



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO SUSAN TANGEMEN, of the Recreation Department FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Sue Tangeman, has served the City of La Vista since September 7, 1999, and

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

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

DATED THIS 15TH DAY OF SEPTEMBER, 2009.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Mike Crawford
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING September 1, 2009

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 September 1, 2009. Present were Councilmembers: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: Quick. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Library Director Barcal, Community Development Director Birch, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, Building and Grounds Director Archibald, and Street Superintendent Goldman.

A notice of the meeting was given in advance thereof by publication in the Times on August 20, 2009. 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 made an announcement of the location of the posted copy of the Open Meetings Act for public reference.

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

SERVICE AWARDS – ANGIE HULTBERG – 15 YEARS, PAT ARCHIBALD – 25 YEARS, JEAN HURST – 30 YEARS

Mayor Kindig presented service awards to Angie Hultberg for 15 years of service to the City; Pat Archibald for 25 years of service to the City; and Jean Hurst for 30 years of service to the City.

PRESENTATION – QUILTS TO THE POLICE AND FIRE DEPARTMENTS BY THE QUILT CLUB

Sharon Bailey and Marsha Schipper, of the Quilt Club, presented quilts to the City of La Vista Police and Fire Departments.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF CITY COUNCIL MINUTES FROM AUGUST 18, 2009**
- 3. APPROVAL OF PLANNING COMMISSION MINUTES FROM AUGUST 20, 2009**
- 4. APPROVAL OF CLAIMS**

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Gowan. Councilmember Carlisle reviewed the claims for this period and reported that she found everything to be in order. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

3M, Equipment	3,983.00
A & M GREEN POWER, Mower	43,772.00
ACTION BATTERIES, Supplies	16.09
ALAMAR UNIFORMS, Wearing Apparel	582.09
AMERICAN RED CROSS, Contract Services	100.00
AQUA-CHEM, Supplies	363.50
ARAMARK UNIFORM, Contract Services	238.24
ASPHALT & CONCRETE MATERIALS, Street Maint.	526.57
ASSOCIATED FIRE PROTECTION, Bldg & Grnds	319.78
AVI SYSTEMS, Bldg & Grnds	129.00
BADGER BODY, Vehicle Maint.	70.00
BAKER & TAYLOR BOOKS, Books	1,609.07
BEACON BUILDING SERVICES, Contract Services	6,437.00
BENNINGTON EQUIPMENT, Vehicle Maint.	709.90
BETTER BUSINESS EQUIPMENT, Rentals	87.86

MINUTE RECORD

BIRCH, ANN. Supplies	22.82
BLACK HILLS ENERGY, Utilities	28.80
BOLEY, ANN, Auto Allowance	100.00
BOOKPAGE, Subscription	270.00
BROWN TRAFFIC PRODUCTS, Traffic Signs	700.00
BROWNELLS, Equipment	23.19
BUETHE, PAM, Phone/Travel/Supplies	78.30
BUILDERS SUPPLY, Sidewalk Maint.	100.16
CALENTINE, JEFFREY, Phone	30.00
CARL JARL LOCKSMITHS, Squad Supplies	16.85
CENTER POINT PUBLISHING, Books	240.84
COLOMBO/PHELPS COMPANY, Concessions	596.96
COMP CHOICE, Professional Services	87.50
CORNHUSKER INTL TRUCKS, Vehicle Maint.	86.00
CREIGHTON EMS EDUCATION, Training	7,256.00
D & D COMMUNICATIONS, Equip.	1,189.90
DIAMOND VOGEL PAINTS, Traffic Signs	799.23
DIESEL POWER EQUIPMENT, Vehicle Maint.	201.73
EAGLE ENGRAVING, Wearing Apparel	99.00
EASTERN LIBRARY SYSTEM, Travel	250.00
ECCLES, PAT, Auto Allowance	100.00
ED M. FELD EQUIPMENT, Wearing Apparel	4,600.00
EDAW, Planning	40,427.60
EDGEWEAR SCREEN PRINTING, Wearing Apparel	414.00
ELECTRONIC ENGINEERING, Vehicle Maint.	121.41
ENCYCLOPAEDIA BRITANNICA, Books	449.00
FARQUHAR, MIKE, Auto Allowance	100.00
FASTENAL, Supplies	69.38
FIREGUARD, Equip. Repair	1,855.46
FITZGERALD SCHORR BARMETTLER, Professional Services	15,140.60
FLORATINE CENTRAL TURF PRODS, Supplies	555.00
FRIENDS OF THE LIBRARY, Professional Services	70.00
FROEHLICH, RORY, Auto Allowance	100.00
GALE, Books	169.78
GCR OMAHA TRUCK TIRE CENTER, Vehicle Supplies	57.25
GODFATHER'S PIZZA, Supplies	22.46
GOLDMAN, JOHN, Contract Services/Travel	361.00
GRAYBAR ELECTRIC, Bldg & Grnds	438.67
GREAT PLAINS UNIFORMS, Wearing Apparel	115.00
GUNN, BRENDA, Phone	45.00
H & H CHEVROLET, Vehicle Maint.	79.59
HEARTLAND PAPER, Supplies	34.00
HEIMES CORPORATION, Street Maint.	109.65
HELGET GAS, Squad Supplies	73.00
HIGHSITH, Supplies	189.93
HUNTEL, Contract Services	384.50
HY-VEE, Concessions	65.92
J Q OFFICE EQUIPMENT, Contract Services	950.33
JONES AND BARTLETT PUBLISHERS, Training	273.84
KINDIG, DOUGLAS, Phone	40.00
KIRKHAM MICHAEL, GIS Conversion	5,800.00
KLINKER, MARK, Professional Services	200.00
KUSTOM SIGNALS, Repair	839.17
LA VISTA COMMUNITY FOUNDATION, Payroll Withholding	80.00
LANDS' END BUSINESS OUTFITTERS, Wearing Apparel	167.02
LAUGHLIN, KATHLEEN, Payroll Withholdings	809.00
LEAGUE OF NEBR MUNICIPALITIES, Contract Services	1,123.00
LINWELD, Supplies	262.22
LOGAN CONTRACTORS SUPPLY, Supplies	100.98
LUKASIEWICZ, BRIAN, Phone	50.00
METRO AREA TRANSIT, Contract Services	617.00
MID AMERICA PAY PHONES, Phone	100.00
MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds	713.80
MID-STATES UTILITY TRAILER, Vehicle Supplies	271.67
MIDWEST TAPE, Media	248.92
MILLER BRANDS, Concessions	62.00
MONARCH OIL, Street Maint.	250.25

MINUTE RECORD

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

September 1, 2009

MUD, Utilities	7,687.20
NE BUSINESS ELECTRONICS, Supplies	40.00
NE GOLF & TURF, Supplies	54.00
NE LAW ENFORCEMENT, Training	50.00
NE LIBRARY COMMISSION, CD Rom	2,747.11
NEBRASKA IOWA SUPPLY, Vehicle Supplies	8,920.42
NEBRASKA NATIONAL BANK, Cart Lease	1,823.43
NEBRASKA TURF PRODUCTS, Supplies	808.50
NEXTEL COMMUNICATIONS, Phone	715.87
NUTS AND BOLTS, Sidewalk Maint.	369.98
OFFICE DEPOT, Supplies	827.15
OMAHA NEWSPAPER, Advertising	397.50
OMB EXPRESS POLICE SUPPLY, Wearing Apparel	43.94
OPPD, Construction Costs	16,298.10
ORIZON CPAS, Professional Services	1,000.00
OVERHEAD DOOR, Bldg & Grnds	210.00
PAPILLION TIRE, Vehicle Maint.	199.00
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	382.46
PAYLESS, Supplies	191.40
PEPSI COLA, Concessions	308.50
PERFORMANCE CHRYSLER JEEP, Vehicle Maint.	101.89
PITNEY BOWES, Supplies/Postage	221.00
PRECISION INDUSTRIES, Repair & Maint.	46.17
PREMIER-MIDWEST BEVERAGE, Concessions	34.50
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	216.00
PRUITT INCORPORATED, Vehicle Maint.	96.94
QUALITY BRANDS, Concessions	222.80
QUINN, JEFF, Summer Reading Program	150.00
QWEST, Phone	1,144.07
RADAR SHOP, Repair	153.50
RAMIREZ, RITA, Phone	43.00
READY MIXED CONCRETE, Sidewalk Maint.	2,263.80
SAFETY-KLEEN, Contract Services	417.56
SALEM PRESS, Books	339.00
SAPP BROS, Vehicle Supplies	884.90
SARPY COUNTY COURTHOUSE, Contract Services	3,487.34
SINNETT, JEFF, Dues	60.00
SOUCIE, JOSEPH, Travel	305.00
SPRINT, Phone	104.99
SUCCESS FACTORS, Professional Services	3,750.00
SUTPHEN CORPORATION, Contract Services	1,200.00
TED'S MOWER, Vehicle Maint.	144.84
THE ROSE, Summer Reading Program	150.00
THOMPSON DREESSEN & DORNER, Design	372.74
TOM'S SHOE REPAIR, Wearing Apparel	35.00
UNDERWRITERS LABORATORIES, Contract Services	2,110.00
UTILITY EQUIPMENT, Construction Costs	113.28
V & V MANUFACTURING, Wearing Apparel	66.44
VERIZON, Phone	198.03
VIERREGGER ELECTRIC, Contract Services	19,142.90
WAL-MART, Supplies	849.68
WEST, JESSICA, Refund	125.00
WICK'S STERLING TRUCKS, Vehicle Maint.	166.75

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten informed Council there was a public/private disaster drill on Thursday, using 50 city employees and volunteers. The scenario was an active shooter at PayPal. The business wanted to test the system they have in place for this type of incident.

Fire Chief Uhl informed Council he attended the International Fire Chiefs Conference in Dallas, and was accompanied by District Chief Froehlich.

Street Superintendent Goldman informed Council the Center Park shelter has been moved, the Golf Course projects are completed, and a \$5,000.00 grant was received to do the tire recycling program again.

MINUTE RECORD

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

September 1, 2009

Building and Grounds Director Archibald informed Council the quote for the air conditioner repair is \$13,400.00, which is lower than the amount approved.

B. RENTAL INSPECTION PROGRAM

1. ORDINANCE – ADOPT RENTAL INSPECTION PROGRAM (SECOND READING)

Councilmember Crawford made a motion to table Ordinance No. 1095 (Rental Inspection Program) until the September 15, 2009 meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Sheehan, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

C. FISCAL YEAR 09/10 MUNICIPAL BUDGET

1. APPROPRIATIONS ORDINANCE NO. 1096– FINAL READING

Finance Director Lindberg introduced this agenda item stating that the changes were the addition of money in contractual services and the refinancing of bond issues.

City Clerk Buethe read Ordinance No. 1096 entitled: 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, 2009 AND ENDING ON SEPTEMBER 30, 2010; 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. Said ordinance was read by title.

Councilmember Gowan made a motion to approve Ordinance No. 1096 on its final reading. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: Sheehan. Absent: Quick. Motion carried.

2. MASTER FEE ORDINANCE NO. 1097 – FINAL READING

Councilmember Sell made a motion to table Ordinance No. 1097 until the final reading of the Rental Inspection Program. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

3. INCREASE BASE OF RESTRICTED FUNDS AUTHORITY

A. PUBLIC HEARING

At 7:21 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on an Increased Base of Restricted Funds Authority.

At 7:22 p.m. Councilmember Gowan made a motion to close the public hearing. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

B. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-081: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE 2009-10 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the 2009-10 municipal budget on September 1, 2009; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the 2009-10 municipal budget is allowed following the approval of at least 75% of the governing body.

MINUTE RECORD

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

September 1, 2009

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the 2009-10 municipal budget by an additional one percent.

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

4. SETTING THE PROPERTY TAX LEVY

A. PUBLIC HEARING

At 7:22 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on setting the Property Tax Levy.

At 7:23 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

B. RESOLUTION

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-082: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUEST FOR FY 09/10.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Mayor and City Council of the City of La Vista passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City of La Vista that the property tax request for the current year be a different amount than the property tax request for the prior year.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, by a majority vote, hereby resolve that:

The FY 09/10 property tax request be set at \$5,334,160.00 which would require a mill levy of \$0.5235.

A copy of this resolution be certified and forwarded to the County Clerk prior to October 13, 2009.

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

D. AMEND COMPENSATION ORDINANCE AND SET RATES OF AUTO ALLOWANCE

1. RESOLUTION

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 09-083: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY10 municipal budget establishes funds for vehicle and mobile phone allowances for various officers and employees of the City and are recommended by the Finance Director and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and mobile phone allowances:

MINUTE RECORD

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

September 1, 2009

Position	Monthly Vehicle Allowance	Position	Monthly Vehicle Allowance
Mayor	\$150	City Clerk	\$100
City Administrator	\$300	Assistant City Administrator	\$75
1st Asst. Fire Chief	\$100	2nd Asst. Fire Chief	\$100
District Fire Chief	\$100	Public Information Officer – Fire	\$100
Community Development Director	\$50	City Planner	\$50
Library Director	\$45	Asst. Library Director	\$33

NOW THEREFORE BE IT FURTHER RESOLVED, that the Finance Director may establish monthly mobile phone allowances as follows: mobile phone service for the Recreation Director, Park Superintendent and Golf Course Superintendent in an amount not to exceed \$50; mobile phone data package charges for the City Administrator, Assistant City Administrator, and City Clerk in an amount not to exceed \$45; and mobile phone service and data package charges for the Mayor, Public Works Director and Street Superintendent in an amount not to exceed \$85.

Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: Sheehan. Absent: Quick. Motion carried.

2. ORDINANCE

Councilmember Gowan introduced Ordinance No. 1100 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Ellerbeck seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Quick. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Gowan moved for final passage of the ordinance which motion was seconded by Councilmember Sell. The Mayor then stated the question was, "Shall Ordinance No. 1100 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: Sheehan. The following were absent: Quick. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. RESOLUTION - PURCHASE OF 12-LEAD CARDIAC MONITORS

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-084: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF FOUR (4) REFURBISHED 12-LEAD CARDIAC MONITORS FROM ZOLL MEDICAL, CHELMSFORD, MA, IN AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, the City Council of the City of La Vista has determined that the purchase of 12-Lead Cardiac Monitors is necessary; and

WHEREAS, the FY08/09 Fire Department budget provides surplus funds for the proposed purchase, and

MINUTE RECORD

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

September 1, 2009

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of four (4) refurbished 12-Lead Cardiac Monitors from Zoll Medical, Chelmsford, MA, in an amount not to exceed \$40,000.00.

Seconded by Councilmember Carlisle. Councilmember Gowan asked what surplus funds were for the purchase. City Administrator Gunn stated the surplus funds were funds not spent on other budget items. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

F. DISCUSSION - ZONING TEXT AMENDMENTS – RESIDENTIAL ZONING DISTRICTS

Community Development Director Birch introduced this agenda item and referenced definitions in the blue letter. These definitions will go to the Planning Commission for approval before being brought back before Council as an ordinance.

G. SPECIAL ASSESSMENTS

1. PUBLIC HEARING

At 7:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments.

At 7:29 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmember Sheehan asked how many of the properties being assessed were rental properties. Community Development Director Birch informed Council that the current assessed properties were not rental properties. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

2. RESOLUTION

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 09-085: 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
7421 Ivy Lane Dr., Lot 124/S&S Harvest Hill, \$246.85,
7818 Terry Dr., Lot 1255/La Vista, \$206.77,
7788 Greenleaf Dr., Lot 214/Granville East, \$889.13,
13506 Emilie St., Lot 386/Millard Highlands South II Replat, \$250.34,
7506 Joseph Ave., Lot 378/La Vista Replat, \$345.71,
7702 Greenleaf Dr., Lot 1470/La Vista, \$271.38,
7215 S 81st St., Lot 1230/La Vista, \$112.57, and
13422 Olive St., Lot 533/Millard Highlands South III, \$2,140.60
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.

MINUTE RECORD

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

September 1, 2009

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

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

COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor; and stated that anyone having comments should limit them to three minutes. There were no comments from the floor.

H. EXECUTIVE SESSION – STRATEGY SESSION/NEGOTIATING GUIDANCE – FOP

At 7:32 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for Strategy Session/Negotiating guidance with FOP. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:07 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig informed Council of the NLC Exposition in San Antonio Texas from November 10th through November 14th, 2009. He asked Councilmembers to let Mary know if they were interested in attending.

At 8:11 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APPS\CITYHALL09 COUNCIL MINUTES\September 1, 2009

CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
BUDGET AND ACTUAL
For the eleven months ended August 31, 2009
92% of the Fiscal Year

Invoice

Ann Birch
 City of La Vista
 8116 Park View Boulevard
 La Vista, NE 68128-2198
 United States

August 12, 2009
 Project No: 08030111.01
 Invoice No: 5

Project 08030111.01 84th Street Redevelopment Vision

Description of Services: 2nd working group meeting.

Professional Services from July 4, 2009 to July 31, 2009

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee	Current Fee
Project	42,840.00	95.00	40,698.00	40,698.00	0.00
Startup/Inventory/Analysis					
Initial Outreach	51,724.00	100.00	51,724.00	49,137.80	2,586.20
Developing A Vision	52,822.00	25.00	13,205.50	0.00	13,205.50
Vision Plan Preparation	24,559.00	0.00	0.00	0.00	0.00
Vision Plan Refinement	27,844.00	0.00	0.00	0.00	0.00
Total Fee	199,789.00		105,627.50	89,835.80	15,791.70
		Total Fee			15,791.70

Total this Invoice \$15,791.70

Outstanding Invoices

Number	Date	Balance
4	7/13/09	40,427.60
Total		40,427.60

AB 9-1-09
 05-71-0830.01

Remit payment to EDAW Inc. Dept 9269-03. Los Angeles California 90084-9269. Tel 970.484.6073
 Wire payment to Wells Fargo Bank. 420 Montgomery Street. San Francisco California 94104. Routing #121000248 (Domestic)
 Swift #WFBILUS6S (Intl). Acct #4030013163

When making payment, please reference itemized amount by invoice number and EDAW job number. Payment terms net 30 days.
 A 1.5% per month finance charge will be assessed on all past due accounts.



Arizona ♦ Colorado
Iowa ♦ Kansas ♦ Nebraska
www.kirkham.com

September 4, 2009

City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Attention: Joe Soucie

Invoice: 75838
File: 0906225

Professional engineering services in connection with
the GIS conversion storm sewer project (Pilot Area
Number 3) for the City of La Vista per the authorization
to proceed signed June 3, 2009.

Lump Sum of \$20,000.00

Services through August 21, 2009

53% of \$20,000.00	\$ 10,600.00
Less Previous Invoices	<u>\$ 5,800.00</u>
AMOUNT DUE THIS INVOICE	<u>\$ 4,800.00</u>

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

For Billing Questions Please Call
Jennifer Frederiksen @ 402-343-3903

OK for payment
9-8-09 98:
07.43.0505

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1	Bank of Nebraska (600-873)								
97496	9/02/2009	615	MILLER BRANDS OF OMAHA INC		115.50		**MANUAL**		
97497	9/02/2009	1194	QUALITY BRANDS OF OMAHA		362.45		**MANUAL**		
97498	9/02/2009	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		809.00		**MANUAL**		
97499	9/02/2009	3760	BUETHE, PAM		385.00		**MANUAL**		
97500	9/02/2009	427	RAMIREZ, RITA M		385.00		**MANUAL**		
97501	9/02/2009	2888	HOME DEPOT CREDIT SERVICES		269.22		**MANUAL**		
97502	9/15/2009	2892	AA WHEEL & TRUCK SUPPLY INC		25.52				
97503	9/15/2009	3983	ABE'S PORTABLES INC		210.00				
97504	9/15/2009	571	ALAMAR UNIFORMS		1,895.02				
97505	9/15/2009	736	AQUA-CHEM INCORPORATED		218.10				
97506	9/15/2009	536	ARAMARK UNIFORM SERVICES INC		260.53				
97507	9/15/2009	1678	ASPEN EQUIPMENT COMPANY		72.00				
97508	9/15/2009	2945	AVI SYSTEMS INC		524.00				
97509	9/15/2009	201	BAKER & TAYLOR BOOKS		4,327.68				
97510	9/15/2009	1839	BCDM-BERINGER CIACCIO DENNELL		150.00				
97511	9/15/2009	3965	BEAUMONT, MITCH		2,025.00				
97512	9/15/2009	1784	BENNINGTON EQUIPMENT INC		1,300.89				
97513	9/15/2009	3774	BENSON RECORDS MANAGEMENT CTR		53.54				
97514	9/15/2009	196	BLACK HILLS ENERGY		1,177.96				
97515	9/15/2009	3760	BUETHE, PAM		99.04				
97516	9/15/2009	76	BUILDERS SUPPLY CO INC		418.70				
97517	9/15/2009	1401	BURT, STACIA		216.00				
97518	9/15/2009	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED** **VOIDED**			
97519	9/15/2009	2625	CARDMEMBER SERVICE-ELAN		5,596.01				
97520	9/15/2009	3450	CITY OF BELLEVUE		500.00				
97521	9/15/2009	152	CITY OF OMAHA		34,207.97				
97522	9/15/2009	83	CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**			
97523	9/15/2009	83	CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**			
97524	9/15/2009	83	CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**			
97525	9/15/2009	83	CJ'S HOME CENTER		624.98				
97526	9/15/2009	2683	COLOMBO/PHELPS COMPANY		526.47				
97527	9/15/2009	836	CORNHUSKER INTL TRUCKS INC		421.89				
97528	9/15/2009	2158	COX COMMUNICATIONS		198.80				
97529	9/15/2009	4119	D & J BEVERAGE SERVICE INC		1,165.00				
97530	9/15/2009	619	DELL MARKETING L.P.		3,721.16				
97531	9/15/2009	111	DEMCO INCORPORATED		114.52				
97532	9/15/2009	127	DON'S PIONEER UNIFORMS		132.90				
97533	9/15/2009	3666	DOSTALS CONSTRUCTION COMPANY		990.00				
97534	9/15/2009	364	DULTMEIER SALES & SERVICE		142.92				
97535	9/15/2009	3084	EBSCO SUBSCRIPTION SERVICES		830.00				
97536	9/15/2009	1042	ED M. FELD EQUIPMENT		737.00				
97537	9/15/2009	2566	ELECTRONIC ENGINEERING		17.41				
97538	9/15/2009	475	ELLIOTT EQUIPMENT COMPANY		67.77				
97539	9/15/2009	4012	EMBASSY SUITES HOTEL		95.41				
97540	9/15/2009	3617	FAIRWAY GOLF LLC		134.50				
97541	9/15/2009	1245	FILTER CARE		101.65				
97542	9/15/2009	439	FIREGUARD INC		732.88				
97543	9/15/2009	3132	FORT DEARBORN LIFE INSURANCE		1,315.50				
97544	9/15/2009	1344	GALE		156.31				
97545	9/15/2009	53	GCR OMAHA TRUCK TIRE CENTER		870.75				
97546	9/15/2009	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED** **VOIDED**			

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
97547	9/15/2009	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
97548	9/15/2009	966 GENUINE PARTS COMPANY-OMAHA	1,036.16			
97549	9/15/2009	285 GRAYBAR ELECTRIC COMPANY INC	556.04			
97550	9/15/2009	385 GREAT PLAINS ONE-CALL SVC INC	267.33			
97551	9/15/2009	4086 GREAT PLAINS UNIFORMS	191.50			
97552	9/15/2009	2062 GREAT WESTERN BANK	250.00			
97553	9/15/2009	71 GREENKEEPER COMPANY INC	1,839.40			
97554	9/15/2009	1044 H & H CHEVROLET LLC	106.75			
97555	9/15/2009	426 HANEY SHOE STORE	97.95			
97556	9/15/2009	387 HARM'S CONCRETE INC	81.00			
97557	9/15/2009	3657 HEARTLAND PAPER	70.00			
97558	9/15/2009	3681 HEARTLAND TIRES AND TREADS	522.35			
97559	9/15/2009	1167 HEIMAN FIRE EQUIPMENT INC	389.95			
97560	9/15/2009	2407 HEIMES CORPORATION	126.69			
97561	9/15/2009	1403 HELGET GAS PRODUCTS INC	35.00			
97562	9/15/2009	433 HIGHSMITH	335.52			
97563	9/15/2009	526 HOST COFFEE SERVICE INC	21.50			
97564	9/15/2009	1612 HY-VEE INC	62.86			
97565	9/15/2009	1896 J Q OFFICE EQUIPMENT INC	850.33			
97566	9/15/2009	3888 JESUS, MATTHEW	80.00			
97567	9/15/2009	831 JOHN DEERE LANDSCAPES/LESCO	250.00			
97568	9/15/2009	3645 JUSTIN THYME CAFE	423.00			
97569	9/15/2009	223 KAPCO-KENT ADHESIVE PRODS CO	65.40			
97570	9/15/2009	1241 LEAGUE ASSN OF RISK MGMT	37.00			
97571	9/15/2009	231 LEAGUE OF NEBRASKA MUNICIPA-	423.00			
97572	9/15/2009	1288 LIFE ASSIST	243.80			
97573	9/15/2009	877 LINWELD	144.43			
97574	9/15/2009	1573 LOGAN CONTRACTORS SUPPLY	1,757.90			
97575	9/15/2009	4138 MARTIN, ALEX	73.16			
97576	9/15/2009	153 METRO AREA TRANSIT	307.00			
97577	9/15/2009	872 METROPOLITAN COMMUNITY COLLEGE	10,289.73			
97578	9/15/2009	2299 MIDWEST TAPE	15.24			
97579	9/15/2009	288 MOTOROLA INC	151.72			
97580	9/15/2009	1028 NATIONAL PAPER COMPANY INC	281.38			
97581	9/15/2009	148 NE DEPT OF REVENUE-FORM 94	25.00			
97582	9/15/2009	649 NEBRASKA GOLF & TURF INC	264.20			
97583	9/15/2009	370 NEBRASKA LAW ENFORCEMENT	180.00			
97584	9/15/2009	4164 NETWORK LIQUIDATORS	.00	**CLEARED**	**VOIDED**	
97585	9/15/2009	4164 NETWORK LIQUIDATORS	240.00			
97586	9/15/2009	3924 NEW YORK TIMES	195.00			
97587	9/15/2009	808 NEWMAN TRAFFIC SIGNS INC	.00	**CLEARED**	**VOIDED**	
97588	9/15/2009	808 NEWMAN TRAFFIC SIGNS INC	2,570.25			
97589	9/15/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
97590	9/15/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
97591	9/15/2009	1014 OFFICE DEPOT INC-CINCINNATI	688.15			
97592	9/15/2009	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
97593	9/15/2009	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
97594	9/15/2009	195 OMAHA PUBLIC POWER DISTRICT	43,694.65			
97595	9/15/2009	181 OMAHA SLINGS INCORPORATED	277.39			
97596	9/15/2009	46 OMAHA WORLD HERALD COMPANY	169.52			
97597	9/15/2009	2686 PARAMOUNT LINEN & UNIFORM	382.46			
97598	9/15/2009	1036 PAULSEN, SHARON F	25.00			
97599	9/15/2009	1769 PAYLESS OFFICE PRODUCTS INC	358.00			

BANK NO BANK NAME

CHECK NO	DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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97600	9/15/2009	1821 PETTY CASH-PAM BUETHE	112.94	APPROVED	BY COUNCIL MEMBERS 9-15-09	
97601	9/15/2009	159 PRECISION INDUSTRIES	13.82			
97602	9/15/2009	219 QWEST	52.97			
97603	9/15/2009	191 READY MIXED CONCRETE COMPANY	1,758.15			
97604	9/15/2009	4037 RUSTY ECK FORD	54.70			
97605	9/15/2009	643 SAFETY-KLEEN CORPORATION	285.49			
97606	9/15/2009	292 SAM'S CLUB	1,485.13			
97607	9/15/2009	168 SARPY COUNTY LANDFILL	43.71	COUNCIL MEMBER		
97608	9/15/2009	503 SCHOLASTIC LIBRARY PUBLISHING	247.00			
97609	9/15/2009	2927 SEAT COVER CENTER OF NEBRASKA	194.50			
97610	9/15/2009	395 SHAMROCK CONCRETE COMPANY	54.00			
97611	9/15/2009	3514 SMITH, MELANIE	500.00			
97612	9/15/2009	257 SOUTHEAST AREA CLERK'S ASSN	20.00			
97613	9/15/2009	505 STANDARD HEATING AND AIR COND	247.00			
97614	9/15/2009	3718 SUN LIFE & HEALTH INSURANCE CO	1,959.78	COUNCIL MEMBER		
97615	9/15/2009	3511 TAB HOLDING COMPANY INC	10,588.90			
97616	9/15/2009	143 THOMPSON DREESSEN & DORNER	.00	**CLEARED**	**VOIDED**	
97617	9/15/2009	143 THOMPSON DREESSEN & DORNER	.00	**CLEARED**	**VOIDED**	
97618	9/15/2009	143 THOMPSON DREESSEN & DORNER	30,138.66			
97619	9/15/2009	161 TRACTOR SUPPLY CREDIT PLAN	122.94			
97620	9/15/2009	2830 TREAT AMERICA FOOD SERVICES	129.52			
97621	9/15/2009	1122 TURF CARS LTD	82.45			
97622	9/15/2009	4167 UNIVERSITY OF VIRGINIA	2,800.00			
97623	9/15/2009	988 UPSTART	71.94			
97624	9/15/2009	78 WASTE MANAGEMENT NEBRASKA	871.65	COUNCIL MEMBER		
97625	9/15/2009	968 WICK'S STERLING TRUCKS INC	173.80			

BANK TOTAL	191,163.71
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OUTSTANDING	191,163.71
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CLEARED	.00
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VOIDED	.00
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COUNCIL MEMBER

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	104,431.24	104,431.24	.00	.00
02 SEWER FUND	42,341.34	42,341.34	.00	.00
04 BOND(S) DEBT SERVICE FUND	250.00	250.00	.00	.00
05 CONSTRUCTION	25,928.28	25,928.28	.00	.00
08 LOTTERY FUND	10,538.36	10,538.36	.00	.00
09 GOLF COURSE FUND	7,674.49	7,674.49	.00	.00

REPORT TOTAL	191,163.71
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OUTSTANDING	191,163.71
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CLEARED	.00
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VOIDED	.00
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+ Gross Payroll 9-4-09	<u>214,491.13</u>
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GRAND TOTAL	<u>\$405,654.84</u>
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COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
RENTAL INSPECTION PROGRAM — ORDINANCE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing was held on August 4, 2009. On August 18, 2009 the Council passed first reading of an ordinance to adopt the proposed Rental Inspection Program. On September 1, 2009 the Ordinance was tabled until the September 15, 2009 meeting.

FISCAL IMPACT

The current Occupation Tax for leasing of rental property is proposed to be deleted in the Master Fee Ordinance and replaced with the licensing fees under the Rental Inspection Program. The fees are intended to be comparable.

RECOMMENDATION

It is recommended that action on this item be tabled to the October 6, 2009 meeting to allow time to meet with representatives of operation landlord.

BACKGROUND

A public hearing regarding the proposed Rental Housing Inspection Program was held on August 4, 2009. On August 18, 2009, the Council approved first reading of the ordinance. On September 1, 2009 the Ordinance was tabled until the September 15, 2009 meeting.

The purpose of Rental Housing Inspection Program is to proactively identify blighted, deteriorated and substandard rental housing stock and to ensure the rehabilitation or elimination of such housing that does not meet minimum standards. Not only do these standards address life, health and safety issues, but also the results of deferred or inadequate maintenance. The program is intended to assure the preservation of the existing housing supply, help maintain property values, and maintain a safe and healthful living environment.

Adoption of the program is consistent with the City's Comprehensive Plan and was an objective of the City's 2009 Strategic Plan.

ORDINANCE NO. 1095

AN ORDINANCE TO ADOPT AND CODIFY A RENTAL LICENSING AND INSPECTION PROGRAM AS SECTION 150.6 OF THE LA VISTA MUNICIPAL CODE; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

I. That the rental inspection program set forth below is hereby adopted, enacted and codified as Section 150.6 of the La Vista Municipal Code.

SECTION 150.6: RENTAL INSPECTION PROGRAM

Section

150.60	Establishment of Rental Inspection Program
150.61	Findings, Purpose and Intent of Rental Inspection Program
150.62	Scope
150.63	Definitions
150.64	Rental license
150.65	Rental license application requirements
150.66	Inspections
150.67	Inspection access
150.68	Local agent required
150.69	Violations, offenses, remedies and special rules

Section 150.60. ESTABLISHMENT OF RENTAL INSPECTION PROGRAM.

A Rental Inspection Program is hereby established for the City of La Vista, Nebraska pursuant to authority granted by Nebraska law, as adopted or amended from time to time, including, but not limited to, Neb. Rev. Stat. Section 16-246.

Section 150.61 FINDINGS, PURPOSE AND INTENT OF THE RENTAL INSPECTION PROGRAM.

The Mayor and City Council make the following findings:

- (1) Much of the original housing of the City is approaching 50 years of age. As housing ages, there is an increasing need for regular monitoring and action to maintain it and keep the City's neighborhoods in good, safe and sanitary condition and repair.
- (2) A significant portion of the original housing and neighborhoods of the City have transitioned from owner occupied to rental homes, making consistent monitoring and necessary maintenance more difficult.
- (3) Transition to rental properties can be a significant factor contributing to the risk of deteriorating conditions of original housing and neighborhoods of the City.

- (4) Multi-unit residential apartment complexes have been constructed in and around the City in recent years.
- (5) Failure to properly maintain multi-unit apartment complexes places multiple tenants at risk.
- (6) In cases of both single family and multi-unit residential housing, failure to properly maintain can have a deleterious affect and be a significant contributing factor to the decline of entire neighborhoods.
- (7) Tenants of rental housing can face landlord resistance to needed maintenance or repairs; and tenants might be reluctant to report deficiencies to landlords.
- (8) A program that encourages regular maintenance and repair of rental dwellings is in the public interest, good for tenants and neighborhoods in which such properties are located, and in the interests of all residents of the City to keep them in safe, sanitary, and properly maintained condition. Livable housing and neighborhoods also sustain the City's property tax base.

Based on the foregoing, the Mayor and City Council have determined that it is necessary, desirable, appropriate and in the public interest to implement a uniform rental housing licensing and inspection program.

The purpose of this Rental Inspection Program is to provide for licensing and inspection of rental dwellings to promote compliance with the International Property Maintenance Code (IPMC) and other applicable laws, and to require property owners of rental dwellings, including single-family rental dwellings, to obtain licenses for the occupancy of rental dwellings. The intent of this Rental Inspection Program includes:

- (1) Promoting the health, safety, and welfare of the persons living in and near rental dwellings;
- (2) Preserving of the existing housing supply and neighborhoods;
- (3) Helping to maintain property values and the City's tax base;
- (4) Working toward preventing or eliminating substandard and deteriorating rental housing; and
- (5) Maintaining a living environment that contributes to healthful individual and family living.

