



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO DON SIMON, of the Community Development Department, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, *Don Simon*, has served the City of La Vista since November 2, 2004, and

WHEREAS, *Don Simon'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 *Don Simon* on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 3RD DAY OF NOVEMBER, 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 October 20, 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 October 20, 2009. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Engineer Kottmann, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Community Development Director Birch, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Assistant Recreation Director Karlson, Building and Grounds Director Archibald, and Public Works Director Soucie.

A notice of the meeting was given in advance thereof by publication in the Times on October 8, 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 agenda policy statement providing for expanded opportunity for public comment on agenda items.

A. APPROVAL OF THE AGENDA AS PRESENTED

1. APPROVAL OF CITY COUNCIL MINUTES FROM OCTOBER 6, 2009
2. PAY REQUEST FROM BAINBRIDGE LEADERSHIP CENTER - PROFESSIONAL SERVICES - \$7,500.00
3. PAY REQUEST FROM KISSEL/E & S ASSOCIATES, LLC – PROFESSIONAL SERVICES - \$6,265.07
4. PAY REQUEST FROM CITY OF OMAHA – HARRISON STREET IMPROVEMENTS - \$27,890.12
5. PAY REQUEST FROM KIRKHAM MICHAEL – PROFESSIONAL SERVICES - \$2,800.00
6. APPROVAL OF CLAIMS

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

ABE'S PORTABLES, Rentals	190.00
ACTION BATTERIES, Vehicle Supplies	74.95
ARAMARK UNIFORM SERVICES, Contract Services	403.89
ASPEN EQUIPMENT, Winter Maint.	821.00
ASPHALT & CONCRETE MATERIALS, Street Maint.	242.94
BCDM, Professional Services	3,257.85
BEAUMONT, MITCH, Professional Services	2,250.00
BENSON RECORDS, Contract Services	1,156.32
BLACK HILLS ENERGY, Utilities	1,306.90
BOLEY, ANN, Auto Allowance	100.00
BRENTWOOD AUTO WASH, Vehicle Maint.	6.00
BUETHE, PAM, Phone/Training/Vehicle Maint.	121.77
BUILDERS SUPPLY, Maintenance	126.25
CALENTINE, JEFFREY, Phone	30.00
CARDMEMBER SERVICE, Travel/Supplies	7,326.56
CHEROKEE PRODUCTIONS, Training	885.00
CITY OF OMAHA, Contract Services	75,278.04
CJ SERVICES, Property Clean-Up	975.00
CJ'S HOME CENTER, Supplies/Bldg & Grnds/Vehicle Maint.	1,045.90
CLASSIC REFRIGERATION, Bldg & Grnds	492.91
CORNHUSKER INTL TRUCKS, Vehicle Maint.	241.65

MINUTE RECORD

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

October 20, 2009

CORONA, DEANNA, ROW Acquisition	25.00
COX, Contract Services	242.75
CYPRESS BENEFIT ADMINISTRATION, Rescue Revenue	338.81
D & B SALVAGE, Contract Services	810.00
DATA TECHNOLOGIES, Contract Services	487.50
ECCLES, PAT, Auto Allowance	100.00
EDAW, Planning/Study	25,911.90
EMERGENCY SERVICES MARKETING, Phone	22.40
ENFIELD'S ARBORIST SUPPLIES, Bldg & Grnds	90.48
FAIRWAY GOLF, Wearing Apparel	525.56
FARQUHAR, MIKE, Auto Allowance	100.00
FASTENAL, Traffic Signs	74.88
FEDEX, Printing	25.53
FILTER CARE, Vehicle Maint.	27.15
FITZGERALD SCHORR BARMETTLER, Professional Services	13,321.10
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,297.50
FROEHLICH, RORY, Auto Allowance	100.00
FUTUREWARE DISTRIBUTING, Contract Services	45.00
G I CLEANER & TAILORS, Uniform Cleaning	122.25
GCR OMAHA TRUCK TIRE, Vehicle Supplies	315.73
GENUINE PARTS COMPANY, Vehicle Maint.	686.81
GOLDMAN, JOHN, Travel/Phone	105.00
GREAT PLAINS ONE-CALL SVC, Contract Services	291.46
GREAT WESTERN BANK, Financial Fees	250.00
GREENKEEPER, Bldg & Grnds/Supplies	342.00
GUNN, BRENDA, Phone	45.00
HANEY SHOE STORE, Wearing Apparel	120.00
HEARTLAND PAPER, Supplies	280.00
HOME DEPOT, Supplies	492.78
HONEYMAN RENT-ALL, Bldg & Grnds	58.86
HY-VEE, Concessions	9.33
IVERSEN, BEN, Travel	232.75
J Q OFFICE EQUIPMENT, Contract Services/Supplies	750.32
KARLSON, DAVID, Travel	324.00
KINDIG, DOUGLAS, Phone	80.00
KINSEY, JEREMY, Travel	232.75
KLINKER, MARK, Professional Services	200.00
KRIHA FLUID POWER CO, Vehicle Maint.	220.59
LANDS' END BUSINESS OUTFITTERS, Supplies	25.00
LAUGHLIN, KATHLEEN, Payroll Withholding	809.00
LEAGUE ASSN OF RISK MGMT, Insurance & Bonds	410,088.00
LINWELD, Supplies/Street Maint.	811.35
LOGAN CONTRACTORS SUPPLY, Vehicle Maint.	598.35
LOVELAND LAWNS, Bldg & Grnds	33.48
LUKASIEWICZ, BRIAN, Travel	270.00
MCCANN PLUMBING SERVICE, Bldg & Grnds	19.95
MEADOWBROOK, Insurance & Bonds	734.39
MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds	30.50
MID-STATES UTILITY TRAILER, Vehicle Supplies	328.74
MIDWEST DISTRIBUTING CORP, Bldg & Grnds	216.87
MOTOROLA INC, Radios	4,833.00
MULDER, BERNARD, ROW Acquisition	1,500.00
NAPE-NE ASSN PROPERTY/EVIDENCE, Dues	20.00
NEBRASKA LAW ENFORCEMENT, Training/Travel	290.00
NEBRASKA NATIONAL BANK, Electric Cart Lease	1,823.43
NEBRASKA TURF PRODUCTS, Supplies	269.50
NEFF TOWING, Vehicle Maint.	190.00
OFFICE DEPOT, Supplies	328.94
OMAHA SLINGS, Vehicle Maint.	76.98
OMAHA WORLD HERALD, Legal Advertising	693.89
OMB EXPRESS POLICE SUPPLY, Wearing Apparel	53.90
OPPD, Utilities	42,981.94
PAPILLION SANITATION, Contract Services	212.11
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	573.69
PUBLIC AGENCY TRAINING COUNCIL, Training	295.00
QWEST, Phone	133.11
RAMIREZ, RITA, Phone	43.00

MINUTE RECORD

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

October 20, 2009

SAM'S CLUB, Supplies/Concessions	372.48
SARPY COUNTY COURTHOUSE, Contract Services	3,487.34
SARPY COUNTY FISCAL ADMINSTRN, Contract Services	8,874.00
SARPY COUNTY LANDFILL, Bldg & Grnds	22.53
SARPY COUNTY TREASURER, Contract Services	27,931.00
SMOOTHER CUT ENTERPRISES, Contract Services	1,650.00
SOUCIE, JOSEPH, Travel/Phone	82.00
STEPANEK, VICTOR, ROW Acquisition	27,100.00
STOPAK, SCOTT, Phone	50.00
SUBURBAN NEWSPAPERS, Subscription	39.50
SUN COUNTRY DISTRIBUTING, Bldg & Grnds	133.24
SUN LIFE & HEALTH INSURANCE, Payroll Withholding	1,959.78
TARGET BANK, Supplies	40.45
TED'S MOWER SALES & SERVICE, Vehicle Maint.	8.03
THOMPSON DREESSEN & DORNER, Professional Services	17,880.51
THORNBURG, JEFF, Travel	220.00
TITAN MACHINERY, Vehicle Maint.	572.73
TREAT AMERICA FOOD SERVICES, Travel	249.19
U S ASPHALT, Street Maint.	1,645.19
ULTRAMAX, Equipment	1,834.20
UPS, Postage	47.84
VALUATION SERVICES, Professional Services	625.00
VIERREGGER ELECTRIC, Street Maint.	628.75
WASTE MANAGEMENT, Contract Services/Bldg & Grnds	1,122.69
WICK'S STERLING TRUCKS, Vehicle Maint.	201.40

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten informed Council of the K9 Championship competition that was held in Grand Island this past weekend. La Vista Police Officer York and K-9 Leda took the gold medal in "High Risk Building Search" and the bronze medal in "Critical Skills". Lausten informed Council that Petland, located at 120th and Center, donated a bulletproof vest to K-9 Leda.

Public Works Director Soucie informed Council that Harrison Street is now open. Councilmember Sheehan asked if there would be any closures with the 60th Street intersection. Soucie stated there is additional work to be done on the turn radius at 60th Street, but doesn't expect that to happen until next year. It should be limited construction and there should still be access to Harrison.

Community Development Director Birch informed Council that City Planner Baker has resigned, and his last day will be this Friday, October 23rd. The City will be advertising for a new planner.

Library Director Barcal informed Council that she was notified by the Nebraska Library Commission that the library has been accredited for another three (3) years.

B. RENTAL INSPECTION PROGRAM

Mayor Kindig stated that comments would be heard from the public regarding the rental inspection program and asked that those wishing to comment present only new information and that each person keep their comments to three minutes.

Tina Bole, 7605 S 73rd Ave, addressed Council. She would like to know what makes her house a business, not a home. If someone helps you pay bills are they a landlord?

Donna Kozak, 8725 Park View Blvd, gave Council a notice to protect the constitution of the United States of America and the State of Nebraska. She questioned their authority concerning the "International Code and Jurisdiction" on the rental inspection program.

Chuck Smith, 13443 Eagle Run Drive, informed Council that he built half of the houses in La Vista. He said he notified John Fullenkamp when he read about the ordinance to see if he was aware of it, and Fullenkamp suggested that Smith attend the meeting if he had something to say. Smith stated the City Council has always been great to work with. He is against the ordinance.

Walter Nelson, 7310 Valley Rd, stated he is in favor of the rental inspection program. Ten years ago he lived at 42nd and Larimore, and the worst houses in the area were rentals.

MINUTE RECORD

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

October 20, 2009

B. ORDINANCE NO. 1095 – ADOPT RENTAL INSPECTION PROGRAM - FINAL READING

Mayor Kindig then stated that Ordinance No. 1095 now comes on for its third reading

City Clerk Buethe read Ordinance No. 1095 entitled: 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. Said ordinance was read by title.

Councilmember Gowan made a motion to approve Ordinance No. 1095 on its third and final reading. Seconded by Councilmember Sell.

Councilmember Crawford asked if landlords will be held liable if a tenant doesn't let the inspectors in the property. City Attorney responded that landlords will not be held liable if the tenant is obstructing the inspection.

Councilmember Crawford asked if the re-inspection fee could be waived if corrections, on initial inspection, are made. Community Development Director stated the re-inspection fee is in the master fee ordinance, and it applies to any time the inspectors go out for re-inspection. We have the right to charge for re-inspection, but we usually only charge if dealing with a habitual problem location. City Administrator Gunn stated the master fee ordinance can be changed to reflect that accordingly. Councilmember Ellerbeck stated he did not have a problem with staff exercising sound judgment to charge appropriate fees. He does not feel it has been an abusive issue, and he doesn't think it is going to be a concern in the future. Councilmember Sell agreed and he would not like to see the fee removed, in case it is needed. Councilmember Crawford stated we need to clarify all points so there is no misunderstanding. City Attorney McKeon referred to Page 9, sub paragraph E, inspections fees. If we are talking about a modification, that is the section that should be modified. McKeon stated the ordinance could be amended to say "only an additional fee if the problems are not taken care of". Councilmember Sheehan stated the rules should be black and white.

Councilmember Crawford made a motion to amend Ordinance No. 1095, page 9, sub-paragraph E, to provide that inspections required after the primary inspection shall be conducted at no charge if all issues have been taken care of. Seconded by Councilmember Sheehan. City Attorney McKeon stated all provisions like this in the ordinance would be modified accordingly. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: Sell. Absent: None. Motion carried.

Councilmember Sheehan stated his concerns to the rights of privacy for the individual. He would like to see inspections completed at the time of vacancy. He would like to start the process over and get input from others for the ordinance. He also would like to see a copy of the letter that would be sent to the renters that would explain their rights. He asked for it at the last meeting, but has not yet seen it. City Administrator Gunn stated documents are not finalized for implementation until the ordinance has been adopted. The ordinance is still a work in progress; it has been amended again tonight. Council will have the document prior to implementing the program.

Councilmember Sheehan made a motion to amend the ordinance to perform inspections only when the properties are vacant. Seconded by Councilmember Crawford. Councilmembers voting aye: Ronan, Sheehan, and Crawford. Nays: Sell, Quick, Carlisle, Ellerbeck, and Gowan. Absent: None. Motion failed.

Mayor Kindig stated that the original motion by Councilmember Gowan to approve Ordinance No. 1095 on its third and final reading is still on the table, as amended. It was seconded by Councilmember Sell. Councilmembers voting aye: Sell, Quick, Ellerbeck, and Gowan. Nays: Ronan, Sheehan, Carlisle, and Crawford. Absent: None. Mayor Kindig stated that when the Council originally gave staff the approval to work on the program it was by unanimous consensus but as issues have arisen and as opinions have been stated there is a split among the council and as Mayor he will break the tie. Mayor Kindig stated that Council worked hard and has done their homework whether they agree or disagree. City staff has done a good job and most of the landlords have been professional and he thanked them for that. Mayor Kindig voted aye to break a tie vote. Motion carried and the Mayor declared the ordinance adopted; and he signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

MINUTE RECORD

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

October 20, 2009

C. CONDITIONAL USE PERMIT – HOME OCCUPATION (DOG GROOMING) LOT 177, ARDMORE

1. PUBLIC HEARING

At 7:44 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a conditional use permit – Home Occupation (Dog Grooming) Lot 177, Ardmore.

At 7:45 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION – APPROVE CONDITIONAL USE PERMIT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-105: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR A HOME OCCUPATION TO PERFORM DOG GROOMING AT 7005 MICHELLE AVENUE ON LOT 177, ARDMORE, LA VISTA NEBRASKA.

WHEREAS, Terry and Dorothy Grindstaff the property owners have applied for a conditional use permit a home occupation to perform dog grooming on Lot 177 in Ardmore, 7005 Michelle Avenue; 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 issuance of a conditional use permit for such purposes, subject to the following conditions:

1. The plumbing drain needs to be tied into the sanitary sewer for the installation of the bathtub.
2. The type of heating for the building needs to be approved by the City of La Vista through the applicant's building permit.
3. There needs to be a hard-surfaced sidewalk constructed from the accessory building to the driveway.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Terry and Dorothy Grindstaff to operate home occupation to perform dog grooming on Lot 177 in Ardmore, 7005 Michelle Avenue, subject to the condition listed in the last recital above.

Seconded by Councilmember Carlisle. Councilmember Sell asked how many animals would be at the location at one time. Councilmember Crawford stated the number is six (6). It was discussed whether there would be any overnight stays. Mayor Kindig stated he would like the proper disposal of wet hair and dog waste, by putting it in a proper carbon bag. Community Development Director Birch suggested the resolution be tabled in order to bring the property owner to the meeting to answer questions. Councilmember Gowan withdrew his original motion. Councilmember Sell motioned to table the resolution until the November 4th City Council meeting. Councilmember Crawford seconded the motion. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. APPLICATION FOR REPLAT – LA VISTA CIVIC CENTER (NE OF 83RD & PARK VIEW BLVD.)

1. PUBLIC HEARING

At 7:53 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the application for replat – La Vista Civic Center (NE of 83rd & Park View Blvd).

At 7:54 p.m. Councilmember Gowan made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

MINUTE RECORD

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

October 20, 2009

2. RESOLUTION – APPROVE APPLICATION FOR REPLAT

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 09-106: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING APPROVAL OF A REPLAT OF 8.10 ACRES TO BE KNOWN AS LOT 1, LA VISTA CIVIC CENTER BEING A REPLAT OF PART OF LOT 1243, TOGETHER WITH LOT 1244 AND PART OF LOT 1245, LOT 1280, PART OF LOT 1281 TOGETHER WITH PART OF SUBLOTS "M", "N" AND "R" OF COMMERCIAL LOT 1282 AND ALL OF SUBLOTS "P" AND "Q" OF COMMERCIAL LOT 1282, LOCATED NORTHEAST OF 83RD STREET AND PARK VIEW BOULEVARD, LA VISTA, SARPY COUNTY, NEBRASKA,

WHEREAS, the City of La Vista, owners of the above described piece of property, have made application for approval of a replat for the proposed Replat; and

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

WHEREAS, on September 17, 2009 the La Vista Planning Commission held a public hearing and reviewed the replat proposal and has recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat Of 8.10 acres to be known As Lot 1, La Vista Civic Center being a Replat of Part of Lot 1243, together with Lot 1244 and Part of Lot 1245, Lot 1280, Part of Lot 1281 together with Part of Sublots "M", "N" and "R" of Commercial Lot 1282 and all of Sublots "P" and "Q" of Commercial Lot 1282, Located Northeast of 83RD Street and Park View Boulevard, La Vista, Sarpy County, Nebraska, and hereby is, approved.

