b>
			<b>\$62.50</b>

Phase 003 Preliminary Design  
Professional Personnel

	Hours	Rate	Amount
Engineer V Lampe, David	14.00	140.00	1,960.00
Engineer I Joy, Stacey	4.00	80.00	320.00
Labor	18.00		2,280.00
<b>Total Labor</b>			<b>2,280.00</b>
			<b>Phase Sub-Total</b>
			<b>\$2,280.00</b>

Phase SUBS Subconsultants

<b>Subconsultants</b>			
Olsson Associates		212.00	
<b>Total Subconsultants</b>		<b>212.00</b>	<b>212.00</b>
			<b>Phase Sub-Total</b>
			<b>\$212.00</b>
			<b>TOTAL AMOUNT DUE</b>
			<b>\$2,554.50</b>

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	2,342.50	44,860.00	47,202.50
Subconsultant	212.00	38,743.06	38,955.06
Expense	0.00	266.99	266.99
In-House	0.00	127.68	127.68
<b>Totals</b>	<b>2,554.50</b>	<b>83,997.73</b>	<b>86,552.23</b>

O.K. to pay

efMK

5/22/2014

05.71.0865.02

Invoice is due upon receipt.

Consent Agenda 5/3/14

APCHCKRP  
02.05.13

Thu May 29, 2014 9:38 AM

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

OPER: AKH

PAGE 1

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

1 Bank of Nebraska (600-873)

46328 Payroll Checks  
Thru 4633546336 Gap in Checks  
Thru 114616

114617	5/21/2014	292 SAM'S CLUB	45.00	**MANUAL**
114618	5/21/2014	1270 PREMIER-MIDWEST BEVERAGE CO	273.85	**MANUAL**
114619	5/21/2014	1194 QUALITY BRANDS OF OMAHA	469.90	**MANUAL**
114620	5/21/2014	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	437.00	**MANUAL**
114621	5/21/2014	4867 VAN RU CREDIT CORPORATION	45.14	**MANUAL**
114622	5/21/2014	143 THOMPSON DREESSEN & DORNER	430.00	**MANUAL**
114623	5/21/2014	3719 BRENDLE, LAURA	120.00	**MANUAL**
114624	5/23/2014	1821 PETTY CASH-PAM BUETHE	300.00	**MANUAL**
114625	6/03/2014	3348 3M	2,431.80	
114626	6/03/2014	4545 4 SEASONS AWARDS	12.30	
114627	6/03/2014	4298 AAT (US) INC	2,917.00	
114628	6/03/2014	886 ACCURATE TESTING INC	105.00	
114629	6/03/2014	2723 AKSARBEN GARAGE DOOR SVCS INC	90.00	
114630	6/03/2014	571 ALAMAR UNIFORMS	163.99	
114631	6/03/2014	819 ARMBRUST, TODD M	72.50	
114632	6/03/2014	201 BAKER & TAYLOR BOOKS	963.73	
114633	6/03/2014	849 BARONE SECURITY SYSTEMS	660.00	
114634	6/03/2014	929 BEACON BUILDING SERVICES	5,812.00	
114635	6/03/2014	5012 BIOVERSE INC	669.00	
114636	6/03/2014	196 BLACK HILLS ENERGY	2,854.07	
114637	6/03/2014	4382 BO-BO'S BOUNCY TOWN LLC	170.00	
114638	6/03/2014	56 BOB'S RADIATOR REPAIR CO INC	70.00	
114639	6/03/2014	2757 BOBCAT OF OMAHA	2,700.00	
114640	6/03/2014	830 BROWN TRAFFIC PRODUCTS INC	356.25	
114641	6/03/2014	76 BUILDERS SUPPLY CO INC	162.46	
114642	6/03/2014	2285 CENTER POINT PUBLISHING	297.78	
114643	6/03/2014	219 CENTURY LINK	1,120.46	
114644	6/03/2014	2540 CENTURY LINK BUSN SVCS	13.97	
114645	6/03/2014	3 MIKKI CHULLINO	45.35	
114646	6/03/2014	3815 CIVIC PLUS	13,450.50	
114647	6/03/2014	3126 COCA-COLA BOTTLING COMPANY	514.77	
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114649	6/03/2014	3176 COMP CHOICE INC	480.00	
114650	6/03/2014	4025 U S TOY COMPANY/CONSTRUCTIVE	365.33	
114651	6/03/2014	836 CORNHUSKER INTL TRUCKS INC	9.15	
114652	6/03/2014	2158 COX COMMUNICATIONS	.00	**CLEARED** **VOIDED**
114653	6/03/2014	2158 COX COMMUNICATIONS	.00	**CLEARED** **VOIDED**
114654	6/03/2014	2158 COX COMMUNICATIONS	352.86	
114655	6/03/2014	5013 CROUCH RECREATION	145.00	
114656	6/03/2014	4863 D & K PRODUCTS	1,014.19	
114657	6/03/2014	4981 DATASHIELD CORPORATION	3.04	
114658	6/03/2014	3132 DEARBORN NATIONAL LIFE INS CO	1,054.00	
114659	6/03/2014	632 EASTERN LIBRARY SYSTEM	30.00	

A-8

## BANK NO BANK NAME

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114661	6/03/2014	3776 ELECTRIC SPECIALTIES CO INC	85.00			
114662	6/03/2014	3205 EXPRESS ENTERPRISES	334.86			
114663	6/03/2014	1245 FILTER CARE	30.55			
114664	6/03/2014	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
114665	6/03/2014	3415 FOCUS PRINTING	6,882.47			
114666	6/03/2014	1344 GALE	97.46			
114667	6/03/2014	53 GCR TIRE CENTERS	1,663.85			
114668	6/03/2014	164 GRAINGER	518.00			
114669	6/03/2014	285 GRAYBAR ELECTRIC COMPANY INC	503.61			
114670	6/03/2014	71 GREENKEEPER COMPANY INC	469.50			
114671	6/03/2014	1044 H & H CHEVROLET LLC	25.29			
114672	6/03/2014	2407 HEIMES CORPORATION	65.91			
114673	6/03/2014	4178 HERITAGE CRYSTAL CLEAN LLC	552.00			
114674	6/03/2014	136 HUNTEL COMMUNICATIONS, INC	140.00			
114675	6/03/2014	1498 INDUSTRIAL SALES COMPANY INC	194.16			
114676	6/03/2014	4851 J & J SMALL ENGINE SERVICE	126.03			
114677	6/03/2014	1 JASPER WELLER LLC	175.00			
114678	6/03/2014	379 JOHNSON HARDWARE COMPANY	149.10			
114679	6/03/2014	1054 KLINKER, MARK A	200.00			
114680	6/03/2014	2394 KRIHA FLUID POWER CO INC	43.18			
114681	6/03/2014	80 KRIZ-DAVIS COMPANY	11.21			
114682	6/03/2014	2057 LA VISTA COMMUNITY FOUNDATION	25.00			
114683	6/03/2014	4425 LANDPORT SYSTEMS INC	125.00			
114684	6/03/2014	381 LANDS' END BUSINESS OUTFITTERS	199.95			
114685	6/03/2014	4330 LARSEN SUPPLY COMPANY	618.09			
114686	6/03/2014	4784 LIBRARY IDEAS LLC	1,707.00			
114687	6/03/2014	3138 LIBRARY STORE INC	140.53			
114688	6/03/2014	4516 LOGO LOGIX EMBROIDERY & SCREEN	240.00			
114689	6/03/2014	544 MAPA-METRO AREA PLANNING AGNCY	20.00			
114690	6/03/2014	5 BOB MCLEMORE	131.81			
114691	6/03/2014	4943 MENARDS-RALSTON	107.84			
114692	6/03/2014	3884 METRO LANDSCAPE MATERIALS &	4,480.00			
114693	6/03/2014	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
114694	6/03/2014	553 METROPOLITAN UTILITIES DIST.	1,540.23			
114695	6/03/2014	184 MID CON SYSTEMS INCORPORATED	247.30			
114696	6/03/2014	3921 MID-STATES UTILITY TRAILER	40.56			
114697	6/03/2014	1526 MIDLANDS LIGHTING & ELECTRIC	1,496.10			
114698	6/03/2014	2299 MIDWEST TAPE	911.41			
114699	6/03/2014	2683 MLB LOGISTICS	155.51			
114700	6/03/2014	2382 MONARCH OIL INC	553.00			
114701	6/03/2014	2550 MSC INDUSTRIAL SUPPLY CO	553.38			
114702	6/03/2014	4703 NEBRASKA ENVIRONMENTAL PRODS	16,971.00			
114703	6/03/2014	3303 NEBRASKA WELDING LTD	8.56			
114704	6/03/2014	408 NOBBIES INC	113.84			
114705	6/03/2014	179 NUTS AND BOLTS INCORPORATED	43.75			
114706	6/03/2014	1808 OCLC INC	182.13			
114707	6/03/2014	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
114708	6/03/2014	1014 OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
114709	6/03/2014	1014 OFFICE DEPOT INC	863.20			
114710	6/03/2014	3935 ORIENTAL TRADING COMPANY	601.43			
114711	6/03/2014	2589 PAPIO-MO RVR NRD WATERSHED	5,000.00			
114712	6/03/2014	2686 PARAMOUNT LINEN & UNIFORM	165.08			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
114713	6/03/2014	4654	PAYFLEX SYSTEMS USA INC	250.00					
114714	6/03/2014	1769	PAYLESS OFFICE PRODUCTS INC	239.92					
114715	6/03/2014	3058	PERFORMANCE CHRYSLER JEEP	754.68					
114716	6/03/2014	1821	PETTY CASH-PAM BUETHE	.00	**CLEARED**	**VOIDED**			
114717	6/03/2014	1821	PETTY CASH-PAM BUETHE	388.67					
114718	6/03/2014	5016	PHILLIPS HARDWOOD FLOORS OF NE	12,197.60					
114719	6/03/2014	74	PITNEY BOWES INC-PA	204.00					
114720	6/03/2014	1784	PLAINS EQUIPMENT GROUP	2,323.11					
114721	6/03/2014	4562	JOE PUTJENTER	1,500.00					
114722	6/03/2014	1713	QUALITY AUTO REPAIR & TOWING	107.00					
114723	6/03/2014	191	READY MIXED CONCRETE COMPANY	2,112.55					
114724	6/03/2014	487	SAPP BROS PETROLEUM INC	10,564.90					
114725	6/03/2014	2240	SARPY COUNTY COURTHOUSE	3,960.21					
114726	6/03/2014	168	SARPY COUNTY LANDFILL	71.06					
114727	6/03/2014	1652	SCHOLASTIC BOOK FAIRS	1,591.48					
114728	6/03/2014	503	SCHOLASTIC LIBRARY PUBLISHING	557.00					
114729	6/03/2014	4836	SEFFRON, RANDY	120.00					
114730	6/03/2014	738	SIGN IT	100.00					
114731	6/03/2014	4272	SOLBERG, CHRISTOPHER	37.68					
114732	6/03/2014	3838	SPRINT	119.97					
114733	6/03/2014	505	STANDARD HEATING AND AIR COND	145.00					
114734	6/03/2014	6	STATE FARM INSURANCE	527.64					
114735	6/03/2014	3069	STATE STEEL OF OMAHA	82.20					
114736	6/03/2014	3795	SUN COUNTRY DISTRIBUTING LTD	54.50					
114737	6/03/2014	807	SUPERIOR SPA & POOL	49.99					
114738	6/03/2014	1150	SUTPHEN CORPORATION	86.50					
114739	6/03/2014	913	TARGET BANK	90.78					
114740	6/03/2014	264	TED'S MOWER SALES & SERVICE	61.29					
114741	6/03/2014	961	TELKE'S SANDWICHES	81.33					
114742	6/03/2014	4601	TIGHTON FASTENER & SUPPLY INC	49.99					
114743	6/03/2014	2426	UNITED PARCEL SERVICE	14.06					
114744	6/03/2014	3729	UNIVERSITY OF NEBRASKA LINCOLN	100.00					
114745	6/03/2014	4632	UPS STORE	62.77					
114746	6/03/2014	4640	USB SEWER EQUIPMENT CORP	4,308.50					
114747	6/03/2014	4	NADIA VENTURA	431.18					
114748	6/03/2014	809	VERIZON WIRELESS	540.09					
114749	6/03/2014	809	VERIZON WIRELESS	172.15					
114750	6/03/2014	3413	VERNON COMPANY	500.85					
114751	6/03/2014	766	VIERREGGER ELECTRIC COMPANY	1,375.00					
114752	6/03/2014	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**			
114753	6/03/2014	1174	WAL-MART COMMUNITY BRC	823.57					
114754	6/03/2014	3150	WHITE CAP CONSTR SUPPLY/HDS	305.96					
114755	6/03/2014	968	WICK'S STERLING TRUCKS INC	46.97					
114756	6/03/2014	295	ZEE MEDICAL SERVICE INC	555.60					

1009001 Payroll Checks

Thru 1026601

BANK TOTAL	139,555.52
OUTSTANDING	139,555.52
CLEARED	.00
VOIDED	.00

APCHCKRP  
02.05.13

Thu May 29, 2014 9:38 AM

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

OPER: AKH

PAGE 4

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	82,901.24	82,901.24	.00	.00
02 SEWER FUND	38,042.18	38,042.18	.00	.00
05 CONSTRUCTION	430.00	430.00	.00	.00
08 LOTTERY FUND	5,268.71	5,268.71	.00	.00
09 GOLF COURSE FUND	8,183.84	8,183.84	.00	.00
15 OFF-STREET PARKING	4,729.55	4,729.55	.00	.00
REPORT TOTAL		139,555.52		
OUTSTANDING		139,555.52		
CLEARED		.00		
VOIDED		.00		
+ Gross Payroll 5/23/14		<u>249,918.36</u>		
GRAND TOTAL		<u>\$389,473.88</u>		

APPROVED BY COUNCIL MEMBERS 06/03/14

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 3, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADDITIONAL ½ PERCENT SALES TAX	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

The official results of the referendum have been received showing voter approval of an additional ½ percent sales and use tax. Ordinances have been prepared authorizing an additional ½ percent sales and use tax to be imposed on October 1, 2014; and to amend the La Vista Municipal Code to reflect the 2 percent total sales and use tax.

**FISCAL IMPACT**

The ½ percent local option sales and use tax is estimated to generate annual revenue of \$1.1 for the Redevelopment Fund.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In December of 1984, the City established a one percent local option sales tax which continues in perpetuity and funds are used for the day to day cost of providing city services, such as police, fire, and public works.

On June 19, 1990, the City Council adopted Ordinance 504 authorizing an additional one-half of one percent (½%) local option sales tax, following a successful referendum. The additional one-half of one percent local option sales tax included a “sunset” or end date of July 31, 2000. Those funds were dedicated by the City Council to be used for street improvements and other capital expenditures.

On January 19, 1999, the City Council adopted Ordinance 759 continuing the additional one-half of one percent (½%) local option sales and use tax following another successful referendum by special election on November 3, 1998, which included a “sunset” date of July 1, 2010. (*Original sunset date of July 31, 2010 was amended in November, 2000 to reflect state regulation that it must sunset on the first day of a calendar quarter.*) On August 19, 2008 the City Council adopted Ordinance 1071 to continue the ½% sales and use tax again based on the successful referendum on the May 2008 primary election ballot. This sunsets on July 1, 2025.

In 2012 the Nebraska Legislature passed LB 357 which would allow La Vista to increase the local option sales and use tax by one-half of one percent if approved by voters to fund public infrastructure projects or voter-approved infrastructure related to an economic development program.