Section 150.62 SCOPE.

This Section 150.6 applies to any rental dwelling within the corporate limits of the City of La Vista, Nebraska, with the following exceptions:

- (1) Nursing care and rehabilitation facilities, and assisted living facilities, as defined in the La Vista Zoning Ordinance; and,
- (2) Hotels and motels, as defined in the La Vista Zoning Ordinance.

Section 150.63 DEFINITIONS. Unless otherwise provided herein either expressly or by the context, the following terms shall have the corresponding meanings when used in this Section 150.6:

“BUILDING OFFICIAL” means the Chief Building Official of the City of La Vista or his or her designee.

“EFFECTIVE DATE” means the effective date of this Section 150.6, which shall be January 1, 2010.

“FOLLOW-UP INSPECTION” means an inspection performed by the Building Official subsequent to the identification of a violation, the purpose of which is to determine whether the violation has been corrected.

“IPMC” means the International Property Maintenance Code, published by the International Code Council (ICC), as from time to time adopted, amended or superseded by the City of La Vista. The terms of the IPMC are incorporated herein by this reference.

“MAJOR CODE VIOLATION” means a defect that poses a significant risk of danger, harm or damage to the life, health, safety or welfare of the tenant, passersby, occupants or visitors of the rental dwelling or other property, the environment or general public.

“MINOR CODE VIOLATION” means a defect other than that of a major code violation described above; provided, however, that the Building Official may determine that multiple minor code violations cumulatively constitute a major code violation and the violations and rental property or rental dwelling will be categorized accordingly.

“PERSON” means any individual, corporation, partnership, limited liability company, trust or any other entity or association.

“PRIMARY INSPECTION” means an initial interior and/or exterior inspection for compliance with the IPMC and any other applicable requirements performed by the Building Official upon submission of an application for a rental license or renewal thereof.

“PROPERTY MANAGER” means a person responsible for the management of the rental dwelling other than the property owner. A property manager shall be deemed to be the property owner’s agent for purposes of this Section 150.6 unless the property owner otherwise advises the City in writing.

“PROPERTY OWNER” means any person holding legal title to a rental dwelling or rental property as recorded with the Sarpy County Register of Deeds, or otherwise having control of the rental dwelling as guardian, conservator, receiver, trustee, executor, administrator or other similar representative capacity of any such person or his or her estate, to the extent proof of such control is presented to the satisfaction of the Building Official; provided, however, that the term “property owner” does not include any person whose only interest in a rental dwelling is as a tenant pursuant to a lease.

“PROPERTY OWNER’S AGENT” means a person designated by a property owner as an agent to act on behalf of and bind the property owner in all matters arising out of or under this Section 150.6, except to the extent such authority shall be expressly limited as provided in writing to the

Building Official. A property manager shall be deemed to be the property owner's agent for purposes of this Section 150.6 unless the property owner otherwise advises the City in writing.

"RENTAL DWELLING" means one or more rooms for lease in an enclosed structure arranged, designed, and intended for use as a residence or living quarters for shelter, cooking, eating, sanitation and/or sleeping by one or more persons who are not its owners and contained within a rental property as defined herein. In the case of a building containing multiple rental dwellings, each separately identifiable unit for lease shall constitute a rental dwelling separate from all other rental dwellings. Provided, however, for purposes of inspections and compliance under this Section 150.6, a rental dwelling shall include all accessory buildings, common areas, facilities, structures, fixtures, equipment, appurtenances and improvements of, to or servicing any such rental dwelling, and premises on, in or over which any such rental dwelling, buildings, common areas, facilities, structures, fixtures, equipment, appurtenances or improvements are located.

"RENTAL LICENSE" means a license issued to the property owner by the City of La Vista authorizing the occupancy of a rental dwelling pursuant to a lease.

"RENTAL PROPERTY" means a structure with one or more rental dwelling leased for occupancy.

"TRANSFER" means when a property owner discontinues operation of a rental dwelling, or sells, gives or disposes of a rental dwelling to any other person, or a rental dwelling is in any other manner voluntarily or involuntarily transferred or conveyed to any other person.

Other terms used in this Section 150.6 and not expressly defined herein, but defined in Section 202 of the IPMC, shall have the meaning as set forth in said Section 202, unless otherwise provided by the context.

Section 150.64 RENTAL LICENSE.

(A) Rental License Required.

(1) **General Rule.** On and after the effective date of this Section 150.6, no person shall lease or continue to lease a rental dwelling to any other person unless a rental license is in effect for the rental dwelling. The following are the requirements for a rental license:

- (a) Satisfaction of all application-related requirements for a rental license;
- (b) Payment of all applicable application and inspection fees and other amounts;
- (c) Satisfaction of all inspection-related requirements; and
- (d) Ongoing compliance with all requirements of this Section 150.6;

all of which as further provided in this Section 150.6.

(2) **Duration of License.** Rental licenses required herein shall expire annually on the last day of the month of March. Provided, however, see Subsection (B)(2) below for extension of the term of a license for which an application to renew has been timely made.

(B) Special Rules.

- (1) **Multiple Unit Apartment Buildings.** A rental license shall be required for each rental dwelling covered by a separate lease. Provided, however, that the Building Official may for administrative convenience include in a single license all rental dwellings of a multi-unit building for which a license is granted; though by doing so, the Building Official shall not be prohibited from dealing under this Section 150.6 with each rental dwelling of the building as separately licensed.
- (2) **Licensing Term Prolonged Pending Inspection upon Application for Renewal.** The term of a rental license shall be prolonged and the property owner shall be permitted to continue operation of the rental dwelling beyond the last day of March of any year that an inspection is required of the dwelling pursuant to Section 150.66(B) below, provided that applicant has satisfied all application requirements pursuant to Section 150.65 in a timely manner and is waiting for inspection, and so long as "a" and "b" below are satisfied.
 - (a) The Building Official is provided access to the rental dwelling for inspection either by voluntary consent or pursuant to a warrant or other court order in accordance with applicable law.
 - (b) There is no finding of a major code violation of the IPMC in effect with respect to the rental dwelling on the date specified in the first sentence of Subsection (A)(2) above or anytime during the period the license term is extended pursuant to this Subsection (B)(2).

Extension of a license term in any case shall cease no later than the Building Official's inspection and grant or denial of renewal of the rental license.

(C) Ongoing Compliance Required. To maintain a rental license in effect requires ongoing compliance with applicable requirements of this Section 150.6 and other laws, rules and regulations during the duration of the license, including ongoing compliance with the IPMC and other requirements that are the subject of periodic inspections hereunder or under other applicable laws, rules or regulations. Any deficiency or failure to comply shall be subject to such actions, orders, rights and remedies of the Building Official as set forth in this Section 150.6, the IPMC or other applicable laws, rules or regulations as enacted or amended from time to time, up to and including suspension or revocation of a rental license, charges, and issuance or assessment of citations, fines, penalties and orders related to violations and to vacate the premises, all of which shall be carried out in accordance with applicable law.

(D) Transfers of Rental Dwellings. In the event a property owner transfers a rental dwelling within the meaning of Section 150.63 above, and the subject property remains a rental dwelling, the current license may be continued by the new property owner for the remaining duration of the license for the dwelling if the new property owner files a properly completed application described in Section 150.65 below within 30 days after the transfer. No additional fees are necessary for continuing a license for the remaining license period. However, the new property owner shall take all actions as and when required to renew the license and maintain it in effect, including paying all fees and other amounts specified in this Section 150.6. A rental license shall not be transferred to any other rental dwelling unit.

Section 150.65. RENTAL LICENSE APPLICATION REQUIREMENTS.

(A) General Rule. Application for a rental license satisfying the requirements of this Section 150.6 shall be filed with the City of La Vista and be accompanied by all applicable licensing and inspection fees as described herein and/or established by the master fee ordinance from time to time.

(B) License Application Deadline.

(1) General Rule. Except as provided in "2" immediately following, an application for a rental license and applicable fees shall be filed and paid by the first day of March, annually.

(2) Special Rule Application for a rental license for a rental dwelling completed or converted to a rental dwelling after the effective date of this Section 150.6, as defined in Section 150.63 above, shall be filed and the applicable fees paid within 30 days after the completion of or conversion to a rental dwelling and prior to occupancy. Subsequent applications and fees shall be filed and paid within the time specified in "1" immediately above.

(C) Required License Application Information. Application for a rental license shall be made in such manner as determined from time to time by the Building Official and include the following information:

(1) Name, street address, telephone number, and e-mail address (if applicable) of the property owner of the rental dwelling (and rental property, if different);

(2) If different than "1" above, name, street address and telephone number of the property manager of the rental dwelling (or rental property, if different), as defined in Section 150.63.

(3) Name, street address, telephone number, and e-mail address (if applicable) of the property owner's agent, if applicable. Unless otherwise specified by the property owner in writing, the property manager shall be deemed to be the property owner's agent for purposes of this Section 150.6.

(4) Legal address of the premises;

(5) Number of rental dwellings in each building within the rental property;

(6) Occupancy as permitted under the Zoning Ordinance, or as specified in the certificate of occupancy;

(7) Signed statement of property owner and property manager indicating that the property owner and property manager are aware of the occupancy requirements of the Zoning Ordinance or Building Code and the legal ramifications for knowingly violating said codes;

- (8) The name and address of the registered agent, if the property owner is not an individual and is required by applicable law to have a registered agent;
- (9) Proof of pest extermination, pursuant to Section 308.2 of the IPMC; and
- (10) Such other information as the Building Official from time to time determines necessary in accordance with the purpose and intent of this Section 150.6.

(D) License Fees. Rental license fees shall be in such amounts as provided in the master fee ordinance from time to time. If a rental license is required for a rental dwelling under this Section 150.6 and the City does not receive a properly completed application for the license within thirty (30) days after the required filing date for said application as provided in this Section 150.65, an additional administrative processing fee as set forth in the master fee ordinance shall apply. This additional fee shall be in addition to the regular license fee.

Section 150.66. INSPECTIONS.

(A) Upon receipt of a properly completed application and payment of the applicable fees and other amounts for a rental license, the Building Official shall schedule and notify the property owner of a primary inspection of the property as soon as is practicable after review of the license application. At least 10 days advance written notice of the inspection shall be provided to the property owner. The property owner shall be responsible for providing its tenants proper advance written notice of inspections. If either the owner or tenant of a rental dwelling refuses to consent to an inspection, the Building Official shall obtain a warrant for the inspection in accordance with applicable law, including, but not limited to, Neb. Rev. Stat. Section 29-830 et seq.

The primary inspection will be conducted to determine if the rental dwelling satisfies all applicable requirements of the IPMC and other building-related codes or ordinances adopted or amended from time to time by the City of La Vista for the health, safety, and welfare of the persons living in and near rental dwellings. The Building Official shall be authorized to take such actions as the Building Official determines necessary or appropriate to implement, administer and carry out the inspection requirements of this Section 150.6, including, but not limited to, scheduling inspections for the efficient use of City resources.

(1) Newly Constructed Rental Dwellings. Provided the required application and fees and other amounts are filed and paid as required, a certificate of occupancy issued by the Building Official for any rental dwelling completed after the effective date of this Section 150.6 shall also satisfy the initial inspection requirement for a rental license. If filing of the application or payment of the fee is delayed, the rental dwelling shall be subject to such application, licensing, inspection and fee requirements as applicable to any other rental dwelling before a rental license is issued.

(B) All rental dwellings required to be licensed shall be classified by the Building Official based on primary inspections (with the exception of properties described in Class N) and subject to subsequent inspections as follows:

Class A - Rental dwelling with minor or no code violations; inspected two (2) years thereafter. If a minor code violation noted in a primary inspection exists upon re-inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before licensing is issued.

Class B - Rental dwelling with major code violations, follow-up inspection required before licensing is issued; inspected one (1) year thereafter; and, if no major code violations noted during the one-year inspection, inspected thereafter as a Class A rental property.

Class N - Rental dwelling newly constructed, with construction completed after the effective date of this Section 150.6; inspected three (3) years thereafter.

All inspections shall be subject to and carried out in accordance with the requirements set forth in Subsection 150.66(A) above.

(C) When the primary inspection of a rental dwelling reveals any violation of applicable requirements, a notice shall be provided to the property owner as specified in Section 107 of the IPMC. The notice shall contain a time frame set by the Building Official necessary to correct the violations based on the number and severity of the violations. Correction of minor code violations noted shall be deemed to be a condition of the license that is issued or renewed immediately following the inspection during which the violations were noted. If a minor code violation noted in a primary inspection exists upon re-inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before licensing is issued. Major code violations shall be corrected to the satisfaction of the Building Official upon re-inspection before any license is issued or renewed.

(D) A follow-up inspection of any major violation will be conducted at the end of the time frame set by the Building Official to correct the violations before a license is issued or renewed. If the Building Official finds that any such violation has not been corrected, the license or license renewal shall be denied. A major code violation after a license has been issued or renewed shall be subject to such enforcement action as determined necessary or advisable in accordance with applicable law, up to and including revocation of the license, order vacating the premises and assessment of fines and penalties.

(E) **Inspection Fees.** The primary inspection shall be conducted at no charge. All inspections of a Class B property after the primary inspection shall be charged a fee in accordance with the master fee ordinance, which fee shall be due and payable before said inspection is conducted or license for said property is issued or renewed.

(F) Inspections may also be conducted at other times as the Building Official determines necessary, including inspections on a complaint-basis.

(G) Inspections provided under this Section 150.6 shall be in addition and supplemental to any other inspection or access authorized under applicable law.

Section 150.67. INSPECTION ACCESS.

(A) It shall be the responsibility of the property owner or the property owner's agent, as defined herein, to be present at the rental property on the date and time of all primary and follow-up inspections to provide access for the inspection. Failure to be present at any primary or follow-up inspection will result in an additional administrative and rescheduling fee in accordance with the master fee ordinance, in addition to any other rights or remedies available to the City.

(B) In the case of a rental property that contains two (2) or more buildings, the Building Official shall inspect no less than two (2) rental dwellings within the building each time an

inspection is required hereunder. Multifamily complexes shall be dealt with as a single property. The property owner or the property owner's agent, as defined herein, shall be prepared to show the units specified in the notice of inspection.

(C) If any property owner, tenant, or other person lawfully in control of a rental property or a rental dwelling contained therein fails or refuses to consent to access and entry to the rental property or rental dwelling under its/his/her ownership or control for any inspection pursuant to this Section 150.6, the Building Official shall apply for and obtain a warrant or other appropriate court order authorizing such inspections in accordance with applicable law, including but not limited to, Neb. Rev. Stat. Section 29-830 et seq. Failure or refusal of a property owner to provide notice of inspection to tenants, or obstruction by a property owner, tenant or other person of an inspection authorized by a legally enforceable warrant or other court order, shall be grounds for denial or revocation of the rental license or renewal thereof, in addition to any other rights or remedies of the City under applicable law.

(D) Access requirements of this Section 150.6 shall be in addition and supplemental to any other access authorized under applicable law.

Section 105.68. LOCAL AGENT REQUIRED.

The property owner of any rental property or rental dwelling covered by this Section 150.6 shall be available to the tenant to respond to an emergency on a twenty-four (24) hour basis. This requirement may be met by maintaining an operating business or residence within sixty (60) miles of the property at which the property owner or property owner's agent is regularly present, or by use of a responsible local agent who resides within Sarpy County or an adjoining county; any of whom can be contacted on a twenty-four (24) hour basis. If the property owner's agent or a local agent is used, the property owner shall provide the City with the name, address, and telephone number of the property owner's agent or local agent in addition to owner information. A post office box, mailing address, or toll free numbers shall not be deemed sufficient to meet the provisions of this section.

Section 150.69. VIOLATIONS, OFFENSES, REMEDIES AND SPECIAL RULES. In addition to other provisions of this Section 150.6:

(A) If a rental license is required under this Section 150.6 and the same is not obtained or is revoked for failure to comply with any requirement of this Section 150.6, or the property fails upon inspection to meet applicable requirements, the procedures and penalties for noncompliance shall be as set forth in Section 106 of the IPMC or provided by other applicable law.

(B) Notice of violations of the provisions of the IPMC and/or other applicable codes or ordinances issued by the Building Official pursuant to this Section 150.6 shall be divided into either of the following categories:

(1) **Major Code Violation** shall have the meaning in Section 150.63.

(2) **Minor Code Violation** shall have the meaning in Section 150.63.

(C) Such violations shall be cited in the notice of violation as major or minor code violations, and the nature of the violations and time allotted for repair shall be specified on the notice. Correction of minor code violations noted shall be deemed to be a condition of the license

that is issued or renewed after the inspection during which the violations were noted. If a minor code violation noted in a primary inspection exists upon re-inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before licensing is issued. Major code violations shall be corrected to the satisfaction of the Building Official upon re-inspection before any license is issued or renewed. After the time specified for correction, the Building Official shall re-inspect the premises to confirm that the major code violations have been corrected.

(D) A rental license or license renewal may be suspended, denied or revoked by the Building Official, and an order issued by the Building Official to vacate a rental dwelling or rental property, upon the failure of the property owner to take corrective action within the specified time frame or if the rental property or rental dwelling is found to be unsafe pursuant to the IPMC, including Section 108 thereof. If a license is suspended, denied or revoked, the Building Official shall notify the property owner, in writing, of the same and the reasons therefore and any appeal rights.

(E) Other Rules.

(1) Rights and Remedies. All rights and remedies provided in this Section 150.6 shall be nonexclusive and cumulative of all other rights and remedies available at law or in equity, including, but not limited to, the IPMC.

(2) Penalties. Except as otherwise expressly provided by the IPMC or other applicable law, penalties for violations of this Section 150.6 may be as specified in Section 150.99. Each day a violation continues shall constitute a separate offense and violation subject to prosecution.

(3) No Refunds. No license or application fee or any other amount paid the City under this Section 150.6 in any case shall be refunded, including, but not limited to, fees paid in cases in which a license or renewal thereof is suspended, denied or revoked, operation of a rental dwelling is suspended, interrupted or ceases, or a rental dwelling or rental property is transferred, except to the extent equity may require as determined by the Mayor and City Council in their sole discretion.

(4) Notice and Other Rights. To the extent required by applicable law:

(a) Property owners and other interested persons shall be provided notice of actions or determinations of the Building Official, including actions or determinations to grant, deny, suspend or revoke a rental license or renewal thereof; and

(b) Actions or determinations of the Building Official shall be subject to any applicable procedural requirements including any rights of appeal pursuant to the IPMC or other applicable law.

II. REPEAL OF CONFLICTING PROVISIONS. Any conflicting provision of any previously enacted ordinance is hereby repealed.

III. SEVERABILITY. 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, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

IV. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

K:\APPS\CITYHALL\ORDINANCES\1095 Rental Inspection Program

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
FISCAL YEAR 09/10 MASTER FEE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

The following item has been prepared for Council consideration:

- Third and final reading of the Master Fee Ordinance.

FISCAL IMPACT

The FY10 Budget was passed at the September 1, 2009 City Council Meeting.

RECOMMENDATION

Approval.

BACKGROUND

The City Council held budget workshops on July 13, and 14, 2009. The proposed budget ordinance and Master Fee ordinance were prepared based on the discussions from these meetings.

The fees for the Rental Inspection Program have been taken out of the Master Fee Ordinance until such time as action is complete with regard to the program.

ORDINANCE NO. 4066

AN ORDINANCE TO AMEND ORDINANCE NO.40441066, 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	
General	2006 Uniform Administrative Fee
Commercial/Industrial	2006 Uniform Administrative Fee
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Gateway Corridor District (non-refundable) <u>(Additional Fee @1/2 for review of revised plans)</u>	\$1,000-Bldgs 24,999 sq. ft. or less \$2,000 Bldgs 25,000 – 49,999 sq. ft. \$3,000 Bldgs 50,000 -100,000+ sq.ft. \$4,000 Bldgs 100,000 + sq.ft
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500
Re-inspection Fee	\$4750
Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit <i>(includes tents, greenhouses, event structures)</i>	\$ 50 plus \$10/day
Sign Permit	\$150/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
Temporary Sign Permit	\$ 30
Tower Development Permit	\$1000
Tarp Permit(<u>valid for 6 months</u>)	\$ 27.5028
Bird Permit	\$ 27.5028
Solar Panel Permit	\$ 27.5028
Satellite Dish Permit	\$ 27.5028
Wading/Swimming Pools at residence	\$ 27.5028
Dedicated Electrical circuit for pumps	\$ 27.5028
Mechanical Permits	2006 Uniform Administrative Fee
Plumbing Permits	2006 Uniform Administrative Code Fee
Sewer Repair Permit	\$28
Backflow protector permit	\$ 28 (\$20 permit & \$8 backflow)

Master Fee Schedule 08/09/09/10 Fiscal Year

Underground Sprinklers	\$ 28 (\$20 issue fee & \$8 fixture)
Electrical Permits	2006 Uniform Administrative Fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$300,000 bodily injury insurance Certificate <u>per each occurrence</u> 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	\$ 27.50 <u>28.00</u>
Sidewalks	\$ 27.50 <u>28.00</u>
Driveway Replacement	\$ 27.50 <u>28.00</u>
Driveway Approach w/o curb cut or grinding	\$27.50 <u>28.00</u> With curb requiring cut plus the 4' apron on each side) Contractor (Contractor performs curb cuts or grind) \$ 28.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$35 + \$4/ft (\$25 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$35 + \$5/ft (\$25 set up fee; \$10 permit fee)
Contractor (Contractor performs curb cuts)	\$ 27.50 plus \$1.00/ft.
Curb-Grinding Permit Fee	
City charge (if City performs curb grinds)	\$ 35 + \$5/ft (\$25 set up fee; \$10 permit fee)
Contractor (Contractor is performing curb grinds)	\$ 15 + \$1.00/ft.
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 25 <u>28.00</u> /Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250
<u>GRADING PERMIT FEES</u>	
10 acres or less	\$ 500
More than 10 acres	\$1,000
<u>ZONING FEES</u>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment	\$500
Zoning Text Amendment	\$500
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300 + \$25.00 Application Fee
Conditional Use Permit (more than 1 acre)	\$500 + \$25.00 Application Fee
Conditional Use Permit Amendment	\$200 + \$25.00 Application Fee
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	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

OCCUPATION TAXES

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 W Wholesale Beer License Holder	\$500
Class X Wholesale Liquor License Holder	\$1000
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
Class AK Liquor License Holder	\$200
Class ABK Liquor License Holder	\$400
Class BK Liquor License Holder	\$200
Class CK Liquor License Holder	\$600
Class DK Liquor License Holder	\$400
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$700
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$900
Class IK Liquor License Holder	\$500
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
(These fees are in addition to the State Fee Requirement)	
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)	
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fee for Restaurant or Bar if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability, \$300,000 bodily injury insurance certificate
Convenience stores	\$ 75
Convenience store with car wash	\$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	\$25
Home Occupation 1 and Child Care Home	\$50
Home Occupation 2	\$35
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.

Leasing—Persons, firms, partnerships or corporations engaged in the business of owning and leasing or of leasing apartments, duplexes and all other rental properties shall pay .006 per square foot of each square foot of living space leased or subject to being

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

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

Recreation businesses - indoor and outdoor \$100

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

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

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

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

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

Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash	
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts	
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	
Whenever two or more classifications shall be applicable to a business, the classification resulting in the highest Occupation Tax shall apply.		

OTHER FEES

Barricades		
Deposit Fee(returnable)	\$ 60/barricade	
Block Parties/Special Event	\$ 5/barricade per day	
Construction Use	\$25 ea. (5 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	
Kennel or Cattery License (if allowed by zoning)	\$100/year	
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	
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	\$12.50/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape

Master Fee Schedule 08/09/09/10 Fiscal Year

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"
Ward Map	\$30	36"x120"
	\$ 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 $\frac{1}{4}$ hour. Mileage will be charged at \$8.00 per mile per vehicle.

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

Equipment Charges:	
Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10
Air Bags	\$50

High Lift Jack	\$20
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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	\$240
BLS Emergency Base	\$360
ALS Non Emergency Base	\$330
ALS Emergency Level I	\$450
ALS Emergency Level 2	\$575
Specialty Care (Interfacility)	\$650
Mileage Rural	\$ 10
Rescue Squad Response (without transport)	\$125

LIBRARY FEES

Membership (Non-Resident Family)	\$ 50
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
Copies	
Inter-Library Loan	\$2.00/transaction
Lamination – 18" Machine	\$1.00 per foot
Lamination – 40" Machine	\$4.00 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
<u>Community Center</u>	

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business</u>
<u>Groups</u>			
Facility Rental			
Gym (1/2 Court)	\$ 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

Facility Usage		
Daily Visit (Over age 19)	\$ 2.00	\$ 4.00
Daily Visit (Seniors +55)	\$ -0-	\$ 1.50
Fitness Room (Over age 19)		
(Mon - Fri 8:00 -5:00 pm)		\$ 2.00/Visit
Gym (Over age 19)		
(Mon - Fri 8:00 -5:00 pm)		\$ 2.00/Visit
Summer Vacation Fun		
Days/Adventure Trips	\$ 20	
3-Day Sport Camps	\$ 15/Each	\$ 25/Each
	\$ 30/All Four	\$ 55/All Four
Ind. Weight Training		

Classes	\$ 25
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Local Motion Exercise Club	\$ 25/Year
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Variety of programs as determined by the Recreation Director	Fees determined by cost of program
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Classes	Contractor	City
	75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

	Resident	Non-Resident
Tournament Fees	\$ 30/Team/Tournament \$ 30/Field/Day	\$ 30/Team/Tournament \$ 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	\$30/2 hours	\$40/2 hours
Park Shelters	\$10 15 /3 hours	\$20 25 /3 hours

	Resident	Non-Resident
Swimming Pool		
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 1.50	
Family Season Pass	\$ 90	\$150
Youth Season Pass	\$ 50	\$ 80
Adult Season Pass	\$ 60	\$ 90
30-Day Pass	\$ 45	\$ 75
Season Pass (Day Care)	\$250	\$250
Swim Lessons	\$ 25	\$ 50

	Resident	Non-Resident
Youth Recreation Programs		
Coed Softball/Baseball Ages 5-6	\$ 30	\$45
Coed Softball/Baseball Ages 7-8	\$ 30	\$45
Coed Softball/Baseball Ages 9-10	\$ 40	\$60
Coed Softball/Baseball Ages 11-12	\$ 50	\$80
Coed Softball/Baseball Ages 13-14	\$ 65	\$85
Coed Softball/Baseball Ages 15-16	\$ 85	\$115
Baseball Ages 17-18	\$100	\$150
Softball Ages 15-16	\$75	\$105
Softball Ages 17-18	\$80	\$130
Wrestling	\$40	\$65
Tackle Football	\$ 95	\$125

Basketball Clinic	\$ 15	\$20
Basketball Ages 9-10	\$ 45	\$55
Basketball Ages 11-12	\$ 45	\$55
Soccer	\$ 30	\$50
Flag Football	\$ 30	\$50
Volleyball	\$ 30	\$50
Cheerleading	\$ 25	\$45
Start Smart	\$ 15	\$20

Uniform Deposit Fee		
Wrestling	\$ 40	\$ 40
Basketball	\$ 40	\$ 40
Tackle Football	\$160 180	\$160 180
Baseball Ages 9 - 12	\$ 20	\$ 20
Baseball Ages 13-18	\$ 50	\$ 50
Softball Ages 11-14	\$ 20	\$ 20

Adult Recreation Programs

Softball – Single	\$200	\$200
Softball – Double	\$400	\$400
Basketball	\$135	\$135
Volleyball	\$100	\$100
Fall Softball – Single	\$110	\$110
Fall Softball – Double	\$220	\$220
Summer Softball – Single	\$ 80	\$ 80
Summer Basketball	\$ 70	\$ 70

Golf Green Fees**October 1st – February 28th**

9-hole Weekdays (adults)	\$ 7.00
9-hole Weekends – Sa - Su (adults)	\$ 8.50
18-hole Weekdays (adults)	\$12.00
18-hole Weekends - Sa - Su (adults)	\$14.00
9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 6.00
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$11.00
Pull Carts	\$ 2.00
Rental Clubs -	\$ 7.00
Electric Carts – 9-hole	\$5.00
Electric Carts – 18-hole	\$7.00

March 1st – September 30th

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)	\$ 6.00 *
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$11.00 *
Pull Carts	\$ 2.00
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$ 6.00
Electric Carts – 18-hole	\$ 9.00

* After 3 p.m.

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 (16 over)	\$300.00
Senior (55 over)	\$200.00
Junior (15 under)	\$200.00
Family	\$600.00

Annual Cart Rental

(One Full Year from date of purchase)	
One Adult (16 over)	\$200.00
Two Adults	\$300.00

Discount Cards

(Adult Rates)	
25 rounds	\$170.00
12 rounds	\$85.00

(Jr./Sr. Rates)	
25 rounds	\$120.00
12 rounds	\$ 60.00

Special Services Van Fees

Trip within city limits (LaVista & Ralston)	\$1.00 one way
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Trip outside city limits(Determined by distance)	\$2.00-\$4.00one 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 connected directly or indirectly with the sewerage system 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 - \$5.165.57 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 - \$ 5.165.57 per month plus an amount equal to \$ 4.645.01 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 - \$ 5.535.97 per month.
 - d. The flow charge for all sewer service users shall be \$ 1.5051.6256 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	<u>\$1,0501.100</u>
Duplex	\$1,200
Multiple Family	\$ 650858/unit
Commercial/Industrial	<u>\$5,5005.973</u> /acre of land as platted

The fee for commercial (including industrial) shall be computed on the basis of \$5,500 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"		\$350
Service Line w/inside diameter of 6"		\$550
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. 987. Ordinance No. 987 as originally approved on April 4, 2006, 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) The remaining provisions of this Ordinance other than those specified in Sections 8(1) and 8(2) shall take effect upon publication.

PASSED AND APPROVED THIS 2ND 15TH DAY OF SEPTEMBER 2009.

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
CALL FOR REDEMPTION OF BONDS AND REFUNDING SERIES 2009 BOND ISSUE	◆RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing bonds called for redemption of the Various Purpose Bonds, Series 2003; Refunding Bonds, Series 2003; General Obligation Bonds, Series 2004, Sanitary Improvement District 200; and General Obligation Bonds, Series 2004, Sanitary Improvement District 218.

An ordinance has been prepared authorizing the Refunding of the 2003 \$3,300,000 G.O. Bond Issue, the 2003 \$3,570,000 Various Purpose Refunding Bond Issue, the 2004 \$2,000,000 Refunding Bond Issue and the 2004 \$2,200,000 G.O. Various Purpose Bond Issue. This will be the Refunding Bonds, Series 2009 in the principal amount not to exceed \$8,320,000.

FISCAL IMPACT

Savings of \$652,673 will be recognized over time in the Debt Service Fund as a result of the lower interest rate.

RECOMMENDATION

Approval.

BACKGROUND

The City is paying an average coupon (interest) rate of 4.5% on these current bond issues; however, with the refunding, the average coupon rate will fall to 3.5%. The refinancing of these bond issues will help build up the Debt Service Fund in order to ensure the long term sustainability of the fund and to meet the City's current and future debt obligations.

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA APPROVING THE CALL OF VARIOUS PURPOSE BONDS, SERIES 2003, FOR
REDEMPTION**

WHEREAS, The following bonds of the City are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$2,945,000 in principal amount of Various Purpose Bonds, Series 2003, maturing July 15, in each year from July 15, 2011 through July 15, 2023, date of original issue—July 15, 2003, numbered as shown on the records of the Paying Agent and Registrar therefore such amount being a portion of the bonds of said issue remaining outstanding.

WHEREAS, Said bonds may be presented for payment at the office of the Treasurer of the City of La Vista, Nebraska.

WHEREAS, The Mayor or City Clerk of the City (each, an “Authorized Officer”) are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the “Designation of Call Date”), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that a copy of this resolution may be filed immediately with the Treasurer of the City of La Vista, Nebraska, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. The Treasurer of the City of La Vista, Nebraska is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

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

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF REFUNDING BONDS, SERIES 2003, FOR REDEMPTION

WHEREAS, The following bonds of the City are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$2,005,000 in principal amount of Refunding Bonds, Series 2003, maturing November 15, in each year from November 15, 2010 through November 15, 2019, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding.

WHEREAS, Said bonds may be presented for payment at the office of the Treasurer of the City of La Vista, Nebraska.

WHEREAS, The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that a copy of this resolution may be filed immediately with the Treasurer of the City of La Vista, Nebraska, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. The Treasurer of the City of La Vista, Nebraska is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF REDEMPTION GENERAL OBLIGATION BONDS, SERIES 2004 SANITARY AND IMPROVEMENT DISTRICT NO. 200 OF SARPY COUNTY, NEBRASKA ANNEXED BY LA VISTA, NEBRASKA

WHEREAS, The following bonds of the City are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$1,725,000 in principal amount of General Obligation Bonds, Series 2004, issued by Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, maturing September 15, in each year from September 15, 2011 through September 15, 2024, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding. Said Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, has been annexed by the City of La Vista and such obligations are now obligations of the City of La Vista, Nebraska.

WHEREAS, Said bonds may be presented for payment at the office of Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar.

WHEREAS, The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that a copy of this resolution may be filed immediately with Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF REDEMPTION GENERAL OBLIGATION BONDS, SERIES 2004 SANITARY AND IMPROVEMENT DISTRICT NO. 218 OF SARPY COUNTY, NEBRASKA ANNEXED BY LA VISTA, NEBRASKA

WHEREAS, The following bonds of the City are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$1,545,000 in principal amount of General Obligation Bonds, Series 2004, issued by Sanitary and Improvement District No. 218 of Sarpy County, Nebraska, maturing April 15, in each year from April 15, 2011 through April 15, 2024, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding. Said Sanitary and Improvement District No. 218 of Sarpy County, Nebraska, has been annexed by the City of La Vista and such obligations are now obligations of the City of La Vista, Nebraska.

WHEREAS Said bonds may be presented for payment at the office of Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar.