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

E. ZONING MAP AMENDMENT – LA VISTA CIVIC CENTER PLAT (NE OF 83RD AND PARK VIEW BLVD.)

1. PUBLIC HEARING

At 7:54 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the zoning map amendment – La Vista Civic Center Plat (NE of 83RD and Park View Blvd).

At 7:54 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. ORDINANCE – AMEND ZONING MAP

Councilmember Ellerbeck introduced Ordinance No. 1104 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Gowan seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. 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 Carlisle. The Mayor then stated the question was, "Shall Ordinance No. 1104 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. 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.

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

October 20, 2009

F. ZONING MAP AMENDMENT – BROOK VALLEY BUSINESS PARK (S OF HARRISON, 108TH -109TH ST.)

1. PUBLIC HEARING

At 7:56 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the zoning map amendment – Brook Valley Business Park (S of Harrison, 108-109th St.).

At 7:56 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. ORDINANCE – AMEND ZONING MAP

Councilmember Gowan introduced Ordinance No. 1105 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. 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 Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Crawford. The Mayor then stated the question was, "Shall Ordinance No.1105 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. 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.

G. ORDINANCE – AMENDMENT TO REFUNDING SERIES 2009 BOND ISSUE

Councilmember Gowan introduced Ordinance No. 1106 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 2 OF ORDINANCE NO. 1101 TO MAKE CORRECTION TO THE FIRST INTEREST PAYMENT DATE FOR THE GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS, SERIES 2009, OF THE CITY OF LA VISTA; REPEALING ORIGINAL SECTION 2 OF ORDINANCE NO. 1101; DETERMINING THIS ORDINANCE A MEASURE NECESSARY TO CARRY OUT CONTRACTUAL OBLIGATIONS AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Councilmember Ellerbeck moved that the statutory rule requiring reading on three different days be suspended. Councilmember Carlisle seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. 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 Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question was, "Shall Ordinance No.1106 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. 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.

H. RESOLUTION – ARBITRAGE REBATE SERVICE AGREEMENT

Councilmember Quick introduced and moved for the adoption of Resolution No. 09-107: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BERENS-

MINUTE RECORD

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TATE CONSULTING GROUP, OMAHA, NEBRASKA, TO PROVIDE ARBITRAGE REBATE SERVICES FOR THE CITY OF LA VISTA IN AN AMOUNT NOT TO EXCEED \$7,000.00.

WHEREAS, the City has determined that it is desirable to contract with an outside service to perform the arbitrage rebate calculations; and

WHEREAS, Berens-Tate is the local provider of said service; and

WHEREAS, the purpose of the calculation ensures that the City did not profit unfairly through the issuance of tax exempt bonds for the La Vista Fire Station and Off-Street Parking; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign an agreement with Berens-Tate Consulting Group, Omaha, Nebraska, to provide arbitrage rebate services for the City of La Vista in an amount not to exceed \$7,000.00.

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

I. RESOLUTION – SPECIAL DESIGNATED LICENSE – STONEBRIDGE VINEYARD INC. DBA SCHILLING BRIDGE WINERY AND MICROBREWERY – CABELA’S EVENT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-108: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF BEER AND WINE AT AN "INVITATION ONLY" CUSTOMER APPRECIATION EVENT AT CABELA’S SPORTING GOODS STORE, 12703 WESTPORT PARKWAY, LA VISTA NEBRASKA, ON NOVEMBER 22, 2009 FROM 6:00 P.M. TO 10:00 P.M.

WHEREAS, Cabela’s Sporting Goods Store is located within the City of La Vista; and

WHEREAS, Stonebridge Vineyard Inc. dba Schilling Bridge Winery & Microbrewery has requested approval of a Special Designated License to serve beer and wine at Cabela’s on November 22, 2009 from 6:00 p.m. to 10:00 p.m. in conjunction with an "Invitation Only" Customer Appreciation Event.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Stonebridge Vineyard Inc. dba Schilling Bridge Winery & Microbrewery to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell beer and wine at Cabela’s on November 22, 2009 from 6:00 p.m. to 10:00 p.m. in conjunction with an "Invitation Only" Customer Appreciation Event.

Seconded by Councilmember Carlisle. Chris Hadden, a representative from Cabela’s informed Council there would be a 2-drink maximum at the event. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

J. RESOLUTION – ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-109: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

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

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the

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condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

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

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

City Administrator
Library Director
Director of Public Buildings and Grounds

WHEREAS, the Association will hold its 2009 Annual Meeting on November 2, 2009, at which time and at such meeting the City's Directors shall vote on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board of Directors; and

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

NOW, THEREFORE, BE IT RESOLVED, that effective November 2, 2009, the following are hereby designated and re-elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator
Library Director
Director of Public Buildings and Grounds

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and re-elect said individuals as directors at the annual meeting of the Association held November 2, 2009 (and all other related actions) are hereby ratified, affirmed and approved.

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

K. RESOLUTION – AUTHORIZATION TO PURCHASE – WHEEL LOADER

Councilmember Quick introduced and moved for the adoption of Resolution No 09-110: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) CATERPILLAR 938 HQ WHEEL LOADER AND OPTIONAL EQUIPMENT FROM NEBRASKA MACHINERY COMPANY, 11002 SAPP BROTHERS DRIVE, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$201,214.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one new Wheel Loader for the Public Works Department is necessary; and

WHEREAS, the FY09/10 General Fund – Street Operating budget does include funds for the lease/purchase of said equipment; and

WHEREAS, Nebraska Machinery Company, Omaha, Nebraska, is the most responsible bidder; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any 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 one Caterpillar 938 HQ Wheel Loader and optional equipment for the Public Works Department from Nebraska Machinery Company, Omaha, Nebraska, in an amount not to exceed \$201,214.00.

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Seconded by Councilmember Sell. Councilmember Gowan asked Public Works Director Soucie if the City would keep the old loader. Soucie responded that they would as it is still in good working order. The new loader will replace the old dump truck and has the equipment to be used for snow removal. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

L. RESOLUTION – AUTHORIZATION TO PURCHASE - PAGERS

Councilmember Gowan introduced and moved for the adoption of Resolution No 09-111: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FIFTEEN MOTOROLA MINITOR V PAGERS FROM D & D COMMUNICATIONS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,110.00.

WHEREAS, the Mayor and City Council have determined that it is necessary to purchase pagers for the Fire Department; and

WHEREAS, funds are provided in the FY 09/10 General Fund Budget for the proposed purchase; and

WHEREAS, the purchase of these pagers will reduce dual response times and enhance the ability for the signal to reach responders located in weak or fringe signal areas; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorizes the purchase of fifteen Motorola Minitor V pagers from D & D Communications, Omaha, Nebraska in an amount not to exceed \$7,110.00.

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

M. RESOLUTION – AUTHORIZATION TO PURCHASE – SCISSORS LIFT

Councilmember Quick introduced and moved for the adoption of Resolution No 09-112: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A 26' SCISSORS LIFT FOR THE BUILDINGS AND GROUNDS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$9,000.00

WHEREAS, it has been determined that the Buildings and Grounds Department is in need of a Scissors Lift for the repair of Parking Lot and Building Lights, Gym Equipment, and Garage Door openers in the Police Facility and District 2 First Station; and

WHEREAS, funds are provided in the FY 09/10 General Fund Budget for the proposed purchase; and

WHEREAS, proposals are being sought for the purchase of this scissors lift; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a 26' Scissors Lift in an amount not to exceed \$9,000.00

Seconded by Councilmember Sell. Councilmember Sell asked what the normal hours are to replace a lift. Building and Grounds Director Archibald stated they are normally replaced rentals after 200 hours of use as new machines are more attractive to people who wish to rent them. Councilmember Gowan asked if this lift is new or used. Archibald responded that it is a used 2006 model with 140 hours. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

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N. RESOLUTION – AUTHORIZATION TO PURCHASE – GROUNDS UTILITY VEHICLE

Councilmember Gowan introduced and moved for the adoption of Resolution No 09-113: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A GROUNDS UTILITY VEHICLE FOR THE BUILDINGS AND GROUNDS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$8,500.00.

WHEREAS, it has been determined that the Buildings and Grounds Department is in need of a grounds utility vehicle to replace the Cushman Truckster; and

WHEREAS, funds are provided in the FY 09/10 General Fund Budget for the proposed purchase; and

WHEREAS, proposals are being sought for the purchase of this utility vehicle; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a Grounds Utility Vehicle in an amount not to exceed \$8,500.00.

Seconded by Councilmember Sell. Councilmember Gowan asked if this vehicle is a used unit. Building and Grounds Director Archibald stated it is a used vehicle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

O. SPECIAL ASSESSMENTS

1. PUBLIC HEARING

At 8:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments.

At 8:10 p.m. Councilmember Gowan made a motion to close the public hearing. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-114 entitled: 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
14005 Virginia St., Lot 86/Meadows Replat IX, \$251.64, and
12958 Margo St., Lot 15/Millard Highlands South 2nd Platting, \$292.94
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.

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

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

O. EXECUTIVE SESSION – PERSONNEL

At 8:11 p.m. Councilmember Carlisle made a motion to go into executive session to prevent needless injury to the reputation of an individual to discuss personnel matters and for protection of the public interest regarding possible land acquisition. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 9:08 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Carlisle asked if the City is having Halloween Night. Assistant City Administrator Ramirez stated the event will be held on October 31, 2009.

Mayor Kindig stated if there is anyone else who wants to attend the Worthy Women Event, they need to notify Mary as soon as possible.

At 9:11 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE: ALL GOVERNMENTAL FUND TYPES
For the twelve months ended September 30, 2009
100% of the Fiscal Year

	General Fund				Debt Service Fund				Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over/(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over/(under) Budget	Budget	MTD Actual	YTD Actual
REVENUES												
Property Taxes	\$ 4,531,026	\$ 226,981	\$ 4,502,774	\$ (28,252)	99%	\$ 761,601	\$ 35,781	\$ 756,952	\$ (4,649)	\$ 835,334	\$ 268,000	\$ 268,000
Sales and use taxes	1,955,000	163,183	2,135,519	180,519	109%	977,500	81,592	1,067,760	90,260	18,178	-	-
Payments in Lieu of taxes	90,000	-	100,776	10,776	112%	-	-	-	-	-	-	-
State revenue	1,070,440	70,876	1,048,433	(22,907)	98%	-	-	-	-	-	-	-
Occupation and franchise taxes	500,000	7,262	707,188	207,188	141%	-	-	-	-	-	-	-
Hotel Occupation Tax	872,400	45,514	476,503	(305,897)	55%	-	-	-	-	-	-	-
Licenses and permits	637,000	16,306	588,757	(78,243)	88%	-	-	-	-	-	-	-
Interest income	50,000	689	39,600	(10,400)	79%	100,000	10,363	98,451	(1,549)	-	-	-
Recreation fees	151,000	2,826	147,147	(3,853)	97%	-	-	-	-	-	-	-
Special Services	27,295	550	16,460	(10,835)	60%	-	-	-	-	-	-	-
Grant Income	182,750	0	102,044	(80,706)	56%	-	-	-	-	-	-	-
Other	176,000	22,656	263,722	87,722	150%	\$85,000	21,212	1,031,968	-	2,893,337	-	-
Total Revenues	10,242,911	556,844	10,698,922	(143,989)	99%	2,424,101	148,594	2,973,309	549,208	653,334	155,000	(2,893,337)
EXPENDITURES												
Current:												
Mayor and Council	140,996	5,725	129,075	(11,921)	92%	-	-	-	-	-	-	-
Boards & Commissions	10,025	751	7,033	(2,922)	70%	-	-	-	-	-	-	-
Public Buildings & Grounds	476,009	60,692	422,734	(53,276)	89%	90,000	926	20,947	(69,051)	-	-	-
Administration	540,793	38,638	51,740	(23,053)	96%	-	-	-	-	-	-	-
Police and Animal Control	3,311,601	258,695	3,087,538	(224,063)	93%	-	-	-	-	-	-	-
Fire	514,198	60,762	410,324	(103,875)	80%	-	-	-	-	-	-	-
Community Development	639,075	47,232	603,837	(35,238)	94%	-	-	-	-	-	-	-
Public Works	2,584,143	238,315	2,404,589	(179,554)	93%	-	-	-	-	-	-	-
Recreation	567,335	52,889	52,683	(39,652)	93%	-	-	-	-	-	-	-
Library	590,046	69,206	542,910	(47,136)	92%	-	-	-	-	-	-	-
Human Resources	397,775	21,148	391,906	(5,869)	99%	-	-	-	-	-	-	-
Special Services & Tri-City Bus	77,600	6,424	55,699	(21,631)	72%	-	-	-	-	-	-	-
Capital outlay	315,671	83,772	265,807	(49,864)	84%	-	-	-	-	-	-	-
Debt service: (Warrants)	-	-	-	-	-	1,475,000	80,000	378,374	(1,096,626)	-	-	-
Principal	-	-	-	-	-	1,770,000	114,848	1,740,000	(30,000)	-	-	-
Interest	-	-	-	-	-	1,665,549	195,773	1,371,976	(29,573)	-	-	-
Total Expenditures	10,165,267	944,301	9,367,143	(798,124)	92%	5,000,549	195,773	3,511,297	1,489,252	6,560,859	152,399	(6,093,859)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES												
OTHER FINANCING SOURCES (USES)	77,644	(387,457)	731,779	(654,135)	942%	(2,576,448)	(46,827)	(537,988)	(2,038,460)	(2,178,854)	270,601	(44,000)
Operating transfers in (out)	(820,280)	(640,280)	180,000	-	-	134,092	701,426	701,426	(1,475,000)	118,854	44,000	(74,854)
Bond/registered warrant proceeds						1,475,000	-	-	(907,666)	2,060,000	-	(2,060,000)
Total other Financing Sources (Uses)	(820,280)	(640,280)	180,000	-	-	1,609,092	701,426	701,426	(907,666)	2,178,854	-	(2,134,854)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES												
FUND BALANCE, beginning of the year	\$ (742,636)	\$ (1,027,737)	\$ 91,499	\$ (834,135)	-	\$ (967,356)	\$ 654,600	\$ (1,130,794)	\$ 163,438	\$ 314,601	\$ -	\$ -
FUND BALANCES, END OF PERIOD						4,523,855	-	-	7,508,967	-	\$ 7,672,405	\$ (22,031)
* Preliminary Year-end Fund Balance												
						\$ 4,615,354	-	-	\$ 4,615,354	-	\$ (22,031)	\$ (22,031)

CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
BUDGET AND ACTUAL

* Preliminary Year-end Net Assets

CITY OF LA VISTA
PLANNING COMMISSION MINUTES
OCTOBER 15, 2009

DRAFT

The Planning Commission meeting of the City of La Vista was convened at 7 p.m. on Thursday, October 15, 2009, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Krzywicki, Malmquist, Kramolisch, Horihan, Gahan, Hewitt, and Alexander. Absent: Andsager, Circo and Nielsen. Also in attendance was Marcus Baker, City Planner and John Kottmann, City Engineer.

Legal notice of the public meeting and hearing was posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission and a copy of the acknowledgement of the receipt of notice is attached to the minutes. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Krzywicki at 7:05 p.m. Copies of the agenda and staff report were made available to the public.

2. Approval of Meeting Minutes – September 17, 2009

Gahan motioned to approve the minutes of September 17, 2009. Kramolisch seconded the motion. Ayes: Krzywicki, Malmquist, Kramolisch, Horihan, Alexander, Gahan and Hewitt. Nays: None. Motion carried.

3. Old Business

None

4. New Business

A. Continuation of the Public Hearing regarding the Harrison Heights Final PUD, Final Plat and conditional Use Permit for proposed senior apartments within Lot 13 and Lot 14 of Crestview Heights Subdivision

i. Staff Report: Baker pointed out in a general summary that City Council had approved the rezoning, preliminary plat and preliminary PUD on August 4, 2009. Presented tonight is the final plat and final PUD with a conditional use permit for Lot 4, which is senior apartments.

The applicant has submitted the revised detail colored elevation drawings for the architectural design review with, very minor details yet to work on. The applicants did an excellent job working with the architectural design review with their project and assuring that the buildings are coordinated and will be one cohesive development between the residential and commercial buildings.

The four minor items detailed in the staff report:

1. Light fixtures are not yet compliant. Downward shining lights that match the style of the Gateway Corridor District are required on buildings and for parking lot lighting.
2. Garages need to add battens, where indicated, for better architectural detail.