On May 13, 2014 the voters of La Vista approved an additional one-half of one percent (1/2%) local option sales and use tax for use in the redevelopment of 84<sup>th</sup> Street.

# State of Nebraska

## County of Sarpy

To: City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Attn: Pam Buethe

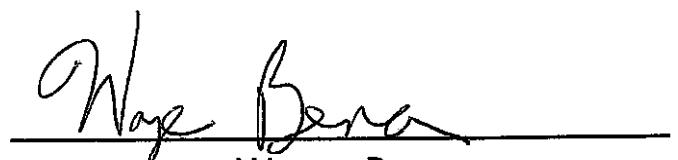
I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following is a true and complete extract or copy of the abstract of the votes cast at the election held May 13, 2014, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

### CITY OF LA VISTA – Increase Sales and Use Tax Issue

CHOICE	VOTES
Yes	1186
No	767

I also certify that the City of La Vista has not had an election to impose a city sales and use tax that has failed within the previous 23 months.

Witness my hand and official seal this 28th day of May 2014.



Wayne Bena  
Sarpy County Election Commissioner

ORDINANCE NO. 1215

AN ORDINANCE IMPOSING AN ADDITIONAL CITY SALES AND USE TAX AT THE RATE OF ONE-HALF OF ONE PERCENT (1/2%), INCREASING THE TOTAL CITY SALES AND USE TAX RATE FROM ONE AND ONE-HALF PERCENT (1 ½ %) TO TWO PERCENT (2%) AND APPROVING RELATED ACTIONS; AND TO PROVIDE FOR SEVERABILITY AND EFFECTIVE DATE.

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

Section 1. Findings. The Mayor and City Council make, adopt and approve the following findings:

1. On November 20, 1984, the governing body of the City of La Vista passed Ordinance No. 363, imposing a perpetual one percent (1%) City sales and use tax on all transactions within the City of La Vista on which the State of Nebraska is authorized to impose a tax, which sales and use tax took effect on April 1, 1985; and
2. On June 19, 1990, the governing body of the City of La Vista passed Ordinance No. 504, imposing an additional sales and use tax of one-half of one percent (½%), effective October 1, 1990 and continuing until July 31, 2000 (July 1, 2000 per Neb. Rev. Stat. §77-27,143); and
3. On January 19, 1999, the governing body of the City of La Vista passed Ordinance No. 759, imposing for another ten year period the additional sales and use tax of one-half of one percent (½%), effective August 1, 2000 and continuing until July 31, 2010 (July 1, 2010 pursuant to Ordinance No. 822B); and
4. The governing body of the City on August 19, 2008 after voter approval passed Ordinance No. 1071 imposing for another fifteen years the additional sales and use tax of one-half of one percent (1/2%), continuing until July 1, 2025 unless an extension is approved by the qualified electors of the City pursuant to the Local Option Revenue Act; and
5. The City, upon the affirmative vote of at least 70% of all of the members of the governing body of the City of La Vista and within the prescribed time and manner, certified and submitted to qualified electors at the primary election held within the City on May 13, 2014 a ballot question in accordance with applicable law proposing to increase the City sales and use tax by an additional one-half of one percent (1/2%), resulting in a rate greater than one and one-half percent (1 ½ %), and specifically increasing the total City sales and use tax rate from one and one-half percent (1 ½ %) to two percent (2%); and
6. A majority of the qualified electors by votes cast upon such question approved and were in favor of such additional tax and increasing the City sales and use tax by an additional one-half of one percent (1/2 %) from one and one-half percent (1 ½ %) to two percent (2%); and consequently the governing body of the City shall be empowered and desires by this Ordinance to forthwith proceed and impose the additional tax and increase the local sales and use tax rate by an additional one-half of one percent (1/2 %) from one and one-half percent (1 ½ %) to two percent (2%) pursuant to the Nebraska Local Option Revenue Act, with all revenues generated by the additional one-half of one percent (1/2 %) to be used for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area; and
7. The City, pursuant to Neb. Rev. Stat. Section 77-27,142(3), is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act with a political subdivision within the municipality or the county in which the municipality is located creating a separate legal or administrative entity relating to a public infrastructure project; specifically being the interlocal cooperation agreement among the Cities of La Vista and Papillion and Papillion Rural Fire Protection District, including benchmarks, for the long term development of unified governance of public infrastructure projects, specifically as relating to the cooperative use of public buildings and capital equipment to provide fire department and emergency medical services for the joint and mutual benefit and protection of said Cities and District. The separate legal or administrative entity was not in existence for one calendar year preceding the submission of the additional sales and use tax ballot question to voters.

Section 2. Imposition of Tax. There is hereby imposed and levied for the benefit of the City of La Vista an additional sales and use tax at the rate of one-half of one percent (1/2 %), thereby increasing the total City sales and use tax rate from one and one-half percent (1 ½ %) to two percent (2%), upon the same transactions that are sourced under the provisions of Neb. Rev. Stat.

Sections 77-2703.01 to 77-2703.04 within the corporate limits of the City, as constituted from time to time, on which the State of Nebraska is authorized to impose a tax pursuant to the Nebraska Revenue Act of 1967, as amended from time to time.

**Section 3. Effective Date.** Said rate increase and additional one-half of one percent (1/2 %) sales and use tax adopted, approved and imposed by this Ordinance shall be effective and apply to all taxable transactions within the City, as constituted from time to time, on and after October 1, 2014, or as otherwise required by Neb. Rev. Stat. Section 77-27,143, and continue for a period of ten years after its effective date, unless bonds at any time are issued and some or all of the additional revenues from this additional tax are pledged for payment of said bonds, in which case the increased sales and use tax rate of an additional one-half of one percent (1/2%) shall remain in effect and additional revenues will be collected until payment in full of said bonds and any refunding bonds, whichever date is later.

**Section 4. Use of Proceeds.** Additional revenues collected from increasing the sales and use tax rate an additional one-half of one percent (1/2 %) pursuant to this Ordinance shall be used to fund in whole or in part and pay costs of "public infrastructure projects," as defined in Nebraska Statutes, Section 77-27,142, within the 84<sup>th</sup> Street Redevelopment Area.

**Section 5. Administration.** Administration of the additional sales and use tax imposed by this Ordinance shall be as provided in the Local Option Revenue Act, Sections 77-27,142 through 77-27,148.

**Section 6. Preexisting Sales and Use Taxes.** The one and one-half percent (1 1/2%) sales and use taxes previously imposed and in effect pursuant to Ordinances No. 363 and No. 1071 each shall remain in effect and governed by said Ordinances, in addition to the additional one-half of one percent (1/2%) imposed and governed by this Ordinance.

**Section 7. Further Actions.** The City Clerk or other proper person shall be authorized to attest to and furnish a certified copy of this Ordinance and any other documents or instruments to the Tax Commissioner or any other party as required or appropriate. The City Administrator or City Administrator's designee shall be authorized to take any other actions as the City Administrator determines necessary or appropriate to carry out the actions approved in this Ordinance.

**Section 8. Severability Clause.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of the Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**Section 9. Effective Date.** This Ordinance shall take effect and be fully enacted upon passage, approval and publication as provided by law. The additional tax hereby imposed shall take effect as provided in Section 3 hereof.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

ORDINANCE NO. 1216

AN ORDINANCE AMENDING LA VISTA MUNICIPAL CODE SECTION 35.30 TO COINCIDE WITH ORDINANCE NO. 1215 AND THE ADDITIONAL CITY SALES AND USE TAX IMPOSED BY SAID ORDINANCE AT THE RATE OF ONE-HALF OF ONE PERCENT (1/2%), INCREASING THE TOTAL CITY SALES AND USE TAX RATE FROM ONE AND ONE-HALF PERCENT (1 1/2 %) TO TWO PERCENT (2%); TO REPEAL SECTION 35.30 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Section 1. Amend Section 35.30. Section 35.30 of the La Vista Municipal Code is hereby amended by deleting and replacing it in its entirety with the following:

"35.30. Imposition. A local option sales and use tax is imposed and levied for the benefit of the City at a total rate of 2% upon the same transactions that are sourced under the provisions of applicable Nebraska statutes within the corporate limits of the City, as constituted from time to time, on which the State of Nebraska is authorized to impose a tax pursuant to the Nebraska Revenue Act of 1967, as amended from time to time, which 2% tax shall be comprised of the following components:

- (1) One percent (1%) City sales and use tax originally effective on or about April 1, 1985 and continuing in perpetuity;
- (2) Additional one-half of one percent (1/2%) City sales and use tax originally effective on or about October 1, 1990 and continuing in effect until July 1, 2025; and
- (3) Additional one-half of one percent (1/2%) City sales and use tax effective October 1 2014, or as otherwise required by Neb. Rev. Stat. Section 77-27,143, and continuing for a period of 10 years after said effective date, unless bonds at any time are issued and some or all of the additional revenues from this additional tax are pledged for payment of said bonds, in which case the increased sales and use tax rate and additional tax of an additional one-half of one percent (1/2%) shall remain in effect and additional revenues collected until payment in full of said bonds and any refunding bonds, whichever is later.

Additional local option sales and use taxes described in subsections (2) and (3) above each shall be subject to any extensions or other modifications from time to time adopted or approved by the City in accordance with applicable law, without regard to whether or not this Section 35.30 also is revised to incorporate or otherwise reflect said extension or other modification."

Section 2. Repeal 35.30 Previously Enacted. Section 35.30 as previously enacted is hereby repealed.

Section 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of the Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 4. Effective Date. This Ordinance shall take effect and be fully enacted upon passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 3, 2014**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND MUNICIPAL RETIREMENT PLANS	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the retirement plan for police officers and a resolution has been prepared to amend the retirement plan for general employees.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

As part of the City's recent reorganization plan, the position of Administrative Services Director was created and ultimately Kevin Pokorny, who currently serves as a Captain in the City's Police Department, accepted the position. Under the terms of the employment agreement between the City and Pokorny, he will remain a participant in the police officers pension plan during the time that he is on leave of absence from the department and transitioning into his new position. The police pension plan is being amended to allow for that. When the leave of absence is up, Pokorny will become a part of the general employee pension plan. That plan is being amended to ensure that his time of service as a police officer will apply to the civilian plan and he will be fully vested upon transferring.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA GENERAL EMPLOYEES DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.**

BE IT RESOLVED, that the following actions are hereby adopted and approved:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and City Council of the City of La Vista maintain the City of La Vista General Employees Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan, and specifically to revise provisions of the adoption agreement to credit for vesting purposes all service with the City, including service before beginning work covered by the Plan, and to limit contributions to compensation earned for the part of the year that a participant actually participates in the Plan, which amendment is presented with this Resolution ("Amendment No. 1").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment No. 1.

SECTION 4. The Mayor is authorized to execute Amendment No. 1 on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Amendment No. 1 to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to Amendment No. 1 and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2014.

CITY OF LA VISTA, NEBRASKA

---

Douglas D. Kindig, Mayor

ATTEST:

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Pamela A. Buethe, City Clerk

CITY OF LA VISTA GENERAL EMPLOYEES  
DEFINED CONTRIBUTION PENSION PLAN AND TRUST

Amendment No. 1

The City of La Vista General Employees Defined Contribution Pension Plan and Trust is hereby amended as follows:

I. Section E(9) of the Adoption Agreement is deleted and replaced in its entirety with the following effective June 1, 2014:

“(9) If an Employee participates in the Plan for only a portion of the year, his Recognized Compensation for the year [check one]:

       shall

X shall not

include otherwise Recognized Compensation during the portion of the year during which he was not a Participant in the Plan.”

II. Section I(2)(b)(i) is deleted and replaced in its entirety with the following:

X (i) Four Year Vesting (effective January 1, 2005)\*:

When the Participant Has Completed  
the Following Vesting Service:

The Vested Portion of  
His Regular Account  
Will Be:

Less than 4 years	<u>0%</u>
4 years but less than 5 years	<u>40%</u>
5 years but less than 6 years	<u>50%</u>
6 years but less than 7 years	<u>75%</u>
7 years or more	<u>100%</u>

\* Before January 1, 2005, the vesting schedule was Ten Year Vesting below. For purposes of determining years of Vesting Service on and after June 1, 2014, all service of an Employee for the City shall be counted and included, including service before becoming a Participant in the Plan.”

III. This Amendment No. 1 supersedes any provisions of the Plan to the extent inconsistent with the provisions of this Amendment.

This amendment is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF LA VISTA, a Nebraska municipality

By:

Douglas D. Kindig, Mayor

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.**

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

**SECTION 1.** Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019 ("Police Retirement Plan Statutes"), the City maintains the City of La Vista Police Officers Retirement Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof ("Plan").

**SECTION 2.** The Mayor and City Council are authorized and desire to amend the Plan, and specifically to revise provisions of the adoption agreement to provide for continued participation in the Plan of any police officer on temporary assignment in the employment of the City other than in the police department, which amendment is presented with this Ordinance ("Amendment No. 1").

**SECTION 3.** The Mayor and City Council do hereby approve and adopt said Amendment No. 1.

**SECTION 4.** The Mayor is authorized to execute Amendment No.1 on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Amendment No. 1 to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to Amendment No. 1 and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

**SECTION 5.** All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

**SECTION 6.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION 7.** This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2014.

CITY OF LA VISTA, NEBRASKA

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Douglas D. Kindig, Mayor

ATTEST:

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Pamela A. Buethe, City Clerk

CITY OF LA VISTA  
POLICE OFFICERS RETIREMENT PLAN AND TRUST

Amendment No. 1

The City of La Vista Police Officers Retirement Plan and Trust is hereby amended as follows:

- I. Section B(5) of the Adoption Agreement is deleted and replaced in its entirety with the following:

(5) **Recognized Employment.** Recognized Employment is service in the employment of the City in those job classifications indicated below (*place "X" on blank(s) indicating selection*): [Section 1.1.30]

(a) All Employees of the City employed as police officers. Effective June 1, 2014:

(1) Recognized Employment for purposes of this Plan shall include any police officer on leave of absence from the police department while working on temporary assignment in the employment of the City other than as a police officer for the police department of the City, as approved by the City Administrator with concurrence of the Police Chief in accordance with applicable law ("Leave of Absence"). A police officer on Leave of Absence shall continue to fully participate in this Plan with respect to any employment with the City while on said Leave of Absence; and

(2) If a Participant who is working as a police officer and in Recognized Employment credited under this Plan ceases said work and Recognized Employment and transfers to and begins working in any other position of employment with the City, other than pursuant to a Leave of Absence:

(i) The Participant shall cease participating in this Plan and shall be eligible to participate in any other retirement plan in which a person working in said new position of employment is eligible to participate.

(ii) However, said transfer to a new position of employment within the City during a period of continuous, uninterrupted employment with the City otherwise shall not constitute a termination, severance or separation of or from employment or service with the City for purposes of this Plan, including without limitation, for purposes of triggering eligibility for obtaining a distribution from this Plan; and

(iii) Amounts held under this Plan for the benefit of said Participant shall continue to be held for the benefit of the Participant until the Participant's death, disability or other separation from service with the City and distribution in accordance with this Plan and applicable law, regulations and other guidance.

— (b) All Employees of the City employed as fire fighters.

— (c) All Employees of the City as that term is defined in Section 1.1.10.

— (d) All common law Employees of the City.

— (e) Salaried Employees of the City.

— (f) Hourly Employees of the City.

— (g) Employees who are not covered by any retirement plan established by the City.

(h) Other *specify*): \_\_\_\_\_

II. This Amendment No. 1 supersedes any provisions of the Plan to the extent inconsistent with the provisions of this Amendment.