WHEREAS The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that a copy of this resolution may be filed immediately with Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009
CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2009, OF THE CITY OF LA VISTA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS (\$8,320,000) TO REFUND CERTAIN OUTSTANDING DEBT OF THE CITY OF LA VISTA; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. (a) The Mayor and Council of the City of La Vista, Nebraska (the "City") hereby find and determine that there have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds issued by the City consisting of Various Purpose Bonds, Series 2003, in the total remaining principal amount of \$3,125,000 (the "2003 Various Purpose Bonds") which mature and bear interest as follows:

<u>Principal Amount</u>	<u>Maturing July 15</u>	<u>Interest Rate</u>
\$180,000	2010	2.85%
180,000	2011	3.15
190,000	2012	3.25
195,000	2013	3.40
200,000	2014	3.55
205,000	2015	3.70
215,000	2016	3.85
225,000	2017	4.05
230,000	2018	4.15
240,000	2019	4.25
250,000	2020	4.35
260,000	2021	4.45
270,000	2022	4.45
285,000	2023	4.45

which 2003 Various Purpose Bonds became callable anytime on or after July 15, 2008, at par plus accrued interest to the date fixed for call; that the 2003 Various Purpose Bonds maturing in the year 2010 will be paid by the City on their regular maturity date, and the \$2,945,000 of 2003 Various Purpose Bonds maturing in the years 2011 through 2023 (the "Called 2003 Various Purpose Bonds") have been called for redemption by resolution of the Mayor and Council of the City (the "2003 Various Purpose Call Resolution") on such date as determined pursuant to the 2003 Various Purpose Call Resolution (the "2003 Various Purpose Redemption Date"); and that the 2003 Various Purpose Bonds are valid, interest bearing obligations of the City of La Vista, Nebraska.

The Mayor and Council hereby further find and determine that since the 2003 Various Purpose Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds, together with available funds of the City, for the payment and redemption of the 2003 Various Purpose Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City and the payment schedule

for the City's bonded indebtedness can be appropriately restructured; that the City has no bond sinking funds on hand for the retirement of the Called 2003 Various Purpose Bonds not required for the timely payment of principal and interest on bonds not being refunded or payment of part of the accrued interest due on the 2003 Various Purpose Redemption Date and, that all conditions, acts, and things required to exist or to be done precedent to the issuance of refunding bonds of the City of La Vista, Nebraska, in the principal amount of not to exceed \$2,980,000 pursuant to Sections 10-142, R.R.S. Neb. 2007, as amended, do exist and have been done as required by law.

(b) The Mayor and Council of the City hereby find and determine that there have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds issued by the City consisting of Refunding Bonds, Series 2003, in the total remaining principal amount of \$2,220,000 (the "2003 Refunding Bonds") which mature and bear interest as follows:

<u>Principal Amount</u>	<u>Maturing</u>	<u>Interest Rate</u>
\$215,000	2009	3.10%
230,000	2010	3.45
235,000	2011	3.70
245,000	2012	3.80
260,000	2013	3.90
165,000	2014	4.00
175,000	2015	4.10
175,000	2016	4.20
175,000	2017	4.30
175,000	2018	4.40
170,000	2019	4.50

which 2003 Refunding Bonds became callable anytime on or after May 15, 2008, at par plus accrued interest to the date fixed for call; that the 2003 Refunding Bonds maturing in the year 2009 will be paid by the City on their regular maturity date, and the \$2,005,000 of 2003 Refunding Bonds maturing in the years 2010 through 2019 (the "Called 2003 Refunding Bonds") have been called for redemption by resolution of the Mayor and Council of the City (the "2003 Refunding Call Resolution") on such date as determined pursuant to the 2003 Refunding Call Resolution (the "2003 Refunding Redemption Date"); and that the 2003 Refunding Bonds are valid, interest bearing obligations of the City of La Vista, Nebraska.

The Mayor and Council hereby further find and determine that since the 2003 Refunding Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds, together with available funds of the City, for the payment and redemption of the 2003 Refunding Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City and the payment schedule for the City's bonded indebtedness can be appropriately restructured; that the City has no bond sinking funds on hand for the retirement of the Called 2003 Refunding Bonds not required for the timely payment of principal and interest on bonds not being refunded or payment of part of the accrued interest due on the

2003 Refunding Redemption Date and, that all conditions, acts, and things required to exist or to be done precedent to the issuance of refunding bonds of the City of La Vista, Nebraska, in the principal amount of not to exceed \$2,030,000 pursuant to Sections 10-142, R.R.S. Neb. 2007, as amended, do exist and have been done as required by law.

(c) The Mayor and Council of the City further find and determine that there have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds issued by Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, ("SID 200") which SID 200 has been annexed by and is now incorporated into the City and the outstanding bond obligations of SID 200 are now valid obligations of the City, and said bonds of SID 200 include General Obligation Bonds, Series 2004, dated September 15, 2004, in the total remaining principal amount of \$1,810,000 (the "SID 200 Bonds") which mature and bear interest as follows:

<u>Principal Amount</u>	<u>Maturing September 15,</u>	<u>Interest Rate</u>
\$85,000	2010	3.50%
90,000	2011	3.75
95,000	2012	3.90
95,000	2013	4.05
100,000	2014	4.20
105,000	2015	4.30
110,000	2016	4.40
115,000	2017	4.50
125,000	2018	4.55
130,000	2019	4.65
760,000	2024	5.10

which SID 200 Bonds became callable anytime on or after September 15, 2009, at par plus accrued interest to the date fixed for call; that the SID 200 Bonds maturing in the year 2010 will be paid by the City on their regular maturity date, and the \$1,725,000 of SID 200 Bonds maturing in the years 2011 through 2024 (the "Called SID 200 Bonds") have been called for redemption by resolution of the Mayor and Council of the City (the "SID 200 Call Resolution") on such date as determined pursuant to the SID 200 Call Resolution (the "SID 200 Redemption Date"); and that the SID 200 Bonds are valid, interest bearing obligations of the City of La Vista, Nebraska.

The Mayor and Council hereby further find and determine that since the SID 200 Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds, together with available funds of the City, for the payment and redemption of the SID 200 Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City and the payment schedule for the City's bonded indebtedness can be appropriately restructured; that the City has no bond sinking funds on hand for the retirement of the SID 200 Bonds not required for the timely payment of principal and interest on bonds not being refunded or payment of part of the accrued interest due on the SID 200 Redemption Date and, that all conditions, acts, and things required to exist or to be done precedent

to the issuance of refunding bonds of the City of La Vista, Nebraska, in the principal amount of not to exceed \$1,745,000 pursuant to Sections 10-142, 10-615 and 10-616, R.R.S. Neb. 2007, as amended, do exist and have been done as required by law.

(d) The Mayor and Council of the City further find and determine that there have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds issued by Sanitary and Improvement District No. 218 of Sarpy County, Nebraska, ("SID 218") which SID 218 has been annexed by and is now incorporated into the City and the outstanding bond obligations of SID 218 are now valid obligations of the City, and said bonds of SID 218 include General Obligation Bonds, Series 2004, dated April 15, 2004, in the total remaining principal amount of \$1,625,000 (the "SID 218 Bonds") which mature and bear interest as follows:

<u>Principal Amount</u>	<u>Maturing April 15,</u>	<u>Interest Rate</u>
\$80,000	2010	3.35%
85,000	2011	3.60
85,000	2012	3.85
90,000	2013	4.05
95,000	2014	4.20
95,000	2015	4.35
100,000	2016	4.45
105,000	2017	4.55
110,000	2018	4.65
115,000	2019	4.75
120,000	2020	4.85
125,000	2021	4.95
135,000	2022	5.00
140,000	2023	5.10
145,000	2024	5.20

which SID 218 Bonds became callable anytime on or after April 15, 2009, at par plus accrued interest to the date fixed for call; that the SID 218 Bonds maturing in the year 2010 will be paid by the City on their regular maturity date, and the \$1,545,000 of SID 218 Bonds maturing in the years 2011 through 2024 (the "Called SID 218 Bonds"; and together with the Called 2003 Various Purpose Bonds, Called 2003 Refunding Bonds and Called SID 200 Bonds, the "Called Outstanding Bonds") have been called for redemption by resolution of the Mayor and Council of the City (the "SID 218 Call Resolution") on such date as determined pursuant to the SID 218 Call Resolution (the "SID 218 Redemption Date"); and that the SID 218 Bonds are valid, interest bearing obligations of the City of La Vista, Nebraska.

The Mayor and Council hereby further find and determine that since the SID 218 Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds, together with available funds of the City, for the payment and redemption of the SID 218 Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the City and the payment schedule for the City's bonded indebtedness can be appropriately restructured; that the City has no bond sinking funds on hand for

the retirement of the SID 218 Bonds not required for the timely payment of principal and interest on bonds not being refunded or payment of part of the accrued interest due on the SID 218 Redemption Date and, that all conditions, acts, and things required to exist or to be done precedent to the issuance of refunding bonds of the City of La Vista, Nebraska, in the principal amount of not to exceed \$1,565,000 pursuant to Sections 10-142, 10-615 and 10-616, R.R.S. Neb. 2007, as amended, do exist and have been done as required by law.

Section 2. To provide for the issuance of refunding bonds as authorized under Sections 10-142, 10-415 and 10-416 as described in Section 1 hereof, there shall be and there are hereby ordered issued as further authorized under Sections 18-1801 and 18-1802, R.R.S. Neb. 2007, the City's General Obligation Various Purpose Bonds, Series 2009, of the City of La Vista, Nebraska, in the principal amount of not to exceed Eight Million Three Hundred Twenty Thousand Dollars (\$8,320,000) (the "Bonds"), with said Bonds bearing interest at the rates per annum and to become due on November 15 of each year as indicated below:

<u>Principal Amount</u>	<u>Maturing</u> <u>November 15 of Year</u>	<u>Interest Rate</u>
\$635,000	2010	5.10%
645,000	2011	5.10%
655,000	2012	5.10%
675,000	2013	5.10%
585,000	2014	5.10%
605,000	2015	5.10%
620,000	2016	5.10%
635,000	2017	5.10%
650,000	2018	5.10%
660,000	2019	5.10%
520,000	2020	5.10%
545,000	2021	5.10%
570,000	2022	5.10%
320,000	2023	5.10%

provided that the Bonds may bear interest at any such lower interest rate per annum for each maturity (the principal amount for each maturity of which, mandatory redemption provisions (if any), and pricing terms as set forth in Section 8 below, may also be modified and/or determined, but in no event may the aggregate stated principal amount of the Bonds exceed \$8,320,000) as the Mayor and/or City Clerk (each an "Authorized Officer") of the City may determine in a written designation (the "Designation") on signed by an Authorized Officer on behalf of the City and which may be agreed to by D.A. Davidson & Co. (the "Underwriter"), provided that:

- (a) *the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of one percent (1.00%) of the stated principal amount of the Bonds;*
- (b) *the longest maturity of the Bonds may not be later than November 15, 2023;*
- (c) *the debt service payable on the Bonds must provide at least a net present value savings to the City over the debt service payable on the Called Outstanding Bonds; and*
- (d) *two or more of the principal maturities may be combined and issued as "term bonds" and the Authorized Officer may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated) or by the Depository (as hereinafter designated).*

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the City and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the City without further action of the Mayor and City Council.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on May 15 and November 15 of each year beginning November 15, 2009 (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued

originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Treasurer of the City of La Vista, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Treasurer shall serve in such capacities under the terms of this Ordinance subject to replacement as may be determined by the Mayor and Council. The City Treasurer, as Paying Agent and Registrar, shall keep and maintain for the City books for the registration and transfer of the Bonds at said Treasurer's office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of

the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. In addition to the mandatory sinking fund redemptions set forth in the Designation as provided for in Section 2 of this Ordinance, Bonds of this issue shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue of the Bonds at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the

office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY

GENERAL OBLIGATION VARIOUS PURPOSE BOND OF
THE CITY OF LA VISTA, NEBRASKA
SERIES 2009

No. _____	\$ _____		
<u>Interest Rate</u> %	<u>Maturity Date</u> November 15,	<u>Date of Original Issue</u> _____, 2009	<u>CUSIP</u>

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on May 15 and November 15 of each year, commencing November 15, 2009 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of the Treasurer of the City of La Vista, as the Paying Agent and Registrar, in La Vista, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City to refund a portion of the City's outstanding Various Purpose Bonds, Series 2003; a portion of the City's outstanding Refunding Bonds, Series 2003; a portion of the outstanding General Obligation Bonds, Series 2004, dated September 15, 2004, issued by Sanitary and Improvement District No. 200 of Sarpy County, which has been annexed by the City; and a portion of the outstanding General Obligation Bonds, Series 2004, dated April 15, 2004, issued by Sanitary and Improvement District No. 218 of Sarpy County, which has been annexed by the City. The issuance of this series of bonds is made in pursuance of Sections 10-410, 10-615 and 10-616, R.R.S. Neb. 2007, and under further authority for the issuance of various purpose bonds pursuant to Sections 18-1801 and 18-1802, R.R.S. Neb. 2007, as amended, and other applicable statutes and has been duly authorized by Ordinance legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City (the "Ordinance").

Bonds of this issue maturing on or after November 15, 2014 are subject to redemption at the option of the City, in whole or in part, at any time on or after _____, 2014, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. [In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$ _____ Principal Amount Maturing November 15, 20____	\$ _____ Principal Amount Maturing November 15, 20____
\$ _____ To Be Called November 15, 20____	\$ _____ To Be Called November 15, 20____
\$ _____ To Be Called November 15, 20____	\$ _____ To Be Called November 15, 20____
\$ _____ Payable November 15, 20____	\$ _____ Payable November 15, 20____

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance authorizing

said issue of bonds. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFeree OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually taxes on all the taxable property within the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal of and interest on this bond and the other bonds of said issue as the same become due.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and City Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF LA VISTA, NEBRASKA

ATTEST:

(facsimile signature)
Mayor

(facsimile signature)

City Clerk
(SEAL)

Certificate of Authentication

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of La Vista, Nebraska, described in the foregoing bond.

TREASURER OF THE CITY OF LA VISTA
LA VISTA, NEBRASKA
as Paying Agent and Registrar

(Form of Assignment)

For value received
hereby sells, assigns and transfers unto
(Social Security or Taxpayer
I.D. No.) the within bond and hereby irrevocably constitutes and appoints
, attorney, to transfer the same on
the books of registration in the office of the within-mentioned Paying Agent and Registrar with full
power of substitution in the premises.

Dated: _____

Registered Owner(s)

Signature Guaranteed

By _____

Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a letter of representations and inducement (the "Letter of Representations") in the form required by the Depository, (including any blanket letter previously executed and delivered by the City) for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such

Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to D.A. Davidson & Co., as the initial purchaser thereof, (the "Purchaser") upon receipt of _____ (which percentage/amount may be modified in the Designation to include original issue discount and/or original issue premium if determined appropriate for any maturity in connection with the determination of final interest rates and maturity schedule under the terms of Section 2 of this Ordinance) of the principal amount of the Bonds plus accrued interest thereon to date of payment of the Bonds. The Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The final terms of the Bonds shall be set forth in a Designation of Final Maturity Schedule and Interest Rates (the "Designation") executed by or on behalf of the Purchaser and on behalf of the City by the

Mayor. Such Purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. If no other written agreement for the purchase of the Bonds is executed and delivered, this Ordinance and the Designation shall constitute the bond purchase agreement between the City and the Purchaser.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the purchaser of said Bonds.

Section 10. The proceeds of the Bonds shall be applied to the payment and redemption of the Called Outstanding Bonds and to pay costs of issuance

Section 11. The Mayor and Council shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest on and principal of the Bonds when and as such principal and interest become due (including payment of mandatory sinking fund redemptions as scheduled).

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 13. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and

bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 14. The Mayor and City Council hereby authorize the approval of a Preliminary Official Statement with respect to the Bonds and the information therein contained, and the Mayor, the City Administrator and City Treasurer or any one of them is authorized to approve such Preliminary Official Statement and to approve and deliver a final Official Statement for and on behalf of the City, and said final Official Statement shall be delivered in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 15. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than \$30,000,000 during calendar 2009.

Section 16. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City, hereby agrees that it will provide the following continuing disclosure information:

(a) to the Municipal Securities Rulemaking Board (the "MSRB") and to the Underwriter, the City shall provide annual financial and operating information generally consistent with the information set forth under the heading "SELECTED FINANCIAL AND OPERATING INFORMATION" in Appendix A to the Official Statement for the Bonds and its audited financial statements; such information is expected to be available not later than seven months after the end of each fiscal year for the City. Audited financial information shall be provided for the regular City funds, proprietary funds and pension trust funds in conformity with generally accepted accounting principles.

(b) in a timely manner to the MSRB, notice of the occurrence of any of the following events with respect to the Bonds, if in the judgment of the City, such event is material:

- (1) principal and interest payment delinquencies,
- (2) non-payment related defaults,
- (3) unscheduled draws on debt service reserves reflecting financial difficulties (there are no debt service reserves established for the Bonds under the terms of the Ordinance),
- (4) unscheduled draws on credit enhancements reflecting financial difficulties (there is no credit enhancement on the Bonds),
- (5) substitution of credit or liquidity providers, or their failure to perform (not applicable to the Bonds),

- (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds,
- (7) modifications to rights of the holders of the Bonds,
- (8) bond calls,
- (9) defeasances,
- (10) release, substitution, or sale of property securing repayment of the Bonds, and
- (11) rating changes.

The City has not undertaken to provide notice of the occurrence of any other material event, except the events listed above.

(c) in a timely manner to the MSRB (as and to the extent required by the Rule) notice of any failure on the part of the City to provide required annual financial information not later than seven months from the close of the City's fiscal year.

The City agrees that all such information required to be filed with the MSRB shall be provided for filing in such format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that the foregoing covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The foregoing continuing disclosure obligations of the City shall cease when none of the Bonds remain outstanding.

Section 17. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

(SEAL)

The undersigned City Clerk of the City of La Vista, Nebraska, does hereby certify that the above and foregoing is a true and correct extract from the minutes of the City Council of the City of La Vista for the meeting indicated therein; that the subjects shown as considered in said minutes were contained in the agenda for said meeting, which agenda, kept continually current, was available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least 24 hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances, resolutions or other reproducible materials discussed at the meeting was available at the meeting for examination and copying by members of the public; that the minutes of the City Council of the City of La Vista, Nebraska from which the annexed and foregoing transcript of proceedings has been extracted, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of the City Council of the City of La Vista were provided the advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

City Clerk

[SEAL]

NOTICE OF PUBLICATION
OF ORDINANCE NO. _____
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of La Vista, Nebraska, held on Tuesday, September 15, 2009, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2009, OF THE CITY OF LA VISTA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS (\$8,320,000) TO REFUND CERTAIN OUTSTANDING DEBT OF THE CITY OF LA VISTA; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on _____, 2009. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of La Vista, Nebraska.

City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO LEASE-PURCHASE AND REFUNDING SERIES 2009 BOND ISSUE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

An ordinance has been prepared authorizing an amendment to lease-purchase agreement with Facilities Corporation with regards to the Refunding of the 2002 \$4,070,000 Police Facility Lease Purchase Bond Issue. This will be the Refunding Bonds, Series 2009 in the principal amount of \$3,050,000.

FISCAL IMPACT

Savings of \$228,512 will be recognized over time in the Debt Service Fund as a result of the lower interest rate.

RECOMMENDATION

Approval.

BACKGROUND

The City is paying an average coupon (interest) rate of 4.9% on these current bond issues; however, with the refunding, the average coupon rate will fall to 3.8%. The refinancing of these bond issues will help build up the Debt Service Fund in order to ensure the long term sustainability of the fund and to meet the City's current and future debt obligations.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE EXISTING LEASE-PURCHASE AGREEMENT WITH CITY OF LA VISTA FACILITIES CORPORATION RELATING TO THE CITY'S POLICE STATION BUILDING USED BY THE CITY OF LA VISTA, NEBRASKA; APPROVING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID AMENDMENT TO LEASE-PURCHASE AGREEMENT; AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE.

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

Section 1. The Mayor and Council hereby find and determine that City of La Vista Facilities Corporation (the "Corporation") has been formed under the Nebraska nonprofit corporation laws for the purposes of acquiring real and personal property and leasing the same to the City; that the Corporation has entered into a Lease-Purchase Agreement dated as of March 15, 2002, with the City (the "Original Agreement") whereby the City has agreed to acquire a police station facility for the City (the "Project") all pursuant to the provisions of Section 19-2421, R.R.S. Neb. 1997; that Building Bonds (La Vista Police Facility Project), Series 2002, in the aggregate principal amount of \$4,070,000, (the "2002 Bonds") were issued on behalf of the City by the Corporation in order to finance the construction of the Project, and that since the 2002 Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide for the payment and redemption of the 2002 Bonds, a substantial savings in the amount of yearly running interest will be made and the final maturity of such indebtedness may be shortened thereby reducing the amount of payments required of the City under the Lease-Purchase Agreement; that in order to issue such refunding bonds, it is necessary and advisable for the City to enter into an amendment to the Original Agreement with the Corporation (the "Amendment"; and together with the Original Agreement, the "Lease-Purchase Agreement"); that the documents necessary for the transaction have been prepared and said documents should be approved in substantially the form presented herewith and their execution authorized.

Section 2. The City of La Vista shall enter into the First Amendment to Lease-Purchase Agreement with the Corporation, whereby the Corporation will continue to lease the Project to the City and that said First Amendment to Lease-Purchase Agreement in substantially the form and content presented at this meeting is hereby approved.

Section 3. The Mayor and City Clerk of the City be and they are hereby authorized and directed to execute and deliver on behalf of the City said First Amendment to Lease-Purchase Agreement, including any necessary counterparts, in substantially the form and content as presented to this meeting, but with such changes or modifications therein (including any reductions in stated amounts of basic rentals determined based upon the terms of the bonds described in Section 4 of this Ordinance) as to them seem necessary, desirable or appropriate for or on behalf of

the City, such determination to be evidenced by the execution thereof; and said Mayor and City Clerk are further authorized and directed to execute and deliver any other documents or certificates and to do all other things necessary or appropriate in connection with said First Amendment to Lease-Purchase Agreement.

Section 4. The Mayor and Council have heretofore approved and hereby approve the formation of City of La Vista Facilities Corporation, including the Articles of Incorporation and Bylaws thereof and the three directors thereof; and further approves the First Supplemental Mortgage, Trust Indenture and Security Agreement from the Corporation in substantially the form and content presented at this meeting to be executed in favor of Bankers Trust Company, National Association, successor in interest to TeamBank, N.A., as trustee, under which Refunding Bonds (La Vista Police Facility Project), Series 2009, in the aggregate principal amount of not to exceed \$3,050,000, are to be issued, and the City hereby approves the issuance of said Refunding Bonds, in such principal amount and bearing such rates of interest as shall be approved by the Mayor and City Clerk; provided, however, the final maturity of such Refunding Bonds may not be later than March 15, 2022, and the debt service payable on the Refunding Bonds must provide at least a net present value savings to the City on its payments under the First Amendment to Lease Purchase Agreement over its payments under the Original Agreement. The Mayor and Council hereby further approve the sale of the Refunding Bonds to D.A. Davidson & Co., at the price of _____ % of the principal amount thereof (or such more favorable price as can be agreed upon) plus accrued interest to the date of purchase. The Mayor is hereby further authorized to approve a bond purchase agreement, in standard form, by and between City of La Vista Facilities Corporation and said purchaser and to approve at the time of closing of the purchase of said Refunding Bonds and approve the final form of said First Supplemental Mortgage, Trust Indenture and Security Agreement in substantially the form and content presented at this meeting, but with such changes or modifications as to him seem necessary, desirable or appropriate for or on behalf of the City, such determination to be evidenced by the execution thereof.

Section 5. The Mayor and Council hereby state that it is the intention of the City that interest on said Refunding Bonds issued by said Corporation shall be excludable from gross income under the federal income tax by virtue of Section 103 of the Internal Revenue Code of 1986, as amended, and Revenue Ruling 63-20 and Revenue Procedure 82-26 of the Internal Revenue Service and the Mayor and Council hereby authorize the Mayor, the City Clerk and the City Treasurer (or any one of more of them) to take all actions necessary or appropriate to carry out said intention and for obtaining such interest exclusion. The City hereby covenants with Corporation for the benefit of the purchasers and holders of said Refunding Bonds that it will make no use of the

proceeds of said issue, including monies held in any sinking fund for the payment of lease rentals or principal and interest on said Refunding Bonds, which would cause said Refunding Bonds to be arbitrage bonds within the meaning of Section 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended, and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to reporting and payment of rebates, if applicable. Said Refunding Bonds, as issued on behalf of the City are hereby designated by the City as "qualified tax-exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, (the "Code") and the City in connection with entering into said First Amendment to Lease-Purchase Agreement hereby covenants and warrants that it does not anticipate issuance directly by it or on its behalf of tax-exempt bonds or other tax-exempt interest bearing obligations in an amount exceeding \$30,000,000 in calendar 2009, taking into consideration statutory exceptions relating to refunding transactions. In connection with the issuance of the 2002 Bonds, the Corporation was determined to be a subordinate entity issuing bonds on behalf of the City within the meaning of Section 148(f)(4)(D)(iv) of the Code and the City irrevocably allocated \$4,070,000 in principal amount of the 2002 Bonds for the calendar year 2002 to said Corporation with respect to the 2002 Bonds pursuant to said Section 148(f)(4)(D)(iv) and determined that the City will receive substantial benefits from the issuance of said Series 2002 Bonds; and such determinations and allocations are hereby ratified and confirmed.

Section 6. The Mayor and Council hereby approves the draft Preliminary Official Statement in substantially the form and content presented at this meeting with respect to said Refunding Bonds and hereby authorizes the Mayor to approve a Preliminary Official Statement in definitive form, but with such changes or modifications as to him seem necessary, desirable or appropriate for or on behalf of the City, and further approves the final Official Statement for said Refunding Bonds with appropriate changes to reflect the final terms for said Refunding Bonds such approval to be evidenced by his execution thereof.

Section 7. The City Clerk and City Administrator are hereby designated as the initial Project Manager and Alternate Project Manager under the terms of the First Supplemental Mortgage, Trust Indenture and Security Agreement as approved in this Ordinance.

Section 8. This Ordinance shall be in force and take effect from and after its publication as provided by law.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

(SEAL)

The undersigned City Clerk of the City of La Vista, Nebraska, does hereby certify that the above and foregoing is a true and correct extract from the minutes of the City Council of the City of La Vista for the meeting indicated therein; that the subjects shown as considered in said minutes were contained in the agenda for said meeting, which agenda, kept continually current, was available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least 24 hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances, resolutions or other reproducible materials discussed at the meeting was available at the meeting for examination and copying by members of the public; that the minutes of the City Council of the City of La Vista, Nebraska from which the annexed and foregoing transcript of proceedings has been extracted, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of the City Council of the City of La Vista were provided the advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

City Clerk

[SEAL]

NOTICE OF PUBLICATION
OF ORDINANCE NO. _____
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of La Vista, Nebraska, held on Tuesday, September 15, 2009, there was passed and adopted Ordinance No. _____ entitled:

AN ORDINANCE APPROVING AN AMENDMENT TO THE EXISTING LEASE-PURCHASE AGREEMENT WITH CITY OF LA VISTA FACILITIES CORPORATION RELATING TO THE CITY'S POLICE STATION BUILDING USED BY THE CITY OF LA VISTA, NEBRASKA; APPROVING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID AMENDMENT TO LEASE-PURCHASE AGREEMENT; AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE.

Said Ordinance was published in pamphlet form on _____, 2009. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of La Vista, Nebraska.

City Clerk

K:\APPS\City Hall\ORDINANCES\La Vista Lease Purchase Police Station 2009 Refunding bond issue.DOC

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
AMEND CONDITIONAL USE PERMIT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve an amended Conditional Use Permit (CUP) for Island Bar & Grill to allow for an outdoor patio area.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval

BACKGROUND

In December of 2007, the City of La Vista approved a Conditional Use Permit allowing for a bar and grill to occupy an existing commercial building on the subject property. The approval was subject to the following applicable conditions:

- The Permitted Use will be comprised of 2,664 sq. feet of building space; all seating for the Permitted Use shall be inside the building.
- Adequate parking (22 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (104 occupants) in attendance at any one time between the hours of operation.
- No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use
-

Island Bar & Grill is requesting the proposed amendment in response to the State of Nebraska's new law banning smoking from bars and restaurants statewide. Specifically, the applicant would like to provide an area for their patrons to smoke outside of the building.

The Planning Commission held a public hearing on August 20, 2009 and recommended approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AMENDED CONDITIONAL USE PERMIT FOR FIELDS INC DBA ISLAND BAR & GRILL TO ALLOW FOR AN OUTDOOR PATIO AREA.

WHEREAS, Fields Inc, represented by Lylette Fields, on behalf of the property owner, Fantasy's Inc, has applied for an amendment to their conditional use permit for the purpose of having an outdoor patio area on Lot 2, Southport East Replat Three; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the amended conditional use permit for such purposes, subject to the following conditions:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives has been provided to the City and is attached to the permit as Exhibit "A". Specifically, based on the occupancy of the building, a minimum of 24 parking spaces shall be designated for the Permitted Use. Parking for the Permitted Use shall not overflow outside of the parking lot onto other properties.
 - b. Hours of operation for the Permitted Use will be from 7 a.m. – 1:00 a.m. seven days a week.
 - c. There will be a maximum of four (4) employees working at any given time at the Permitted Use.
 - d. The Permitted Use will be comprised of 2,664 sq. feet of building space with an additional 172 sq. feet of outdoor patio area in front of the business.
 - e. Adequate parking (24 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (113 occupants) in attendance at any one time between the hours of operation.
 - f. A black, wrought-iron fence, not to exceed 48" in height, shall be constructed around the outdoor patio area, as shown on Exhibit "B".
 - g. No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use.
 - h. The Permitted Use shall be developed and maintained in accordance with the site plan (Exhibit "A") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - i. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
 - j. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or

concrete.

- k. Landowner and Operator shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
- l. Operator shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the Premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- m. Operator hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Operator, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the Premises of any environmental or safety law, rule or regulation.

3. The Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to the Landowner and/or Operator and a reasonable time was given for Landowner and/or Operator to cure such violation.

4. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines:
(All design guidelines have been followed in original Conditional Use Permit for Fantasy's Food and Fuel)

5. The Landowner and Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the Landowner and Operator have fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at Landowner's expense within twelve (12) months of cessation of the conditional use.

6. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Operator's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Landowner's construction or placement of a storage tank, structure or other

improvement on the Premises not specified in this permit.

- d. Landowner or Operator's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

7. If the permitted use is not commenced within one (1) year from September 15, 2009, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to Landowner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

8. In the event of the Landowner's failure to promptly remove any safety or environmental hazard from the Premises, or the expiration or termination of this permit and the Landowner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the Landowner or any third party to exercise said option) cause the same to be removed at Landowner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the Landowner shall reimburse the City the costs incurred to remove the same. Landowner hereby irrevocably grants the City, its agents and employees the right to enter the Premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the Premises as necessary or appropriate to carry out any other provision of this permit.

9. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the amended Conditional Use Permit in form and content submitted at this meeting, for Fields Inc dba Island Bar & Grill, represented by Lylette Fields, for the purpose of having an outdoor patio area on Lot 2, Southport East Replat Three, subject to the conditions listed in the last recital above.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
CITY COUNCIL

STAFF REPORT

CONDITIONAL USE PERMIT AMENDMENT
ISLAND BAR AND GRILL

DATE OF HEARING:

September 15, 2009

PROPOSAL:

Addition of an outdoor seating area for the Island Bar & Grill

PROPERTY INFORMATION

APPLICANT:

Fields, Inc
Lylette Fields
7826 S. 123rd Plaza, Suites E & F
La Vista, NE 68128

PROPERTY OWNER:

Fantasy's Inc.
Ed Krause
8930 S. 137th Circle, Suite 2
Omaha, NE 68138

LOCATION AND SIZE:

7826 S. 123rd Plaza, Suites E & F
Lot 2, Southport East Replat Three
Existing business = approx. 2,700 square feet

CURRENT ZONING:

C-3, Highway Commercial / Office Park District and
Gateway Corridor District

BACKGROUND

History of Subject Properties:

In December of 2007, the City of La Vista approved a Conditional Use Permit allowing for a bar and grill to occupy an existing commercial building on the subject property. The approval was subject to the following applicable conditions:

- The Permitted Use will be comprised of 2,664 sq. feet of building space; all seating for the Permitted Use shall be inside the building.
- Adequate parking (22 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (104 occupants) in attendance at any one time between the hours of operation.
- No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use

Description of Proposed Development:

On July 14, 2009, the City of La Vista received an application from Island Bar & Grill to amend their permit to allow for an outdoor patio area. This request is in response to the State of Nebraska's new law banning smoking from bars and restaurants statewide. Specifically, the applicant would like to provide an area for their patrons to smoke outside of the building.

The construction would include a six-foot high fence, which would be required to be black wrought iron. The enclosed patio area would be 28' wide x 6' deep. The sidewalk in front is 10' wide, so a 4' wide sidewalk would still exist in front of the fence. Three tables with chairs are proposed within the enclosed patio area.

Existing Conditions of Site:

Fantasy's Food and Fuel with additional commercial flex spaces

Surrounding Area and Adjacent Neighborhoods Land Uses and Zoning:

North – C-3, PayPal;

East – C-3, Vacant;

South – C-3, Pinnacle Bank; and

West – C-3, Embassy Suites

Applicable Regulations:

Section 5.12, Zoning Ordinance, regarding C-3 Zoning District

Section 5.17, Zoning Ordinance, regarding Gateway Corridor District

Section 6.05, Zoning Ordinance, CUP Standards for Approval

Southport Architectural and Site Design Guidelines

Applicable Plans:

Island Bar & Grill Conditional Use Permit, dated December 4, 2007 (see attached)

REVIEW COMMENTS FROM CITY STAFF AND OUTSIDE AGENCIES

City Engineer, John Kottmann:

No comments received.

Chief Building Official, Jeff Sinnett

- Four foot sidewalk must be maintained in front for ADA requirements.
- Awning projection needs to meet requirements
- Only black, wrought iron type fencing is allowed in Southport

Fire Chief, Rich Uhl

No comments received.

Police Chief, Bob Lausten

No concerns with proposal.

Public Works Director, Joe Soucie

No comments received.

PUBLIC COMMENTS

No public comments or questions have been received regarding this application.

CITY PLANNER'S ANALYSIS

Land Use:

The land use is supported by the zoning district, but the applicant's CUP currently restricts outdoor seating. The intent of the proposal is not to add more seating capacity but to provide an area for customers to step outside with an alcoholic beverage.

Transportation:

The proposal requests an additional 172 square feet of gross floor area, which would require two additional parking spaces. This would increase the required allotment of 22 parking spaces to 24 parking spaces. Parking has been in an overflow situation in the past, where people have parked in the street to enter the Island Bar & Grill. This overflow parking situation tends to happen more in the early evening

hours. However, parking has not been overflowing in the past year after more bars and restaurants have been constructed in the area. There is room for two parking spaces in front of the dumpster enclosure that the applicant says her employees can park in during peak hours.

Landscaping:

The State Liquor Commission has told the applicant that the fence height is determined by the City, and it would be preferred by City staff that the fence not exceed four feet because the fence would be located in the front of the business. The Liquor Commission therefore recommends that the applicant designate the outdoor area as a “sidewalk café” to avoid more restrictive fencing requirements from the State.

