

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING JULY 17, 2012

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 July 17, 2012. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Also in attendance were City Administrator Gunn, Assistant City Administrator Ramirez, City Attorney McKeon, City Clerk Buethe, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Community Development Director Birch, Finance Director Lindberg, Recreation Director Stopak, Public Building and Grounds Director Archibald, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on July 4, 2012. 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.

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

Mayor Kindig 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.

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

SWEAR IN POLICE OFFICER – JOSHUA MCNEIL

Mayor Kindig and Police Chief Lausten swore in Police Officer Joshua McNeil.

SERVICE AWARD – SCOTT WOOD- 20 YEARS

Mayor Kindig recognized Scott Wood for 20 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED

2. APPROVAL OF CITY COUNCIL MINUTES FROM JULY 3, 2012

3. APPROVAL OF PARKS AND RECREATION ADVISORY COMMITTEE MINUTES- MAY 16, 2012

4. MONTHLY FINANCIAL REPORT – JUNE 2012

5. PAY REQUEST – HANNA:KEELAN ASSOCIATED, P.C. – PROFESSIONAL SERVICES – 84TH STREET REDEVELOPMENT AREA - \$6,500.00

6. PAY REQUEST – THOMPSON DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – APPLEWOOD CREEK IMPROVEMENTS - \$3056.05

7. FINAL PAY REQUEST – DOUGLAS COUNTY TREASURER – HELL CREEK STREAM STABILIZATION PHASE 1 - \$59577.27

8. APPROVAL OF CLAIMS

9. APPROVAL OF MANAGER APPLICATION – SWIZZLE STIX LOUNGE INC. DBA JIMBO'S DINER/LA VISTA KENO – COLLEEN OLSON.

3E-ELECTRICAL, bld&grnds	270.00
3M, supplies	331.20
AA WHEEL & TRUCK, maint.	49.25
ABE'S PORTABLES, rentals	170.00
ACCO UNLIMITED, supplies	125.20
ACTION BATTERIES, supplies	438.75
ALAMAR UNIFORMS, apparel	218.97
ARAMARK UNIFORM, services	451.26
A-RELIEF, bld&grnds	124.00
AUTO GLASS TINT, maint.	150.00
BAKER & TAYLOR, books	201.77
BAUDVILLE, supplies	79.85
BBE, rentals	59.09

MINUTE RECORD

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

July 17, 2012

BLACK HILLS ENERGY, utilities	19.73
BOB'S RADIATOR REPAIR, maint.	110.00
BOUND TREE MEDICAL, supplies	317.66
BRENTWOOD AUTO, services	49.00
BUILDERS SUPPLY, maint.	30.00
BULLEX INC., training	16571.67
CAPSTONE, books	59.91
CARDMEMBER SERVICES, supplies	6883.24
CENTURY LINK, utilities	48.87
CHANSAL, L., refund	85.00
CHEMSEARCH, maint.	466.44
CHERCK, M., refund	28.89
CITY OF COUNCIL BLUFFS, training	240.00
CITY OF OMAHA, services	91372.19
CJ'S HOME CENTER, supplies	806.33
CONTROL MASTERS INC., bld&grnds	72.50
CORNHUSKER INTL TRUCKS, maint.	17.34
COX, utilities	207.30
DITCH WITCH, maint.	72.80
DOUGLAS CTY SHERIFF, services	337.50
DULTMEIER, supplies	137.15
EDGEWEAR SCREEN PRINTING, apparel	418.00
ELECTRONIC ENGINEERING, maint.	32.90
EXCHANGE BANK, rental	2588.43
FILTER CARE, maint.	62.25
G I CLEANER & TAILORS, services	243.75
GALE, books	256.39
GASSERT, M., services	524.00
GCR TIRE CENTERS, supplies	477.18
GENUINE PARTS, maint.	947.49
GODFATHER'S PIZZA, supplies	66.43
GRAYBAR ELECTRIC, equip.	59.47
GREAT PLAINS ONE-CALL, services	280.37
GREENKEEPER, supplies	1467.50
GUNN, B., mileage	193.89
H & H CHEV., maint.	43.53
HEARTLAND PAPER, supplies	324.00
HENDERSON, A., refund	6.99
HOME DEPOT, maint.	302.90
HOST COFFEE, conc.	50.75
HUSKER MIDWEST PRINTING, printing	233.48
INDUSTRIAL SALES, bld&grnds	2698.92
J Q OFFICE EQUIP., services	216.08
KRIHA FLUID POWER, maint.	106.36
LANDS' END, apparel	71.43
LAUGHLIN, KATHLEEN A, TRUSTEE	474.00
LEXIS NEXIS, books	40.49
LIFE ASSIST, supplies	190.16
LIFEGUARD STORE, supplies	318.90
LNM, training	190.00
LOGAN CONTRACTORS, bld&grnds	302.82
LOVELAND GRASS PAD, bld&grnds	277.20
LYMAN-RICHEY, bld&grnds	205.62
MARTIN MARIETTA, maint.	169.55
MATHESON TRI-GAS, equip.	637.29
MCCANN PLUMBING, bld&grnds	31.00
MICHAEL TODD, maint.	714.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	1681.88
MIDWEST FENCE, maint.	599.29

MINUTE RECORD

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

July 17, 2012

MIDWEST TAPE, media	963.36
MIDWEST TURF & IRRIGATION, maint.	118.71
MNJ TECHNOLOGIES DIRECT, services	896.00
NE DEPT OF ECONOMIC DEV., training	260.00
NE DEPT OF ROADS	110676.42
NEBRASKA AIR FILTER, bld&grnds	346.60
NEBRASKA CODE OFFICIALS ASSN, training	360.00
NEBRASKA FIRE CHIEF'S ASSN, dues	20.00
NEBRASKA IOWA SUPPLY, supplies	11360.00
NEBRASKA STATE VOLUNTEER, dues	1240.00
NEBRASKA TURF PRODUCTS, supplies	182.85
NEUMAN EQUIPMENT, bld&grnds	28.05
NFPA, dues	165.00
NUTS AND BOLTS, maint.	32.57
OCSI TRAINING, training	120.00
OFFICE DEPOT, supplies	548.11
OMAHA WORLD HERALD, adv.	745.78
OPPD, utilities	50909.66
O'REILLY AUTO., supplies	1003.23
OXMOOR HOUSE, books	36.91
PAPILLION SANITATION, services	304.11
PARAMOUNT LINEN & UNIFORM, services	471.24
PARTSMaster, equip.	169.55
PAYLESS OFFICE, supplies	256.38
PEPSI COLA, conc.	412.20
PETTY CASH	1560.00
PLAINS EQUIPMENT, maint.	329.65
PLEISS, T., services	40.00
PREMIER-MIDWEST BEV., supplies	262.50
PRO-SIGN & SCREEN PRINTING, apparel	250.00
PUNTENEY, K., permits	46.95
READY MIXED, maint.	1527.46
RETRIEVEX, services	85.11
SAM'S CLUB, supplies	2779.75
SARPY COUNTY REGISTER OF DEEDS	35.50
SARPY COUNTY TREASURER	10128.71
SCHEMMER ASSOCIATES, services	520.96
SIRCHIE FINGER PRINT LABS, supplies	73.43
SPIERS, J., refund	15.00
STANDARD HEATING, bld&grnds	2595.77
STATE STEEL OF OMAHA, bld&grnds	173.29
SUN COUNTRY, maint.	549.88
SUPERIOR SPA & POOL, equip.	23.98
TED'S MOWER, maint.	494.97
THERMO KING CHRISTENSEN, maint.	347.34
THOMPSON DREESSEN & DORNER, services	212.50
TITAN MACHINERY, maint.	80.54
TJ CABLE & UNDERGROUND SVCS, equip.	3684.00
TRACTOR SUPPLY, maint.	49.13
UHL, R., mileage	192.00
USI EDU., supplies	93.19
USPS, postage	1554.24
VERIZON, phone	399.00
WASTE MANAGEMENT NE., bld&grnds	1562.76
WENZEL, K., books	7.95
WILSON, S., services	200.00
WOODHAVEN COUNSELING, services	225.00

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Gowan. Councilmember Quick reviewed the claims for this period and reported

MINUTE RECORD

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

July 17, 2012

that he found everything to be in order. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reminded everyone that the City Council Meeting on August 7th, 2012 would begin at 6:00 P.M.

Police Chief Lausten reported that new Police Officer Joshua McNeil was certified in 2009 and will begin a two week orientation followed by a 14 week field training program spending time with three different Officers. Lausten also reported that Officer Rothe will be leaving the force on July 31st, 2012. Applications to fill the position will be accepted until August 15th, 2012.

Public Buildings and Grounds Director Archibald reported that the wireless dishes purchased were installed and use would begin by the end of the week.

Library Director Barcal reported that an Eagle Scout was helping with projects at the Library and that a Book Fair was being held.

B. APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT APPROVAL - LOTS 1&2

1. PUBLIC HEARING

At 7:10 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Application for Replat and Subdivision Agreement Approval – Lots 1&2.

Councilmember Carlisle made a motion to continue the public hearing at the applicants request until the August 7, 2012 meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Absent: None. Motion carried.

C. RESOLUTION – CONSTRUCTION ENGINEERING CONTRACT AUTHORIZATION – 96TH STREET, PORTAL TO HARRISON MAPA – 4017(4)

Councilmember Carlisle introduced and moved for adoption of Resolution 12-075: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A TASK ORDER AGREEMENT WITH ALFRED BENESCH & COMPANY TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE 96TH STREET, PORTAL TO HARRISON PAVEMENT REHABILITATION PROJECT.

WHEREAS, the City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of La Vista and Alfred Benesch & Company wish to enter into a Professional Services Agreement to provide construction engineering services for the Federal-aid project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the construction engineering services agreement between the City of La Vista, Nebraska and Alfred Benesch & Company.
NDOR Project Number: MAPA-5017(4).
NDOR Control Number: 22478
NDOR Project Description: 96th St, Portal-Harrison, La Vista

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

MINUTE RECORD

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

July 17, 2012

D. RESOLUTION – APPROVAL TO PURCHASE DIGITAL RADIOS

Councilmember Quick introduced and moved for the adoption of Resolution No. 12-076; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPOSAL SUBMITTED BY D & D COMMUNICATIONS, OMAHA, NE FOR PURCHASE OF MOTOROLA 800 MHZ P25 DIGITAL RADIOS.

WHEREAS, the City Council of the City of La Vista has determined that purchasing the Motorola 800 MHz P25 digital radios is necessary; and

WHEREAS, said purchase of Motorola 800 MHz P25 digital radios is in the best interest of the citizens of La Vista.

WHEREAS, the FY12 budget contains funding for this project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, accept the proposal submitted by D & D Communications Omaha, NE for the purchasing the Motorola 800 MHz P25 digital radios in an amount not to exceed \$34,587.81.

Seconded by Councilmember Carlisle. Councilmember Sheehan asked if these radios would be compatible with the new radio system? City Administrator Gunn stated that they are compatible and this is the third purchase of this type of radios in this fiscal year. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

E. RESOLUTION – SMOKE FREE AREAS – LA VISTA PUBLIC PARKS AND RECREATIONAL FACILITIES

Councilmember Sell introduced and moved for the adoption of Resolution No. 12-077; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING, TO THE EXTENT POSSIBLE, THAT AREAS, WHERE FIELDS FOR PLAYING SPORTS IN LA VISTA PARKS AND THE SPORTS COMPLEX, ARE DESIGNATED AS TOBACCO FREE AREAS.

WHEREAS, the Mayor and City Council have determined that second hand tobacco smoke, even in open areas, can be damaging to the health of children and adults;

WHEREAS, children who observe adults using tobacco products may choose to emulate unhealthy behaviors;

THEREFORE, BE IT RESOLVED that it is the policy of the City Council that:

1. The use of tobacco products is not allowed in areas designated in parks or other recreational facility of the City where fields for playing sports are located;
2. Smoking is defined as carrying a lighted cigarette, cigar, pipe, or any other paraphernalia containing a lighted tobacco product as defined herein;
3. The use of smokeless tobacco products is not allowed in areas designated in parks or other recreational facility of the City where fields for playing sports are located;
4. No tobacco products shall be discarded or thrown onto the ground in areas designated in parks or other recreational facility of the City where fields for playing sports are located;
5. Tobacco products shall include any substance containing tobacco leaf, including without limitation, cigarettes, cigars, pipe tobacco snuff, chewing tobacco, dipping tobacco/snuff, or any finely cut, ground or powdered tobacco leaf intended for placement in the human body.
6. La Vista Public Fields designated are located in the following:
 - A. City Park
 - B. Kelly McMahon Park
 - C. La Vista Sports Complex

MINUTE RECORD

July 17, 2012

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the elimination of the use of tobacco products in areas designated in parks or other recreational facility of the City where fields for playing sports are located and authorize the purchase and posts and placement of signs indicating this.

Seconded by Councilmember Carlisle. Councilmember Quick asked Joand Friedman with the Nebraska Tobacco Coalition if there was a challenge to make Nebraska smoke free. Friedman stated that she hopes that is a reality some day. Councilmember Ellerbeck questioned if this was a statement of advisement. Police Chief Lausten reported that the Police have no legal ability to enforce at this time. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

F. CLASS C LIQUOR LICENSE APPLICATION – NEBRASKA CVS PHARMACY, L.L. DBA CVS/PHARMACY #2741

1. PUBLIC HEARING

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Class C Liquor License Application for Nebraska CVS Pharmacy, L.L. dba CVS/Pharmacy #2741. Chris Kelly, Dale ZurKammer, and Sarah Ashcraft representing CVS Pharmacy were available to answer any questions.

At 7:18 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Crawford introduced and moved for the adoption of Resolution No. 12-078; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR NEBRASKA CVS PHARMACY LLC DBA CVS/PHARMACY 2741, LA VISTA, NEBRASKA.

WHEREAS, Nebraska CVA Pharmacy LLC dba CVS/Pharmacy 2741, 6901 S 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Nebraska CVA Pharmacy LLC dba CVS/Pharmacy 2741, 6901 S 84th Street, La Vista, Sarpy County, Nebraska.

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

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

COMMENTS FROM THE FLOOR

There were no Comments from the Floor.

MINUTE RECORD

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

July 17, 2012

G. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS; LAND ACQUISITION; PERSONNEL

At 7:20 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for contract negotiations and negotiating guidance regarding land acquisition and for the protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:28 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 8:28 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2012.

CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP JULY 16, 2012

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 16, 2012. Present were Mayor Kindig and Councilmembers Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Public Building & Grounds Director Archibald, Finance Director Lindberg, Library Director Barcal, Community Development Director Birch, Recreation Director Stopak, City Clerk Buethe, Deputy Clerk Garrod, Public Buildings & Grounds Maintenance Assistant Siebels, Human Resource Generalist Fagin, Police Captain Barcal, Chief Building Official Sinnett, City Planner Solberg, Assistant Public Works Director/City Engineer Kottmann, Streets Superintendent Goldman, Parks Superintendent Lukasiewicz, Park Foreman Thornburg, Sewer Foreman Foster, Assistant Recreation Director Karlson, Recreation Program Director Carstensen, Assistant Library Director Linhart, Golf Course Services Manager Dinan, and Golf Course Superintendent Calentine.

A notice of the meeting was given in advance thereof by publication in the Times on July 4, 2012. 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.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT

Mayor Kindig made an announcement of the location of the posted copy of the Open Meetings Act for public reference.

IV. GENERAL FUND OVERVIEW – GUNN/LINDBERG

City Administrator Gunn gave an overview of the budget.

Gunn stated that a new process for budgets involves Mid-level Managers doing the budget with the help of their Department Head. This allows them to be more involved in controlling the budgets they work from and understanding how budgets work. Gunn thanked the Mid-level Managers for their hard work.

Gunn stated operating budgets are again at a 0% increase in the base. Staff will continue to watch in the future to avoid any problems with low cash reserve. Delays of purchases will continue as in the current year. Gunn gave an overview of the tax history. Gunn stated that a tax increase is not being proposed for FY13. Gunn stated the valuation is flat and may go down this year. Gunn recommended decreasing the General Fund levy to .49 and adding .01 to the Debt Service Fund.

Gunn stated that the city's debt capacity is fine and the city's fiscal agent continues to watch our debt and states the city is in good shape.

Finance Director Lindberg addressed Council regarding the assumptions included in the budget forecast. She went over the Annexation Plan for FY13. Annexations are forecast for future years. The growth rate is 11% over the past 10 years. Sales tax is forecast conservatively to be up 2% in FY13.

Lindberg stated that the expense forecast is based upon 8% annual growth in personnel costs and 0% in operations. (Personnel costs, including insurance are 2% personnel, 6% health insurance and 0% dental insurance).

MINUTE RECORD

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

July 16, 2012 Budget Workshop

Lindberg stated that the budgets of Administration, Street Administration, and Human Resources proposed are a 70/30 split as in the current fiscal year. The reserve is at 20% which is where the city wants it to be.

Councilmember Sell asked if an insurance increase of 0% is realistic. City Administrator Gunn stated that the large increase in health insurance in the past has been a large expense to the City and we need to look at what we can do to decrease that cost.

V. GENERAL FUND BUDGET PRESENTATIONS

Deputy City Clerk Garrod reviewed the budget for Mayor and Council indicating some minor increases due to increases in travel costs and additional training opportunities. A proposed increase in the salaries of the Mayor and Council was proposed. The Mayor and Council agreed that there would be no increase in FY13.

Garrod reviewed the budget for Boards and Commissions, indicating that there are no increases requested.

Public Buildings & Grounds Maintenance Assistant Siebels reviewed his budget with Council. An increase is proposed in other contractual services due to increased expenses being passed on by Metro Community College. An increase is also proposed in training for local monthly meetings.

City Clerk Buethe reviewed the Administration budget with Council. She stated that the City Administrator is recommending the reassignment of an existing staff member to the position of Assistant to the City Administrator. This reassignment will create increases in the Administration budget but decreases will be seen on other budgets in correlation with these increases. Travel and Training increases are due to an annual conference in 2012 and 2013 that will fall in the same fiscal year and the addition of attendance by the Assistant to the City Administrator to one of the conferences. Buethe stated that a request to increase other charges is for funding a folding machine, binding machine and camera. An expense of \$3915.00 is being requested to engage an insurance auditor to determine whether we are receiving the appropriate services and coverage and if the cost is in line with the market.

Human Resource Generalist Fagin reviewed the Human Resources budget and stated that an increase is requested to conduct a market comparability study of the City's wage ranges.

Police Captain Barcal reviewed the police department's budget with Council. Lausten stated the operating budget is flat except for slight increases in fuel costs. There is no request for additional staff in FY13.

Barcal reviewed the budget for animal control services stating that the cost is based on the population and CPI.

Fire Chief Uhl reviewed the Fire Department's budget with Council. Uhl stated that increases requested are due to rising fuel costs, replacement of disposable rescue squad supplies and a new line item for funds for the emergency management team to continue to conduct disaster drills and tabletop exercises. Uhl stated that he requested \$15,000.00 to replace bunker gear and \$7,500.00 is being recommended by the City Administrator. Councilmember Sell stated that having disaster drills and training is good for the City. Councilmember Carlisle made a motion to approve \$15,000.00 for bunker gear purchase. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

Chief Building Official Sinnott and City Planner Solberg reviewed their Department's budget with Council. Requests for next year include proposed increases to professional services, travel expense and legal fees with decreases in training and contractual services. Mayor Kindig asked if it is necessary for all inspectors to go to training out of state. Sinnott stated that inspectors can obtain the greatest amount of CEU's at this training and they work with the contractors to prepare for their absence.

Assistant Public Works Director Kottmann presented the Street Administration budget to Council. He stated that a slight increase in travel expenses. A request for social media training was requested. City Administrator Gunn stated that the IT Committee is planning social media training for all staff.

MINUTE RECORD

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

July 16, 2012 Budget Workshop

At 7:17 p.m., Councilmember Sheehan made a motion to take a ten-minute recess. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

At 7:28 p.m. Councilmember Carlisle made a motion to reconvene the meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

Street Superintendant Goldman reviewed the Street Operating budget with Council. He stated that increases are due to purchase of tires for the Bobcat, utilities costs, updating business cards, contractual services, participation in LEAD, and buildings and grounds repairs.

Parks Superintendant Lukasiewicz reviewed the Parks Division budget with the Council. Soucie stated that the increases are due to the transition of two maintenance worker I position to maintenance worker II positions, utilities, wearing apparel (safety shirts), motor vehicle supplies, and contractual services.

Parks Sports Complex Foreman Thornburg reviewed the Sports Complex budget with Council. Thornburg stated increases include the transition of a maintenance worker I position to a maintenance worker II position, additional safety equipment, utilities, purchase of aggregate, replacement doors for the dugout, a tank sprayer, and motor vehicle maintenance. Mayor Kindig asked if we already have a sprayer. Parks Superintendent Lukasiewicz explained the need for another kill mix sprayer as they cannot use this sprayer for other chemicals.

Assistant Recreation Director Karlson reviewed the Recreation Department's budget with Council. Karlson stated his budget is holding steady with slight increase for the Senior ENOA Program and food supplies, sports equipment, Senior entertainment and utilities.

Karlson reviewed the Pool budget with Council. He stated that there are no additional requests.

Recreation Program Director Carstensen reviewed the Senior Bus Service budget with Council. Carstensen stated that the budget is steady with a slight increase in motor vehicle supplies. Discussion was held regarding fees and increased ridership at certain times of the day.

Assistant Library Director Linhart reviewed their budget with Council. Linhart stated increases are due to the need to update public computers.

Lindberg reviewed the Public Transportation budget with Council. No change is requested from last year.

VI. GENERAL FUND CAPITAL EXPENDITURES – GUNN/SOUCIE

City Administrator Gunn stated that all capital outlay requests are not excessive but there is just limited funding available. The department heads went through and decided which equipment would be recommended for purchase. Public Works Director Soucie explained the process used by the group and gave the recommended purchases with each department head answering any questions regarding any of their items.

VII. MASTER FEE SCHEDULE – LINDBERG

Finance Director Lindberg gave an overview of proposed changes to the master fee schedule

VIII. COMMENTS FROM THE FLOOR

None.

IX. COMMENTS FROM MAYOR AND COUNCIL

None.

MINUTE RECORD

July 16, 2012 Budget Workshop

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

X. ADJOURNMENT

At 8:56 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

I:\Administration\MGarrod\City Council\2012\071612 Workshop.doc

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP JULY 18, 2012

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 18, 2012. Present were Councilmembers Sell, Ronan, Quick, Sheehan, Carlisle, Ellerbeck, Crawford and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Public Building & Grounds Director Archibald, Finance Director Lindberg, Library Director Barcal, Community Development Director Birch, Recreation Director Stopak, City Clerk Buethe, Deputy Clerk Garrod, Public Buildings & Grounds Maintenance Assistant Siebels, Human Resource Generalist Fagin, Police Captain Barcal, Chief Building Official Sinnott, City Planner Solberg, Assistant Public Works Director/City Engineer Kottmann, Streets Superintendent Goldman, Parks Superintendent Lukasiewicz, Park Foreman Thornburg, Sewer Foreman Foster, Assistant Recreation Director Karlson, Recreation Program Director Carstensen, Assistant Library Director Linhart, Golf Course Services Manager Dinan, and Golf Course Superintendent Calentine.

A notice of the meeting was given in advance thereof by publication in the Times on July 4, 2012. 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.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

III. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT

Acting Mayor Quick made an announcement of the location of the posted copy of the Open Meetings Act for public reference.

IV. BUDGET REVIEWS

Sewer Fund

Finance Director Lindberg provided an overview of the sewer fund stating that, based on the user rate study and annual increase of 8% in sewer use fees is reflected in the Master Fee Schedule. Capital Requests of \$72,000 are recommended for funding.

Sewer Foreman Foster reviewed the sewer maintenance with the Mayor and City Council. Increases are being requested for the transition of a Maintenance Worker I position to a Maintenance Worker II position, motor vehicle supplies, travel expenses, cleaning services, contractual services, and equipment maintenance.

Assistant Public Works Director Kottmann gave an overview of the Storm Water Management Account which manages grant funding made available by the NDEQ for implementation of the Storm Water Management Plan for the City of La Vista.

Debt Service Fund

Lindberg provided an overview of the Debt Service Fund. Lindberg stated that the recommendation is to increase the levy toward the debt service fund by one cent and to lower the general fund levy by that same amount so there will be no increase in the overall tax levy.

Capital Improvement Program

Assistant City Administrator Ramirez stated that there are projects carried over to FY13 that won't be done in FY12. Many projects were moved out to pending as the debt service fund cannot support any more projects. There are several IT projects that have been moved into the FY13 budget including financial software, and new technology equipment for the council chambers. Some projects in the Program are contingent on grant funding. Request totals about 1.7 million dollars this year from various funding sources.

MINUTE RECORD

July 18, 2011 Budget Workshop

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

Lottery Fund

Finance Director Lindberg stated that Lottery revenue this year is projected slightly higher than in FY12. Lindberg gave an overview of the FY13 recommended budget for the Lottery fund.

Golf Fund

Lindberg stated that final payment for the golf course will be in December 2013.

Golf Course Manager Dinan gave an overview of the golf clubhouse budget stating that all requests are at the same level as last year except for a request to lease two new carts and additional funding to complete the updating of the clubhouse restrooms.

Golf Course Maintenance Superintendant Calentine gave an overview of the golf maintenance budget. Reductions reflected in salary items due to transfer of time to the Assistant to the City Administrator position. Requesting additional funding for motor vehicle supplies, utilities, and dues and subscriptions.

Economic Development Fund

Gunn stated that a sales tax transfer from the General fund in the amount of \$600,000.00 is recommended as it will help to lessen the transfer in future years. In FY17 the JQ Hammons load will be paid in full.

Off-Street Parking Fund

Kottmann reviewed the Off Street Parking budget with Council. Kottmann stated they are requesting an increase in funding for botanical supplies, utilities, and purchase of a spare pump for the water feature.

V. FOLLOW UP FROM JULY 16

Gunn stated that Chief Uhl provided information on the replacement schedule for turn out gear and you also have information on Senior Bus Services. Gunn would like to go back to Ralston and see if there are some more palatable options for fees. Stopak stated that we receive 50% of our funding for Senior Bus Service from the State of Nebraska public transportation assistance program.

VI. COMMENTS FROM THE FLOOR

None

VII. COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell thanked the expanded staff for the work done to present this recommended budget.

VIII. ADJOURNMENT

At 6:52 p.m. Councilmember Carlisle made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2012.

CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
SAFETY COMMITTEE MEETING
MINUTES

April 24, 2012

I. CALL TO ORDER

A meeting of the Safety Committee convened on April 24, 2012 at 9:00 AM at the La Vista Police Station, 7701 So. 96th St, La Vista, NE. Called to order at 9:06 AM by Sinnett.

Present: Rich Uhl, Jeff Sinnett, Pam Buethe, Jeff Siebels, Mary Alex, and Kevin Pokorny

Absent: Bryan Waugh, Mike Keyes, Rich Carstensen

II. APPROVAL OF MINUTES FROM JANUARY MEETING

Motion by Uhl, second by Siebels to approve the minutes from January 2012 meeting. Minutes approved.

III. SUBCOMMITTEE REPORTS

Training:

Uhl reported he has ordered a fire extinguisher training tool that is due to arrive at the end of April. The Fire Department will be trained first with the plan of having all employees trained around mid-summer. The EMT results were presented to City Council and the City Administrator. The 2nd tabletop is scheduled for July and will incorporate a smaller number of employees. Deiml is working on clarifying duties for the personnel who would be called in for an emergency. A full scale disaster drill is scheduled for September 8th, 2012 from 8:00 am to 12:00 pm. FEMA requirements are being completed for the 2nd tabletop.

Incident Tracking:

Pokorny voiced concern regarding Public Works snow drivers that were reported to have worked 20 hour days which he believes is a safety concern. Grassy areas in the Southwinds subdivision were damaged which he felt could have been the result of the driver being too tired. Sinnett will check with the Public Works Director to clarify the information.

Buethe had not spoken with Department Heads about speaking with their respective employees on how to prevent safety incidents; she will provide a report at the July meeting.

Facilities Inspection:

No Facility Inspection was completed in January due to one member being out on disability and one member leaving the committee. A report will be provided at the July meeting. Siebels will notify Keyes about completing the inspection.

Special Projects Committee:

Uhl reported that the Tornado Drills needed to be done separately at each facility. Uhl and Buethe will discuss further at the Department Head meeting scheduled for tomorrow. Buethe noted that each department should go over drill procedures with their employees.

Wellness Committee:

Buethe reported that the Wellness Committee will be meeting in the near future to discuss budget requirements and to set up a lunch-n-learn. The Wellness Committee's goal is to have one lunch-n-learn during each wellness cycle. They currently have 5 members and would welcome additional members.

IV. NEW BUSINESS

Buethe reported the Focus Group has not met for a couple months but will be scheduling a meeting soon to discuss health premiums and what can be done to help reduce these premiums and the increasing costs to the city.

Buethe reported on two new appointments to the Safety Committee; Mike Keyes and Kevin Pokorny.

Sinnett suggested forming a sub-committee to reassess the entire city for AEDs. Uhl will research grants to purchase more AED's. Buethe will include the purchase in the budget. Sinnett also noted the need to have a checks and balances system for checking the batteries on them.