This amendment is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF LA VISTA, a Nebraska municipality

By: \_\_\_\_\_  
Douglas D. Kindig, Mayor

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 3, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT OF THE PAPILLION CREEK WATERSHED PARTNERSHIP INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN – CITY ENGINEER/ ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute Papillion Creek Watershed Partnership Interlocal Agreement. The agreement shall become effective upon execution by all partnership members.

**FISCAL IMPACT**

The contribution breakdown for the Partnership is illustrated in exhibit "D" of the agreement. The City of La Vista's contribution has not changed from the prior five years and will be \$5,000 annually for the 5 year term of the renewed Interlocal agreement.

**RECOMMENDATION**

Approval

**BACKGROUND**

The partnership, comprised of governmental entities situated in whole or in part within the Papillion Creek Watershed, originally was formed through an Interlocal Cooperation Act Agreement dated August 1, 2001 and was amended on July 31, 2004, and once again on October 8, 2009.

As a result of a regional effort to establish a plan for management of water quality and flood control in the Papillion Creek watershed, the City entered into an Interlocal Agreement in 2001, renewing it in 2004 and 2009. The current agreement is about to expire. Since 2009, La Vista has continued to work with regional stakeholders through the Papillion Creek Watershed Partnership (PCWP) to review the policies that were originally adopted, update the Watershed Management Plan and develop a new specific five year Implementation Plan. As part of the renewal of the Interlocal Agreement that defines the PCWP and its mission, the member communities (Bellevue, Boystown, Gretna, La Vista, Omaha, Papio-Missouri River NRD, Papillion, Ralston, and Sarpy County) are being asked to adopt the revised implementation plans. No changes to the policies were recommended.

1. Master Plan Amendments:

a. Changes to the Watershed Management Plan

The map on Exhibit E has been updated to reflect the construction since 2009 of the regional reservoirs WP-5 and DS-15A.

1  
2  
3

Status of 2009 Implementation Plan for Years 2011-2013		
Original Structure Name	Changes From 2009 Plan	Current Status
WP-RB5	Renamed to WP-5	Under Construction; Est. June 2014 Completion
WQ-RB5-1	Revised to Two Basins: WQ-WP-5N and WQ-WP-5S	Under Construction; Est. June 2014 Completion
DS-15A	None	Under Design; Est. Fall 2014 Construction Start and 2015 Completion.
WQ-15A-1	Revised to One Basin: WQ-15A	
WQ-15A-2		
WQ-Zorinsky 1	None	Design Complete; Est. 2014 Construction Start and Completion
WQ-CL-6	Not constructed Due to Lack of Development Interest	Deferred

b. New 5-year Implementation Management Plan

The map on Exhibit F shows the approximate locations of elements of the Watershed Management Plan that the Partnership recommends for design and construction between 2014 and 2018. Those elements have an estimated total cost of \$18M and are comprised of 2 regional detention basins. The intent is that the Implementation Management Plan be reviewed and updated in 3- to 5-year increments and that the Interlocal Agreement be amended to reflect additional phases of work as they are needed.

2. Implementation:

In addition to the execution of the extension of the Interlocal Agreement, the Master Fee Schedule will need to be amended to be consistent with the rate schedule for the Papio-Missouri River NRD fiscal years 2014-2018. The rate structure needed to be adjusted to meet the goal of 1/3 of structural project costs being funded through the Watershed Fees and 2/3 of structural projects costs being funded by the NRD and to provide for inflation moving forward. The Master Fee Schedule will be revised after approval of the Interlocal Agreement by all partnership members.

**ANALYSIS**

The intent of the PCWP is to establish regionally common goals and development standards to address storm water quality and quantity issues in a consistent, effective and efficient manner.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PAPILLION CREEK WATERSHED PARTNERSHIP INTERLOCAL AGREEMENT.

WHEREAS, the City Council of the City of La Vista has determined that said Watershed Partnership is necessary; and

WHEREAS, the FY 13/14 Sewer Fund budget contains funding for the city's contribution; and

WHEREAS, this amendment to the grant provides changes to the Watershed Management Plan; and

WHEREAS, the city's master fee schedule will be amended to be consistent with the rate schedule for the Papio-Missouri River NRD fiscal years 2014-2018; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Amendment to the Papillion Creek Watershed Partnership Interlocal Agreement.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

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Amendment of the Papillion Creek Watershed  
Partnership Interlocal Agreement.doc

**INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP**

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**THIS INTERLOCAL COOPERATION ACT AGREEMENT** (hereinafter referred to as "**this Agreement**") is intended to create a voluntary mechanism for the purpose of addressing important subjects of concern to the interested governments (hereinafter referred to as "**the Interested Governments**") situated in whole or part within the watershed of the Papillion Creek (hereinafter referred to as "**the Watershed**"), the Interested Governments consisting of the following governmental entities, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **VILLAGE OF BOYS TOWN**, Nebraska; the **CITY OF GRETNNA**, Nebraska; the **CITY OF LAVISTA**, Nebraska; the **CITY OF OMAHA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF RALSTON**, Nebraska; the **COUNTY OF SARPY**, Nebraska; and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**; provided, however, this Agreement is made and entered as an Interlocal Cooperation Act Agreement by and among only those of the Interested Governments which have duly executed this Agreement at the foot hereof, such signatory entities (hereinafter referred to collectively as "**the Parties**," "**the Papillion Creek Watershed Partnership**" or "**the Partnership**"), thus signifying the intent of the Parties to act, and contribute their resources, as members of the "**Papillion Creek Watershed Partnership**," which is hereinafter defined and described.

**WHEREAS**, the Partnership originally was formed through an Interlocal Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as the "**Initial Agreement**"), and expiring on July 31, 2004. An Interlocal

Cooperation Act Agreement for Continuation of the Papillion Creek Watershed Partnership was approved by the Parties in 2004 and 2009, effective July 1, 2004 and July 1, 2009 respectively, for a period of five years from and after their effective date.

**WHEREAS**, the Partnership has accomplished the assessment of existing water quality and quantity conditions, the cooperative preparation of NPDES Phase II Permit applications, the submittal of multiple grant applications, the analysis of additional flood control and the support of storm water utility legislation. The Partnership coordinated these issues at monthly meetings of its members' representatives. The progress of Partnership activities was presented to the public at meetings and on a website ([www.papiopartnership.org](http://www.papiopartnership.org));

**WHEREAS**, the Partnership was instrumental in the preparation of the "Partnership NPDES Phase II Storm Water Management Plan" for the Watershed, (hereinafter referred to as the "**SWMP**") a true and correct copy of which is attached to this Agreement as **Exhibit "A"** and incorporated herein by this reference;

**WHEREAS**, by the members of the Partnership continuing to act in concert and proposing, enacting and implementing common standards, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly in the capability to implement the SWMP and to address federally-imposed requirements and mandates which are imminent and which must be funded locally;

**WHEREAS**, other premises that justify the continuation of the Partnership still exist, including, without limitation, that:

- The Papillion Creek does not meet water quality standards specified by the State of Nebraska;

- The City of Omaha has a current Federal mandate to reduce combined sewer overflows;
- The Watershed has not had a major widespread storm event since the 1960's;
- The hydrology of the Watershed for the Flood Insurance Study will continue to need to be updated;
- Urbanization of the Watershed and associated impervious area have increased dramatically since the 60's and 70's;
- Deposition is occurring in Watershed reservoirs at unacceptable rates;
- Currently there is inadequate funding to address storm water quantity and water quality problems within the Watershed;
- The benefits of reducing existing and future flood impacts in the Watershed include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, decreased cost to taxpayers and public agencies for flood disaster relief;
- Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements, reduction of reservoir operation and maintenance costs; and improved aesthetics;
- Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;
- Techniques which could be employed by the Partnership include: implementation of low impact development techniques and other green infrastructure to address stormwater quality and quantity issues;

facilitation of multi-use storm water structures; pursuing establishment of stormwater utility enabling legislation; minimization of future fill and construction in the FEMA-designated floodplain/floodway in the Papillion Creek Watershed; implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions; updating hydrology to 2001 and 2040; formulating a master drainage plan for the Watershed; providing adequate construction and maintenance funding; buy-outs/relocations of structures in flood prone areas; providing increased upstream flood storage; enhancing public education and outreach; implementation of new construction site management practices; development of new development/redevelopment standards; implementation of an illicit discharge program; enhance environmental aspects of public street maintenance; reducing the environmental impacts of herbicide, pesticide, and fertilizer application; developing a water quality and quantity monitoring program; developing an industrial site inspection program; construction of retention/detention ponds designed for both water quantity and quality; restoration, creation and enhancement of wetlands; preservation of riparian areas; environmental restoration of streams; creation of buffer strips; use of grassed swales for drainageways; updating of design and construction standards; application of standardized ordinances/regulations throughout the Watershed; and, implementation of new set back ordinance/regulation and open drainage requirements;

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction;

- Continuation of a coordinated effort will improve compliance with federal, state, and local regulations,

**WHEREAS**, in carrying out its mission, the Partnership will work cooperatively with, but not limited to, the U.S. Army Corps of Engineers, the Metropolitan Area Planning Agency, the USDA Natural Resources Conservation Service, the Nebraska Game and Parks Commission, the Nebraska Department of Environmental Quality, the Nebraska Department of Natural Resources, the University of Nebraska, the University of Nebraska Cooperative Extension, and State and County Health Departments,

**WHEREAS**, as part of implementing the federally-imposed NPDES requirements where necessary, and to address stormwater management on a watershed-wide basis, a Watershed Management Plan, Implementation Plan and Stormwater Management Policies (hereinafter referred to collectively as the “**Plans and Policies**”) were developed through a community-based process involving the development community, Partnership members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Plans and Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality
- #2 Peak Flow Reduction
- #3 Landscape Preservation, Restoration, and Conservation
- #4 Erosion and Sediment Control and Other BMPs
- #5 Floodplain Management
- #6 Storm Water Management Financing

and the texts of the Stormwater Management Policies are attached hereto as **Exhibit “B”** and incorporated herein by this reference.

**WHEREAS**, The Plans and Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use review and adoption processes (typically reviewed by a Planning Commission or Board and then review and adoption by the elected Board or Council); provided this agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

**NOW, THEREFORE**, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the members of the Partnership agree as follows:

- 1. Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.
- 2. Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed by establishing and implementing regionally common goals and standards for the development of the Watershed through 2040.
- 3. Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect and intend that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such land areas as though they were located physically within the Watershed unless specifically excluded by the respective partnership member.
- 4. Goals:** The Partnership shall have as its goals:

- a) Assisting the parties that have NPDES stormwater permits in the implementation of those elements of the SWMP and other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;
- b) Compliance with Federal, State, and local storm water quality and quantity regulations;
- c) Improvement of water quality in the Watershed's streams and reservoirs;
- d) Increased water-based recreational opportunities that result from water quality improvements in existing streams and reservoirs and associated improvements in quality of life;
- e) Standardization of the construction development process and evaluation of its effectiveness;
- f) Assessment and characterization of current water quality and quantity conditions for the watershed;
- g) Storm Water Management Plan update;
- h) Environmental compliance;
- i) Sediment and erosion control;
- j) Floodplain management; and,
- k) Development of and updates to the Plans and Policies.

5. **Executive Committee:** The members of the Partnership shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership. Each representative shall have one vote and all actions of the Executive Committee shall require a recorded vote. A quorum (at least 50% of members) must be present for any action requiring a vote. Unless otherwise specified, a simple majority of those members present shall be required for approval of any proposed

action. It is understood that the authority of each Executive Committee member to act on behalf of his/her respective elected board or council shall be defined by that member's respective board or council.

6. **Administering Agent:** The Executive Committee designates the Papio-Missouri River Natural Resources District (hereinafter referred to as the “NRD”), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent serves at the pleasure of the Executive Committee and performs duties assigned by the Executive Committee, which may include, without limitation:
  - a) Seeking any state legislation which a majority of the parties to this Agreement determine necessary to support the work of the Partnership;
  - b) Designating such personnel and assistance which shall be deemed desirable to support the work of the Partnership;
  - c) Preparing, presenting and distributing educational materials;
  - d) Organizing meetings of members of the Partnership and interested persons to share knowledge and compare projects and programs of all involved;
  - e) In July of each year, set meetings for one year and post those meeting dates to the Partnership website and email to the Partnership members and others.
  - f) Prepare written minutes of the action items and record votes for each meeting.
  - g) Post Partnership meeting agendas 7 days prior to meeting date on Partnership website. Action items involving an expenditure of funds may not be added to an agenda following its posting.

- h)** Preparing reports on the work of the Partnership;
  - i)** Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Partnership;
  - j)** Holding and maintaining the Partnership Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the members of the Partnership, all as the Executive Committee directs;
  - k)** Disbursing the Partnership Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Provided, however, and notwithstanding any provisions of this agreement to the contrary, when a member of the Partnership is acting as the Administering Agent under this Agreement and administering the directions, recommendations and requests of the Executive Committee, the governing body of the Administering Agent has the authority to make such determinations and take and implement such actions as such governing body, in its sole discretion, determines lawful, feasible and reasonable.

- 7. Implementation.** The Partnership intends and agrees that the elements of the SWMP, the Plans and Policies, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:

- a)** Responsibility for implementation of an element of the SWMP therein identified solely for individual action by a Partner will rest with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the SWMP and the Plans and Policies will be adopted by each member of the Partnership as appropriate. The provisions of such regulations or ordinances shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply. This agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.
- b)** Subject to the availability of funds, implementation of those elements of the SWMP therein identified for action by the Partnership or individual partners and identified in the table attached hereto as **Exhibit “C”** and incorporated herein by reference shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a member of the Partnership of a primary duty imposed upon such member by law or regulation.
- c)** Any elements of the SWMP, alternatively, may be voluntarily undertaken by the Partnership collectively if the Executive Committee determines that such course of action is reasonable and feasible.
- d)** If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.

**8. Funding:** Funding shall be administered as follows:

- a)** The Partnership Fund, established by the Initial Agreement, shall continue to be held by the Administering Agent in an interest-bearing account in trust for the members contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Partnership Fund shall be funded and administered as follows:
  - i)** On or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Partnership Fund in the amount shown, opposite such member's name, in the second column of the table attached hereto as **Exhibit "D"** and incorporated herein by reference (such amount hereinafter being referred to as the "**Maximum Annual Contribution**" for such member). For subsequent years during the term of this Agreement, the Administering Agent shall request annual contributions from the members of the Partnership in the amounts necessary to carry out the work of the Partnership, the amounts of such subsequent-year contributions to be determined by the Administering Agent prior to the first day of June of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These subsequent-year contributions shall be proportional to such

members' first year contributions to the Partnership Fund, provided, however, in no case shall any such requested annual contribution exceed the amount of such member's Maximum Annual Contribution.

- ii) Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership written statements of the condition of the Partnership Fund.
- iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the members of the Partnership under this Agreement.
- iv) If any member of the Partnership fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.