3. Louvers need to be painted to match the color of the adjacent building material's color.
4. Some landscaping from the Harrison Street side needs to be relocated to the Gertrude Street side to provide better screening of the commercial uses from the existing residential area.

In addition, to avoid parking problems, the Final PUD needs to limit Lots 1, 2 and 3 of Harrison Heights to no more than 25% of the combined gross floor area of the three commercial buildings for use as an A-2 occupancy (i.e. restaurant, nightclubs, bars.)

Planning Staff recommends approval of the Conditional Use Permit for Lot 4, Final PUD Plan and Final Plat of Harrison Heights Subdivision with the following conditions:

1. All remaining architectural design revisions, as described herein, shall be made prior to City Council's review.
2. All remaining revisions to the landscape plan, as described herein, shall be made prior to City Council's review.
3. Lots 1, 2 and 3 of Harrison Heights shall be limited to no more than 25% of the combined gross floor area of the three commercial buildings for use as an A-2 occupancy (i.e. restaurant, nightclubs, bars.)
4. All parking for Lots 1-5 shall be on-site parking only with no parking overflowing onto Gertrude Street.

Malmquist asked if there were no parking signs on Gertrude Street. Baker said that City Staff had not required the applicant to install signs, but if needed, Public Works could install signs in the future.

Kramolisch approves of the elderly housing, however, disapproves of the proposed commercial, because the city is trying to revitalize the 84th Street corridor and bring new commercial businesses to that corridor. Krzywicki said the rezoning had already been approved, so the commercial zoning was already a moot point.

Krzywicki was concerned that bars or restaurants in this location would be incompatible with the adjacent senior living due to the noise and overflow parking potential. He asked if those uses could be prohibited entirely.

Baker responded that night clubs and taverns would be required to be reviewed further by the City with a conditional use permit in the C-2 commercial district. Any restaurant would likely be a café style or "made to order" restaurant since it would be in a tenant bay. Therefore, parking demand should be less than a large restaurant.

Krzywicki requested staff obtain feedback on the Ralston bar located in the strip area at 72nd Street and Harrison before this application goes to City Council. The City of Ralston tried to put some limits on the percentage of sales from liquor because there were some issues. Gahan thought the issues were related to loud music from the bar that generated complaints from the residents to the west.

Krzywicki felt that such restrictions should be written into the PUD plan since you can make that more restrictive than city ordinance.

Malmquist asked if the light fixtures presented were those preferred by staff. Baker confirmed the fixtures in their packets were compliant with the design guidelines.

Horihan pointed out that the post construction stormwater plan conflicted with the written amounts. Kottmann stated this was a typographical error and should read as 8992 and would be corrected before permitting.

Motions are needed for recommendations on the Conditional Use Permit (multi-family development on Lot 4), Final Plat and Final PUD Plan.

No public comments were received.

Hewitt moved to close the public hearing. Malmquist seconded. Ayes: Krzywicki, Malmquist, Alexander, Hewitt, Gahan, Kramolisch, and Horihan. Nays: None. Hearing closed at: 7:20 pm.

iii. Recommendation: Malmquist motioned to recommend approval to City Council of the CUP for Lot 4, the final PUD plan and the final plat of Harrison Heights subdivision with the four conditions as stated in the staff report. Hewitt seconded. Ayes: Krzywicki, Gahan, Alexander, Hewitt, Malmquist, and Horihan. Nays: Kramolisch. Motion carried.

This project is scheduled to appear on the November 17, 2009 City Council agenda.

5. Comments from the Floor

None

6. Comments from the Planning Commission

Malmquist commented on the nice turn out for the Marv Carcich street dedication.

Krzywicki thanked Marcus Baker, Planner, for his service to the city and help with the Planning Commission while he has been here. Baker stated that it had been a pleasure working with the commission.

7. Adjournment

Horihan motioned to adjourn. Hewitt seconded. Ayes: Krzywicki, Malmquist, Kramolisch, Gahan, Horihan, Alexander and Hewitt. Nay: None. Motioned carried. Meeting was adjourned at 7:24 p.m.

Reviewed by Planning Commission: John Gahan

Sharon H. Dennis
Recorder

DRAFT

Planning Commission Chair

Approval Date

I:\Community Development\MBaker\Planning Commission\minutes\2009 PC MIN\minutes 10 15 2009 revised.doc

Invoice

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

October 20, 2009
 Project No: 08030111.01
 Invoice No: 7

Project 08030111.01 84th Street Redevelopment Vision

Description of Services: Working group meeting #3 preparation; updated concept plans.

Professional Services from August 29, 2009 to October 2, 2009

Fee

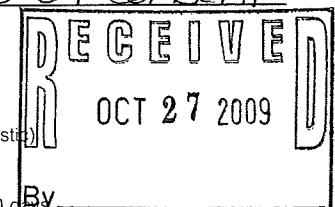
Billing Phase	Fee	Percent Complete	Previous Fee	Current Fee
			Earned	Billing
Project	42,840.00	100.00	42,840.00	42,840.00
Startup/Inventory/Analysis				0.00
Initial Outreach	51,724.00	100.00	51,724.00	51,724.00
Developing A Vision	52,822.00	100.00	52,822.00	36,975.40
Vision Plan Preparation	24,559.00	25.00	6,139.75	0.00
Vision Plan Refinement	27,844.00	0.00	0.00	0.00
Total Fee	199,789.00		153,525.75	131,539.40
		Total Fee		21,986.35

Total this Invoice

\$21,986.35

AB 10-27-09

05-71-083001
 11-3-09 Consent



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 #WFBUS6S (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.

John P. Mullen, P.C., LLO

James A. Mullen, P.C., LLO

MULLEN & MULLEN
Attorneys at Law
10050 Regency Circle, Ste. 111
Omaha, NE 68114

TEL: (402) 341-1080
FAX: (402) 341-8052

28-Oct-09

Federal Tax ID: 47-0766533

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

ATTORNEY WORK PRIVILEGE
ATTORNEY CLIENT PRIVILEGE

Re: City of LaVista-OTC-Sarpy County Dispute
Regarding sewer fees

STATEMENT FOR PROFESSIONAL SERVICES AND COSTS ADVANCED

Date	Description	TIME
------	-------------	------

For professional services rendered from April 1, 2009 through September 30, 2009 regarding the lawsuit of Oriental Trading Co. ("O.T.C.") v. City of LaVista et al, wherein O.T.C. is seeking the return of previously paid sewer fees. Services include conferring with attorneys, engineers and client's personnel, reviewing documents, files and written discovery.

	TOTAL FEE	\$ 10,960.00
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DISBURSEMENT DESCRIPTION

TOTAL BALANCE DUE:	\$ <u>10,960.00</u>
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OK
PES
11/03/09
Consent
Agenda

BANK NO BANK NAME
CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

1 Bank of Nebraska (600-873)

46065 Payroll Check

46066 Gap in Checks
Thru 97906

97907	10/21/2009	3991 BAINBRIDGE LEADERSHIP CENTER	7,500.00	**MANUAL**
97908	10/21/2009	4018 KISSEL/E & S ASSOCIATES	6,265.07	**MANUAL**
97909	10/21/2009	152 CITY OF OMAHA	27,890.12	**MANUAL**
97910	10/21/2009	3956 KIRKHAM MICHAEL & ASSOCS INC	2,800.00	**MANUAL**
97911	10/23/2009	944 NE DEPT OF REVENUE-LOTT/51	78,018.85	**MANUAL**
97912	10/26/2009	480 UNITED STATES POSTAL SERVICE	1,427.62	**MANUAL**
97913	10/28/2009	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	809.00	**MANUAL**
97914	11/03/2009	3883 3CMA MEMBERSHIP	375.00	
97915	11/03/2009	762 ACTION BATTERIES UNLTD INC	223.56	
97916	11/03/2009	765 ADT SECURITY SERVICES	246.74	
97917	11/03/2009	2868 AIR POWER OF NEBRASKA	174.10	
97918	11/03/2009	571 ALAMAR UNIFORMS	230.48	
97919	11/03/2009	4169 AMENTA, JOE	10.00	
97920	11/03/2009	1271 AMERICAN PLANNING ASSOCIATION	400.00	
97921	11/03/2009	536 ARAMARK UNIFORM SERVICES INC	260.53	
97922	11/03/2009	1678 ASPEN EQUIPMENT COMPANY	634.00	
97923	11/03/2009	188 ASPHALT & CONCRETE MATERIALS	56.83	
97924	11/03/2009	706 ASSOCIATED FIRE PROTECTION	71.50	
97925	11/03/2009	201 BAKER & TAYLOR BOOKS	1,165.75	
97926	11/03/2009	929 BEACON BUILDING SERVICES	6,437.00	
97927	11/03/2009	1784 BENNINGTON EQUIPMENT INC	331.73	
97928	11/03/2009	196 BLACK HILLS ENERGY	75.92	
97929	11/03/2009	4051 BOLEY, ANN	100.00	
97930	11/03/2009	117 BODART	133.52	
97931	11/03/2009	3760 BUETHE, PAM	309.30	
97932	11/03/2009	3592 BUILDERADIUS INC	2,000.00	
97933	11/03/2009	4024 CALENTINE, JEFFREY	30.00	
97934	11/03/2009	2285 CENTER POINT PUBLISHING	240.84	
97935	11/03/2009	3124 CHIEF SCHOOL BUS SERVICE, INC	140.00	
97936	11/03/2009	152 CITY OF OMAHA	53.75	
97937	11/03/2009	3126 COCA-COLA BOTTLING COMPANY	429.00	
97938	11/03/2009	3176 COMP CHOICE INC	529.50	
97939	11/03/2009	468 CONTROL MASTERS INCORPORATED	72.50	
97940	11/03/2009	2158 COX COMMUNICATIONS	58.65	
97941	11/03/2009	23 CUMMINS CENTRAL POWER LLC #410	1,256.65	
97942	11/03/2009	3136 D & D COMMUNICATIONS	349.63	
97943	11/03/2009	270 DECASTA SPORTING GOODS	278.00	
97944	11/03/2009	111 DEMCO INCORPORATED	53.52	
97945	11/03/2009	4188 DRUMMOND, SONNY	36.00	
97946	11/03/2009	3084 EBSCO SUBSCRIPTION SERVICES	3,276.36	
97947	11/03/2009	4049 ECCLES, PAT	100.00	
97948	11/03/2009	3334 EDGEWEAR SCREEN PRINTING	425.60	
97949	11/03/2009	3776 ELECTRIC SPECIALTIES CO INC	120.00	
97950	11/03/2009	3463 FARQUHAR, MIKE	100.00	

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97951		11/03/2009		1201	FERRELLGAS	406.69			
97952		11/03/2009		1245	FILTER CARE	70.75			
97953		11/03/2009		3007	FIRE-EXTRICATION-HAZMAT	52.30			
97954		11/03/2009		142	FITZGERALD SCHORR BARMETTLER	16,533.76			
97955		11/03/2009		3270	FLOORS INCORPORATED	248.23			
97956		11/03/2009		4050	FROEHLICH, RORY	100.00			
97957		11/03/2009		1344	GALE	302.11			
97958		11/03/2009		1697	GAYLORD BROS	655.04			
97959		11/03/2009		53	GCR OMAHA TRUCK TIRE CENTER	739.92			
97960		11/03/2009		1660	GODFATHER'S PIZZA	145.15			
97961		11/03/2009		35	GOLDMAN, JOHN G	85.00			
97962		11/03/2009		285	GRAYBAR ELECTRIC COMPANY INC	182.76			
97963		11/03/2009		1624	GUNN, BRENDA	95.00			
97964		11/03/2009		3400	HARDESTY, MARK E	36.00			
97965		11/03/2009		2407	HEIMES CORPORATION	107.27			
97966		11/03/2009		1403	HELGET GAS PRODUCTS INC	73.00			
97967		11/03/2009		4178	HERITAGE CRYSTAL CLEAN LLC	206.78			
97968		11/03/2009		892	HONEYMAN RENT-ALL	117.72			
97969		11/03/2009		1612	HY-VEE INC	62.43			
97970		11/03/2009		1760	INTERSTATE ALL BATTERY CENTER	171.60			
97971		11/03/2009		1896	J Q OFFICE EQUIPMENT INC	533.32			
97972		11/03/2009		4137	JEFF HERRMAN, LE SALES	431.61			
97973		11/03/2009		2420	JINECO EQUIPMENT COMPANY	60.85			
97974		11/03/2009		831	JOHN DEERE LANDSCAPES/LESCO	500.00			
97975		11/03/2009		4189	KETELSEN, BRIAN	105.00			
97976		11/03/2009		788	KINDIG, DOUGLAS	80.00			
97977		11/03/2009		1054	KLINKER, MARK A	200.00			
97978		11/03/2009		2394	KRIHA FLUID POWER CO INC	4.48			
97979		11/03/2009		2057	LA VISTA COMMUNITY FOUNDATION	105.00			
97980		11/03/2009		906	LA VISTA FIREFIGHTERS ASSN	390.00			
97981		11/03/2009		926	LAMP RYNEARSON/ASSOCIATES INC	494.70			
97982		11/03/2009		231	LEAGUE OF NEBRASKA MUNICIPA-	560.00			
97983		11/03/2009		3909	LEO A DALY COMPANY	1,655.90			
97984		11/03/2009		3931	LIBRARY ADVANTAGE	230.00			
97985		11/03/2009		2297	LINDBERG, SHEILA	128.45			
97986		11/03/2009		1573	LOGAN CONTRACTORS SUPPLY	1,299.99			
97987		11/03/2009		2124	LUKASIEWICZ, BRIAN	50.00			
97988		11/03/2009		2414	METHODIST HOSPITAL	350.00			
97989		11/03/2009		153	METRO AREA TRANSIT	549.00			
97990		11/03/2009		872	METROPOLITAN COMMUNITY COLLEGE	7,984.18			
97991		11/03/2009		553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
97992		11/03/2009		553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
97993		11/03/2009		553	METROPOLITAN UTILITIES DIST.	2,433.87			
97994		11/03/2009		2497	MID AMERICA PAY PHONES	50.00			
97995		11/03/2009		1526	MIDLANDS LIGHTING & ELECTRIC	174.04			
97996		11/03/2009		2030	MIDWEST FENCE COMPANY	486.58			
97997		11/03/2009		2382	MONARCH OIL INC	364.00			
97998		11/03/2009		2229	MOORE, WAYNE	36.00			
97999		11/03/2009		4186	MTS 911 WEAR INCORPORATED	214.80			
98000		11/03/2009		1028	NATIONAL PAPER COMPANY INC	219.62			
98001		11/03/2009		488	NATIONAL SAFETY COUNCIL	362.00			
98002		11/03/2009		981	NEBRASKA CHAPTER APWA	70.00			
98003		11/03/2009		649	NEBRASKA GOLF & TURF INC	401.73			