Adjournment

Motion to adjourn by Buethe, second by Uhl.

**LA VISTA CIVIL SERVICE COMMISSION
MEETING MINUTES
October 13, 2011**

A meeting of the Civil Service Commission of the City of La Vista, Nebraska was convened at 4:00 p.m. on October 13, 2011. Present were Chairman Filbrandt, and Commissioners Birkey, Christensen, Lewis and Vendetti. Also in attendance were: City Administrator Gunn, Police Chief Lausten, Cpt. Pokorny, Cpt. Barcal and Civil Service Secretary Buethe.

A notice of the meeting was given in advance by advertising in the Times Newspaper on October 5, 2011. Notice was simultaneously given to the Chairman and all members of the Civil Service Commission and a copy of the acknowledgement of the receipt of notice was attached to the minutes. Availability of the agenda was communicated to the Civil Service Commission members 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 within 10 days after said meeting and prior to the next convened meeting of said body.

I. CALL TO ORDER

Chairman Filbrandt called the meeting to order at 4:00 p.m.

II. APPROVAL OF APRIL 21, 2011 CIVIL SERVICE COMMISSION MEETING

Commissioner Vendetti made a motion to approve the minutes of the April 21, 2011 Civil Service Commission meeting. Seconded by Commissioner Christensen. Ayes: Birkey, Christensen, Filbrandt, Lewis and Vendetti. Nays: None. Absent: None. Motion carried.

III. ADOPT CHANGES TO CIVIL SERVICE RULES AND REGULATIONS

i. RESOLUTION

Commissioner Birkey introduced and moved for adoption of Resolution No. 11-001: A RESOLUTION OF THE CIVIL SERVICE COMMISSION OF THE CITY OF LA VISTA, NEBRASKA UPDATING THE RULES AND REGULATIONS OF THE LA VISTA CIVIL SERVICE COMMISSION.

BE IT RESOLVED, that the Civil Service Commission pursuant to the La Vista Civil Service Rules and Regulations, are hereby amended and updated as of October 13, 2011, Update and Reprint.

BE IT FURTHER RESOLVED that this Resolution, and the Update and Reprint of the Rules and Regulations of the Commission made by this Resolution, shall, except as otherwise provided above, be effective on and after October 13, 2011.

NOW THEREFORE BE IT RESOLVED that the Secretary of the Commission shall provide one copy of this resolution to each full-time police officer of the La Vista Police Department, pursuant to §6.4 of the Commission's Rules and Regulations, §37.39 (A) of the City Code of the City of La Vista, Nebraska, and Neb. Rev. Stat. §19-1830(2).

Seconded by Commissioner Lewis. Ayes: Birkey, Christensen, Filbrandt, Lewis, and Vendetti. Nays: None. Absent: None. Motion carried.

IV. CITY ADMINISTRATOR REPORT

City Administrator Gunn stated she did not have any updates but was available to answer any questions the Commission may have.

V. POLICE CHIEF REPORT

Police Chief Lausten stated that a conditional offer will bring the force up to full staff. Looking at making a few changes to the process next time.

VI. INTERVIEW CANDIDATES FOR POLICE OFFICER (4:20)

The following candidates were interviewed by the Civil Service Commission: Adam Evans, Lee Lozo, Michael Brown, David Karasek, Jacob Berst, Jeffrey Harper, Thomas Markowsky, Dustin Jeck, Joseph Bauer, and Joshua McNeil. The Civil Service Secretary compiled the final scores and reported them to the Commission.

VI. CERTIFY ELIGIBILITY LIST FOR POLICE OFFICER

At the request of Police Chief Lausten, Commissioner Christensen made a motion to certify a list of three candidates for police officer—Thomas Markowsky, Joshua McNeil, and Lee Lozo. Seconded by Commissioner Birkey. Ayes: Birkey, Christensen, Filbrandt, Lewis, and Vendetti. .Nays: None. Absent: None. Motion carried.

VIII. COMMENTS FROM THE FLOOR

There were no comments from the floor.

IX. COMMENTS FROM THE COMMISSION

There were no comments from the Commission

X. ADJOURNMENT

At 8:35 p.m. Chairman Filbrandt declared the meeting adjourned.

Pamela A. Buethe, CMC
Civil Service Secretary

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

**MINUTES OF MEETING
July 12, 2012**

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

Agenda Item #1: Call to Order

The meeting was called to order at 5:37 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 8, 2012 Meeting

It was moved by Westlund and seconded by Schmit-Pokorny 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 various programs were given. The Miss Representation film has been received and programs will be developed around women's issues.
- b. Employee updates were given. Chris Christensen has taken another position outside the library. The library is currently taking applications for the afternoon circulation position. There is a new workstudy student working at the library in the evenings.
- c. Library Meetings were reviewed. Library Director Barcal attended the Imaging Innovation of Futures conference.
- d. General Library Information was given. The Library Board needs additional hours for accreditation purposes. A new public copier has been leased.

Agenda Item #6: Circulation Report

Library Director Barcal distributed the circulation report. The report was discussed and accepted. Electronic resources (both e-audio and e-books both available through OverDrive and Ebsco's e-books) have been added into the Circulation Statistics per Library Board request.

Agenda Item #7: Old Business

- a. Current and future grants were reviewed.
 - a. The Civil War 250 Grant has been applied for. This grant will allow for programming and display panels the library would house for a 3 week period.
 - b. YALSA/Dollar General Teen Read Week. This would be \$1,000 for teen read week in October.
 - c. The American Recovery and Reinvestment Act for the Nebraska Library Commission Broadband Technology Opportunities Program continues with monthly statistical computer reports. A new piece of equipment has been received that will read a wide variety of memory cards. It is available to be used in the library's computer lab.

- d. The Youth for Excellence Grant for the Arkham Horror Gaming Club was received through the Nebraska Library Commission. Programming has started and is very popular with the teens.
- b. State Report. The State Report is complete and has been submitted. The state aid has been received. It was projected that the cut in aid would be 7% but was actually 11.4%.
- c. IDEAL Project. The mural above the teen stacks has been completed by the Ideal students and faculty. The larger mural is still in process.
- d. Inventory 2012. A report was distributed with statistics to date.

Agenda Item #8: New Business

- a. Budget 2012/2013. Assistant Director, Jodi Linhart will present the library budget to the Mayor and City Council during the budget workshops July 16th and 17th. Jodi had a major hand in the preparation of this budget. A Circulation Clerk II position is being requested. A gap exists in the pay range. A Circulation Clerk II would fill that gap and fill the need to move four current staff members into that position that either have opening/closing responsibilities and/or are primarily responsible for programming. Additional funding was requested for Freading, a downloadable service for electronic books. Freading would complement the library's OverDrive service. There are two new line items: computers and furniture.
- b. Partnership with Papillion La Vista Schools Foundation. For the second year, the library has partnered with the Papillion La Vista Schools Foundation to distribute books to children during the La Vista Daze Parade. Approximately 500 books were given away.
- c. Summer Programming. Calendars are available and information online for the continuing summer programming for children and teens.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

Frederick commented about the great summer programming. She commented on the book lunch bunch in the park, the swimming passes kids have won as well as the partnership with the City's Recreation Department.

There was a motion by Frederick and seconded by Westlund to adjourn the meeting at 6:11 p.m.

The next meeting is scheduled for September 13, 2012 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.



Thompson, Dreessen & Domer, Inc.
Consulting Engineers & Land Surveyors
10836 Old Mill Road
Omaha, NE 68154
Office: 402.330.8860 Fax: 402-330-5866
www.td2co.com

INVOICE

CITY OF La VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 95466
Date 07/20/2012
Project 0171-392 APPLEWOOD CREEK
IMPROVEMENTS

Professional Services from June 18, 2012 through July 15, 2012

#12-0093

Description	Current Billed
2 - Erosion Control Observations and Reports	129.35
Total	129.35

Invoice total 129.35

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
94766	05/30/2012	0.05		0.05			
95180	06/29/2012	3,056.05	3,056.05				
95466	07/20/2012	129.35	129.35				
Total		3,185.45	3,185.40	0.05	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
05.71.0815.02

SMK 7-25-12

Consent Agenda

John P. Mullen, P.C., LLO

MULLEN & MULLEN
Attorneys at Law
222 So. 72nd Street, Suite 301
Omaha, NE 68114

TEL: (402) 341-1080

FAX: (402) 341-8052

17-Jul-12

Federal Tax ID: 47-0843400

Brenda Sedlacek Gunn, Administrator
CITY OF LAVISTA
8116 Park View Blvd.
LaVista, NE 68128

ATTORNEY WORK PRIVILEGE
ATTORNEY CLIENT PRIVILEGE

Re: City of La Vista-OTC-Sarpy County Lawsuit

STATEMENT FOR PROFESSIONAL SERVICES AND COSTS ADVANCED

Date	Description	TIME
For professional services rendered from December 1, 2011 through July 16, 2012 regarding the lawsuit of Oriental Trading Co. ("O.T.C.") v. City of LaVista et al, wherein O.T.C. is seeking the return of previously paid sewer fees.		

TOTAL FEE \$ **19,232.00**

DISBURSEMENT

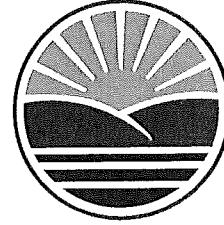
Obtain Transcript of Proceedings from Court Reporter Stefanie Allison \$ 119.45

Westlaw - Obtaining copies of cases \$ 313.00

TOTAL BALANCE DUE: \$ **19,664.45**

OK
PKS
8-02-12
Consent Agenda
2-42-0321

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



8901 S. 154th Street
Omaha, NE 68138-3621
402-444-6222
www.papionrd.org

July 11, 2012

Finding Solutions Today
For a Secure Tomorrow

Mr. Joe Soucie
City of LaVista Public Works
9900 Portal Road
LaVista, Nebraska 68128

Re: West Papio Trail Study

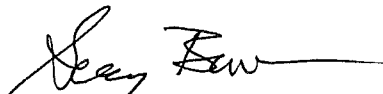
Dear Mr. Soucie:

The West Papio Trail Study, initiated by the Papio-Missouri River NRD and in cooperation with the Cities of Papillion, LaVista, and Omaha, to identify and describe potential trail connections to the abandoned UPRR right-of-way along the West Papillion Creek between Giles Road and Q Street has now been completed. The NRD hired Big Muddy Workshop for the study at a cost of \$13,685. The Cities and NRD agreed to equally share the cost of the study.

Therefore, the NRD requests reimbursement from the City of LaVista in the amount of **\$3,421.25** (\$13,685.00/4). A copy of the agreement with Big Muddy Workshop is attached for your reference.

If you have any questions, please contact me.

Sincerely,


Gerry Bowen
Natural Resources Planner

Enclosure

27612 GB:pb file 261

APPROVED

01.70.0803
7-16-12
Consent Agenda
8-7-12

Papio-Missouri River Natural Resources District Board of Directors

Larry Bradley Fred Conley John Conley Gus Erickson Tim Fowler Scott Japp David Klug
Rick Kolowski Dorothy Lanphier Richard Tesar Jim Thompson
John Winkler, General Manager

ACCOUNTS PAYABLE CHECK REGISTER

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

1 Bank of Nebraska (600-873)									
46206 Payroll Checks									
Thru	46207								
46208 Gap in Checks									
Thru	108167								
108168	7/18/2012	1270	PREMIER-MIDWEST BEVERAGE CO	286.00			**MANUAL**		
108169	7/18/2012	1194	QUALITY BRANDS OF OMAHA	760.20			**MANUAL**		
108170	7/18/2012	1016	HANNA:KEELAN ASSOCIATES, P.C.	6,500.00			**MANUAL**		
108171	7/18/2012	143	THOMPSON DREESSEN & DORNER	3,056.05			**MANUAL**		
108172	7/18/2012	355	DOUGLAS COUNTY ENGINEER	59,577.27			**MANUAL**		
108173	7/18/2012	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	474.00			**MANUAL**		
108174	7/18/2012	4746	SONGSTRESS INC	1,300.00			**MANUAL**		
108175	7/24/2012	944	NE DEPT OF REVENUE-LOTT/51	87,062.00			**MANUAL**		
108176	7/25/2012	2158	COX COMMUNICATIONS	78.65			**MANUAL**		
108177	7/27/2012	1652	SCHOLASTIC BOOK FAIRS	741.45			**MANUAL**		
108178	8/01/2012	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	474.00			**MANUAL**		
108179	8/01/2012	4752	ROBB, VICTOR	2,000.00			**MANUAL**		
108180	8/07/2012	3348	3M	4,535.00					
108181	8/07/2012	2892	AA WHEEL & TRUCK SUPPLY INC	267.30					
108182	8/07/2012	4298	AAT (US) INC	119.00					
108183	8/07/2012	4332	ACCO UNLIMITED CORP	394.29					
108184	8/07/2012	762	ACTION BATTERIES UNLTD INC	45.00					
108185	8/07/2012	4309	ACTION SIGNS INCORPORATED	165.00					
108186	8/07/2012	571	ALAMAR UNIFORMS	.00	**CLEARED**	**VOIDED**			
108187	8/07/2012	571	ALAMAR UNIFORMS	.00	**CLEARED**	**VOIDED**			
108188	8/07/2012	571	ALAMAR UNIFORMS	1,043.80					
108189	8/07/2012	510	ANNEKE'S FLORAL CREATIONS	100.00					
108190	8/07/2012	536	ARAMARK UNIFORM SERVICES INC	737.91					
108191	8/07/2012	201	BAKER & TAYLOR BOOKS	3,116.95					
108192	8/07/2012	972	BALLETTA, JERRY	60.00					
108193	8/07/2012	1839	BCDM-BERINGER CIACCIO DENNELL	1,987.50					
108194	8/07/2012	929	BEACON BUILDING SERVICES	6,712.00					
108195	8/07/2012	634	BEST ACCESS SYSTEMS DIVISION	22.00					
108196	8/07/2012	196	BLACK HILLS ENERGY	1,628.05					
108197	8/07/2012	3524	BOLTE, JAN	54.00					
108198	8/07/2012	4753	BOSSELMAN PUMP AND PANTRY INC	115.00					
108199	8/07/2012	4454	BRAKE, AUSTIN	100.00					
108200	8/07/2012	4647	BREWER, WILLIAM ANDREW	100.00					
108201	8/07/2012	76	BUILDERS SUPPLY CO INC	26.06					
108202	8/07/2012	2285	CENTER POINT PUBLISHING	214.50					
108203	8/07/2012	219	CENTURY LINK	1,186.48					
108204	8/07/2012	4741	CHICK, JULIE	2.99					
108205	8/07/2012	152	CITY OF OMAHA	84,715.42					
108206	8/07/2012	3176	COMP CHOICE INC	782.50					
108207	8/07/2012	2158	COX COMMUNICATIONS	58.65					
108208	8/07/2012	4670	CXTEC	918.60					
108209	8/07/2012	3136	D & D COMMUNICATIONS	472.50					
108210	8/07/2012	3486	DANKO EMERGENCY EQUIPMENT CO	515.61					

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
108211	8/07/2012	3793	DEIML, KEITH	725.00			
108212	8/07/2012	77	DIAMOND VOGEL PAINTS	386.84			
108213	8/07/2012	2149	DOUGLAS COUNTY SHERIFF'S OFC	625.00			
108214	8/07/2012	364	DULTMEIER SALES & SERVICE	209.77			
108215	8/07/2012	159	DXP ENTERPRISES INC	247.65			
108216	8/07/2012	3334	EDGEWEAR SCREEN PRINTING	160.00			
108217	8/07/2012	2566	ELECTRONIC ENGINEERING	196.75			
108218	8/07/2012	3608	EZRA, GAYLA	50.00			
108219	8/07/2012	439	FIREGUARD INC	1,267.78			
108220	8/07/2012	142	FITZGERALD SCHORR BARMETTLER	.00	**CLEARED**	**VOIDED**	
108221	8/07/2012	142	FITZGERALD SCHORR BARMETTLER	42,334.58			
108222	8/07/2012	3415	FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
108223	8/07/2012	3415	FOCUS PRINTING	732.63			
108224	8/07/2012	3132	FORT DEARBORN LIFE INSURANCE	1,368.50			
108225	8/07/2012	3705	FUTUREWARE DISTRIBUTING INC	166.00			
108226	8/07/2012	3984	G I CLEANER & TAILORS	204.90			
108227	8/07/2012	1344	GALE	187.86			
108228	8/07/2012	1161	GALLS, AN ARAMARK COMPANY	48.04			
108229	8/07/2012	53	GCR TIRE CENTERS	486.76			
108230	8/07/2012	4389	GOVERNMENT JOBS.COM INC	2,999.00			
108231	8/07/2012	164	GRAINGER	51.50			
108232	8/07/2012	71	GREENKEEPER COMPANY INC	763.00			
108233	8/07/2012	623	HAMILTON EQUIPMENT COMPANY	5,350.00			
108234	8/07/2012	426	HANEY SHOE STORE	450.90			
108235	8/07/2012	387	HARM'S CONCRETE INC	84.90			
108236	8/07/2012	3657	HEARTLAND PAPER	213.00			
108237	8/07/2012	2407	HEIMES CORPORATION	79.06			
108238	8/07/2012	1403	HELGET GAS PRODUCTS INC	102.00			
108239	8/07/2012	3549	HOLSTEIN'S HARLEY DAVIDSON	532.01			
108240	8/07/2012	2888	HOME DEPOT CREDIT SERVICES	388.97			
108241	8/07/2012	1127	HORNADY	594.50			
108242	8/07/2012	136	HUNTEL COMMUNICATIONS, INC	123.50			
108243	8/07/2012	1612	HY-VEE INC	180.28			
108244	8/07/2012	2761	IA NE SD PRIMA CHAPTER	80.00			
108245	8/07/2012	696	IIMC	75.00			
108246	8/07/2012	1498	INDUSTRIAL SALES COMPANY INC	260.00			
108247	8/07/2012	1896	J Q OFFICE EQUIPMENT INC	1,010.26			
108248	8/07/2012	4450	JI SPECIAL RISKS INSURANCE	935.50			
108249	8/07/2012	3561	JNFS ENGINEERING COMPANY	11,780.40			
108250	8/07/2012	831	JOHN DEERE LANDSCAPES/LESCO	801.50			
108251	8/07/2012	3687	KIMBALL MIDWEST	190.14			
108252	8/07/2012	1054	KLINKER, MARK A	200.00			
108253	8/07/2012	2394	KRIHA FLUID POWER CO INC	243.99			
108254	8/07/2012	2057	LA VISTA COMMUNITY FOUNDATION	50.00			
108255	8/07/2012	4425	LANDPORT SYSTEMS INC	125.00			
108256	8/07/2012	231	LEAGUE OF NEBRASKA MUNICIPA-	30,867.00			
108257	8/07/2012	2380	LEXIS NEXIS MATTHEW BENDER	314.50			
108258	8/07/2012	3138	LIBRARY STORE INC	42.24			
108259	8/07/2012	1288	LIFE ASSIST	499.65			
108260	8/07/2012	4254	LINCOLN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
108261	8/07/2012	4254	LINCOLN NATIONAL LIFE INS CO	10,608.59			
108262	8/07/2012	1573	LOGAN CONTRACTORS SUPPLY	58.50			
108263	8/07/2012	263	LOVELAND GRASS PAD	169.00			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
108264	8/07/2012	877	MATHESON TRI-GAS INC	137.20			
108265	8/07/2012	4745	MCDONALD, KRIS	50.00			
108266	8/07/2012	4747	MCNAMARA, MARK	50.00			
108267	8/07/2012	872	METROPOLITAN COMMUNITY COLLEGE	13,070.96			
108268	8/07/2012	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
108269	8/07/2012	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
108270	8/07/2012	553	METROPOLITAN UTILITIES DIST.	13,933.03			
108271	8/07/2012	2497	MID AMERICA PAY PHONES	100.00			
108272	8/07/2012	184	MID CON SYSTEMS INCORPORATED	190.70			
108273	8/07/2012	3921	MID-STATES UTILITY TRAILER	472.35			
108274	8/07/2012	2030	MIDWEST FENCE COMPANY	.00	**CLEARED**	**VOIDED**	
108275	8/07/2012	2030	MIDWEST FENCE COMPANY	1,681.82			
108276	8/07/2012	2299	MIDWEST TAPE	156.96			
108277	8/07/2012	1046	MIDWEST TURF & IRRIGATION	235.33			
108278	8/07/2012	4253	MIXAN HEATING & AIR COND	2,380.00			
108279	8/07/2012	2382	MONARCH OIL INC	462.00			
108280	8/07/2012	288	MOTOROLA SOLUTIONS INC	79,867.41			
108281	8/07/2012	2550	MSC INDUSTRIAL SUPPLY CO	32.40			
108282	8/07/2012	1830	NE DEPT OF LABOR-WORKFORCE DEV	3,991.52			
108283	8/07/2012	3350	NEBRASKA IOWA SUPPLY	18,094.98			
108284	8/07/2012	3303	NEBRASKA WELDING LTD	20.86			
108285	8/07/2012	4750	NEEDHAM, SARA	3.99			
108286	8/07/2012	808	NEWMAN TRAFFIC SIGNS INC	.00	**CLEARED**	**VOIDED**	
108287	8/07/2012	808	NEWMAN TRAFFIC SIGNS INC	2,631.75			
108288	8/07/2012	2631	NEXTEL SPRINT COMMUNICATIONS	205.78			
108289	8/07/2012	440	NMC EXCHANGE LLC	116.43			
108290	8/07/2012	179	NUTS AND BOLTS INCORPORATED	15.80			
108291	8/07/2012	1808	OCLC INC	33.27			
108292	8/07/2012	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
108293	8/07/2012	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
108294	8/07/2012	1014	OFFICE DEPOT INC	911.99			
108295	8/07/2012	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
108296	8/07/2012	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
108297	8/07/2012	195	OMAHA PUBLIC POWER DISTRICT	50,447.81			
108298	8/07/2012	4349	OMAHA TACTICAL LLC	145.00			
108299	8/07/2012	319	OMAHA WINNELSON	222.45			
108300	8/07/2012	167	OMNI	1,491.08			
108301	8/07/2012	2686	PARAMOUNT LINEN & UNIFORM	314.16			
108302	8/07/2012	4654	PAYFLEX SYSTEMS USA INC	250.00			
108303	8/07/2012	4748	PEASE, TINA	40.00			
108304	8/07/2012	709	PEPSI COLA COMPANY	438.30			
108305	8/07/2012	3058	PERFORMANCE CHRYSLER JEEP	732.15			
108306	8/07/2012	4037	PERFORMANCE FORD	74.31			
108307	8/07/2012	1821	PETTY CASH-PAM BUETHE	.00	**CLEARED**	**VOIDED**	
108308	8/07/2012	1821	PETTY CASH-PAM BUETHE	355.15			
108309	8/07/2012	74	PITNEY BOWES INC-PA	.00	**CLEARED**	**VOIDED**	
108310	8/07/2012	74	PITNEY BOWES INC-PA	204.00			
108311	8/07/2012	1784	PLAINS EQUIPMENT GROUP	475.32			
108312	8/07/2012	2429	POWER PLAN	115.50			
108313	8/07/2012	4562	PUTJENTER, JOE	1,300.00			
108314	8/07/2012	962	QUINN, JEFF	150.00			
108315	8/07/2012	4542	RAPPLEY, MATT	25.00			
108316	8/07/2012	1568	RAPTOR RECOVERY NEBRASKA	85.00			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
108317	8/07/2012	191	READY MIXED CONCRETE COMPANY	637.77	APPROVED BY COUNCIL MEMBERS 8/7/12				
108318	8/07/2012	3139	RECORDED BOOKS, LLC	1,180.29					
108319	8/07/2012	393	REDFIELD & COMPANY	388.50					
108320	8/07/2012	4232	REED, CHRISTIE	50.00					
108321	8/07/2012	1063	ROSE EQUIPMENT INCORPORATED	136.80					
108322	8/07/2012	1335	SARPY COUNTY CHAMBER OF	15.00					
108323	8/07/2012	2240	SARPY COUNTY COURTHOUSE	3,479.89					
108324	8/07/2012	1034	SCHEMMER ASSOCIATES INC	353.40	COUNCIL MEMBER				
108325	8/07/2012	4641	SHRED-SAFE LLC 2011-2012	30.00					
108326	8/07/2012	2704	SMOOTHER CUT ENTERPRISES INC	1,320.00					
108327	8/07/2012	3234	SNITILY CARR	1,125.00					
108328	8/07/2012	533	SOUICIE, JOSEPH H JR	100.71					
108329	8/07/2012	3838	SPRINT	119.97					
108330	8/07/2012	3838	SPRINT	62.11					
108331	8/07/2012	2634	STERIL MANUFACTURING CO	100.00	COUNCIL MEMBER				
108332	8/07/2012	4276	SUPERIOR VISION SVCS INC	424.80					
108333	8/07/2012	264	TED'S MOWER SALES & SERVICE	43.96					
108334	8/07/2012	2941	TOTAL MARKETING INC	90.00					
108335	8/07/2012	176	TURFWERKS	79.32					
108336	8/07/2012	765	TYCO INTEGRATED SECURITY LLC	282.65					
108337	8/07/2012	2426	UNITED PARCEL SERVICE	9.71					
108338	8/07/2012	4223	VAIL, ADAM	100.00	COUNCIL MEMBER				
108339	8/07/2012	3109	VANDER HAAG'S INC	175.00					
108340	8/07/2012	809	VERIZON WIRELESS	191.45					
108341	8/07/2012	766	VIERREGGER ELECTRIC COMPANY	282.23					
108342	8/07/2012	1594	VOGEL TRAFFIC SERVICES	7,053.85					
108343	8/07/2012	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED** **VOIDED**				
108344	8/07/2012	1174	WAL-MART COMMUNITY BRC	976.91					
108345	8/07/2012	78	WASTE MANAGEMENT NEBRASKA	494.70					
108346	8/07/2012	3836	ZOO BOOKS MAGAZINE	25.95					
BANK TOTAL						607,169.41			
OUTSTANDING						607,169.41			
CLEARED						.00	COUNCIL MEMBER		
VOIDED						.00			
FUND	TOTAL				OUTSTANDING	CLEARED	VOIDED		
01	GENERAL FUND	245,561.20	245,561.20		.00	.00			
02	SEWER FUND	90,883.05	90,883.05		.00	.00			
04	BOND(S) DEBT SERVICE FUND	2,697.82	2,697.82		.00	.00			
05	CONSTRUCTION	162,543.62	162,543.62		.00	.00			
08	LOTTERY FUND	93,013.22	93,013.22		.00	.00			
09	GOLF COURSE FUND	6,689.42	6,689.42		.00	.00			
14	ECONOMIC DEVELOPMENT	3,316.00	3,316.00		.00	.00			
15	OFF-STREET PARKING	2,465.08	2,465.08		.00	.00			
REPORT TOTAL						607,169.41			
OUTSTANDING						607,169.41			
CLEARED						.00			
VOIDED						.00			
+ Gross Payroll 7/20/12						258,412.26			
+ Gross Payroll 8/03/12						257,321.57			
GRAND TOTAL						<u>\$1,122,903.24</u>	COUNCIL MEMBER		

ITEM A.12

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2012 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

FISCAL IMPACT

There is no cost to the city for the nutrition program. The city does pay the Program Director salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office On Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to not less than twenty five (25) older adults between the hours of 9:00 a.m. and 1:00 p.m. three (3) days per week on Monday, Wednesday, and Friday.

RESOLUTION NO. _____

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.

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

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONTRACT

THIS CONTRACT is made and entered into the **first day of July 2012** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a division of the Eastern Nebraska Human Services Agency, an agency formed under the Nebraska Interlocal Cooperation Act (herein referred to as "**ENOA**") and **CITY OF LAVISTA**, a Nebraska non-profit corporation (herein referred to as "**Contractor**").

WHEREAS, ENOA has entered into an agreement with the Nebraska Health & Human Services System-Division on Aging, an agency of the State of Nebraska (herein referred to as the "**State**") to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Sections 13-801 through 13-807 Revised Statutes of Nebraska, 1943, Reissue 1987, and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its area plan for fiscal year 2012-2013 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Contractor maintains premises located at 8116 Parkview Boulevard in LaVista, Nebraska with accommodations suitable to serve and provide meals to not less than twenty-five (25) older adults between the hours of 9:00a.m. and 1:00pm, three (3) days per week on Monday, Wednesday, and Friday.

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE I

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a Nutrition Program for the elderly at 8116 Parkview Blvd. in LaVista, Nebraska. Contractor acknowledges it is an independent contractor and shall be solely responsible for, and indemnify ENOA, for all matters relating to any employees of contractor including, but not limited to, all federal, state, and local taxes including FICA and any and all claims arising under the Fair Labor Standards Act for Contractor's employees retained to effectuate the purpose of this Contract.

ARTICLE II

SERVICES

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Manager who will be responsible for the day-to-day operation of the program.
- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures.
- (c) To place food order with the ENOA Nutrition Division by 1:15pm, on day prior to serving day, for the number of meals needed for the serving day.
- (d) To ascertain that all claims for meals delivered are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (e) To collect money contributed for meals, record on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable), and deposit amount in ENOA designated account, according to ENOA policies and procedures.
- (f) To ensure that food temperatures are no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (g) To clean the utensils or containers food is delivered in and properly dispose of all leftovers.
- (h) To make special provisions as necessary to serve handicapped individuals, i.e., home-delivered meals on a short-term basis, two weeks or less due to illness (long-term basis requires referral to ENOA Care Management Division).
- (i) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (j) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.