**b)** The Watershed Fund shall be comprised of Watershed Management Fees and NRD general property tax dollars to equitably distribute the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the watershed and to the general public. Based on an initial framework and rates set for Watershed Management Fees (hereinafter referred to as "**Watershed Fees**") defined in Policy Group #6 in the Stormwater Management Policies, the Partnership

does hereby agree to implement the Watershed Management Plan and Implementation Plan, , attached hereto as **Exhibit “E”** and **Exhibit “F”** respectively, and both incorporated herein by reference, or as may be amended in three (3) to five (5) year increments through provisions in this Agreement, as follows:

- i) The cities of BELLEVUE, GRETNA, LAVISTA, OMAHA, PAPILLION and RALSTON, and the County of SARPY (all hereinafter referred to collectively as “**zoning jurisdictions**”) agree to collect Watershed Fees from new development or significant redevelopment within the Papillion Creek Watershed, such Watershed Fees to be collected and earmarked specifically for construction of regional detention structures and water quality basins, as follows, to-wit:
  - a) Each zoning jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees, according to Exhibit G or as specified in a previous agreement, for new development and significant redevelopment and authorizing the transfer of such fees to the NRD, consistent with the provisions of this Agreement. Developing subdivisions platted prior to 2009 may be exempt from collection of Watershed Fees.
  - b)
  - c) On or before July 1<sup>st</sup> of each calendar year, each zoning jurisdiction shall remit to the NRD the Watershed Fees paid to or collected by such zoning jurisdiction on or before June 1<sup>st</sup> of such calendar year. Such Watershed Fees received by the NRD shall be held by the NRD in a

separate, interest-bearing account, to be known as the “Watershed Fund,” in trust for the members of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for construction by the NRD of regional detention structures and water quality basins and expended by the NRD as further provided in this Agreement.

- d) Each zoning jurisdiction shall, in general, adopt a framework consisting of three Watershed Fee classifications, to-wit:
  - (1) “Single Family Residential Development” (generally consisting of single-family and multi-family dwelling units up to 4-plexes, or as otherwise determined by the zoning jurisdiction). It is assumed that the density of single family development will be 3.5 residential units per acre. Watershed Fees shall be assessed per dwelling unit or equivalent prorated average area of lot basis; as shown in the table in Exhibit G and,
  - (2) “High-Density Multi-Family Residential Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density development) shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the

potential to generate stormwater surface runoff. Such “High-Density Development” Watershed Fees shall be 1.25 times “Single Family Residential Development” Watershed Fees when considered on an estimated dwelling unit per gross acre basis.

- (3) Commercial/Industrial Development shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial Watershed Fees shall be 1.5 times “Single Family Residential Development.”
- e) At approximately three (3) to five (5) year intervals, the Partnership and the development community shall review the Watershed Fees framework and rates, the Watershed Management Plan and the Implementation Plan with respect to availability of needed funds and rate of development within the Watershed. Subsequent changes to the Watershed Fees framework and rates, Watershed Management Plan and Implementation Plan, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the NRD.
- ii) The NRD agrees, subject to the availability of funding, to construct the regional detention structures and water quality

basins in accordance with the Watershed Management Plan and Implementation Plan as follows:

- a) The NRD shall establish a Watershed Fund and utilize the Watershed Fees received to pay approximately one-third (1/3) of required capital costs of constructing the regional detention structures and water quality basins, including the cost of obtaining necessary land rights. The remaining approximately two-thirds (2/3) of such capital costs shall be paid by the NRD from the proceeds of its general property tax levying authority and from contributions from developers and other cooperators that the NRD may be able to obtain.

- 9. Title to Property.** Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by members of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the members of the Partnership in proportion to their total contributions to the Partnership Fund and Watershed Fee Fund.
- 10. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.
- 11. Effective Date:** This Agreement shall become effective on July 1, 2014.
- 12. Duration of Agreement:** This Agreement shall be in effect for a period of five (5) years from and after its effective date.

- 13. Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another member of the Partnership during the term of and pursuant to this Agreement.
- 14. Additional Planning and Implementation.** The members of the Partnership may amend or supplement this Agreement from time to time as may be deemed necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into by the members of the Partnership pursuant to resolutions duly adopted by their respective governing boards.

**[Signature page(s) next]**

## EXHIBIT A

### — NPDES Phase II Stormwater Management Plan

Measurable goals listed in the Stormwater Management Plan are target goals on which progress will be reported on in the annual report.

<b>Minimum Requirement #1 – Public Education and Outreach</b>		
The Permittee individually or as a member of the Papillion Creek Watershed Partnership (PCWP) shall implement programs to distribute educational materials and perform public outreach to inform citizens about the impacts that polluted stormwater runoff discharges have on water quality and what steps can be taken to reduce stormwater pollution. The Permittee shall document its stormwater public education and outreach program. At a minimum, the program will:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
1.01	Define the goals, objectives, target audience and distribution process of materials for the public education and outreach program	<b>Year 1</b> – Provide a memorandum of the defined goals, objectives, etc. of the public education and outreach program.
1.02	Provide public awareness through activities that illustrate the impacts from the public on stormwater pollutant levels in local waterways.	<b>On-Going All Years</b> – Annually report on the different activities being accomplished (e.g. classes, billboards, mailings, inlet stamping, projects, etc).
1.03	Maintain a general stormwater web site of resources, educational tools and notifications of events. Develop specialty web sites to provide targeted information on specific events.	<b>On-Going All Years</b> Annually report a list of web sites that support program activities (e.g. rain barrel, water quality related events)
The Permittee may conduct other activities not specifically identified in this section which contribute to Public Education and Outreach.		

## EXHIBIT A

<b>Minimum Requirement #2 – Public Participation and Involvement</b>		
The Permittee individually or as a member of the PCWP shall provide opportunities for citizens to participate in the development and implementation of stormwater programs and projects. The Permittee shall document its stormwater public education and outreach program. At a minimum, the program will:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
2.01	Provide for receiving citizen complaints of illegal dumping, illicit discharges, and construction site violations	<b>On-Going All Years –</b> Maintain a web based complaint form and a maintain stormwater hotline. Provide a count of complaints and resolutions in the most recent annual report.
2.02	Create opportunities for citizens to participate in the City's stormwater program.	<b>On-Going All Years –</b> Annually report on the different participation events related to stormwater. (e.g. Earth Day, tours of HHW facility, water quality related events)
2.03	Participate in community organizations, conferences, workshops, and web casts related to water quality and stormwater management.	<b>On-Going All Years –</b> Annually report on the different participation events attended (e.g. Sediment and Erosion Workshop, LID Workshop, CWP Webcasts, etc.)
The Permittee may conduct other activities not specifically identified in this section which contribute to Public Participation and Involvement.		

## EXHIBIT A

<b>Minimum Requirement #3 – Illicit Discharge Detection and Elimination</b>		
The Permittee shall implement and enforce a program, including a schedule, to detect and remove illicit discharges and improper disposal into the MS4. At a minimum, the program will include:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
3.01	Maintain outfall map for the Papio, Missouri and Elkhorn River Watersheds.	<b>On-Going All Years –</b> Maintain a continually updated storm drain map for those watersheds in your jurisdiction per the permit requirements.
3.02	Conduct field screening activities per the permit requirements specifically geared to local TMDL pollutants of concern such as E. Coli. Other parameters will be determined based on the results of a PCE, but could include nutrients, ammonia, BOD, and TPH.	<b>On-Going All Years -</b> Annually conduct dry weather monitoring "priority" outfalls. "Priority" outfall are those that are 72" or greater and/or those with documented illicit discharges.
3.03	Implement procedures to investigate and enforce portions of the MS4 that based on the results of field screening or other information indicate a reasonable potential of containing illicit discharges.	<b>On-Going All Years –</b> Use the code enforcement procedures to eliminate unauthorized non-stormwater discharges identified during an investigation
3.05	Respond to and investigate complaints about spills, dumping, or disposal of materials other than stormwater to the MS4.	<b>On-Going All Years –</b> Annually coordinate with Sewer Maintenance to report and track the number of calls per year in regards to spill, dumping or improper disposal of material to the MS4. Coordinate with city maintenance divisions to resolve reoccurring issues related to IDDE.
3.06	Implement educational and training measures for the Illicit Discharge Detection and Elimination Program.	<b>Year 2 and 5 –</b> Conduct training events for municipal field staff.
The Permittee may conduct other activities not specially identified in this section which contribute to the Illicit Discharge Detection and Elimination program.		

## EXHIBIT A

<b>Minimum Requirement #4 – Construction Site Runoff Control</b>		
The Permittee as a member of the PCWP shall maintain and enforce a program that requires implementation and maintenance of structural and non-structural best management practices to reduce pollutants in stormwater runoff from construction activity to the MS4. The program shall address construction activity that results in land disturbance of greater than or equal to one acre and construction activity disturbing less than one acre which is part of a larger common plan of development or sale. At a minimum, the program will:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
4.01	Review grading permit applications	<b>On-Going All Years –</b> Maintain a common continually updated inventory of all private and public construction sites.
4.02	Maintain the electronic records for inspection of construction sites and enforcement of erosion and sediment control measures.	<b>On-Going All Years –</b> Inspect construction sites on a regular basis and on a complaint basis. Track the number of sites inspected annually in a database. Initiate enforcement proceedings as appropriate to address violations.
4.03	Communicate with the regulated community and other groups affected by the CSR program	<b>On-Going All Years –</b> Conduct workshops for developers, builders, site designers, contractors, and/or City staff.
4.04	Maintain an electronic submittal web application	<b>On-Going All Years –</b> Maintain information for grading permits and the associated information.
The Permittee may conduct other activities not specifically identified in this section which contribute to Construction Site Runoff Control.		

## EXHIBIT A

<b>Minimum Requirement #5 – Post Construction Runoff Control</b>		
The Permittee individually or as a member of the PCWP shall implement and enforce a program to maintain structural and non-structural best management practices, including source control measures, to reduce pollutants from areas of new development and enforce controls to reduce the discharge of pollutants from the MS4 which receive discharges from areas of new development and significant redevelopment after construction is complete. At a minimum, the program will:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
5.01	Maintain an electronic submittal web application	<b>On-Going All Years</b> – Maintain information for post construction stormwater management plans and the associated information.
5.02	Review post construction management plan submittals	<b>On-Going All Years</b> – Maintain an electronic inventory of all private and public stormwater control measures.
5.03	Inspect annually city owned BMPs for functionality and coordinate maintenance activities if needed.	<b>On-Going All Years</b> – Track the number of sites inspected and maintenance activities annually in a database.
5.04	Coordinate with other agencies, or special interest groups to hold workshops on post construction stormwater issues	<b>On-Going All Years</b> – Conduct workshops for developers, builders, site designers, contractors, and/or City staff.
5.05	Implement demonstration projects to illustrate to the public, the engineering community, and other on the effectiveness of BMPs (structural and/or non-structural). Evaluate the functionality of the BMP and implement changes as necessary.	<b>On-Going All Years</b> – Allocate Stormwater Management Program Grant funds to projects as funds become available.
The Permittee may conduct other activities not specifically identified in this section which contribute to Post Construction Runoff Control.		

## EXHIBIT A

<b>Minimum Requirement #6 – Pollution Prevention and Good Housekeeping</b>		
The Permittee individually or as a member of the PCWP shall implement a program to reduce pollutants from municipal facilities and public streets that are discharged from the MS4. At a minimum, the program will include:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
6.01	Municipal maintenance facilities map.	<b>Annually</b> – Maintain an inventory and map of all municipal facilities.
6.02	Implement practices for operating and maintaining public streets, roads and highways and procedures for reducing the impact on receiving waters from the MS4.	<b>On-Going All Years</b> – Track street sweeping activities annually.
6.03	Implement practices for operating and maintaining inlets and piped storm drains and procedures for reducing the impact on receiving waters from the MS4.	<b>On-Going All Years</b> – Report annually on Sewer Maintenance activities related to maintaining the storm sewer system.
6.04	Promote public awareness by marking storm drain inlets	<b>On-Going All Years</b> – Annually apply a stormwater message on inlets and report activities annually.
6.05	Implement education and training activities for municipal staff.	<b>On-Going All Years</b> – Conduct training events for municipal staff.
6.06	Conduct inspections of municipal maintenance facilities and review annual municipal runoff control plans. Revise plans as needed if facilities expand or reduce activities.	<b>On-Going All Years</b> – Conduct inspections and review reports for municipal facilities regarding stormwater runoff.
The Permittee may conduct other activities not specifically identified in this section which contribute to Pollution Prevention and Good Housekeeping.		

## EXHIBIT A

<b>Minimum Requirement #8 – Monitoring Program</b>		
The Permittee as a member of the PCWP shall have a program to estimate pollutant loads from discharges of the MS4. At a minimum, the program will include:		
<b>BMP#</b>	<b>SWMP Element Description</b>	<b>Target Goals &amp; Implementation Schedule</b>
8.01	<p>The development and implementation of a BMP monitoring plan</p> <p>Monitoring will be flow based monitoring to assess the performance of different BMPs.</p> <p>Monitoring Plan:</p> <ul style="list-style-type: none"> <li>a. Monitoring of the BMPs is to provide more useful data than has been gathered in the past. This will provide for a more complete picture of the efficiency of various Best Management Practices in the watershed.</li> <li>b. Consideration will be given to the following objectives: <ul style="list-style-type: none"> <li>i. Quantify the BMPs ability to reduce discharges to the storm sewer system</li> <li>ii. Evaluate if any improvements could be made to the BMP to increase the volume of water detained from the storm sewer system.</li> </ul> </li> <li>c. A record of the following information: <ul style="list-style-type: none"> <li>i. Narrative and quantitative data, as appropriate, for each event.</li> <li>ii. A narrative description of the data and duration of the events sampled (either simulated event or real event)</li> </ul> </li> </ul>	<b>On-Going All Years –</b> Implement annual monitoring plan
8.02	Partner with local organizations, such as Nebraska Watershed Network, to evaluate the results of data that they collected that could provide water quality information on stream or urban aquatic fisheries	<b>On-Going All Years –</b> Report the results in the annual report.
8.03	Use GIS to identify land use based on zoning and calculate pollutant loads from discharges of the MS4 based on literature values and precipitation data.	<b>On-Going All Years –</b> Report the estimate in the annual report based on literature values.
The Permittee may conduct other activities not specifically identified in this section which contribute to Monitoring Program.		

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

### POLICY GROUP #1: WATER QUALITY IMPROVEMENT

**ISSUE:** Waters of the Papillion Creek Watershed are impaired.

**“ROOT” POLICY:** Improve water quality from all contributing sources, including but not limited to, agricultural activities, urban stormwater, and combined sewer overflows, such that waters of the Papillion Creek Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

#### **SUB-POLICIES:**

- 1) Water Quality LID shall be required on all new developments and significant redevelopments.
- 2) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and stream bank erosion), sedimentation, nutrient and chemical contamination. Buffer strips and riparian corridors should be established along all stream segments.
- 3) Preserve and protect wetland areas to the fullest extent possible to maintain natural hydrology and improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff. Reestablishment of previously existing wetlands and the creation of new wetlands should be promoted. Any impacted wetlands shall be mitigated at a 3:1 ratio.
- 4) Support NDEQ in an accelerated TMDL development process that addresses potential pollutant sources in a fair and reasonable manner based on sound technical data and scientific approach.
- 5) Implement Best Management Practices (BMPs) that reduce both urban and rural pollution sources, maintain or restore designated beneficial uses of streams and surface water impoundments, minimize soil loss, and provide sustainable production levels. Water quality basins shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan.

### **REFERENCE INFORMATION**

#### **DEFINITIONS:**

- 1) **Low-Impact Development (LID).** A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) **Water Quality LID.** A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) **Best Management Practice (BMP).** “A technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

stormwater runoff in the most cost-effective manner.” *[Source: U.S. Environmental Protection Agency (EPA)]*

4) Total Maximum Daily Load (TMDL). A calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. Water quality standards are set by States, Territories, and Tribes. They identify the uses for each waterbody, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non-point sources. The calculation must include a margin of safety to ensure that the waterbody can be used for the purposes the State has designated. The calculation must also account for seasonal variation in water quality. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs, and for Nebraska such standards and programs are administered by the Nebraska Department of Environmental Quality. *[Source: EPA and Nebraska Surface Water Quality Standards, Title 117].*

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

### POLICY GROUP #2: PEAK FLOW REDUCTION

#### ISSUE

Urbanization within the Papillion Creek Watershed has and will continue to increase runoff leading to more flooding problems and diminished water quality.