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98004	11/03/2009	2388 NEBRASKA NATIONAL BANK	1,163.43			
98005	11/03/2009	132 NEBRASKA SALT & GRAIN COMPANY	35,976.55			
98006	11/03/2009	2685 NEBRASKA TURF PRODUCTS	2,073.60			
98007	11/03/2009	653 NEUMAN EQUIPMENT COMPANY	205.77			
98008	11/03/2009	2631 NEXTEL COMMUNICATIONS	578.90			
98009	11/03/2009	2631 NEXTEL COMMUNICATIONS	89.19			
98010	11/03/2009	1152 NLA-MEMBERSHIPS	17.00			
98011	11/03/2009	179 NUTS AND BOLTS INCORPORATED	44.55			
98012	11/03/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
98013	11/03/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
98014	11/03/2009	1014 OFFICE DEPOT INC-CINCINNATI	1,231.18			
98015	11/03/2009	79 OMAHA COMPOUND COMPANY	144.76			
98016	11/03/2009	1935 PAPILLION LA VISTA SCHOOL DIST	60.00			
98017	11/03/2009	2686 PARAMOUNT LINEN & UNIFORM	382.46			
98018	11/03/2009	1769 PAYLESS OFFICE PRODUCTS INC	246.84			
98019	11/03/2009	1821 PETTY CASH-PAM BUETHE	117.41			
98020	11/03/2009	1821 PETTY CASH-PAM BUETHE	60.04			
98021	11/03/2009	74 PITNEY BOWES INC-KY	.00	**CLEARED**	**VOIDED**	
98022	11/03/2009	74 PITNEY BOWES INC-KY	221.00			
98023	11/03/2009	3347 POSITIVE PROMOTIONS	70.35			
98024	11/03/2009	1921 PRINCIPAL LIFE-FLEX SPENDING	216.00			
98025	11/03/2009	3743 PROGRESSIVE BUSINESS	109.50			
98026	11/03/2009	2516 QUALITY INN	189.00			
98027	11/03/2009	802 QUILL CORPORATION	190.72			
98028	11/03/2009	219 QWEST	.00	**CLEARED**	**VOIDED**	
98029	11/03/2009	219 QWEST	8,560.59	**CLEARED**	**VOIDED**	Replaced with check #'s 98057 & 98058
98030	11/03/2009	2540 QWEST	12.87			
98031	11/03/2009	3120 RACOM CORPORATION	44.00			
98032	11/03/2009	3469 RAMIREZ, JOHN	36.00			
98033	11/03/2009	427 RAMIREZ, RITA M	43.00			
98034	11/03/2009	3889 REED, JASON	140.00			
98035	11/03/2009	487 SAPP BROS PETROLEUM INC	.00	**CLEARED**	**VOIDED**	
98036	11/03/2009	487 SAPP BROS PETROLEUM INC	19,017.69			
98037	11/03/2009	2240 SARPY COUNTY COURTHOUSE	3,495.03			
98038	11/03/2009	150 SARPY COUNTY TREASURER	8,750.00			
98039	11/03/2009	503 SCHOLASTIC LIBRARY PUBLISHING	185.90			
98040	11/03/2009	533 SOUCIE, JOSEPH H JR	105.00			
98041	11/03/2009	3838 SPRINT	101.96			
98042	11/03/2009	2634 STERIL MANUFACTURING CO	175.00			
98043	11/03/2009	871 STOPAK, SCOTT	50.00			
98044	11/03/2009	3534 TAPE STOCK ONLINE	16.67			
98045	11/03/2009	913 TARGET BANK	26.15			
98046	11/03/2009	4150 TOMSU, LINDSEY	92.10			
98047	11/03/2009	2830 TREAT AMERICA FOOD SERVICES	10.78			
98048	11/03/2009	3735 TY'S OUTDOOR POWER & SVC INC	75.87			
98049	11/03/2009	2426 UNITED PARCEL SERVICE	118.55			
98050	11/03/2009	3052 V & V MANUFACTURING INC	90.07			
98051	11/03/2009	1113 VARSITY TRANSPORTATION INC	113.00			
98052	11/03/2009	809 VERIZON WIRELESS, BELLEVUE	94.23			
98053	11/03/2009	809 VERIZON WIRELESS, BELLEVUE	110.80			
98054	11/03/2009	766 VIERREGGER ELECTRIC COMPANY	601.13			
98055	11/03/2009	1174 WAL-MART COMMUNITY BRC	433.90			
98056	11/03/2009	78 WASTE MANAGEMENT NEBRASKA	221.35			

APCHCKRP
03.30.09

Tue Nov 3, 2009 3:45 PM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO BANK NAME

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MANUAL

98057	11/03/2009	249 BKD LLP	7,500.00	**Replaces check #98029
98058	11/03/2009	219 QWEST	1,060.59	**Replaces check #98029

BANK TOTAL	272,523.14
OUTSTANDING	272,523.14
CLEARED	8,560.59
VOIDED	8,560.59

FUND

TOTAL

OUTSTANDING

CLEARED

VOIDED

01	GENERAL FUND	137,057.69	137,057.69	.00	3,966.36
02	SEWER FUND	16,858.66	16,858.66	.00	1,494.23
05	CONSTRUCTION	30,038.42	30,038.42	.00	.00
08	LOTTERY FUND	82,674.75	82,674.75	.00	3,000.00
09	GOLF COURSE FUND	5,711.05	5,711.05	.00	100.00
15	OFF-STREET PARKING	182.57	182.57	.00	.00

REPORT TOTAL	272,523.14
OUTSTANDING	272,523.14
CLEARED	8,560.59
VOIDED	8,560.59
+ Gross Payroll 10/30/09	<u>216,118.23</u>
GRAND TOTAL	<u>\$488,641.37</u>

APPROVED BY COUNCIL MEMBERS 11/03/09

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

Subject:	Type:	Submitted By:
ANNEXATIONS — SID # 59 (OAKDALE PARK, BROOK VALLEY BUSINESS PARKS & VARIOUS TAX LOTS), SID # 214 (PAPIO VALLEY 1 & 2 BUSINESS PARKS), TL 6B 19-14-12, TL8 8-14-12, TL 6C1 19-14-12, TL 15 & VAC ROW ADJ 18-14-12, TL 13 19-14-12, TL 14 19-14-12, & ANY ADJOINING STREET ROW	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

First reading of the ordinance to annex the following territory:

(1) SID # 59

- Brook Valley Business Park: Lots 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 & 23), 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, 57 & N 100' LOT 56, 58, 59, 60, and Outlot B
- Brook Valley Business Park Replat 1: Lots 1 and 2
- Brook Valley Business Park Replat 2: Lots 1 and 2
- Brook Valley II Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11B, 12, 13, 14A REPLAT OF LOT 14, 14B REPLAT OF LOT 14, 15, 16A, 16B, 17A, 17B, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and VAC VIRGINIA ST LYING W OF 114TH ST AND E OF 117TH
- Brook Valley II Business Park Replat One: Lot 1
- Brook Valley II Business Park Replat 2: Lots 1 and 2
- Oakdale Park: Lots 1, 2A, 2B, 3 EX CO ROW, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19A, 21A, 21B, 22, 26, 27, 28A, and 28B
- Tax Lot 1A2 17-14-12
- Tax Lot 8A1B 16-14-12
- Tax Lot 1A1A1A 17-14-12
- Tax Lot 2B2, S OF RR, 17-14-12
- Tax Lots 8C1, 8C2A & 8C3A 16-14-12
- PT SW1/4 NW1/4 16-14-12
- Tax Lot 8B 16-14-12
- Tax Lot 8A2 EXC PT FOR ROW 16-14-12
- Tax Lot 8C4 16-14-12
- Tax Lot 8A1A EXC PT FOR ROW 16-14-12

(2) SID #214

- Papio Valley 1 Business Park: Lots 1, 2, PT LOT 3A, 4, 5, 6, 7A, 7B, and 8
- Papio Valley 2 Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9

(3) Miscellaneous Lots

- Tax Lot 6B 19-14-12
- Tax Lot 8 18-14-12
- Tax Lot 6C1 19-14-12
- Tax Lot 15 & VAC ROW ADJ 18-14-12
- Tax Lot 13 19-14-12
- Tax Lot 14 19-14-12

(4) And Any Adjoining Street Rights-of-Way

FISCAL IMPACT

	Assessed Valuation	Net Debt
SID #59	\$144,926,663	\$ 2,117,962
SID #214	\$ 29,944,516	\$ 88,797

Additional detail can be found in the annexation plan.

RECOMMENDATION

Approval.

BACKGROUND

On October 6, 2009 the Mayor and Council adopted an Annexation Plan as an amendment to the Comprehensive Plan. The areas proposed for annexation are identified within the plan, on the spreadsheet, as areas 1a, 1b, 1c and 1d.

A detailed annexation plan was prepared and submitted to the Council at the October 6, 2009 meeting. That plan indicated the following schedule:

- October 6, 2009 – City Council adopts resolution stating the City is considering annexation.
- October 22, 2009 – Planning Commission public hearing and recommendation.
- November 3, 2009 – City Council first reading of the ordinance.
- November 17, 2009 – City Council public hearing and second reading of the ordinance.
- December 1, 2009 – City Council third reading and adoption of the ordinance.

Because of recent changes to the annexation regulations (LB 495), notice of the public hearing has been mailed to all owners of the property within the area proposed for annexation. A copy of the resolution adopted by Council on October 6th providing for the public hearing has also been published in the newspaper with a map delineating the land proposed for annexation.

The areas being considered for annexation are comprised of the following:

- SID #59 (Oakdale Park, Brook Valley Business Parks and various Tax Lots) — 63 developed commercial parcels, 36 vacant commercial lots, and 1 outlot; no residential lots. Estimated population is 0.
- SID #214 (Papio Valley 1 & 2 Business Parks) — 12 developed commercial lots and 6 vacant commercial lots; no residential lots. Estimated population is 0.
- Miscellaneous Lots — 5 vacant commercial lots; 1 single family lot. Estimated population is 2.
- Any adjoining street rights-of-way.

The Planning Commission conducted a public hearing on October 22, 2009. At that hearing representatives from SID # 59 were present and identified several outstanding SID issues that staff is researching and will make a recommendation on prior to the public hearing on November 17th. The Planning Commission recommended approval subject to review of the issues by the Finance Director and City Attorney.

\Lvdefp01\users\Administration\BRENDA\ COUNCIL\ANNEX\BROOK VALLEY, OAKDALE PARK, PAPIO VALLEY\Council Memo-Ord.DOC

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.59, OAKDALE PARK, BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6TH P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N R12E OF THE 6TH P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and

WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and

WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and

WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

SECTION 1. The following described territory situated in Sarpy County, Nebraska to-wit:

LOTS 1, 2A, 2B, 3 THROUGH 8, 13 THROUGH 18, 19A, 21A, 21B, 22, 26, 27, 28A, AND 28B, OAKDALE PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID OAKDALE PARK;

TOGETHER WITH PART OF 108TH STREET RIGHT-OF-WAY AND PART OF HARRISON STREET RIGHT-OF-WAY ADJOINING SAID OAKDALE PARK;

TOGETHER WITH TAX LOTS 8A1A AND 8A2, EXCEPT THAT PART TAKEN FOR 104TH STREET RIGHT-OF-WAY, TAX LOTS 8A1B, 8B, 8C1, 8C2A, 8C3A AND 8C4, ALL LYING WITHIN THE WEST 1/2 OF THE NW1/4 OF SECTION 16, T14N, R12E OF THE 6TH P.M., IN SAID SARPY COUNTY;

TOGETHER WITH PART OF GERTRUDE STREET RIGHT-OF-WAY, AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID TAX LOTS;

TOGETHER WITH THAT PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16 LYING WEST OF LOT 1, AND SOUTH OF LOT 2A, SAID OAKDALE PARK;

TOGETHER WITH PART OF 108TH STREET RIGHT-OF-WAY ADJOINING SAID PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16;

TOGETHER WITH LOTS 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, LOT 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 AND 23), LOTS 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32,

33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, LOT 57 AND THE NORTH 100 FEET OF LOT 56, LOTS 58, 59, 60 AND OUTLOT B, BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY BUSINESS PARK, AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH PART OF 108TH STREET RIGHT-OF-WAY AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY BUSINESS PARK AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH TAX LOT 1A2, LYING NORTH OF THE CHICAGO BURLINGTON & QUINCY RAILROAD WITHIN THE SE1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF HARRISON STREET AND THE NORTHERLY EXTENSION OF THE WEST LINE OF 104TH STREET;

THENCE SOUTHERLY ON THE WEST LINE OF 104TH STREET TO THE EAST LINE OF THE W1/2 OF THE NW1/4 OF SAID SECTION 16;

THENCE SOUTHERLY ON THE EAST LINE OF SAID W1/2 TO THE SE CORNER THEREOF;

THENCE WESTERLY ON THE SOUTH LINE OF SAID W1/2 TO THE SW CORNER THEREOF;

THENCE WESTERLY ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 17 TO THE EASTERLY LINE OF LOT 28A1, SAID BROOK VALLEY BUSINESS PARK;

THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 28A1 TO THE NORTHERLY LINE OF SAID TAX LOT 1A2;

THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 1A2 TO THE WEST LINE OF SAID 108TH STREET;

THENCE SOUTHERLY ON THE WEST LINE OF SAID 108TH STREET TO THE NORTHERLY LINE OF SAID CHICAGO BURLINGTON & QUINCY RAILROAD;

THENCE WESTERLY ON THE NORTHERLY LINE OF SAID RAILROAD TO THE SW CORNER OF OUTLOT B SAID BROOK VALLEY BUSINESS PARK;

THENCE NORtherly ON THE WESTERLY LINE OF SAID BROOK VALLEY BUSINESS PARK AND ITS NORTHERLY EXTENSION TO THE CENTERLINE OF HARRISON STREET;

THENCE EASTERLY ON THE CENTERLINE OF HARRISON STREET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL OF TAX LOT 1A1A1A, LYING WITHIN THE SE1/4 AND ALL OF TAX LOT 2B2 LYING WITHIN THE SW1/4 OF SAID SECTION 17;

TOGETHER WITH PART OF 110TH STREET RIGHT-OF-WAY ADJOINING SAID TAX LOT 1A1A1A;

TOGETHER WITH LOTS 1 THROUGH 7, LOTS 9, 10, 11B, 12, 13, LOTS 14A AND 14B, REPLAT OF LOT 14, LOTS 15, 16A, 16B, 17A, 17B, 18, 19, 20, LOTS 22 THROUGH 37, VACATED VIRGINIA STREET LYING WEST OF 114TH STREET AND EAST OF 117TH STREET, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT ONE; A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID

BROOK VALLEY II BUSINESS PARK AND SAID BROOK VALLEY II BUSINESS PARK REPLATS ONE AND 2;

TOGETHER WITH PART OF 120TH STREET RIGHT-OF-WAY AND ALL OF 114TH STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY II BUSINESS PARK; ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT INTERSECTION OF THE CENTERLINE OF 120TH STREET AT THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BROOK VALLEY II BUSINESS PARK;

THENCE NORTHERLY ON THE CENTERLINE OF 120TH STREET TO THE SOUTHERLY LINE OF GILES ROAD;

THENCE EASTERLY ON THE SOUTHERLY LINE OF GILES ROAD TO THE NORTHERLY EXTENSION OF THE EAST LINE OF 114TH STREET;

THENCE SOUTHERLY ON THE EAST LINE OF 114TH STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BROOK VALLEY II BUSINESS PARK;

THENCE WESTERLY ON THE SOUTH LINE OF BROOK VALLEY II BUSINESS PARK TO THE POINT OF BEGINNING;

TOGETHER WITH LOTS 1 AND 2, PART OF LOT 3A, LOTS 4, 5, 6, 7A, 7B AND 8, PAPIO VALLEY 1 BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 1 BUSINESS PARK;

TOGETHER WITH LOTS 1 THROUGH 9, PAPIO VALLEY 2 BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 2 BUSINESS PARK;

TOGETHER WITH PART OF OLD GILES ROAD RIGHT-OF-WAY AND 120TH STREET RIGHT-OF-WAY ADJOINING SAID PAPIO VALLEY 1 BUSINESS PARK AND SAID PAPIO VALLEY 2 BUSINESS PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 120TH STREET AND THE EASTERN EXTENSION OF THE SOUTH LINE OF SAID PAPIO VALLEY 2 BUSINESS PARK;

THENCE WESTERLY ON SAID SOUTH LINE AND ITS EASTERN EXTENSION TO THE SW CORNER OF LOT 4, SAID PAPIO VALLEY 2 BUSINESS PARK;

THENCE NORTHERLY ON THE WEST LINE OF SAID PAPIO VALLEY 2 BUSINESS PARK TO THE SOUTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK;

THENCE WESTERLY ON THE SOUTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE SW CORNER THEREOF;

THENCE NORTHERLY ON THE WEST LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE NW CORNER THEREOF;

THENCE EASTERLY ON THE NORTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE SOUTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY;

THENCE WESTERLY ON THE SOUTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY;

THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID RAILROAD RIGHT-OF-WAY TO THE NORTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY;

THENCE EASTERLY ON THE NORTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE CENTERLINE OF 120TH STREET;

THENCE SOUTHERLY ON THE CENTERLINE OF 120TH STREET TO THE POINT OF BEGINNING;

TOGETHER WITH TAX LOT 8 IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 15 & VAC ROW ADJ IN THE SE 1/4 OF SECTION 18 T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6B IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6C1 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 13 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 14 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH RAILROAD RIGHT-OF-WAY ADJOINING SAID TAX LOTS IN SAID SECTIONS 18 AND 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH GILES ROAD RIGHT-OF-WAY, WEST GILES ROAD RIGHT-OF-WAY, AND OLD GILES ROAD RIGHT-OF-WAY IN SAID SECTIONS 18 AND 19 ADJOINING SAID TAX LOTS.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to Oakdale Park, Brook Valley Business Parks, Papio Valley 1 & 2 Business Parks, various tax lots and adjoining street rights-of-way, which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2009.