- (k) Manager must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily.
- (l) To provide for supporting social services as follows:
 - 1) Conduct outreach activities by identifying and contacting older persons in the vicinity who are eligible for the Nutrition Program.
 - 2) Refer senior citizens to ENOA for additional available services.
 - 3) Provide activities which create opportunities for socialization. These activities could include but not be limited to trips, crafts, games, and special entertainment/programs.
 - 4) Provide activities which enhance potential for creating and maintaining a healthy lifestyle. These activities could include but not limited to health promotion, nutrition education, physical activities and dissemination of information regarding mental and physical health issues.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for the elderly at the facility.
- (o) To determine that all recipients meet requisite age requirements or are the spouse of an active participant. Under-age participants must be certified for Title XX congregate services or pay full cost of the meal as required by ENOA Nutrition Program policies.
- (p) Participant level at the center must average a minimum of 25 per day in the various activities.
- (q) To operate the center every Monday, Wednesday, and Friday, except for those occurring on a holiday. Contractor shall notify ENOA of holidays to be taken. Any other center closing must be pre-approved by ENOA.

In carrying out the terms of this Contract, ENOA agrees to provide the following services:

- (a) To provide in-service training for senior center staff to improve job-related skills.
- (b) To provide nutrition education and recreational technical assistance to center staff.

- (c) To provide administrative and technical assistance and monitor contract compliance by:
 - 1) Reviewing reports and records submitted to ENOA as described in Contract;
 - 2) Unannounced center evaluations and center visits by program administrative staff; and
 - 3) Other activities as deemed necessary by ENOA Director.
- (d) To provide meals which supply one-third of the Recommended Daily Allowance. Paper products, coffee, tea, sugar, cream, condiments, etc. supplied by ENOA.

ARTICLE III

TERM

This Contract shall be in effect for one (1) year from **July 1, 2012** through and including **June 30, 2013**. Either party may terminate this Contract by thirty (30) days advance written notice for failure to comply with any terms or conditions of Contract. It is specifically understood and agreed by and between the parties hereto that this Contract shall remain in force only so long as funds are made available through the State of Nebraska, Department of Health and Human Services, Division of Medicaid and Long term Care, State Unit on Aging.

ARTICLE IV

AUTHORIZED REPRESENTATIVE

The Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports, including a Contract Completion Report of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with terms and conditions of Article VII hereof.

ARTICLE V

CONDITIONS

This Contract is subject to the following conditions:

- (a) Respect the right to confidentiality and safeguard confidential information as required by the Health Insurance Portability and Accountability Act of 1996 for every person served. Violations of HIPPA regulations may result in the termination of this contract.
- (b) Contractor shall maintain such records and accounts, attendance records (required paperwork specified in Article II hereof), including property, personnel, and financial records, as are deemed necessary to assure a proper accounting for all contract expenses. These records shall be made available for audit purposes to the authorized ENOA Representative, and shall be retained by Contractor for a period of five (5) years after final payment under this Contract. Additionally, Contractor must submit an audit upon demand by ENOA.
- (c) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- (d) Contractor shall be subject to all federal, state, and local legislation prohibiting discrimination on the basis of race, color, creed, religion, national origin, ancestry, sex, age, or political opinion or affiliation, including the 1964 Civil Rights Act and Section 28-1122 Revised Statutes of Nebraska, 1943, as amended. Contractor assures that no person shall, on the grounds of age, race, color, creed, religion, national origin, ancestry, sex, or political opinion or affiliation, be excluded from participation in, be denied the 3 breach of this assurance, ENOA shall have the right to terminate this Contract or take appropriate judicial action for its enforcement. Contractor shall furnish such compliance information and other reports as may be required by ENOA.
- (e) Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this Contract. For breach of this statement, ENOA shall have the right to annul this Contract without liability.
- (f) Contractor shall comply with all municipal ordinances and state and federal laws relating to or applicable to this work, including but not limited to Nebraska Unemployment Laws and Fair Labor Standards Act.

- (g) Contractor or ENOA shall consent to enter into discussion at any time to review terms of the Contract should an evaluation suggest that the program requirements necessitate a modification or change in center operations.
- (h) The Center Manager shall agree to attend the regularly scheduled center manager meetings. Further, the Center Manager agrees to attend any training meetings that ENOA may provide for skill development.
- (i) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims or causes of action arising from contracts between the Contractor and third parties made to effectuate the purpose of this Contract and any claims made by recipients of services contemplated by this Contract and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract.
- (j) Contractor shall carry liability insurance coverage against injuries incurred by center participants while in the center and shall handle any such claims filed against the senior center through its insurance company. Contractor shall furnish ENOA with proof of insurance coverage on the following: General liability in the amount of \$2,000,000; personal liability in the amount of \$1,000,000; medical expenses (any one person) in the amount of \$5,000.

ARTICLE VI

ASSIGNMENT

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

ARTICLE VII

MODIFICATION

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day
of _____ 2012.

ATTEST:

CITY OF LAVISTA

By _____

Authorized Representative

Date _____

ATTEST:

EASTERN NEBRASKA HUMAN
SERVICES AGENCY-OFFICE ON AGING

By _____

Governing Board

Date _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2012 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT APPROVAL — LOTS 1 & 2, SOUTHWIND REPLAT THREE (NE OF 96 TH & GILES)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

On July 17, 2012, Council continued the public hearing to this meeting and resolutions have been prepared to approve a replat application and subdivision agreement for Lots 1 and 2, Southwind Replat Three (a replat of Lot 177, Southwind), generally located northeast of 96th Street and Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approve.

BACKGROUND

A public hearing was continued from the July 17, 2012 meeting and resolutions have been prepared to approve a replat application and subdivision agreement for Lots 1 and 2, Southwind Replat Three, generally located northeast of 96th Street and Giles Road. The application was submitted by Kimley-Horn and Associates, Inc. on behalf of the property owner, BHI Development Inc. The property is zoned C-1, Shopping Center Commercial, with the Gateway Corridor Overlay District. The property is currently vacant; proposed Lot 2 is anticipated to be developed as a Walmart Neighborhood Market.

A subdivision agreement has been prepared and details the responsibilities of the parties including access to the development, construction of sanitary sewers, shared roadway construction, payment of tract sewer connection fees, payment of storm water management fees, sidewalks and other improvements.

A detailed staff report is attached.

On November 17, 2011, the Planning Commission unanimously recommended approval of the proposed replat.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 177, SOUTHWIND, TO BE REPLATTED AS LOTS 1, AND 2, SOUTHWIND REPLAT THREE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a Replat for Lot 177, Southwind, to be replatted as Lots 1 and 2, Southwind Replat Three; and

WHEREAS, the City Administrator and the City Engineer have reviewed the replat; and

WHEREAS, on November 17, 2011, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the plat for Lot 177, Southwind, to be replatted as Lots 1 and 2, Southwind Replat Three, a subdivision located in the Southwest ¼ of Section 15, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 96th Street and Giles Road, be, and hereby is, approved..

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2012.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, SOUTHWIND REPLAT THREE SUBDIVISION.

WHEREAS, the City Council did on August 7, 2012, approve the replat for Lots 1 and 2, Southwind Replat Three Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, BHI Development, Inc., has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the August 7, 2012, City Council meeting for the Southwind Replat Three Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council Replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER:

FOR HEARING OF: August 7, 2011

Report Prepared on: August 1, 2011

I. GENERAL INFORMATION

A. APPLICANT:

Kimley-Horn and Associates, Inc.
2550 University Ave West, Ste 238N
St. Paul, MN 55114

B. PROPERTY OWNER:

BHI Development Inc.
11205 S. 150th Street, Ste 100
Omaha, NE 68138

C. LOCATION: Northeast of 96th Street and Giles Road

D. LEGAL DESCRIPTION: Lot 177, Southwind

E. REQUESTED ACTION(S): Replatting of Lot 177 into two lots and providing for right-of-way dedication.

F. EXISTING ZONING AND LAND USE: C-1, Shopping Center
Commercial, Gateway Corridor Overlay District

G. PURPOSE OF REQUEST: Development of one lot for Food Sales (General) as per 5.10.02.06 of the Zoning Ordinance; creation of separate lot for further development, provision of right-of-way dedication for traffic improvements.

H. SIZE OF SITE: 10.66 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Existing Lot 177 is a relatively flat, vacant lot behind the existing Casey's General Store.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** R-3 High Density Residential/Southwind Villas
Apartments
- 2. East:** R-1 Single-Family Residential and R-2 Two-Family
Residential/Villas at Southwind
- 3. South:** R-2 - Single-Family Residential (Medium-Density)
(Papillion)

4. **West:** C-1 Shopping Center Commercial/Mayfair commercial area (Alegent Clinic)

C. RELEVANT CASE HISTORY: Not applicable.

D. APPLICABLE REGULATIONS:

1. Section 5.10 of the Zoning Regulations – C-1 Shopping Center Commercial
- 2.
3. Section 3.08 of the Subdivision Regulations – Replats

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates the area for Commercial development.

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. The original platting of Southwind identified the permissible access points to this property. The proposed development plan is utilizing the permitted access points. At the City's request a traffic impact study was conducted. As a result of this study a northbound right-turn bay is warranted at the full access point onto 96th Street. The applicant is proposing to construct a right-turn bay.

The study also indicates a traffic signal at the full access point onto 96th Street may be warranted as traffic volumes increase due to this project and other commercial developments using this access. Participation in the signal is addressed in the Subdivision Agreement.

2. There is an existing cross easement on the property for ingress and egress to serve this property as well as the existing commercial property on Lots 178 and 179 abutting the site on the south.
3. The City obtained the services of Felsburg, Holt, & Ullevig (FHU) to review the Traffic Impact Analysis as they have traffic engineering experience. FHU has reviewed a revised submittal and approved of the Traffic Impact Analysis in a November 1, 2011 email.

UTILITIES:

4. Sanitary sewer is available to serve proposed Lot 1 along its easterly and southerly perimeter. Sanitary sewer for proposed Lot 2 is shown to be provided by a separate sanitary sewer extension across Lot 1. An easement across Lot 1 has been provided in the plat document.
5. The property presently has access to water, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan and a permit will be required through the Permex web site that is utilized by all Papillion Creek Watershed Partnership communities. A Post Construction Storm Water Management Plan has been provided and a draft Maintenance Agreement has been provided in the draft Subdivision Agreement. The PCSMP will be reviewed in detail as part of the review process through the Permex web site, but the concept of using an extended detention basin to serve both lots is acceptable. Stormwater Management fees will be collected and remitted to the Papillion Creek Watershed Partnership.

V. PLANNING COMMISSION RECOMMENDATION:
Approval of Southwind Replat Three.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Preliminary Plat, Final Plat
3. Subdivision Agreement with Exhibits

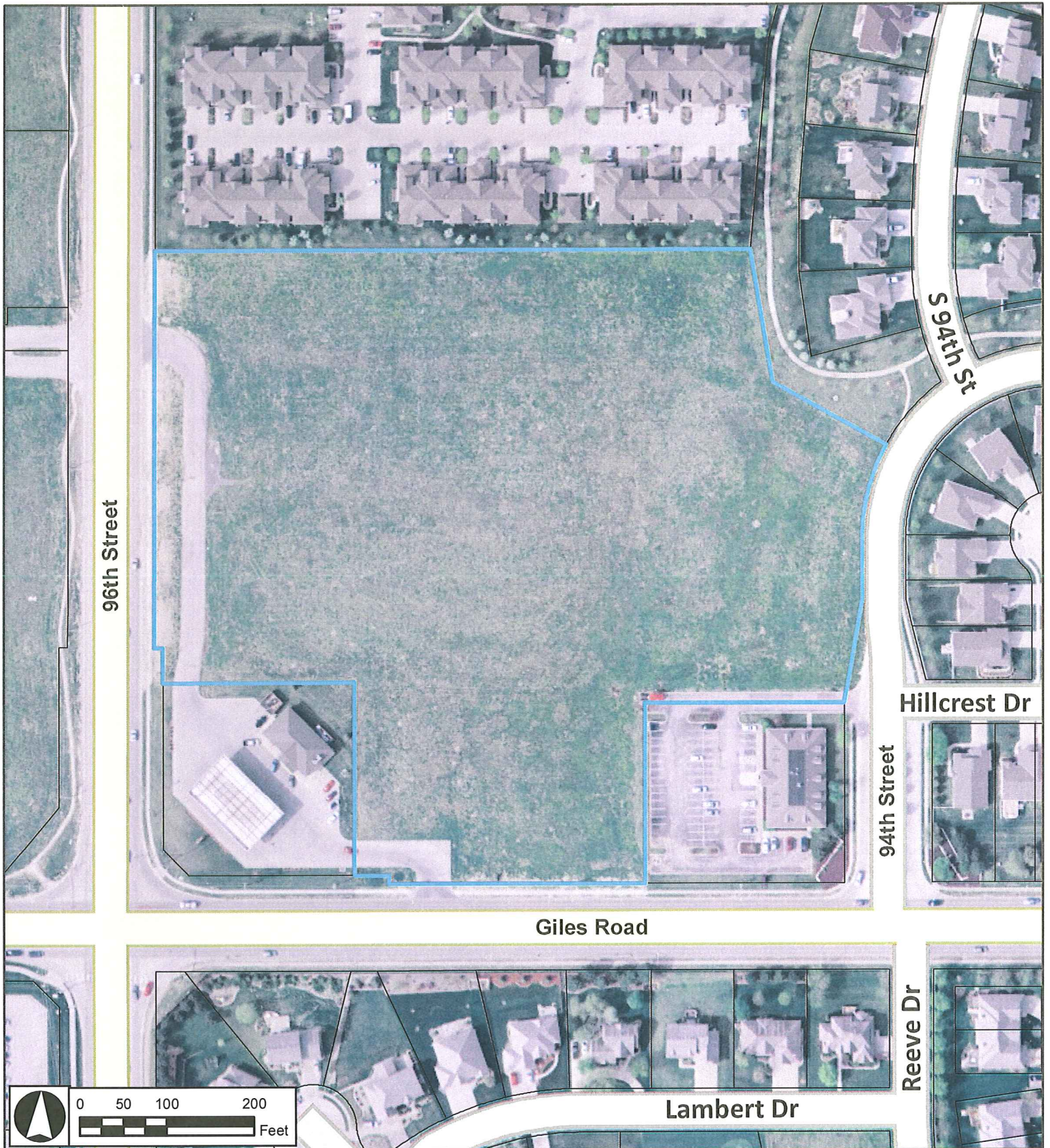
VII. COPIES OF REPORT SENT TO:

1. Wil Matzek, Kimley-Horn and Associates, Inc.
2. Larry Jobeun, Fullenkamp, Doyle & Jobeun
3. Public Upon Request

Prepared by:

Community Development Director

Date

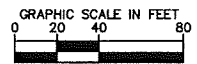


Subject Area Map

Southwind Replat 3

November 17, 2011
CAS





id	REVISED PER CITY COMMENTS	DATE	BY
1		10/26/11	WM

SOUTHWIND REPLAT THREE

LOTS 1 AND 2 INCLUSIVE

BEING A REPLAT OF LOT 177, SOUTHWIND, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA

DEDICATION

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

BHI INVESTMENT CO., INC.

MUTUAL OF OMAHA BANK

BY: GERALD L. TORCZON, PRESIDENT

BY:

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS DAY OF BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED GERALD L. TORCZON, PRESIDENT OF BHI INVESTMENT CO., INC., PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

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

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS DAY OF BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED OF MUTUAL OF OMAHA BANK, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

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

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

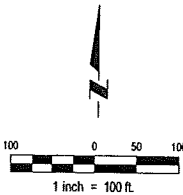
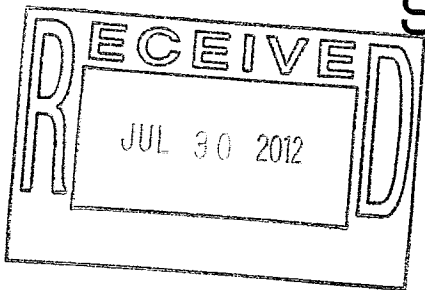
THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS DAY OF

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

REVIEW OF SARPY COUNTY SURVEYOR

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE SARPY COUNTY SURVEYOR ON THIS DAY OF

SARPY COUNTY SURVEYOR



LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENTS
- PROPOSED EASEMENTS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS SOUTHWIND REPLAT THREE. I CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOT BEING PLATTED.

SAID TRACT OF LAND CONTAINS AND AREA OF 464,226 SQUARE FEET OR 10.66 ACRES MORE OR LESS.

JASON HEADLEY L.S. 604

DATE

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS DAY OF IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST

CITY CLERK

MAYOR

COUNTY TREASURER'S CERTIFICATE

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

DATE

COUNTY TREASURER

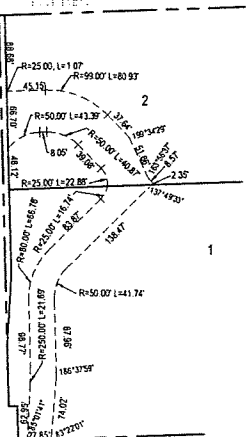
ACCEPTANCE BY SARPY COUNTY REGISTER OF DEEDS

RECORDED ON THIS DAY OF

SARPY COUNTY REGISTER OF DEEDS

NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- A PERMANENT RECIPROCAL INGRESS AND EGRESS, SIDEWALK, PARKING AND PEDESTRIAN EASEMENT GRANTED TO PRIVATE PARTIES PURSUANT TO A SEPARATE INSTRUMENT, AND SUBJECT TO THE TERMS THEREOF, AS RECORDED IN THE OFFICE OF DEEDS OF SARPY COUNTY, NEBRASKA.
- THERE IS AN EXISTING DRIVEWAY WITH FULL ACCESS TO 96TH FROM LOT 2, SOUTHWIND REPLAT THREE, THAT BENEFITS LOT 2, SOUTHWIND REPLAT THREE, AND LOT 179, SOUTHWIND, INST. NO. 2001-41241, AS MODIFIED IN THE INSTRUMENT REFERENCED IN NOTE 2, ABOVE.
- EXISTING RIGHT-IN / RIGHT-OUT ONLY ACCESS TO GILES ROAD FROM LOT 1, SOUTHWIND REPLAT THREE, SAID ACCESS WILL ALSO BENEFIT LOT 179, SOUTHWIND INST. NO. 98-28248
- EASEMENT TO BE VACATED WITH SEPARATE DOCUMENT AFTER PLAT IS RECORDED.



INGRESS EGRESS DETAIL
SCALE 1"=100'

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



SOUTHWIND REPLAT THREE
LA VISTA, NEBRASKA

FINAL PLAT

Proj No.	Date	Revisions
P2011.02.013	10-26-11	
Desig By:	MAV	
Drawn By:	TRH	
Scale:	1" = 100'	
Sheet	1	of 1

[Space above the line for recording data]

Subdivision Agreement
Southwind Replat Three

This Subdivision Agreement (this "Agreement" or "Subdivision Agreement") is made and entered into this ____ day of _____, 2012, by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust (hereinafter referred to as "Subdivider"), BHI Investment Company, Inc., a _____ (hereinafter referred to as "BHI", and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "City").

WHEREAS, BHI is the owner and has a contract to sell to Subdivider, and Subdivider has a contract to purchase from BHI, the land shown on the proposed Final Plat attached hereto as Exhibit A (hereinafter referred to as the "Property") and any private improvements thereon; and

WHEREAS, the attached Final Plat is a replat of Lot 177, Southwind, into two lots – being Lots 1 and 2, Southwind Replat Three; and

WHEREAS, Subdivider at its cost proposes to construct buildings and other private improvements on or serving Lots 1 and 2, with Lot 1 to be used for the operation of an approximately 42,000 square foot Walmart Neighborhood Market, and Lot 2 to be held by Subdivider for possible future development ("Private Improvements"); and

WHEREAS, Subdivider at its cost proposes to construct certain public improvements within or abutting the limits of the Property; and

WHEREAS, Subdivider wishes to connect the sanitary sewer system to be constructed within the limits of the Property to the sewer system of City of La Vista; and

WHEREAS, Subdivider has caused a traffic impact study to be performed which shows that vehicular access to and from 96th Street at the location identified on Exhibit B is not expected to meet traffic signal warrants under the Manual of Uniform Traffic Control Devices immediately upon development of Lot 1 shown on Exhibit A, though warrants subsequently

might be met and Subdivider and City desire to provide for acquisition and installation of traffic signals for vehicular access to and from 96th Street at the locations identified on Exhibit B, when warranted, at the cost of Subdivider and the owners of other specially benefited commercial properties as determined by the City.

WHEREAS, Subdivider, BHI and City desire to agree on the method for the installation and allocation of expenses for any public improvements to be constructed within or abutting the limits of the Property or within any adjacent public right-of-way.

NOW, THEREFORE, the parties agree as follows:

1. Public Improvements: Attached hereto as Exhibit B and incorporated herein by reference are plats and other documents showing the public improvements to be installed on or abutting the Property, i.e., storm sewers, paving of public streets, sidewalks, and landscaping (hereinafter referred to as "Improvements"). City hereby approves the street layout, access, curb cuts and other matters shown on Exhibit B as they relate to the proposed development and operation of the Walmart Neighborhood Market on Lot 1. All Improvements must receive the approval of the Public Works Department of City (City Engineer) prior to construction, including approval of design and form and content of construction contracts. Although Subdivider shall have no obligation to proceed with its proposed development of the Property for a Walmart Neighborhood Market on Lot 1, in the event Subdivider elects to proceed with said proposed development of the Property, then all of such Improvements shall be constructed by Subdivider at its sole cost and expense, and, to the extent located solely on the Property or provided in this Agreement, maintained by Subdivider at its own expense; and Subdivider shall substantially complete all of such Improvements by not later than the issuance of a Certificate of Occupancy for the Walmart Neighborhood Market on Lot 1. Completion of Improvements shall be subject to the approval of the Public Works Department of City (City Engineer). All work shall be guaranteed against all defects for not less than two (2) years following completions of such Improvements as approved by the Public Works Department of City (City Engineer).

A. Subdivider shall resolve – at its own expense and to the satisfaction of Subdivider, the Public Works Department of City (City Engineer), and any other parties having an interest – any conflicts with any existing improvements or covenants, easements, and restrictions of record, including but not limited to any conflicts with covenants, easements, and restrictions of record created by or arising from a certain Easement Agreement recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on December 11, 2001 as Instrument No. 2001-41241 (the "Casey's Easement")

B. Not in limitation of the foregoing, Subdivider and adjacent property owners, before City releases the Final Plat for recording, shall enter an easement and maintenance agreement with respect to the private drives and other areas depicted on Exhibit E, in form and content satisfactory to the City Engineer unless easements for

access to, and maintenance of, such drives and areas already exist and have been recorded, in form and content satisfactory to the City Engineer.

The City hereby acknowledges that Subdivider as of the date hereof may not own fee title to the Property. The parties further agree that none of the obligations set forth herein shall be binding on any party unless Subdivider within 24 months after the date of this Agreement acquires fee title to the Property, picks up and pays for a building permit and diligently proceeds to construct the Improvements and development of the Walmart Neighborhood Market on Lot 1 of the Property, in Subdivider's sole and absolute discretion; provided, however, if Subdivider within 24 months after the date of this Agreement fails to acquire fee title to the Property, pick up and pay for a building permit and diligently proceed to construct the Improvements and development of the Walmart Neighborhood Market on Lot 1 of the Property, neither Subdivider nor BHI shall be required, nor entitled without written consent of the City, to move forward with said project, and, absent the desire of Subdivider or BHI, with written consent of the City, to move forward with said project, this Agreement, any building permit that has been issued and the Final Plat shall be null and void and of no effect, the Final Plat shall be vacated pursuant to Neb. Rev. Stat. Section 19-917, and all obligations of the parties as set forth in this Agreement shall cease, with the exception of obligations of this paragraph that follow. If the Final Plat shall be so vacated, the parties agree that this Subsection 1B shall be deemed to constitute and shall suffice as an irrevocable petition to the City of the owners of all lots or lands to vacate the Final Plat in its entirety pursuant to Neb. Rev. Stat. Section 19-917, and no further action of any owner shall be required for the City to proceed to vacate said plat. The parties agree that any party may record with the Sarpy County Register of Deeds the certified ordinance vacating the Final Plat. Upon vacating the Final Plat, the Property automatically shall revert and again become Lot 177, Southwind, subject to any subsequent replat proposed by the owner and approved by the City pursuant to Neb. Rev. Stat. Section 19-917 and any other applicable laws or regulations.

The City agrees to grant to Subdivider or Subdivider's contractors or agents any temporary construction easement to enter onto property of the City and to regulate pedestrian and vehicular traffic to such areas as required for construction of the Improvements, in form and content satisfactory to the City Engineer.

2. Water, Gas and Electrical Power: In the event Subdivider elects to proceed with its proposed development of the Walmart Neighborhood Market on Lot 1, Subdivider agrees to enter into an agreement with the Metropolitan Utilities District regarding all water service lines to and upon the Property, an agreement with Black Hills Energy for all gas line extensions to and upon the Property, and an agreement with the Omaha Public Power District for electrical power lines to be installed to, on or adjacent to the Property. Subdivider shall provide to City copies of each of such agreements of Subdivider with the Metropolitan Utilities District, Black Hills Energy and the Omaha Public Power District within four (4) months after picking up its building permit for said proposed development. All required work shall be performed solely at Subdivider's cost. Subdivider shall be responsible for obtaining permission from the Public Works

Department of City (City Engineer) before performing any work upon or affecting City property.

3. Installation of Improvements: Upon picking up its building permit for its proposed development of the Walmart Neighborhood Market on Lot 1, Subdivider agrees to commence the timely and orderly installation of the Improvements in accordance with this Agreement. Nothing in this Agreement, however, shall be deemed a waiver or lessening of any approvals specifically required by this Agreement or of City's requirements regarding approval by City of the site plan for any building or other improvements prior to the issuance of a building permit therefor or regarding compliance with any other applicable requirements, including requirements of the Municipal Code, zoning, or subdivision regulations.

Subject to all other provisions of the Agreement and any exhibits hereto attached, to the extent any of the Improvements constructed pursuant to this Agreement are not considered already owned by the City, Subdivider, upon completion of said Improvements and without charge to the City, hereby unconditionally gives, grants, conveys and fully dedicates Improvements comprising the widening of 96th Street for the right turn bay, including relocated public sidewalks, and public sidewalks along 94th Street to the City, its successors and assigns free and clear of all encumbrances, subject to any further action required of Subdivider or City to complete said conveyance, and City thereafter shall be responsible for maintenance, repairs and replacements of said Improvements comprising the widening of 96th Street for the right turn bay, excluding relocated public sidewalks, in accordance with all applicable laws, regulations and requirements. Notwithstanding the foregoing, Subdivider shall retain ownership to all private improvements located on the Property and Improvements comprising the storm water detention area as reconfigured, and Subdivider shall have responsibility for maintenance, repairs and replacements of all private improvements, the Improvements comprising the public sidewalk along 94th Street, the public sidewalks relocated with the widening of 96th Street, and storm water detention area as reconfigured, and any other improvements if so provided in this Agreement, in accordance with all applicable laws, regulations and requirements.

4. Payment for Improvements: Subdivider shall pay, in addition to other costs as provided in this Agreement, the cost of all Improvements, as well as all charges of the Metropolitan Utilities District for water, of Black Hills Energy for gas line installation, and of the Omaha Public Power District for underground electrical service or overhead power installations. Except as may be otherwise expressly provided herein, Subdivider shall pay the cost of all work and requirements described in this Agreement.
5. Right to Connect to City Sewer System: City hereby grants permission to Subdivider to connect, at Subdivider's cost, Subdivider's sanitary sewer system within the limits of the Property to the sanitary sewer system of City, subject to Subdivider obtaining proper permits and paying the standard tract sewer connection fee to City for the Property shown on "Exhibit A." Payment shall be based on the City's adopted fee rate that is in effect at

the time the payment is made. At the rate in effect on the date of execution of this Agreement, the fee would be:

Lot 1, Commercial	8.97 ± AC @ \$5,973/AC	\$53,577.81
Lot 2, Commercial	1.64 ± AC @ \$5,973/AC	\$ 9,795.72
Total Fee		\$63,373.53

6. Financial Guarantee; Bonds: Prior to City's release of the Final Plat for recording, Subdivider shall provide to City a financial guarantee (i.e., a bank letter of credit) in form acceptable to City and in the sum of Forty One Thousand Forty Nine and 84/100ths Dollars (\$41,049.84) for construction of the Improvements, as shown on "Exhibit B." Subdivider warrants to City, for a period of two years following completion of such construction and its acceptance by the City Engineer of City, that such construction shall have been performed using first quality materials, in a good and workmanlike manner, and in accordance with the plans and specifications approved by the City Engineer of City. Upon completion of such construction, Subdivider's engineer shall submit to City as-built records and a certification that the construction was performed in substantial compliance with the design approved by the Public Works Department of City (City Engineer) prior to construction. A certificate signed by the City Engineer showing that the City accepts the public improvements as constructed by Subdivider shall operate as a release of such financial guarantee.

