

**BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING BUILDNG PERMIT FEE WAIVER  
FOR FENCE REPLACEMENT AT SARPY COUNTY'S LIFT STATION**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board of Commissioners; and,

WHEREAS, Quality Fence Company is replacing a white vinyl fence for a Sarpy County lift station generally located just north of Highway 370 on Sapp Bros. Drive, with a legal description of Tax Lot 10C1A, located in Sec 27, Twp 14N, Rng 11E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska; with a cost of which is estimated at \$1,384.83 with a building permit fee of \$23.50. Sarpy County does not wish to expend public funds for the payment of a building permit fee.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNT BOARD OF COMMISSIONERS THAT the building permit fee for Sarpy County is hereby waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Moved by \_\_\_\_\_ seconded by \_\_\_\_\_, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

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ABSTAIN:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

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

\_\_\_\_\_  
County Attorney

Sarpy County Board of Commissioners Report  
Report prepared August 25, 2010  
County Board Date: August 31, 2010

Subject	Type	By
Request to waive building permit Fee for a fence replacement at Sarpy County's lift station location on behalf of Sarpy County.	Resolution	Rebecca Horner, AICP Planning Director

**Request**

- This is a request to waive the building permit fees for a fence replacement project at Sarpy County's lift station located north of Highway 370 off Sapp Brother's Drive. The fence is required and surrounds Sarpy County's lift station within the Commerce Business Park subdivision.

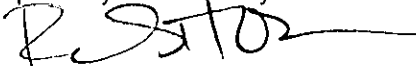
**Analysis**

- The fence replacement requires a building permit. The estimated permit fee is \$23.50.
- The Sarpy County Board of Commissioners has received several requests by public agencies over the past several years to waive building permit and related fees:
  - South Sarpy School District #46, Platteview High School addition, fee was waived on October 28, 2003.
  - Millard Public Schools, District #17 elementary school, fee was waived March 9, 2004.
  - Agricultural Society, 4-H Livestock building, fee was waived on March 29, 2005.
  - Gretna Public Schools, District #37 elementary school, fee was waived on April 11, 2006.
  - Millard Public Schools, Elementary School #25, fee was waived on January 23, 2007.
  - Springfield Rural Fire Protection District, Fire Station, fee was waived on February 3, 2009.
  - Gretna Rural Fire District Fire Station fee was waived on July 28, 2009.
  - Sarpy County Law Enforcement Center and Garage fee was waived on October 20, 2009.
  - Sarpy County Law Enforcement Center and Garage grading permit fee was waived on October 27, 2009.
  - Gretna Public Schools to add portables at Palisades Elementary permit fee was waived July 13, 2010.

**Recommendation**

- The Sarpy County Board of Commissioners has been supportive of waiving fees for public entities that receive funding from taxpayers in the County.
- For this reason I recommend approval to the request to waive the total building permit fees of approximately \$23.50.

Respectfully submitted by:



Rebecca Horner, AICP  
Planning Director



# Quality Fence Company

Omaha's Most Trusted Fence Company

QUALITY FENCE CO. 17716 Storage Road  
OMAHA, NEBRASKA 68136 (402) 896-9325, Fax: (402) 894-0076

## PROPOSAL/CONTRACT

Page 1  
08/09/2010

### Customer Information:

SARPY CO. PURCHASING  
1210 GOLDEN GATE DR.  
PAPILLION, NEBRASKA 68046

### Job Information:

HWY 370 & SAPP BROS DR  
PAPILLION, NE

### Notes:

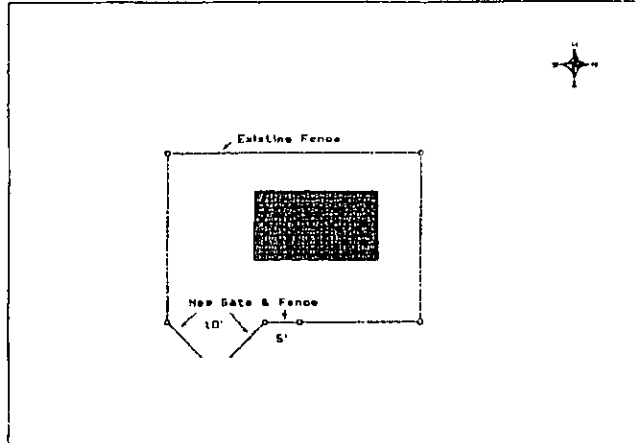
Remove & haul away damaged 6'tall x 15' wide white vinyl double drive gate.

Install 6'tall x 5'wide tongue & groove style white vinyl privacy fence.

Install 6'tall x 10'wide tongue & groove style white vinyl double drive gate. Post to be filled w/ cement.

Customer will be responsible for necessary Building permit & fees.

Exclusions: Coring charges, if necessary.



QUALITY FENCE CO. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

QUALITY FENCE CO. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. QUALITY FENCE CO. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does QUALITY FENCE CO. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

QUALITY FENCE CO. will assume the responsibility for having underground public utilities located and marked. However, QUALITY FENCE CO. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing QUALITY FENCE CO. to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly

intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A service charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of QUALITY FENCE CO. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Customer agrees to provide or reimburse QUALITY FENCE CO. for all required permits.

Approved & Accepted for Customer:

Brian Hanson  
Customer

Date

Accepted for QUALITY FENCE CO.:

[Signature]  
Salesperson

8/20/10  
Date

Contract Amount: \$ 1314.83

Down Payment: \$

Balance Due: \$

# ADDITIONAL INFORMATION - COMMERCIAL

To be returned with signed contract and plot plan.