CITY OF LA VISTA

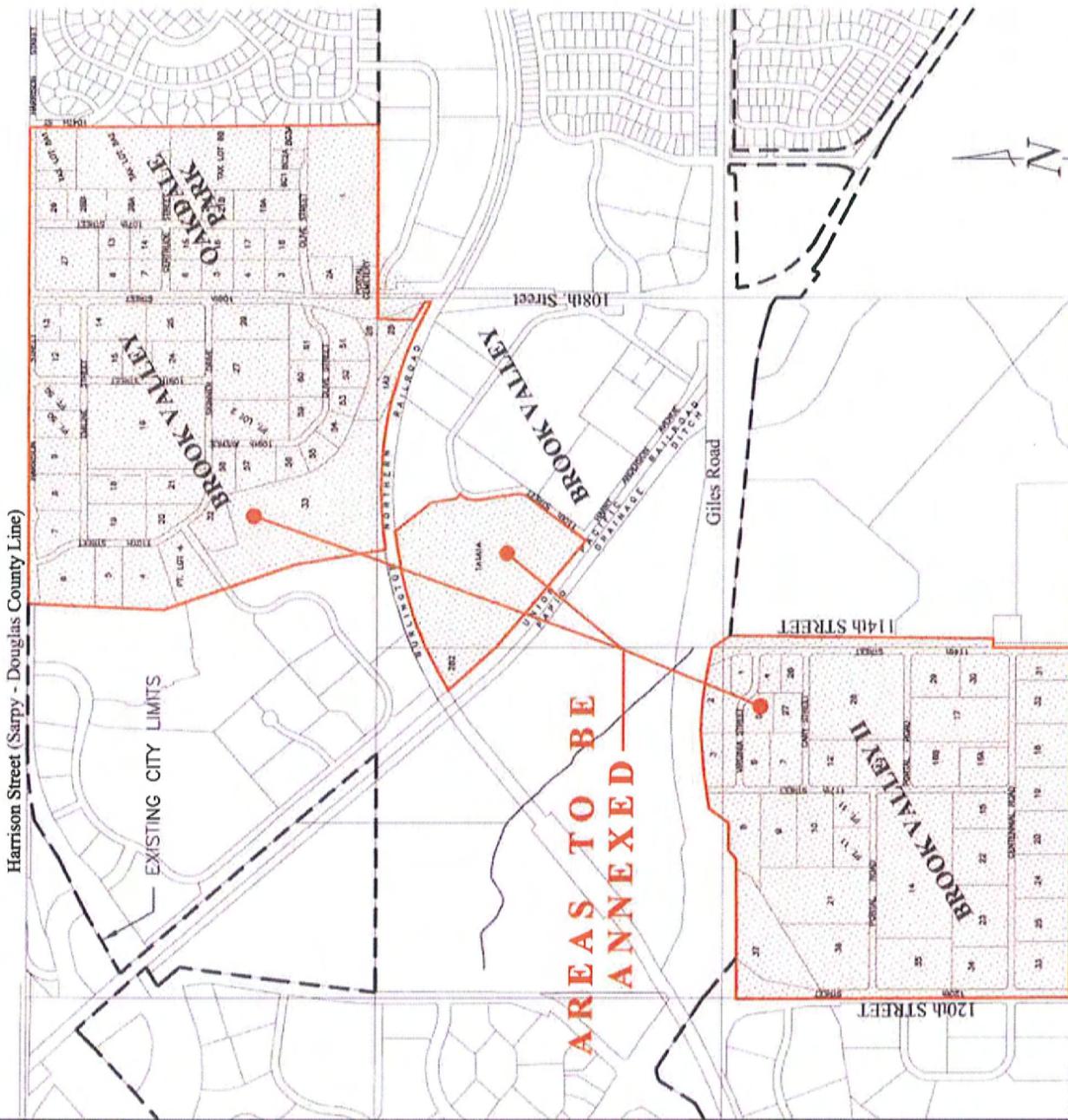
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista Annexation

October 2009



TP2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10835 OLD MILL ROAD OMAHA, NEBRASKA 68154
PHONE: 402.330.6660 FAX: 402.330.6666 EMAIL: 102MAIL@T2CO.COM
WEBSITE: WWW.T2CO.COM

JOB #: 171-353 DWG: 171-363 ANNEXATION OCTOBER 2009.DWG

0' 300' 600' 1200'
SCALE IN FEET

City of La Vista Annexation

October 2009



EXISTING CITY LIMITS

West-Giles Read

AREA TO BE
ANNEXED—

SCALE IN FEET

2 THOMPSON, DREESSEN & DORNER, INC.

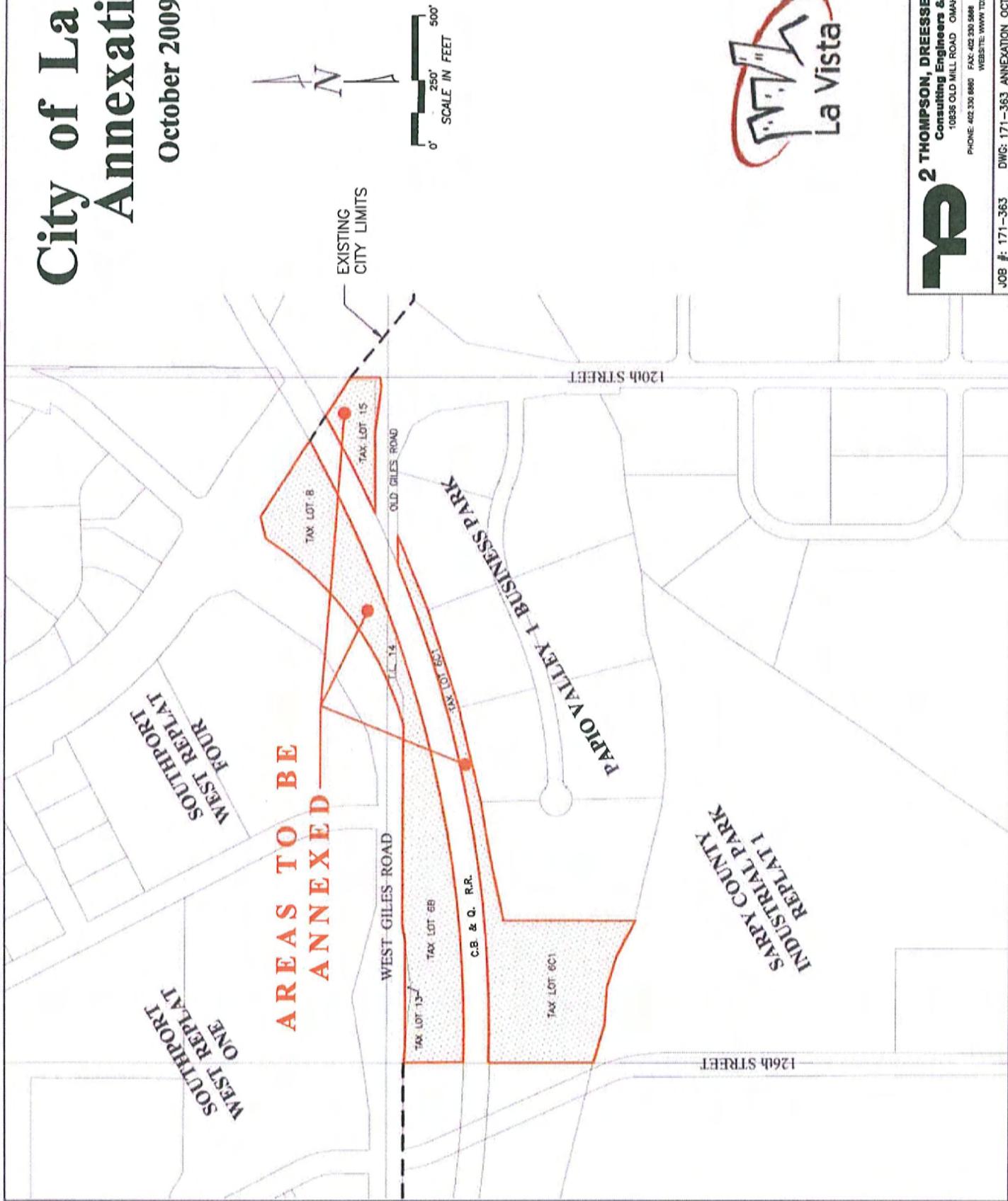
Consulting Engineers & Land Surveyors
1036 OLD MILL ROAD OMAHA, NEBRASKA 68154
PHONE: 402 330 8860 FAX: 402 350 5888 EMAIL: TD2000.COM

WEBSITE: WWW.TDCCO.COM DMIC: 121-1363 ANNEXATION OCTOBER 2009 DMIC

Dwg: 171-363 Annexation October 2009 Dwg

City of La Vista Annexation

October 2009



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
PHONE: 402.330.6860 FAX: 402.330.5686 EMAIL: TD200@TD200.COM
WEBSITE: WWW.TD200.COM

JOB #: 171-363 DWG: 171-363 ANNEXATION OCTOBER 2009 OUTLOTS.DWG

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

Subject:	Type:	Submitted By:
COLLECTIVE BARGAINING AGREEMENT — LA VISTA FRATERNAL ORDER OF POLICE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the proposed Collective Bargaining Agreement between the City of La Vista and the La Vista Fraternal Order of Police, Lodge No. 28 for FY 2010, FY 2011 and FY 2012 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance have additionally been prepared.

FISCAL IMPACT

The proposed agreement provides the following increases in the hourly wage rates for both Police Officers and Sergeants:

- FY 2010 — 3%
- FY 2011 — 3%
- FY 2012 — 4%

The FY 09/10 municipal budget contains funding for the FY2010 wages.

RECOMMENDATION

Approval.

BACKGROUND

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police expired on September 30, 2009. The terms of a new agreement have been negotiated and a copy is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FISCAL YEAR 2010 FISCAL YEAR 2011 AND FISCAL YEAR 2012 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of La Vista has recognized the La Vista Police Officers Association for the purpose of collective bargaining by Resolution No. 78-020; and

WHEREAS, the La Vista Police Officers Association is now a member of and affiliated with the Fraternal Order of police and is known as the La Vista Fraternal Order of Police Lodge No. 28 ("LVFOP"); and

WHEREAS, the City Administrator and the LVFOP's appointed negotiating team have reached a tentative agreement as authorized by and in accordance with Resolution No. 78-020;

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on October 19, 2009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska, does hereby accept the terms of the negotiated agreement and authorizes the Mayor of the City of La Vista, Nebraska, to execute the same on behalf of the City subject to approval of form by the city attorney and city administrator.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2009.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$4,320.00 per year for each of the members of the City Council.

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

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

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. City Administrator	215
City Clerk	205
City Engineer/Asst. Public Works Director	210
Community Development Director	210
Finance Director	210
Fire Chief	210
Library Director	205
Police Chief	215
Public Buildings and Grounds Director	200
Public Works Director	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. Golf Superintendent	140
Asst. Recreation Director	175
Chief Building Official	175
Community Relations Coordinator	150
Deputy City Clerk/Office Manager	165
Golf Course Services Manager	165
Golf Course Superintendent	175
Human Resources Generalist	165
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	190
Program Coordinator	160
Street Superintendent	180

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, Table 300, and Table 400, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accountant	145
Accounting Clerk	130
Administrative Assistant	130
Mechanic	318
Building Inspector I	140
Building Inspector II	160
Code Enforcement Officer	130
Executive Assistant	140
Fire Training Officer	165
Foreman – B&G	160
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	311
Maintenance Worker II	316
Park Foreman	320
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Public Buildings & Grounds MWI	125
Public Buildings & Grounds MWII	130
Secretary II	125
Secretary/Receptionist	120
Sewer Foreman	320
Street Foreman	320
Shop Foreman	322

Section 7. Part-Time and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

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

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

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 22 of this Ordinance. The base factor for fiscal year 2010 shall be set at three percent (3%).

Section 9. Certification Incentive Pay for Chief Building Official and Building Inspectors. Employees of the City in the positions of Chief Building Official and Building Inspector are eligible to receive a one time only incentive payment of \$1,000 for each certification obtained in an applicable construction field/trade. Such payment must be approved by the City Administrator.

Section 10. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 11. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 12. Longevity Pay for Salaried Full-Time Employees and Hourly Paid Full-Time Employees, Including Police Employees. Employees of the City in the positions set forth in Section 3 and Tables 300 and 400 of this Ordinance, including police positions, shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Tables 300 and 400 of this Ordinance, rounded to the nearest whole cent:

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

Section 13. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

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

Section 14. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 15. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2007 through September 30, 2009," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 15.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 15.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 17 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120.
- G. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.

Section 16. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

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

Section 17. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 18. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 19. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 20. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 21. Vacation Entitlement.

A. All full-time employees whose employment is governed by the Agreement described in Section 15, Paragraph A. of this Ordinance shall earn and be eligible for vacation as provided in such Agreement.

B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.

C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.

D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment and successful completion of the initial or extended initial probationary period. Total paid vacation time earned per year shall not exceed forty (40) hours.

E. Exempt, Non-Exempt, and Permanent Part-Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.

Section 22. Wage Tables.

Table 100
Salaried Exempt Employees
Hourly Non-Exempt Employees

Range			Range		
	Minimum	Maximum		Minimum	Maximum
100 Hourly	8.95	11.63	145 Hourly	16.30	21.18
Monthly	1,551	2,016	Monthly	2,825	3,671
Annual	18,616	24,190	Annual	33,904	44,054
110 Hourly	10.99	14.28	150 Hourly	17.13	22.25
Monthly	1,905	2,475	Monthly	2,969	3,857
Annual	22,859	29,702	Annual	35,630	46,280
115 Hourly	11.82	15.36	160 Hourly	18.79	24.40
Monthly	2,049	2,662	Monthly	3,257	4,229
Annual	24,586	31,949	Annual	39,083	50,752
120 Hourly	12.71	16.51	165 Hourly	20.01	26.00
Monthly	2,203	2,862	Monthly	3,468	4,507
Annual	26,437	34,341	Annual	41,621	54,080
125 Hourly	13.68	17.77	175 Hourly	23.59	30.63
Monthly	2,371	3,080	Monthly	4,089	5,309
Annual	28,454	36,962	Annual	49,067	63,710
130 Hourly	14.15	18.38	180 Hourly	26.14	33.95
Monthly	2,453	3,186	Monthly	4,531	5,885
Annual	29,432	38,230	Annual	54,371	70,616
140 Hourly	15.48	20.11	190 Hourly	32.30	41.96
Monthly	2,683	3,486	Monthly	5,599	7,273
Annual	32,198	41,829	Annual	67,184	87,277

Table 200
Management Exempt Employees

	Range	Minimum	Maximum
200	Hourly	33.04	42.17
	Monthly	5,727	7,309
	Annual	68,723	87,714
205	Hourly	34.32	43.81
	Monthly	5,949	7,594
	Annual	71,386	91,125
210	Hourly	36.52	46.50
	Monthly	6,330	8,060
	Annual	75,962	96,720
215	Hourly	39.74	50.72
	Monthly	6,888	8,791
	Annual	82,659	105,498

Table 300
Public Works Collective Bargaining
Hourly Non-Exempt

	Range	A	B	C	D	E	F	G
322	Hourly	17.63	18.51	19.44	20.40	21.41	22.51	23.62
	Monthly	3,056	3,208	3,369	3,537	3,712	3,901	4,094
	Annual	36,678	38,499	40,427	42,441	44,540	46,811	49,125
320	Hourly					20.01	21.43	22.51
	Monthly					3,468	3,715	3,901
	Annual					41,621	44,583	46,811
318	Hourly	16.66	17.45	18.34	19.26	20.19	21.22	22.28
	Monthly	2,887	3,024	3,180	3,339	3,499	3,678	3,862
	Annual	34,643	36,292	38,156	40,063	41,991	44,133	46,340
316	Hourly		15.98	16.77	17.62	18.50	19.41	20.38
	Monthly		2,770	2,907	3,055	3,206	3,364	3,533
	Annual		33,238	34,878	36,656	38,478	40,363	42,398
311	Hourly				14.15	15.02	15.76	
	Monthly				2,453	2,603	2,732	
	Annual				29,432	31,236	32,779	

Table 400							
Classification: FOP Collective Bargaining							
Hourly Non-Exempt							
Range		A	B	C	D	E	F
426	Hrly				29.90 5,183 62,192	31.14 5,398 64,771	33.12 5,741 68,890
423	Hrly	19.61 3,399 40,789	20.92 3,626 43,514	22.99 3,985 47,819	24.34 4,219 50,627	26.56 4,604 55,245	27.94 4,843 58,115

Section 23. Repeal of Ordinance No. 11039. Ordinance No. 11039 originally passed and approved on the 6th1st day of OctoberSeptember 2009 is hereby repealed.

Section 24. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 25. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 3RD6TH DAY OF NOVEMBEROCTOBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**AMENDED AGREEMENT
BETWEEN THE LA VISTA FRATERNAL ORDER OF POLICE
LODGE NO. 28
AND
THE CITY OF LA VISTA, NEBRASKA**

FYE 2010-2012

FY 2008-2009 OCTOBER 1, 2009 – SEPTEMBER 30, 2012

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Preamble

WHEREAS, the LVFOP has been recognized as set forth in Article 2 hereof as the sole and exclusive bargaining agent for certain employees of the Police Department of the City of La Vista, Nebraska; and

WHEREAS, this Agreement has as its purposes the promotion of harmonious relations between the City and the LVFOP, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and their conditions of employment respecting certain employees of the City.

NOW, THEREFORE, the parties agree as follows:

Article 1 — Definitions

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions hereafter set forth, unless the context otherwise requires.