Stormwater Drainage:

N/A

PLANNING COMMISSION RECOMMENDATION

Planning Commission has recommended approval of the amendment to the Island Bar and Grill's conditional use permit to allow for an outdoor patio area as proposed.

Attachments:

1. Vicinity Map
2. Amended CUP
3. Original CUP for the Island Bar & Grill, dated December 4, 2007

Prepared by:

Community Development Director Date

Island Bar & Grill
7826 So. 123rd Plz
Ste E & F
LaVista, NE 68128

Beer Garden Proposal

We would like to enclose a small area in front of our bays with a fence and allow our smoking customers to go outside with their beverage. The fence will be 6' high and made of either black metal or green vinyl, whichever the Southport Design Team prefers. There are 2 pictures of possible fences. We will have 3 small outdoor tables 24-30" round with 2-3 chairs for each. Our intention is not to increase our occupancy but to accommodate our smoking customers. Most people are not comfortable leaving their beverage unattended while they go outside.

The drawing on graph paper shows the exact measurements of the fence. The picture is just to show the front of the building. The fence shown will not look like the picture but is similar in location. The awning shown will be installed in a couple weeks.

The beer garden area will not affect any of the parking and there will be 4' to walk between the curb and the fence. There has been adequate parking with no issues this entire year.

Lylette Fields
V.P., Sec, Treas

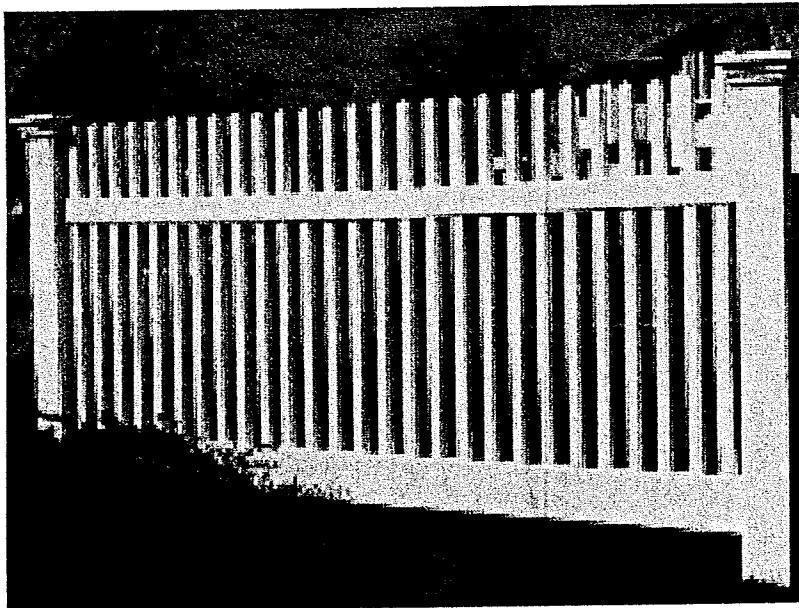
AMERICAN FENCE COMPANY

Previous



Aegis Genesis Two Rail Ornamental Fence. Ornamental Fence. Omaha, Lincoln, Sioux Falls, Grand Island, Des Moines, Nebraska, Iowa, South Dakota, Kansas Fence Contractor

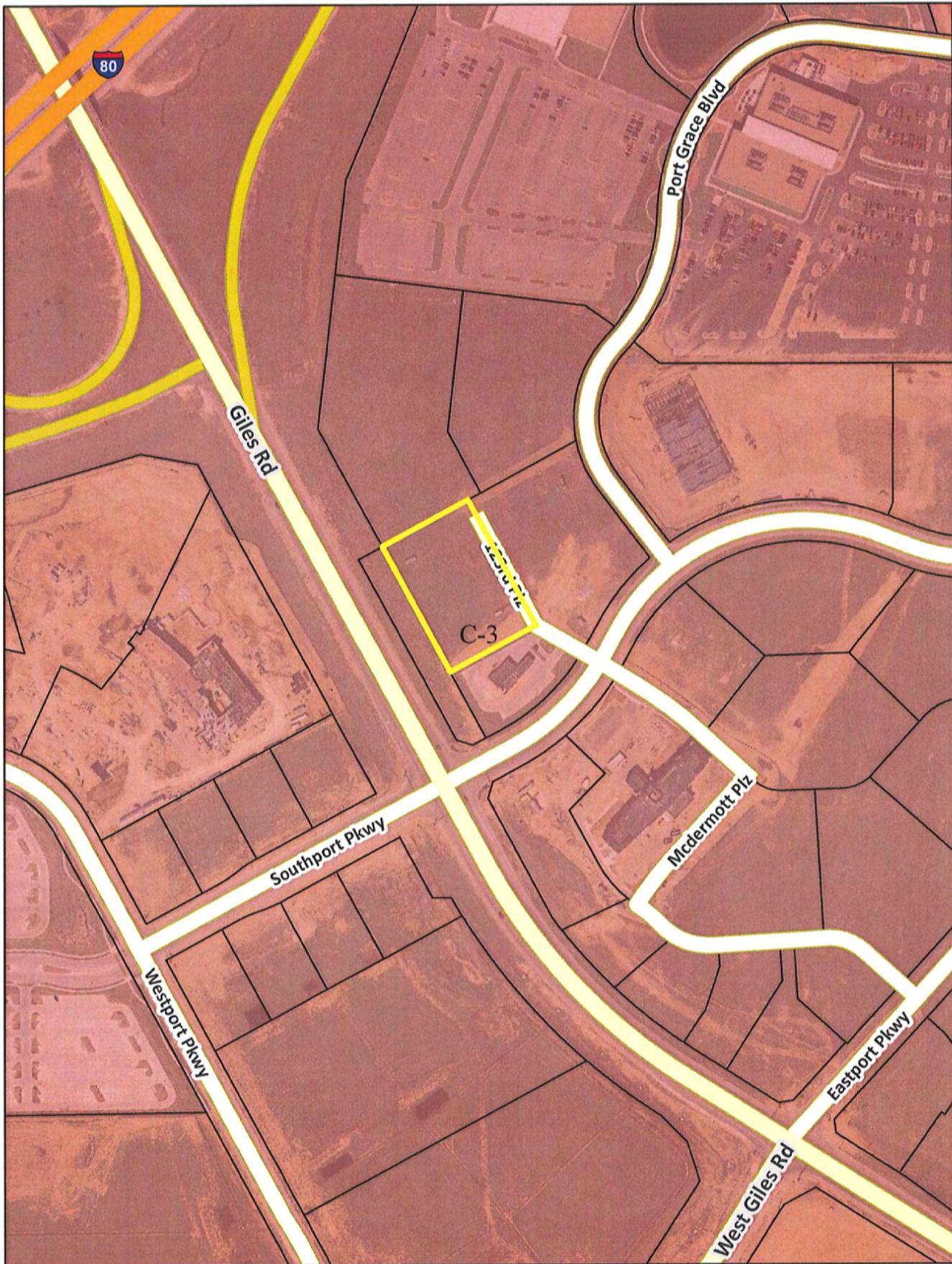
Page 1 of 1



Green Vinyl

Vicinity Map

0 250 500
Feet



Legend

- Parcels
- Island Bar & Grill



**City of La Vista
Conditional Use Permit**

Amended Conditional Use Permit for a Tavern and Cocktail Lounge

This Conditional Use Permit issued this 15th day of September, 2009, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Fantasy's, Inc. ("Landowner") and Fields, Inc. ("Operator"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Landowner wishes to lease building space on Lot 2, Southport East Replat 3 located in the NE ¼ Section 18 and the NW ¼ Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska ("Premises") to the Operator, and

WHEREAS, Operator wishes to operate a tavern and cocktail lounge with an outdoor patio area upon the Premises, within the City of La Vista zoning jurisdiction, and

WHEREAS, Owner has applied for an amendment to their December 4, 2007 conditional use permit for the purpose of constructing a fenced, outdoor patio area; and

WHEREAS, Landowner has authorized the Operator to apply for an amendment for the purpose of constructing a fenced, outdoor patio area on the Premises; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the Landowner and Operator for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this amended conditional use permit is issued to the Landowner and Operator to use the area designated as "Island Bar & Grill" on Exhibit "A" hereto for a tavern and cocktail lounge, and to use the fenced area delineated on Exhibit "B" as the outdoor patio area, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives has been provided to the City and is attached to the permit as Exhibit "A". Specifically, based on the occupancy of the building, a minimum of 24 parking spaces shall be designated for the Permitted Use. Parking for the Permitted Use shall not overflow outside of the parking lot onto other properties.
 - b. Hours of operation for the Permitted Use will be from 7 a.m. – 1:00 a.m. seven days a week.
 - c. There will be a maximum of four (4) employees working at any given time at the Permitted Use.
 - d. The Permitted Use will be comprised of 2,664 sq. feet of building space with an additional 172 sq.

feet of outdoor patio area in front of the business.

- e. Adequate parking (24 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (113 occupants) in attendance at any one time between the hours of operation.
- f. A black, wrought-iron fence, not to exceed 48" in height, shall be constructed around the outdoor patio area, as shown on Exhibit "B".
- g. No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use.
- h. The Permitted Use shall be developed and maintained in accordance with the site plan (Exhibit "A") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
- i. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
- j. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
- k. Landowner and Operator shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
- l. Operator shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the Premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- m. Operator hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Operator, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the Premises of any environmental or safety law, rule or regulation.

3. The Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to the Landowner and/or Operator and a reasonable time was given for Landowner and/or Operator to cure such violation.

4. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines: (All design guidelines have been followed in original Conditional Use Permit for Fantasy's Food and Fuel)

5. The Landowner and Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the Landowner and Operator have fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at Landowner's expense within twelve (12) months of cessation of the conditional use.

6. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Operator's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Landowner's construction or placement of a storage tank, structure or other improvement on the Premises not specified in this permit.
 - d. Landowner or Operator's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
7. If the permitted use is not commenced within one (1) year from September 15, 2009, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to Landowner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
8. In the event of the Landowner's failure to promptly remove any safety or environmental hazard from the Premises, or the expiration or termination of this permit and the Landowner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the Landowner or any third party to exercise said option) cause the same to be removed at Landowner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the Landowner shall reimburse the City the costs incurred to remove the same. Landowner hereby irrevocably grants the City, its agents and employees the right to enter the Premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the Premises as necessary or appropriate to carry out any other provision of this permit.
9. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon Landowner and Operator, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of Landowner or Operator of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the Premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the Landowner and Operator as follows:

Contact Name and Address: Mike Schramek
Fantasy's, Inc.
8930 So. 137th Circle, Suite 2
Omaha, NE 68138
(402) 891-9455

Lylette Fields
Field's, Inc.
7826 S. 123rd Plaza
La Vista, NE 68128
(402) 829-8428

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A Buethe, CMC
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned do hereby warrant, covenant and agree to fully and timely perform and discharge all respective obligations and liabilities herein required by Landowner and/or Operator to be performed or discharged.

Landowner:

By: _____

Title: _____

Date: _____

Operator:

By: _____

Title: _____

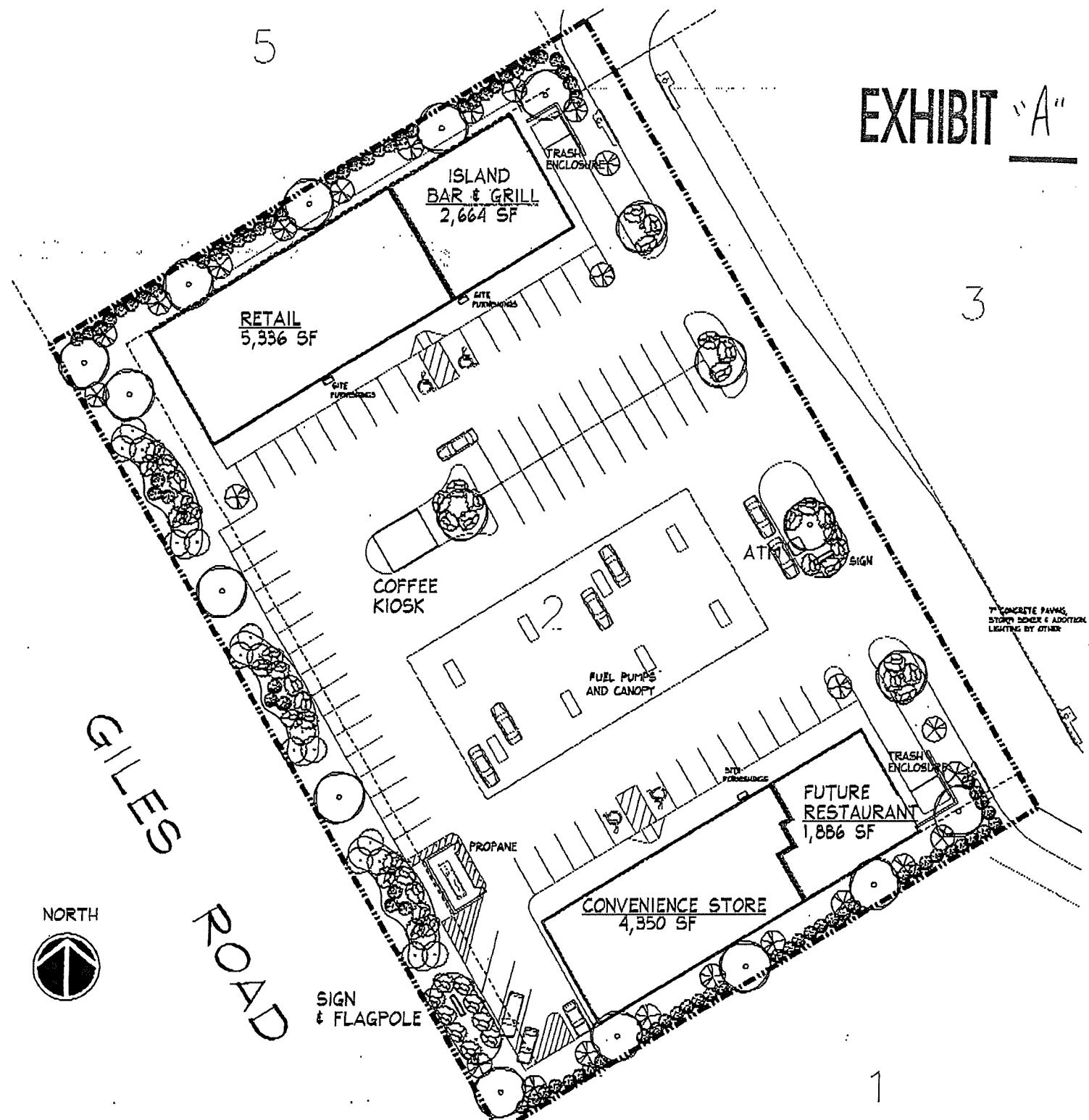
Date: _____

5

EXHIBIT "A"

3

1



C-STORE
 RETAIL
 RESTAURANT (FUTURE)
 RESTAURANT (Island Bar & Grill)

4,350 SF/300
 5,336 SF/200
 SEATING 36 x 40%
 SEATING 52 x 40%

16 STALLS
 30 STALLS
 16 STALLS
 22 STALLS

84 STALLS REQUIRED/89 STALLS PROVIDED
 (NOTE: 16 STALLS @ GAS ISLANDS)

SOUTHPORT SQUARE SITE PLAN

SCALE: 1" = 50'-0"

LOT 2, REPLAT III
 SOUTHPORT EAST SUBDIVISION
 LA VISTA, NEBRASKA

12/7/2007 REV.

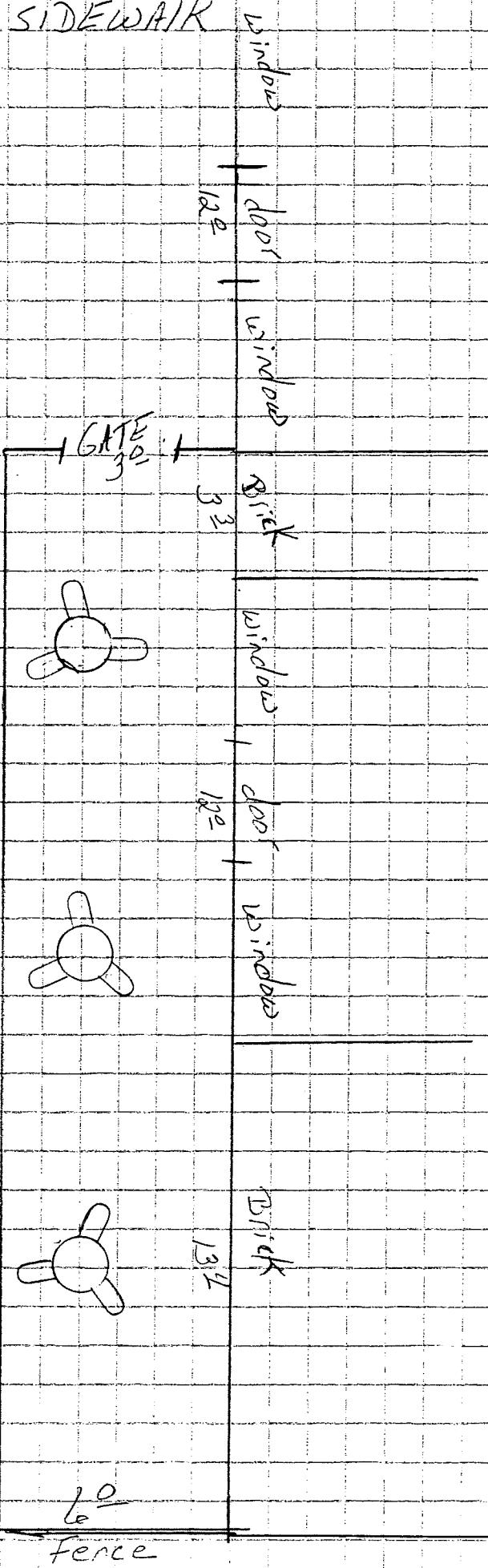
PARK T.V. 6³

10⁰ SIDEWALK

EXHIBIT

"B"

Island Bar & Grill
2826 5 123rd Pl. St. Ed.



**City of La Vista
Conditional Use Permit**

Conditional Use Permit for a Tavern and Cocktail Lounge

This Conditional Use Permit issued this 4th day of December, 2007, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Fantasy's, Inc. ("Landowner") and Fields, Inc. ("Operator"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Landowner wishes to lease building space on Lot 2, Southport East Replat 3 located in the NE ¼ Section 18 and the NW ¼ Section 17, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska ("Premises") to the Operator, and

WHEREAS, Operator wishes to operate a tavern and cocktail lounge upon the Premises, within the City of La Vista zoning jurisdiction, and

WHEREAS, Landowner has authorized the Operator to apply for a conditional use permit for the purpose of locating and operating a tavern and cocktail lounge on the Premises; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the Landowner and Operator for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the Landowner and Operator to use the area designated as "Island Bar & Grill" on Exhibit "A" hereto for a tavern and cocktail lounge, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives has been provided to the City and is attached to the permit as Exhibit "A". Specifically, based on the occupancy of the building, a minimum of 22 parking spaces shall be designated for the Permitted Use. Parking for the Permitted Use shall not overflow outside of the parking lot onto other properties.
 - b. Hours of operation for the Permitted Use will be from 7 a.m. – 1:00 a.m. seven days a week.
 - c. There will be a maximum of four (4) employees working at any given time at the Permitted Use.
 - d. The Permitted Use will be comprised of 2,664 sq. feet of building space; all seating for the Permitted Use shall be inside the building.
 - e. Adequate parking (22 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (104 occupants) in attendance at any one time between the hours of operation.

- f. No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use.
- g. The Permitted Use shall be developed and maintained in accordance with the site plan (Exhibit "A") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
- h. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
- i. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
- j. Landowner and Operator shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
- k. Operator shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the Premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- l. Operator hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Operator, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the Premises of any environmental or safety law, rule or regulation.

3. The Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to the Landowner and/or Operator and a reasonable time was given for Landowner and/or Operator to cure such violation.

4. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines:
(All design guidelines have been followed in original Conditional Use Permit for Fantasy's Food and Fuel)

5. The Landowner and Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the Landowner and Operator have fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at Landowner's expense within twelve (12) months of cessation of the conditional use.

6. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Operator's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for

the Use.

- c. Landowner's construction or placement of a storage tank, structure or other improvement on the Premises not specified in this permit.
- d. Landowner or Operator's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

7. If the permitted use is not commenced within one (1) year from December 4, 2007, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to Landowner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

8. In the event of the Landowner's failure to promptly remove any safety or environmental hazard from the Premises, or the expiration or termination of this permit and the Landowner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the Landowner or any third party to exercise said option) cause the same to be removed at Landowner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the Landowner shall reimburse the City the costs incurred to remove the same. Landowner hereby irrevocably grants the City, its agents and employees the right to enter the Premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the Premises as necessary or appropriate to carry out any other provision of this permit.

9. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon Landowner and Operator, his successors and assigns.

- 1. Delay of City to terminate this permit on account of breach of Landowner or Operator of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- 2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the Premises except to the extent and for the duration specifically authorized by this permit.
- 3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the Landowner and Operator as follows:

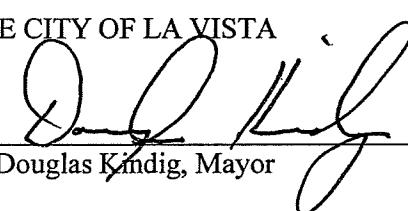
Contact Name and Address: Mike Schramek
Fantasy's, Inc.
8930 So. 137th Circle, Suite 2
Omaha, NE 68138
(402) 891-9455

Lylette Fields
Field's, Inc.
7826 S. 123rd Plaza
La Vista, NE 68128
(402) 829-8428

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By 
Douglas Kindig, Mayor

Attest:

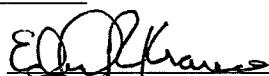


Pamela A Buethe, CMC
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned do hereby warrant, covenant and agree to fully and timely perform and discharge all respective obligations and liabilities herein required by Landowner and/or Operator to be performed or discharged.

Landowner:

By: 
Title: U.P. OPERATIONS MANAGER
Date: 2/1/2008

Operator:

By: 
Title: Left 3 Fields
Date: 2/1/08

RESOLUTION NO. _____

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 APPLICATION FOR ADDITION TO THE CLASS C LIQUOR LICENSE FOR FIELDS INC DBA ISLAND BAR & GRILL, LA VISTA, NEBRASKA.

WHEREAS, Fields Inc dba Island Bar & Grill, 7826 S 123rd Plaza, Suite E & F, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Class C Liquor License to add an sidewalk café, 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 application for the addition to the Class C Liquor License submitted by Fields Inc dba Island Bar & Grill, 7826 S 123rd Plaza, Suite E & F, La Vista, Nebraska.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

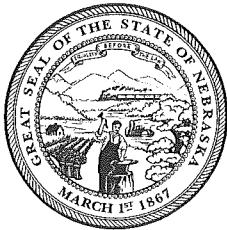
ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: ADDITION OF SIDEWALK CAFÉ AT THE ISLAND BAR AND GRILL
DATE: 9/10/2009
CC:

The police department has no identified concerns relating to the outdoor “sidewalk” café addition to the Island Bar and Grill.



Dave Heineman
Governor

**LA VISTA CITY CLERK
8116 PARK VIEW BLVD
LA VISTA NE 68128-2198**

August 25, 2009

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

**FIELDS INC/DBA: ISLAND BAR & GRILL
LIQUOR LICENSE #C-79069**

Dear Clerk

The above licensee has requested a/an **ADDITION**:

TO: **7826 S 123RD PLAZA**

LA VISTA NE 68128/ SARPY COUNTY

ADDING: **SIDEWALK CAFÉ APPROX 28' X 6'**

NEW LICENSE
WILL READ: **ONE STORY BLDG APPROX 50' X 52' INCLUDING A SIDEWALK CAFÉ
APPROX 28' X 6'**

Please present this request to your CITY/ VILLAGE / COUNTY BOARD and send us a copy of their recommendation.

If recommendation of denial or no recommendation is made, the Commission has no alternative but to cease processing this request.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Kristina Radicia
Licensing Division

Cc: file

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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

Office Use

RECEIVED

AUG 21 2009

NEBRASKA LIQUOR
CONTROL COMMISSION**Application:**

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease or deed showing ownership of area to be added
 - This is still required even if it's the same as on file with our office
- Must include simple sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

LIQUOR LICENSE #

79069

LICENSEE NAME

Fields, Inc

TRADE NAME

Island Bar & Grill

PREMISE ADDRESS

2821 S. 123rd Plz STE F&F

CITY

La Vista

CONTACT PERSON

Lylette Fields

PHONE NUMBER OF CONTACT PERSON

402-933-7330

Complete the following questions:

1) Are you adding on to your building?

 Yes No

- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

2) Are you adding an outdoor area?

 Yes No

If an outdoor area (check one of the following)

012.07 "Beer garden" shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises. (examples may include, but are not restricted to sand volleyball, horseshoe pits...)

BUS 2284
\$ 45-KR

1
received

012.08 "Sidewalk cafe" shall mean an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.

What type of permanent fencing will you be using?

Black wrought iron

- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

Lyllette Fields

Print Name of Signature

Lyllette Fields

Signature of Licensee or Officer

State of Nebraska

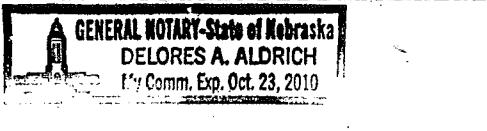
County of Sarpy

The forgoing instrument was acknowledge before
me this August 20, 2009
Date

Delores A. Aldrich

Notary Public Signature

Affix Seal Here



ISLAND BARRA CECIL

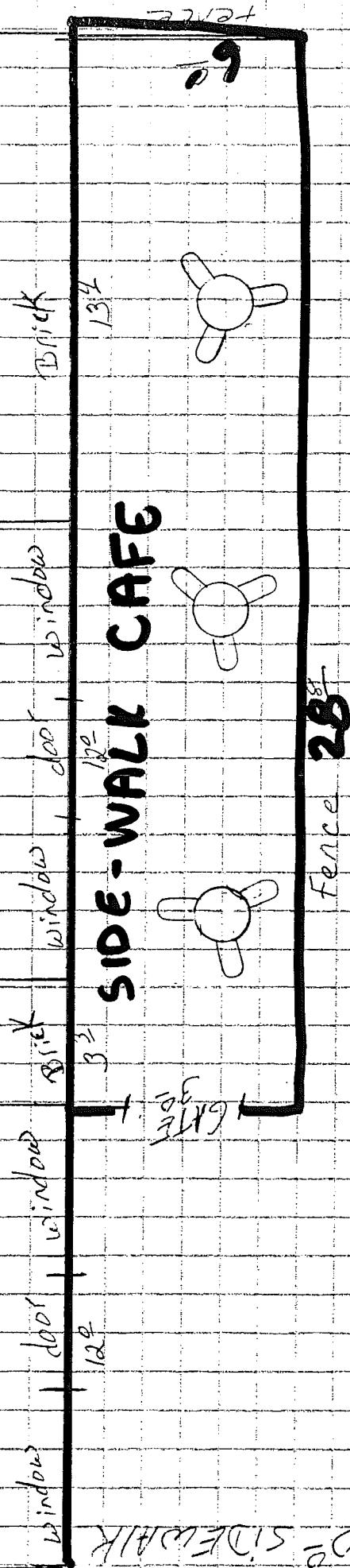
Block 5 123rd 1/2 Site 5d 5

EXISTING BLDG

NEBRASKA LIQUOR
CONTROL COMMISSION

Aug 21 2009

RECEIVED



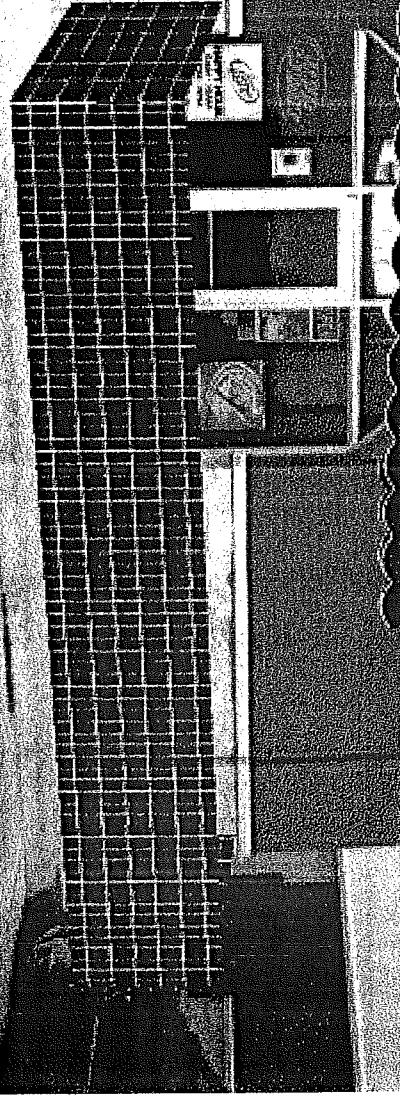
10- SIDEWALK

Fence 28'

50' DEMA

PARK 115

proteins



Island Bar & Grill
7826 So. 123rd Plz
Ste E & F
LaVista, NE 68128

RECEIVED

AUG 21 2009

Sidewalk Café Proposal

NEBRASKA LIQUOR
CONTROL COMMISSION

We would like to enclose a small area in front of our bays with a fence and allow our smoking customers to go outside with their beverage. The fence will be 42" high and made of black metal. There is a picture of a possible fence. We will have 3 small outdoor tables 24-30" round with 2-3 chairs for each. Our intention is not to increase our occupancy but to accommodate our smoking customers. Most people are not comfortable leaving their beverage unattended while they go outside.

The drawing on graph paper shows the exact measurements of the fence. The picture is just to show the front of the building. The fence shown will not look like the picture but is similar in location. The awning shown will be installed in a couple weeks.

The sidewalk cafe area will not affect any of the parking and there will be 4' to walk between the curb and the fence. There has been adequate parking with no issues this entire year.

I have also enclosed a copy of the renewal showing the change to the directors of Fields, Inc.

Lylette Fields
V.P., Sec, Treas



Nebraska Liquor Control Commission

Attn: Cristina

Following is a copy of our lease with Fantasy's, Inc for the bays we are requesting a sidewalk café are in front of. The landlord has agreed to this and the City Planning Committee has approved. We have a meeting with the City Council on 9/15.

Let me know if you need anything else from me.

Lylette Fields
Fields, Inc
Dba Island Bar & Grill
402-829-8428 – work
402-618-2176 – cell

SOUTHPORT SQUARE LEASE

THIS LEASE, made the 24th day of SEPTEMBER, 2007, by and between Fantasy's Inc., a Nebraska Corporation (hereinafter called "Landlord"); and Fields, Inc. D/B/A Island Bar & Grill, a Nebraska Corporation, (hereinafter called "Tenant");

WITNESSETH:

1. PREMISES

The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Demised Premises"), to wit: approximately 2528 square feet of gross leasable area, Suite No. E & F as per site plan of the Shopping Center (referred to herein as the "Shopping Center") (Exhibit "A") attached to and made a part of this, and described on Exhibit "B" attached hereto, located in Sarpy County, Nebraska. No easement of light or air is included in the Demised Premises. The site plan provided as Exhibit "A" is for illustration purposes and no representation is being made that specific tenants will occupy the Shopping Center. The Shopping Center design and configuration is subject to change from time to time by the Landlord.

2. USE

Tenant shall use and occupy the Demised Premises solely for a BAR & GRILL and for no other purposes, and shall comply with all laws, ordinances, orders, and regulations, including the Rules and Regulations of Landlord, and zoning classification of any lawful authority having jurisdiction over the Demised Premises and the use thereof. The Demised Premises shall not be used for any purpose which violates any exclusive use, right, covenant or clause that has been granted by Landlord, or any successor of Landlord, to any other tenant in the Shopping Center or that violates any restrictive covenant applicable to the Shopping Center. At Tenant's request, Tenant shall be provided with a listing of any such exclusive uses, rights, covenants or clauses. Tenant shall indemnify and hold Landlord harmless from any penalties, fines, costs, expenses, including attorney's fees, or damages resulting from the failure to comply with this paragraph. Tenant shall not do any act or follow any practice relating to the Demised Premises which shall constitute a nuisance or detract in any way from the reputation of the Shopping Center as a first class real estate development. The Tenant will comply with any requirements of an insurance company, at its own expense or if the Tenant alters its space in anyway which violates a law, regulation, or insurance company requirement. Tenant will at its expense make any changes necessary for compliance including structural alterations. Tenant shall be permitted vending rights for Keno Machines, Gaming Machines, Juke Box Machines, Dart Board Machines, Pool Table Machines and Shuffle Board Machines however Landlord retains all ATM rights. Tenant shall be allowed to utilize sidewalk area directly in front of leased premises to within 2 foot of the parking curb for the purpose of an outside patio. Permitting and expenses related to the construction and maintenance of such area is the responsibility of the Tenant. Landlord shall not lease to any other bar & grill operation within Southport Square.

THIS LEASE IS CONTINGENT UPON TENANT OBTAINING A CLASS "C" LIQUOR LICENSE.

3. TERM

To have and to hold the same for a term beginning on the 15th day of OCTOBER, 2007 ("Date of Possession"), the 15th day of JANUARY, 2008 ("Date of Commencement") and ending, unless sooner terminated as provided herein, on JANUARY 15, 2013. Tenant shall have two (2) five year options to extend the term of this Lease. Possession of the Demised Premises shall be delivered to Tenant upon execution of this Lease and payment of the Security Deposit. In the event possession of the Demised Premises is delivered to Tenant prior to the Date of Commencement to allow Tenant to complete its Tenant Improvements, all terms and conditions of this Lease shall apply to and govern Tenant's occupancy of the Demised Premises from the date that possession is delivered to Tenant ("Date of Possession") except for payment of monthly rental, which shall commence upon the Date of Commencement of the Lease Term. Tenant acknowledges that Tenant shall be responsible for all other amounts to be paid by Tenant hereunder commencing with the Date of Possession by Tenant, including but not limited to Tenant's share of taxes, insurance, common area maintenance and merchant's promotional fund.

Should the Lease contain options for renewal, it shall be the responsibility of the Tenant to provide written notice regarding their exercising of that option one (1) year prior to the expiration of the Lease Term.

3a. TERMS OF POSSESSION

Tenant shall take possession of premise on October 15, 2007 with three (3) months of rate abatement. The security deposit will be due upon signing of Lease. Monthly charges for Common Area Maintenance, Insurance and taxes are due at inception of lease. If Lease begins on a day other than the first of the month, the charge will be prorate.