Subdivider shall also require its contractor performing the Improvements to provide to Subdivider and City a performance bond, a labor and materials payment bond, and a two-year maintenance bond regarding such construction work, with Subdivider and City to be named as co-obligees on such bonds. Such bonds shall be in forms and amounts satisfactory to City, and shall have one or more sureties thereon who are authorized to write such bonds in the State of Nebraska.

7. Storm Water Management Plan: Post-construction storm water management features and related appurtenances at Subdivider's sole cost shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as Exhibit C. Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
8. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as Exhibit D shall be entered into between Subdivider and City prior to starting construction of such improvements, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:

- (A) identify those maintenance actions that shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
- (B) include provisions to control when post-construction storm water features are to be constructed,
- (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
- (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the responsibility of any successors, assigns or future owners, as applicable.

9. Watershed Management Fees: The Subdivider shall make payment to City for Watershed Management Fees. This fee is computed as follows for the Property shown on Exhibit A. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Agreement, the fees would be:

Lot 1, Commercial	8.97 ± AC @ \$4,000/AC	\$35,880.00
Lot 2, Commercial	1.64 ± AC @ \$4,000/AC	<u>\$6,560.00</u>
		Total \$42,440.00

The aforesated fees are stated at the rates currently in effect and are subject to increase. The rates in effect at the time of issuance of the building permit, if greater than the aforesated rates, will be the rates to be paid.

10. Private Improvement Compliance. All Private Improvements shall be designed, constructed, maintained, repaired and replaced at the Subdivider's sole cost in accordance with all applicable laws, rules, regulations, policies and procedures in effect at the time the construction, maintenance, repair or replacement is performed.
11. Traffic Signal. The parties agree that traffic signals shall be acquired and installed by the City or its designee at the location specified in Exhibit B as and when warranted, as determined in the City Engineer's sole discretion, but based on an updated traffic study supporting such determination. Subdivider agrees that the acquisition and installation of said traffic signals will provide a special benefit to the Property. Accordingly, provided that Subdivider has proceeded with its proposed development of the Walmart

Neighborhood Market on Lot 1 of the Property or is then operating or proceeding with construction of said store on Lot 1 of the Property, Subdivider agrees to pay upon demand 50% of the total costs of the acquisition and installation of said traffic signals. If and when the traffic signals are warranted, and before the City's acquisition or commencement of installation of the traffic signals, Subdivider, at the option of the City, agrees to pay to the City 50% of the City Engineer's estimate of the total cost of the traffic signals, which payment the City shall use for the acquisition and installation of the signals. If the payment made by Subdivider based on the City Engineer's estimate is greater or lesser than the payment that is required of Subdivider under this paragraph based on total actual costs of the signals upon completion of the work, the parties agree that the City shall refund to Subdivider, or Subdivider shall pay City, the amount that is necessary so Subdivider ultimately pays 50% of the actual costs of the signals. If the City does not elect to have Subdivider pay in advance based on the City Engineer's estimated cost of the traffic signals, Subdivider shall pay 50% of the total cost upon completion of the work. Subdivider, at its option, may enter an agreement with the owner of Lot 178 and/or 179, Southwind, to reimburse Subdivider a portion of Subdivider's cost of the traffic signals under this paragraph in proportion to the relative benefit of said signals to the Property, Lot 178 and/or Lot 179, which agreement shall be in form and content satisfactory to the City Engineer.

12. Binding Effect; Recording: This Subdivision Agreement shall be binding upon the parties, and their respective successors, contractors, agents and assigns. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on Subdivider, BHI and their respective successors and assigns. City shall have the right, but not the obligation, to enforce any and all such covenants. It is further agreed that after City releases the Final Plat to Subdivider for recording, Subdivider promptly will record such Final Plat with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the Final Plat for recording until (i) Subdivider provides to City the financial guarantees and fully executed easement and maintenance agreement required by this Agreement; and (ii) City is satisfied that BHI and Subdivider, or their respective successors and assigns, have concluded (closed), or made arrangements satisfactory to the City to conclude (close), purchase and sale of the Property as described herein and their respective transactions requiring the actual construction of all of the Private Improvements on the Property as contemplated on the date of execution of this Agreement. It is further expressly agreed that if the conditions described in the immediately preceding sentence have not occurred within 24 months after the date of this Subdivision Agreement, neither Subdivider nor BHI shall be required, nor entitled without the written consent of the City, to move forward with the project.
13. Any development of Lot 2 shall be subject to all applicable laws, rules, regulations, approvals and other requirements of the City in effect at the time of said development.
14. The recitals on pages 1 and 2 of this Agreement and exhibits referenced herein are incorporated herein and shall be a part of this Agreement. This Agreement shall

constitute the complete agreement and understanding of the parties regarding the subject matter contained herein and shall not be amended except by written amendment signed by both parties. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement shall be governed and construed in accordance with Nebraska law and the parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue.

[Remainder of page intentionally left blank; signatures to follow]

Mayor

ATTEST:

City Clerk

Date _____

STATE OF NEBRASKA _____)
) ss.
COUNTY OF SARPY _____)

NOTARY PUBLIC

My Commission expires _____.

_____, Trustee of the Wal-Mart
Real Estate Business Trust

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said County and State, personally appeared _____, the Trustee of the Wal-Mart Real Estate Business Trust, who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the trust.

NOTARY PUBLIC
My Commission expires _____.

BHI:

_____, President of BHI Investment Company, Inc.

_____ Date: _____

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
COUNTY OF _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said County and State, personally appeared Gerald L. Toczon, President of BHI Investment Company, Inc., who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the corporation.

NOTARY PUBLIC
My Commission expires _____.

EXHIBIT A
FINAL PLAT

(Attached)

SOUTHWIND REPLAT THREE

LOTS 1 AND 2 INCLUSIVE

BEING A REPLAT OF LOT 177, SOUTHWIND, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

DEDICATION

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

BHI INVESTMENT CO., INC.

MUTUAL OF OMAHA BANK

BY: GERALD L. TORCZON, PRESIDENT

BY:

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS _____ DAY OF _____, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED GERALD L. TORCZON, PRESIDENT OF BHI INVESTMENT CO., INC., PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

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

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS _____ DAY OF _____, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED _____ OF MUTUAL OF OMAHA BANK, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

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

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

REVIEW OF SARPY COUNTY SURVEYOR

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE SARPY COUNTY SURVEYOR ON THIS _____ DAY OF _____.

SARPY COUNTY SURVEYOR

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

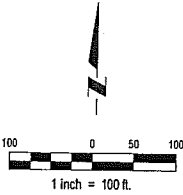
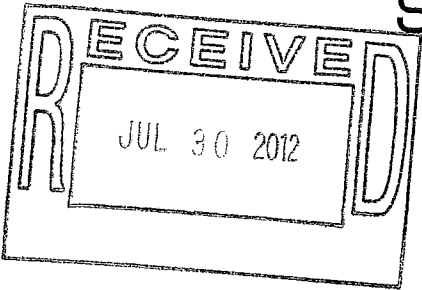


SOUTHWIND REPLAT THREE
LA VISTA, NEBRASKA

FINAL PLAT

300 NORTH 17TH STREET OMAHA, NE 68104
PHONE: (402) 855-4700 FAX: (402) 855-5599
WWW.EAGROUP.COM

Proj No.	Date	Revisions
P2011-182-013	10-26-11	1
Drawn By:	MMW	TRH
Scale:	1" = 100'	
Sheet	1	of 1



LEGEND
--- BOUNDARY LINE
--- LOT LINE
--- EXISTING EASEMENTS
--- PROPOSED EASEMENTS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS SOUTHWIND REPLAT THREE. I CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOT BEING PLATTED.

SAID TRACT OF LAND CONTAINS AND AREA OF 464,226 SQUARE FEET OR 10.66 ACRES MORE OR LESS.

JASON HEADLEY L.S. 604

DATE

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST
CITY CLERK MAYOR

COUNTY TREASURER'S CERTIFICATE

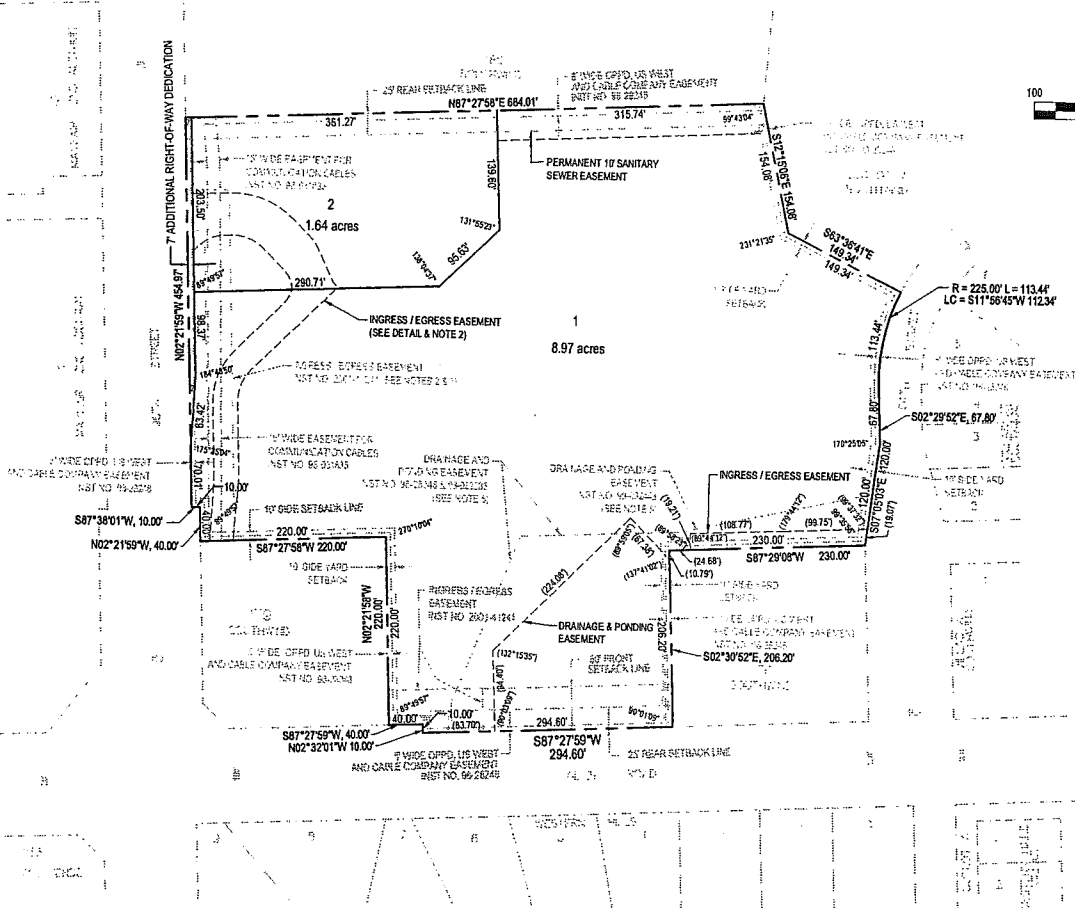
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE COUNTY TREASURER

ACCEPTANCE BY SARPY COUNTY REGISTER OF DEEDS

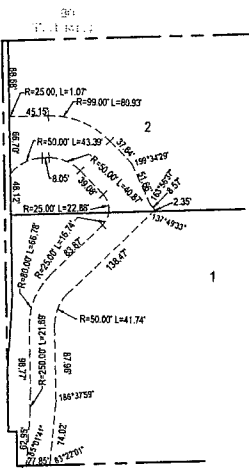
RECORDED ON THIS _____ DAY OF _____.

SARPY COUNTY REGISTER OF DEEDS



NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- A PERMANENT RECIPROCAL INGRESS AND EGRESS, SIDEWALK, PARKING AND PEDESTRIAN EASEMENT GRANTED TO PRIVATE PARTIES PURSUANT TO A SEPARATE INSTRUMENT, AND SUBJECT TO THE TERMS THEREOF, AS RECORDED IN THE OFFICE OF DEEDS OF SARPY COUNTY, NEBRASKA.
- THERE IS AN EXISTING DRIVEWAY WITH FULL ACCESS TO 96TH FROM LOT 2, SOUTHWIND REPLAT THREE, THAT BENEFITS LOT 2, SOUTHWIND REPLAT THREE, AND LOT 179, SOUTHWIND, INST. NO. 2001-41241, AS MODIFIED IN THE INSTRUMENT REFERENCED IN NOTE 2, ABOVE.
- EXISTING RIGHT-IN / RIGHT-OUT ONLY ACCESS TO GILES ROAD FROM LOT 1, SOUTHWIND REPLAT THREE, SAID ACCESS WILL ALSO BENEFIT LOT 179, SOUTHWIND INST. NO. 98-28248
- EASEMENT TO BE VACATED WITH SEPARATE DOCUMENT AFTER PLAT IS RECORDED.



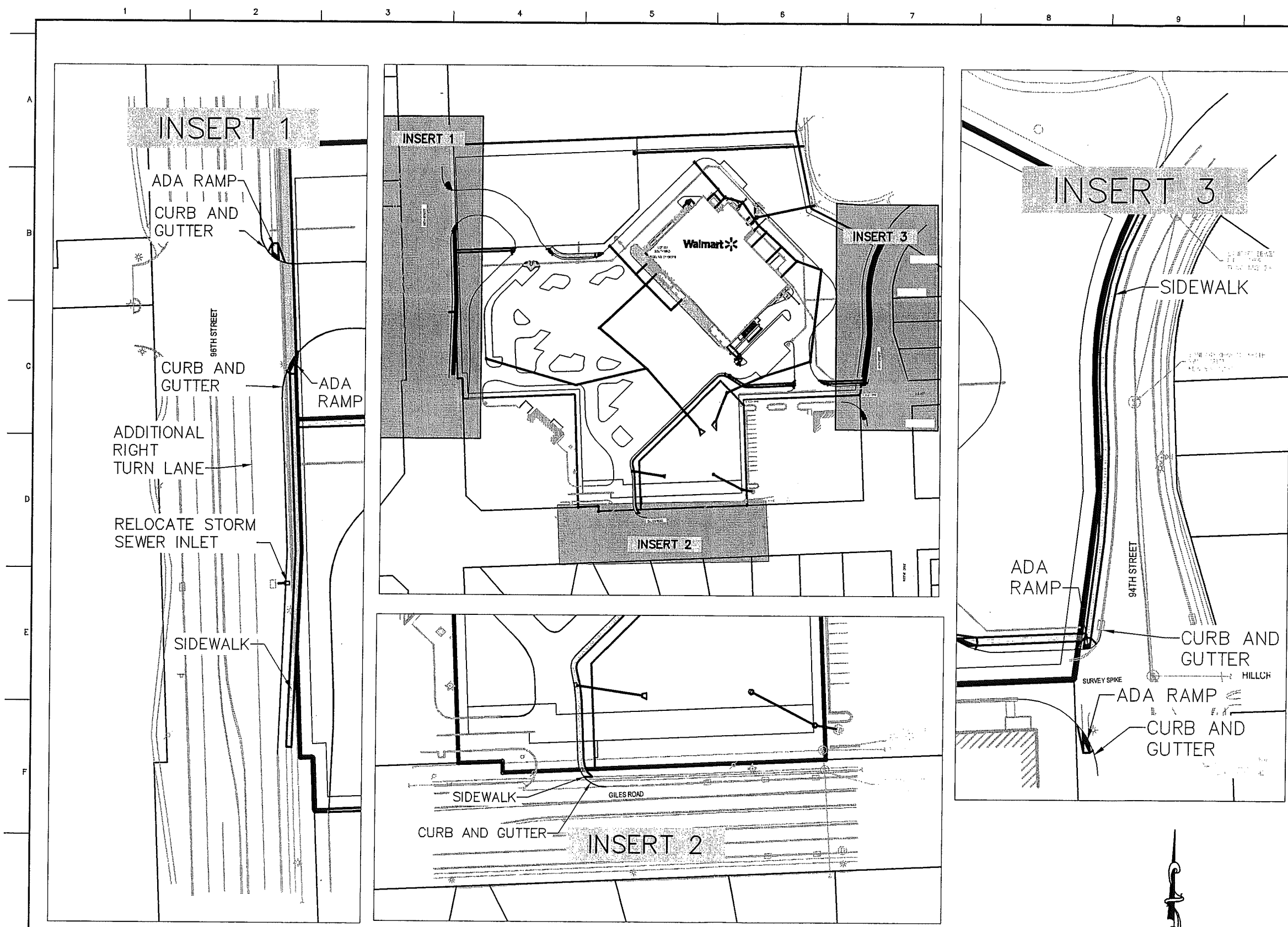
INGRESS EGRESS DETAIL
SCALE 1"=100'

EXHIBIT "A"

EXHIBIT B
PUBLIC IMPROVEMENTS

(Attached)

Drawing name: K:\TWC_LDEY\WALMART\116199081\LA-VISTA\CADD\EXHIBITS\EXHIBIT B - PUBLIC IMPROVEMENTS.dwg 8.5x11 Jul 27, 2012 3:29pm by: alyssa.kast
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or and improper reliance on this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.




SCALE AS NOTED		 Kimley-Horn and Associates, Inc. © 2012 KIMLEY-HORN AND ASSOCIATES, INC. 2550 UNIVERSITY AVE W, STE 238N ST. PAUL, MN 55114 PHONE (651) 645-4197 FAX (651) 645-5116 WWW.KIMLEY-HORN.COM		DATE 06/28/12		EXHIBIT B WALMART STORE# 3173-00 LA VISTA, NE		DESIGN ENGINEER: WILLIAM D. MATZEK, P.E.		SHEET NUMBER EX B	
DESIGNED BY AEG				PROJECT NO. 116199081				NE P.E. LICENSE NUMBER: E-13716			
DRAWN BY AEG											
CHECKED BY WDM											

EXHIBIT C
POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

(Attached)

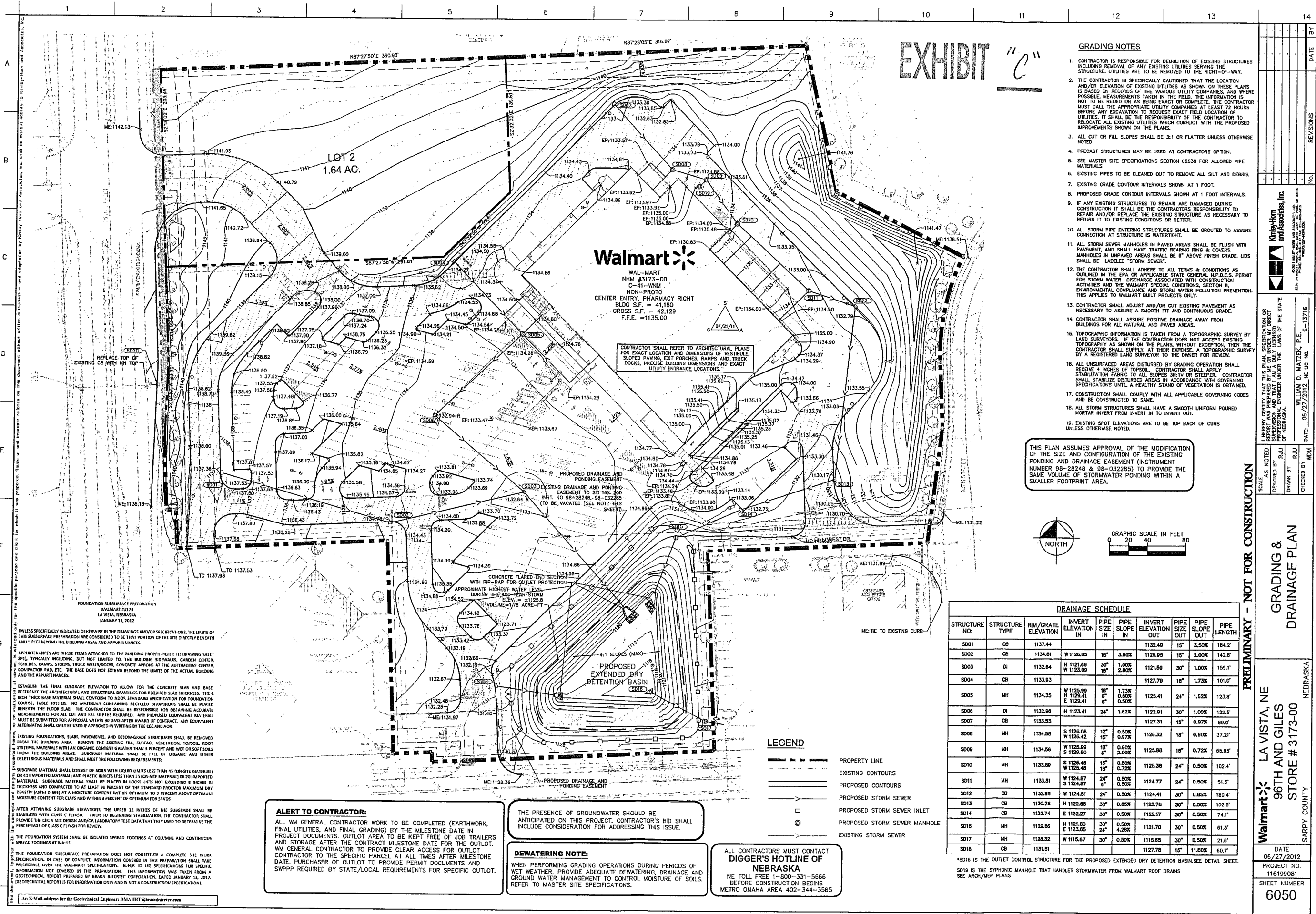


EXHIBIT D
MAINTENANCE AGREEMENT

[Space above the line for recording data]

**POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT**

This Post Construction Storm Water Management Plan Maintenance Agreement (hereinafter referred to as the "Agreement") is entered into as of the date set forth below by and between _____, as Trustee of the Wal-Mart Real Estate Business Trust (hereinafter referred to as the "Property Owner") and the City of La Vista, Nebraska (hereinafter referred to as the "City"). The Property Owner and the City are sometimes referred to herein as the "Parties".

WHEREAS, the Property Owner (whether one of more) is the owner of the real property legally described on Exhibit "A" which is attached hereto and incorporated herein by this reference (hereinafter referred to as "the Property");

WHEREAS, the Parties recognize that the health, safety and welfare of the citizens of the City require that storm water management facilities (hereinafter referred to as the "Facilities") must be constructed and maintained in conjunction with the development of the Property, which Property is located in the jurisdiction of the City;

WHEREAS, reference is made to the Post Construction Storm Water Management Plan, designated as City of La Vista project number ____-PCSMP, (hereinafter referred to as the "PCSMP") which has been prepared by the Property Owner and approved by the City, and which is attached hereto as Exhibit "B" and incorporated herein by this reference; and,

WHEREAS, the Property Owner agrees that its obligations hereunder shall be binding on present and future owners of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and provisions contained herein, the Property Owner agrees as follows:

1. The Facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been prepared by the Property Owner and which has been reviewed and accepted by the City or its designee. The Property Owner hereby reserves the right to continue to use the land on which the PCSMP is constructed for any lawful uses or purposes which do not materially interfere with the use or operation of the Facilities or the BMP Maintenance Requirements (defined below).

2. The Property Owner has prepared, and the City has reviewed and accepted the "BMP Maintenance Requirements" which are attached hereto as Exhibit "C" and which are incorporated herein by this reference. *(include annual inspection requirements per PCWP website prototype)*
3. The Property Owner shall, at its sole expense, construct and perpetually operate and maintain the Facilities in strict accordance with the BMP Maintenance Requirements.
4. The Property Owner hereby grants permission to the City, its authorized agents and employees, upon reasonable notice and at reasonable times, to enter upon the Property, for inspections to ensure that the Facilities are maintained in accordance with this Agreement; provided, however, any such access by the City onto the Property shall be limited to paved areas and any pervious areas around the Facilities to the extent reasonably necessary to inspect the Facilities.

If an inspection reveals that the Facilities have not been maintained in accordance with this Agreement and that corrective action is needed, the City shall provide the Property Owner with written notice specifying what corrective action is reasonably required. If the Property Owner has not completed the corrective action(s) specified by the City or its designee within thirty (30) days after issuance of such notice, the City may perform the necessary corrective work. If an emergency exists, as determined by the City or its designee, the City or its designee may, without prior notice to the Property Owner, enter the Property to make any and all reasonably necessary repairs, to take any and all reasonably necessary corrective actions, and to perform any and all maintenance, construction and reconstruction as the City reasonably deems necessary to address such emergency. In any of such events, the City shall be entitled to recover from the Property Owner the reasonable costs reasonably expended by the City to maintain or repair the Facilities or to correct operational deficiencies in accordance with this Agreement or applicable law. If the Property Owner fails to pay the City such reasonably expended costs within forty-five days after written billing of same by the City, such failure shall constitute a breach of this Agreement. The City shall thereafter be entitled to bring an action against the Property Owner to recover such costs. Property Owner agrees that it shall be liable to the City for the amount determined by the City to be due, together with interest thereon at the rate of eight per cent (8%) per annum from the date of billing by the City until such amount is paid, for all costs of such collection action and, to the extent allowable by law, for all attorney fees incurred by the City in making such collection.

5. The Property Owner is not authorized to obligate and shall not obligate the City to maintain or repair the Facilities, and the City shall not be liable to any person for the condition or operation of the Facilities.
6. The Property Owner agrees to indemnify and hold the City (and the City's agents, officers, officials, representatives, and employees) harmless from and against any loss or liability arising from or out of any occurrence or claim that may arise or be asserted against any of them as a result of the construction, existence, or condition of the Facilities or the maintenance of the Facilities by the Property Owner (excluding only such

occurrences or claims as are caused solely by the negligence, gross negligence, or willful misconduct of the City or its authorized agents or employees). If such a claim is asserted against the City, and/or against any agent, officer, official, representative, or employee of the City, the City or any such individual shall notify the Property Owner of such claim. Any such notice given by the City or any such individual shall inure to the benefit of the City and every other individual against whom the claim is made or asserted. The Property Owner shall have the right and duty to defend, and the right to settle, at its own expense, such claim and any suit based on any such claim. If a final judgment is entered against the City and/or any agent, officer, official, representative, or employee of the City upon such a claim, the Property Owner shall pay such judgment.

7. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of City's ordinances as authorized by law.
8. The Property Owner shall comply with any and all time of performance requirements set forth in this Agreement; provided, however, that the time of performance shall be extended as necessitated (but only to the extent necessitated) by strikes, lockouts, fire or other unavoidable casualty, extraordinary and unanticipatable weather conditions, acts of God, unjustified refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the Facilities contemplated hereunder (the Parties agreeing to use reasonable diligence to procure the same), or any other cause beyond the reasonable control of the Property Owner (other than a financial cause).
9. The provisions of this Agreement are not intended to create, and they shall not in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.
10. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto. Whenever the phrase "Property Owner" appears in this Agreement, however, any right or obligation of the Property Owner under this Agreement shall extend to and be binding upon each successor in interest to Property Owner, as such successor's interest may appear.
11. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement may be modified only by a written agreement of the City and the Property Owner.
12. Upon conveyance of the Property, the conveying owner shall thereafter be relieved of any obligations under this Agreement arising out of any act, occurrence or omission that occurs after the date of such conveyance.
13. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on, and inure to the benefit of the Property Owner, and its respective successors and assigns. The City shall have the right, but not the obligation, to enforce any and all such covenants.

IN WITNESS WHEREOF, the Property Owner has executed this Agreement this ____ day of _____, 2011.

PROPERTY OWNER:

By: _____,
Trustee of the Wal-Mart Real
Estate Business Trust

CITY OF LA VISTA, NEBRASKA,

Mayor Date

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

STATE OF _____]
COUNTY OF _____] ss.

On this ____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared _____, the Trustee of the Wal-Mart Real Estate Business Trust, who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the corporation.

NOTARY PUBLIC
My Commission expires _____

Exhibit "A"
Legal Description of the Property and Final Plat

Lots 1 and 2, Southwind Replat Three, as recorded in Sarpy County, Nebraska.

SOUTHWIND REPLAT THREE

LOTS 1 AND 2 INCLUSIVE

BEING A REPLAT OF LOT 177, SOUTHWIND, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

DEDICATION

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

BHI INVESTMENT CO., INC.

MUTUAL OF OMAHA BANK

BY: GERALD L. TORCZON, PRESIDENT

BY:

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS _____ DAY OF _____, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED GERALD L. TORCZON, PRESIDENT OF BHI INVESTMENT CO., INC., PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

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

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THIS _____ DAY OF _____, BEFORE ME A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY, APPEARED _____ OF MUTUAL OF OMAHA BANK, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS PRESIDENT OF SAID CORPORATION.

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

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

REVIEW OF SARPY COUNTY SURVEYOR

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF THE SARPY COUNTY SURVEYOR ON THIS _____ DAY OF _____.

SARPY COUNTY SURVEYOR

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



SOUTHWIND REPLAT THREE

LA VISTA, NEBRASKA

FINAL PLAT

330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 885-4700 FAX: (402) 885-5259
WWW.EAGC.COM

Revisions

Proj No: P2011.12.013

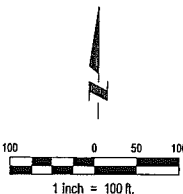
Date: 10-25-11

Designed By: MAW

Drawn By: THH

Scale: 1" = 100'

Sheet 1 of 1



LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENTS
- PROPOSED EASEMENTS

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS SOUTHWIND REPLAT THREE. I CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF THE LOT BEING PLATTED.