- (A) **Department** shall mean the Police Department of the City of La Vista.
- (B) **Employee** shall mean any employee of the Police Department of the City of La Vista, Nebraska, excluding the Chief of Police, those persons holding the rank of lieutenant captain or above, and those other persons excluded under Article 2, Section 1 of this Agreement.
- (C) **Department Head** shall mean the duly appointed Chief of the Police Department of the City of La Vista, Nebraska.
- (D) **Personnel Board** shall mean the duly appointed Personnel Board of the City of La Vista, Nebraska.
- (E) **City Administrator** shall mean the duly appointed City Administrator of the City of La Vista, Nebraska.
- (F) **Personnel Manual** shall mean the Personnel Manual of the City of La Vista, Nebraska, dated February 6, 1996, as heretofore or hereafter amended.
- (G) **City** shall mean the City of La Vista, Nebraska.
- (H) **LVFOP** shall mean the La Vista Fraternal Order of Police Lodge No. 28.
- (I) **Current City Compensation Ordinance** shall mean the Ordinance adopted by the City Council of the City of La Vista, Nebraska, which establishes the rates of compensation of employees of the City, and which is in effect on the date hereof, but including any amendments hereafter adopted thereto.
- (J) **City Council** shall mean the City Council of the City of La Vista, Nebraska.
- (K) **Mayor** shall mean the Mayor of the City of La Vista, Nebraska.
- (L) **Law Enforcement Employees** shall mean employees covered by this Agreement who hold the rank of sergeant or police officer.
- (M) **Fiscal Year** shall mean the fiscal period commencing October 1 and ending September 30.

Article 2 — LVFOP Recognition

Section 1. The City recognizes the LVFOP as the exclusive bargaining representative for those police employees of the City holding the following regular full-time positions:

Sergeant
Police Officer

excluding, however, all supervisory, confidential, seasonal, temporary, CETA and part-time employees.

Section 2. The intent of City Council Resolution No. 78-020, pursuant to which the LVFOP has heretofore been granted bargaining recognition by City, is fully preserved by this Agreement, including the express intent thereof that no management right or prerogative or policy shall be the subject of negotiations. The inclusion herein of any matter of management right, prerogative or policy shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or in any manner be deemed a waiver of the stated intent of Council Resolution No. 78-020.

Section 3. The mandatory or permissive nature of any subject, matter or issue included in or treated in this Agreement is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from treatment or inclusion of such subject herein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the City's management prerogative or right in respect thereto.

Article 3 — Bulletin Board and Ballot Boxes

Section 1. The City shall permit the LVFOP to use one bulletin board, designated by the Chief of Police, in the break room, for posting of notices of LVFOP meetings and elections, reports of LVFOP committees and other notices or announcements that may be of benefit or interest to the employees.

Section 2. Posted materials shall not contain anything political or discriminatory or reflect adversely upon the City or any of its employees. The bulletin board provided shall be for the exclusive use of the LVFOP.

Section 3. The City will permit the LVFOP to use the LVFOP's own ballot box in the break room for LVFOP balloting or elections. No employee shall participate in any LVFOP election in any manner during his/her tour of duty.

Article 4 — LVFOP Activity

Section 1. The LVFOP agrees that its members, agents, and representatives will not solicit membership in the LVFOP or otherwise carry on LVFOP activity during working hours except as otherwise permitted by this Agreement.

Section 2. Employees may use their individual vacation days or personal leave days for the purpose of attending conventions, educational conferences or conducting LVFOP business, subject to the needs of the Department with respect to the scheduling of vacations and required manpower. The City shall not refuse personal leave days off or vacation time off solely because the employee intends to use such days for the purposes stated above.

Article 5 — Check Off

Section 1. The City shall deduct LVFOP dues from the pay of each employee covered by this Agreement; provided, that at the time of such deduction there is in the possession of the City a current and unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked, in the manner set forth in **Section 3** of this Article, by the employee at any time by giving written notice thereof to the City. The City shall deduct such dues from the pay of employees who have executed such assignments and remit such withholdings to the Union on either a monthly or bi-weekly basis, at the City's option. Such withholdings shall be remitted to the duly designated LVFOP official by the City within ten (10) days following the issuance of pay warrants for the pay period respecting which the City, at its option, elects to deduct such withholdings in accordance with the foregoing. The LVFOP shall advise the City in writing of the name and address of the designated LVFOP official to whom the City should remit amounts so withheld.

Section 2. Previously executed and unrevoked written check off authorizations shall continue to be effective respecting employees reinstated or returning to work following layoff, leave of absence, or suspension, not exceeding six months. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective. If an employee is on any form of paid leave of absence, the City shall continue to withhold union dues during such absence unless the assignment respecting the same has been or is revoked in the manner provided herein.

Section 3. Written revocations of check off authorizations shall not be effective unless received by the City Clerk at least two (2) weeks prior to the first pay date upon which such revocation is to take effect.

Section 4. At the time of execution of this Agreement, the LVFOP shall advise the City in writing of the exact amount of regular monthly LVFOP dues. If, subsequently, the LVFOP requests the City to deduct additional monthly LVFOP dues, such request shall be effective only upon written assurance by the LVFOP to the City that the amounts requested are regular monthly LVFOP dues duly approved in accordance with the LVFOP's constitution and by-laws.

Section 5. The City agrees to provide this service without charge to the LVFOP.

Section 6. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the City fails to make a deduction for any employee as above provided, it shall make such deduction from the employee's next pay period in which LVFOP dues are normally deducted, but only if written notification by the LVFOP has been given to the City in time to permit such deduction. If the City makes an overpayment to the LVFOP, the City shall deduct that amount from the next remittance to the LVFOP. If the City inadvertently makes a dues deduction from the pay of an employee who has not authorized said deduction who has revoked said authorization in accordance with **Section 3** of this Article, the LVFOP agrees to refund said deduction to the affected employee or to the City, on demand, or the City may withhold the amount of same from a subsequent remittance to the LVFOP. The LVFOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders, judgments, loss or liability arising as a result of any action taken or not taken by the City under the provisions of this Article.

Article 6 — Employee Rights

Section 1. Any employee may request of the City Clerk the opportunity to review his/her personnel file during normal business hours at City Hall in the presence of appropriate personnel and any employee may request of the Chief of Police the opportunity to review his/her Departmental file, if maintained by the Department, during normal business hours at the Police Department in the presence of appropriate personnel. An employee shall not be entitled to review any materials that relate to any investigation that has not yet been completed or that relate to any potential disciplinary or other matter that has not yet been concluded.

Section 2.

- (A) Any employee who is the subject of a complaint filed with the La Vista Police Department shall be given a copy of the complaint after it is received by the management of the Department (except where notification to the employee could jeopardize an investigation) as soon as possible. The employee shall respond thereto after receipt of such notification if such a response is requested by the Department.
- (B) The employee may request the presence of an LVFOP representative or LVFOP-designated counsel (“Advisor”) during any questioning of the employee regarding a citizen complaint or other internal affairs investigation matter. Such assistance or representation shall be allowed only in a situation in which the employee reasonably believes the investigation might lead to disciplinary action against the employee. The City shall have no duty to advise the employee of the right to make such a request, and the employee may withdraw the request at any time. The Advisor may assist and counsel the employee, and may offer input to the process and issues, but may not obstruct the City’s investigation or the questioning of the employee. If the City reasonably considers that the Advisor is obstructing the City’s investigation or questioning of the employee, the City may exclude the Advisor for the remainder of the investigation or questioning of the employee; provided, that if the City so excludes the Advisor, the employee shall be entitled to request the presence of another LVFOP representative or LVFOP-designated counsel to serve as the Advisor, subject to all of the requirements and procedures of this subsection (B), during the remainder of the investigation or questioning of the employee. The employee shall not be entitled to have more than one person present as an Advisor under this provision. The City is not required to postpone a requested interview for more than ninety (90) minutes to await the arrival of the employee’s requested Advisor and, after having waited ninety (90) minutes after the employee first informs the City that the employee would like for an Advisor to be present, or after having waited ninety (90) minutes after the employee first informs the City that the employee would like for a substitute Advisor to be present following exclusion by the City of the initial Advisor, the City may require the employee to submit to the questioning or investigation.
- (C) The City shall notify the employee in writing of the final disposition of the complaint.

Section 3. *Deleted (2007)*

Section 4. Interviews of employees shall be conducted during a regular tour of duty of the employee, if possible. If same is not possible, interviews shall be scheduled at such times as will not unduly inconvenience the employee. Time spent by an employee who is interviewed outside his or her regular tour of duty will be considered hours worked by the employee, for purposes of Article 11 of this Agreement, unless the employee is under investigation regarding a possible criminal offense.

Section 5. Whenever a citizen complaint has been filed against an employee, and an investigation by the La Vista Police Department of such complaint has uncovered insufficient evidence to either prove or disprove either the citizen's complaint or the employee's explanation of the incident, it shall then be the right of the complaining citizen to request a polygraph examination of himself/herself or others, to be administered by a polygraph examiner employed or retained by the La Vista Police Department, if such citizen wishes to continue processing his or her complaint. In such event, if the citizen's or the other person's polygraph examination shows the complaining person or witness to be non-deceptive as to the relevant facts of the complaint, then the employee against whom complaint is made may be compelled to submit to a polygraph examination regarding the investigation.

Section 6. If an employee has not received a written reprimand for a period of three (3) years, he/she may request that all reprimands over three (3) years old be removed from his/her file maintained by the City. No copies or notations of removed reprimands shall be maintained in any personnel files of the City.

Section 7. Any files or records maintained by the City which involve charges or complaints which shall be found not to be sustained, shall thereupon immediately be removed from that employee's personnel file. This shall be the responsibility of the City Clerk.

Section 8. The City may maintain indefinitely an administrative file of complaints against employees, to track the nature of complaints, summary of findings of investigations, and final actions taken, if any, in response to complaints. The administrative file will be maintained separately from employee personnel files. Material more than two (2) years old maintained in the administrative file will not be used against the employee in City disciplinary action or employee evaluation and promotional decisions.

Section 9. Where an employee has had a complaint sustained against him/her through an investigation by the La Vista Police Department, it shall be kept as a part of his/her file for no more than three (3) years from the date of the complaint; provided, that if the employee is found, on the basis of another complaint made within such three (3) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional three (3) years. At the end of the retention or extended retention period described herein, the sustained complaint and all other accompanying documentation shall be removed from the employee's file, at the request of the employee to the Human Resources Office.

Section 10. Press releases concerning internal investigations shall not be issued by either the City or the LVFOP without prior notice to the other party that a press release is to be issued.

Section 11. If a complaint against an employee covered under this Agreement is found to be a false complaint, the Police Chief will review such case to determine if criminal charges are applicable.

Article 7 — Disciplinary Action

Section 1. Suspension. An employee covered by this Agreement may, for cause, be suspended without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) consecutive months. However, no single suspension shall be for more than thirty (30) calendar days. Whenever a suspension is to be imposed without prior action by the Civil Service Commission, the employee shall be notified in writing of same not later than one (1) day before the suspension period is to commence. Such notice shall include the reasons for and the duration of the suspension.

Section 2. All other sections of the City of La Vista Personnel Manual relating to disciplinary action, not in conflict with this Agreement are, by this reference, incorporated into this Agreement.

Section 3. The provisions of Chapter 19, Article 18, of the Nebraska Revised Statutes, (“Civil Service Commission”), and the City’s ordinance and regulations pertaining to the City’s Civil Service Commission, as previously or hereafter amended, are incorporated into this Agreement by reference, and shall supersede any provision or provisions hereof inconsistent therewith.

Article 8 — Seniority

Section 1. Seniority shall be based on continuous length of service in a classification without break or interruption, except as provided for in Section 2 of this Article. Any suspension for disciplinary purposes, absence on authorized leave with pay, or absence on authorized leave without pay for sixty (60) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section. Unless otherwise prohibited by law, any layoff or authorized absence without pay for more than sixty (60) calendar days shall result in a deduction from seniority of all time on leave or layoff.

Section 2. Seniority shall commence from the date an employee initially enters a classification. In the event an employee is demoted, whether voluntarily or involuntarily, the employee’s seniority in the lower classification shall be retroactive to his/her initial date of entry into that classification. In the event two (2) employees are hired on the same date, the ranking by the Civil Service Commission shall determine their order of hiring for seniority purposes.

Section 3. A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by employees; provided, that the seniority list shall be revised and updated at the end of each fiscal year and a copy of same shall be transmitted to the LVFOP.

Article 9 — Grievance Procedure

Section 1. There shall be a grievance procedure under this Agreement, which shall be the grievance procedure set forth in the Personnel Manual, with the following modifications:

- (A) A grievance under this Agreement is defined to be any dispute concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, fringe benefits, or working conditions. A grievance under this Agreement may not be filed respecting personnel actions subject to the jurisdiction of the Civil Service Commission of the City.
- (B) Unless a grievance is presented to the employee's immediate supervisor within twenty (20) calendar days after the grievant is or should have been aware of the occurrence of the event giving rise to the grievance, the grievance will be presumed to have been waived. The immediate supervisor shall respond to a duly filed grievance from an employee under his/her supervision in writing within twenty (20) calendar days after receipt of the grievance. Within twenty (20) calendar days after receiving the decision of the employee's immediate supervisor on the grievance, the employee, if dissatisfied with such decision, shall appeal said supervisor's disposition of such grievance by presenting such grievance in written form to the employee's Department Head, or the grievance will be presumed to have been waived. The Department Head shall respond in writing to the employee within twenty (20) calendar days after receipt of the appeal of such grievance from the employee.
- (C) Within twenty (20) calendar days after receiving the decision of the Department Head on the grievance, the employee, if still dissatisfied with such decision, shall appeal such decision by presenting the grievance in written form to the City Administrator, or the grievance will be presumed to have been waived. The City Administrator shall respond in writing to the employee within twenty (20) calendar days after the Administrator's said receipt of the grievance from the employee. The City Administrator's decision on a grievance, as defined in and subject to this Agreement, appealed to him or her, shall not be final. Appeal from the decision of the City Administrator on an appealed grievance may be taken by the aggrieved employee to the Personnel Board within seven (7) calendar days after receiving notice of the City Administrator's decision thereon. Such appeal shall be in writing and shall be delivered to the chairperson of the Personnel Board within the time permitted by this subsection to initiate the appeal. The Personnel Board shall meet within forty-five (45) calendar days after receipt of the grievance and shall issue a written decision on the appealed grievance within thirty (30) calendar days after the conclusion of said meeting.
- (D) Each party reserves the right to litigate a question presented by a grievance in any court of competent jurisdiction in the event such party shall not be satisfied with the resolution of the grievance by the Personnel Board. However, no such litigation may be maintained until all available steps under this grievance procedure have been pursued and exhausted.
- (E) The time limits provided for in this grievance procedure shall be strictly construed and the failure of any moving party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

- (F) An aggrieved employee shall have the right to process his/her grievance individually, by the LVFOP and/or by an attorney at law.
- (G) An employee may draft a response within ten days of receipt of a written reprimand or a performance evaluation. The response shall be attached to all copies of the relevant written reprimand or performance evaluation, but the reprimand or performance evaluation shall not be grievable under this grievance procedure.

Article 10 — Uniforms and Equipment

Section 1. The City shall provide and replace sufficient uniforms for uniformed employees where uniforms are required.

Section 2. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to eleven (11) two-piece uniform sets per calendar month per employee who is required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service, and to no other service provider.

Section 3. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to five (5) two-piece civilian clothing sets per calendar month per employee who is not required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service and no other service provider. "Two-piece civilian clothing sets" as used herein shall be deemed to mean suits, slacks and jacket, or skirt and jacket, which normally require dry cleaning or professional laundering rather than home laundering. If an employee wears both uniforms and civilian clothing sets during the calendar month, the employee shall be entitled to this benefit, but only to the extent of a maximum total of five (5) sets of clothing per calendar month, whether such sets of clothing be uniform sets, civilian clothing sets, or some combination thereof, totaling five (5) or less sets per calendar month.

Section 4. The City shall provide all required police equipment for all uniformed and non-uniformed employees. If approved by the Chief of Police, uniformed and non-uniformed employees may, at their own expense, purchase and utilize optional or alternative equipment.

Section 5. The City shall provide each police officer and sergeant with protective body armor for the use of such employee, which protective body armor shall remain the property of the City.

Section 6. The City shall provide regular replacement of City-provided articles as necessary for wear or damage, or loss of uniforms or equipment occurring in the performance of duties by employees, subject to the availability of budgeted funds.

Article 11 — Overtime

Section 1. The City will pay law enforcement employees overtime at the rate of one and one-half times the employee's contractual hourly rate for all hours worked in excess of 80 hours by the employee during a work period. Each "work period" shall consist of 14 consecutive calendar days, which days shall coincide with the established pay periods.

Section 2. For the purposes of this Article 11, an employee's "contractual hourly rate" shall be the hourly rate shown respecting such employee on Appendix B, increased by any amounts due to the employee under Article 10, Section 6 (Plain Clothes Replacement Allowance), Article 15, Section 2 (Investigator/Crime Prevention Officer/School Resource Officer/K-9 Officer), Article 16 (longevity pay), and Article 19, Section 3 (advanced educational incentive).