4. RENTAL

Tenant, for itself, its sublessees, administrators, executors, successors and assigns agrees to pay Landlord a monthly rental as follows:

TERM	MONTHLY BASE RENT
First 3 months	\$0
Months 4 thru 63	\$ 4,213.33

Rent shall be adjusted according to the following schedule:

<u>Lease Years</u>	<u>Percentage Increase (compounded)</u>
6 thru 10	3% annually
11 thru 15	3% annually

Rent shall be payable, without offset, notice or demand, in lawful money of the United States of America, and at such place as Landlord may from time to time designate in writing, in advance on the first day of each month, said monthly installment being a minimum guaranteed rental. Landlord designates that all monthly rental payments shall be made by Tenant via automatic deposit into an account designated by the Landlord.

If Landlord shall direct Tenant to pay fixed minimum rent or additional rent to a "lockbox" or other depository whereby checks issued in payment of fixed minimum rent or additional rent (or both, as the case may be) are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received funds and (ii) Landlord shall be deemed to have accepted such payment if (and only if) which said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay rent if and for so long as Tenant shall timely pay the rent required pursuant to this Lease in the manner designated by Landlord.

If Landlord shall direct Tenant to pay fixed minimum rent by wire transfer, then Tenant shall not be in default of Tenant's obligation to pay fixed minimum rent if and for so long as Tenant shall timely comply with Landlord's wire instructions in connection with such payments. Accordingly, if Tenant shall have timely complied with Landlord's instructions pertaining to a wire transfer, but the funds shall thereafter been misdirected or not accounted for properly by the recipient bank designated by Landlord, then the same shall not relieve Tenant's obligation to make the payment so wired, but shall toll the due date for such payment until the wire funds shall have been located. However, for all other purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which such funds shall have actually been deposited in Landlord's account at said bank, and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant.

In the event that this lease term should commence at any time other than the first day of the month, or terminate on any date other than the last day of the month, then minimum rent shall be prorated for the portion of the month applicable.

Security Deposit Amount \$ 4,273.62

As additional rent, Tenant shall make estimated monthly payments as follows:

Common Area Maintenance (CAM)	\$ 130.24
(CAM share to be 18.5262 % of actual expenses)	
Taxes	\$ 628.20
Insurance	\$ 172.37
Merchants Promotional Fund	\$ n/a
TOTAL:	\$ 930.81
(\$ 4.35 Estimated Avg. Per Square Foot)	

Such amounts shall be paid at the same time as the minimum guaranteed rental.

5. [Future Use]

6. BROKERS

Tenant warrants that it has only dealt with Lund Co. to whom Landlord will pay a commission pursuant to a separate agreement. Tenant agrees to indemnify Landlord from any and all loss and expense incurred by Landlord if this representation by Tenant is false or incorrect.

7. TAXES

As additional minimum guaranteed rental due hereunder, Tenant shall pay to Landlord, Tenant's pro rata share of any ad valorem real and personal property taxes for the Shopping Center regardless of the governmental jurisdiction, jurisdictions, authority or authorities levying the same. Tenant's share of such taxes on the Shopping Center shall be a fraction, the numerator of which shall be the

square footage in the Demised Premises, and the denominator of which shall be the total square footage of all buildings in the tax parcel or Shopping Center.

Tenant agrees to make estimated tax payments in the amount stated in paragraph 4 or in an amount otherwise stipulated by Landlord. Landlord may adjust the amount of such estimated payments from time to time to reflect changes in such taxes. At the end of each fiscal year, Tenant shall pay the amount by which Tenant's share of such taxes exceeds the estimated payment. Such amount shall be paid within thirty (30) days receipt of notice of such balance being due. Likewise, Landlord shall refund any payments made in excess of Tenant's pro rata share of taxes as defined herein.

Tenant shall be liable for and shall pay before delinquency all taxes levied or assessed against trade fixtures, equipment, furnishings, merchandise and other personal property of whatsoever kind and to whomsoever belonging situate or installed in or upon the Demised Premises, whether or not affixed to the realty.

If at any time during the term and any extension or renewal of the term hereof any said personal property be assessed as part of the real property of which the Demised Premises are a part or on which the Demised Premises are situate, then and in such event Tenant shall pay to Landlord upon demand the amount of such taxes or assessments as may be levied or assessed against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor or other taxing authority as to the amount so assessed shall be conclusive.

8. INSURANCE RATES

As additional minimal guaranteed rental due hereunder, Tenant shall pay to Landlord, Tenant's pro rata share of any Landlord's hazard, casualty or liability insurance premiums for the Shopping Center which fall due during the first full insurance policy premium paying year after the earlier of: Tenant's occupancy or the completion of the improvements to be constructed upon the Demised Premises by Landlord for Tenant's occupancy. Tenant agrees to make estimated insurance payments in the amount stated in paragraph 4. Landlord may adjust the amount of such estimated payments from time to time to reflect changes in the amount of such premiums. At the end of each fiscal year, Tenant shall pay the amount by which Tenant's share of such premiums exceeds the estimated payment. The amount shall be paid within thirty (30) days receipt of notice of such balance being due. Likewise, Landlord shall refund any payments made in excess of Tenant's pro rata share of insurance as defined herein. Tenant's share shall be a fraction, the numerator of which shall be the square footage in the Demised Premises, and the denominator of which shall be the total square footage of all Landlord insured buildings in the Shopping Center.

9. [Future Use]

10. SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum stated in paragraph 4 in addition to the first (1st) month's rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent and/or other charges, Landlord may (but shall not be required to) use, apply, or retain all or any part of this security deposit for the payment of any rent or any other sum in default; or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default; or for the compensation of Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand thereof, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following the earlier of either the day on which the final payment is due under this Lease or expiration of the Term. In the event of termination of Landlord's interest in this Lease, said deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 10, and the return thereof in accordance herewith. The holder of a lien on property which includes the Demised Premises shall never be responsible to Tenant for the return or application of any such deposit, except for deposits received in hand by such holder.

11. LATE PAYMENTS

Since late payment of base rent, adjusted base rent or other sum due under this Lease from Tenant to Landlord will result in administrative expense to Landlord, the extent of which would be extremely difficult and economically impractical to ascertain, Tenant agrees that if base rent, adjusted base rent or any other payment due remains unpaid for more than five (5) days after such amount is due, such payment shall be increased by late charge payable to Landlord equal to ten percent (10%) of the amount of the delinquent payments, including all accrued late charges, then outstanding. Payments returned for insufficient funds will be considered late and require a \$25.00 NSF fee. After two checks are returned, Landlord has the right to require payment in certified funds. The provisions of this paragraph in no way relieve Tenant of the obligations to make all required payments when due, nor do such provisions in any way affect or waive any of Landlord's remedies under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent, or pursue any other remedies available to

Landlord. Landlord can refuse any rent payment that does not come directly from the Tenant, and can return the check from a third party, demanding payment from Tenant.

12. ABANDONMENT OF LEASED PREMISES AND CONTINUOUS OPERATION

Tenant agrees not to abandon or vacate leased Demised Premises during the period of this Lease. To abandon or vacate the premises is considered a default of the Lease. Tenant shall continuously conduct and carry on Tenant's business in the Demised Premises during at least _____ hours per week, provided Tenant shall at all times be open for business from (hours)

(days of week) _____, excluding national bank holidays. Tenant shall maintain within the Demised Premises an adequate stock of merchandise, equipment and trade fixtures, and shall employ and schedule the presence on the Demised Premises of sufficient personnel to service and supply the usual and ordinary demands and requirements of its customers, according to seasonal needs. Landlord's acceptance of this Lease is based on the condition that the Tenant agrees store will remain open. Landlord's damages following a store closing cannot be determined monetarily.

13. UTILITY BILLS

Tenant shall pay water, gas, electricity, fuel, light, heat and power bills for leased Demised Premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the Demised Premises on a proportionate basis.

14. REPAIRS BY LANDLORD

Landlord agrees to keep in good order the roof, exterior walls (exclusive of all glass, including plate glass, locks, hinges, doors, door hardware, and door frames), water and sewer systems up to the demising walls of the Demised Premises (except blockages caused by Tenant), electrical systems up to the distribution panel, and main supply line for sprinkler systems (if any), but not fixtures pertaining to such systems. Landlord gives to Tenant exclusive control of Demised Premises and shall be under no obligation to inspect said Demised Premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect.

15. REPAIRS BY TENANT

Tenant accepts or will accept the Demised Premises in their present condition or when completed as per plans and specifications and that Demised Premises are suited for the uses intended by Tenant. Tenant shall, at its own expense, keep and maintain the said Demised Premises and appurtenances and every part thereof, in good order and repair except portions of Demised Premises to be repaired by Landlord under terms of Paragraph 14. Tenant will at all times keep the Demised Premises in compliance with any local, state, or federal rule, regulation or law having to do with the use or occupancy of the Demised Premises. Tenant agrees also to keep all systems within the Demised Premises and fixtures pertaining to heating, air-conditioning, water, sewer, electrical and sprinkler systems (if any) in good order and repair and agrees also that it is liable for any damage to such heating, air conditioning, water, sewer, electrical and sprinkler systems (if any) and any damages from the improper maintenance of these systems. Tenant agrees to keep a maintenance contract on the HVAC system to include at least quarterly filter changes and inspections; and to perform preventative maintenance determined to be necessary from the inspections. Tenant shall retain and if asked provide copies of inspection reports to Landlord. If a maintenance contract and inspection repairs are not performed, Tenant may lose its security deposit and be in default under the Lease. Landlord may at its option implement a HVAC maintenance contract for the Shopping Center with charges being prorated to each Tenant. Furthermore, Landlord may authorize contractor to make repairs up to \$250.00 per occurrence to be charged to the Tenant as additional rent. Any repairs costing over \$250.00 must first be approved by Tenant.

16. PAINTING & REDECORATING

All parts of the interior of the leased Demised Premises shall be painted, at the Tenant's own expense at least once every five (5) years during the term of this Lease.

17. SIGNS & ADVERTISING

Tenant shall not permit, allow or cause to be erected, installed, maintained, painted or displayed on, in or at said premises or any part thereof any exterior sign, lettering, placard, announcement, decorating, advertising media or advertising material of any kind whatsoever visible from the exterior of said Demised Premises, without the prior written approval of Landlord; and Tenant, at its sole cost and expense, at all times thereafter during the term hereof, agrees to promptly repair and at all times maintain in good condition such sign as approved in writing by Landlord. Tenant shall not permit, allow or cause to be used in or at said Demised Premises without Landlord's permission, any advertising media or device such as photograph, radios, public address system, sound production or reproduction devices, mechanical or moving display devices, motion pictures, television devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices, or any similar devices, the effect of which shall be visible or audible from the exterior of said Demised Premises. Tenant shall not solicit any business or place any handbills in any of the common areas. Other than approved signs, no other alterations or improvements will be made by Tenant to the exterior of the Demised Premises. Tenant may install and display signage advertisements within the interior storefront windows of the demised premises. All signage and advertisements shall meet all government/city regulations/codes.

Notwithstanding anything to the contrary herein, Tenant agrees to install an internally lighted facade sign within sixty (60) days of execution of this Lease. Said identification signs will be of such size, shape, configuration, material, lighting and colors acceptable to

Landlord and State and local codes. Such approval of Landlord will be in writing, upon submittal by Tenant of a rendering showing location, size, configuration, lighting, color, proposed attachment method, and any other pertinent data necessary. Any damage to building or related structure, upon installation, maintenance, or removal of such sign is Tenant's sole responsibility and will be repaired to Landlord's specifications, at Tenant's sole expense. Upon termination of this Lease, Tenant will remove said sign and repair building facade to a condition acceptable to Landlord, such acceptance not be unreasonably withheld. Tenant is responsible for maintaining its signs in first class condition including prompt replacement of burned out lighting elements. Tenant is required to keep its facade sign and canopy lights lit, if not controlled by Landlord, after dusk during Shopping Center's operating hours or 10:00 p.m., whichever is later. If during any remodeling, repair, or expansion of the Shopping Center (the "Work"), it is necessary for Landlord to remove Tenant's storefront sign (the "Permanent" Sign), or to install scaffolding or other aids for performing the Work that obscures the Permanent Sign in whole or part, then Landlord may do so, provided Landlord complies with the requirements set forth below:

- a. Permanent Sign. Removal of the Permanent Sign shall be subject to the following conditions:
 - (i) Landlord shall, at its sole cost and expense, remove the Permanent Sign in a careful manner so as not to damage it, and store it in an appropriate facility;
 - (ii) As soon as the Work has progressed to the point that the Permanent Sign can be reinstalled, Landlord, at Landlord's sole cost and expense, shall reinstall the Permanent Sign at its former location; and
 - (iii) Landlord, at Landlord's sole cost and expense, shall promptly repair any damage to the Permanent Sign which occurs during the removal, storage, or reinstallation thereof; and
- b. Temporary Sign. If the Permanent Sign is removed or blocked by scaffolding or other Work aids for a period in excess of thirty (30) days, then Landlord, at Landlord's sole cost and expense, shall provide a temporary sign to advertise Tenant's business. Such temporary sign shall be as similar as reasonably possible in both size and style to the Permanent Sign, and shall be installed by Landlord in a location as near as reasonably possible to the location from which the Permanent Sign was removed or blocked, consistent with the goal of achieving maximum visibility for such temporary sign.

18. RUBBISH REMOVAL

The Tenant shall keep the Demised Premises clean, both inside and outside, at its own expense, and will remove all refuse from said Demised Premises. The Tenant shall not burn any materials or rubbish of any description upon said Demised Premises. The Tenant also agrees to keep the parking area and sidewalk adjoining said store free from Tenant's rubbish, dirt, garbage, and other refuse. Tenant agrees to keep all accumulated rubbish in covered containers and to have same removed regularly. In the event the Tenant fails to keep the Demised Premises and other portions heretofore described in the proper condition, the Landlord may cause the same to be done from the Tenant and the Tenant hereby agrees to pay the expense thereof on demand as additional rent.

19. COMMON AREAS

All common areas and other common facilities (hereinafter collectively called "Common Areas") made available by the Landlord in or about the Shopping Center shall be subject to the exclusive control and management of Landlord, expressly serving unto Landlord, without limitation, the right to erect and install within the parking areas or other common areas, retail carts, kiosk, planters, pools, sculpture, or otherwise. "Common Areas" shall mean all areas, space, facilities, equipment, sidewalks, parking areas, driveways, landscaped areas, pedestrian walkways, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, the stores in and/or adjoining the Shopping Center, Tenant, and other tenants of the Shopping Center, and their respective employees, customers, and other invitees. Landlord hereby expressly reserves the right, from time to time to change the area, level, location and arrangement of the parking areas and other facilities forming a part of said Common Areas; to restrict parking by tenants of the Shopping Center and their employees, agent, subtenants, concessionaires and licensees; to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto, and to discourage non-customer parking; and to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas and the use to be made thereof. Landlord shall operate, manage, equip, light and maintain the Common Areas in such manner as Landlord, in its sole discretion, may from time to time determine, and Landlord shall have the sole right to employ and discharge all personnel with respect thereto. Tenant is hereby given a license (in common with all other to whom Landlord has or may hereafter grant rights) to use, during the term of this Lease, the Common Areas of the Shopping Center; provided, however, that if the size, location or arrangement of such Common Areas of the Shopping Center, or the type of facilities at any time forming a part thereof, be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenants be entitled to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual conviction.

Landlord shall not be responsible for any merchandise, cash, or any other valuables left in Common Areas at any time (either before, during, or after hours of operation).

20. MAINTENANCE OF COMMON AREAS

Landlord will keep the Common Areas of the Shopping Center in good repair. The Common Area Maintenance ("CAM") will include without limitation the following: removing all ice and snow, mud and sand and refuse and sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; placing, keeping in repair and replacing any necessary appropriate directional or pylon signs, markers, and lines; and maintaining, trimming, watering, mowing, weeding all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; private patrol or watch service, lighting, lawn sprinkler

systems, domestic water (if not individually metered) and garbage disposal if provided by Landlord. As additional minimum guaranteed rental, Tenant shall pay to Landlord each month during the term of this Lease its pro rata share of the cost of said maintenance and any property management costs plus an administrative fee of 15% of the total cost thereof. Tenant's initial monthly estimated CAM payments shall be in the amount stated in paragraph 4 hereof. Thereafter, Landlord may adjust the amount of such estimated payments to reflect changes in CAM costs. Tenant's pro rata share shall be determined by dividing the total square footage of the Demised Premises by the total square footage of the buildings in the Shopping Center. At the end of each fiscal year, Landlord shall determine its actual CAM costs. Tenant shall pay any balance due within thirty (30) days after receipt of notice of such balance due and Landlord shall credit any excess payments to future CAM costs, or at the end of the Lease Term, by payment to Tenant. Upon request, Landlord shall furnish Tenant a detailed accounting for such costs.

21. INDEMNITY AND RELEASE

(a) Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at or from the Demised Premises (except that caused by Landlord's gross negligence or failure to perform hereunder) or the occupancy or use by Tenant of said Demised Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including the sidewalks and common areas and facilities within the Shopping Center development; and (b) Tenant shall store its property in and shall occupy the Demised Premises, and all other portions of the Shopping Center at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, (except that caused by Landlord's gross negligence) (c) Landlord shall not be responsible or liable at any time for any loss, including but not limited to, burglary and theft loss or damage to the Demised Premises, or any part thereof, or to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business (except that caused by Landlord's gross negligence); and (d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant from any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining Demised Premises; and (e) Landlord shall not be responsible or liable for any patent defect in any building in the Shopping Center or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running, backing up, seepage, or the overflow of water or sewage in any part of said Demised Premises or for any injury (except that caused by Landlord's gross negligence) or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by resulting from any defect or negligence in the occupancy, construction, operation or use of any of said Demised Premises, building, machinery, apparatus or equipment by any person or by or from the acts or negligence of any occupant of the Demised Premises (except that caused by Landlord's gross negligence); (f) Tenant shall give prompt notice to Landlord in case of fire or accidents in the Demised Premises or in the building of which the Demised Premises are a part or of defects therein or in any fixtures or equipment; (g) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees; (h) Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease.

Any language to the contrary notwithstanding, Landlord hereby releases Tenant, any assignee and sublessee of Tenant, and Tenant hereby releases Landlord, from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property or loss of rents or profits of either Landlord or Tenant resulting from or in any way connected with any fire, accident or other casualty, whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of Landlord, Tenant, any assignee and sublessee or Landlord and Tenant or by any agent, associate or employee of either of them, to the extent of the insurance recovery and to the extent that such damage or loss either is insured under any insurance contract which at the time of such damage or loss permits waiver of subrogation rights prior to a loss thereunder.

21 a. PERSONAL GUARANTEE

Rent and other payments due from the Tenant to the Landlord are assured by the Personal Guarantee that appears as Exhibit G.

22. LIABILITY INSURANCE

Tenant shall procure and pay the premium for liability insurance in the amounts of One Million Dollars and 00/100 (\$1,000,000.00) with respect to injuries to any one person, One Million Dollars and 00/100 (\$1,000,000.00) with respect to any one accident, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage to protect Tenant and Landlord against liability for such injury to persons and such damage upon or about the Demised Premises. Such insurance shall be obtained from an insurance company licensed to do business in the state where the Shopping Center is located, and shall have at least one of the following ratings by A.M. Best Co. or a combination of Best's Rating and Best's Financial Size Category: A-, XII; A+; IX; A++; VII. Tenant agrees that such policy shall name Landlord as an additional insured with a certificate to Landlord providing evidence of such coverage. Such policy shall also contain a provision providing that it may not be canceled except upon not less than ten (10) days written notice to Landlord and Tenant. Tenant must send to Landlord by certified mail immediate information regarding any material change in the coverage.

23. TERM SEVERABLE

The provisions of this are hereby declared to be severable. If any paragraphs, sentences, clauses, or phrases be held void for any reason, the remainder of this shall continue to be in full force and effect.

24. DESTRUCTION

If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the same and the minimum rent shall be abated proportionately as to the portion of the Demised Premises rendered untenantable. If the Demised Premises (a) by reason of such occurrence is rendered wholly untenantable; or (b) should be damaged as a result of a risk which is not fully covered by Landlord's insurance; or (c) if any mortgagee or other person entitled to the proceeds of insurance does not consent to the payment to Landlord of such proceeds for such purpose, or (d) should be damaged in whole or in part during the last three (3) years of the term or of any renewal term hereof, or (e) the building of which it is a part, whether the Demised Premises is damaged or not or all of the buildings which then comprise the Shopping Center should be damaged to the extent of Fifty (50%) Percent or more of the then monetary value thereof, or (f) if any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Demised Premises are damaged to such an extent that the Shopping Center cannot in the sole judgment of the Landlord be operated as an integral unit, then in any of such events, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within One Hundred Eighty (180) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Demised Premises to Landlord. Tenant's liability for rent upon termination of this Lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage insurable under Landlord's policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. Nothing in this paragraph shall be construed to abate percentage rent, but the computation of such rent shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, concessionaires there shall be no abatement of rent. Unless this Lease is terminated by Landlord, Tenant shall repair and refixure the interior of the Demised Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement. In no event shall Landlord be required to repair to a condition different from that originally delivered to Tenant.

If all or any part of the Shopping Center is destroyed or damaged as set out in this paragraph, the architect designated by Landlord shall determine the extend of the destruction or damage and provide Landlord with a certificate attesting to the condition of the Demised Premises. The certificate of the architect shall bind the parties as to: (a) the percentage of the rentable area of the Shopping Center or the percentage of the area of the common facilities of the parking facilities damaged or destroyed; (b) whether or not any individual retail leasable premises has been wholly or substantially destroyed or will be unfit for business for a period of 180 days or more after the occurrence of the damage or destruction; and (c) the date the Demised Premises are repaired for Tenant use.

25. CONDEMNATION

(a) **Total:** If the whole of the Demised Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose then this and the term herein shall cease and terminate as of the date of title vesting in such proceeding, (b) **Partial:** If any part of the Demised Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Demised Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the minimum rent shall be reduced in the same proportion that the floor area of the Demised Premises (including basement if any) taken bears to the original floor area demised and Landlord shall, upon receipt of their award in condemnation, make all necessary repairs or alterations to the building in which the Demised Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Demised Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgagees or for the value of the diminished fee. (c) If more than twenty (20%) percent of the floor area of the building in which the Demised Premises are located shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease, such termination to be effective as aforesaid, (d) If this Lease is terminated as provided in this paragraph, the rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance. (e) **Award:** Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee although, Tenant shall have the right to the extent that the same shall not reduce Landlord's award to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant in its own right for the unamortized value of immovable fixtures on a straight-line basis and the reasonable cost of moving stock, furniture and fixtures to another location within 10 miles of the Demised Premises.

26. ASSIGNMENT AND SUBLetting

Tenant shall not assign, sublet, mortgage, pledge or encumber this Lease, the Demised Premises, or any interest in the whole or in any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In determining whether to grant consent to the Tenant's sublet or assignment request, the Landlord may consider any reasonable factor. Landlord and Tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds for deciding the Tenant's request: (a) financial strength of the proposed subtenant/assignee must be at least equal to that of the existing Tenant; (b) business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards; (c) use of the Demised Premises by the proposed subtenant/assignee must be identical to the use permitted by this Lease; (d) percentage rent of the proposed subtenant/assignee, or the prospect of percentage rents, must be at least equal to that of the existing Tenant; (f) use of the Demised Premises will not violate any other agreements affecting the Demised Premises, the Landlord or other tenants. Consent to one assignment or sublease shall not constitute a waiver of this provision with respect to subsequent transactions. Landlord shall have no duty or obligation to consent to any assignment or sublease of the Demised Premises unless such assignment or sublease provides that the assignee or subtenant shall be liable to Landlord for all obligations of Tenant under this Lease. Tenant shall pay to Landlord as additional rent an amount equal to reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment and subletting. If Tenant subleases Demised Premises for an amount greater than the rental due on the

original Lease then Landlord and Tenant will equally share the increased rental. Neither this Lease nor the leasehold interest described herein shall be assignable or transferable by reason of bankruptcy, receivership or by operations of any applicable state law. The transfer of the majority of the voting stock of the Tenant, if Tenant is a corporation, the transfer of a majority of the partnership interests of the Tenant, if the Tenant is a partnership, and any transfer by operation of law will be deemed "assignments" requiring Landlord's consent. Any subletting or assignment by Tenant without the written consent of the Landlord will constitute an event of default, and Landlord reserves the right to terminate this Lease by written notice to the Tenant and will constitute an event of default, and Landlord reserves the right to terminate this Lease by written notice to the Tenant and to pursue any remedies available to Landlord under this Lease or in law or equity. The joint and several liability of Tenant named herein and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) agreement which modifies any of the rights or obligations of the parties under this Lease, (b) stipulation which extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease; provided, however, that (i) in the case of any modification increases or enlarges the obligations of Tenant or reduces the rights of Tenant, then Tenant named herein and each respective assignor or transferor shall not be liable under or bound by such increase, enlargement or reduction, and (ii) in the case of any waiver by Landlord of a specific obligation of an assignee or transferee of Tenant, such waiver shall also be deemed a waiver of such obligation with respect to the immediate and remote assignors or transferors of such assignee or transferee.

27. PROPERTY OF TENANT

Tenant may, if not in default, at the expiration or earlier termination of this Lease remove, at Tenant's expense, all furniture, equipment, trade fixtures, and other personal property which Tenant shall have placed in the Demised Premises, provided that Tenant shall repair any damage to the Demised Premises caused by such removal. All such property shall during the term hereof, be at the risk of Tenant only, and Landlord shall not be liable for any loss of or damage to such property resulting from any cause. Each policy of insurance maintained by Tenant covering such property shall contain a standard waiver of subrogation endorsement. Any such property not removed at the expiration or earlier termination of this Lease shall be deemed abandoned and may be disposed of by Landlord in any manner, and Tenant shall be liable to Landlord for the cost of such removal and disposal. Tenant shall keep the Demised Premises free from hazardous and/or toxic substances, wastes, materials, pollutants or contaminants ("Hazardous Substances"), including without limitation, asbestos and raw materials which include hazardous constituents and any other substances or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or cleanup ("Environment Laws"). In the event Tenant intends to use Hazardous Substances in the operation of its business, Tenant must obtain the prior written consent of Landlord to do so, and deposit with Landlord an amount reasonably sufficient to dispose of such Hazardous Substances at the expiration or earlier termination of this Lease should Tenant fail to do so. Tenant grants to Landlord and its agents and employees access to the Demised Premises to do all things Landlord shall deem necessary to bring the Demised Premises in conformance with Environmental Laws. Upon the expiration or earlier termination of this Lease, Tenant will remove all Hazardous Substances from the Demised Premises, in accordance with the provisions of Environmental Laws. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all expenses, damages and costs, including without limitation attorney's fees and consequential damages, incurred by Landlord as a result of any Hazardous Substances on the Demised Premises and/or failure of Tenant to comply with Environmental Laws, even if such expenses, damages and costs are incurred by Landlord after the expiration or earlier termination of this Lease, and such indemnity shall survive the termination or expiration of this Lease. This indemnity is specifically binding upon any guarantor of Tenant's obligations under this Lease.

28. CANCELLATION OF LEASE BY LANDLORD

It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may terminate this Lease by written notice to Tenant; whereupon this Lease shall end, or may, without terminating this Lease, re-enter the Demised Premises and take possession thereof. After an authorized assignment or subletting of the entire Demised Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, or retaking possession without termination, Tenant will at once surrender possession of the Demised Premises to Landlord and remove all of the Tenant's effects therefrom; and Landlord may forthwith re-enter the Demised Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as maybe necessary without being guilty of trespass, forcible entry or detainer or other tort.

The service of a notice to quit or vacate the Demised Premises, demand for possession, notice that the tenancy hereby created will be terminated on any date, institution or an action of forcible detainer or ejectment or entering of a judgment for possession of the Demised Premises (as distinguished from termination of this Lease pursuant to an express notice from Landlord) shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. Institution by Landlord or Landlord's agents or attorneys of a forcible detainer or ejectment action to re-enter the Demised Premises shall not be construed to be an election by Landlord to terminate this Lease. Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment

obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord may have in equity or at law or by virtue of this Lease at the time of such payment.

29. **BANKRUPTCY AND TENANT ASSURANCES**

(1) **Event of Bankruptcy** - An "Event of Bankruptcy" means the filing of a voluntary petition by Tenant, or the entry of an order for relief against Tenant, under Chapter 7, 11, or 13 of the Bankruptcy Code (or the conversion to a Chapter 11 or 13 proceeding of a proceeding that is filed by or against Tenant under any other chapter of the Bankruptcy Code)

(2) **Assumption of Lease** - If an Event of Bankruptcy occurs, the trustee of Tenant's bankruptcy estate or Tenant as debtor-in-possession may assume the Lease, and may subsequently assign it, only if it does the following within sixty (60) days after the date of the filing of the voluntary petition, the entry of the order for relief or the date of conversion (or such additional time as a court of competent jurisdiction may grant, for cause, upon a motion made within the original sixty (60) day period):

- (a) file a motion to assume the Lease with the appropriate court;
- (b) satisfy all of the following conditions, which Landlord and Tenant commercially reasonable:
 - (i) cure all defaults under the Lease or provide Landlord with adequate Assurance (see Paragraph 29(3)) that:
 - (A) it will cure all monetary defaults under the Lease within ten (10) days from the date of the assumption; and
 - (B) it will cure all non-monetary defaults under the Lease within thirty (30) days from the date of assumption;
 - (c) compensate Landlord and any other person or entity, or provide Landlord with Adequate Assurance (see Paragraph 29(3)) that within 10 days after the date of assumption, it will compensate Landlord and such other person or entity, for any pecuniary loss that Landlord and such other person or entity incurred as a result of the default of Tenant, the trustee, or the debtor-in-possession.
 - (d) provide Landlord with Adequate Assurance of Future Performance (see Paragraph 29(3) of all of Tenant's obligations under the Lease.
 - (e) deliver to Landlord a written statement that the conditions in Paragraph 29(2) have been satisfied.
- (3) **Adequate Assurance; Adequate Assurance of Future Performance**
 - (a) **Adequate Assurance** - For purposes only of Paragraph 29(2), and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law, "Adequate Assurance" means at least:
 - (i) entering an order segregating sufficient cash to pay Landlord and any other person or entity under Paragraph 29(2), and
 - (ii) granting to Landlord a valid first lien and security interest (in form acceptable to Landlord) in Tenant's property or its bankruptcy estate, which lien and security interest secures the trustee's or debtor-in-possession's obligation to cure the monetary and non-monetary defaults under the Lease within the periods set forth in Paragraph 29(2);
 - (b) **Adequate Assurance of Future Performance** - For purposes only of Paragraph 29(2), and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law. Adequate Assurance of Future Performance means at least:
 - (i) the trustee or debtor-in-possession depositing with Landlord, as security for the timely payment of rent and other monetary obligations, an amount equal to the sum of two (2) months minimum annual rent and 1/6 of Tenant's annual obligation under the Lease for the immediately preceding twelve (12) months for CAM costs, real estate tax payments, promotional fund and similar charges;
 - (ii) the trustee or the debtor-in-possession agreeing to pay in advance, on each day that the minimum annual rent is payable, 1/12 of Tenant's annual obligation under the Lease for the immediately preceding twelve (12) months for CAM costs, real estate tax payments, promotional fund and similar charges;

- (iii) the trustee or debtor-in-possession providing adequate assurance of the source of the rent and other consideration due under this Lease;
- (iv) the trustee or debtor-in-possession providing adequate assurance of the source of the rent due under the Lease will not decline substantially; and
- (v) Tenant's bankruptcy estate and the trustee or debtor-in-possession providing adequate assurance that the bankruptcy estate (and any successor after the conclusion of the Tenant's bankruptcy proceedings) will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the bankruptcy estate (and any successor after the conclusion of the Tenant's bankruptcy proceedings) will have sufficient funds to fulfill Tenant's obligations under the Lease and keep the Demised Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully-operational, actively promoted business on the Demised Premises; and

(4) Assignment of Lease

- (a) General - If the trustee or the debtor-in-possession assumes the Lease under Paragraph 29(2) and applicable bankruptcy law, it may assign its interest in this Lease only if the proposed assignee first provides Landlord with Adequate Assurance of Future Performance [see Paragraph 29(4)(b)] of all of Tenant's obligations under the Lease and if Landlord determines, in the exercise of its reasonable business judgment, that the assignment of the Lease will not:
 - (i) breach any other lease, mortgage, financing agreement, or other agreement relating to the Shopping Center by which Landlord is bound (and Landlord is not required to obtain consents or waivers from any third party required under any lease, mortgage, financing agreement, or other agreement by which Landlord is bound); or
 - (ii) disrupt the tenant mix of the Shopping Center or any other attempt by Landlord to provide a specific variety of retail stores in the Shopping Center that, in Landlord's reasonable business judgment, would be most beneficial to all of the tenants of the Shopping Center and would enhance the image, reputation, and profitability of the Shopping Center.
- (b) Adequate Assurance of Future Performance - For purposes only of Paragraph 29(4)(a), and in addition to any other requirements under the Bankruptcy Code, any future federal bankruptcy law and applicable case law, "Adequate Assurance of Future Performance" means at least the satisfaction of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable:
 - (i) the proposed assignee submitting a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined in the reasonable business judgment of Landlord to be sufficient to assure future by the assignee of Tenant's obligation under the Lease;
 - (ii) if requested by Landlord in the exercise of its reasonable business judgment, the proposed assignee obtaining a guarantee (in form and substance satisfactory to Landlord) from one or more persons who satisfy Landlord's standards of credit worthiness; and
 - (iii) the proposed assignee submitting written evidence, satisfactory to Landlord in the exercise of its reasonable business judgment, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under the Lease.

30. RELETTING BY LANDLORD

Landlord reserves other remedies at law or in equity, including, but not limited to, the right to dispossess Tenant (in the event of any of the above defaults) by entering and taking possession of the Demised Premises. In the event of dispossession, Tenant, its successors and assigns shall no longer have the right to use and occupy the Demised Premises, but Tenant shall continue to be liable for the rental provided for. In such event, Landlord shall have the right to re-let the Demised Premises as agent for Tenant (for this specific purpose) to such parties as Landlord deems suitable for the best rental Landlord can obtain by reasonable effort and Landlord may hold Tenant liable for any loss or damage whether suffered in re-renting, or by reasons of the property's remaining vacant, or for any damage done to the Demised Premises, and for any expense of reletting or remodeling in order to re-lease the Demised Premises. No Tenant shall have trade dress rights regarding the interior or exterior of the premise. Landlord reserves the right to use premise "as is".

31. ENTRY FOR CARDING, ETC.

Landlord may card Demised Premises "For Sale" at any time and "For Rent" ninety (90) days before the termination of this Lease. Landlord may enter the Demised Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

32. EFFECT OF TERMINATION OF LEASE

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

33. ESTOPPEL CERTIFICATE

Within ten (10) days after written request by Landlord or any mortgage or trustee under a mortgagee or deed of trust covering the Demised Premises, Tenant shall deliver in recordable form a statement to any mortgagee, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation that this Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that Tenant claims no defense or setoff to the due and full performance of its obligations under this Lease.