SAID TRACT OF LAND CONTAINS AND AREA OF 464,226 SQUARE FEET OR 10.66 ACRES MORE OR LESS.

JASON HEADLEY L.S. 604

DATE

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF SOUTHWIND REPLAT THREE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST

CITY CLERK

MAYOR

COUNTY TREASURER'S CERTIFICATE

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

DATE

COUNTY TREASURER

ACCEPTANCE BY SARPY COUNTY REGISTER OF DEEDS

RECORDED ON THIS _____ DAY OF _____.

SARPY COUNTY REGISTER OF DEEDS

NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- A PERMANENT RECIPROCAL INGRESS AND EGRESS, SIDEWALK, PARKING AND PEDESTRIAN EASEMENT GRANTED TO PRIVATE PARTIES PURSUANT TO A SEPARATE INSTRUMENT, AND SUBJECT TO THE TERMS THEREOF, AS RECORDED IN THE OFFICE OF DEEDS OF SARPY COUNTY, NEBRASKA.
- THERE IS AN EXISTING DRIVEWAY WITH FULL ACCESS TO 96TH FROM LOT 2, SOUTHWIND REPLAT THREE, THAT BENEFITS LOT 2, SOUTHWIND REPLAT THREE, AND LOT 179, SOUTHWIND, INST. NO. 2001-41241, AS MODIFIED IN THE INSTRUMENT REFERENCED IN NOTE 2, ABOVE.
- EXISTING RIGHT-IN / RIGHT-OUT ONLY ACCESS TO GILES ROAD FROM LOT 1, SOUTHWIND REPLAT THREE, SAID ACCESS WILL ALSO BENEFIT LOT 179, SOUTHWIND INST. NO. 98-28248
- EASEMENT TO BE VACATED WITH SEPARATE DOCUMENT AFTER PLAT IS RECORDED.

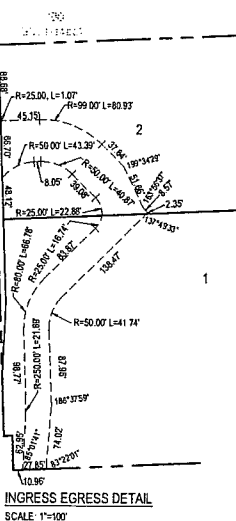
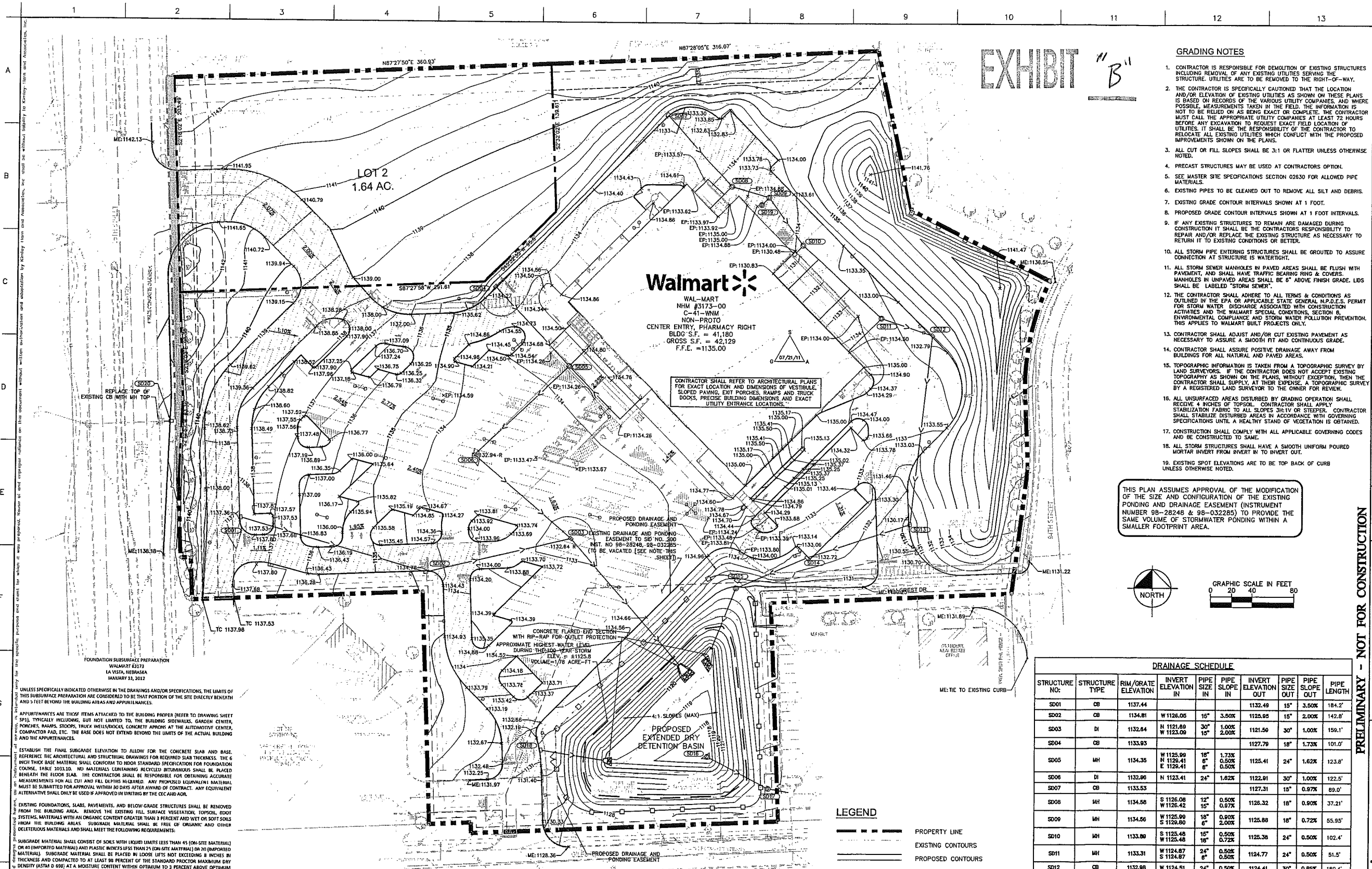


EXHIBIT "A"

Exhibit “B”
Post Construction Stormwater Management Plan

Drawing name: K:\WC\DOE\WALMART\16199081_LA-VISTA\CAUD\PlanSheets\6050_Grading_Plan.dwg Layout1 Jul 05, 2012 12:54pm by: brian.wurdaman



12

13

14

EXHIBIT "B"

GRADING NOTES

1. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THEM. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.

2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

3. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.

4. PRECAST STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION.

5. SEE MASTER SITE SPECIFICATIONS SECTION 02630 FOR ALLOWED PIPE MATERIALS.

6. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.

7. EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT.

8. PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1 FOOT INTERVALS.

9. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.

10. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUDED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.

11. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LOS SHALL BE LABELED "STORM SEWER".

12. THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL R.P.O.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES AND THE WALMART SPECIAL CONDITIONS, SECTION 8. ENVIRONMENTAL COMPLIANCE AND STORM WATER POLLUTION PREVENTION. THIS APPLIES TO WALMART BUILT PROJECTS ONLY.

13. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.

14. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.

15. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.

16. ALL UNPAVED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3:1 OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.

17. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.

18. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.

19. EXISTING SPOT ELEVATIONS ARE TO BE TOP BACK OF CURB UNLESS OTHERWISE NOTED.

LA VISTA, NE
96TH AND GILES
STORE # 3173-00

NEBRASKA
SARPY COUNTY

DATE
06/27/2012

PROJECT NO.
116199081

SHEET NUMBER
6050

Walmart

LA VISTA, NE
96TH AND GILES
STORE # 3173-00

NEBRASKA
SARPY COUNTY

DATE
06/27/2012

PROJECT NO.
116199081

SHEET NUMBER
6050

LA VISTA, NE
96TH AND GILES
STORE # 3173-00

NEBRASKA
SARPY COUNTY

DATE
06/27/2012

PROJECT NO.
116199081

SHEET NUMBER
6050

ALERT TO CONTRACTOR:

ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. WM GENERAL CONTRACTOR TO PROVIDE CLEAR ACCESS FOR OUTLOT CONTRACTOR TO THE SPECIFIC PARCEL AT ALL TIMES AFTER MILESTONE DATE. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

DEWATERING NOTE:

WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.

ALL CONTRACTORS MUST CONTACT
DIGGER'S HOTLINE OF NEBRASKA
NE TOLL FREE 1-800-331-5666
BEFORE CONSTRUCTION BEGINS
METRO OMAHA AREA 402-344-3565

DRAINAGE SCHEDULE							
STRUCTURE NO.	STRUCTURE TYPE	RIM/GRATE ELEVATION	INVERT ELEVATION IN	PIPE SIZE IN	INVERT ELEVATION OUT	PIPE SIZE OUT	PIPE LENGTH
SD01	CB	1137.44			1132.49	15"	184.2'
SD02	CB	1134.81	W 1126.05	15"	1125.95	15"	142.8'
SD03	DI	1132.64	N 1121.69 W 1123.09	30" 15"	1121.59	30"	159.1'
SD04	CB	1133.93			1127.79	18"	101.0'
SD05	MH	1134.35	W 1125.99 N 1125.41 E 1126.41	18" 18" 6"	1125.41	24"	162.3'
SD06	DI	1132.96	N 1123.41	24"	1122.91	30"	122.5'
SD07	CB	1133.53			1127.31	15"	99.0'
SD08	MH	1134.58	S 1126.08 W 1126.42	12" 15"	1126.32	18"	9.90'
SD09	MH	1134.56	W 1125.99 S 1125.80	18" 6"	1125.88	18"	7.22'
SD10	MH	1133.80	S 1125.48 W 1125.48	15" 18"	1125.36	24"	102.4'
SD11	MH	1133.31	W 1124.87 S 1124.87	24" 6"	1124.77	24"	51.5'
SD12	CB	1132.98	W 1124.51	24"	1124.41	30"	0.85'
SD13	CB	1130.28	N 1122.88	30"	1122.78	30"	102.5'
SD14	CB	1132.74	E 1122.27	30"	1122.17	30"	50.0'
SD15	MH	1129.86	N 1121.80 E 1123.65	30" 24"	1121.70	30"	61.3'
SD17	MH	1128.32	W 1115.87	30"	1115.85	30"	21.6'
SD18	CB	1131.81			1127.78	15"	118.0'

*SD16 IS THE OUTLET CONTROL STRUCTURE FOR THE PROPOSED EXTENDED DRY DETENTION BASIN. SEE DETAIL SHEET.
SD19 IS THE SYNCHRONIC MANHOLE THAT HANDLES STORMWATER FROM WALMART ROOF DRAINS
SEE ARCH/MEP PLANS

Exhibit "C"
BMP Maintenance Requirements

Name & Location

Project Name: WMNM #3173
Address: SEC 96th St. and Giles Road, La Vista, NE 68128

Site Data

Total Site Area: 10.61 AC
Total Disturbed Area: 10.61 AC
Total Undisturbed Area: 0 AC
Impervious Area Before Construction: ±6%
Impervious Area After Construction: ±59%

BMP Information

BMP ID	TYPE OF BMP	Longitude/Latitude
Pond 1	Extended Dry Detention Basin	96°02'33.5"W/41°11'22.6"N

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

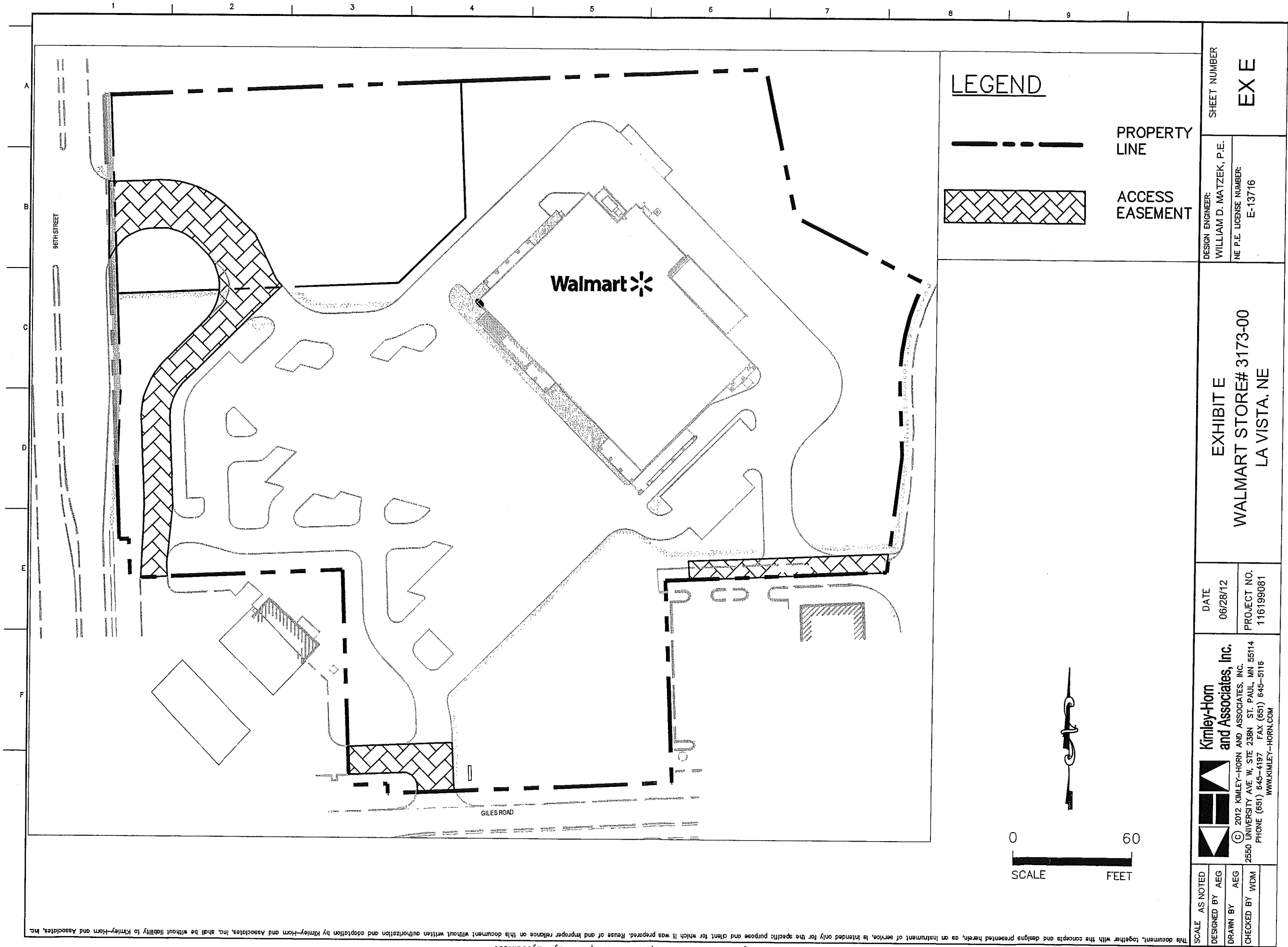
Dry Detention Basin/Pond Maintenance Tasks and Schedule

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

Walmart, as the Property Owner, will be responsible for the maintenance of the water quality BMP.

EXHIBIT E
ACCESS EASEMENT AREA

(Attached)



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2012 AGENDA**

Subject:	Type:	Submitted By:
FISCAL YEAR 12/13 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A public hearing has been scheduled and first reading of an ordinance has been prepared to adopt the proposed municipal budget for FY 12/13. Only first reading of the budget ordinance is requested at this time as the final valuation of the City will not be received from Sarpy County until August 20, 2012.

First reading of the Master Fee Ordinance has also been prepared for Council's consideration.

FISCAL IMPACT

The proposed budget is for \$26,367,877.00 in all funds. The total proposed preliminary property tax request is for \$5,852,708.27 which will require a property tax levy of \$0.55 per \$100 dollars of assessed valuation.

The owner of a home valued at \$150,000 will pay \$825 in property taxes, or \$68.75 per month. The proposed budget has no increase in property taxes.

RECOMMENDATION

Approval of first reading of the Appropriations Ordinance and first reading of the Master Fee Ordinance.

BACKGROUND

The City Council held budget workshops on July 16 and 18, 2012. The proposed budget ordinance and Master Fee ordinance are based on the discussions from these meetings.

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30, 2013; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That after complying with all procedures required by law, the proposed budget presented and set forth in the budget statements, as amended, is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2012, through September 30, 2013. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Amount Appropriated	Amount to be Raised by Property Tax Levy
General Fund	12,125,618.00	5,214,231.00
Sewer Fund	2,618,888.00	0.00
Debt Service Fund	4,326,417.00	638,477.27
Lottery Fund	1,950,668.00	0.00
Golf Fund	486,088.00	0.00
Capital Fund	1,733,071.00	0.00
Economic Development	1,999,662.00	0.00
Off-Street Parking	617,464.00	0.00
Total All Funds	26,367,877.00	5,852,708.27

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. 4458

AN ORDINANCE TO AMEND ORDINANCE NO. 4453, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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

BUILDING & USE FEES

Building Permit

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

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

Plan Review Fee

Commercial (non-refundable) \$100 or 10% of building permit fee (whichever is greater)

Design Review (non-refundable)

\$1,000 Bldgs 24,999 sq. ft. or less (min. fee) (or Actual Fee Incurred)
\$2,000 Bldgs 25,000 – 49,999 sq. ft (min. fee) (or Actual Fee Incurred)
\$3,000 Bldgs 50,000 -100,000+ sq.ft. (min. fee) (or Actual Fee Incurred)
\$4,000 Bldgs 100,000 + sq.ft (min. fee) (or Actual Fee Incurred)

Replacement Plan Review Fee

\$100 + Request for records fees

Engineer's Review

\$500

Rental Inspection Program

License Fees:

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

Inspection Fees:

Primary Inspection No charge
Class B Property Inspection (after primary inspection):
Violation corrected No charge
Violation not corrected See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection) See Re-inspection Fee below

Re-inspection Fee

\$50

Penalty Fee

3x Regular permit fee

Refund Policy

75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)

Certificate of Occupancy

\$ 50

Temporary Certificate of Occupancy

\$750

Pre-occupancy fee (Occupancy without C.O.)

\$750

Amended Master Fee Schedule 44-4212/13 Fiscal Year

Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$250
Common Sign Plan	\$250
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$1000
Co-locates – Towers	\$100
Tarp Permit(valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits fee	\$30 Base fee + 5% <u>See mechanical</u>
Plumbing Permits fee	\$30 Base fee + 5% <u>See mechanical</u>
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + 5% <u>See electrical fee</u>
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft (\$40 set up fee; \$10 permit fee)
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250
<u>GRADING PERMIT FEES</u>	
5 acres or less	\$ 500
More than 5 acres	\$1,000
<u>ZONING FEES</u>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300

Amended Master Fee Schedule 11.1212/13 Fiscal Year |

Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
Preliminary P.U.D. (includes rezoning fee)	\$1000 +additional fee of \$250 for review of revised drawings
Final P.U.D.	\$500+additional fee of \$250 for review of revised drawings
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees – the following fees apply to only new developments or significant redevelopments as specified in a subdivision agreement: (fees are remitted to Papillion Creek Watershed Partnership)	
Single Family Residential Development (up to 4-plex)	\$750 per dwelling unit
High-Density Multi-Family Residential Development	\$3,300 per gross acre*
Commercial/Industrial Development	\$4,000 per gross acre*
	*Computed to the nearest .01 acre.

OCCUPATION TAXES

Publication fees	\$10
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class W Wholesale Beer License Holder	\$500 1000
Class X Wholesale Liquor License Holder	\$1000 1500
Class Y Farm Winery License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$600 800
Class AK Liquor License Holder	\$200 400
Class ABK Liquor License Holder	\$400 600
Class BK Liquor License Holder	\$200 400
Class CK Liquor License Holder	\$600 800
Class DK Liquor License Holder	\$400 600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$700 900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$900 1100
Class IK Liquor License Holder	\$500 700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
(These fees are in addition to the State Fee Requirement)	
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)	
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fee for Restaurant or Bar if applicable)

Amended Master Fee Schedule 11-12/13 Fiscal Year

Car washes machines)	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability, \$500,000 bodily injury insurance certificate
Convenience stores	\$ 75
Convenience store with car wash machines)	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.

Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service Provider Fee of &75.00 for business outside the City that provides machines for local businesses
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers	\$ 1.00/pawnbroker transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)
Recreation businesses - indoor and outdoor \$100

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

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

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65

Amended Master Fee Schedule 44-4212/13 Fiscal Year |

3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		\$ 75
Service stations selling oils, supplies, accessories for service at retail		\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)		5% of gross receipts
Telephone Surcharge - 911		\$1.00 per line per month
Tobacco License		\$ 15 (based on State Statute)
Tow Truck Companies		\$ 75
Late Fee (Up to 60 days)		\$ 35
Late Fee (60-90 days)		\$ 75
Late Fee (over 90 days)		Double Occupation tax or \$100, whichever is greater
<u>OTHER FEES</u>		
Barricades		
Deposit Fee(returnable)		\$ 60/barricade
Block Parties/Special Event		\$ 5/barricade per day
Construction Use		\$30 ea. (7 days maximum)
Blasting Permit		\$1,000
Cat License Fee (per cat – limit 2)		\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Dog License Fee (per dog – limit 2)		\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed neutered
Dog/Cat License Handling Fee (in addition to above fees)		\$ 5
Dog or Cat License Replacement if Lost		\$ 1
Dog or Cat Capture and Confinement Fee		\$ 10 + Boarding Costs
Election Filing Fee		1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)		\$2,500
Handicap Parking Permit Application Fee		\$ Currently Not Charging Per State
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)		Per Agreement
Open Burning Permit		\$ 10
Parking Ticket Fees		
If paid within 7 days of violation date		\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days		\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date		\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:		
Initial		\$ 150
Annual Renewal		\$ 100

Amended Master Fee Schedule 11-12/12/13 Fiscal Year

Pet Store License	\$ 50 (In addition to Occ. License)
Police Officer Application Fee	\$ 20
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr/truck + \$25,000 Performance Bond

PUBLIC RECORDS

Request for Records	\$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$10 12"x36"
	\$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30

Future Land Use Map	\$10 12"x36"
	\$30 36"x120"
Ward Map	\$ 2

Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15
	\$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15
	\$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD
Criminal history	\$ 10

FALSE AND NUISANCE ALARMS

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

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

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

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

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

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

Response Vehicles: One-hour minimum charge. All charges will be made to the closest ¼ hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour

Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10
Air Bags	\$50
High Lift Jack	\$20

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

RESCUE SQUAD FEES

BLS Non Emergency Base	\$430
BLS Emergency Base	\$575
ALS Non Emergency Base	\$685
ALS Emergency Level I	\$715
ALS Emergency Level 2	\$760
Specialty Care (Interfacility)	\$650
Mileage Rural	\$ 14
Rescue Squad Response (without transport)	\$150

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 30
	1 year	\$ 55

Fax \$1.00 up to 5 pages

Fines

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

Damaged & Lost

Books	\$ 5 processing fee + actual cost
Videos /DVDs/CDs	\$ 5 processing fee + actual cost

Color Copies \$.50

Copies \$.10

Inter-Library Loan \$3.00/transaction

Lamination – 18" Machine \$42.00 per foot

Lamination – 40" Machine \$56.00 per foot

Computer Lab Guest \$5.00/session

RECREATION FEES

Refund Policy (posted at the Community Center) \$10.00 administrative fee on all approved refunds

Late Registration Fee \$10.00

Community Center

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business</u>
<u>Groups</u>			
Facility Rental			
Gym (1/2 Gym)	\$ 35/Hour	\$ 70/Hour	\$ 70/Hour
Gym/Stage (Rental)	\$400/Day	\$800/Day	\$800/Day
Gym/Stage (Deposit)	\$200	\$400	\$400
Game Room	\$ 20/Hour	\$ 40/Hour	\$ 40/Hour
Meeting Rooms (Rental)	\$ 10/Hour/Room	\$ 20/Hour/Room	\$ 25/Hour
Meeting Rooms (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Kitchen (Rental)	\$ 15/Hour	\$ 25/Hour	\$ 30/Hour
Kitchen (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Racquetball Court	\$ 6/Hour	\$ 12/Hour	\$ 12/Hour

Amended Master Fee Schedule 11.1212/13 Fiscal Year

Facility Usage

Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors +55)	\$ -0-	\$ 2.00
Fitness Room (19 and up)		
Membership Card	\$25.00/month	
(Exercise Room, Gym, Racquetball/Walleyball Courts)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Gym (19 and up)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Ind. Weight Training		
Classes	\$ 25	

Variety of programs as determined by the
Recreation Director

Fees determined by cost of program

Classes

Contractor	City
75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

	Resident	Non-Resident
Tournament Fees	\$ 30/Team/Tournament	\$ 30/Team/Tournament
	\$ 30/Field/Day	\$ 30/Field/Day
Gate/Admission Fee	10% of Gross	
Model Airplane Flying		
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Field Rentals	\$40/2 hours	Resident and Non-Resident
Park Shelters	\$15/3 hours	\$25/3 hours

Swimming Pool

	Resident	Non-Resident
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$ 100	\$160
Youth Season Pass	\$ 60	\$ 90
Adult Season Pass	\$ 70	\$ 100
30-Day Pass	\$ 50	\$ 80
Season Pass (Day Care)	\$250	\$250
Swim Lessons	\$ 30	\$ 55

Swimming Pool memberships and specials prices shall be established by the Finance

Director

Youth Recreation Programs	Resident	Non-Resident
Coed Softball/Baseball Ages 5-6	\$ 40/50	\$55/65
Coed Softball/Baseball Ages 7-8	\$ 40/50	\$55/65
Softball/Baseball Ages 9-10	\$ 50/60	\$55/65
Softball/Baseball Ages 11-12	\$ 60/70	\$65/75
Softball/Baseball Ages 13-14	\$ 75/85	\$80/90
Softball/Baseball Ages 15-16	\$ 95/105	\$100/110
Baseball Ages 17-18	\$ 100/110	\$105/115
Tackle Football	\$ 95/105	\$105/115
Soccer Ages 8 and above	\$50/60	\$60/70
Fall Baseball clinic	\$15/25	\$20/30
Basketball Clinic	\$ 15/25	\$20/30
Basketball Ages 9-10	\$ 45/55	\$50/60
Basketball Ages 11-12	\$ 45/55	\$50/60
Soccer Academy	\$ 30/40	\$50/60
Flag Football	\$ 30/40	\$50/60
Volleyball	\$ 30/40	\$50/60
Cheerleading	\$ 25/35	\$45/55
3 yr. old Soccer Clinic	\$15/25	\$20/30
Uniform Deposit Fee		
Basketball	\$ 40	\$ 40

Amended Master Fee Schedule 11-12/13 Fiscal Year |

Tackle Football	\$180	\$180
Baseball Ages 9 - 12	\$ 20	\$ 20
Baseball Ages 13-18	\$ 50	\$ 50
Softball Ages 11-14	\$ 20	\$ 20
Cheerleading	\$ 75	\$ 75
Adult Recreation Programs		
Spring Softball – Single	\$200	\$200
Spring Softball – Double	\$400	\$400
Basketball	\$135	\$135
Volleyball	\$100	\$100
Fall Softball – Single	\$110	\$110
Fall Softball – Double	\$220	\$220
Summer Basketball	\$ 70	\$ 70

Golf Green Fees

October 1st – February 28th

9-hole Weekdays (adults)	\$ 8.50
9-hole Weekends – Sa - Su (adults)	\$ 10.00
18-hole Weekdays (adults)	\$14.50
18-hole Weekends - Sa - Su (adults)	\$16.00
9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 8.00
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$13.00
Pull Carts	\$ 2.50
Rental Clubs -	\$ 7.00
Electric Carts – 9-hole	\$6.00
Electric Carts – 18-hole	\$9.00

March 1st – September 30th

9-hole Weekdays (adults)	\$ 10.00
9-hole Weekends – Sa - Su (adults)	\$12.00
18-hole Weekdays (adults)	\$16.00
18-hole Weekends - Sa - Su (adults)	\$18.00
9-hole Weekdays - M-F (jr/sr)	\$ 8.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 8.00 jr/10.00 sr/jr.
18-hole Weekdays - M-F (jr/sr)	\$13.00
18-hole Weekends - Sa-Su (jr/sr)	\$13.00 jr/15.00 sr/jr.
Pull Carts	\$ 2.50
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$ 6.50
Electric Carts – 18-hole	\$ 10.50

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

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

Annual Passes

(One Full Year from date of purchase)

Adult (16over)	\$400.00
Senior (55 over)	\$300.00
Junior (15 under)	\$300.00
Family	\$750.00

Discount Cards

(Adult Rates)

12 rounds	\$100.00
-----------	----------

(Jr./Sr. Rates)

12 rounds	\$ 80.00
-----------	----------

Amended Master Fee Schedule 44-1212/13 Fiscal Year

Special Services Van Fees

Trip within city limits (La Vista & Ralston) (Includes four grocery stores)	\$42.00 one way
Trips to Senior Centers in La Vista & Ralston	\$1.00 one way
Trip outside city limits (Determined by distance) way	\$35.00-\$610.00 one way
Bus pass (each punch is worth \$1.00)	\$20.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling wherein the water consumption for each dwelling is separately supplied, metered and charged for by the Metropolitan Utilities District - \$6-507.02 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings wherein the water consumption in each dwelling is not separately supplied, metered and charged for by the Metropolitan Utilities District - \$ 6-507.02 per month plus an amount equal to \$ 5-856.31 times the total number of units served by the water connection, less one. Late charge of 14% for Multi-Family dwellings.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users - \$ 6-977.52 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$46-9717.52 per month.
 - d. The flow charge for all sewer service users shall be \$ 4-89612.0478 per hundred cubic feet (ccf).
 - e. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

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

Residential	
Single Family Dwelling	\$1,100
Duplex	\$1,100/unit
Multiple Family	\$ 858/unit

Commercial/Industrial

\$5,973/acre of land as
platted

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

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

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

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

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

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

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

Section 6. Repeal of Ordinance No.1127. Ordinance No. 1127 as originally approved on September 7, 2010, and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

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

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

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

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

Amended Master Fee Schedule 11.1212/13 Fiscal Year

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

PASSED AND APPROVED THIS 15TH DAY OF NOVEMBER, 20112012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2012 AGENDA**

Subject:	Type:	Submitted By:
THOMPSON CREEK, PHASE VI, PART 2 — GRANT APPLICATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the submittal of grant applications for work associated with Part 2, Phase VI of the Thompson Creek project.