Section 3. For purposes of this Article 11, "hours worked" shall include:

- (A) "Report-In" Time;
- (B) Time the employee spends working at the Police Station or on patrol or at his or her designated duty station or duty location, as scheduled or at the request of Departmental officers;
- (C) Attendance at Departmental training sessions or other Departmental meetings during the employee's off-duty hours, when the City requires the employee to attend same;
- (D) Call-outs for work during an employee's off-duty hours.
- (E) Time spent on officially designated "standby" status. Time spent on "standby" shall not be considered hours worked if, while on standby status, the employee is free to pursue and engage in personal pursuits subject only to the requirements to remain sober, to remain within a 30-mile radius of La Vista City Hall, and to remain able to be contacted, if necessary, by telephone or radio.
- (F) Meal breaks during the duty shift of law enforcement employees, since it is understood that law enforcement employees are on call and not completely relieved from duty during such meal breaks.
- (G) Required time spent during an employee's normal off duty hours, at the request of City officials or the County Attorney's office, attending court proceedings as a witness or in any other capacity related to his/her official duties. All witness fees received by employees, with respect to court appearances for which the employee is paid hereunder by the City, shall be paid over to the City Clerk by the employee. If an employee's scheduled court appearance, falling on the employee's off-duty hours, is canceled after 5:00 p.m. on the business day prior to the scheduled court appearance, the employee shall be paid for two hours pay at the employee's regular rate of pay, but such two hours shall not be considered "hours worked" by the employee.

- (H) Required time spent, during an employee's normal off-duty hours, attending conferences with City or County attorneys, at the request of the latter, concerning City business or concerning court proceedings in which the employee is involved in an officially-related capacity.
- (I) Time spent in attendance at non-Departmental training sessions during the employee's off-duty hours, when the City requires the employee to attend same. Only the actual training time shall be considered hours worked under this subsection.
- (J) ~~All pre-approved paid leave taken by employees shall be considered as hours worked in computing overtime, provided, however, that personal leave taken, birthday leave taken, field training officer leave time earned and taken, wellness leave time earned and taken, and funeral leave taken shall not be considered as hours worked in computing overtime.~~ Pre-approved for the purposes of this subsection ~~shall~~, in the case of vacation and personal leave, ~~shall mean mean~~ leave approved prior to the beginning of the work period, and in the case of sick leave, shall mean sick leave utilized in compliance with the applicable personnel rules.
- (K) Required time spent, during an employee's normal off-duty hours, conducting official business on the telephone with City officials, at the request of the latter, concerning City business in which the employee is involved in an officially-related capacity. Only phone calls in excess of 8 (eight) minutes in length shall be considered hours worked.

Section 4. Travel time shall not be considered "hours worked" unless:

- (A) The employee has commenced a shift or other period of service by initially reporting to the police station and has then traveled from and returned to the police station, prior to completion of such service. (In such event, only the latter type of travel shall constitute hours worked, and home-to-police station and police station-to-home commuting travel time shall not constitute hours worked); or
- (B) The employee has, pursuant to City instruction or authorization, commenced a duty shift or other period of service by initially reporting to some duty, training or other site located in excess of 15 one-way road miles (by the most direct route) from the La Vista police station. In such case, the travel time to and from such duty, training or other site shall constitute hours worked. Meal expenses incurred with travel in excess of 15 one-way road miles shall be reimbursed to the employee.

If travel time otherwise constitutes hours worked under this **Section 4**, it shall be considered hours worked hereunder only to the extent of the time reasonably necessary to accomplish the travel in a safe manner.

Section 5. The City may require an off-duty employee to report for work at any time.

Section 6. In the following off-duty call out situations, hours worked shall be computed as follows:

- a. For purposes of determining hours worked for pay purposes (including overtime), an employee shall be credited with having worked a minimum of ~~two-three~~ hours when engaged in the activities described in the following provisions of this Agreement:

Article 6, Section 2	(Off-duty Interviews);
Article 11, Section 3 (D)	(Off-duty Call-outs);
Article 11, Section 3 (G)	(Off-duty Court Time); or
Article 11, Section 3 (H)	(Off-duty Conferences).

If the time actually expended in such activities (including any compensable travel time) shall exceed ~~two-three~~ hours, the employee shall be credited for pay purposes (including overtime) as having worked the actual time so expended, provided that, in the case of off-duty call-outs the pay for said call-out shall be the greater of:

- (1) ~~Two-Three (32)~~ hours of straight time pay; or
- (2) One and one-half (1- $\frac{1}{2}$) times the actual number of off-duty call out hours worked, provided there shall be no pyramiding of hours for purposes of computing overtime.

Section 7. In lieu of receiving monetary compensation for overtime hours worked as provided in this Article, any employee who has completed one full year of continuous employment in the Department may individually choose to accumulate Compensatory Time Leave In Lieu of Overtime Pay ("Comp Time Leave"), under the conditions and subject to the restrictions of this Section 7.

- (A) If chosen by the employee, Comp Time Leave will be allowed at the rate of one and one-half times the number of hours of overtime hours worked. To choose Comp Time Leave, the employee must clearly indicate on his/her time card that the overtime hours worked are to be compensated in Comp Time Leave. If there is no such clear indication on the employee's time card, the overtime hours worked will be compensated in pay at the overtime rate.
- (B) An employee will be allowed to use accrued and unused Comp Time Leave time off within a reasonable time after the employee requests to use such time off if the requested use of the time off does not unduly disrupt the operations of the City or the Department. This will be interpreted by the City, the LVFOP and the employees to mean: (1) Comp Time Leave may be taken only with the approval of the Department Head and only if the requested use of the time off does not unduly disrupt the operations of the City or the Department. (2) Comp Time Leave shall not be taken in increments of less than two hours. (3) Use of Comp Time Leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.
- (C) Comp Time Leave may not be accrued beyond a total of sixty (60) Comp Time Leave hours (i.e., the Comp Time Leave which would be awarded for 40 overtime hours worked). As long as an employee has sixty (60) hours of Comp Time Leave accrued and unused, overtime hours worked by the employee will be compensated in overtime pay.
- (D) An employee may request to be paid for accrued Comp Time Leave at any time, and payment will be made by the City on the next regular pay day that is at least seven calendar days after the request is made. Whenever the City pays an employee for Comp Time Leave, payment will be at the employee's then current regular hourly rate of pay; provided, however, that when an employee's employment terminates, payment for accrued Comp Time Leave shall be made at the employee's final regular hourly rate of pay or the average regular hourly rate received by the employee during the last three years of employment, whichever rate is higher.

- (E) Whenever an employee uses any accrued Comp Time Leave, the use shall be reported by the employee on a *requested time off slip* in the category designated *Other With Pay* and “comp time leave” is to be noted by the employee under *Description*.
- (F) At the end of each fiscal year, any Comp Time Leave accrued but not used will be paid for by the City to the employee and the employee’s accrued Comp Time Leave balance will be reduced to zero.
- (G) The Department Head may, by not later than the 5th day of any calendar month, request an employee to schedule with the scheduling officer the employee’s use of a designated number of hours of accrued Comp Time Leave within a calendar month which begins after the date of the request (EXAMPLE: By January 5, the Department Head may request the employee to schedule use by the employee of X hours of accrued Comp Time Leave during the following month of February or during the following month of March, or so forth.) If the employee has not, within the two week period following the date of the request, arranged for the scheduling of the requested use of the Comp Time Leave, the Department Head may schedule the employee to use the Comp Time Leave as requested.

Section 8. Newly hired employees will be paid while attending the Nebraska Law Enforcement Training Center to obtain the certification required by Section 81-1414 of the Nebraska Revised Statutes. During such attendance, the City will pay the employee at one and one-half times the employee’s contractual rate for hours worked in excess of eighty (80) during the City’s work period of fourteen (14) consecutive calendar days. Only the time required to be spent in class or actual training sessions, shall be counted as hours worked for this purpose, and all other time while attending the Training Center shall not be considered hours worked.

Article 12 — Leave Provisions

Section 1. Sick Leave. Paid sick leave shall be earned by each full-time employee at the rate of ten (10) hours for each full month of service, with a maximum accumulation of 880.

- (A) Sick leave must be earned before it can be taken and advancing sick leave is prohibited. Subject to Section 3 of this Article, employees may utilize accumulated sick leave when unable to perform their work duties by reason of personal illness or bodily injury not otherwise compensated by the City or its insurers, or under circumstances in which the Chief of Police and/or City Administrator determines the health of other employees or the public would or may be endangered by attendance of the employee for duty. Accumulated sick leave may also be utilized to keep medical or dental appointments. It may also be utilized for a maximum of forty-sixty (4060) hours in each calendar year for illness in the immediate family of the employee; provided, for the purposes of this Section and Section 2, the definition of immediate family shall be limited to an employee's spouse, child, stepchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or legal dependent. In the event that the Personnel Manual establishes a broader definition of immediate family that applies in connection with sick leave benefits provided to non-police employees of the City under the Personnel Manual, that definition shall be applicable to this Section.
- (B) An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount.
- (C) A regular full-time employee's unused sick leave shall be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two-three years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee files with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 2. Funeral Leave. Each regular full-time employee who has satisfactorily completed his/her probationary period shall be eligible for paid leave for such time as may be necessary to attend the funeral of a member of the immediate family of the employee, not to exceed forty (40) hours. Funeral leave shall not be granted for any other purpose, and shall not be accrued. Eligibility begins the day immediately following completion of the employee's probationary period.

Section 3. Disability Leave With Pay. If an employee incurs temporary total disability or permanent total disability due to an accident or other cause occurring while in the line of duty, the provisions of the Nebraska statutes — as from time to time amended — shall apply. As of the date of this Amended Agreement, the pertinent Nebraska statutes include Section 16-1011 and Section 16-1012.

Section 4. Military Leave. The City will compensate employees absent from work to perform military service as provided in and limited by the Personnel Manual, Nebraska and Federal law. In any case in which the Personnel Manual, Nebraska law or Federal law requires the City to pay an employee respecting an absence due to military service, the calculation will be based upon the actual

number of hours of City work and City pay actually missed by the employee on the actual days the employee was absent due to military service. The foregoing shall apply whether the employee's absence is for a "military leave of absence" requiring the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, or whether the employee's absence is for "state of emergency leave of absence" requiring the City to pay only the difference between the military pay actually earned and the City pay the employee would have earned had the employee not been absent. Cross reference: Neb.Rev.Stat. § 55-160. Military leave pay and state of emergency leave pay shall be in addition to any regular annual leave.

Example One: An employee misses 8 hours of City work and pay on a day the employee is called out on emergency National Guard blizzard duty. The City will pay the employee the difference between 8 hours of City pay and the military pay received for that day. Example Two: An employee misses 12 hours of City work and pay on a day that falls during the employee's two-week Army Reserve summer camp. The City will pay the employee 12 hours of City pay for that day.

Grandfather Provision: Any employee who, on October 1, 2007, was employed by the City within the bargaining unit and who was a member of a military reserve component of the United States (i.e., National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve), and who takes a "military leave of absence" for which the current Nebraska statute [Neb.Rev.Stat. § 55-160 (Reissue 2004)] would require the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, shall instead be paid full pay for not to exceed fifteen (15) workdays in any one calendar year as was the case under the former Nebraska statute [Neb.Rev.Stat. § 55-160 (Reissue 1998)].

Article 13 — Holidays, Personal Leave and Birthdays

Section 1. Holidays and when they are observed are as follows:

HOLIDAY	WHEN OBSERVED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after the 4 th Thursday in November
Christmas Day	December 25

All regular full-time employees who have completed one full year of continuous employment in the Department shall be eligible for one (1) day (8 hours) of paid personal leave per year. Personal leave shall not be accrued. Personal leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins the day immediately following completion of one full year of continuous employment in the Department.

All regular full-time employees with continuous employment of one (1) year or more shall be granted one (1) day (8 hours) paid leave for observance of their birthday as arranged at the mutual convenience of the respective employee and the Department. Birthday leave shall not be accrued. Birthday leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins on the one (1) year anniversary of the appointment date for employees with continuous service. Eligibility for employees with non-continuous service of one (1) year begins when the total service time exceeds one (1) year.

Section 2. All regular full-time employees, except those who must work, shall receive holidays with pay for legal holidays observed by the City.

Section 3. All regular full-time employees who are required to work on the ten (10) fixed holidays observed by the City shall, in addition to the base pay for the hours actually worked on the holiday, be compensated at one and one half (1-1/2) times the base rate of pay for each hour actually worked on the holiday. If an observed holiday falls on an employee's regular day off so that the employee does not work on such day, said employee shall be entitled, in addition to his normal base pay, to eight (8) hours holiday pay.

Section 4. The City Administrator may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such requests.

Section 5. No employee will be paid for a holiday unless he/she has been receiving a form of compensation either in approved paid leave or in pay status on the scheduled working day immediately preceding and on the scheduled working day immediately following the holiday, unless the employee is granted special approval for pay for the holiday by the City Administrator.

Article 14 — Vacations

Section 1. The City agrees to have the Police Chief determine and post the policy regarding scheduling of vacations for bargaining unit employees. No changes may be made in such policy until the prior policy has been in effect for at least one (1) year.

Section 2. Vacation leave shall be taken with the approval of the Chief of Police.

Section 3. Vacation shall only be taken during such time that is not disrupting to the work schedule of the Department.

Section 4. After one full year of continuous employment in the Department, each eligible employee shall be entitled to use vacation leave earned as it is earned.

Section 5. Subject to Section 6 of this Article:

- (1) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's first one (1) year of continuous employment, which vacation may be taken after completion of the employee's first one (1) year of continuous employment. No paid vacation shall be deemed to have been earned nor may any paid vacation be taken until the employee actually completes one full year of continuous employment.
- (2) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's second year of continuous employment. This paid vacation is earned on a bi-weekly basis and may be taken as it is earned. (For example, the employee, who is entitled to earn 80 hours of paid vacation during the second year of continuous employment, earns 1/26th of 80 hours for each bi-weekly pay period completed during the second year of continuous employment.)
- (3) During each year of continuous employment after the second year of continuous employment, a full-time employee shall earn ten (10) days (80 hours) of paid vacation plus one (1) additional paid vacation day (8 hours) for each additional year of continuous employment; provided, the total amount of paid vacation earned in any one year shall not exceed twenty-three (23) days (184 hours). This paid vacation is also earned on a bi-weekly basis and may be taken as it is earned.

Vacation leave shall be used in increments of one (1) hour. Use of vacation in advance of earning it is prohibited.

Section 6. Vacation Cap. The maximum amount of paid vacation an employee may have earned but not taken at any point in time (the "Vacation Cap Amount") is as follows:

<u>Years of Continuous Full-Time Employment</u>	<u>Vacation Cap Amount</u>
0-5 Full Years	184 hours
After 5 Full Years	200 Hours
After 10 Full Years	220 Hours

When an employee's earned but unused vacation reaches the applicable Vacation Cap Amount, the employee shall earn no further paid vacation time until the employee uses some of the employee's earned but unused vacation, at which time the employee will again begin to earn paid vacation and will continue to do so until the employee's earned but unused vacation again reaches the applicable Vacation Cap Amount.

Section 7. An observed holiday, as designated in Article 13, that falls during an employee's vacation shall not be charged as vacation time.

Section 8. An employee who leaves the employment of the City shall be compensated for paid vacation leave earned but unused, to the extent of the applicable Vacation Cap Amount specified in Section 6.

Article 15 — Wages

Section 1. During the term of this Agreement and any extensions hereof, law enforcement employees will be compensated in accordance with the hourly wage rates set forth in Appendix "B", hereto (plus any longevity amount added thereto), together with any other amounts due to the employee under this Agreement.

Section 2. Investigator, Crime Prevention Officer, School Resource Officer and K-9 Officer. Police Officers assigned as Investigators, Crime Prevention Officer, School Resource Officer and K-9 Officer on a permanent basis will receive an additional \$1.50 per hour for the duration of the assignment. This does not include short term assignments of ninety (90) calendar days or less.

Article 16 — Longevity Pay

Section 1. Full-time employees covered by this Agreement shall be entitled to a longevity allowance, as follows:

LENGTH OF SERVICE	LONGEVITY ALLOWANCE PER HOUR
Over 7 years	2.00%
Over 10 years	2.75%
Over 15 years	4.00%
Over 20 years	4.50%

Article 17 — Health, Dental and Life Insurance

Section 1. Regular full-time employees of the City of La Vista, and their families, shall be entitled to be enrolled in the group life, health and dental insurance programs maintained by the City.

The City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single.

The City shall pay one hundred (100) percent of the premium for the twenty thousand dollar (\$20,000) life insurance policy provided each employee.

A general description of City's existing insurance benefit package is set forth in Appendix C.

Those employees electing not to participate in these coverages will receive no other form of compensation in lieu of this benefit, provided that prior to an employee being able to discontinue his/her health insurance benefit, said employee must provide the City with certificate or other evidence satisfactory to City that said employee, spouse and dependents (if applicable) have health insurance coverage from another source. If an employee is not able to provide said certification, the employee shall be required to maintain health insurance coverage through the City's Plan.