34. SUBORDINATION AND ATTORNMENT

Tenant agrees that this Lease shall be subject and subordinate to any mortgages, deeds or trust or any ground lease now or hereafter placed upon the Demised Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust. Tenant agrees to attorn to the mortgage, trustee, beneficiary under any such mortgage or deed of trust, and to the purchaser at a sale pursuant to the foreclosure thereof, and to the Landlord in the event of a termination of any such ground lease. This provision shall be self-operative without any further instrument necessary to effect such subordination and attornment. Tenant will, however, upon request by Landlord, execute and deliver to Landlord or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this paragraph. In default of Tenant's so doing, Landlord shall be and is authorized and empowered to execute such instrument in the name of and as the act and as the act and deed of Tenant, its authority being declared to be coupled with an interest and to be irrevocable.

35. NO ESTATE IN LAND

This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as provided in Paragraph 26 hereof.

36. HOLDING OVER

If the Tenant withdraws from the Landlord possession of the Demised Premises at the termination of this Lease, and after a twenty-four (24) hours written notice to vacate the Demised Premises has been given by the Landlord, the damages for which the Tenant shall be liable for such detention shall be and are liquidated at a sum equal to double the rate of rentals stipulated herein, the same to be due for the entire period of such holding over or detention; or, if the Tenant remains in the Demised Premises after the termination of this Lease, Landlord may elect, without notice to the Tenant, to constitute such withholding of the Demised Premises as a hold over under this Lease and such tenancy shall be considered a tenancy at sufferance and in no event shall it be considered a tenancy from month to month or from year to year, and the rental rates shall be double the amount of the rent as set out herein, if the parties cannot agree otherwise.

37. RELOCATION OF TENANT

Landlord shall have the right, at its option, to relocate Tenant from the Demised Premises to other space in the Shopping Center, substantially similar in size to the Demised Premises. Such relocation shall be at Landlord's cost and expense and shall include all of Tenant's costs to relocate and all actual losses incurred by Tenant while its business is closed due to relocation, except to the extent that same are reimbursed to Tenant by way of Business Interruption Insurance. In the event Landlord relocates Tenant to an area of the Shopping Center where the fair market value of the rental is greater or less than the fair market value of the Demised Premises, Tenant's minimum rent shall be adjusted upward or downward as the case may be to reflect the fair market value for the new space.

38. ATTORNEY'S FEES AND HOMESTEAD

In the event the Tenant fails to keep the Demised Premises and surrounding areas in the proper condition as provided in Paragraphs 15, 16, 18 and 44 herein, the Landlord may cause the same to be done for the Tenant and Tenant hereby agrees to pay the expense thereof on demand as additional rent. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligations owing under this Lease, Tenant hereby assigns to Landlord his homestead and exemption. If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage attorney's to enforce Landlord's rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, Tenant will reimburse Landlord for the reasonable expenses incurred thereby, including but not limited to court costs and reasonable attorney's fees, all being rental obligations of Tenant.

39. RIGHTS CUMULATIVE

All Rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

40. NOTICES

All notices provided for in this Lease shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, addressed (a) to the same address where rent is received; (b) to Tenant at its last known address and the Demised Premises; and (c) to the holder or holders of any mortgage or deed of trust covering the Demised Premises at such address as such holder or holders may have given notice. Either party, or any such holder, may from time to time, by notice, designate a different address to which notices to it shall be sent.

Tenant's notice address shall be:

7824 Fields, Inc, c/o Bill Fields
7220 S. 123rd Plaza, Suite F
La Vista, NE 68128

Phone Number: 402.619.2677

Landlord's notice address shall be:

Fantasy's Inc.
8930 S. 137th Circle, Suite 2
Omaha, NE 68138

Phone Number: (402) 891-9455

41. WAIVER OF RIGHTS

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the term hereof.

The receipt by Landlord of rent from any assignee, under Tenant or occupant of the Demised Premises shall not be deemed to be a waiver of the covenants of this Lease against assignment and subletting or an acceptance of the assignee, sublessee or occupancy as Tenant or a release of Tenant from the further observance or performance by Tenant of the covenants in this Lease.

42. TIME OF ESSENCE

Time is of essence of this agreement.

43. USE OF SHOPPING CENTER NAME

Tenant shall not, except to designate the Tenant's business address (and then only in a conventional manner and without emphasis or display) use the Shopping Center name, or any simulation or abbreviation of such name for any purpose. The Landlord reserves the right to change the name of the Shopping Center at any time. The Tenant will discontinue using such name and any simulation or abbreviation thereof with (30) days after the Landlord shall notify the Tenant that the Shopping Center is no longer known by such name.

44. CONDITION OF PREMISES

Tenant accepts Demised Premises in such condition and repair as they are in at the commencement of the term of the Lease, which acceptance shall be conclusive evidence of the good and satisfactory condition of the Demised Premises at such time. Upon expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises in good condition and repair, ordinary wear and tear accepted. All equipment and lighting should be in good working order, and the premises free of debris and broom swept or vacuumed.

45. IMPROVEMENTS

All improvements, alterations, and additions to the Demised Premises as set forth on Exhibit "C" shall be made at Tenant's expense, in good workman-like manner and in accordance with plans and specifications which have been previously approved in writing by Landlord. Landlord agrees to reimburse Tenant for the cost of such improvements up to a maximum of \$ 45,000. Upon completion of Tenant's work, Tenant shall present to Landlord paid invoices for such work, together with signed mechanics' lien waivers from all contractors and material suppliers furnishing labor or materials for such work, and such other documents as Landlord may reasonably request, and upon receipt of such satisfactory documentation, Landlord shall pay Tenant for the cost of the work, up to the maximum of \$45,000. Any cost in excess of the maximum amount shall be paid by Tenant. If the improvements, alterations, or additions are to be made by a contractor other than one previously approved by Landlord in writing, Landlord reserves the right (1) to approve such contractor, which approval shall not be unreasonably withheld, and (2) to require adequate lien waiver, bonds, permits, licenses, insurance and the like. All improvements and additions made by, for, or at the direction of Tenant and attached to the Demised Premises, including without limitation, all walls, ceilings, partitions, carpets, floor and wall coverings, lighting fixtures, doors, hardware, shelves, cabinets, ceilings, and other fixture excluding Tenant's trade fixtures and other personal property, shall when made become at the option of the Landlord the property of Landlord and shall remain in the Demised Premises and shall be surrendered to Landlord at the expiration earlier termination

of this Lease, Landlord has made no representations as to the condition of the Demised Premises or Building in which the Demised Premises are located, or any agreement to remodel, repair or decorate the Demised Premises.

Notwithstanding any provision of this Lease relating to improvements, additions, alterations, repairs, and/or reconstruction of or to the Demised Premises, Landlord and Tenant hereby agree and confirm that (a) Landlord has not consented and will not consent to the furnishing of any labor or materials to the Demised Premises that would or may result in any construction lien attaching to Landlord's interest in the Demised Premises, (b) Tenant is not the agent of Landlord for the purposes of any such improvements, additions, alterations, repairs and/or reconstruction, and (c) except as expressly provided herein, Landlord has retained no control over the manner in which any such improvements, additions, alterations, repairs and/or reconstruction are or is accomplished, and has made no agreement to make or be responsible for any payment to or for the benefit of any person furnishing labor and/or materials to or for the account of Tenant shall be entitled to claim any lien against the interest of Landlord in the Demised Premises and such person(s) shall look solely to Tenant and the leasehold interest of Tenant under this Lease for satisfaction of any such claim.

Tenant is specifically warned that any alterations that include penetrating, fastening to, or placement on the roof may void the roof warranty and Tenant will be held liable. Any penetrations, fastenings, or placements on the roof must be (1) approved in advance in writing by Landlord, (2) performed by contractor, approved by roof manufacturer, and (3) documented by contractor and acknowledged by manufacturer to Landlord that repairs were properly made.

46. DEFINITIONS

"Landlord" as used in this shall include first party, its heirs, representatives, assigns and successors in title to Demised Premises. "Tenant" shall include second party, its heirs and representatives and, if this shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to Demised Premises covered by such assignment or sublease. "Agent" shall include third party, its successors, assigns, heirs, and representatives. "Landlord," "Tenant" and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

47. REASONABLE REGULATION

Tenant shall not permit allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Demised Premises which shall cause or be likely to cause injury or damage to any person or to said Demised Premises or the building or to the sidewalks and pavement adjoining the Demised Premises. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gases or any smoke, dust, steam or vapors, or any loud disturbing noise, sound or vibration to originate in or to be emitted from said Demised Premises. Tenant at all times shall keep said Demised Premises in a neat and orderly condition and shall keep the entry ways, sidewalks and delivery areas adjoining the Demised Premises clean and free from Tenant's rubbish and dirt. Tenant shall not use or permit the use of any portion of said Demised Premises as sleeping or living quarters or as lodging rooms, or keep or harbor therein any live animals, fish, or birds or use the same for illegal purpose. Tenant shall not permit, allow or cause the sinks, toilets or urinals in the Demised Premises or building to be used for any purpose except that for which they were designed and installed, and the expense of repairing any breakage or damage or removal of any stoppage resulting from a contrary use shall be paid by Tenant. Tenant shall maintain the show windows in a clean, neat and orderly condition and the glass thereof clean, and shall store all trash, rubbish and garbage within said Demised Premises. Tenant shall keep the Demised Premises clean and free of rodents, bugs and vermin and at the request of Landlord participate and cooperate in executing any program of extermination that Landlord may direct and Tenant shall bear the cost thereof. Tenant agrees to abide by the Rules and Regulations attached hereto as Exhibit "D" as the same may be amended by Landlord from time to time, and such other rules and regulations that may be implemented from time to time so long as they are uniformly applied and reasonable in nature. The Landlord reserves the right to impose reasonable restrictions as to loading.

48. CONDUCT OF TENANT'S BUSINESS

Tenant agrees during the term of this Lease that Tenant will:

- a. To use the entire Store for the use specified and to conduct Tenant's business in a reputable manner;
- b. To adequately staff and stock its Store to handle the business;
- c. To maintain displays in the display windows, if any;
- d. To place and maintain signs on the Store only in conformity with Exhibit G hereto and to keep the display windows and signs, if any, well lighted during such hours that the center is lighted by Landlord;
- e. To maintain the Store and property and signs therein, and the windows and doors, in a neat, clean, sanitary and safe condition;
- f. To store in the Store only merchandise Tenant intends to sell;
- g. To comply with all licenses or permits which may be required by Tenant for business conducted in the Store;
- h. To use for offices only such space as is reasonably required for the conduct of Tenant's business in the Store;

- i. To use the Insignia or other identifying mark of the Shopping Center designated by Landlord in Tenant's advertising, whether printed or visual, and to make reference to the name of the Shopping Center in each instance of audio advertising.
- j. Not to place any weight upon the floors which shall exceed seventy-five (75) pounds per square inch of floor space covered;
- k. Not to change the trade or advertising name of the business operated in the Store without Landlord's prior written consent;
- l. Not to conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or any fictitious going-out-of-business sale.

49. RADIUS RESTRICTION

Tenant covenants and agrees that it will not engage, directly or indirectly, nor through a subsidiary or affiliated corporation, not through partnerships or other commercial entities, in the same or in any business similar to that to be conducted in the Store within a radius of two (2) miles from the extreme limits of Landlord's premises during the term of this Lease and all renewals and extensions. The restrictions of this section shall not apply to any such business of Tenant open and doing business within the radius as of the dated of the execution of this Lease.

In the event of any violation of the restriction, then Landlord, at its option, shall be entitled to an injunction restraining such violation in addition to other legal or equitable damages or remedies available and Landlord shall also have the right to require that the Gross Sales (as defined in this Lease) of any such store or business within three restricted radius shall be included in the Gross Sales made from the Store and from such other store or business, and Tenant shall make all records of such competing store or business available to Landlord for inspection and/or copying for the purpose of properly determining Percentage Rental.

50. (Future Use)

51. PROVISIONS BINDING, ETC.

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to benefit of the parties, their legal representatives, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of the land, building or this Lease of the Shopping Center, Landlord shall be entirely relieved of all obligations hereunder.

52. ENTIRE AGREEMENT, ETC.

This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. If any provision contained in an exhibit, rider or addenda is inconsistent with the printed provision of this Lease, the provision contained in said exhibit, rider or addenda shall supersede said printed provision. It is herewith agreed that this Lease contains no restrictive covenants or exclusive in favor of Tenant. Should the Tenant at any time during the term of this Lease claim rights under a restrictive covenant or exclusive, whether implied or otherwise, the Tenant herewith specifically waives any such claim with respect to department stores or regional or national chains, in addition to other merchants with whom leases had been signed prior to the date of the signing of this Lease by both the Tenant and Landlord. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this lease. The laws of the state in which the Demised Premises are located shall govern the validity, performance and enforcement of this Lease.

53. FORCE MAJEURE

This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations, or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by including but not limited to acts of God or by reason of strikes, civil unrest, or governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order, or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war.

54. FINANCIAL STATEMENTS

Prior to execution of this Lease, Tenant has furnished to Landlord a financial statement stating Tenant's net worth. Tenant will furnish an updated financial statement upon Landlord's request during the term of this Lease. Landlord may not make this request more than once in any one calendar year. Landlord has relied on the financial statement and representations made by Tenant on its application in this Lease. Any material misrepresentation or omission of this information shall be considered a default hereunder and grounds for Landlord terminating this Lease.

55. WAIVER OF LIABILITY

Anything in this Lease to the contrary notwithstanding, Landlord shall have no personal liability arising from this Lease and Tenant agrees that it shall look solely to estate and property of the Landlord in the land and buildings comprising the Shopping Center of which the Demised Premises are a part, and subject to prior rights of any mortgagee of the Demised Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

56. GOVERNMENTAL LEVIES

Tenant agrees to pay (A) any tax levied by any governmental authority against: (1) the rents paid to Landlord hereunder, (2) the gross receipts paid to Landlord hereunder (including, if applicable, real estate ad valorem taxes, insurance premiums, common area maintenance payment and percentage rental, but not limited to these items) or (B) any "commercial lease tax" as it may be defined or payable.

57. GOVERNMENTAL REQUIREMENTS

Tenant agrees, at its own expenses, to promptly comply with all requirements of any legally constituted public or governmental authority made necessary during Tenant's occupancy and use of said Demised Premises.

58. SECURITY INTEREST

As security for the performance of Tenant's obligations hereunder, Tenant (Debtor herein) grants unto Landlord, its successors and assigns, a lien on all of the inventory, goods, fixtures and equipment (and any replacements thereof) used in the operation of Tenant's (Debtor's) business on the Demised Premises. Landlord shall have all the rights of a secured party under the applicable Uniform Commercial Code adopted in the state where the Demised Premises are located, in addition to all other rights granted to Landlord by law. Tenant shall execute all Financing Statements, Continuation Statements and other documents required by Landlord to perfect and continue perfection of its security interest at lease execution. In default of Tenant's so doing, Landlord shall be and is authorized and empowered to execute such instrument in the name of and as the act and deed of Tenant, this authority being declared to be coupled with an interest and to be irrevocable.

59. DELIVERY OF LEASE

Because the Demised Premises are on the open market and are presently being shown, this Lease shall be treated as an offer with the Demised Premises being subject to prior lease and such offer subject to withdrawal or non-acceptance by Landlord or to other use of the Demised Premises without notice, and this lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto.

In so far as the attached stipulations conflict with any of the provisions set forth below, the attached shall control;

60. RECORDING

Tenant shall not record this Lease or Memorandum of Lease without prior written consent of Landlord.

61. EXHIBITS

The following exhibits are included as a part of this Lease:

- Exhibit A Site Plan
- Exhibit B Legal Description
- Exhibit C Improvements
- Exhibit D Rules and Regulations
- Exhibit F Signage Criteria
- Exhibit G Personal Guarantee
- Exhibit H Receipt Acknowledgement for Southport East Subdivision Agreement and Covenants

62. CONFIDENTIALITY

Tenant acknowledges that the terms and provision of this Lease, including, but not limited to, amounts and forms of rent and other consideration, were negotiated and agreed to by or on behalf of Landlord and Tenant without reference to comparability with the terms and conditions of leases for other of the tenantable space at the Shopping Center. Tenant agrees that it will not, without the prior written consent of Landlord, reveal the terms and conditions of this Lease, including, but not limited to, amounts and forms of rent, any other part thereof, to anyone other than financial and legal advisors who themselves agree to keep such information confidential, including, but not limited to, other existing or prospective tenants of the Shopping Center.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals,

LANDLORD:

Funtasy's Inc

BY:

Jeff Spahn

ITS:

President

TENANT:

Bill Fields

BY:

BILL FIELDS

ITS:

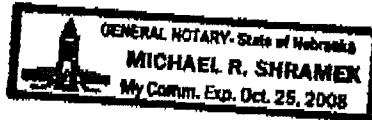
MANAGEMENT MEMBER

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this 7 day of December, 2007, by John Spurrier
the President of Platte City Tax, a Nebraska corporation, on behalf of such entity
Michael R. Spurrier
Notary Public

Commission expires: Dec 25, 2008

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss



The foregoing instrument was acknowledged before me this 24 day of September, 2007, by Bill Fields
the Managing Member of Fields, Inc., a Nebraska corporation, on behalf of such entity
Bill Fields
Notary Public

Commission expires: 2/14/2010
GENERAL NOTARY- State of Nebraska
JANE H. LOACH
My Comm. Exp. Feb. 14, 2010

AUG-27-2009 11:23AM FROM-WESTIN

+4026917926

T-771 P.019/026 F-299

EXHIBIT A

SITE PLAN

AUG-27-2009 11:23AM FROM-WESTIN

+4026917926

T-771 P.020/026 F-289

EXHIBIT B
LEGAL DESCRIPTION

**Southport Square
7826 S. 123rd Plaza, Suite E & F
La Vista, NE 68128**

Exhibit C

TENANT IMPROVEMENTS

Landlord shall deliver the premises to Tenant in AS IS where is condition. Tenant shall be solely responsible for all buildup and improvements to the premises. Tenant shall not be permitted to commence construction of the premises until Landlord has provided Tenant with written consent and authorization, which shall not be unreasonably withheld, to proceed with said construction. Tenant shall submit it's final drawings of it's plans for construction to the premises to Landlord for Landlord's written approval prior to the Date of Possession. Landlord shall provide Tenant with it's written consent or rejection to Tenant's request no later than 10 days from date of Landlord's receipt of said plans.

Landlord shall provide a contribution to the Tenant's work in the amount of \$ 45,000.

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalk, entrances, passages, courts, vestibules, corridors and halls shall not be obstructed or encumbered by any Tenant or used for any purposes other than ingress and egress to and from the respective stores.
2. No awnings or other projections shall be attached to the outside walls of the building without the prior consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any windows or doors of the respective stores, without written consent of Landlord.
3. No sign, signal, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the respective stores without the prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability and may charge any expense in such removal to the Tenants violating this rule.
4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the buildings shall not be covered or obstructed by any Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
5. No showcases, sales tables, merchandise displays, signs or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the halls, common passageways, corridors or vestibules without the prior written consent of Landlord.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse or the fixtures shall be borne by the Tenant who, or whose employees, agents, visitors, or licensees, shall have caused the same.
7. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or released from the respective stores.
8. No space in the Shopping Center shall be used for the sale of merchandise, goods or property of any kind at auction.
9. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Shopping Center or those having business therein, whether by the use of any musical instruments, amplified sound, unusual noise, whistling, or singing, or in any other way. No Tenant shall throw anything out of the doors, windows, or skylights down the passageways.
10. No Tenant, nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep in the respective stores any flammable, combustible or explosive fluid, chemical or substance.
11. All boxes must be broken down flat before being placed in special cardboard bins (or dumpsters). All plastic bags, wrapping paper, loose materials, etc., must be secured in boxes or tied in bags prior to emptying into dumpster.
12. The respective stores shall not be used for lodging or sleeping or for any immoral or illegal purposes.
13. The requirements of each Tenant will be attended to only upon application at the office of Landlord. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.
14. Canvassing, soliciting and distribution of handbills other than in the respective stores is prohibited and each Tenant shall cooperate to prevent the same.
15. There shall not be used in any space, or in the public halls or the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires.
16. Each Tenant must, upon the termination of this tenancy, restore to Landlord all keys to stores, offices, and toilet rooms either furnished to, or otherwise procured by Tenant, and in the event safes, closets or other lockable permanent fixtures are installed in the respective store, give all keys or combinations thereto to Landlord at the termination of the Lease.
17. Each Tenant must, upon termination of its tenancy, restore floors, walls, and ceilings to repaired condition, leaving no holes or damage caused by Tenant use and/or removal of Tenant fixtures.

EXHIBIT F

TENANT SIGNAGE CRITERIA

I. GENERAL

All Tenant signage (with the exception of signs located wholly within demising partitions of stores) including anything on the outside of storefronts or the inside of windows and on the outside of loading doors, shall be governed by this Lease Exhibit F.

Signage governed hereby must have design approved in writing by Landlord prior to fabrication and installation.

Written Application for permanent store identity sign approval shall be submitted in triplicate and shall include at least the following, all of which are subject to Landlord's approval:

A drawing of the sign detailing the following:

Size and style of the following:

- i) sign structure support;
- ii) lettering; and
- iii) logo, artwork, graphics, etc.

Materials and colors.

All dimensions.

Illumination details and specifications (including electrical load requirements).

Plan and elevation sketches illustrating the exact locations proposed for the sign.

Within two (2) weeks of receipt of Tenant's complete sign application, Landlord shall approve or deny said application.

Approval will not be unreasonably withheld from applications submitted in compliance with this Lease Exhibit F.

Approval may be conditioned upon changes required from the plan as submitted.

Landlord reserves the right of purely subjective judgment on aesthetic matters.

All Tenant signage shall be illuminated, and both the installation and maintenance shall be at the Tenant's sole responsibility and expense.

Switches to sign illumination shall be photoelectric or timers, set to illuminate each day at dusk. Illumination of signs must be switched on during all hours of operations after dusk.

Landlord's responsibility relative to Tenant's signs is limited to approval solely for Landlord's purposes, and Tenant bears the full and final responsibility, financial and otherwise, for the following, relative to Tenant's signs:

Meeting all applicable regulatory, approval, code, and permit requirements, etc.

Proper installation, operation, maintenance, and repair of Tenant's sign(s).

Holding Landlord harmless against damage to Landlord's building, and against any other property damage or personal injury that might be occasioned by the installation, operation or removal of Tenant's sign(s).

Failure to Maintain: In the event Tenant is notified of disrepair or improper illumination of its signs as approved by Landlord, Tenant shall correct such disrepair within ten (10) days of written notice from Landlord. Should Tenant fail to correct such disrepair within the aforesaid time period, Landlord will correct such disrepair at Tenant's expense based upon Landlord's actual cost plus twenty percent (20%).

All criteria are subject to compliance with city ordinance and approval.

II. PERMANENT STORE IDENTITY SIGNS

Bulkhead Signs:

Tenant's bulkhead signs shall be store identity signs only, and shall be mounted directly on a raceway to the vertical fascia overhanging the storefront with no other background material, and:

No higher than one foot (1') below the top of the vertical fascia.

No closer than three feet (3') to an extension of Tenant's side lease line.

Bulkhead signs shall be 3-dimensional, cut or cast letters, reversed channel or plexiglass self-illuminated face with metal sides. Exceptional use of predominately decorative sculpture, coat of arms, shields or logos, may be permitted if approved by landlord. All lamps, conductors, transformers, and other equipment shall be completely concealed either within the letters or behind the fascial overhang.

The thickness of Tenant's "cut-out" type illuminated letters shall be limited to a maximum of six inches (6").

Tenant's bulkhead signs shall be limited to letters conforming to the following height criteria:

Up to 25' storefront: 3' Max.; 2'3" Min.

Over 25' storefront: 4' Max.; 3'0" Min.

In addition, size of signs shall be limited in length to a maximum of seventy percent (70%) of the length of the wall upon which the sign is located and which is within an extension of the demising partitions of the store.

Rear Signs: Directly on the back of the west-facing wall of those tenants with a west rear or side wall, with no other background material mounted on raceway:

The top of each sign to be immediately below the rain gutter.

No part of any sign to be closer than three feet (3') to point of intersection of Tenant's west-facing wall with a demising partition.

III. SPECIFICALLY NOT PERMITTED

Without limiting the generality of the foregoing, the following will specifically not be permitted on the exterior of the building or outside the storefront:

Any flat, painted permanent sign.

Any flashing action, moving action, or audible action sign parts.

Permanent signs not mounted to the fascia or overhang in front of the store.

Listing of products, unless part of name or logotype.

Neon signs (except as mounted inside of tenant's windows),

Back-lighted, box-type signs.

IV. EXCEPTIONS

Landlord, at Landlord's sole discretion, may grant temporary and/or permanent exceptions to these sign criteria when in landlord's sole discretion, such exception will be consistent with the intent hereof.

Where appropriate and feasible, exceptions will be considered for tenants desiring to repeat their bulkhead sign on the side or rear walls for additional exposure.

Any such exception shall only be in writing and in response to written requests for same, fully documenting the reasons for same, and illustrated with detailed plans and elevations.

Exhibit "G"

PERSONAL GUARANTY

On or about Sept 24 th, 2007 Fantasy's Inc, a Nebraska corporation ("Landlord") and Fields Inc, A Nebraska Corporation ("Tenant") entered into a certain lease for the real estate located at or about 7246 Sc 123 Pkwy (the "Lease). To induce the Landlord to enter into that certain Lease dated as of Sept 24 th, 2007 and for other valuable consideration, the undersigned Guarantors hereby jointly, severally and unconditionally guarantee to Landlord : 1) prompt and full payment of all rent and other payments due from the Tenant and/or the Successor Tenant under the Lease; and ii) prompt and complete performance of all of the other terms and conditions and covenants of the Tenant and/or the Successor Tenant under the Lease.

The Guarantors each intend and agree that this Guaranty shall remain effective until full and complete payments and performance of all of the Tenant's and/or Successor Tenant's obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or inurement which might otherwise act to reduce or discharge the Guarantors. In this regard, each of the Guarantors acknowledges and agrees that the liability of the Guarantors under the Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease. The Guarantors each waive notice of any such assignment, extension, amendment, modification or forbearance. Each Guarantor further agrees that Landlord may pursue its remedies under this Guaranty without proceeding against the Tenant and/or Successor tenant and may pursue its remedies against one Guarantor without pursuing the other Guarantor.

This Guaranty shall be binding upon the heirs, successors and personal representatives of each Guarantor and shall be construed according to Nebraska law. The liability and obligation of each Guarantor under this Guaranty shall be joint and several.

EXECUTED this 24th day of September, 2007.

GUARANTORS:

Bill Fields
Bill Fields

Larry Fields
Larry Fields

Lylette Fields
Lylette Fields

EXHIBIT "H"

Receipt Acknowledgement for Southport East Subdivision Agreement and Covenants

This is to acknowledge receipt of the Subdivision Agreement and Covenants for Southport East.

TENANT:

BILL FIELDS

BY:

BILL FIELDS

ITS:

MANAGING MEMBERDATE: September 24th, 2007

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
TERRORISM PREVENTION PROGRAM GRANT INTERLOCAL COOPERATION AGREEMENT	◆RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the City of La Vista and Sarpy County for the use of grant funds from the 2005 Law Enforcement--Terrorism Prevention Program Grant for the purchase of a mobile radio.

FISCAL IMPACT

The grant will provide \$4,600 toward the purchase and installation of a mobile radio. Total cost of the radio (\$4,830) and installation (\$220) is approximately \$5,050. The remaining \$450 will be taken from the FY10 police budget.

RECOMMENDATION

Approval.

BACKGROUND

Sarpy County Emergency Management received notice of re-allocated 2005 Law Enforcement Terrorism Prevention Program grant funds that were made available by the Nebraska Emergency Management Agency (NEMA). Four thousand six-hundred (\$4,600) dollars were made available to the La Vista Police Department for a project that was previously submitted to NEMA. The funds were allocated for the purchase of one (1) Motorola XTL 5000 mobile radio that will be installed in a police car. Total cost for purchase and installation is approximately \$5,050. The remaining cost (\$450) will be taken from the FY10 police department budget. Under the grant terms, Sarpy County must act as the fiscal agent for the grant; therefore an Interlocal Agreement with the County is being submitted for approval. The Sarpy County Board approved the Interlocal at their September 1, 2009 meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR THE USE OF FUNDS FROM THE 2005 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City of La Vista to enter into an Interlocal cooperation agreement for the use of funds from the 2005 Law Enforcement Terrorism Prevention Program (LETPP) grant, and

WHEREAS, an agreement has been proposed with Sarpy County for the use of re-allocated funds from the 2005 LETTP grant for the purpose of purchasing one mobile radio, and

WHEREAS, said agreement is in the best interests of the citizens of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of an Interlocal Cooperation Agreement with Sarpy County for the use of \$4,600 in re-allocated funds from the LETTP grant

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LA VISTA, NEBRASKA AND COUNTY OF SARPY, NEBRASKA
2005 Law Enforcement Terrorism Prevention Program Grant

This Agreement is made and entered into this _____ day of _____, 2009, by and between the County of Sarpy, acting by and through its governing body, the County Board of Commissioners (hereinafter referred to as "County") and the City of LaVista, Nebraska acting by and through its governing body, the City Council (hereinafter referred to as "City") both of Sarpy County, State of Nebraska, witnesseth:

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

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

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

WHEREAS, County will receive \$4,600.00 from the Law Enforcement Terrorism Prevention Program ("LETPP") Grant (hereinafter referred to as "Grant") for the purposes of purchasing one (1) Motorola XTL 5000 mobile 10-35 watt radio for use by the La Vista Police Department; and,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

County shall receive Grant funds in the amount of four thousand six hundred dollars (\$4,600.00). County will provide City with said Grant funds. City shall receive Grant funds in the amount of four thousand six hundred dollars (\$4,600.00). In no event shall County be responsible for more than the total allocated to City. City will spend it for purposes not inconsistent with the terms of the Grant and for the purpose of purchasing one (1) Motorola XTL 5000 mobile 10-35 watt radio. City will seek from County reimbursement up to \$4,600.00.

Section 2.

County's Obligations:

- County will receive from Grant funds not to exceed \$4,600.00.
- County has final approval of all grant funds expended and shall serve as fiscal agent of the Grant.
- County shall submit required progress and financial reports.
- Upon receipt of original invoices from City as outlined in Section 3, County will reimburse City for approved actual expenditures incurred for services covered by the grant.

Section 3.

City's Obligations:

- City will follow all terms and conditions of grant.
- City will keep detailed records of eligible expenditures for reimbursement from grant.
- City will provide County with its procurement procedures and proof that such procedures have been followed when purchasing the Motorola XTL 5000 mobile 10-35 watt radio.
- City will submit to County for reimbursement up to \$4,600.00 all original invoices with proof of approval by the Police Chief or whoever authorizes such bills to be paid. Copies of detailed records shall be attached to the original invoices.
- City will provide biannual progress and financial reports to Sarpy County Emergency Management Agency no later than December 31, 2009.

- City will provide any and all documents in regards to equipment procurement and disposition of said equipment for the sole purpose of custody and tracking.

Section 4.

This Grant was originally a five-year grant. The funds that are the subject of this agreement are reallocation funds based on unspent funds of the original grant allocations.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against County other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against City other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF La Vista, Nebraska

City Council Chair

Attest:

COUNTY OF Sarpy, Nebraska

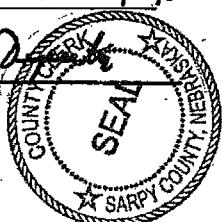
County Board Chair

County Board of

Sarpy County Clerk

Approved as to form:

County Attorney



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
PURCHASE AGREEMENT AND TEMPORARY EASEMENT - STEPANEK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a Purchase Agreement and Temporary Easement Agreement with Victor Stepanek and Linda S. Podany-Stepanek, 5551 Maas Road, Papillion, Nebraska 68133, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$27,100.00.

FISCAL IMPACT

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

RECOMMENDATION

Approval

BACKGROUND

The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO VICTOR STEPANEK AND LINDA S. PODANY-STEPANEK IN AN AMOUNT NOT TO EXCEED \$27,100.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Victor Stepanek and Linda S. Podany-Stepanek; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Victor Stepanek and Linda S. Podany-Stepanek; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

WHEREAS, Paragraph 9 of Section 1-316 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Victor Stepanek and Linda S. Podany-Stepanek in an amount not to exceed \$27,100.00.

PASSED AND APPROVED THIS 15TH OF SEPTEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MIDWEST

Right of Way Services, Inc.

August 11, 2009

Mr. John Kottmann
Thompson Dreessen and Dorner, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

RE: City of La Vista
Keystone Trail – La Vista
Project # ENH-77(50)
Tract # 4 - Stepanek

Dear Mr. Kottmann:

Enclosed is the completed file for Tract # 4, Victor Stepanek for the above reference project. Please have the property authority with the City of La Vista execute the Purchase Agreement and Temporary Easement. Total payment amount of \$27,100.00 and copies of the documents need to be sent to:

Victor Stepanek and Linda A. Podany-Stepanek
5551 Mass Road
Papillion, Nebraska 68133

Please note; Mr. Stepanek would only allow his wife to sign the Warranty Deed, not the Purchase Agreement and Temporary Easement.

Please forward a copy of the verification of payment and recorded documents to Midwest Right of Way Services for our records.

If you have any questions, please contact me at (402) 955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.


Chris Pawloski
Project Manager

Enclosures:

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 4

THIS CONTRACT, made and entered into this 30th day of July, 2009,
by and between, VICTOR STEPANEK
Address: 5551 Maas Road, Papillion, Nebraska 68133
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

SEE ATTACHED EXHIBIT "A"

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.87</u>	acres at	<u>\$ 30,000.00</u>	per acre	<u>\$ 26,100.00</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:					<u>\$</u>
					TOTAL \$ 26,100.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

Buyer signs below subject to delivery of warranty deed at closing executed by Owner and Owner's wife. *N. M.*

1910109

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

OWNER

~~VICTOR STEPANEK~~

By _____

Dated this _____ day of _____, 20____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary _____

STATE OF NEBRASKA)
)ss.