FISCAL IMPACT

The FY 11/12 Capital Improvement Program provides funding for the preparation of the grant applications.

RECOMMENDATION

Approval.

BACKGROUND

The City is proposing to submit grant applications to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust Fund for the second phase of the Thompson Creek project, which will include stream channel improvements and realignment, including expanding the project into Central Park (as proposed in the Civic Center Park plan). The applications are due in September. These applications are a pre-requisite to applying to the Papio-Missouri River NRD for funds from their Urban Drainageway Program at the 60% level.

The city's consulting firm on this project, RDG, has completed the grant application form for the Nebraska Environmental Trust Fund, including conceptual plans and cost estimates for the channel improvements, methods to improve watershed management and water quality, and techniques for public education and citizen involvement. The same content will be used for the NDEQ proposal (these application forms are not available yet). The same information will also be submitted to the Papio-Missouri River NRD for matching funds.

A resolution has been prepared to authorize submittal of all three applications for funding, based on Council's understanding of the fiscal commitments involved in the applications and a general outline of the scope of work that will be involved if the grants are approved.

Determinations by these agencies as to the success of these applications will not be known until the first half of 2013.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ) AND THE NEBRASKA ENVIRONMENTAL TRUST FUND AND THE APPLICATION REQUESTING MATCHING FUNDS FROM THE PAPIO-MISSOURI RIVER NRD FOR PHASE VI, PART 2 OF THE THOMPSON CREEK PROJECT IN LA VISTA NEBRASKA.

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

WHEREAS, the FY 11/12 Capital Improvement Program budget contains funding for preparation of grant applications; and

WHEREAS, submittal of a grant application to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust Fund is necessary; and

WHEREAS, submittal of an application requesting funds from the Papio-Missouri River NRD is necessary; and

WHEREAS, the City's consulting firm on this project, RDG, has completed the grant application for the Nebraska Environmental Trust Fund of which this information will be used for the NDEQ grant application and for the Papio-Missouri River NRD request for matching funds; and

WHEREAS, the City will authorize submittal of three applications for funding, based on the City Council's understanding of the fiscal commitments involved in the applications and a general outline of the scope of work that will be involved if the grants are approved;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the City Administrator to sign the grant applications to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust Fund and the application requesting matching funds from the Papio-Missouri River NRD for Phase VI, Part 2 of the Thompson Creek Project in La Vista, Nebraska.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



NEBRASKA ENVIRONMENTAL TRUST FUND APPLICATION COVER SHEET

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

3. County(s) where project is located: Sarpy

4. Nearest town: La Vista

5. Total Amount Requested: \$1,112,000

6. Years of funding requested (select one): 3

Contact Person:

7. Name: John Kottmann

8. Title: City Engineer/Assistant Public Works Director

9. Organization: City of La Vista

10. Address, City, State & Zip: 9900 Portal Rd LaVista, NE 68128

11. Daytime Phone: (402) 331-8927

12. Alternate phone: (402) 669-9003

13. Fax: (402)331-1051

14. E-mail: jkottmann@cityoflavista.org

15. Sponsor web site: <http://www.cityoflavista.org>

16. Is this a continuation request for a project previously funded by the Trust:

YES NO: NO

Is this a resubmission of a project application previously not funded by the Trust:

YES NO: NO

17. Please indicate which category best describes the applicant:

Selections are: Individual City or County Natural Resources District Federal Agency Private for Profit
Private Nonprofit Consortium School, Irrigation, Power or Development District State Agency Other (specify):

18. Will this project receive federal funds or require a federal review or permit? YES NO: YES

If yes, identify the agency(s) and its role:

The City of La Vista has submitted a grant application to the Nebraska Department of Environmental Quality (NDEQ) for a federally-funded (state-administered) 319(h) grant for non-point source pollution elimination. The City requested \$780,000 in 319 grant monies for the Thompson Creek Watershed Restoration project. Notification of award for the NDEQ 319(h) grants is expected in January 2013.

The City of La Vista has met with the USACE Omaha District Regulatory Office to discuss the Thompson Creek Watershed Restoration project. Due to the high level of biological and wetland functions and values achievable under the project, a Nationwide Permit 27 will be sought for the stream restoration portion of the project.

19. Will this project receive other State of Nebraska funds or require a state review or permit? YES NO: YES

If yes, identify the agency(s) and its role:

The Papio-Missouri River Natural Resources District (P-MRNRD), a regional government agency, will be contributing funds for this project.

The 319(h) grant requested through the NDEQ is federally funded but administered by the State of Nebraska.



NEBRASKA ENVIRONMENTAL TRUST FUND

APPLICATION COVER SHEET

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Urban streams greatly improve the quality of life for communities, but they usually are too damaged to be an asset. Urban streams experience eroding banks, damaged infrastructure, poor water quality, and poor habitat for fish and aquatic life. The City of La Vista intends to restore Thompson Creek, an urban stream at the center of its community. Future park and other development plans will make Thompson Creek a recreation and leisure destination and backdrop to many community events and facilities. The Thompson Creek Watershed Restoration implements this vision with a holistic watershed restoration approach phased over three years (with two additional years of water quality and habitat monitoring). Implementing the 1,250-acre Watershed Restoration requires \$2,689,750, with funding by the City, NDEQ 319 Grant, Papio-Missouri River Natural Resource District, and the Environmental Trust Fund. NET's contribution represents 41% of the total amount over three years.

Planned activities are:

1. Pre- and post-construction monitoring of water quality, stream stage, and stream habitat and biota. Data will largely be collected for educational purposes by teachers and students, guided by contracted professionals. Stream macroinvertebrates, other biota, and water quality parameters will be tested. A stream gauge will be installed and maintained by the City.
2. Education and outreach through web and print-based communications, open houses and tours, and volunteer activities, including engaging students and teachers in the Papillion-La Vista School District.
3. Cost-sharing and demonstration projects, targeting homes and apartments for runoff reduction and larger projects in commercial areas and public open space.
4. Reconstruction largely using bioengineering of 4,757 linear feet of eroding Thompson Creek, with engineered storm sewer outlet structures and created wetlands for pre-treatment.

The Watershed Restoration is expected to significantly improve water and habitat quality in Thompson Creek:

1. In-stream habitat conditions will significantly improve, based on the USEPA's Rapid Bioassessment Protocol.
2. The first polluted stormwater flush will be treated for a significant portion of the watershed (with 100% in 10 years).
3. Peak flows for the 2-year, 24-hour event are expected to decrease by 25%.
4. Eroding banks will be reduced by 80%.

21. On behalf of the sponsor(s) named above, I hereby certify that the information contained in this application, including all attachments, is true, accurate and complete.

Authorized Signature of Sponsor Organization

Title

Date

Typed or Printed Name of Authorized Signatory

Typed or Printed Title



NEBRASKA ENVIRONMENTAL TRUST FUND

NARRATIVE SECTION

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

PROJECT OVERVIEW

The 1,250-acre Thompson Creek Watershed Restoration is in the City of La Vista, Sarpy County, Nebraska. It is a significant natural resource in the City, with signature parks and proximity to City Hall. It is an urban watershed, largely residential, but with several large commercial areas. It flows east for 2 miles to a channelized section of Big Papillion Creek (HUC 12 Big Elk Creek-Big Papillion Creek 102300060205). Thompson Creek experiences typical urban issues/ stressors:

- Frequent and significant water level changes resulting from even small storms due to engineered collection and conveyance of stormwater runoff from impervious surfaces;
- Deeply-incised channel (7 to 15 ft in areas) experiencing severe bed and bank erosion from volatile flow rates, lack of floodplain storage below a detention basin, and lack of dense-rooting herbaceous vegetation on steep (2:1 horizontal:vertical) stream banks;
- Flooding above the detention basin (east of 84th Street) with >5 year storms, which reduces usability of the area;
- High phosphorus loading, eutrophication and algae blooms due to direct input of untreated stormwater runoff from residential and commercial areas, parking lots and streets;
- Poor in-stream aquatic life due to lack of riffle-run features and high frequency of bed and bank scouring events; and
- Infrastructure and public and private property damage due to the unstable flow regime of the stream.

The Thompson Creek Watershed Restoration extends from the western headwaters to 66th Street near Papillion Creek (Figure 1). The project addresses the issues and stressors through a holistic, sustainable design, building on past efforts and investments. Previous work includes Papio-Missouri River Natural Resources District (NRD) studies, a 2006 channel study of the creek, and a FEMA grant to acquire 24 flood-prone residences to provide room for stream improvements.

The Thompson Creek Watershed Restoration has the following goals:

- **Improve water quality** in Thompson Creek and downstream receiving waters by:
 - Improving stormwater management throughout the watershed. Expected to reduce volume, improve rate control, and reduce pollutant loading of nutrients and sediment.
 - Reducing erosion of the creek channel. Expected to reduce input and transport of nutrient-laden sediment.
- **Improve in-stream and riparian habitat** by:
 - Improving water quality;
 - Re-meandering the channel;
 - Stabilizing stream banks;
 - Constructing pools and riffles;
 - Reconstructing a floodplain bench.
- **Reduce flooding and damage to infrastructure and public and private property** by:
 - Improving stormwater management throughout the watershed;
 - Reconstructing the creek and floodplain.
- **Create public support for the project and its goals** by:
 - Increasing awareness of individual property contributions to non-point source pollution;
 - Increasing understanding of linkages between non-point source pollution, water quality, and stream health;
 - Implementing cooperative projects to demonstrate cost-effective means of improving stream health.

Implementation this stream restoration project will create a highly-visible community asset that will improve quality of life for La Vista residents and serve as a replicable model for other urban streams in the region.

PROJECT DESIGN CONSIDERATIONS

Watershed Characteristics

The 1,250-acre Thompson Creek Watershed is in the Big Papillion Creek Watershed. In 2009 the Papillion Creek Watershed Partnership completed a plan to address watershed pollution and volume control issues. The plan combines Low Impact Development practices for new construction with structural volume control measures. The Thompson Creek Watershed Restoration project complements the watershed plan by improving an already-developed urban stream and watershed.



NEBRASKA ENVIRONMENTAL TRUST FUND

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Land use in the Thompson Creek Watershed is mixed, with different pollutant loadings and runoff patterns at different locations. The different locations require different education/outreach strategies and different stormwater Best Management Practices (BMPs). The watershed's land uses can be generalized into 3 classes: residential neighborhoods, commercial/institutional areas, and open space (Figure 1). These land use classes provide a useful framework to address stormwater impacts, education strategies, and appropriate stormwater BMPs. The watershed above 72nd street contains four subwatersheds defined by Thomson, Dreessen and Dorner, Inc. (Figure 1). Subwatershed 1 is primarily residential, with commercial/institutional and open space. At the downstream end of Subwatershed 1 is a dry dam that serves as a grade control structure for the creek and stormwater detention basin. Subwatershed 2 is also primarily residential, with commercial/institutional and open space land uses. Subwatersheds 3 and 4 are primarily residential; 4 continues east toward 66th Street. Subwatersheds 2, 3 and 4 have limited flood storage. As with all urban streams, runoff area disproportionately affects stream flow. On Thompson Creek, for example, an additional 50% in watershed area below Central Park/Edgewood Boulevard increases flow at 72nd Street by nearly 100% (1347 cfs to 2541 cfs).

Pollutants, Pollutant Sources & Pollutant Loads

Pollutants in the Thompson Creek Watershed are typical of urban watersheds, including nutrients (phosphorus, nitrogen species, etc.), suspended solids/ sediments, hydrocarbons, metals, and *E.coli* bacteria. The sources of pollutants are also typical of urban watersheds: a) diffuse and acute soil erosion, b) street and parking lot runoff, c) residential and commercial lawns, d) golf courses and manicured parkland, d) erosion of the stream channel itself, and e) pet and wildlife waste. Excess stormwater volume and greater runoff rates also significantly affect the watershed, contributing to poor water quality, erosion, and flooding. Inadequate stormwater management strategies and BMPs worsen volume and runoff rate problems. The volume and rate problem contributes directly to stream habitat degradation by a) burying and eroding spawning and feeding habitat for fish and macroinvertebrates, b) causing bank erosion and eliminating vegetated shoreline habitat, and c) creating hydrological conditions (frequent flood/drying cycles) that prevents colonization by aquatic animals and plants. Photos of Thompson Creek at the end of this proposal highlight these typical problems of urban streams.

Current pollutant loads have not been documented for the Thompson Creek Watershed. However, using land cover data and the model WinSLAMM, the watershed's land surface is estimated to contribute approximately one-half ton of total suspended solids (TSS) per acre per year, totaling 650 tons of TSS loading to Thompson Creek per year. While the detention basin below 84th Street is believed to capture some sediment, it does not capture fine or dissolved sediment and nutrients, and additional loading occurs downstream due to eroding banks. *E. coli* is not believed to represent significant loading, but the downstream receiving water, Big Papillion Creek, is listed as impaired for *E. coli* where Thompson Creek discharges.

Project Objectives

Based on the pollutants and estimated loadings in the Thompson Creek Watershed and the principles of Low Impact Development, the following measurable objectives are proposed for this project:

- Increase study reach's habitat condition per USEPA's Rapid Bioassessment Protocol (RBP);
- Capture and treat the first ½" of net runoff for all storms (this addresses approximately 90% of pollutant loadings and reduces runoff volume and rate for frequent storms; fully achieved in 10 years);
- Achieve a 25% reduction in peak flows from a 2-year, 24-hr storm (3") relative to existing baseline (this provides rate control for more significant storms, reducing pollutant transport, erosion, flooding, and habitat degradation);
- Achieve an 80% reduction in erodible bank;

Engage residents and students in order to build understanding of watershed management, stream restoration and water quality improvement.

SCOPE OF WORK

In order to achieve the above-listed goals and objectives, several coordinated projects will be implemented, following a prioritized/phased approach.

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Phase 1

Task 1.1 Education/Outreach – An education/outreach program (Table 1) will be implemented throughout the Thompson Creek Watershed (Figure 1) to increase awareness among La Vista's residents, students and businesses regarding the importance of stormwater management and actions they can take to improve water quality and watershed and stream health. This project also offers an excellent opportunity to both educate about and promote the environmental mission of project partners. The City will engage the Papillion-La Vista School District in identifying educational opportunities in the Thompson Creek corridor. Programs will include as many age classes as possible and benefit students from both communities.

Table 1. Phase 1, 2 & 3 Education/Outreach Strategies for Thompson Creek Watershed Restoration

TOPICS	Urban Streams & Thompson Creek Issues	Watershed/Stream Health & Stewardship	Downspout Redirection	Rain Barrels	Rain Gardens	Fertilizer & Pesticide Use
PHASE 1 ACTIVITIES						
Task 1.1 Brochure & Fact Sheets	X	X	X	X		X
Task 1.1 Newsletter Articles	X	X	X	X		X
Task 1.1 City Website & Partner Links	X	X	X	X		X
Task 1.1 Open Houses & Tours	X	X				X
PHASE 2 ACTIVITIES						
Task 2.1 Brochure & Fact Sheets	X	X	X	X	X	X
Task 2.1 Newsletter Articles	X	X	X	X	X	X
Task 2.1 City Website & Partner Links	X	X	X	X	X	X
Task 2.1 Open Houses & Tours	X	X				
Task 2.1 Interpretive Signage on Stream	X	X				X
Task 2.1 Bioblitz - Annual Species Search	X	X				
Task 2.1 Student/Teacher Stream Monitoring	X	X	X	X	X	X
PHASE 3 ACTIVITIES						
Task 3.1 Newsletter Articles	X	X	X	X	X	X
Task 3.1 City Website & Partner Links		X	X	X	X	X
Task 3.1 Bioblitz - Annual Species Search	X	X				
Task 3.1 Student/Teacher Stream Monitoring	X	X	X	X	X	X

Task 1.2 Cost-Share/Demonstration Projects – With support from the education/outreach activities above, the City will implement a voluntary cost-share program to incentivize demonstration projects that illustrate stormwater BMPs. Phase 1 focus is water quality improvement and runoff volume and rate reduction in Subwatersheds 2 and 3 (Figure 1). Initial BMPs are expected to focus on residential portions of the subwatersheds and include:

- Downspout redirection (single-family residential and apartments) – Prevent direct runoff discharge to storm sewer system; modify/add gutters and downspouts with minor grading to direct runoff to lawn, rain barrel, or rain garden.
- Rain barrels (single-family residential) – Simple, affordable means to capture and later discharge first flush of runoff from rooftops.

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

- Boulevard tree planters (public rights-of-way) – Where space allows, capture street runoff and clean polluted first flush, then release to storm sewer.

Task 1.3 Reconstruct Thompson Creek – Thompson Creek will be redesigned and reconstructed for approximately 4,575 lineal feet, from the detention basin east of 84th Street to 72nd Street (Figure 2). This reconstruction will entail re-meandering the channel, raising the streambed (where feasible), stabilizing banks (e.g., bioengineering techniques), installing grade controls, constructing pools and riffles (e.g., using cross vanes, J-hooks), reconstructing a floodplain bench, and restoring native vegetation on banks. Bank stabilization and the riffle-pool technique are depicted in Figures 2 and 3. Re-meandering and floodplain reconstruction will be designed to provide a cost-effective channel that is dynamically stable over the long-term and does not threaten public or private property or infrastructure. The upstream portion of this project offers more space and has less channel incision than segments farther downstream, allowing channel bed to be raised in conjunction with grade controls, and for wider meanders and floodplain wetlands. Current modeling and analysis suggest that less constrained sections may have the following average design parameters: 50 ft wide top of channel, meander length 567 ft, and radius of curvature 119.5 ft. The conceptual low-flow channel is expected to have the following average design parameters: 3 ft wide bottom, 10 ft wide top, average depth of 1.75 ft, 2:1 side slopes, meander length 112 ft, radius of curvature 20 ft, and meander amplitude 20 ft. The floodplain bench will be established at or near the 2-year storm stage to provide a release for channel energy during these higher flows. Groundcover vegetation installed along the riparian corridor will be hardy native perennials that establish dense, fibrous root systems, provide wildlife habitat, are attractive, and do not negatively affect public safety. Canopy cover will be largely eliminated on the side of the stream where 24 homes have been removed, and elsewhere, in order to promote vigorous development of the perennial groundcover. Large specimen trees, and selected other trees will be retained where that does not hinder stream restoration. Tree and shrub planting will be part of the installation in order to increase the project's attractiveness to adjacent landowners. A power distribution line will be moved away from the creek to provide room for bank stabilization work. The creek reconstruction design will be driven by cost-effective enhancements that use proven techniques and provide multiple benefits. This includes bioengineering to stabilize streambanks, using natural materials and vegetation. The project will reduce the stream's longitudinal slope, with a target of 0.5%, promote optimal stream and floodplain geometry, diffuse energy, and balance sediment transport. In turn this will reduce erosion, improve water quality, improve aquatic and riparian habitat, and protect public and private property/infrastructure.

Task 1.4 Outlet Treatments – Six to eight stormwater outlets along Thompson Creek in the reconstructed reach will be retrofitted and complemented with supporting BMPs. An appropriate design in areas with sufficient space (Figure 4) would entail installation of a "SAFL Baffle" (St. Anthony Falls Laboratory, <http://stormwater.safl.umn.edu/updates-december-2011>) at an existing storm sewer's final manhole before the creek. This cost-effective hydrodynamic separator promotes the settling of nutrient-laden sediments and allows easy access for cleaning/maintenance. The outlet would then discharge into a relatively small treatment wetland, integrated with the creek's new meanders. The treatment wetland would be designed to hold a volume of water sufficient to create hydraulic head and push water through an engineered filter to remove phosphorous (<http://stormwater.safl.umn.edu/updates-october-2010>), then into the creek. Local groundwater would be recharged, providing baseflow to the creek during dry periods.

Phase 2

Task 2.1 Continued Education/Outreach

Outreach activities in Phase 2 would continue those started in Phase 1 (Table 1) but add rain garden education, interpretive signage along the creek, and participation by students, teachers, and volunteers in monitoring the stream corridor and learning and teaching about watersheds, streams and water quality. One proposed event is a Bioblitz, a one-day intensive documentation of all life forms in the creek's stream, riparian zone and adjacent parks.

Task 2.2 Additional Cost-Share/Demonstration Projects – The program in Task 1.2 will continue, with the addition of rain gardens in residential areas and the construction of demonstration projects with commercial partners and on public land.



NEBRASKA ENVIRONMENTAL TRUST FUND

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Residential BMPs will be encouraged throughout the watershed. BMPs appropriate for commercial/institutional areas and open space are identified below.

- Rain gardens (single-family residential and apartments) – Effective landscaping technique to manage runoff, often from roof downspouts, but also from driveways and other hard surfaces where feasible.
- Commercial/Institutional Areas (large rooftop areas and extensive parking)
 - Stormwater treatment train – A series of engineered and naturalized surface elements that provide water quality treatment, flood storage, and peak flow reduction.
 - Below-ground opportunities – Infiltration systems or galleries under parking lots, or cisterns integrated with an irrigation system.
- Open Space at Civic Center Park (currently La Vista Falls Golf Course)
 - Outlet treatments;
 - Stormwater treatment train;
 - Stream and riparian corridor habitat improvement.

In addition to continuing cost-share for homes and apartments watershed-wide, Task 2.1 will fund two significant cost-share/demonstration projects in a commercial/institutional setting. One will be on public land and one on private land.

Phase 3

Task 3.1 Continued Education/Outreach

Outreach activities in Phase 3 would continue those started in Phase 1 and 2 (Table 1).

Task 3.2 Additional Cost-Share/Demonstration Projects – The project will fund one additional commercial cost-share/demonstration project (describe above), and one project on public open space, possibly at the public pool or a school. The cost-share in residential areas will continue.

Management Practices

Adaptive management will be practiced, ensuring that changing circumstances and unanticipated responses/events will be considered and management adapted dynamically to ensure project goals achieved most cost-effectively and as quickly as reasonably possible.

Evaluation Criteria

The Project Objectives listed above constitute the criteria by which the success of this project will be measured.

- Treatment of first half-inch net runoff for all storms. Phased over 3 years, the percent of watershed receiving treatment will be determined at the design development/construction document stage of the project. Anticipate a meaningful amount of the watershed to receive treatment by year 3, and the remaining watershed by year 10. Calculated as a percent of watershed area based on installed BMPs in storm sewer catchment areas.
- 25% reduction in peak flows from a 2-year, 24-hr storm (3") relative to existing baseline. Modeled based on new stream gauge on Thompson Creek and existing HEC-RAS model for detention pond below 84th Street.
- Achieve an 80% reduction in erodible banks. Bank condition will be mapped in a walking survey of the open channel.
- Improve habitat condition (USEPA RBP). In-stream sampling of benthic macroinvertebrates, primarily kick-samples, following USEPA protocol. Sampling will be done by students, teachers and volunteers in a teaching-learning environment. Complete in Years 1, 2, and 3. Bioblitz in Years 2 and 3 may be used to augment RBP by identifying aerial dragonflies, damselflies, etc.

Feature Bonus/Geopoint Bonus

This project is in Sarpy County, a congressional district with limited past and recent expenditures of NET dollars, and will be awarded 20 bonus points.



NEBRASKA ENVIRONMENTAL TRUST FUND

APPLICATION BUDGET SUMMARY

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

BUDGET YEAR: SUMMARY

Column A	Column B	Column C	Column D	Column E	Column F
1. Source of Funds ►	Nebraska Environmental Trust (NET)	Federal 319 (h) Grant	Papio-Missouri Natural Resources District (NRD)	City of La Vista	TOTALS ▼
2. Budget Category ▼					
3. Task 1.1 Education/Outreach	\$35,000	\$10,000		\$5,000	\$50,000
4. Task 1.2 - Cost-share/Demonstration Projects	\$17,000	\$15,000		\$3,000	\$35,000
5. Task 1.3 & 1.4 Reconstruct Thompson Creek – Pre-Construction Monitoring		\$50,000			\$50,000
6. Task 1.3 & 1.4 Reconstruct Thompson Creek – Design, Construction Engineering & Management	\$130,000	\$55,000	\$58,050	\$30,950	\$274,000
7. Task 1.3 & 1.4 Reconstruct Thompson Creek – Construction Costs	\$595,000	\$420,000	\$417,000	\$283,750	\$1,715,750
8. Task 1.3 & 1.4 – Reconstruct Thompson Creek – Post-Construction Monitoring (3 years)	\$20,000	\$20,000			\$40,000
9. Task 2.1 Continued Education/Outreach	\$10,000	\$5,000			\$15,000
10. Task 2.2 Additional Cost-share/Demonstration Projects	\$100,000	\$50,000			\$150,000
11. Task 3.1 Continued Education/Outreach	\$15,000	\$15,000			\$30,000
12. Task 3.2 Additional Cost-share/Demonstration Projects	\$190,000	\$140,000			\$330,000
13. TOTALS ►	\$1,112,000	\$780,000	\$475,050	\$322,700	\$2,689,750



NEBRASKA ENVIRONMENTAL TRUST FUND

APPLICATION BUDGET YEAR ONE

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

BUDGET YEAR: PHASE 1

Column A	Column B	Column C	Column D	Column E	Column F
1. Source of Funds ►	Nebraska Environmental Trust (NET)	Federal 319 (h) Grant	Papio-Missouri Natural Resources District (NRD)	City of La Vista	TOTALS ▼
2. Budget Category ▼					
3. Task 1.1 Education/Outreach	\$35,000	\$10,000		\$5,000	\$50,000
4. Task 1.2 - Cost-share/Demonstration Projects	\$17,000	\$15,000		\$3,000	\$35,000
5. Task 1.3 & 1.4 Reconstruct Thompson Creek – Pre-Construction Monitoring		\$50,000			\$50,000
6. Task 1.3 & 1.4 Reconstruct Thompson Creek – Design, Construction Engineering & Management	\$100,000	\$25,000	\$33,300	\$20,700	\$179,000
7. Task 1.3 & 1.4 Reconstruct Thompson Creek – Construction Costs	\$175,000	\$200,000			\$375,000
8. Task 1.3 & 1.4 – Reconstruct Thompson Creek – Post-Construction Monitoring (3 years)					
9. Task 2.1 Continued Education/Outreach					
10. Task 2.2 Additional Cost-share/Demonstration Projects					
11. Task 3.1 Continued Education/Outreach					
12. Task 3.2 Additional Cost-share/Demonstration Projects					
13. TOTALS ►	\$327,000	\$300,000	\$33,300	\$28,700	\$689,000



NEBRASKA ENVIRONMENTAL TRUST FUND

APPLICATION BUDGET YEAR TWO

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

BUDGET YEAR: PHASE TWO

Column A	Column B	Column C	Column D	Column E	Column F
1. Source of Funds ►	Nebraska Environmental Trust (NET)	Federal 319 (h) Grant	Papio-Missouri Natural Resources District (NRD)	City of La Vista	TOTALS ▼
2. Budget Category ▼					
3. Task 1.1 Education/Outreach					
4. Task 1.2 - Cost-share/Demonstration Projects					
5. Task 1.3 & 1.4 Reconstruct Thompson Creek – Pre-Construction Monitoring					
6. Task 1.3 & 1.4 Reconstruct Thompson Creek – Design Construction Engineering & Management	\$25,000	\$25,000	\$18,750	\$6,250	\$75,000
7. Task 1.3 & 1.4 Reconstruct Thompson Creek – Construction Costs	\$400,000	\$200,000	\$417,000	\$283,750	\$1,300,750
8. Task 1.3 & 1.4 – Reconstruct Thompson Creek – Post-Construction Monitoring (3 years)					
9. Task 2.1 Continued Education/Outreach	\$10,000	\$5,000			\$15,000
10. Task 2.2 Additional Cost-share/Demonstration Projects	\$100,000	\$50,000			\$150,000
11. Task 3.1 Continued Education/Outreach					
12. Task 3.2 Additional Cost-share/Demonstration Projects					
13. TOTALS ►	\$535,000	\$280,000	\$435,750	\$290,000	\$1,540,750



NEBRASKA ENVIRONMENTAL TRUST FUND

APPLICATION BUDGET YEAR THREE

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

BUDGET YEAR: PHASE THREE

Column A	Column B	Column C	Column D	Column E	Column F
1. Source of Funds ►	Nebraska Environmental Trust (NET)	Federal 319 (h) Grant	Papio-Missouri Natural Resources District (NRD)	City of La Vista	TOTALS ▼
2. Budget Category ▼					
3. Task 1.1 Education/Outreach					
4. Task 1.2 - Cost-share/Demonstration Projects					
5. Task 1.3 & 1.4 Reconstruct Thompson Creek – Pre-Construction Monitoring					
6. Task 1.3 & 1.4 Reconstruct Thompson Creek – Design, Construction Engineering & Management	\$5,000	\$5,000	\$6,000	\$4,000	\$20,000
7. Task 1.3 & 1.4 Reconstruct Thompson Creek – Construction Costs	\$20,000	\$20,000			\$40,000
8. Task 1.3 & 1.4 – Reconstruct Thompson Creek – Post-Construction Monitoring (3 years)	\$20,000	\$20,000			\$40,000
9. Task 2.1 Continued Education/Outreach					
10. Task 2.2 Additional Cost-share/Demonstration Projects					
11. Task 3.1 Continued Education/Outreach	\$15,000	\$15,000			\$30,000
12. Task 3.2 Additional Cost-share/Demonstration Projects	\$190,000	\$140,000			\$330,000
13. TOTALS ►	\$250,000	\$200,000	\$6,000	\$4,000	\$460,000



NEBRASKA ENVIRONMENTAL TRUST FUND

APPLICATION BUDGET JUSTIFICATION

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

1. Have other sources of funding not listed in the Budget Worksheet been approached for project support? If yes, name them and explain the outcome of your request.