#### ROOT POLICY

Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions.

#### SUB-POLICY

- 1) Regional stormwater detention facilities and other structural and non-structural BMPs shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan and shall be coordinated with other related master planning efforts for parks, streets, water, sewer, etc.
- 2) Maximum LID shall be required to reduce peak discharge rates on all new developments and significant redevelopments as identified in the Papillion Creek Watershed Management Plan.
- 3) All significant redevelopment shall maintain peak discharge rates during the 2, 10, and 100-year storm event under baseline land use conditions.

#### REFERENCE INFORMATION

#### DEFINITIONS

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use condition, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 4) Peak Discharge or Peak Flow. The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the lower-most drainage outlet(s) from a new development or significant redevelopment.

## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

- 5) Regional Stormwater Detention Facilities. Those facilities generally serving a drainage catchment area of 500 acres or more in size.
- 6) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 7) Full Build-Out Land Use Conditions. Fully platted developable land use conditions for the combined portions of the Papillion Creek Watershed that lie in Douglas and Sarpy Counties that are assumed to occur by the Year 2040, plus the projected 2040 land uses within the Watershed in Washington County; or as may be redefined through periodic updates to the respective County comprehensive plans.

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

### POLICY GROUP #3: LANDSCAPE PRESERVATION, RESTORATION, AND CONSERVATION

**ISSUE:** Natural areas are diminishing, and there is a need to be proactive and integrate efforts directed toward providing additional landscape and green space areas with enhanced stormwater management through restoration and conservation of stream corridors, wetlands, and other natural vegetation.

**“ROOT” POLICY:** Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

#### SUB-POLICIES:

- 1) Incorporate stormwater management strategies as a part of landscape preservation, restoration, and conservation efforts where technically feasible.
- 2) Define natural resources for the purpose of preservation, restoration, mitigation, and/or enhancement.
- 3) For new development or significant redevelopment, provide a creek setback of 3:1 plus 50 feet along all streams as identified in the Papillion Creek Watershed Management Plan and a creek setback of 3:1 plus 20 feet for all other watercourses.
- 4) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, creek setbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an out lot or within public right of way or otherwise approved easement.

#### REFERENCE INFORMATION

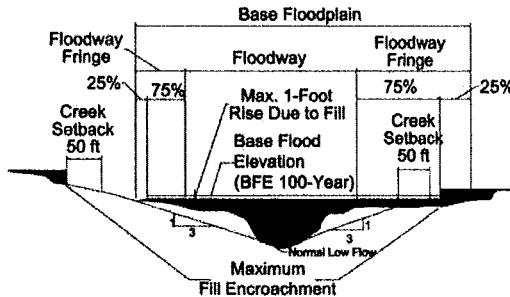
#### DEFINITIONS

- 1) **Creek Setback.** See Figure 1 below and related definitions in Policy Group #5. A setback area equal to three (3) times the channel depth plus fifty (50) feet (3:1 plus 50 feet) from the edge of low water on both sides of channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles or sign structures adjacent to any watercourse defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback area and the setback area must be protected with adequate erosion controls or other Best Management Practices, (BMPs). The outer 30 feet adjacent to the creek setback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements.

A property can be exempt from the creek setback requirement upon a showing by a licensed professional engineer or licensed landscape architect that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the stream will be endangered by erosion

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

or lack of lateral support. In the event that the structure is adjacent to any stream which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the creek setback requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, applicable rights-of-way must be provided and a minimum 20 foot corridor adjacent thereto.



**Figure 1 – Floodway Fringe Encroachment and Creek Setback Schematic**

### DEFINITIONS

- 1) **Base Flood.** The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) **Floodway.** The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.
- 3) **Floodway Fringe.** That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) **Floodplain.** The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) **Watercourse.** Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 6) **Low Chord Elevation.** The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) **Updated Flood Hazard Maps.** The remapping of flooding sources within the Papillion Creek Watershed where Digital Flood Insurance Rate Maps (DFIRMs) are based on 2004 or more recent conditions hydrology and full-build out conditions hydrology. West Papillion Creek and its tributaries are currently under remapping and will become regulatory in 2009. Updating flood hazard maps for Big Papillion Creek and Little Papillion Creek are planned to be completed in the future.
- 8) **New Development.** New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

### POLICY GROUP #4: EROSION AND SEDIMENT CONTROL AND OTHER BMPs

**ISSUE:** Sound erosion and sediment control design and enforcement practices are needed in order to protect valuable land resources, stream and other drainage corridors, and surface water impoundments and for the parallel purpose of meeting applicable Nebraska Department of Environmental Quality regulatory requirements for construction activities that disturb greater than one acre.

**“ROOT” POLICY:** Promote uniform erosion and sediment control measures by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements, including the adoption of the Omaha Regional Stormwater Design Manual.

#### SUB-POLICIES:

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other Stormwater Management Policies.
- 3) Sediment storage shall be incorporated with all regional detention facilities where technically feasible.

#### REFERENCE INFORMATION

#### DEFINITIONS

- 1) Erosion Control. Land and stormwater management practices that minimize soil loss caused by surface water movement.
- 2) Sediment Control. Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving streams and surface water impoundments.

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

### POLICY GROUP #5: FLOODPLAIN MANAGEMENT

**ISSUE:** Continued and anticipated development within the Papillion Creek Watershed mandates that holistic floodplain management be implemented and maintained in order to protect its citizens, property, and natural resources.

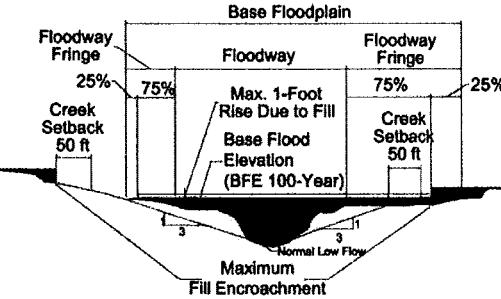
**“ROOT” POLICY:** Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations.

**SUB-POLICIES:**

- 1) Floodplain management coordination among all jurisdictions within the Papillion Creek Watershed and the Papio-Missouri River Natural Resources District (P-MRNRD) is required.
- 2) Flood Insurance studies and mapping throughout the Papillion Creek Watershed shall be updated using current and full-build out conditions hydrology.
- 3) Encroachments for new developments or significant redevelopments within floodway fringes shall not cause any increase greater than one (1.00) foot in the height of the full build-out base flood elevation using best available data.
- 4) Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a floodway overlay zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 5) The low chord elevation for bridges crossing all watercourses within FEMA designated floodplains shall be a minimum of one (1) foot above the base flood elevation for full-build out conditions hydrology using best available data.
- 6) The lowest first floor elevation of buildings associated with new development or significant redevelopment that are upstream of and contiguous to regional dams within the Papillion Creek Watershed shall be a minimum of one (1) foot above the 500-year flood pool elevation.

**REFERENCE INFORMATION**

**DEFINITIONS** (See Figure 1 below and related definitions in Policy Group #3: Landscape Preservation, Restoration, and Conservation).



**Figure 1 – Floodway Fringe Encroachment and Creek Setback Schematic**

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

- 1) **Base Flood.** The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) **Floodway.** The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.
- 3) **Floodway Fringe.** That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) **Floodplain.** The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) **Watercourse.** Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 6) **Low Chord Elevation.** The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) **Updated Flood Hazard Maps.** The remapping of flooding sources within the Papillion Creek Watershed where Digital Flood Insurance Rate Maps (DFIRMs) are based on 2004 or more recent conditions hydrology and full-build out conditions hydrology. West Papillion Creek and its tributaries are currently under remapping and will become regulatory in 2009. Updating flood hazard maps for Big Papillion Creek and Little Papillion Creek are planned to be completed in the future.
- 8) **New Development.** New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.

### BASIC FEMA REQUIREMENTS

On March 1, 2003, FEMA became part of the U.S. Department of Homeland Security (DHS). In order for a community to participate in the FEMA National Flood Insurance Program, it must first define base flood elevations and adopt a floodway for all its major streams and tributaries. Once a community adopts its floodway, the requirements of 44 CFR 60.3(d) must be fulfilled. The key concern is that each project in the floodway must receive an encroachment review; i.e., an analysis to determine if the project will increase flood heights or cause increased flooding downstream. Note that the FEMA regulations call for preventing any increase in flood heights. Projects, such as filling, grading or construction of a new building, must be reviewed to determine whether they will obstruct flood flows and cause an increase in flood heights upstream or adjacent to the project site. Further, projects, such as grading, large excavations, channel improvements, and bridge and culvert replacements should also be reviewed to determine whether they will remove an existing obstruction, resulting in increases in flood flows downstream. *[Adapted from Federal Emergency Management Agency guidance]*

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

### POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING

**ISSUE:** Regulatory requirements for stormwater management and implementation of Stormwater Management Policies intended to accommodate new development and significant redevelopment will impose large financial demands for capital and operation and maintenance beyond existing funding resources.

**“ROOT” POLICY:** Dedicated, sustainable funding mechanisms shall be developed and implemented to meet capital and operation and maintenance obligations needed to implement NPDES Stormwater Management Plans, Stormwater Management Policies, and the Papillion Creek Watershed Management Plan.

#### SUB-POLICIES:

- 1) All new development and significant redevelopment will be required to fund the planning, implementation, and operation and maintenance of water quality LID.
- 2) A Watershed Management Fee system shall be established to equitably distribute the capital cost of implementing the Papillion Creek Watershed Management Plan among new development or significant redevelopment. Such Watershed Management Fee shall only apply to new development or significant redevelopment within the Papillion Creek Watershed and the initial framework shall consist of the following provisions:
  - a. Collection of fees and public funding shall be earmarked specifically for the construction of projects called for in the Papillion Creek Watershed Management Plan, including Maximum LID costs such as on site detention, regional detention basins, and water quality basins.
  - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas within the Papillion Creek Watershed.
  - c. Watershed Management Fees (private) are intended to account for approximately one-third (1/3) of required capital funds and shall be paid to the applicable local zoning jurisdiction with building permit applications.
  - d. Watershed Management Fee revenues shall be transferred from the applicable local zoning jurisdiction to a special P-MRNRD construction account via inter-local agreements.
  - e. The P-MRNRD (public) costs are intended to account for approximately two-thirds (2/3) of required capital funds, including the cost of obtaining necessary land rights, except as further provided below; and the P-MRNRD shall be responsible for constructing regional detention structures and water quality basins using pooled accumulated funds.
  - f. The P-MRNRD will seek general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
  - g. Financing for Papillion Creek Watershed Management Plan projects may require public-private partnership agreements between the P-MRNRD and developers/S&IDs on a case-by-case basis.
  - h. On approximately three (3)-year intervals, the Papillion Creek Watershed Management Plan and Watershed Management Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of

## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

needed funds and rate of development within the Papillion Creek Watershed by the parties involved (local zoning jurisdictions, P-MRNRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the P-MRNRD.

- 3) A Stormwater Utility Fee System shall be established to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within NPDES Phase I or II municipal jurisdictions.
  - a. NPDES Phase I and II cities and counties should actively seek legislation from the Nebraska Legislature to allow for the establishment of an equitable stormwater utility fee.
  - b. The initial framework for the Stormwater Utility Fee System should consist of the following provisions provided Nebraska statutes allow for such a fee:
    - i. A county or city shall establish by resolution user charges to be assessed against all real property within its zoning jurisdiction and may issue revenue bonds or refunding bonds payable from the proceeds of such charges, all upon terms as the county board or city council determines are reasonable.
    - ii. Such charges shall be designed to be proportionate to the stormwater runoff contributed from such real property and based on sound engineering principles.
    - iii. Such charges should provide credits or adjustments for stormwater quantity and quality BMPs utilized in order to encourage wise conservation and management of stormwater on each property.
    - iv. Such charges shall be collected in a manner that the county or city determines as appropriate and shall not be determined to be special benefit assessments.
    - v. A county or city shall establish a system for exemption from the charges for the property of the state and its governmental subdivisions to the extent that it is being used for a public purpose. The local elected body shall also provide an appeals process for aggrieved parties.
    - vi. A county shall not impose these charges against real property that is being charged user charges by a city.
    - vii. Any funds raised from a Stormwater Utility Fee shall be placed in a separate fund and shall not be used for any purpose other than those specified.

### **REFERENCE INFORMATION**

#### **DEFINITIONS**

- 1) **Stormwater Management Policies.** Stormwater management policies developed by the Technical Workgroup and Policy Workgroup that were commissioned by the Papillion Creek Watershed Partnership (PCWP) subsequent to the "Green, Clean, and Safe" initiatives developed through the "Watershed by Design" public forums conducted in 2004 and 2005 and subsequently revised by the PCWP in 2009. The

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

following policy groups contain "root" policies and sub-policies for stormwater management that have been developed in addition to the Stormwater Management Financing Policy Group herein:

- Policy Group #1 – Water Quality Improvement
- Policy Group #2 – Peak Flow Reduction
- Policy Group #3 – Landscape Preservation, Restoration, and Conservation
- Policy Group #4 – Erosion and Sediment Control and Other BMPs
- Policy Group #5 – Floodplain Management

2) Stormwater Management Plan (SWMP). A SWMP is a required part of the NPDES Phase II Stormwater Permits issued to many of the Omaha metropolitan area Papillion Creek Watershed Partnership (PCWP) members. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective PCWP partners.

3) Comprehensive Development Plans. Existing plans developed by local jurisdictions that serve as the basis for zoning and other land use regulations and ordinances. The Stormwater Management Policies are to be incorporated into the respective Comprehensive Development Plans.

4) Policy Implementation. The implementation of the policies will be through the development of ordinances and regulations, in years 3 through 5 of the NPDES permit cycle; that is, by the year 2009. Ordinances and regulations are intended to be consistent for, and adopted by, the respective PCWP members. Such ordinances and regulations shall need to be consistent with the Comprehensive Development Plans of the respective PCWP members.

5) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.

6) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first  $\frac{1}{2}$  inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.

7) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.

8) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries. That which existed in 2007 for all areas not within the Papillion Creek Watershed.

## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

### **BASIS FOR STORMWATER MANAGEMENT FINANCING ISSUE**

- 1) Time is of the essence for policy development and implementation:
  - a) Under the existing Phase II Stormwater Permits issued by the Nebraska Department of Environmental Quality, permittees must develop strategies, which include a combination of structural and/or non-structural best management practices and incorporate them into existing Comprehensive Development Plans by the end of 2009.
  - b) The S&ID platting process is typically several years ahead of full occupation of an S&ID. Therefore, careful pre-emptive planning and program implementation is necessary in order to construct regional stormwater detention and water quality basin improvements in a timely manner to meet the purposes intended and to avoid conflicts from land use encroachments from advancing development.
- 2) Financing to meet capital and O&M obligations for stormwater management projects requires a comprehensive, uniformly applied approach and not a project-by-project approach.