Dated this 30 day of July, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

VICTOR STEPANEK

to me known to be the ~~identical~~ person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

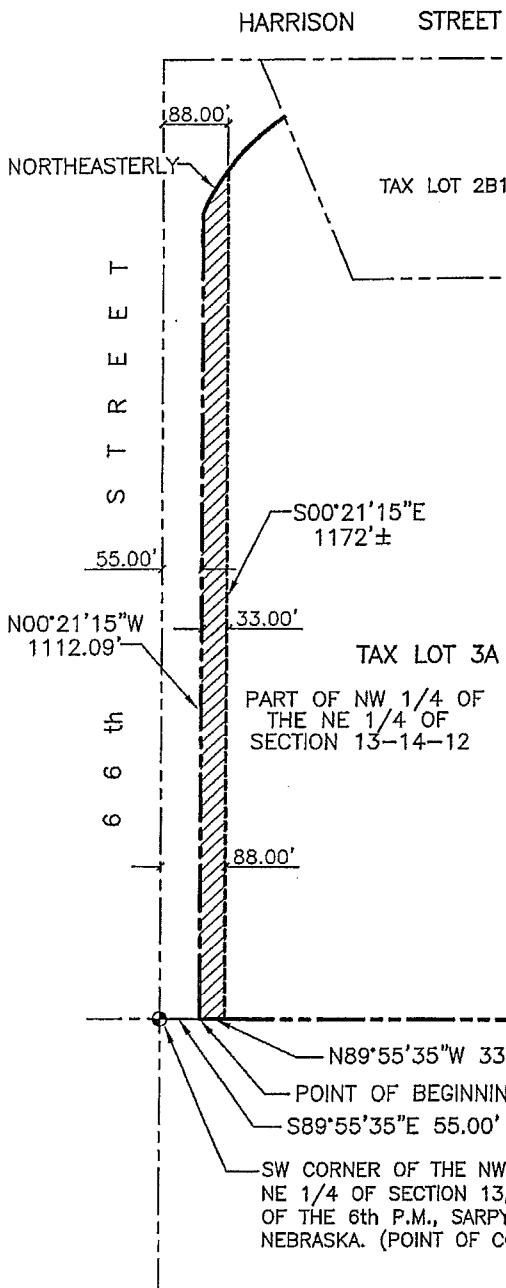
WITNESS my hand and Notarial Seal the day and year above written.

Notary Richard D. Seeger

COUNTY OF Barry (SEAL)



EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT 3A IN THE NW 1/4 OF THE NE 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NW 1/4; THENCE S89°55'35"E (ASSUMED BEARING) 55.00 FEET ON THE SOUTH LINE OF SAID NW 1/4 TO THE EAST LINE OF 66th STREET AND THE POINT OF BEGINNING; THENCE N00°21'15"W 1112.09 FEET ON THE EAST LINE OF 66th STREET AND ON A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NW 1/4; THENCE NORTHEASTERLY ON THE EAST LINE OF 66th STREET TO A POINT 88.00 FEET EAST OF THE WEST LINE OF SAID NW 1/4; THENCE S00°21'15"E 1172 FEET MORE OR LESS ON A LINE 88.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NW 1/4 TO THE SOUTH LINE OF SAID NW 1/4; THENCE N89°55'35"W 33.00 FEET ON THE SOUTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 0.87 ACRES MORE OR LESS.

SCALE:
1" = 200'

171359EX1.dwg



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

STATE OF NEBRASKA

LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT
TEMPORARY EASEMENT - INDIVIDUAL

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 4

THIS CONTRACT, made and entered into this 30th day of July, 2009,
by and between, VICTOR STEPANEK
Address: 5551 Maas Road, Papillion, Nebraska 68133
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.27</u>	acres at	<u>\$ 30,000.00</u>	per acre X 12%	<u>\$ 972.00</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Approximately		acres at	<u>\$</u>	per acre	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Moving and replacing approximately		rods of fence at	<u>\$</u>	per rod	<u>\$</u>
Other Damages:					<u>\$</u>
					<u>TOTAL \$ 1,000.00 @</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

By _____

Date _____

Dated this _____ day of _____, 20_____
On the above date, before me a General Notary Public duly commissioned and qualified

personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary _____

STATE OF NEBRASKA)
)ss.

OWNER

~~VICTOR STEPANEK~~

Dated this 30 day of

On the above date, before me a Notary Public duly commissioned and qualified, personally came

VICTOR STEPANEK

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notaria Seal the day and year above written.

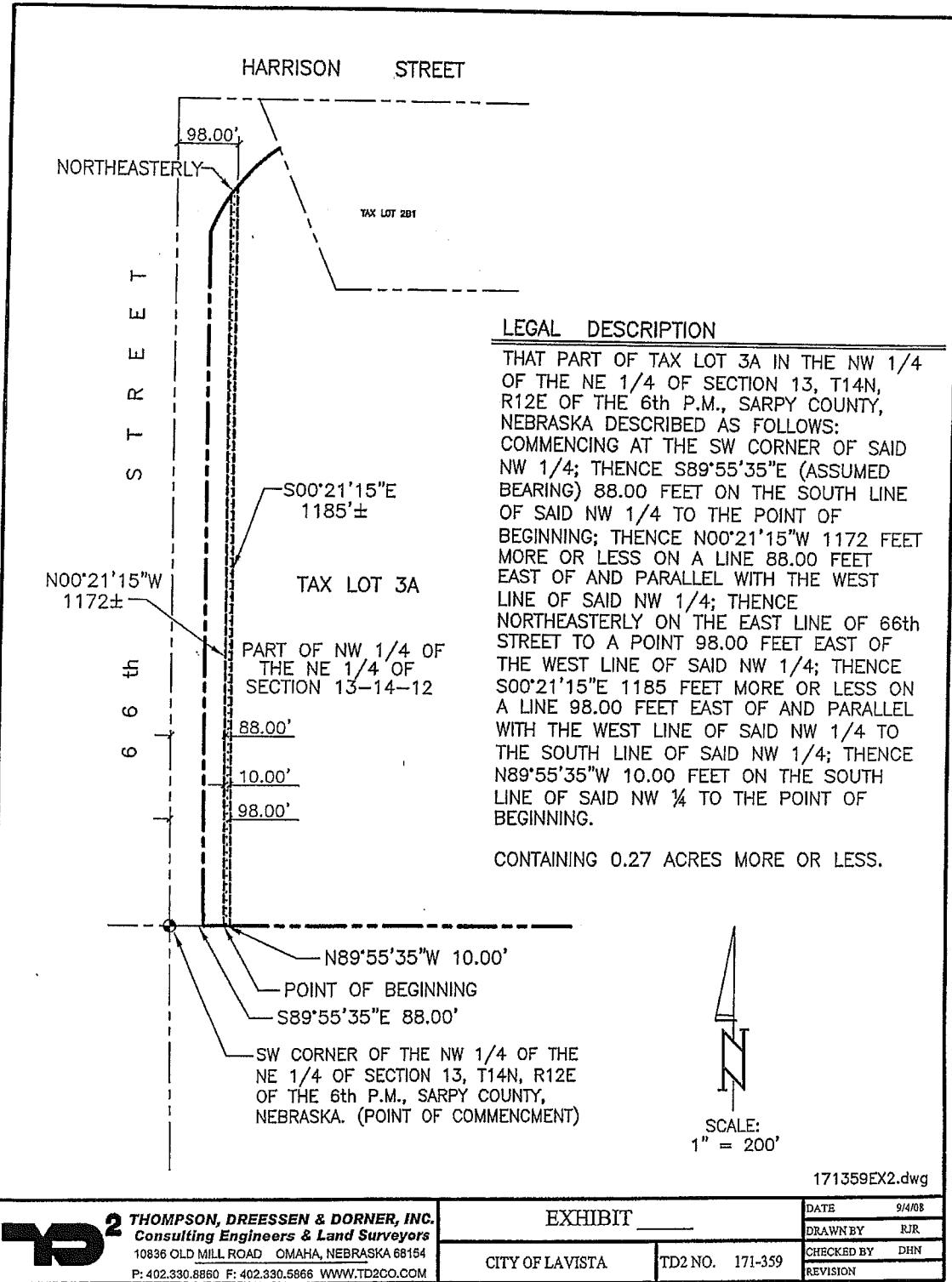
Notary _____

STATE OF WISCONSIN)
)ss.

COUNTY OF Sheriff (S E A L)



EXHIBIT "A"



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT

171359EX2.dwg

DATE 9/4/08

DRAWN BY RJR

CHECKED BY DHN

REVISION

WARRANTY DEED - INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 30th day of July, 2009, between VICTOR STEPANEK and his wife Linda A. Podany Stepanek, party of the first part, and the CITY OF LA VISTA, NEBRASKA, a Municipal Corporation organized and existing under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of Nebraska, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments, and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this 30 day of July, 2009.

INDIVIDUAL and/or PARTNERSHIP

Victor Stepanek
VICTOR STEPANEK

Linda A. Podany Stepanek
Linda A. Podany Stepanek

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
ss.
COUNTY OF Sarpy)

On this 30 day of July, 2009, before me, a General Notary Public, duly commissioned and qualified, personally came VICTOR STEPANEK + Linda A. Podany - Stepanek to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written
(S E A L)

Vickie E. Rogge
Notary Public

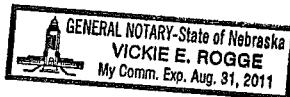
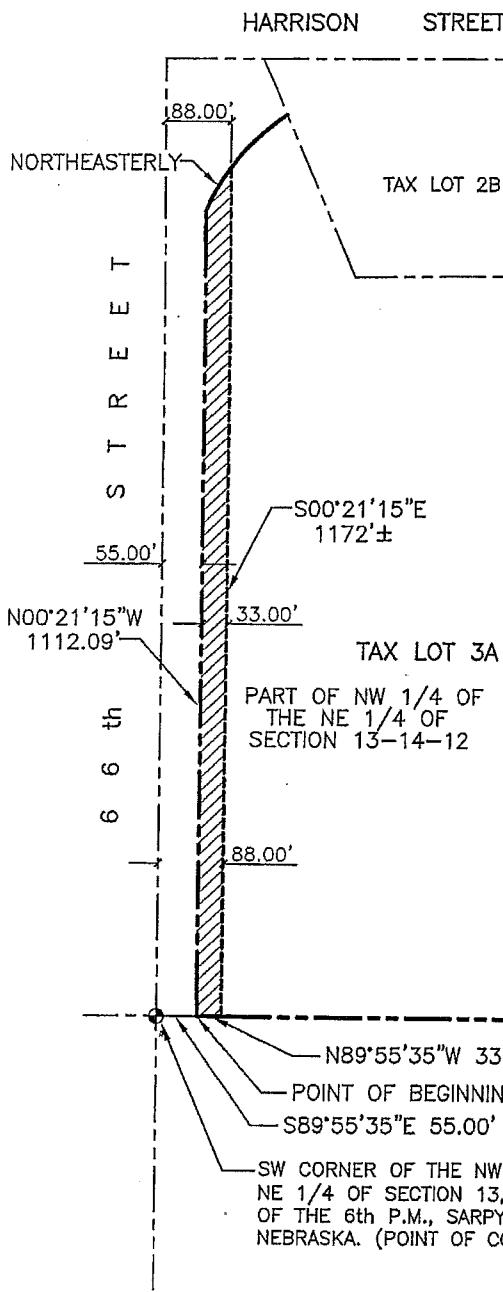


EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF TAX LOT 3A IN THE NW 1/4 OF THE NE 1/4 OF SECTION 13, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF SAID NW 1/4; THENCE S89°55'35"E (ASSUMED BEARING) 55.00 FEET ON THE SOUTH LINE OF SAID NW 1/4 TO THE EAST LINE OF 66th STREET AND THE POINT OF BEGINNING; THENCE N00°21'15"W 1112.09 FEET ON THE EAST LINE OF 66th STREET AND ON A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NW 1/4; THENCE NORTHEASTERLY ON THE EAST LINE OF 66th STREET TO A POINT 88.00 FEET EAST OF THE WEST LINE OF SAID NW 1/4; THENCE S00°21'15"E 1172 FEET MORE OR LESS ON A LINE 88.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NW 1/4 TO THE SOUTH LINE OF SAID NW 1/4; THENCE N89°55'35"W 33.00 FEET ON THE SOUTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 0.87 ACRES MORE OR LESS

SCALE:
1" = 200'

171359EX1.dwg



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402 330 8860 F: 402 330 5866 WWW.TDD2CO.COM

EXHIBIT

GYM GYM ALUMNA

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DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
PURCHASE AGREEMENT AND TEMPORARY EASEMENT - MULDER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a Purchase Agreement and Temporary Easement Agreement with Bernard A. Mulder, Jr., P.O. Box 460936, Papillion, Nebraska 68046-0936, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$1,500.00.

FISCAL IMPACT

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

RECOMMENDATION

Approval

BACKGROUND

The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO BERNARD A. MULDER, JR. IN AN AMOUNT NOT TO EXCEED \$1,500.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr.; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Bernard A. Mulder, Jr. in and amount not to exceed \$1,500.00.

PASSED AND APPROVED THIS 15TH OF SEPTEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MIDWEST

Right of Way Services, Inc.

August 11, 2009

Mr. John Kottmann
Thompson Dreessen and Dorner, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

RE: City of La Vista
Keystone Trail – La Vista
Project # ENH-77(50)
Tract # 1 - Mulder

Dear Mr. Kottmann:

Enclosed is the completed file for Tract # 1, Mulder, for the above reference project. Please have the property authority with the City of La Vista execute the Purchase Agreement and Temporary Easement. Total payment amount of \$1,500.00 and copies of the documents need to be sent to:

Bernard A. Mulder, Jr.
P.O. Box 460936
Papillion, Nebraska 68046-0936

Please forward a copy of the verification of payment and recorded documents to Midwest Right of Way Services for our records.

If you have any questions, please contact me at (402) 955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.


Chris Pawloski
Project Manager

Enclosures:

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 1

THIS CONTRACT, made and entered into this 28th day of July, 2009,
by and between, BERNARD A. MULDER, JR. a single person
Address: PO Box 460936, Papillion, Nebraska 68046
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

SEE ATTACHED EXHIBIT "A"

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>165</u>	square feet at	\$	<u>4.00</u>	per square foot	\$	<u>660.00</u>
Approximately		acres at	\$		per acre	\$	
Approximately		acres at	\$		per acre	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Moving and replacing approximately		rods of fence at	\$		per rod	\$	
Other Damages:						\$	
						TOTAL	\$ 660.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

By _____

Date _____

Dated this _____ day of _____, 20_____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary _____

STATE OF NEBRASKA)
ss.

COUNTY OF SARPY)
(S E A L)

OWNER

Bernard A. Mulder
BERNARD A. MULDER, JR.

Dated this 28th day of July, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____

BERNARD A. MULDER, JR.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary *Brent E. Lundgren*

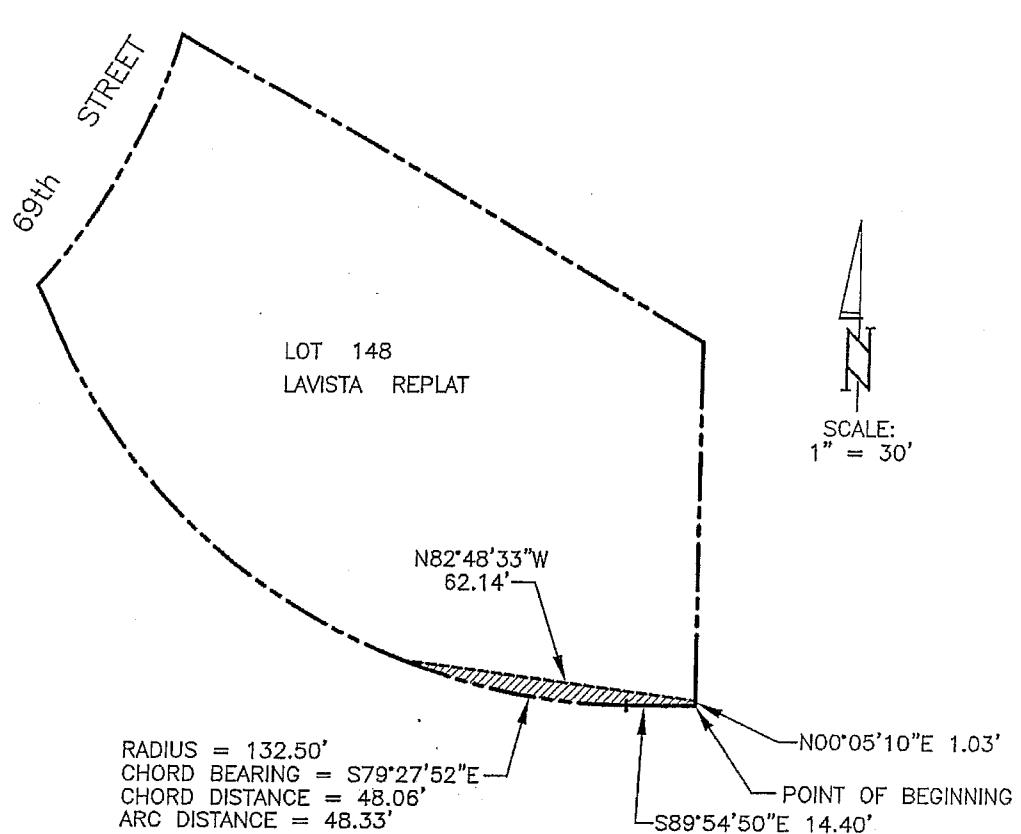
STATE OF Nebraska)
ss.

COUNTY OF Sarpy)
(S E A L)



GENERAL NOTARY - State of Nebraska
BRENT E. LUNDGREN
My Comm. Exp. June 19, 2011

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT	DATE	9/4/08
	DRAWN BY	RJR
CITY OF LAVISTA	TD2 NO.	171-359
	CHECKED BY	DHN
	REVISION	

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT
TEMPORARY EASEMENT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 1

THIS CONTRACT, made and entered into this 28 day of July, 2009,
by and between, BERNARD A. MULDER, JR., a Single Person
Address: PO Box 460936, Papillion, Nebraska 68046
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>1,553</u>	square feet at	<u>\$ 4.00</u>	per square foot x 12%	<u>\$ 840.00 ®</u>
Approximately	<u> </u>	acres at	<u>\$ </u>	per acre	<u> </u>
Approximately	<u> </u>	acres at	<u>\$ </u>	per acre	<u> </u>
Moving and replacing approximately	<u> </u>	rods of fence at	<u>\$ </u>	per rod	<u> </u>
Moving and replacing approximately	<u> </u>	rods of fence at	<u>\$ </u>	per rod	<u> </u>
Other Damages:	<u> </u>				<u> </u>
					<u> </u>
TOTAL					<u>\$ 840.00 ®</u>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

Dated this _____ day of _____, 20____

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary

STATE OF NEBRASKA)
)ss.

COUNTY OF SARPY
(S E A L)

OWNER

BERNARD A. MULDER, JR.

Dated this 28th day of July, 2009.

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

BERNARD A. MULDER, JR.

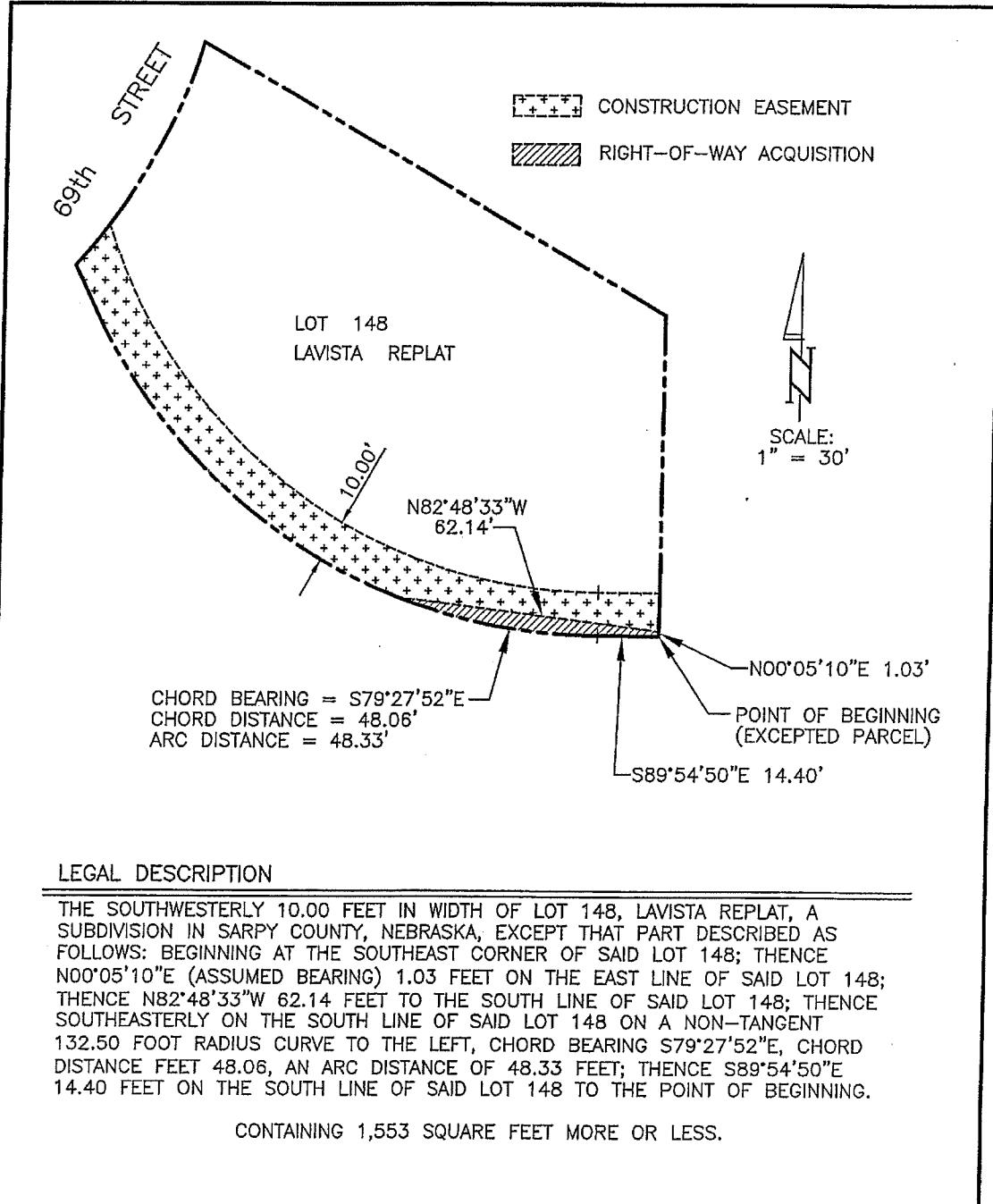
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary Bru E. J.

STATE OF Nebraska)
)ss.

EXHIBIT "A"



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT

CITY OF LAVISTA TD2 NO. 171-359

DATE	9/4/03
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	12/01/08

WARRANTY DEED - INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 28th day of July, 2009, between BERNARD A. MULDER, JR., a single person, party of the first part, and the CITY OF LA VISTA, NEBRASKA, a Municipal Corporation organized and existing under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of Nebraska, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments, and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this

28th day of July, 2009.

INDIVIDUAL and/or PARTNERSHIP

Bernard A. Mulder
BERNARD A. MULDER, JR.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
ss.

COUNTY OF Sarpy)

On this 28th day of July, 2009, before me, a General Notary Public, duly commissioned and qualified, personally came BERNARD A. MULDER, JR. to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

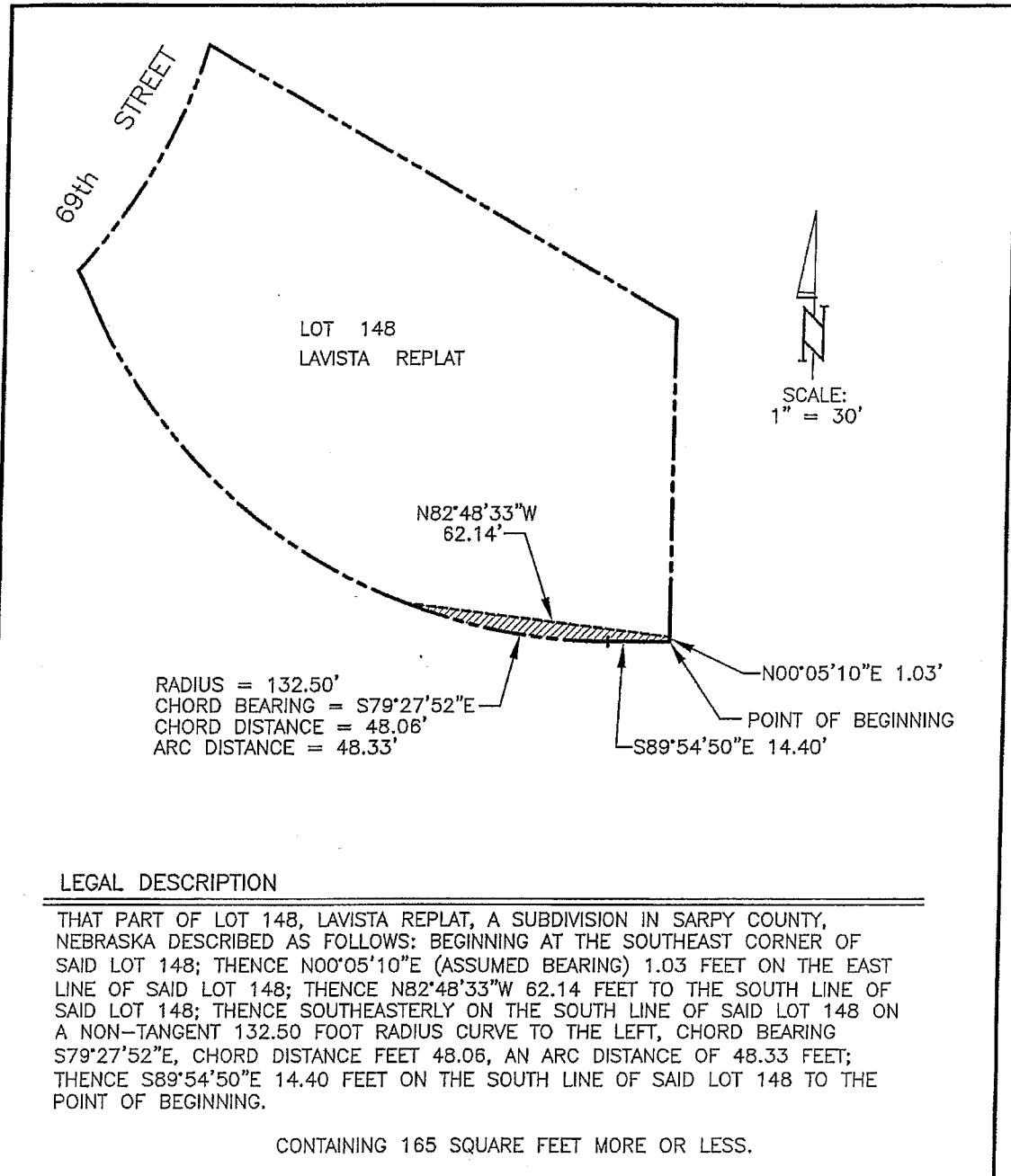
WITNESS my hand and notarial seal the day and year last above written

(S E A L)


GENERAL NOTARY - State of Nebraska
BRENTE E. LUNDGREN
My Comm. Exp. June 19, 2011

Brent E. Lundgren
Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg

 THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers & Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT	DATE	9/4/08
		DRAWN BY	RJR
		CHECKED BY	DHN
	CITY OF LAVISTA	TD2 NO.	171-359
		REVISION	

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE AGREEMENT AND TEMPORARY EASEMENT – CORONA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of a Temporary Easement Agreement with Deanna Corona, 7425 South 69th Street, La Vista, Nebraska 68128, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$25.00.

FISCAL IMPACT

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

RECOMMENDATION

Approval

BACKGROUND

The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO DEANNA CORONA IN AN AMOUNT NOT TO EXCEED \$25.00.

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr and leased by Deanna Corona; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Deanna Corona in an amount not to exceed \$25.00.

PASSED AND APPROVED THIS 15TH OF SEPTEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Right of Way Services, Inc. _____

August 11, 2009

Mr. John Kottmann
Thompson Dreessen and Dorner, Inc.
10836 Old Mill Road
Omaha, Nebraska 68154

RE: City of La Vista
Keystone Trail – La Vista
Project # ENH-77(50)
Tract # 1 - Mulder

Dear Mr. Kottmann:

Enclosed is the signed Leasehold Interest contract of Tract # 1 – Mulder for the above reference project. Please have the property authority with the City of La Vista execute the Temporary Easement. Total payment amount of \$25.00 and copies of the documents need to be sent to:

Deanna Corona
7425 South 69th Street
La Vista, Nebraska 68128

Please forward a copy of the verification of payment to Midwest Right of Way Services for our records.

If you have any questions, please contact me at (402) 955-2900.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

Chris Pawloski
Project Manager

Enclosures:

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT - LEASEHOLD INTEREST**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Lessee
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 1

THIS CONTRACT, made and entered into this 5th day of August, 2009,
by and between, Deanna Corona
Address: 7425 South 69th Street La Vista, Nebraska 68046
hereinafter called the LESSEE, and the City of La Vista, Nebraska, hereinafter called the BUYER.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by Bernard A. Mulder Jr.

The property to which the LESSEE hereby **permanently** relinquishes interest is described in:

SEE ATTACHED EXHIBIT "A"

The property to which the LESSEE hereby **temporarily** relinquishes interest is described in:

SEE ATTACHED EXHIBIT "B"

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Relinquishment of leasehold interest to approximately	<u>165</u>	Square feet of fee acquisition.	
Relinquishment of leasehold interest to approximately	<u>1,553</u>	Square feet of temporary	\$
Other Damages:		\$	
		\$	25.00
		TOTAL	\$ 25.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

City of La Vista

By _____

LESSEE

Deanna M. Corona
Deanna Corona

Deanna Corona

11. *What is the name of the author of the book you are reading?*

Date _____

Dated this _____ day of _____, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary _____

STATE OF Nebraska)
)ss.

COUNTY OF _____
(S E A L)

Dated this 5th day of August, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

Deanna Corona

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as lessee(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the 17 day and year above written.

Notary Brad C. Dyer

STATE OF Nebraska)
)ss.

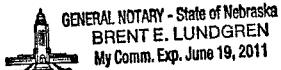
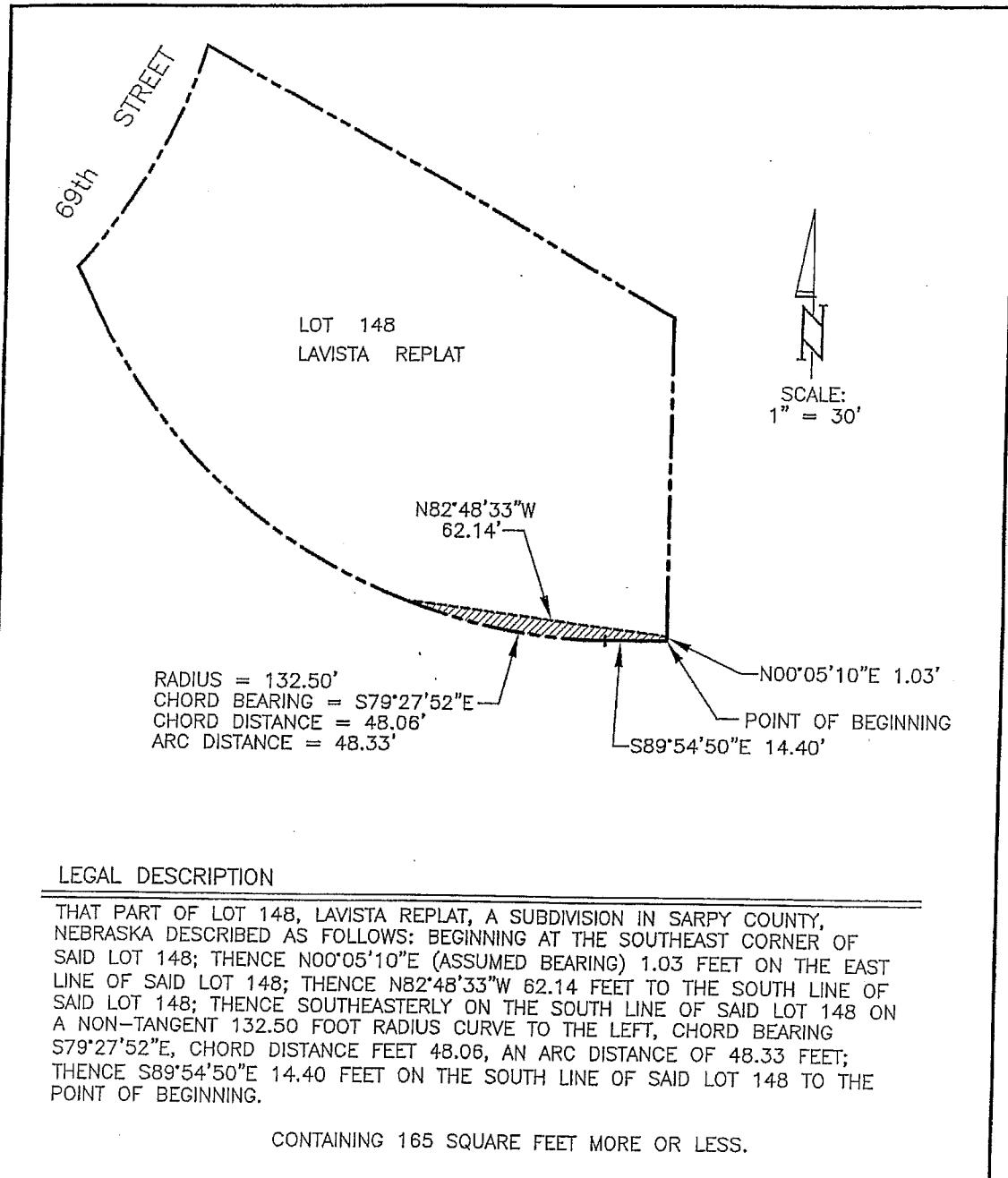


EXHIBIT "A"



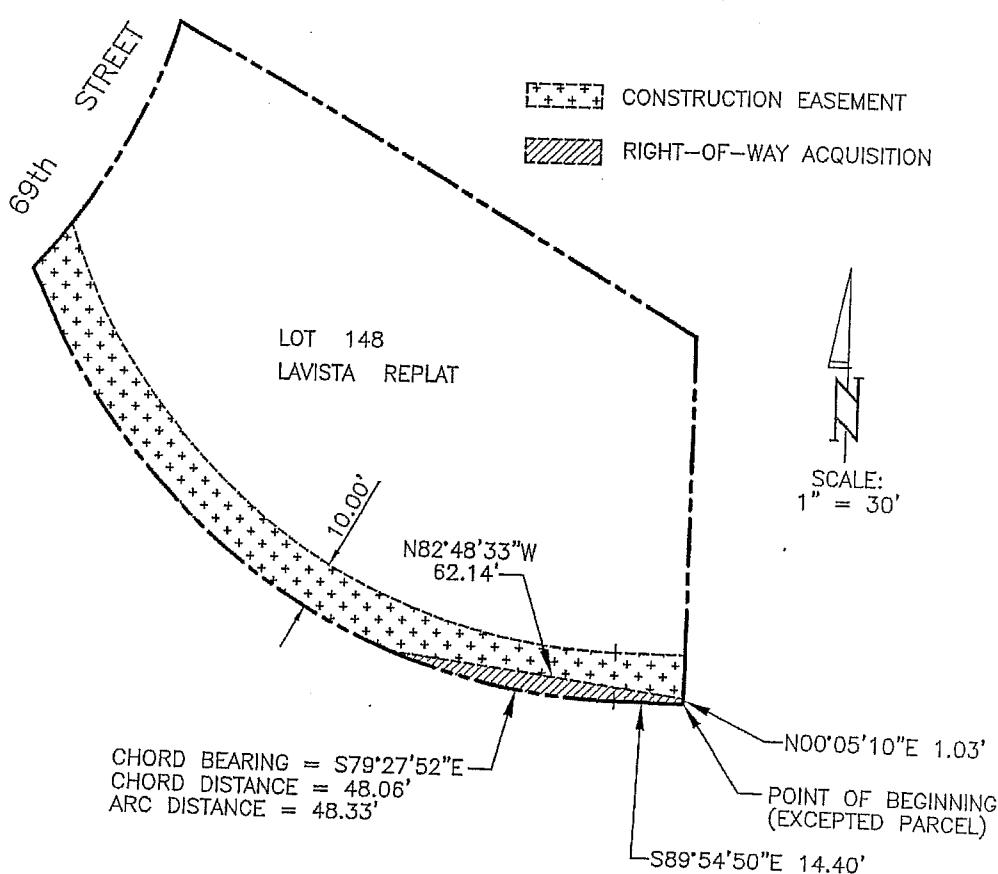
LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg

EXHIBIT "B"



LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET IN WIDTH OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING,

CONTAINING 1,553 SQUARE FEET MORE OR LESS.