No

2. Are all of the matching funds in the Budget Worksheet confirmed? If not, please identify those entities and list the date when confirmation is expected. Explain how you will implement the project if these sources do not confirm participation.

No. The 319 Grant approvals are expected in January 2013. The Papio-Missouri River Natural Resource District funding decision for one year is expected in April 2013. A second year of funding from the PMRNRD will be requested for consideration by its board. If funding sources do not confirm participation, the project will be scaled back or postponed until alternate funding sources can be identified.

3. If any of the project costs identified in Column B of the Budget Worksheet have been expended or if debt has been incurred for these costs or a sponsor or partner is obligated for these costs in any other way: List these costs here. Explain clearly why Trust grant funds are requested for these costs.

No prior expenditures or debt are included in this proposal budget.

4. For each line item in column A of the Budget Worksheet, justify the basis for the dollar amount indicated for that item.

CATEGORY/COMPONENT (from Column A of the Budget Worksheet)	BASIS USED TO DETERMINE COST	Attachment? Y or N	ATTACHMENT LABEL
3. Task 1.1 Education/Outreach	Consultant experience designing similar projects	N	
4. Task 1.2 - Cost-share/Demonstration Projects	Consultant experience designing similar projects	N	
5. Task 1.3 & 1.4 Reconstruct Thompson Creek – Pre-Construction Monitoring	Engineering consultant experience designing similar projects	N	
6. Task 1.3 & 1.4 Reconstruct Thompson Creek – Design, Construction Engineering & Management	Engineering consultant experience designing similar projects	N	
7. Task 1.3 & 1.4 Reconstruct Thompson Creek – Construction Costs	Engineering consultant experience designing similar projects	N	
8. Task 1.3 & 1.4 – Reconstruct Thompson Creek – Post-Construction Monitoring (3 years)	Engineering consultant experience designing similar projects	N	
9. Task 2.1 Continued Education/Outreach	Consultant experience designing similar projects	N	
10. Task 2.2 Additional Cost-share/Demonstration Projects	Consultant experience designing similar projects	N	
11. Task 3.1 Continued Education/Outreach	Consultant experience designing similar projects	N	
12. Task 3.2 Additional Cost-share/Demonstration Projects	Consultant experience designing similar projects	N	



NEBRASKA ENVIRONMENTAL TRUST FUND

PROJECT SPONSOR FINANCIAL INFORMATION

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

DRAFT



NEBRASKA ENVIRONMENTAL TRUST FUND TIMELINE

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

ANTICIPATED PROJECT SCHEDULE

Month/Year	Task Description:
September 2012	319 Grant Application & Nebraska Environmental Trust Fund Grant Application submitted
October 2012	319 Grant award decision
Jan 2013	319 Grant funds released
Apr 2013	Nebraska Environmental Trust Fund grant award decision & grant funds released
Apr 2013	Papio-Missouri Natural Resources District funding allocation decisions
Phase 1	
Apr –Jun 2013	Task 1.1 Development of education/outreach program
Jul – Dec 2013	Task 1.1 Implementation of education/outreach program
Apr – Nov 2013	Task 1.2 Development and implementation of cost-share/demonstration projects
Apr – Oct 2013	Task 1.3 & 1.4 Preconstruction monitoring of Thompson Creek
Apr – Dec 2013	Task 1.3 & 1.4 Final design and construction documents for stream reconstruction and outlet treatments
Jan – Feb 2014	Task 1.3 & 1.4 Thompson Creek reconstruction construction bidding
Apr – Oct 2014	Task 1.3 & 1.4 Reconstruction of Thompson Creek & outlet treatments
Phase 2	
Jan – Dec 2014	Task 2.1 Continued implementation of education/outreach program
Jan – Dec 2014	Task 2.2 Additional Cost-share/Demonstration Projects
Phase 3	
Apr 2015 – Oct 2018	Task 1.3 & 1.4 Post-construction monitoring (Trust grant ends June 30, 2016. Monitoring in 2017 and 2018 will be funded from 319 grant.)
Apr 2015 – Jun 2016	Task 3.1 Continued implementation of education/outreach program
Apr 2015 – Jun 2016	Task 3.2 Additional Cost-share/Demonstration Projects



NEBRASKA ENVIRONMENTAL TRUST FUND PARTNERS

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

PROJECT PARTNER COMMITMENTS

Partner	Contribution
Papio-Missouri Natural Resources District	Requesting \$475,050 over two years. No commitment currently, except that the board will consider the project. Actual budget amount not known until board approval in April 2013.
Nebraska Department of Environmental Quality	Requesting \$780,000 over three years. Proposal will be submitted September 2012. If funded, funds available January 2013.
City of La Vista	Contributing \$300,000 in cash and \$22,700 in-kind services over 2 years.



NEBRASKA ENVIRONMENTAL TRUST FUND

REAL ESTATE / SITE PLAN

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

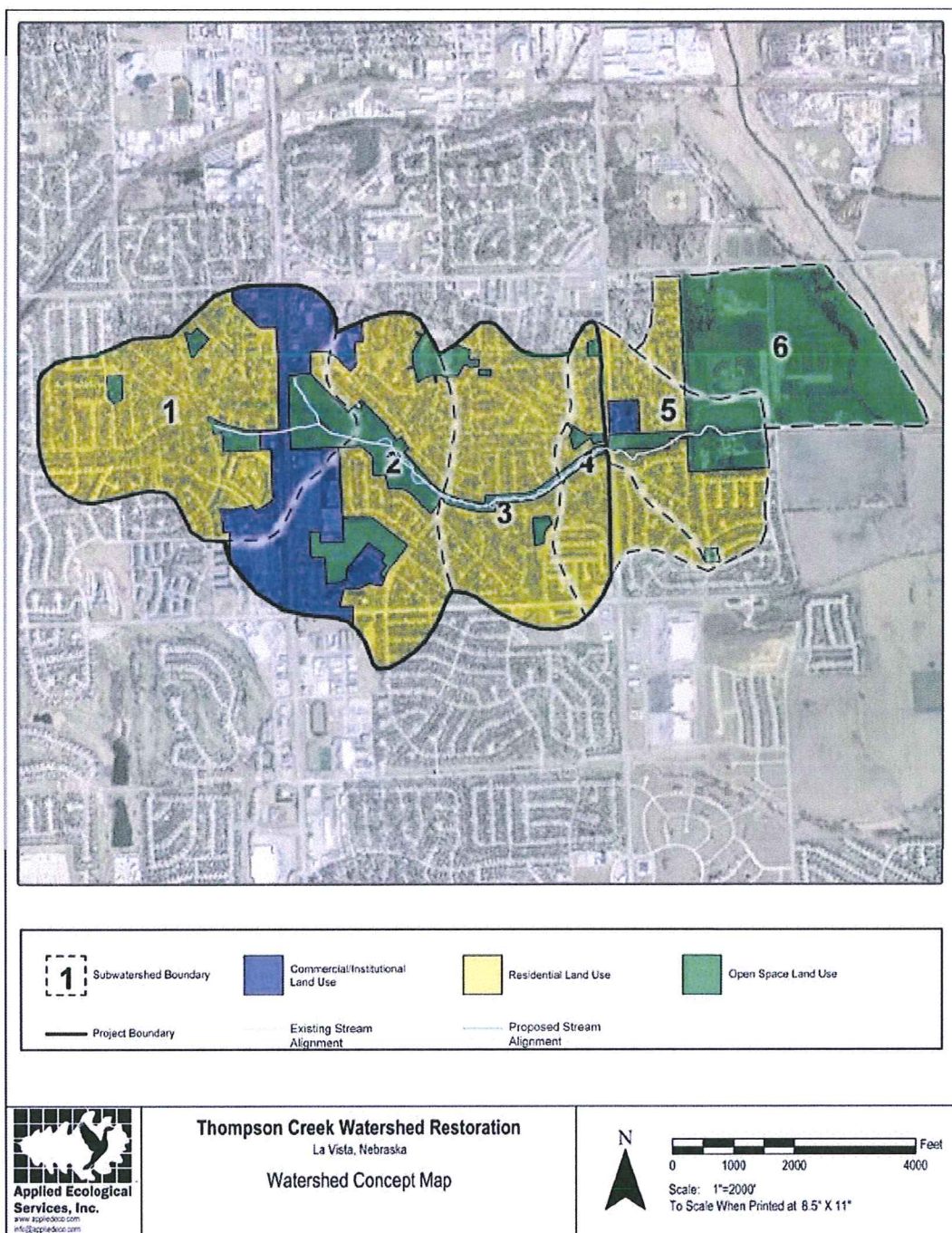
This section will not apply to every project. Please see instructions for section F. Attachments should be sent with the hardcopy submission.

Legal Description	County	#Acres

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Figure 1. Thompson Creek Watershed Restoration



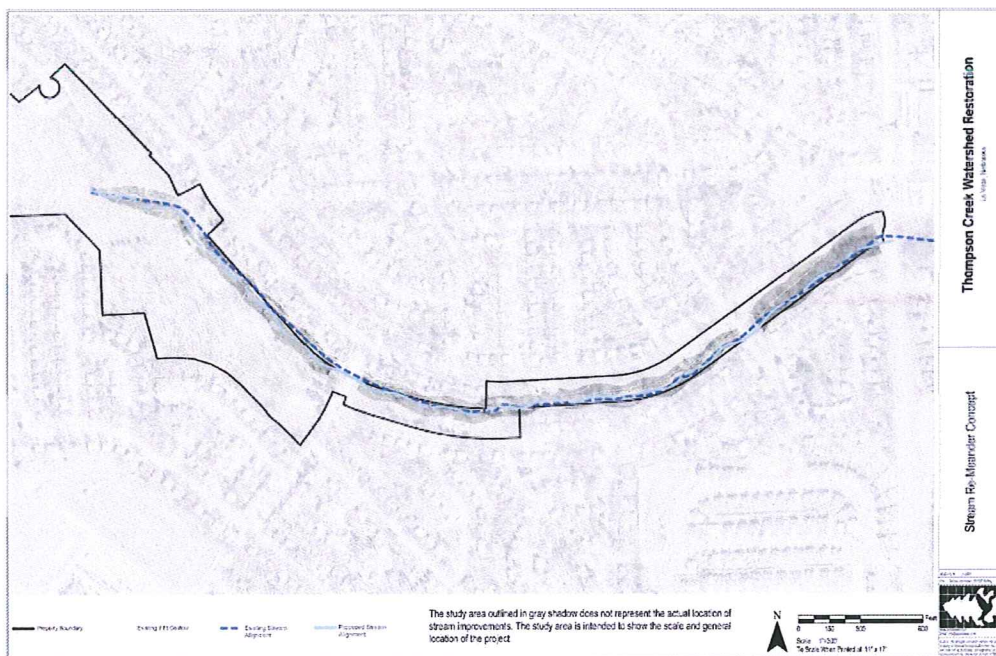


NEBRASKA ENVIRONMENTAL TRUST FUND

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Figure 2. Thompson Creek potential project footprint, showing scale and potential extent. The final design will reflect the wishes of adjacent property owners and the City's park master planning process.



Electronic Grant Application
Revised July 2011

H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Figure 3. Conceptual Riffle-Pool Sequence (with hypothetical trail)

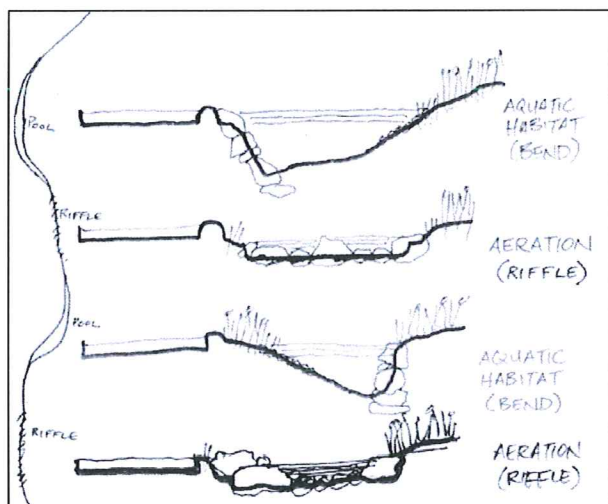
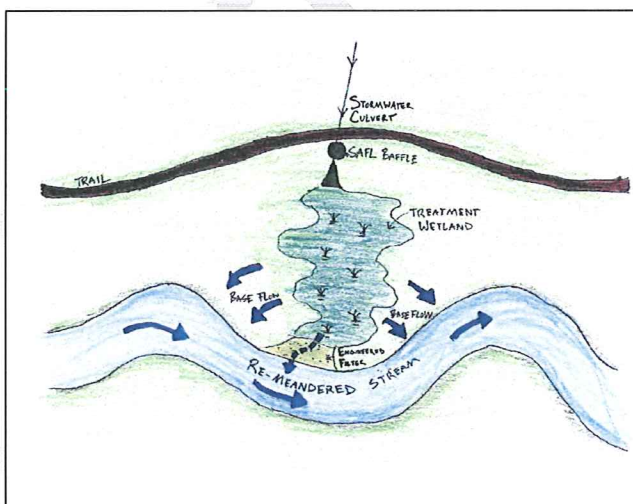


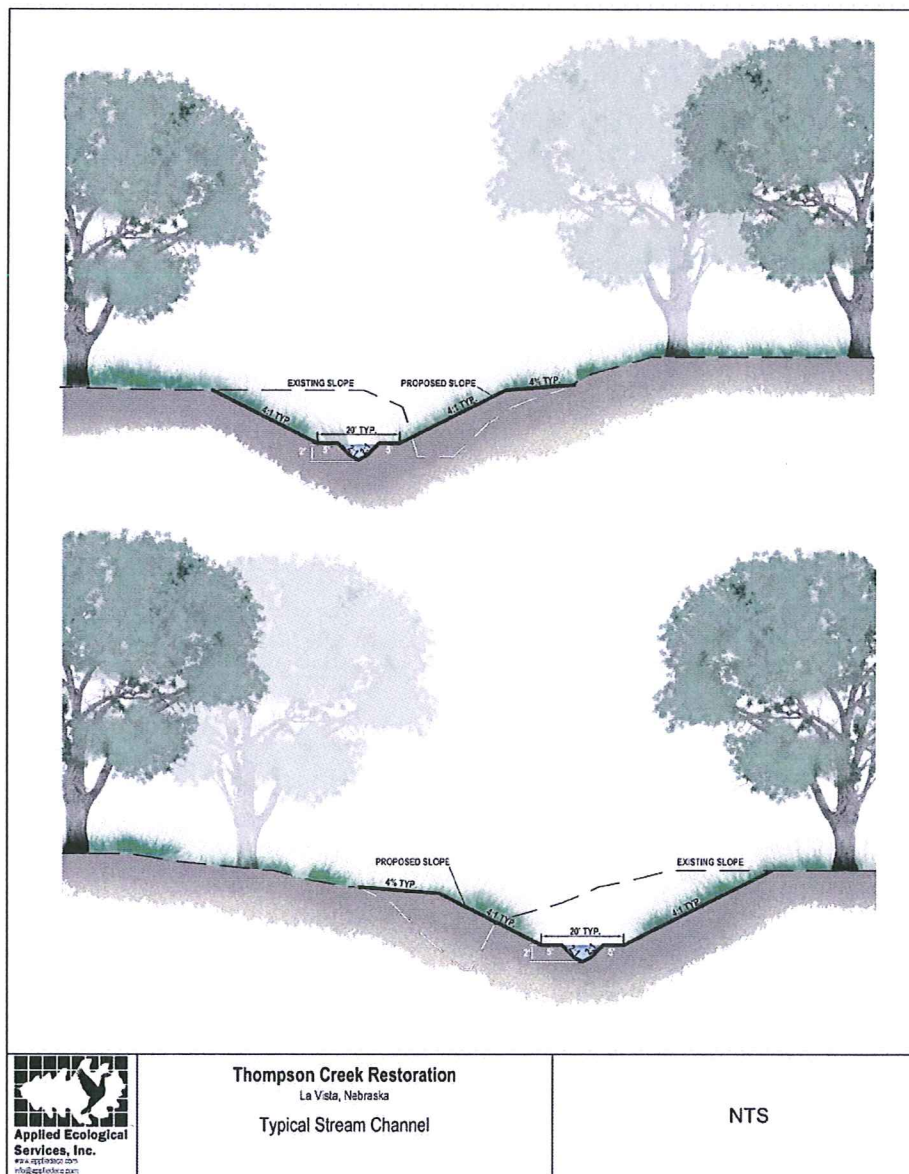
Figure 4. Conceptual Outlet Treatment



H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Figure 5. Conceptual cross-sections of Thompson Creek. The existing stream is cutting into its bed, making its side slopes canyon-like. Natural streams have gentler slopes that allow vegetation to grow and help stabilize the banks, preventing erosion. The gentler slopes also protect private property and municipal parks and infrastructure, and allow people to safely walk down to the stream.



H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Thompson Creek, July 2012. Bare soil and sparse vegetation create poor stream habitat. Recent rains darkened the soil, and the quick fall in stream level severely limits the variety and types of aquatic life that live in Thompson Creek.



Thompson Creek, July 2012. Poor water quality is indicated by the excessive growth of algae, caused by too much phosphorus entering the stream with sediment and stormwater runoff.



H1. Project Sponsor: City of La Vista

H2. Project Name: Thompson Creek Watershed Restoration

Thompson Creek, July 2012. Severe bank erosion threatens private property and contributes large amounts of sediment to Thompson Creek. The sediment and phosphorus then pollutes Big Papillion Creek downstream.



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 7, 2012 AGENDA**

Subject:	Type:	Submitted By:
BID AWARD – EASTPORT PARKWAY PAVEMENT MARKINGS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to award a contract to Highway Signing, Inc. of Omaha, Nebraska, for construction of the Eastport Parkway Pavement Markings in an amount not to exceed \$34,903.00.

FISCAL IMPACT

The FY 2011/12 Capital Improvement Program provides funding for the Eastport Parkway Pavement Markings in the amount of \$35,000.

RECOMMENDATION

Approval

BACKGROUND

On June 5, 2012, the City Council approved a resolution which authorized the advertisement for bids for the Eastport Parkway Pavement Markings. The plans and specifications were prepared in-house by the City Engineer. A Notice to Contractors was mailed to three contractors that typically perform this service in the Omaha area as well as being placed in the City's legal publication. The bid date was established as July 6, 2012 at which time no bids were received from the two companies that had checked out plans. These companies were contacted and one indicated the July 4th holiday prevented them from getting a bid bond in time, another indicated the requirement for a warranty on the work caused them not to bid and the third claimed no receipt of the Notice to Contractors. After consultation with the City Attorney it was determined that when fewer than two bids are received, the City may negotiate for proposals to complete the work for the budget established for the project. The Contractor that ran out of time due to the holiday and the Contractor that claimed no receipt of the Notice were again contacted. Two proposals were received which exceeded the estimate for the project. One bidder took several exceptions to the bidding requirements. See the attached Negotiation for Bids summary. Further negotiations were conducted with the lowest bidder to get a proposal within budget which is shown on the Supplemental Negotiation bid summary. This contractor, Highway Signing, Inc. successfully provided the pavement markings on Giles Road in 2010 and it is recommended that a contract be awarded to them in an amount not to exceed \$34,903.00.

F

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of
8016 Park View Blvd/Lot 1279 La Vista, \$189.32;
10202 Brentwood Dr/Lot 178 Val Vista, \$107.98;
10204 Brentwood Dr/Lot 177 Val Vista, \$107.98;
10208 Brentwood Dr/Lot 176 Val Vista, \$107.98;
10618 Brentwood Dr/Lot 154 Val Vista, \$107.98;
10216 Brentwood Dr/Lot 175 Val Vista, \$107.98;
10619 Hillcrest Drive/Lot 2A Val Vista, \$107.98;
10615 Hillcrest Drive/Lot 3 Val Vista; \$107.98;
10611 Hillcrest Drive/Lot 4 Val Vista; \$107.98;
12958 Margo Lane/Lot 15 Millard Highlands South 2nd Platting, \$2,189.22; and
8812 Pine Drive/Lot 183 Park View Heights 2nd Addition, \$380.85
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

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

WHEREAS, the City sent the property owners bills for said clean up which have not been paid, and

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

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

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2012

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**LA VISTA POLICE DEPARTMENT SPECIAL ENFORCEMENT BUREAU - CODE ENFORCEMENT
SPECIAL ASSESSMENT REPORT**

ADDRESS	RENTAL/OWNER OCCUPIED	PRIOR CONTACTS	ACTION TAKEN	CURRENT OFFENSE	ACTION TAKEN	EXISTING SPECIAL ASSESSMENTS
12958 Margo	Vacant house	1. 8-27-2007 2. 10-25-2007 3. 7-22-2008 4. 8-28-2008 5. 7-13-2009 6. 9-1-2009 7. 4-10-2012 8. 5-5-2012	1. Grass/weeds 2. Grass/weeds 3. Grass/weeds 4. Grass/weeds 5. Grass/weeds 6. Grass/weeds 7. Grass/weeds 8. .grass/weeds	5-10-2012	Completed by P.W.	0 special assessments

**LA VISTA POLICE DEPARTMENT SPECIAL ENFORCEMENT BUREAU - CODE ENFORCEMENT
SPECIAL ASSESSMENT REPORT**

ADDRESS	RENTAL/OWNER OCCUPIED	PRIOR CONTACTS	ACTION TAKEN	CURRENT OFFENSE	ACTION TAKEN	EXISTING SPECIAL ASSESSMENTS
8016 PVB	James Guarino/ Kelly Higgins	<ol style="list-style-type: none"> 1. 7-13-2000 2. 2-10-2003 3. 6-2-2004 4. 6-28-2004 5. 7-28-2004 6. 10-2-2007 7. 7-22-2008 8. 10-31-2008 9. 5-11-2012 	<ol style="list-style-type: none"> 1. Trees trimmed 2. Snow removal 3. Grass mowed 4. Grass mowed 5. Grass mowed 6. Yellow tag/swimming pool viol, 7. Signs removed 8. Trees trimmed 9. grass 	5-6-2012	Done by P.W.	4 outstanding assessments

**LA VISTA POLICE DEPARTMENT SPECIAL ENFORCEMENT BUREAU - CODE ENFORCEMENT
SPECIAL ASSESSMENT REPORT**

ADDRESS	RENTAL/OWNER OCCUPIED	PRIOR CONTACTS	ACTION TAKEN	CURRENT OFFENSE	ACTION TAKEN	EXISTING SPECIAL ASSESSMENTS
8812 Pine	Christopher Simonson Vacant	1. 3-30-2001 2. 11-19-2008 3. 5-7-2012	1. tree trimming 2. tree trimming 3. yellow tag/grass	4-11-2012	Completed by P.W.	1 outstanding assessment

**LA VISTA POLICE DEPARTMENT SPECIAL ENFORCEMENT BUREAU - CODE ENFORCEMENT
SPECIAL ASSESSMENT REPORT**

ADDRESS	RENTAL/OWNER OCCUPIED	PRIOR CONTACTS	ACTION TAKEN	CURRENT OFFENSE	ACTION TAKEN	EXISTING SPECIAL ASSESSMENTS
Val Vista Lots	East Homes LLC Company is bankrupt	1. 5-9-11 2. 9-13-2011 3. 9-16-2011 4. 4-11-2012	1. work order to P.W. 2. 2 nd notice 3. Work completed 4. Work order to P.W.	5-4-2012	Completed by P.W.	4 outstanding special assesments



July 3, 2012

James M Guarino & Kelly A Higgins
9735 Saratoga Street
Omaha NE 68134

RE: Lot 1279 LaVista

Dear Mr. Guarino and Ms. Higgins:

On May 11, 2012, your property at 8016 Park View Blvd. in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a notice was made to correct the mowing violation or the City would correct the violation at the owner's expense. On May 22nd, 2012 the Public Works Department mowed the lawn and line trimmed the property. A total cost of \$136.40 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Labor		
3 Workers, 1 Hour Each	\$	83.97
Equipment Cost	\$	52.75
Material	\$	2.60
TOTAL	\$	<u>189.32</u>

Please remit \$189.32, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on August 7th, 2012, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Mandy Garrod
Deputy City Clerk

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

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

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

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

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

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

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

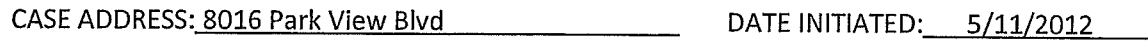
Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

www.cityoflavista.org
info@cityoflavista.org



Code Enforcement Case Management

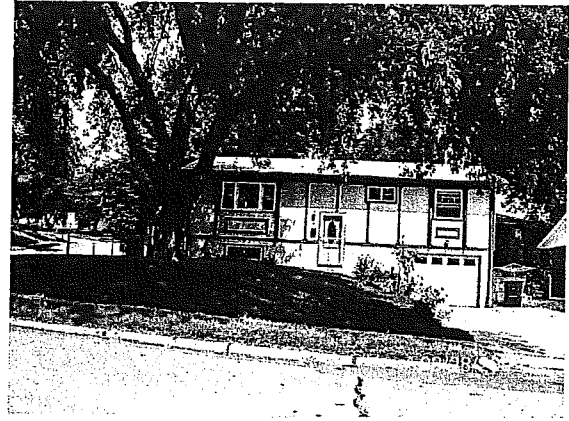


CODE VIOLATION(S): 133.01/Grass

[illegible]

Active

Parcel Number: 010542949
 Location: 08016 PARK VIEW BLVD
 Owner: GUARINO/JAMES M
 C/O & KELLY A HIGGINS
 Mail Address: 9735 SARATOGA ST
 OMAHA NE 68134-2640
 Legal: LOT 1279 LA VISTA
 Tax District: 27002
 Map #: 2959-14-0-30003-000-1268



Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011									
City	SID #	SID	Status	Zoning	Overlay Dist.	Jurisdiction	School	Police	
La Vista				R-1 - Single Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward			
La Vista Fire 1	47	2	14	2	Jim Thompson	LA VISTA WARD III			
Style:		Split Entry							
Year Built:		1969							
#Bathrooms Above Grade 1		#Bedrooms above Grade 3							
Total Bsmt Finish Sqft		336							
Garage Type		Total Sqft 960							
Lot Depth		Bsmt Total Sqft 960							
Exterior 1		Garage Sqft 0							
		Lot Width 6468							
		Exterior 2							

Date 5/11/12 @ 0930hrs

Location 8010 Park View Blvd

Violation 133.01 - Grass

Time to Comply 5 days

Description

Follow-up Officer Corbett/Bu

May 31, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Secretary
Public Works Dept.

RE: Residential Property Clean-Up
8016 Park View Blvd.