## Exhibit C

Stormwater Management Elements Shared by the Papillion Creek Watershed Partnershi

Geographic Education and Outreach		Lead Partnership Member(s)
1.01 Education and Outreach Program		City of Omaha, PMRNRD
1.02 Public Awareness Activities		City of Omaha
1.03 Stormwater Website		City of Omaha
Public Education and Outreach		Lead Partnership Member(s)
2.01 Stormwater Hotline and Website		City of Omaha
2.02 Create Stormwater Event:		City of Omaha, PMRNRD
2.03 Participation Events		City of Omaha
Education and Complaint Resolution		Lead Partnership Member(s)
3.04 Track IDDE complaints		City of Omaha
3.05 Education and Training for IDDE Program		City of Omaha
Construction Runoff		Lead Partnership Member(s)
4.01 Maintain Construction Site Reporting Website		City of Omaha
4.02 Perform Construction Site Inspections		City of Omaha
4.03 Conduct Workshops on Construction Site Runoff		City of Omaha
4.04 Maintain Grading Information		City of Omaha
Post Construction Stormwater Management		Lead Partnership Member(s)
5.01 Maintain Post Construction Stormwater Management Website		City of Omaha
5.02 Review PCSW plans		PMRNRD
5.05 Conduct Workshops on Post Construction Issues		City of Omaha
Education and Training		Lead Partnership Member(s)
6.05 Education and Training		City of Omaha
Monitoring and Reporting		Lead Partnership Member(s)
8.01 BMP Monitoring		City of Omaha
8.02 Partner with organizations providing water quality data		City of Omaha, PMRNRD
8.03 Calculate Pollutant Loads		City of Omaha

## EXHIBIT D

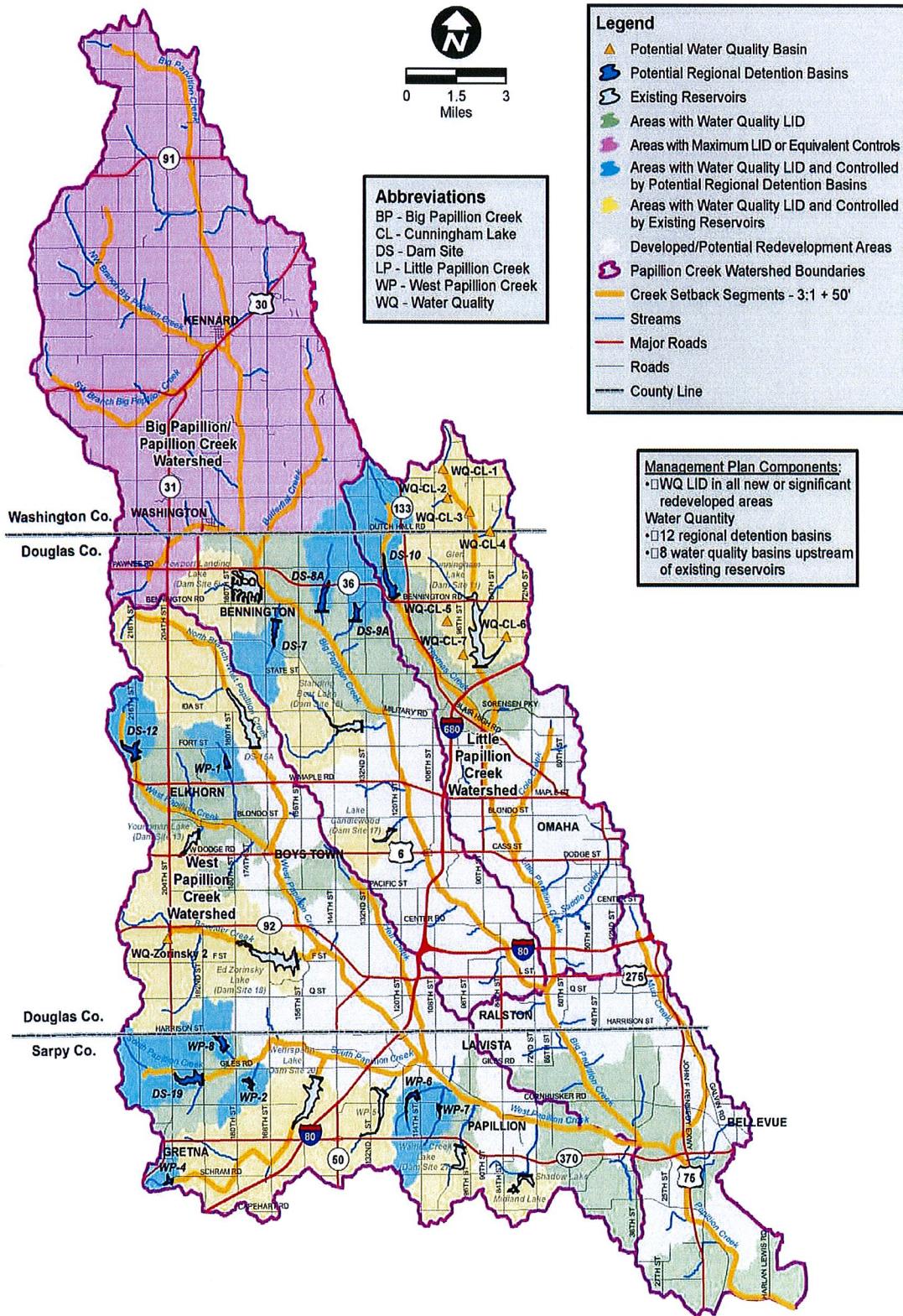
<u>Agency</u>	<u>Second Column Initial Contribution</u>	<u>Third Column Percentage</u>
Bellevue	\$20,000	5.4%
Boystown	\$1,000	0.3%
Gretna	\$1,000	0.3%
La Vista	\$5,000	1.4%
Omaha	\$187,500	50.8%
Papillion	\$7,000	1.9%
Ralston	\$2,500	0.7%
Sarpy County	\$55,000	14.9%
Papio NRD	\$90,000	<u>24.4%</u>
TOTALS	\$369,000	100.0%

## EXHIBIT E



# 2014 Watershed Management Plan Update

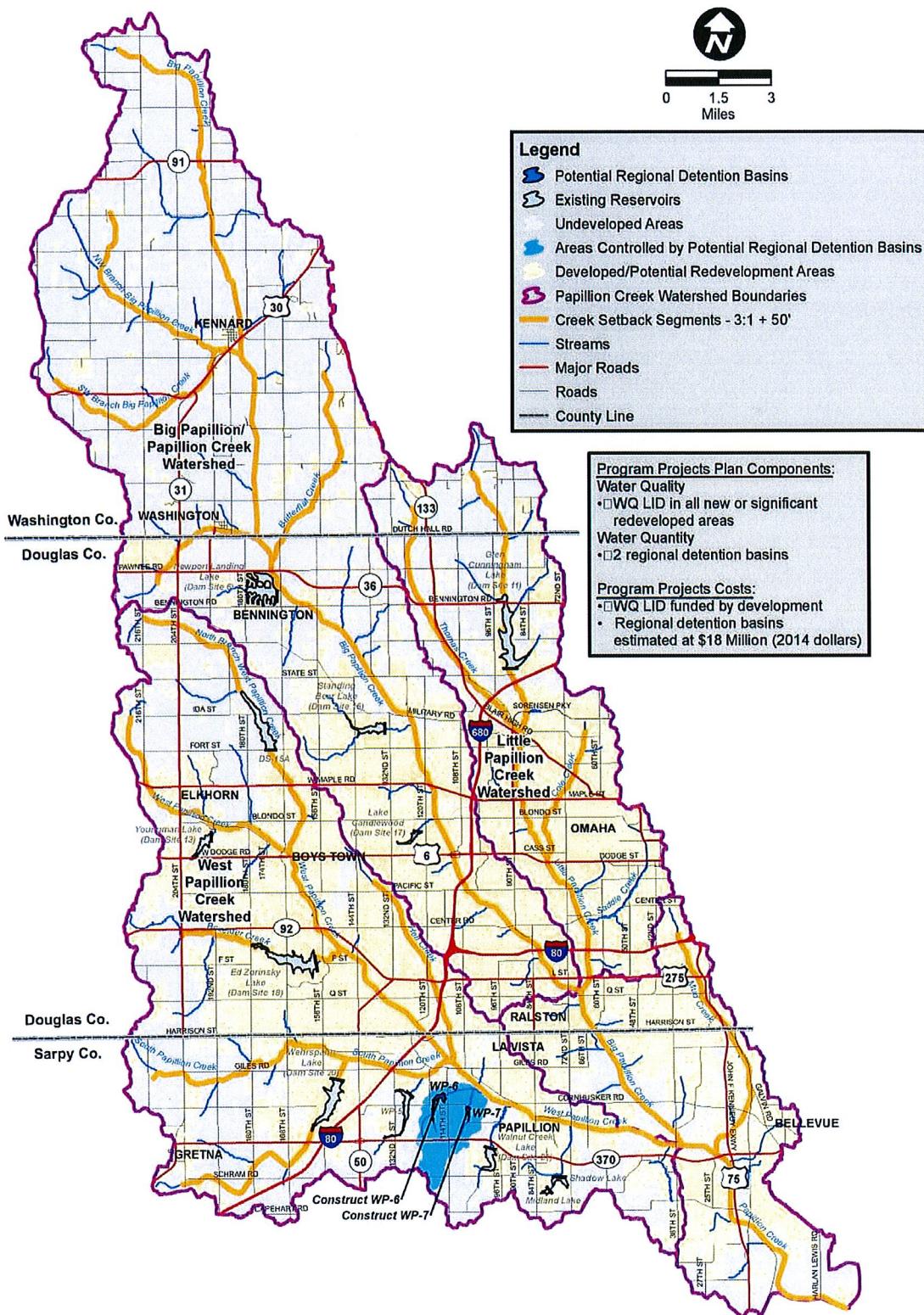
## 2014 Watershed Management Plan Update for Full Build-Out Conditions



## EXHIBIT F

# 2014 Watershed Management Plan Update

### Papillion Creek Watershed Implementation Plan (Years 2014 to 2018)

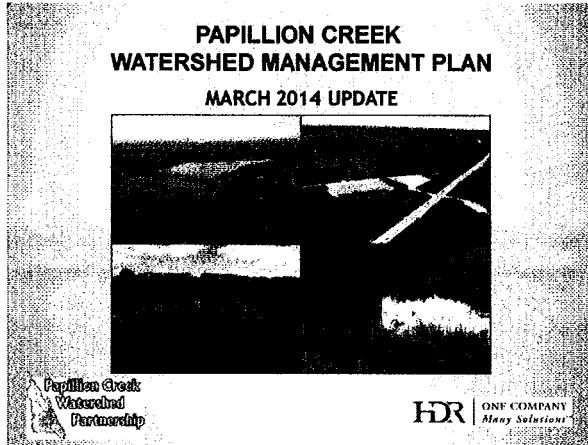


## Exhibit G

### Watershed Fee Schedule

Watershed Fee Type	FY14	FY15	FY16	FY17	FY18
Single Family Residential (also includes low density multi-family up to 4-plexes) per dwelling unit	\$823	\$843	\$864	\$886	\$908
High Density Multi-Family Residential (beyond 4-plexes) per gross acre	\$3,619	\$3,710	\$3,803	\$3,898	\$3,995
Commercial/Industrial per gross acre	\$4,387	\$4,497	\$4,609	\$4,724	\$4,842

Note: Fiscal years (FY) run from July 1-June 30. FY14 Watershed Fees are in effect as of July 1, 2014.



## Background and Purpose

- Papillion Creek Watershed Partnership (PCWP) formed in August 2001
- April 2009 Watershed Management Plan
- 2014 Management Plan reflects PCWP desire for update every 3 to 5 years
- 5-year Interlocal Agreement up for renewal



2009-2013 "Program Project" Status						
Structure Name	Agency, Location & Planning Subdivision	Drainage Area (acres)	Estimated Project Funding, Millions of \$			Current Status
			Bonding	General Fund	Watershed Fees	
WW-5 and Associated Water Quality Basins [1]	12th & Corbinator Road, Pleasant	3,310	\$16.5	\$17.4	\$0	\$31.9 Under Construction, Est. Date 2014 Completion
DS 15A and Associated Water Quality Basin [2]	100th & Fort Streets, Omaha	7,100	\$42.6	\$1.7	\$0	\$44.8 Design in Progress, Est. Fall 2014 Construction Start and 2015 Completion
WW-2 Zorinsky 1	Upstream of Zorinsky Lake, Omaha	1,600	\$1.5	\$1.5	\$1.4	\$4.2 Design Complete, Est. Date 2014 Construction Start and Completion in 2014
WW-CL-6	Downstream of Cunningham Lake, Omaha	\$10				Deferred
Total:			\$62.6	\$12.8	\$1.4	\$83.9

Notes:  
 [1] Original single basin concept, revised to two basins.  
 [2] Original two basin concept revised to form a single basin.

**\$83.9 Million in Funding**  
 74.6% Bonding  
 23.7% General Fund  
 1.7% Watershed Fees

**2009 Cost Estimate = \$134.0 Million**

## **2014 Proposed Watershed Management Plan**

**Estimated Capital Costs for Remaining Projects (2013 Dollars)**

**Estimated Capital Costs for Remaining Projects (2013 Dollars)**

**12 Reservoirs: \$169.9 Million**      **8 WQ Basins: \$ 89.9 Million**      **→ Total \$259.8 Million over next 35 years (to be adjusted for inflation)**



## **2014-2018 Implementation Plan Financing Considerations**

## Financing Considerations

- **P-MRN RD project funding issues**

- o Current bond obligations approx. \$5 million per year for 3 existing bonds totaling approx. \$71.5 million that will expire in 2032, 2033, and 2034 respectively
- o Approx. \$10 million in remaining bonding capacity exists
- o Current mill levy at \$0.03275 per \$100 property valuation and must consider portion of General Fund that can be allocated toward structural projects

- **Watershed Fees**

- o Updated to maintain a ratio of 1/3 private and 2/3 public cost share for all projects using the actual costs of ongoing projects, revised costs for future projects and development projections.

- Priority Projects

- WP-6
- WP-7

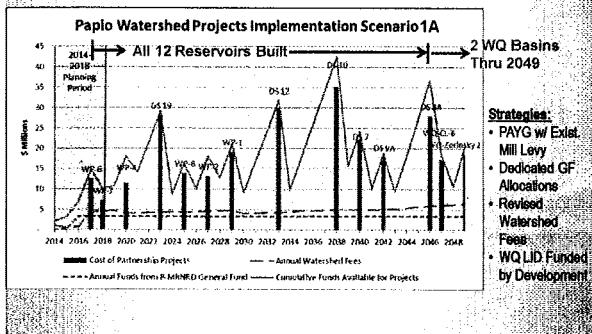
### **Summary of Implementation Funding Scenarios**

- 8 Scenarios evaluated involving various combinations of Pay-As-You-Go, reference Appendix B for all scenarios

PAYG			
Scenario	Mill Levy per \$100 valuation	Total # of projects completed in 35-year planning period	Program Projects completed in 2014-2018
1A	\$0.03275	14 (out of 20)	2
2A	\$0.03275	14 (out of 20)	2
4A	\$0.045	20 (out of 20)	3

## 2014-2018 Implementation Plan Funding Scenarios

Preferred Plan for 2014-2018 "Program Projects" and long-term:



## 2014 – 2018 Implementation Plan "Program Projects" and Watershed Fees

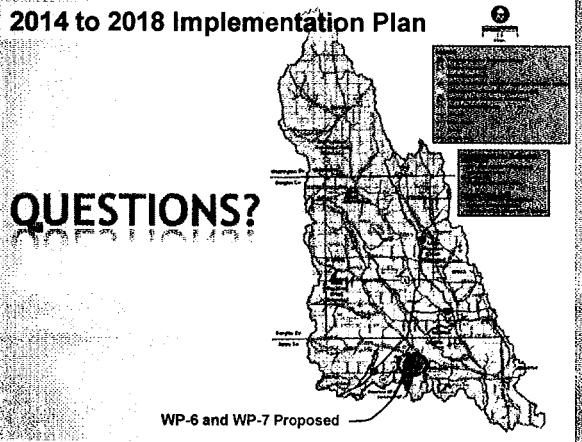
Structure	Approx. Location & Planning Jurisdiction	Drainage Area (acres)	Est. Project Capital Costs, 2014 Basis, \$ Millions
WP- 6	114th & Cornhusker Road, Sarpy County	1,260	\$11.6
WP- 7	108th & Cornhusker Road, Sarpy County	450	\$8.4
		<b>Total</b>	<b>\$18.8</b>

Note: The abbreviation "WP" = West Papillion Creek Watershed.