171359EX5.dwg

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT - LEASEHOLD INTEREST**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Lessee
3. Buyer

Project No.: ENH-77(50)
Control No.: CN 22251
Tract No.: 1

THIS CONTRACT, made and entered into this 5th day of August, 2009,
by and between, Deanna Corona
Address: 7425 South 69th Street La Vista, Nebraska 68046
hereinafter called the LESSEE, and the City of La Vista, Nebraska, hereinafter called the BUYER.

LEASEHOLD INTEREST

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by Bernard A. Mulder Jr.

The property to which the LESSEE hereby **permanently** relinquishes interest is described in:

SEE ATTACHED EXHIBIT "A"

The property to which the LESSEE hereby **temporarily** relinquishes interest is described in:

SEE ATTACHED EXHIBIT "B"

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Relinquishment of leasehold interest to approximately	<u>165</u>	Square feet of fee acquisition.	
Relinquishment of leasehold interest to approximately	<u>1,553</u>	Square feet of temporary	\$
Other Damages:		\$	
		\$	25.00
		TOTAL	\$ 25.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

City of La Vista

By _____

Date _____

Dated this _____ day of _____, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary _____

STATE OF Nebraska)

LESSSEE

Deanna
Deanna Corona

Scanning Electron Microscopy

Dated this 5th day of AUGUST, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

Deanna Corona

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as lessee(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the 11 day and year above written.

Notary Bru E. S.

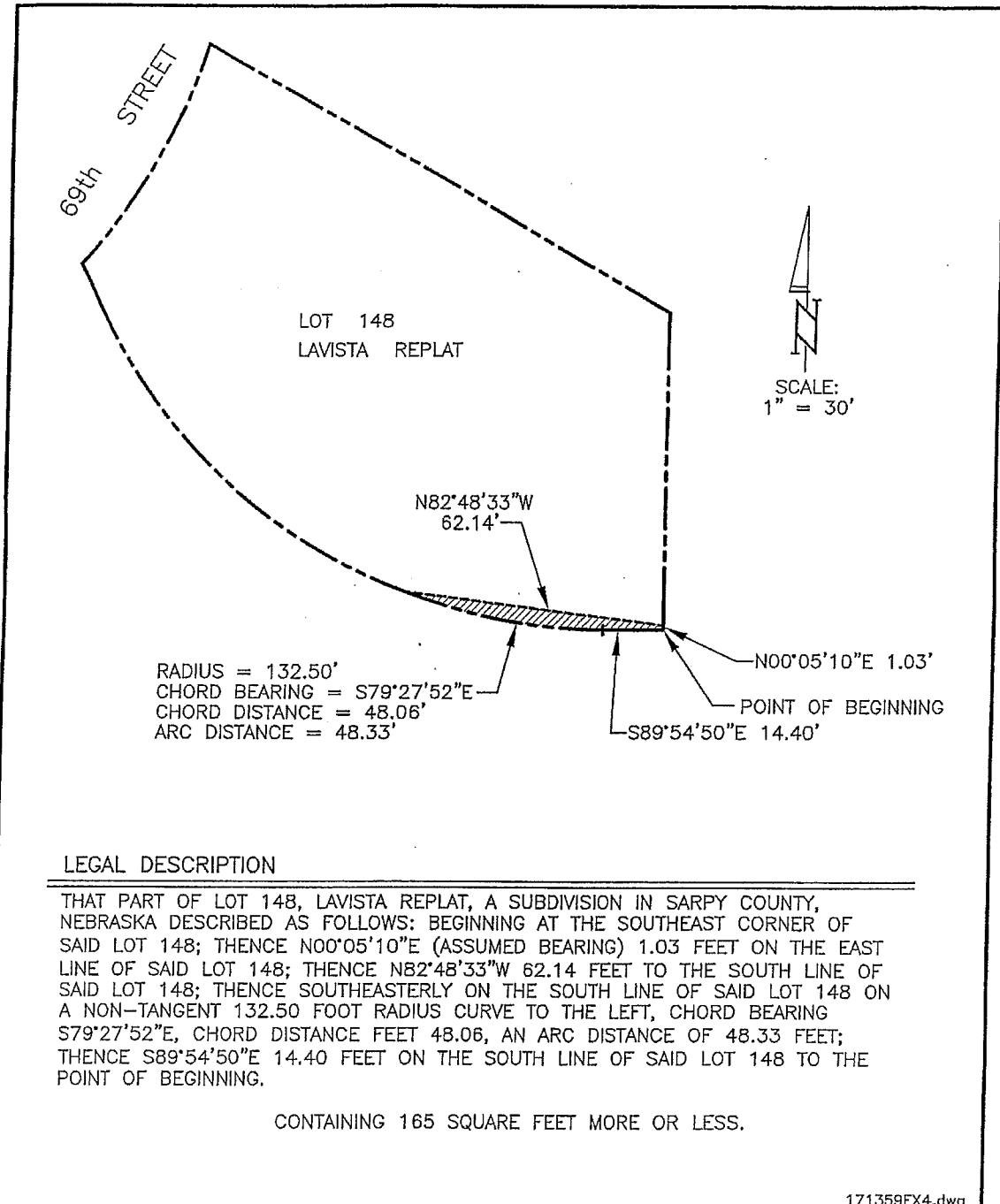
STATE OF Nebraska)
) ss

COUNTY OF Douglas)



GENERAL NOTARY - State of Nebraska
BRENT E. LUNDGREEN
My Comm. Exp. June 19, 2011

EXHIBIT "A"



LEGAL DESCRIPTION

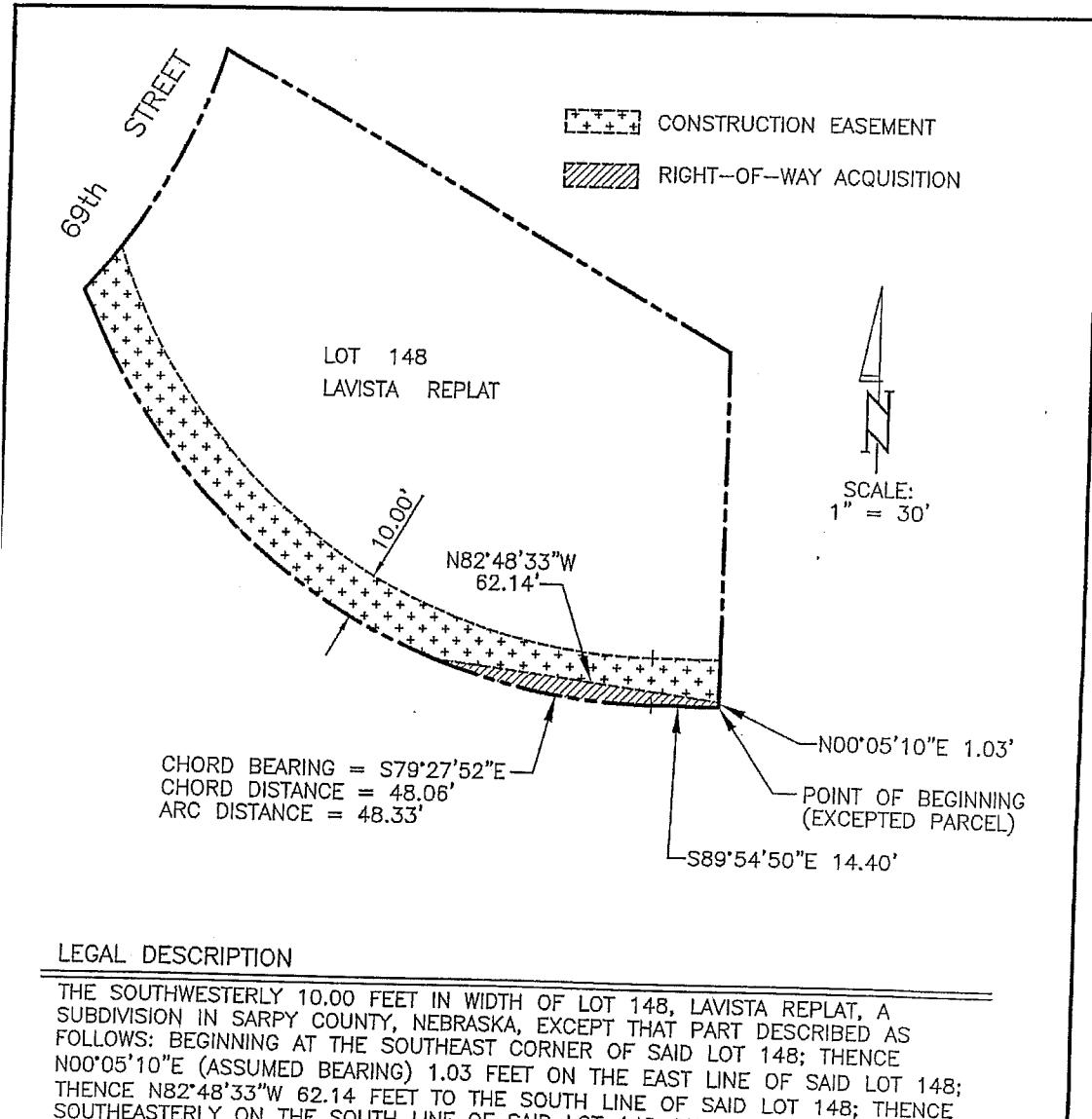
THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg

 THOMPSON, DREESSEN & DORNER, INC. <i>Consulting Engineers & Land Surveyors</i> 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT	DATE	9/4/08
		DRAWN BY	RJR
	CITY OF LAVISTA	TD2 NO.	171-359
		CHECKED BY	DHN
		REVISION	

EXHIBIT "B"



LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET IN WIDTH OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE NO0°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 1,553 SQUARE FEET MORE OR LESS.

171359EX5.dwg

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A position description for the Community Relations Coordinator position has been created and is attached for your review.

FISCAL IMPACT

This is a full time position and funding is included in the FY 2010 budget.

RECOMMENDATION

Approval.

BACKGROUND

As part of the FY 2010 budget, a full time Community Relations Coordinator position was approved. This is a new position that will assist with the communications and marketing functions of the City as well as coordinate special City events such as La Vista Days.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Community Relations Coordinator

POSITION REPORTS TO: Assistant City Administrator

POSITION SUPERVISES: Community Volunteers, Special Event Personnel

DESCRIPTION:

Under the direction of the Assistant City Administrator this individual is responsible for the development and execution of organizational public information activities for the City of La Vista. Performs assignments in specialized areas including but not limited to public relations, media relations, community relations, intergovernmental relations, marketing and event planning.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Responsible for developing the public messages and communications tools needed for sustained positive public relations. This includes but is not limited to news releases, quarterly newsletter, annual report, web page content, special events, and media training for staff and elected officials.
2. Supports the Mayor, City Council, City Administrator, Assistant City Administrator, and other department directors with communications advice, program promotion, training, counsel and written communications (presentations, talking points, speeches).
3. Counsels elected and appointed City officials concerning public relations aspects of policies, practices, procedures, programs and actions.
4. Responsible for coordinating, directing, and promoting special City events including but not limited to La Vista Days, Halloween Safe Night, Santa's Sleigh Ride, Holiday Tree Lighting, Arbor Day and Movie Nights. Maintains historical records for same.
5. Develops, coordinates, and promotes new programs and events.
6. Designs and administers communication plans for public outreach around specific citywide projects, programs and issues.
7. Maintains editorial and graphics standards for City public information; assuring effectiveness, clarity and a high standard of quality for all publications and communications emanating from City departments.
8. Maintains a press clipping file on City news events/incidents and tracks media response along a variety of indicators (e.g. positive, negative, message portrayed, etc.)
9. Fosters and maintains good working relationships with external groups such as the business community, local chambers of commerce, community groups and the general public.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Employee must be able to transport himself/herself to and from various locations to attend meetings and events.
- Employee is required to attend events that will take place outdoors in varying weather and environmental conditions. These event sites may be hot, cold, dusty and/or noisy.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee performs some light physical labor involved in the set up of special events including occasional lifting and/or moving of equipment up to 20 pounds and photographic coverage of events and activities.

- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Must be able to hear and understand voices at normal conversational levels

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Equivalent to a Bachelor's degree from an accredited college or university with major course work in journalism, public relations, English, communications, public administration, business administration or a closely related field.
2. Must possess a valid driver's license.
3. Three to five years of experience in public relations, writing, media relations, events coordination and marketing. Prior governmental experience desirable.

KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge of general theories, principles, techniques and objectives of public information including communication, research, journalism, marketing, public relations, graphic design, and organizational communications.
2. Knowledge of local and regional public affairs.
3. Knowledge of fundamentals of photography and video-photography.
4. Knowledge of modern office procedures, methods and equipment, including personal computer.
5. Computer skills, including basic word-processing, spreadsheet, database and desktop publishing skills and ability to use MS Office products.
6. Project management skills.
7. Good organizational skills and the ability to prioritize and handle multiple tasks.
8. Conflict resolution skills.
9. Advanced writing, editing, English usage, spelling, grammar, and punctuation skills to facilitate business letter writing, report preparation and record keeping.
10. Basic mathematical skills.
11. Ability to develop, organize and coordinate a communication program.
12. Ability to gather and verify news information through interview, observation and research.
13. Ability to analyze complex administrative problems, evaluate alternatives and make creative recommendations.
14. Ability to exercise judgment in release of information; give information rapidly, accurately and tactfully.
15. Ability to coordinate and publicize celebrations, exhibits, festivals, facility openings and other events, including the supervision of volunteers and other event personnel.
16. Ability to communicate effectively, both orally and in writing, and in an interesting manner to various audiences.
17. Ability to establish and maintain effective working relationships with City officials, employees, volunteers, the public and news media.
18. Ability to maintain confidentiality.
19. Ability to type 45 words per minute.
20. Ability to apply common sense understanding in carrying out written and oral instructions.
21. Ability to work independently, prioritize work, meet deadlines, and make decisions on the basis of established policies and procedures.
22. Ability to work a varying schedule, including evenings and weekends.
23. Ability to maintain regular and dependable attendance on the job.

I have read and understand the requirements of this position description.

Signature

Date

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
STRATEGIC PLAN PROGRESS REPORT #2	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

This is the second progress report since the adoption of the City's Strategic Plan on April 7, 2009.

FISCAL IMPACT

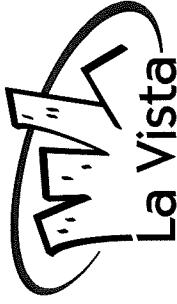
N/A.

RECOMMENDATION

Receive/File.

BACKGROUND

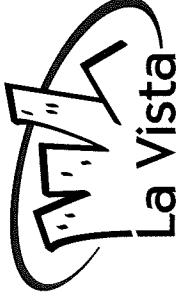
On Saturday, February 28, 2009 the Mayor and City Council held their annual strategic planning work session. As a result, the collaborative effort with the management team produced the City's Strategic Plan for 2009-2011 which Council approved via Resolution No. 09-035 on April 7, 2009.



**Strategic Plan 2009-2011
Progress Report
September 2009**

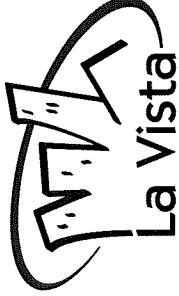
1. Pursue revitalization of the 84th Street corridor

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Complete Vision 84	Identify stakeholders & encourage active participation in the visioning process.	2009-spring 2010	Stakeholders were initially invited to meetings with EDAW. They are also on a mailing list for meetings & updates.	October 7 Working Group Meeting / November-Community Workshop	
	Identify community resources				
	Keep public informed about issues and progress		Summer and Fall issue of Citywise included flyer, press release re: Community workshops, survey included in last newsletter, Television & OWH coverage, website	November 1st newsletter	
	Pursue discussions with Papillion & Ralston about inter-local cooperation		Papillion's City Planner is on the Working Group Steering Committee and Ralston will be kept informed of progress	Preliminary concepts presented	Meeting w/consultant and City Council to review preliminary concepts
	Charge Vision 84 Working Group to evaluate options and advise the City Council on a long-term vision for the corridor				
	Facilitate the preparation of a long-range plan for City Council consideration				
b. Consensus on a long-term corridor vision including a "City Centre"	Seek and encourage citizen participation	ongoing	Newsletters and press releases, Direct mailings, surveys	Community workshop #3	
	Utilize Municipal Facilities Plan as a springboard for community discussion of a "city centre" concept		Leo A. Daly working on a campus plan for City Hall area and connection to 84th St.		
c. Develop Vision 84 Implementation Plan	Work with NDOR on transition of 84th Street from a State Highway to local arterial	spring 2010-ongoing	Met with NDOR District II Engineer Tim Weander to clarify what can and cannot be done in the right-of-way. He indicated that the relinquishment process is moving forward and anticipates it being complete by the first of the new year.		
	Coordinate with neighboring cities				This will be an ongoing effort



**Strategic Plan 2009-2011
Progress Report
September 2009**

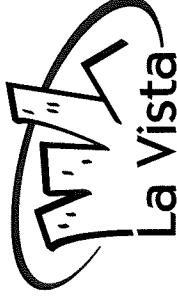
	Incorporate public improvements into the CIP		
	Stay abreast of opportunities to facilitate the "City Centre" concept		
d. Rigorously pursue actions to encourage property owners with vacant space to lease or sell their property to viable businesses	Involve property owners in Vision 84 as stakeholders	immediate & ongoing	Owners & tenants invited to meet with consultants. Will be kept informed & encouraged to participate in upcoming events. (on-going)
	ICSC Meeting with Kroenke representative		This did not happen as planned, however, we did meet with someone associated with The Kroenke Group (TKG) who has provided useful contact information
	Provide additional information to Kroenke as requested		Complete
	Coordinate meeting with property decision maker(s)		One of the property owners has agreed to talk with EDAW and we will be presenting the findings of Vision 84 to TKG
	Develop inventory of vacant commercial/retail properties and link to site that lists available properties		
	* Market the plan to potential developers through ICSC events and other local opportunities		
e. Develop and cultivate relationships with commercial/shopping center owners, developers, leasing agents and retailers	Continued ICSC Participation & Exposure	immediate & ongoing	Attended ICSC in Las Vegas
	ICSC Alliance		Included in budget for 2010
	ICSC Annual Conference		Included in budget for 2010
	Continue to market La Vista to targeted retailers & restaurants		Attend in January
	Use Vision 84 to engage with developers, owners, property managers, etc.		Attend in May



**Strategic Plan 2009-2011
Progress Report
September 2009**

2. Provide for planned, fiscally responsible expansion of the city's boundaries.

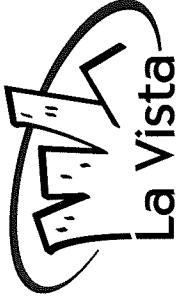
Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Adopt a long-range plan	Finalize detailed annexation plan	plan adoption Fall 2009	A draft annexation plan is currently being developed		It is anticipated that this will be brought before the Council in the Fall 2009
b. Implementation of annexation plan	Adopt annexation plan as part of Comprehensive Plan				
	Preparation of necessary plans, notices, ordinances, and other documents		immediate & ongoing		
c. Ensure budget and CIP provide for infrastructure improvements necessary to serve areas targeted in annexation plan	Consider extending the City's ETJ	ongoing			
	Evaluate infrastructure in areas contemplated for annexation				
	Incorporate infrastructure improvements as part of the CIP process				
d. Communicate annexation plan & property tax implications to residents and businesses located in new growth areas	Letters to property owners, Quarterly Newsletter, Website, Public Meetings	TBD based on plan	Developing a public information strategy		
e. Work with neighboring cities to protect the integrity of each city's boundaries and ETJs	Pursue this discussion through the United Cities format	Ongoing			



**Strategic Plan 2009-2011
Progress Report
September 2009**

3. Maintain Quality of Older Residential Neighborhoods

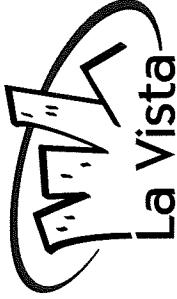
Key Objectives	Action Steps	Timeline		Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
		Timeline	Progress to Date			
a. Provide for essential maintenance & priority improvements in neighborhood public facilities through CIP	Submit public facility improvements as part of the CIP process	ongoing				
b. Ensure attractive neighborhoods by strengthening and enforcing city building and environmental codes	Review and propose improvements to municipal codes	ongoing	Adopted Property Maintenance Code Proposed Rental Inspection Programs	Adopted Property Maintenance Code Code on April 7, 2009.		
	Continue to be proactive in code enforcement	ongoing				
	Evaluate using a private vendor to complete property clean up and mowing					
c. Contribute to the safety and attractiveness of rental housing through a rental inspection program	Work toward implementation of the proposed program that was presented to City Council in a draft format	Summer 2009	A draft has been presented to Council	Rental Inspection Program pending Council approval		
d. Continue to develop strategy to address the erosion and maintenance issues related to Thompson Creek	Identify potential funding sources through grant applications	immediate & ongoing		We are still awaiting a response on the federal grant application that was submitted about a year ago		
	Provide regular progress reports					
	Based on funding refine the scope & develop project timeline					
e. Evaluate need for Neighborhood Revitalization Program	Research the need for and the City's role in a Neighborhood Revitalization Program	Summer 2011				



**Strategic Plan 2009-2011
Progress Report
September 2009**

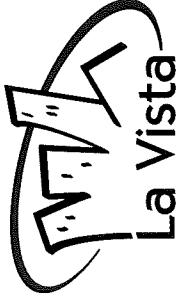
4. Strengthen a sense of shared community identity among residents and businesses

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Provide leadership to accomplish a significant celebration of the community's 50th anniversary	Continue to document La Vista's history and finalize the written La Vista Story	February 2010 and remainder of 2010	Book writer has provided draft of first two chapters, continuing work-full draft in next 30 days.	To publisher in November for February 2010 kickoff	
	Engage La Vista Community Foundation in the planning of events				The LVCF is actively involved in planning and fundraising for the anniversary events
	Work with 50th Anniversary Celebration Committee to identify and facilitate a variety of events during 2010				An event list is currently being finalized
b. Develop and aggressively market a La Vista community identity through strategic partnerships with the Chamber of Commerce and the Community Foundation	Provide funding for community marketing materials		immediate & ongoing		
	Expand usage of banners & signage to "brand" La Vista				Funding for 50th Anniversary celebration banners has been included in the FY 10 budget
	Identify opportunities for cooperative efforts with Chamber and Foundation	ongoing			The La Vista Community Foundation has taken a leadership role in fundraising for La Vista 50.
	Consider creation of a Communications staff position				Funding for position is included in FY 10 budget
					A position description has been prepared and is included on 9/15/09 Council agenda for review, hiring process anticipated to begin October 1st.



Strategic Plan 2009-2011 Progress Report September 2009

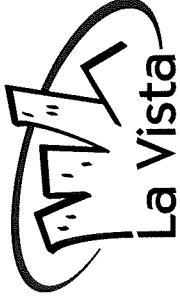
c. Continue to pursue opportunities to engage citizens in City decision making	Develop citizens leadership academy program	Dependant on addition of staff or after La Vista 50 activities	
d. Create new opportunities that bring residents together for celebration, leisure pursuits or civic engagement	Develop Mayor's youth leadership council		
	Seek community partners, including the Community Foundation and La Vista Area Chamber of Commerce	ongoing	
	Investigate feasibility of Holiday Lights initiative	Immediate	An internal committee has been established to begin developing this concept. We also met with vendors at ICSC.
	Look for opportunities to initiate ongoing events such as community movie nights	Ongoing	This is being considered as part of La Vista 50.
	Look for opportunities to incorporate elements such as a community garden or memorial feature into future park and facility improvements	Ongoing	This will be incorporated in to the mini-park plan development process. Funding for mini-park plan development has been secured and this process is underway.
	Investigate the feasibility of providing live and archived web casts of City Council meetings (Dependant upon the addition of Communication staff)		



**Strategic Plan 2009-2011
Progress Report
September 2009**

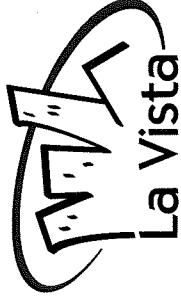
5. Improve and expand the City's quality of life amenities for residents and visitors

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Address the needs associated with the City's aging swimming pool facility	Make recommendations to address operational issues with the existing swimming pool as they arise	ongoing	Public Works continues to keep the pool functional until a decision is reached on future pool status.		
	Following completion of the Vision 84 process, make a recommendation regarding the future of the existing swimming pool	ongoing	Options regarding pool included in preliminary concepts. Also provided to Leo A. Daly for campus planning purposes.		Will be part of the discussion as conceptual plans for Vision 84 are finalized.
b. Identify options for creation of public green space with the property owner of the sod farm and develop a plan	Explore opportunities with the La Vista Community Foundation	immediate & ongoing			
	Provide funding for plan development in FY10 budget		In CIP for 2010		
	Seek participation from current property owner		Have had an initial contact meeting with owner's representative.		
c. Expand recreation programs and services for all age groups	Evaluate existing programs for popularity and effectiveness	ongoing	A report is being prepared to review all Recreation Programs		Finalization & Mayor and Council review
	Research & recommend new programs or changes to existing programs	ongoing	Several new programs started: soccer clinic, BBQ school, Zumba Fitness, Baton Lessons, Women's self-defense, New Belgium beer tasting, splash bash, holiday bazaar/garage sale, neighborhood park party.		Continue to monitor existing programs and develop new programs.
d. Initiate development of other high priority quality of life amenities identified by residents through the citizen survey	Identify & promote development of new cultural amenities in partnership with other community groups	ongoing			
e. Maintain and enhance City's existing & future park areas & green spaces	Create mini-plan for each City park that identifies needed amenities		Some grant funding secured to complete these plans. Remaining funding included in 2010 budget.		Work is started and will continue in early FY 10. Will use completed mini park plans to develop this plan.



**Strategic Plan 2009-2011
Progress Report
September 2009**

f. Develop & begin implementation of a "green plan" that identifies the City's role, through its facilities and programs, in contributing to a sustainable community	Develop a plan for financing park amenities and incorporate into the CIP Continued involvement with the Papillion Creek Watershed Partnership	ongoing	
	Explore the development of an organizational recycling program		Quotes have been taken to provide recycling opportunities at municipal facilities Funding has been approved as part of the FY 10 budget and includes recycling containers and pickup for City Hall, Community Center, Police Facility, Fire Districts #1 & #2. This will begin in October FY10
	Explore options to incorporate green building principals as city facilities are remodeled or new facilities are constructed		



**Strategic Plan 2009-2011
Progress Report
September 2009**

6. Pursue action that enables the City to be more proactive on legislative issues

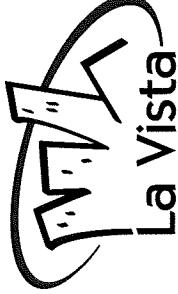
Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Participate in UCSC to promote shared interests of La Vista and its partner communities	Continue regular meetings of the Mayors of Sarpy County communities	Ongoing			
b. Adopt and lobby on behalf of a legislative agenda specific to the City	Continue joint lobbying efforts with UCSC	Ongoing		Currently in development process.	
c. Actively pursue opportunities under the American Recovery and Reinvestment Act and other future stimulus legislation for financing city projects	Identify legislative issues of specific interest to La Vista and allocate resources for lobbying Monitor current stimulus programs for application requirements and deadlines	ongoing	AARA road funds have been secured for two projects; Giles road Retrofit Project and the 108th Street/Fire District II Warning Lights.	Anticipated construction to begin in the spring of 2010.	
	Make contact with State officials regarding potential projects Pursue COPS Grant funding		Police department awarded Byrne stimulus grant for \$16,300 for in-car computers and COPS grant request was submitted to fund two police officers	Exploring other grant opportunities.	Not selected for the COPS Stimulus funding
	Pursue funding for construction of District 1 Fire Station CDBG – Sanitary Sewer Replacement		Grant completed and submitted.	Notification anticipated by December 31, 2009	



**Strategic Plan 2009-2011
Progress Report
September 2009**

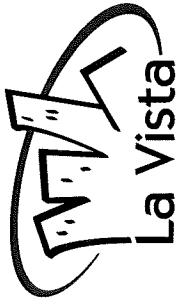
7. Adopt and implement standards of excellence for the administration of City services.

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Maintain City's Volunteer Fire Department	Monitor current operational procedures in comparison to NFPA Standards	immediate & ongoing	Increased the department membership by 100% during the past two years.	Implement additional leadership training & educate department staff in city government relations.	
	Make recommendations for changes to Department into compliance with NFPA 1720 Standards for volunteer departments	ongoing	Incorporated several new programs to enhance retention, improve response times, and attract viable recruit candidates. Purchasing 12-lead monitors to enhance EMS services.	Additional NIMS training, hiring of paid training officer, additional incident command training, Crew Resource Management Training.	
b. Determine role City government should play in the delivery of solid waste services	Establish targets for recommended changes & incorporate funding into budget and/or CIP	Strategic Planning 2010	Currently working to obtain the necessary data to compare private contract for service versus city contract for service.		
c. Provide for the orderly and uninterrupted transition of personnel into key City appointed positions through a succession plan	Compile information regarding alternative methods of delivering solid waste services	immediate & ongoing			
	Utilize hiring process to review position descriptions to articulate long term organizational expectations				
	Fund and provide training opportunities		Funding for training opportunities is included in FY10 budget.	Meyers Briggs Type Indicator Training (MBTI) is scheduled for Department Heads / MLM November 9, 2009.	
	Provide succession planning training to the Management Team		Funding for training opportunities is included in FY10 budget.		
	Review and make recommendation regarding the City's policies for funding for employee educational assistance				
	Work with a local educational institution to develop a training program for mid-level supervisors		Funding for training opportunities is included in FY 10 budget.	Currently working with Creighton to establish a curriculum and schedule.	
	Continue regular meetings between mid-level supervisors and City Administrator	Ongoing	Meeting on 9/8/09 Audio Conference on High Performance Organizations	Continue training & meeting opportunities.	



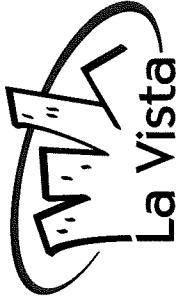
Strategic Plan 2009-2011 Progress Report September 2009

	Enlist mid-level managers to coordinate events and activities associated with La Vista 50	Ongoing	This group assisting with the 50th Anniversary event planning	
	Continue to explore options for involving mid-level managers in organizational initiatives and special projects	Ongoing	Roles in La Vista Days planning	
	Consider establishing a City Hall internship for an up and coming supervisor			
d. Provide for continuous employee professional development through expansion of in-house, customized education programs	Fund training requests as part of the annual budget	immediate & ongoing	Funding for training opportunities is included as part of the FY10 budget	Creighton Leadership Development training
	Identify in-house training opportunities		Funding for training opportunities part of the FY10 budget.	
	Initiate leadership development program for senior and mid-level management staff			
e. Contribute to the successful recruitment and retention of high quality City staff through implementation of the pay recommendations in the City's 2008 Compensation Study	Compensation study is complete and execution of the recommendations contained in the study is ongoing		Council has adopted PFP policy. They have also adopted new salary ranges as part of the budget process.	PFP effective October 1, 2009
	Implementation of a new performance appraisal system		Training on new system in September.	Implement Oct. 1
f. Update the City's Emergency Preparedness Plan	Provide opportunities for appropriate staff and officials to receive the NIMS 100 and 700 training	ongoing	All police officers have completed the required NIMS 100, 200 and 700 training. Command personnel have completed 100, 200, 300, 400, 700 and 800. All Public Works supervisors have completed NIMS 100, 200 and 700.	Anticipate establishing appropriate training for elected officials.
	Complete Pandemic Plan		A draft plan has been prepared and is anticipated to be presented to Council in the near future.	
	Keep Local Emergency Operations Plan (LEOP) up to date		The Sarpy County LEOP plan is currently being updated county-wide	Should be completed in 2009



**Strategic Plan 2009-2011
Progress Report
September 2009**

	Communicate Emergency Preparedness Plan to elected officials through periodic review		A table-top exercise for elected officials and key City staff is being developed by the LVPD.
g. Begin the process of developing a high performance work culture	Provide opportunities for appropriate staff training	Ongoing	Department Head/MLM audio conference & discussion
			Department Heads to start cycling thru LEAD / ACA to attend SEI



**Strategic Plan 2009-2011
Progress Report
September 2009**

8. Insure efficient, effective investment in technology to enhance service delivery.

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Secure outside expertise to work with the City's Internal Technology Committee regarding a review of the city's existing technology and recommendations for new technology that could enhance productivity.			In process of identifying a scope of work and list of companies to contact.		
b. Develop a long-range technology plan			ongoing		
c. Develop a multi-year plan for financing technology improvements			ongoing		
d. Designate adequate resources to provide appropriate technology training for city staff					