The following is a list of the expenses incurred by the Public Works Department on May 22, 2012 while mowing and line-trimming the front and back yard at 8016 Park View Blvd., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	44.02	1	44.02
Employee #2	29.45	1	29.45
Employee #3	10.50	1	10.50
<u>TOTAL</u>		3	\$83.97

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	1	25.00
(1) 8 1/2' x 12' trailer	4.75	1	4.75
(1) leaf blower	8.00	1	8.00
(2) line trimmers @ \$7.50/each	15.00	1	15.00
<u>TOTAL</u>			\$52.75

MATERIALS:

(4) trash bags @ \$.65/each	2.60
<u>TOTAL</u>	\$2.60

TOTAL LABOR, EQUIPMENT and MATERIALS: \$139.32



July 12, 2011

East Villas LLC
911 Killarney Dr
Papillion NE 68046

To Whom It May Concern;

On May 31, 2011, the properties listed below were in violation of the City of La Vista's Municipal Code, Section 133.01

10202 Brentwood Drive La Vista, NE
10204 Brentwood Drive La Vista, NE
10208 Brentwood Drive La Vista, NE
10216 Brentwood Drive La Vista, NE
10618 Brentwood Drive La Vista, NE
10611 Hillcrest Drive La Vista, NE
10615 Hillcrest Drive La Vista, NE
10619 Hillcrest Drive La Vista, NE

On April 16, 2012 notification was made to correct the mowing violation by April 21, 2012 or the city would correct it at the expense of the property owner. On May 4th, 2012, the Public Works Department mowed the property. The cost of \$107.95 per property was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$50.00 per property	\$	400.00
Mowing Costs			
Labor	\$29.45 per property	\$	235.60
Equipment Cost	\$28.50 per property	\$	228.00
 TOTAL	 \$107.98 per property	 \$	 <u>863.60</u>

Please remit \$863.60, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on August 7, 2012, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Mandy Garrod

Mandy Garrod
Deputy City Clerk

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

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

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

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

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

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

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

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

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

www.cityoflavista.org
info@cityoflavista.org

[illegible]



April 16th, 2012

Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **133.01-Grass/Weeds**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within (Hours) to (Days) depending upon the violation(s). By completing a "Compliance Agreement:" additional time **may** be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

Stacy Corbit
Code Enforcement Officer
La Vista Police Department

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

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

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

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

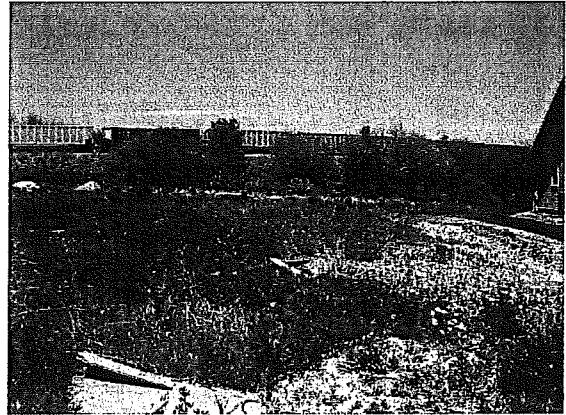
Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

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

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

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

Parcel Number: 011574525
Location: 10202 \BRENTWOOD DR
Owner: EAST VILLAS LLC
C\O
Mail Address: 911 KILLARNEY DR
PAPILLION NE 68046-7057
Legal: LOT 178 VAL VISTA
Tax District: 27044
Map #: 2959-16-3-30045-000-0178



Click Picture/Sketch for Larger View.
Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE What does this mean?

Residential Information for 1 January Roll Year 2011

City		SID #		SID	Status	Zoning	Overlay Dist.	Jurisdiction	School	Police
La Vista		#				R-1 - Single Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police

Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward
La Vista Fire 2	50	2	14	2	Jim Thompson	LA VISTA WARD IV

Style:		
Year Built:		#Bedrooms above Grade
#Bathrooms Above Grade		Total Sqft
Total Bsmt Finish Sqft	0	Bsmt Total Sqft
Garage Type		Garage Sqft
Lot Depth	1	Lot Width
		10853.86

Active

Parcel Number: 011574524
 Location: 10204 \BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 177 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0177



Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011									

Active

Parcel Number: 011574523
 Location: 10208 BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPIILLON NE 68046-7057
 Legal: LOT 176 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0176



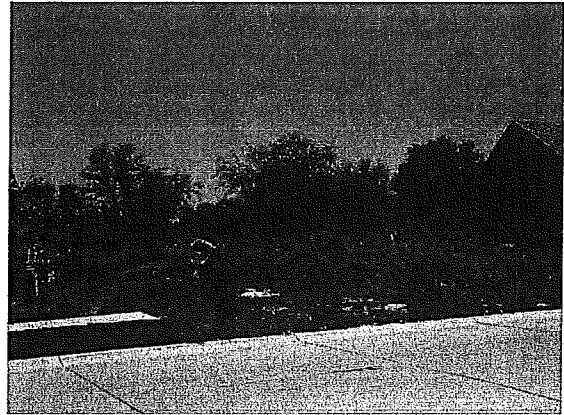
Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011																											
<table border="0"> <tr> <td colspan="2">Style:</td> <td colspan="2">#Bedrooms above Grade</td> </tr> <tr> <td colspan="2">Year Built:</td> <td colspan="2">Total Sqft</td> </tr> <tr> <td colspan="2">#Bathrooms Above Grade</td> <td colspan="2">Bsmt Total Sqft</td> </tr> <tr> <td>Total Bsmt Finish Sqft</td> <td>0</td> <td colspan="2">Garage Sqft</td> </tr> <tr> <td colspan="2">Garage Type</td> <td colspan="2">Lot Width</td> </tr> <tr> <td>Lot Depth</td> <td>1</td> <td colspan="2">7298.836</td> </tr> </table>				Style:		#Bedrooms above Grade		Year Built:		Total Sqft		#Bathrooms Above Grade		Bsmt Total Sqft		Total Bsmt Finish Sqft	0	Garage Sqft		Garage Type		Lot Width		Lot Depth	1	7298.836	
Style:		#Bedrooms above Grade																									
Year Built:		Total Sqft																									
#Bathrooms Above Grade		Bsmt Total Sqft																									
Total Bsmt Finish Sqft	0	Garage Sqft																									
Garage Type		Lot Width																									
Lot Depth	1	7298.836																									
Misc																											

Active

Parcel Number: 011574501
 Location: 10618 BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 154 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0154



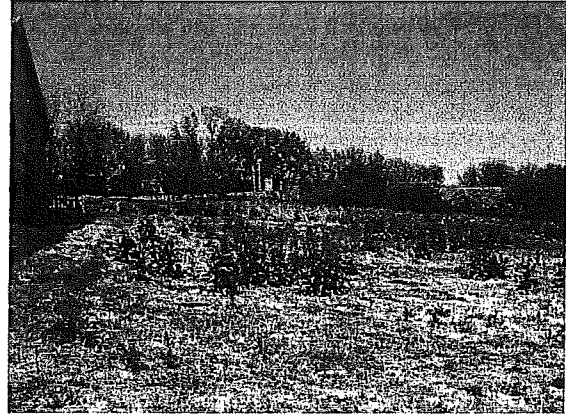
Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011										
City	SID	SID	Status	Zoning	Overlay Dist.	Jurisdiction	School	Police		
La Vista	#			R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police		
Fire				Voting Precinct			Congressional Dist.	State Legislative Dist.		
La Vista Fire 2				50			2	14		
				District	Commissioner	City Ward				
				2	Jim Thompson	LA VISTA WARD IV				
Style: Year Built: #Bedrooms above Grade #Bathrooms Above Grade Total Sqft Total Bsmt Finish Sqft 0 Bsmt Total Sqft Garage Type Garage Sqft Lot Depth 1 Lot Width 8520.646										
Misc										

Active

Parcel Number: 011574522
 Location: 10216 BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 175 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0175



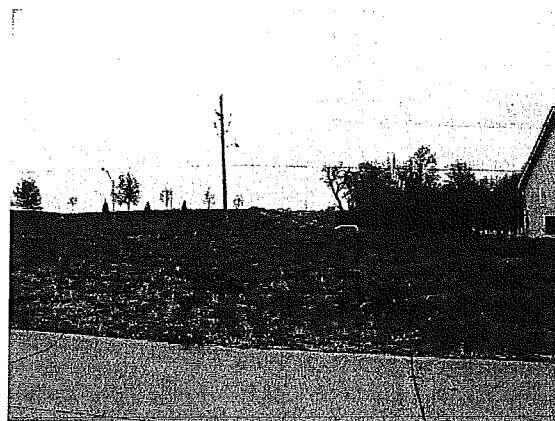
Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011									
City	SID #	SID	Status	Zoning	Overlay Dist.	Jurisdiction	School	Police	
La Vista				R-2 - Two-Family Residential	Null	LaVista	Papillion-La Vista	La Vista Police	
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward			
La Vista Fire 2	50	2	14	2	Jim Thompson	LA VISTA WARD IV			
Style: Year Built: #Bedrooms above Grade #Bathrooms Above Grade Total Sqft Total Bsmt Finish Sqft 0 Bsmt Total Sqft Garage Type Garage Sqft Lot Depth 1 Lot Width 7216.004 Misc									

Active

Parcel Number: 011574349
 Location: 10619 HILLCREST DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 2A VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0002



Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011													
<div style="border: 1px solid black; padding: 10px; width: 150px; height: 150px; margin: 0 auto;"> <div style="position: absolute; top: 0; right: 0; transform: rotate(90deg);">204.0'</div> <div style="position: absolute; bottom: 0; left: 0; transform: rotate(-90deg);">1</div> </div>		<div style="display: flex; justify-content: space-around; border-bottom: 1px solid black; margin-bottom: 5px;"> 55.0' 105.0' </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">62.5'</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">10623</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">1A</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">62.5'</div> </div> <div style="width: 10%; text-align: center;"> <div style="border: 1px solid black; padding: 5px; transform: rotate(-90deg);">120.0'</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">10619</div> <div style="border: 1px solid black; padding: 5px; transform: rotate(90deg);">120.0'</div> </div> <div style="width: 15%;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">52.5'</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">10615</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">3</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">52.5'</div> </div> <div style="width: 15%;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">52.5'</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">10611</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">4</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">52.5'</div> </div> <div style="width: 15%;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">812'</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">10605</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">5</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">40.0'</div> </div> <div style="width: 15%;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">812'</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">6</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">10527</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">812'</div> </div> </div>											
		<div style="display: flex; justify-content: space-between; margin-top: 5px;"> 120.0' 120.0' 120.0' 120.0' 130.0' </div>											
<div style="border: 1px solid black; padding: 5px; display: inline-block;">City</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">La Vista</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">SID #</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">SID</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Status</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Zoning</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">R-2 - Two-Family Residential</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Overlay Dist.</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Null</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Jurisdiction</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">LaVista</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">School</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Papillion-La Vista</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Police</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">La Vista Police</div>	
<div style="border: 1px solid black; padding: 5px; display: inline-block;">Fire</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">La Vista Fire 2</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Voting Precinct</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">50</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Congressional Dist.</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">2</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">State Legislative Dist.</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">14</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">District</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">2</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">Commissioner</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Jim Thompson</div>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">City Ward</div> <div style="border: 1px solid black; padding: 5px; display: inline-block;">LA VISTA WARD IV</div>	
Style: Year Built: _____ #Bedrooms above Grade _____ #Bathrooms Above Grade _____ Total Sqft _____ Total Bsmt Finish Sqft 0 Bsmt Total Sqft _____ Garage Type _____ Garage Sqft _____ Lot Depth 1 Lot Width 6297.638													
Misc													

Active

Parcel Number: 011574350
 Location: 10615 HILLCREST DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 3 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0003



Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011													
<div style="border: 1px solid black; padding: 5px; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">204.0'</div> <div style="font-size: 2em; font-weight: bold;">1</div> </div>		136 155.0'		166.0'									
		62.5'	52.5'	52.5'	812'	812'	812'						
		10623 1A	10619 2A	10615 3	10611 4	10605 5	10527 6	10521 7					
		62.5'	52.5'	52.5'	40.0'	41.7'	812'	812'					
<div style="border: 1px solid black; padding: 2px;">City</div> <div style="border: 1px solid black; padding: 2px;">La Vista</div>		<div style="border: 1px solid black; padding: 2px;">SID #</div> <div style="border: 1px solid black; padding: 2px;">SID</div> <div style="border: 1px solid black; padding: 2px;">Status</div>		<div style="border: 1px solid black; padding: 2px;">Zoning</div> <div style="border: 1px solid black; padding: 2px;">R-2 - Two-Family Residential</div>		<div style="border: 1px solid black; padding: 2px;">Overlay Dist.</div> <div style="border: 1px solid black; padding: 2px;">Null</div>		<div style="border: 1px solid black; padding: 2px;">Jurisdiction</div> <div style="border: 1px solid black; padding: 2px;">LaVista</div>		<div style="border: 1px solid black; padding: 2px;">School</div> <div style="border: 1px solid black; padding: 2px;">Papillion-La Vista</div>		<div style="border: 1px solid black; padding: 2px;">Police</div> <div style="border: 1px solid black; padding: 2px;">La Vista Police</div>	
<div style="border: 1px solid black; padding: 2px;">Fire</div> <div style="border: 1px solid black; padding: 2px;">La Vista Fire 2</div>		<div style="border: 1px solid black; padding: 2px;">Voting Precinct</div> <div style="border: 1px solid black; padding: 2px;">50</div>		<div style="border: 1px solid black; padding: 2px;">Congressional Dist.</div> <div style="border: 1px solid black; padding: 2px;">2</div>		<div style="border: 1px solid black; padding: 2px;">State Legislative Dist.</div> <div style="border: 1px solid black; padding: 2px;">14</div>		<div style="border: 1px solid black; padding: 2px;">District</div> <div style="border: 1px solid black; padding: 2px;">2</div>		<div style="border: 1px solid black; padding: 2px;">Commissioner</div> <div style="border: 1px solid black; padding: 2px;">Jim Thompson</div>		<div style="border: 1px solid black; padding: 2px;">City Ward</div> <div style="border: 1px solid black; padding: 2px;">LA VISTA WARD IV</div>	
Style: Year Built: _____ #Bedrooms above Grade _____ #Bathrooms Above Grade _____ Total Sqft _____ Total Bsmt Finish Sqft 0 Bsmt Total Sqft _____ Garage Type _____ Garage Sqft _____ Lot Depth 1 Lot Width 6297.492													
Misc													

Active

Parcel Number: 011574351
 Location: 10611 HILLCREST DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 4 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0004



Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011									
City La Vista	SID #	SID	Status	Zoning R-2 - Two-Family Residential	Overlay Dist. Null	Jurisdiction LaVista	School Papillion-La Vista	Police La Vista Police	
Fire La Vista Fire 2	Voting Precinct 50			Congressional Dist. 2	State Legislative Dist. 14		District 2	Commissioner Jim Thompson	City Ward LA VISTA WARD IV
Style: Year Built: #Bedrooms above Grade #Bathrooms Above Grade Total Sqft Total Bsmt Finish Sqft 0 Bsmt Total Sqft Garage Type Garage Sqft Lot Depth 1 Lot Width 6297.384									
Misc									

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10202 Brentwood Dr., Lot 178

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10202 Brentwood Dr., Lot #178, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10204 Brentwood Dr., Lot 177

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10204 Brentwood Dr., Lot #177, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10208 Brentwood Dr., Lot 176

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10208 Brentwood Dr., Lot #176, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10216 Brentwood Dr., Lot 175

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10216 Brentwood Dr., Lot #175, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10618 Brentwood Dr., Lot 154

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10618 Brentwood Dr., Lot #154, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT:

\$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10611 Hillcrest Drive, Lot 4

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10611 Hillcrest Drive, Lot #4, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10615 Hillcrest Drive, Lot 3

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10615 Hillcrest Drive, Lot #3, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

May 8, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
10619 Hillcrest Drive, Lot 2A

The following is a list of the expenses incurred by the Public Works Department on May 4, 2012 while mowing the empty lot at 10619 Hillcrest Drive, Lot #2A, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	1	29.45
TOTAL		1	\$29.45

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) tractor & batwing mower	28.50	1	28.50
TOTAL			\$28.50

TOTAL LABOR and EQUIPMENT: \$57.95

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

1. Article Addressed to:
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature *East Coast*

B. Received by (Printed Name) *East Coast*

C. Date of Delivery *4-19-12*

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

East Homes
8208 S. 109th St
Lavista, NE 68148

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☒ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-15

U.S. Postal Service[™]
CERTIFIED MAIL[™] RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage \$	
Certified Fee	
Return Receipt Fee	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent to
East Homes

Street, Apt. No.,
or PO Box No.

8208 S. 109th St

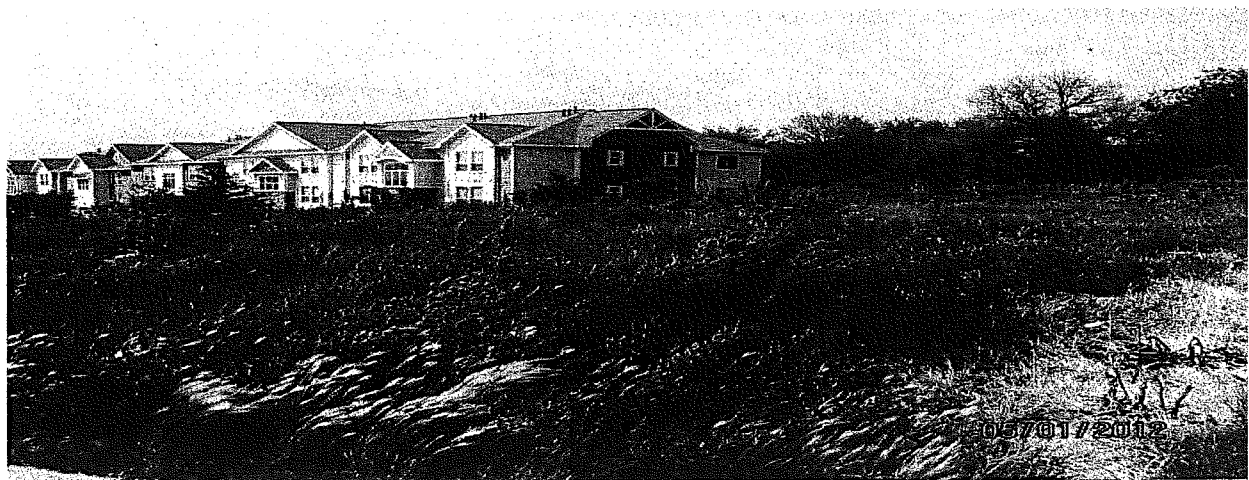
City, State, ZIP+4

Lavista, NE 68148

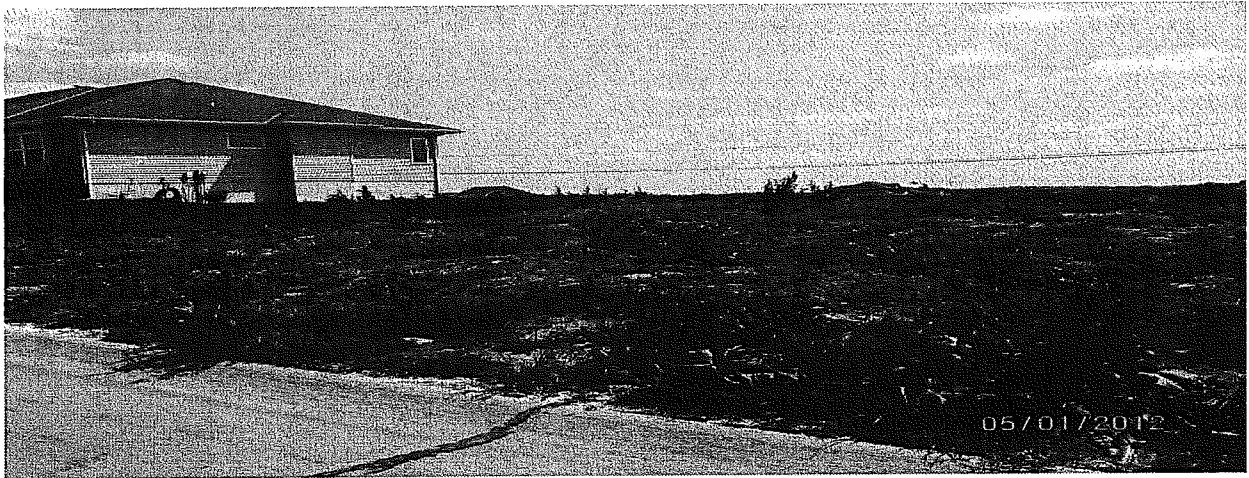
PS Form 3800, August 2006

See Reverse for Instructions

7008 1140 0000 6669 1124







Before Pictures

Taken by: S. Corbit



July 3, 2012

Chad and Crystal Howard
12958 Margo Lane
Omaha, NE 68138

RE: Lot 15 Millard Highlands South 2nd Platting

Dear Mr. & Mrs. Howard;

On April 10th, 2012, the property at 12958 Margo Lane in Omaha, NE was in violation of the City of La Vista's Municipal Code, Section 133.01 and Section 94.06. On April 10th, 2012 notification was made to correct the mowing violation by April 15th, 2012 or the city would correct it at the expense of the property owner. On May 10th, 2012, the Public Works Department mowed; line trimmed the property and removed rubbish and removed and chipped a dead pine tree along 129th Street. The cost of \$384.38 was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing and Clean up Costs		
Five workers – 34 hours total	\$	740.62
Equipment Cost	\$	1398.60
Material	\$	0.00
TOTAL	\$	<u>2189.22</u>

Please remit \$2189.22, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on August 7th, 2012, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Mandy Garrod
Deputy City Clerk

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

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

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

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

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

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

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

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

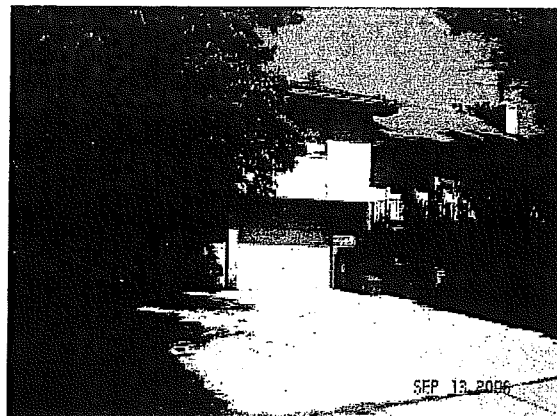
Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

www.cityoflavista.org
info@cityoflavista.org

[illegible]

Active

Parcel Number: 010955194
 Location: 12958 MARGO ST
 Owner: HOWARD/CHAD D & CRYSTAL A
 CVO
 Mail Address: 12958 MARGO ST
 OMAHA NE 68138-
 Legal: LOT 15 MILLARD HIGHLANDS SOUTH 2ND
 PLATTING
 Tax District: 17014
 Map #: 2959-18-0-60232-000-0015



Click Picture/Sketch for Larger View.
 Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

Residential Information for 1 January Roll Year 2011									
365	366	367	368	564	563	371	372	373	
70.3'	70.3'	70.3'	60.1'	84.7'	55.0'	60.5'	65.1'	65.1'	
63.7'	434'	85.0'	103.8'	55.0'	60.2'	59.5'	24.5'	24.0'	21.1'
114.3'	17	13008	16	143.8'	14	13	12	11	
13012	55.5'	7508	153.0'	12958	12954	12950	12946	12942	
13016	41.6'	64.1'	54.2'	78.0'	60.0'	60.7'	61.3'	61.4'	
19	40.3'	19	11						
20	39.5'								
City	SID #	SID	Status	Zoning	Overlay Dist.	Jurisdiction	School	Police	
	104	Millard Highlands South, Millard Highland South II	Active	R-1 - Single Family Residential	Null	LaVista	Millard	Sarpy County Sheriff	
Fire	Voting Precinct	Congressional Dist.	State Legislative Dist.	District	Commissioner	City Ward			
Omaha Fire	73	2	3	5	Jim Warren				
Style:	Front to Back Split								
Year Built:	1980			#Bedrooms above Grade 3					
#Bathrooms Above Grade 1				Total Sqft					
Total Bsmt Finish Sqft	385			Bsmt Total Sqft					
Garage Type				Garage Sqft					
Lot Depth	142			Lot Width					
				67					
Misc									

Date 4/10/12 '2 1000 hrs

Location 12958 Margo St

Violation 133.01 - Grass / 94.00 Tree

Time to Comply 5 days

Description Trees hanging low over
the sidewalk.

Follow-up Officer
Corbit / 56

May 10, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Secretary
Public Works Dept.

RE: Residential Property Clean-Up
12958 Margo St.

The following is a list of the expenses incurred by the Public Works Department on May 10, 2012 while mowing and line-trimming the front and back yards; removing tree rubbish; and removing and chipping a dead pine tree along 129th St.; all at 12958 Margo St., per your instructions.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	30.43	10	304.30
Employee #2	17.16	8	137.28
Employee #3	10.50	8	84.00
Employee #4	23.49	6	140.94
Employee #5	37.05	2	74.10
TOTAL		34	\$740.62

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 3/4 ton pickup	35.00	18	630.00
(1) 3/4 ton pickup	25.00	10	250.00
(1) 3/4 ton pickup	25.00	4	100.00
(1) 2-wheel trailer	4.75	10	47.50
(1) Z-track 60" mower	12.50	3	37.50
(1) Bandit brush chipper	37.00	8	296.00
(1) 24" chain saw	3.70	2	7.40
(1) 16" chain saw	2.00	2	4.00
(1) power pruner	1.60	2	3.20
(1) Line trimmer	7.50	2	15.00
(1) leaf blower	8.00	1	8.00
TOTAL			\$1,398.60

TOTAL LABOR and EQUIPMENT:

\$2,139.22



July 3, 2012

Christopher Simonson
8812 Pine Drive
La Vista, NE 68128

RE: Lot 183 Park View Heights 2nd Add

Dear Mr. Simonson;

On May 7th, 2012, the property at 8812 Pine Drive was in violation of the City of La Vista's Municipal Code, Section 133.01. On May 7th, 2012 notification was made to correct the mowing violation or the city would correct it at the expense of the property owner. On June 12th, 2012, the Public Works Department mowed and line trimmed the property. The cost of \$380.85 was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing Costs		
2 workers – 6 hours total	\$	119.85
Equipment Cost	\$	176.25
Material	\$	34.75
TOTAL	\$	<u>380.85</u>

Please remit \$380.85, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on August 7th, 2012, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Mandy Garrod
Deputy City Clerk

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

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

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

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

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

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

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

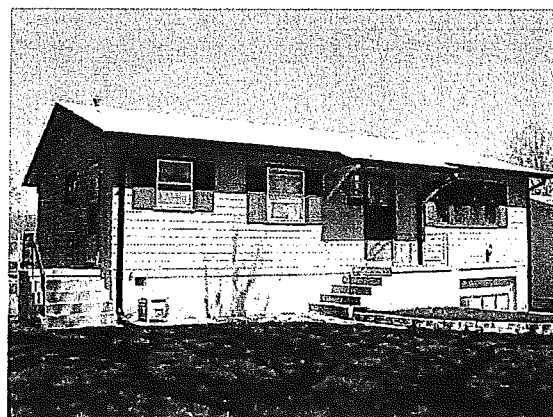
Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

CODE VIOLATION(S): 133.01/Grass

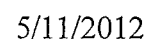
[illegible]

Parcel Number: 010566457
Location: 08812 \PINE DR
Owner: SIMONSON/CHRISTOPHER L
C/O
Mail Address: 8812 PINE DR
LA VISTA NE 68128-
Legal: LOT 183 PARK VIEW HEIGHTS 2ND ADD
Tax District: 27002
Map #: 2959-15-0-30006-000-0289



Click Picture/Sketch for Larger View.
Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE What does this mean?





May 21st, 2012

Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **133.01/Grass**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within **5 Days** depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

Stacy Corbit
Code Enforcement Officer
La Vista Police Department

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

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

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

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

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

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

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

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

LA VISTA POLICE DEPARTMENT

MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST <u>Christopher Simonson</u>	DATE OF BIRTH <u>—</u>
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>8812 Pine Dr, La Vista, NE 68128</u>	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>8812 Pine Dr, La Vista, NE 68128</u>	
CONDITIONS REQUIRING CORRECTION <u>• 133.01 - Grass</u>	
CORRECTIVE MEASURES <u>please cut front & back yards.</u>	

AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 5/28, 2012.

The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

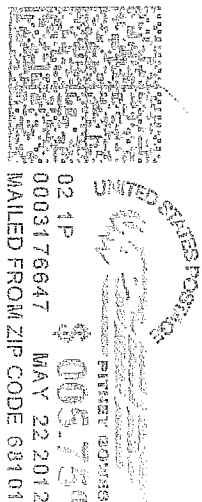
Signature: _____, and date _____, 20____,
accepting responsibility for compliance.



2008 1140 0000 6669 1148



CERTIFIED MAIL™



02 1P 0061 MAY 22 2012
0003176647
MAILED FROM ZIP CODE 68101

100



100

— 34 —

2011

Christopher Simonson
8812 Pine Dr.
LaV NIXIE
SE1 SE1
RETURN TO SEN

00 66/09712

[illegible][illegible]

00-1-89

[illegible]

Date 01/11/12 11:41 AM

Location 8812 Pine Dr

Violation 133.01 - grass

Time to Comply 5 days

Description

Follow-up Officer Corbit/Bur

June 13, 2012

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Secretary
Public Works Dept.

RE: Residential Property Clean-Up
8812 Pine Dr.

The following is a list of the expenses incurred by the Public Works Department on June 12, 2012 while mowing and line-trimming the front and back yard at 8812 Pine Dr., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	29.45	3	88.35
Employee #2	10.50	3	31.50
<u>TOTAL</u>		6	\$119.85

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	3	75.00
(1) 8 1/2' x 12' trailer	4.75	3	14.25
(1) leaf blower	8.00	3	24.00
(1) walk behind 21" mower	6.00	3	18.00
(2) line trimmers @ \$7.50/each	15.00	3	45.00
<u>TOTAL</u>		15	\$176.25

MATERIALS:

(1) trailer dumpster fee	25.00
(15) trash bags @ \$.65/each	9.75
<u>TOTAL</u>	\$34.75

TOTAL LABOR, EQUIPMENT and MATERIALS:

\$330.85