Fee Category	Current Developer Fee Amounts	2014	2015	2016	2017	2018
Single Family Residential (also includes low-density multi-family up to 4-plexes)	\$750 per lot (same as per Housing Unit or per Dwelling Unit)	\$823	\$843	\$864	\$886	\$908
High-Density Multi-Family Residential (beyond 4-plexes)	\$3,300 per Gross Developable Acre	\$3,619	\$3,710	\$3,803	\$3,898	\$3,995
Commercial/Industrial	\$4,000 per Gross Developable Acre	\$4,387	\$4,497	\$4,609	\$4,724	\$4,842

Note: The annual increase for 2015 to 2018 is 2.5 percent per year.

## 2014 to 2018 Implementation Plan



Reserved Slides  
For Q & A

Table 5 Funding Scenarios Evaluated

Scenario	Funding Mechanism	Mill Levy per \$100 Valuation	Watershed Fees	P-MNRD General Fund Allocation
1A Baseline	P-A-Y-G	\$0.03275	Current Rates with Inflation	Dedicated General Fund Allocation per LRIP, Begin 2016
1B	P-A-Y-G	\$0.03275	Increase to 50% of program costs, linked to inflation	Dedicated General Fund Allocation per LRIP, Begin 2016
2A	P-A-Y-G	\$0.03275	Current Rates with Inflation	No Dedicated Allocation of Funds
2B	P-A-Y-G	\$0.03275	Increase to 50% of program costs, linked to inflation	No Dedicated Allocation of Funds
3A	Bonding with P-A-Y-G	\$0.03275	Current Rates with Inflation	Same as 1A + Bond Proceeds - Debt Service
3B	Bonding with P-A-Y-G	\$0.03275	Increase to 50% of program costs, linked to inflation	Same as 1B + Bond Proceeds - Debt Service
4A	Bonding with P-A-Y-G	\$0.045	Current Rates with Inflation	Dedicated General Fund Allocation per LRIP, Begin 2016
4B	Bonding with P-A-Y-G	\$0.045	Increase to 50% of program costs, linked to inflation	Dedicated General Fund Allocation per LRIP, Begin 2016

Table B-2 Summary of Candidate Projects by Scenario				
P-A-Y-G				
Scenario	Mill Levy per \$100 Valuation	Watershed Fees	Total Number of Projects (2014-2035 Year Planning Horizon)	Projected Projects Completed 2014 to 2016
1A Baseline	\$0.03275	Current Rates with Inflation	11 (AS Y-22)	2
1B	\$0.03275	Increase to 50% of program costs, linked to inflation	14 (AS Y-22)	2
2A	\$0.03275	Current Rates with Inflation	7 (AS Y-22)	6
2B	\$0.03275	Increase to 50% of program costs, linked to inflation	8 (AS Y-22)	6
Scenario 3A: Bonding with P-A-Y-G				
3A	\$0.03275	Current Rates with Inflation	12 (AS Y-22)	2 or 3
3B	\$0.03275	Increase to 50% of program costs, linked to inflation	13 (AS Y-22)	2
Scenario 4A: Bonding with P-A-Y-G Utilizing Mill Levy Increase to \$0.045				
4A	\$0.045	Current Rates with Inflation	23 (AS Y-22 and 8 years longer than Scenario 3A)	3
4B	\$0.045	Increase to 50% of program costs, linked to inflation	29 (AS Y-22 and 8 years longer than Scenario 4A)	3

Figure 6 Scenario 3A: Bonding with P-A-Y-G Existing Mill Levy and Dedicated General Fund Allocation per LRIP, Begin 2016

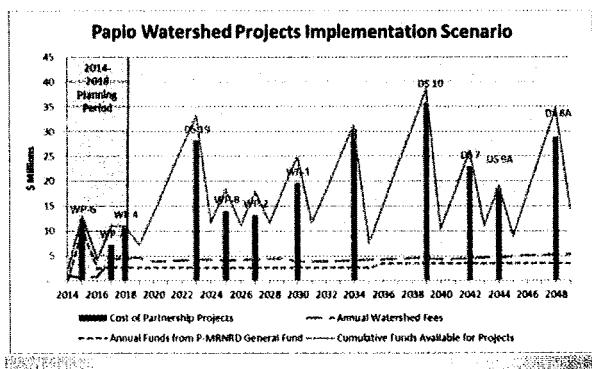
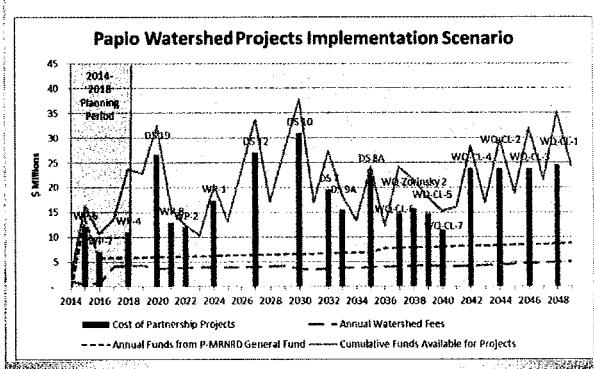
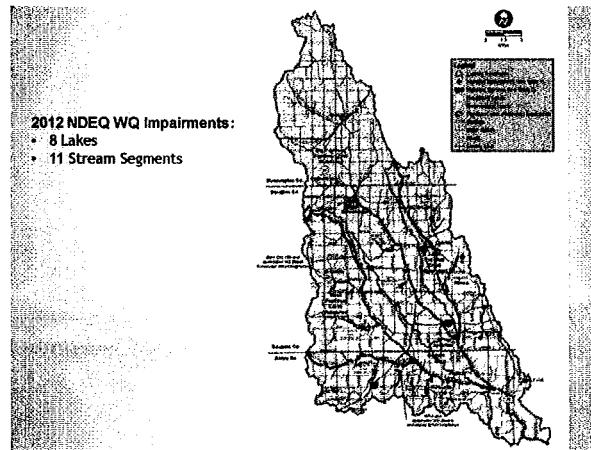
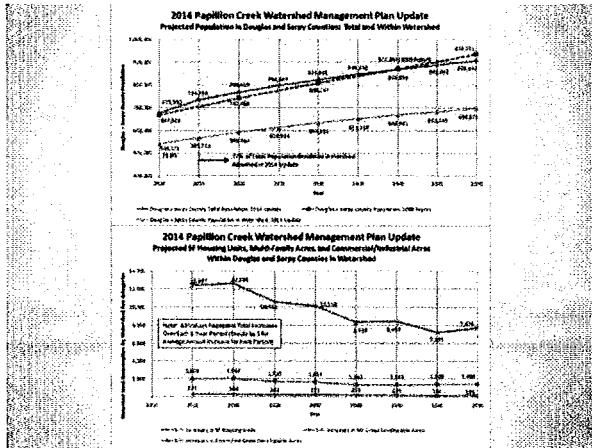


Figure B-5 Scenario 4A: Bonding with P-A-Y-G Utilizing Mill Levy Increase to \$0.045, Dedicated General Fund Allocation per LRIP





**2012 NDEQ WQ Impairments:**

- 8 Lakes
- 11 Stream Segments

(Ref. Table 1 in Update)

Figure 2  
Map 1  
Waterbody ID

Waterbody

Waterbody ID	Waterbody Name	2008 WQ Impairments												2012 WQ Impairments											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 3, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT - ◆ IT SERVICES	RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an Interlocal Cooperation Agreement with Sarpy County for Information Technology services.

**FISCAL IMPACT**

The annual cost is \$35,000 for the first year, effective July 1<sup>st</sup>, and shall be increased by 3% per year in subsequent years.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City has been operating under an Interlocal Agreement with Sarpy County Information Systems dated 2009 which has expired. The City requested proposals from qualified, professional technology vendors for Information Technology Maintenance and Support Services. Two proposals were received.

Sarpy County Information Systems      \$ 35,000/year (3% increase in subsequent years).

DOT.com      \$179,047/year (\$20,300 onetime upfront to connect to our system)

The IT Committee reviewed and compared the proposals and is recommending continuing services with Sarpy County Information Systems. The current annual cost with Sarpy County I.T. is \$42,540.60 including a 5 % annual increase in subsequent years. This new agreement will reduce the City's annual payment on July 1<sup>st</sup> by \$7,540 and reduce the yearly increases by 2% in subsequent years.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for Information Technology Services; and

WHEREAS, the City's current contract for Information Technology Services expires on June 30, 2014; and

WHEREAS, Sarpy County has the resources and technology to provide said Information Technology Services; and

WHEREAS, Sarpy County has proposed an interlocal agreement between the City of La Vista and the County for a period of three years to provide Information Technology Services to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed interlocal agreement between Sarpy County and the City of La Vista regarding Information Technology Services for the City of La Vista is hereby approved subject to review by the City Attorney as to form, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of La Vista, located in the County of Sarpy, State of Nebraska (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*, Reissue 2012.

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilizes the resources of the County's Information Services Department and to fairly compensated the County for the expense of the said service; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND  
FOREGOING, IT IS AGREED:

A. DUTIES OF CITY:

1. City shall pay to County compensation of \$35,000.00 in 4 equal quarterly installments (3 months), with the first payment due before July 1, 2014, with subsequent payments at 3 month intervals thereafter. This sum shall be increased by 3% per year in subsequent years of this contract, with said increase being effective as of July 1 of each subsequent year.
2. In the event that this contract is terminated prior to the end of its term, City's obligation to pay County shall be limited to an amount prorated for that portion of the contract term in which the contract is effective.

3. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater, within sixty (60) days. The County may utilize vendor accounts setup by the City with the City's permission to purchase replacement parts as required.
4. City will grant to County such access to the City's facilities and network resources as needed for the County to perform its duties as described herein.

B. **DUTIES OF COUNTY:** County will, in consideration of the above:

1. Provide certain services to the City, as further outlined in the Statement of Work and Service Level Agreement, which is attached hereto and made a part hereof by reference.
2. Provide City with monthly reports detailing the activities performed by County during subsequent months under the terms of this agreement.
3. Keep all city data and information confidential.
4. Participate in monthly Information Technology (I.T.) meetings with designated city representatives.
5. County shall provide licensing of software through its' vendors.
6. The City will be provided all network and system passwords upon execution of this contract. Changing the network and system passwords will require permission from the City and the City will be provided all new passwords and system access information.

C. **Exclusion of other Agreements** - The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.

- D. **Compliance With Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.
- E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.
- F. **Term of Agreement and Changes Hereto:** This Agreement may be terminated by either party upon 120 days notice. Unless previously terminated as provided for herein, this Agreement shall be in full force and effect for a period of three years, unless otherwise terminated. The compensation due from the City to the County shall increase by 3% in each subsequent year. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

COUNTY: Ms. Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

CITY: Pam Buethe  
City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128

- G. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.
- H. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

EXECUTED IN DUPLICATE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF LA VISTA, NEBRASKA,  
A Body Politic and Corporate.**

\_\_\_\_\_  
(SEAL)

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**COUNTY OF SARPY, NEBRASKA,  
A Body Politic and Corporate.**

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Chairman,  
Board of Commissioners of  
Sarpy County, Nebraska

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

# **Sarpy County Information Systems**

## **Statement of Work and Service Level Agreement**

### **for the City of La Vista**

#### **Section I: Technical Support Information**

##### **County Work Days (normal working hours)**

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on Sunday will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

##### **County Holidays that do not coincide with City Holidays Support**

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent issues (level 1 and 2 on Severity Level Chart, Appendix #1).

##### **Weekend and after Normal Working Hours Support**

SCIS will provide telephone support on weekends and after normal working hours (see County Work Days above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

##### **Support Response Time**

SCIS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCIS will be on-site within three (3) hours or at a mutually agreed scheduled time. Initial

contact may consist of a phone call, email, or face-to-face response.

### **Support Reporting**

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10<sup>th</sup> day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

SCIS will provide in the monthly report an indicator for when warranty work was performed on hardware.

## **Section II: Technical Equipment Inventory**

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

## **Section III: Technical Equipment Diagnosis and Repair**

### **Personal Computers, laptops, notebooks, and servers**

#### **Warrantied items**

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping)

#### **Non-Warrantied items**

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

### **Printers, plotters, and scanners**

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

#### **Network Equipment**

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

#### **Other technical Equipment**

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

### **Section IV: Software**

#### **SCIS will:**

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

### **Section V: Technical Training**

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00-4:00. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows Explorer.

## **Section VI: Consulting**

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

## **Section VII: Budget Recommendations**

SCIS staff will provide the City, by May 1<sup>st</sup> of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

## **Section VIII: Miscellaneous**

It is the goal of SCIS to provide the City of La Vista with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. However, SCIS services would be capped at seven hundred fifty (750) hours per year. If the City appears to be nearing the limit of 750 hours, SCIS will notify the City. Additional work after 750 hours will be billed at \$75 per hour in increments of 1/4 hour (15 minutes) billed on a monthly basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

## **Section IX: Exclusions**

This agreement does not include GIS services or software programming.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be \$75 per hour.

## Severity Level Definitions

Appendix #1

Level	Description	Scope	Example
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City.	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	Email Server Down Internet not working Server unreachable
2	Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application.	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	Network Switch out Phone issues WAN down
3	Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity.	Individual having difficulty, but basically operational.  Individual unable to carry out their tasks.	Issue with Software One of two monitors fail Recover a document/file
4 (low)	Individual request or problem that does not impact business.	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	Change font size Find a file, change name

F

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND DISTILLED SPIRITS AT LUCKY BUCKET BREWING COMPANY, 11941 CENTENNIAL ROAD ON JULY 25, 2014 IN CONJUNCTION WITH A BEER GARDEN.

WHEREAS, Lucky Bucket Brewing Company, 11941 Centennial Road is located within the City of La Vista; and

WHEREAS, Lucky Bucket Brewing Company has requested approval of a Special Designated Permit to sell and serve beer and distilled spirits at 11941 Centennial Road on July 25, 2014, in conjunction with a beer garden.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer and distilled spirits at Lucky Bucket Brewing Company, 11941 Centennial Road on July 25, 2014, in conjunction with a beer garden.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2014.

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# APPLICATION FOR SPECIAL DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov/](http://www.lcc.ne.gov/)

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

DO YOU NEED POSTERS? YES  NO

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

## COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441)  
(If you're a nonprofit organization leave blank)

L-104484

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: Lucky Bucket Brewing Co.

ADDRESS: 11941 Centennial Rd

CITY La Vista

ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Lucky Bucket Brewing Co.