All paperwork must be completed so we can start processing your contract!

\* Do you have a detached garage, outbuilding or security lights? NO NO ?  
If yes, do they have any phone, gas or electric lines to them? Yes - phone Other unsure

\* \*\*NOTE\*\* Please be advised that Quality Fence Company, Inc. contacts Diggers Hotline to locate all public utility lines. This does NOT include private lines. Quality Fence Company, Inc. will not be responsible for any damage to private lines.

Brian Hanson  
Customer's acknowledgement

\* Do you have a Sprinkler System? ( ) YES (  ) NO

\* Acknowledgment that Quality Fence Company is not responsible for any damage to any sprinkler system or sprinkler heads.

Brian Hanson  
Customer's acknowledgement

\* \*\*NOTE\*\* Sprinkler lines are run underground. Since we do not know the location of the water supply lines and we must follow the agreement for the location of the fence, we can not be held responsible for damages to the lines or heads.

Our posts will be set in concrete approximately 36" deep and we will be placing your fence at ground level from post to post. If you have a swell or dip in the yard, you might experience a small gap under the fence.

\* Where can we put the extra dirt? \_\_\_\_\_  
(Since we concrete our posts, there will be dirt left over. Quality Fence will not haul away dirt).

## Additional Change Orders:

Brian Hanson  
Customer Signature

[Signature]  
Quality Fence Rep Signature

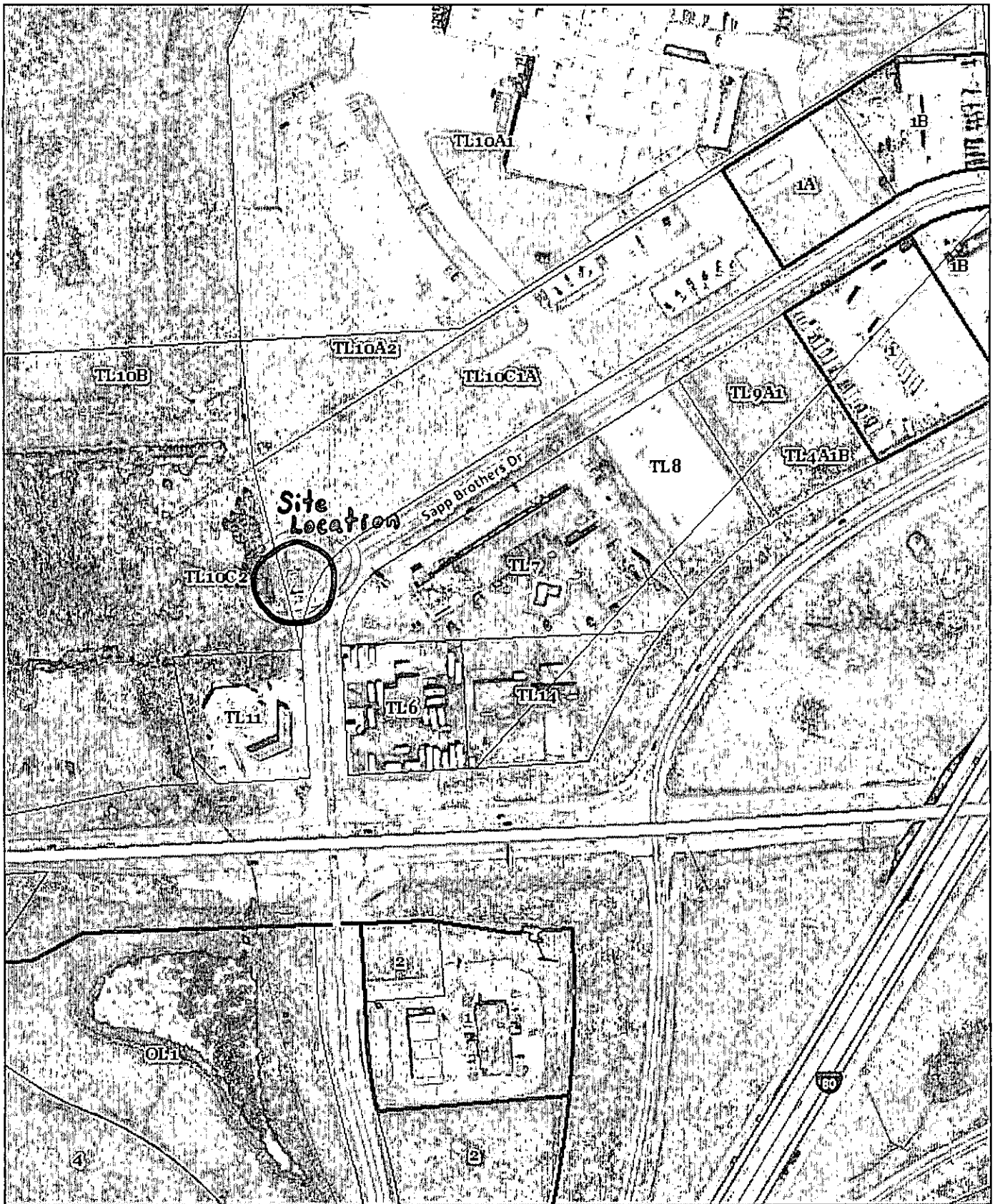
Office Use only:

Permit Fee \_\_\_\_\_  
Planning Dept. Fee \_\_\_\_\_

Tax \_\_\_\_\_

11002

# Sarpy County, Nebraska



Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale  
1 inch = 222 feet

8/25/2010