ADDRESS: 11941 Centennial Rd CITY La Vista

ZIP 68128 COUNTY and COUNTY #  Sarpy 59

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>7-25-14</u>	Date <u>Hours</u>	Date <u>Hours</u>	Date <u>Hours</u>	Date <u>Hours</u>	Date <u>Hours</u>
From <u>6:00 pm</u>	From	From	From	From	From
To <u>10:00 pm</u>	To	To	To	To	To

a. Alternate date: N/A

b. Alternate location: N/A

(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting

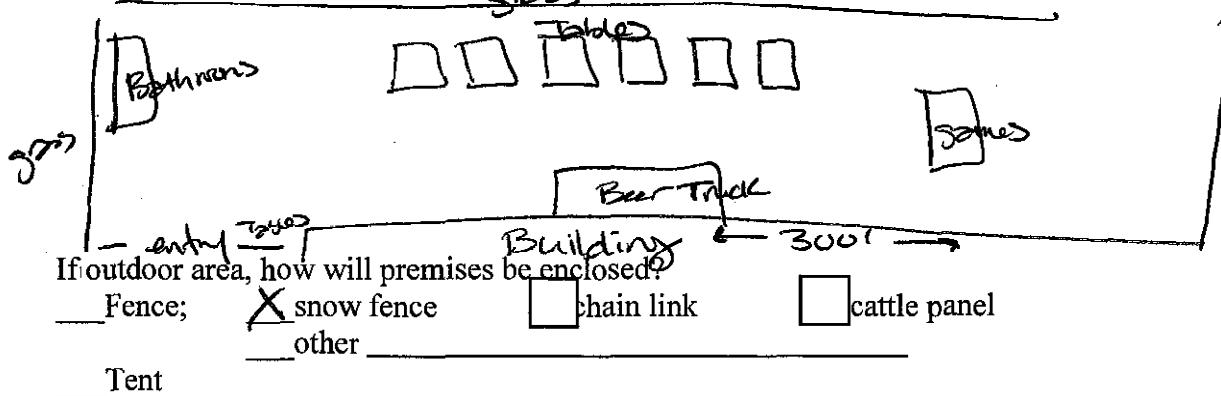
Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 300 x 90  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered IN FEET \_\_\_\_\_ x \_\_\_\_\_

\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)



If outdoor area, how will premises be enclosed?

Fence;  snow fence  chain link  cattle panel  
 other \_\_\_\_\_

Tent

8. How many attendees do you expect at event? 1000+

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

ID station at entry. Tickets required to enter.  
Wristbands to drink.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. \* **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES  NO   
**Non-Profit:** Where will you be purchasing your alcohol?

Wholesaler  Retailer  Both  BYO   
(includes wineries)

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_

14. Name and **telephone number/cell phone number** of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Addie Neman

Signature of Event Supervisor Addie Neman

Event Supervisor phone: Before 4025789574 During 4025789574  
Email address addie@luckybulletbrewing.com

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

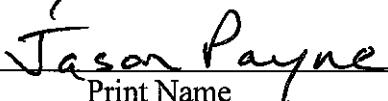
sign  
here



Authorized Representative/Applicant

OWNER  
Title

5/14/14  
Date



Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

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**TO:** Pam Buethe, City Clerk  
**FROM:** Robert S. Lausten, Police Chief  
**DATE:** 5-16-2014  
**RE:** Application for SDL  
**CC:**

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**Re: Lucky Bucket  
Special Designated Use Permit**

The La Vista Police Department has been informed and has reviewed the request by Lucky Bucket for a special designated use permit on 7-25-14 at 11941 Centennial Road in La Vista. The application states that there will be security staff present, therefore no concerns regarding the event identified by the police department at this time.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 3, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
EMPLOYMENT AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASST. CITY ADMINISTRATOR/ DIR. COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared to approve an employment agreement with Kevin Pokorny for the position of Director of Administrative Services.

**FISCAL IMPACT**

Funding is available in the FY14 General Fund budget to facilitate the transition of Kevin into the position of Director of Administrative Services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On May 6, 2014 the City Council accepted a plan that when implemented would improve organizational shortcomings and ensure efficiency within the current resources available. As a part of that plan, the position of Director of Administrative Services was created. Subsequently, Kevin Pokorny, who is currently serving as a Police Captain for the City, was determined to be a suitable candidate for this employment assignment.

An employment agreement has been drafted which will allow the City to appoint Pokorny to the civilian management position of Director of Administrative Services, initially on a temporary basis while on leave of absence from the Police Department and subsequently on a regular basis.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN EMPLOYMENT AGREEMENT WITH KEVIN L. POKORNY FOR THE POSITION OF DIRECTOR OF ADMINISTRATIVE SERVICES.

WHEREAS, in an effort to improve organizational shortcomings and ensure efficiency within the current resources available, the City Council of the City of La Vista has determined that a reorganization plan shall be implemented; and

WHEREAS, the reorganization plan calls for the creation of the position of Director of Administrative Services; and

WHEREAS, Kevin L. Pokorny is currently employed by the City in the position of Police Captain; and

WHEREAS, the City desires to assign Kevin L. Pokorny to the position of Director of Administrative Services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an employment agreement with Kevin L. Pokorny for the position of Director of Administrative Services and authorize the Mayor to sign said agreement.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2014.

**CITY OF LA VISTA**

ATTEST:

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**Douglas Kindig, Mayor**

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**Pamela A. Buethe, CMC**  
**City Clerk**

## AGREEMENT

This Agreement is made and entered into, by and between the City of La Vista, Nebraska, a city of the first class (the "City"), and Kevin L. Pokorny ("Employee" or "Pokorny"), as of the last date of signature below.

WHEREAS, Pokorny is presently employed as a police officer, holding the rank of Captain, in the City's Police Department ("Police Department"), and

WHEREAS, the City desires to appoint Pokorny to a civilian management position as the City's Director of Administrative Services, initially on a temporary basis while on leave of absence from the Police Department and subsequently on a regular basis, and the City desires to induce Pokorny to accept such civilian employment assignment, and Pokorny is willing to accept such civilian employment assignment on the terms stated in this Agreement.

NOW, THEREFORE, the City and Pokorny agree as follows:

### 1. Employment Assignments.

(A) Temporary Assignment and Leave of Absence from Police Department. The City agrees to assign Pokorny to, and Pokorny agrees to be employed in, the civilian management position of Director of Administrative Services of the City initially on a temporary basis while on leave of absence from the Police Department. Such civilian management assignment shall commence on START DATE, 2014, and shall continue through March 31, 2017 ("Temporary Assignment and Leave Period"), unless sooner terminated pursuant to or as allowed by this Agreement. In order to facilitate such assignment, Pokorny hereby requests a leave of absence from the Police Department from START DATE, 2014, until March 31, 2017. With the approval of the City's Chief of Police, which has already been granted, the City Administrator of the City hereby grants Pokorny such leave of absence. Such leave of absence shall be with salary, but such salary shall not be charged to the Police Department budget. The City Administrator of the City shall notify the La Vista Civil Service Commission that Pokorny has been granted such leave of absence.

(B) Regular Assignment as Director of Administrative Services. The parties presently expect that after March 31, 2017, Pokorny will be assigned to and will continue in uninterrupted employment of the City in the position of Director of Administrative Services of the City, on a regular, non-temporary basis.

(C) Employment Relationship; Disciplinary or Other Job Action During and After the Temporary Assignment and Leave Period. Beginning on START DATE, 2014, the rules, procedures and processes set forth in the Civil Service Act, in the civil service provisions of the La Vista Municipal Code, and in the Rules and Regulations of the La Vista Civil Service Commission, all of which apply to full-time police officers of the City, shall not apply respecting Pokorny's employment by the City, and Pokorny hereby waives the application of such civil service rules, procedures and processes. In lieu of such civil service rules, procedures and processes, the rules, procedures and processes that shall govern and apply to and respecting Pokorny's employment by the City beginning on START DATE, 2014, and continuing thereafter, shall be, except as otherwise modified by this Agreement, the rules, procedures and processes that apply to other civilian employees of the City, as such rules, procedures and processes are set forth in the City's Personnel Manual (as from time to time amended by the City). Consistent with the foregoing, but not in limitation thereof, the disciplinary rules, procedures and processes that shall apply to Pokorny in the position of City's Director of Administrative Services shall be those set forth in the City's Personnel Manual (presently, Sections 9.1 through 9.7 of the Personnel Manual, but as from time to time hereafter amended by the City), and review of any disciplinary action imposed on Pokorny by the City Administrator after START DATE, 2014, shall be by appeal to the City's Personnel Board pursuant to the City's Personnel Manual (as from time to time amended by the City) and not by appeal to or review by the La Vista Civil Service Commission.

(D) Pokorny's Future Resignation as a Police Officer. If Pokorny remains employed by the City as of the end of the Temporary Assignment and Leave Period on March 31, 2017, and if Pokorny has not tendered his resignation as a full-time police officer and member of the Police Department prior to that date, and proceeds in continuous, uninterrupted employment of the City as Director of Administrative Services beyond that date, then Pokorny automatically shall be considered to have resigned from his employment as a

police officer and member of the Police Department effective at 4:30 p.m. local time on March 31, 2017, and such resignation shall be automatically deemed to have been accepted by the City.

2. Time, Efforts and Duties. While serving as Director of Administrative Services, both during and after the Temporary Assignment and Leave Period, Pokorny shall diligently and conscientiously devote his full and exclusive employment time and attention, and his best efforts and energies, to the performance of his duties to the City as Director of Administrative Services, except as may be otherwise allowed by paragraph 4 of this Agreement. The duties of Pokorny as Director of Administrative Services of the City shall include the duties set forth in the position (job) description for the position of Director of Administrative Services, as from time to time amended by the City, as well as such other and additional duties as may from time to time be assigned to Pokorny by the City Administrator or by the City Administrator's delegate.

3. Compensation and Employee Benefits.

(A) Salary. While Pokorny is serving as Director of Administrative Services during the Temporary Assignment and Leave Period, and thereafter (assuming Pokorny remains employed by the City as Director of Administrative Services after the Temporary Assignment and Leave Period ends on March 31, 2017), the City from time to time shall fix and set Pokorny's rate of salary compensation by ordinance, but such salary shall not be less than the salary amount Pokorny would have received had Pokorny continued serving as a Captain in the Police Department. While Pokorny is serving as Director of Administrative Services, the City shall pay Pokorny his salary in approximately equal bi-weekly installments, on the same pay days and in the same manner as other director-level employees of the City.

(B) Sick Leave and Vacation Leave. Upon assuming the Director of Administrative Services duties effective on START DATE, 2014, Pokorny shall retain any accrued but unused sick leave and vacation leave he had accrued as a Police Department employee. Thereafter, however, Pokorny's entitlement to earn and use sick leave and vacation leave, and other types of paid leave, shall be as set forth in Sections 8.1 and 8.3 [but not including Subsection 8.1(2)] of the City's Personnel Manual, as presently written or as hereafter amended by the City from time to time.

(C) Retirement. While and so long as Pokorny continues to serve as Director of Administrative Services:

- (1) During the Temporary Assignment and Leave Period. During the Temporary Assignment and Leave Period, Pokorny shall continue to participate in the retirement plan of the City for police officers within the Police Department ("Police Plan"), and Pokorny's contributions and the City's contributions to the Police Plan shall continue as if Pokorny were performing his normal duties as Captain in the Police Department.
- (2) After the Temporary Assignment and Leave Period. After the Temporary Assignment and Leave Period ends on March 31, 2017, and if and as Pokorny continues thereafter in the employment of the City in the position of Director of Administrative Services on a regular, non-temporary basis, Pokorny's participation in and all contributions to the Police Plan shall cease. In lieu thereof, Pokorny, effective April 1, 2017, will become a participant in the retirement plan for civilian employees of the City ("Civilian Plan"), and Pokorny and the City shall contribute to such Civilian Plan as required and as limited by the terms of the Civilian Plan respecting other civilian employees of the City. Assuming Pokorny remains employed by the City as Director of Administrative Services after the Temporary Assignment and Leave Period ends on March 31, 2017:
  - (a) Pokorny's account(s) in the Police Plan as of the end of the Temporary Assignment and Leave Period on March 31, 2017, will remain subject to and in the Police Plan, and a new account or accounts will be established for Pokorny under the Civilian Plan as of April 1, 2017. The end of the Temporary Assignment and Leave Period and Pokorny's continuation thereafter in the employment of the City in the position of Director of Administrative Services on a regular, non-temporary basis shall not constitute a termination, separation or severance of or from service or employment of Pokorny with the City, or otherwise a distributable event under the Police Plan. On retirement or other termination of employment from the City, Pokorny would be eligible for distributions from both the Police Plan and the Civilian Plan.

- (b) If Pokorny moves from the Police Plan to the Civilian Plan mid-year, contributions to the Police Plan for that year will be based on Pokorny's compensation for the pre-move portion of the year and contributions to the Civilian Plan will be based on Pokorny's compensation for the post-move portion of the year.
- (c) Vesting of Pokorny in any contributions by the City to the Civilian Plan will be based on all years of service by Pokorny for the City, including service in the Police Department. Pokorny, with more than seven total years of service to the City, thus would be 100% vested in contributions by the City to the Civilian Plan.
- (d) Present contribution rates for the City and employees under the Police Plan are 6.5 percent of wage compensation (7 percent beginning October 1, 2015), but only 6 percent under the Civilian Plan. Whenever, under the terms of the applicable plan documents after Pokorny has begun to participate in the Civilian Plan rather than the Police Plan, the rate of City contributions to the Civilian Plan is less than the rate of contributions by the City to the Police Plan, then if Pokorny elects to contribute the dollar amount of such contribution difference (or a portion thereof) to the City's separate 457 plan, the City will increase Pokorny's salary compensation by the amount of such contribution difference (or the portion thereof that Pokorny elects to contribute under the 457 plan) so that Pokorny may elect to defer or contribute such amount under the City's 457 plan.

(D) Other Benefits and Terms and Conditions of Employment. Except as provided otherwise in this Agreement, Pokorny's other employee benefits, and other terms and conditions of employment, while he remains employed by the City as Director of Administrative Services during and after the Temporary Assignment and Leave Period, shall be the same as those uniformly provided by the City to civilian management employees of the City at the director level, as the City may establish and from time to time modify, amend or terminate such benefits, related benefit plans, and other terms and conditions of employment.

4. Police Activities by Pokorny. Whenever, during or after the Temporary Assignment and Leave Period, Pokorny is not working as a full-time police officer member of the Police Department, the City may allow Pokorny to spend limited and minor amounts of his time engaged in police work in the Police Department, on a part-time basis and with sufficient annual training to retain police officer certification. To the extent that the City allows such part-time police work, the City will pay no additional compensation to Pokorny for such part-time police work. Whether, and the extent to which, the City will permit such part-time police work by Pokorny, however, if any, will be subject to the approval of the City Administrator and the Chief of Police, as well as to the approval or consent of any collective bargaining representative of the full-time police officers of the Police Department. If Pokorny engages in any such part-time police work, Pokorny for himself, his heirs and his other beneficiary(ies) agrees:

- (A) Police officer "line of duty" death benefits under Neb. Rev. Stat. § 16-1010 shall not apply to Pokorny, his surviving spouse, or his minor children unless Pokorny dies in the line of duty while actually functioning as a police officer for the City or his death is caused by or is the result of injuries received by him in the line of duty while actually functioning as a police officer for the City; and
- (B) Police officer "line of duty" disability benefits under Neb. Rev. Stat. §§ 16-1011 and 16-1012 shall not apply to Pokorny unless Pokorny's disability (as defined in such statutes) is caused by or is the result of injuries received by him in the line of duty while actually functioning as a police officer for the City.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

6. Entire Contract. This Agreement constitutes the entire understanding and agreement between the City and Pokorny with regard to the subject hereof. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only by a writing signed by both parties.

7. Binding Effect. This Agreement shall not be effective until it has been approved by the Mayor and Council of the City, and signed by the Mayor of the City and by

Pokorny. The provisions of this Agreement thereafter shall be binding upon and inure to the benefit of both parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the City and Pokorny have signed this Agreement, to be effective as of the last date of signature below.

CITY OF LA VISTA, NEBRASKA,  
a city of the first class,

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Kevin L. Pokorny

Date: \_\_\_\_\_