Section 2. The City shall be sole determiner of coverage under its life, health and dental insurance plans, but the City agrees to meet and confer with union representatives prior to City's agreement with the insurer for reduction of coverage or benefits.

Section 3. Any employee covered by this collective bargaining agreement that suffers an "in the line of duty" death, shall have their actual and reasonable funeral expenses paid by the City up to \$22,500.

Section 4. Agreement to Meet and Confer. During the 2009-2012 term of this Agreement, the City and the LVFOP shall meet and confer not less than twice per fiscal year to discuss the post-employment health benefit proposal that the LVFOP presented verbally to the City on July 21, 2009, and other alternative methods of addressing the funding of health care benefits for bargaining unit employees who retire in the future. This provision shall only require the parties to confer in good faith with regard to such subject, and it shall not be interpreted to compel either party to agree to a proposal or make any concession. The parties shall confer each October during the 2009-2012 term of this Agreement and establish the meeting schedule for the coming fiscal year.

~~During the period October 1, 2007 to September 30, 2009, the City and the LVFOP agree to meet and confer, not less frequently than quarterly, regarding potential and possible mechanisms, plans and alternatives that may be available to address their mutual concerns regarding the funding of post-employment medical benefits for employees. Nothing in this Section, however, shall obligate either party to engage in collective bargaining during such period regarding such subject or any other subject.~~

Article 18 — Duty Shifts

Section 1. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and other break times, as the City may deem appropriate or necessary; provided, the LVFOP shall be given the opportunity to meet and confer on changes to the general structure of duty shifts, and the City shall provide seventy-two (72) hours notice prior to an individual officer's permanent reassignment from one duty shift to another. For temporary reassignment of shifts, the City shall provide a minimum of eight (8) hours notice. The City shall post within the Police Department the adopted shift lengths, beginning and ending times, and meal and other break times.

Section 2. Specialty Assignments. This Section applies to specialty assignments for which specialty pay is granted under this collective bargaining agreement. Any change in personnel holding a specialty assignment after the signing of this Amended Agreement (for 2007-2009) and any vacancy filled in a new specialty assignment after the signing of this Amended Agreement (for 2007-2009) will be accomplished through use of the following procedure:

- (A) To be eligible for such an assignment, a police officer must have a minimum of two years solo patrol service with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police (such as but not limited to SWAT). In addition, the officer must have achieved a rating of at least "Standard" on his/her last annual evaluation.
- (B) Whenever a specialty position opening or assignment is available or anticipated, it will be announced agency-wide. The position will be posted on the bulletin board at the direction of the Chief of Police and will remain posted for a minimum of ten (10) calendar days. The posting shall summarize or make reference to the principal required and desired qualifications for the position, including essential knowledge, skills and abilities, practical experience, specialized skills, formal education, law enforcement-related training and education, and the date by which applications for the position must be submitted.
- (C) An employee who is interested in the position and who meets the posted qualifications and criteria may apply for the position by submitting a memorandum to the Chief of Police, via the chain of command, describing his/her interest in the position and qualifications for the position. The Chief of Police will make the final selection and appointment or assignment based upon his or her determination of the needs and best interests of the Department.
- (D) The Chief of Police may utilize alternative selection processes for positions, such as SWAT, due to multi-agency involvements.

At his or her discretion, the Chief of Police may transfer or remove officers from specialty positions for poor performance or personal conflicts, or at the request of the officer, or on the recommendation of the Division Commander.

Article 19 — Educational Assistance Program

The City Educational Assistance Program is provided as an incentive for employees to further their educations and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the City's determination, provide benefit to the City by furthering the employee's skills and/or knowledge in his/her present job or a future position within the same City Department. Participation in the program does not guarantee the employee a promotion and/or pay increase.

Section 1. Eligibility: Any non-probationary, full-time employee of the Police Department is eligible to participate in the program.

Section 2. Conditions of Payment: The Educational Assistance Program provides for reimbursement of tuition, registration and laboratory fees only for courses in the Criminal Justice/Law Enforcement and/or related fields that have been approved by the Police Chief and City Administrator prior to enrollment in the class and that have been successfully completed by the employee with a grade of "C" or better. The City reserves the right to require attendance at an alternate accredited institution or to reduce the amount of reimbursement to the amount that would be paid at an alternate accredited institution.

Such course must be taken through a university, college, junior college or technical/community college that has been accredited through a nationally recognized accrediting agency or association. All employees must take such course(s) through a university, college, junior college or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Employees must notify the Police Chief in writing prior to June 1st annually if they intend to take classes during the upcoming fiscal year. This notice is in addition to all other requirements of the Personnel Manual for participation in the Educational Assistance Program.

Courses in hobbies, crafts, recreation, physical development or other unrelated skills are not eligible for the Educational Assistance Program.

The maximum aggregate educational expense for all personnel of the City employed within its Police Department shall in no event exceed \$10,000 per fiscal year. In any fiscal year in which the aggregate qualified and approved requests of employees of the Police Department exceeds such \$10,000 maximum, an allocation of such maximum shall be established by the City Administrator based upon the ratio of such requests as between employees of the Police Department covered by this Agreement and those not covered hereby. The maximum reimbursement available to a single employee through the Educational Assistance Program shall be \$1,500 per fiscal year, and if the amount of funds available in the pool or allocated pool is insufficient to honor the requests of all requesting employees (up to such \$1,500 maximum limitation), the City Administrator shall prorate the available funds and reimburse employees in such amounts as the City Administrator determines to be fair and equitable. Any portion of any educational expense that, because of any funding limitation recited in this paragraph, is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee – which shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved – shall not qualify for reimbursement by the City in any subsequent fiscal year; *provided, however*, the limitation stated in

this sentence shall only apply with regard to educational expenses related to courses and classes in which the employee enrolls after August 7, 2003.

For as long as they remain members of the bargaining unit, Police Officers Mike Czarnick, Bryan Waugh, Ray Harrod, James Davis and Sgt. Jeremy Kinsey shall be eligible for the educational assistance program as established in Article XIX, sections 1 and 2, of the predecessor agreement between the parties covering the 2000-01, 2001-02, 2002-03 fiscal years for approved coursework completed by them no later than October 1, 2005.

Section 3. The City shall pay an advanced educational incentive to all employees who have completed five (5) years of service with the Police Department as follows:

- \$0.18 per hour if the employee has obtained an Associate Degree from an accredited college as defined below; or
- \$0.29 per hour if the employee has obtained a Bachelors Degree from an accredited college or university as defined below; or
- \$0.35 per hour if the employee has obtained a Masters Degree in Criminal Justice or a related field as approved by the Chief of Police from an accredited college or university as defined below.

Employees who have acquired an advanced educational degree without the assistance of the Educational Assistance Program as defined in this Article 19 will be eligible to receive the advanced educational incentive after completing three (3) years of service with the Police Department.

In order to receive an advanced educational incentive, employees hired on or after October 1, 1997, must have obtained an Associate's Degree, a Bachelor's Degree, or a Master's degree from a school that has been accredited by an accrediting agency recognized by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Article 20 — Personnel Manual and Current Compensation Ordinance

Section 1. Except as stated in Sections 2 and 3 of Article 2 hereof, whenever there is a conflict in the specific and express terms of this Amended Agreement with the Current City Compensation Ordinance and/or the City's Personnel Manual, then:

- (A) The Current City Compensation Ordinance shall control over any inconsistent terms in the Personnel Manual.
- (B) The specific provisions of this Agreement shall control over any inconsistent terms in the Current City Compensation Ordinance or Personnel Manual.

No employee shall suffer any loss of wages, hours or working conditions by reason of the execution of this Amended Agreement, except as specifically set forth herein.

Article 21 — Field Officer Training Pay

Section 1. Police Officers assigned to train recruit officers in the Department's Field Training Program shall receive, in addition to their regular pay, one (1) hour of "FTO paid leave time" for each ten (10) hours of Field Training Officer duty.

"FTO paid leave" shall be awarded by the City Administrator at the conclusion of each FTO program via certificate. In taking FTO paid leave, officers shall attach the certificate to their time off slip. FTO paid leave shall not be accrued, and FTO paid leave not used within twelve months of its award shall be forfeited.

Police Officers assigned to Field Training Officer duty must be certified in field training by the Department Head and must be assigned to the recruit at some point during Field Training to be eligible for the "FTO paid leave".

Article 22 — Out of Class Pay

Section 1. A police officer assigned by the Chief of Police or his designee to work as the senior lead officer in the absence of any sergeant by an appropriate supervisor and who actually performs such senior lead officer duties for a period of more than forty (40) consecutive hours shall be compensated at the sSergeant's rate of pay in step D for such consecutive hours worked. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends. It is not the intent of the City to circumvent or avoid the normal promotion process and the City will not use such temporary assignments for this purpose.

Article 23 — Safety Committee

Section 1. In accordance with Sections 48-443 through 48-445 of Nebraska Revised Statutes, the City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of non-management police personnel shall be solicited from the LVFOP.

Article 24 — Drug Testing Policy

Section 1. Employees shall be covered by and subject to City's Drug Testing Policy as adopted by City Council Resolution No. 94-019 adopted April 5, 1994, and amended by City Council Resolution No. 96-077, adopted September 17, 1996, the specific terms of which are set forth in Section 14 of the Personnel Rules and Regulations of the City of La Vista. Prior to implementation of any amendments to such policy that have particular application to Employees represented by the LVFOP, City shall advise the LVFOP of such amendment and shall, upon request by the LVFOP, meet and confer with the LVFOP as regards such amendment and its implementation as to Employees represented by the LVFOP.

Article 25 — Savings Clause

Section 1. If any provision of this Agreement shall be declared by proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement not affected by such declaration shall remain in full force and effect for the duration of this Agreement.

Article 26 — Transition Provisions and Duration of Agreement

Section 1. The provisions of this Amended Agreement shall take effect on October 1, 20097, and shall remain in full force and effect until September 30, 201209.

Section 2. This Agreement shall not be of any legal force or effect until signed by the Mayor of the City of La Vista and a representative of the LVFOP. Both the City and LVFOP have negotiated this Agreement and made concessions in good faith in the course of such negotiations, in material reliance upon the agreements reached in this Agreement.

Section 3. This Agreement shall automatically renew from year to year unless either party shall notify the other party in writing, not later than the first day of the month of May immediately preceding the beginning of the City's fiscal year with respect to which any modification of this Agreement is desired, that such party desires to modify this Agreement or any portion thereof. The City shall have no obligation to negotiate any successor agreement hereto unless the LVFOP certifies to the City in writing, as part of the above notification and no later than May 1 in the year the contract expires, that the majority of the bargaining unit members continue to desire to be represented by the LVFOP for collective bargaining purposes. In the event the LVFOP so certifies, it shall maintain such records as will enable it to document such desire by a majority of the bargaining unit members.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 20097.

WITNESS

City of La Vista, Nebraska, a municipal corporation

By _____

Douglas Kindig, Mayor

WITNESS

La Vista Fraternal Order of Police, Lodge No. 28

By _____

President

APPENDIX A — Authorization for Payroll Deduction

BY: _____
(Please print last name, first name, and middle initial)

Classification: Social Security No.

TO THE CITY OF LA VISTA, NEBRASKA:

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of my current monthly dues to La Vista Fraternal Order of Police Lodge No. 28, as certified by such Association. The amount deducted shall be paid to whomever the La Vista Fraternal Order of Police Lodge No. 28 shall have designated to the City. This authorization shall remain effective unless terminated by me by written notice to the City, which notice I understand must be given by me at least two (2) weeks prior to the payroll date upon which it is to take effect. I further understand and agree that the City may make such withholdings and remit them to the Association on a monthly or bi-weekly basis, at the City's option.

Signature

Address

City	State	Zip
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Date: _____

APPENDIX B

20097-20108: The following hourly rates of pay shall apply during the period October 1, 20097 through September 30, 20108:

Title	A	B	C	D	E	F
Police Officer	\$18.09 <u>19.61</u>	\$19.29 <u>20.92</u>	\$21.21 <u>22.99</u>	\$22.45 <u>24.34</u>	\$24.50 <u>26.56</u>	\$25.78 <u>27.94</u>
Sergeant				\$27.07 <u>29.90</u>	\$28.19 <u>31.14</u>	\$29.99 <u>33.12</u>

20108-201109: The following hourly rates of pay shall apply during the period October 1, 201008 through September 30, 201109:

Title	A	B	C	D	E	F
Police Officer	\$19.04 <u>20.20</u>	\$20.31 <u>21.55</u>	\$22.32 <u>23.68</u>	\$23.63 <u>25.07</u>	\$25.79 <u>27.36</u>	\$27.13 <u>28.78</u>
Sergeant				\$29.03 <u>30.80</u>	\$30.23 <u>32.07</u>	\$32.16 <u>34.11</u>

2011-2012: The following hourly rates of pay shall apply during the period October 1, 2011 through September 30, 2012:

<u>Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Police Officer	\$21.00	\$22.41	\$24.63	\$26.07	\$28.45	\$29.93
Sergeant				\$32.03	\$33.35	\$35.47

APPENDIX C

General description of City's existing insurance benefit package:

Comprehensive Major Medical

Deductible (calendar year)	PPO	Non-PPO
Per person	\$500	<u>\$500</u> <u>1000</u>
Per family	\$1000	<u>\$1000</u> <u>2000</u>

Dependent Definition Birth to age 19; up to age 25 if a full-time student

Physician Charges

Office Visits	\$ <u>20</u> <u>15</u> copay	Deductible then 30%
X-Ray and laboratory	\$ <u>20</u> <u>15</u> copay	Deductible then 30%
Routine Exams	\$0 copay	Deductible then 30%
Medical & Surgical Services	Deductible then 10% of eligible charges	Deductible then 30%

Emergency Care

Hospital Emergency Rm	\$ <u>100</u> <u>-125</u> copay	\$ <u>100</u> <u>-125</u> copay
Urgent Care Center	\$ <u>35</u> <u>-40</u> copay	deductible then 30%
Ambulance	Deductible then 10%	Deductible then 30%
Prior Authorization	Mandatory	Mandatory
	If not obtained	If not obtained
Lifetime Maximum	Benefits reduced by 25%	Benefits reduced by 25%
	\$5,000,000	\$5,000,000

Comprehensive Dental

	Deductible	Co-Insurance (per calendar year)	Deductible	Co-Insurance (per calendar year)
Preventative	\$0	100%	\$0	100%
Basic	\$25	90%	\$25	80%
Major	\$25	60%	\$25	50%
Orthodontia	\$0	60%	\$0	50%
Family Limit	<u>3 per family</u>	<u>\$75</u>		
Maximum Benefits (per person/calendar year)				
Preventative, Basic & Major (per person/calendar year)		\$1000		
Orthodontia (lifetime)		\$1000		

Life Insurance

Regular Full Time Employees receive a \$20,000 life insurance benefit with an additional \$20,000 accidental death and dismemberment benefit.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO ORDINANCE NO. 1092 — MASTER FEE ORDINANCE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An ordinance has been prepared to amend Ordinance No. 1092, an ordinance that establishes the amount of certain fees and taxes charged by the City of La Vista, regarding fees charged for the Rental Inspection Program, and Watershed fees.

FISCAL IMPACT

The Rental Inspection Program fees replace occupation taxes for rental property which were deleted. The Watershed fees are collected by the City but remitted to the NRD annually for construction of regional detention structures and water quality basins.

RECOMMENDATION

Approval.

BACKGROUND

Attached is a proposed amendment to Ordinance No. 1092 which establishes the fees and taxes charged by the City of La Vista, generally called the Master Fee Ordinance. The proposed amendment has been suggested following the passage of the Rental Inspection Program (Ordinance No. 1095) and the approval of the agreement to collect Watershed fees within the Papillion Creek Watershed (Resolution 09-102). Additional revisions were made to correct the application fees for Conditional Use Permits, and to correct an insurance requirement for construction contractors.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 10921097, 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) (Additional Fee @1/2 for review of revised plans)	\$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

Rental Inspection Program

License Fees:

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

Inspection Fees:

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

Re-inspection Fee	\$50
Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 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
Tower Development Permit	\$1000

Master Fee Schedule 09/10 Fiscal Year

Tarp Permit(valid for 6 months)	\$ 28
Bird Permit	\$ 28
Solar Panel Permit	\$ 28
Satellite Dish Permit	\$ 28
Wading/Swimming Pools at residence	\$ 28
Dedicated Electrical circuit for pumps	\$ 28
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)
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
 \$500,000 bodily injury insurance
 Certificate per each occurrence
 Also a \$5,000 Bond is required,
 naming the City as the recipient.

Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 28.00
Sidewalks	\$ 28.00
Driveway Replacement	\$ 28.00
Driveway Approach w/o curb cut or grinding	\$ 28.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut 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)

Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit \$250

Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit \$ 28.00/Yearly

Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit \$250

GRADING PERMIT FEES

10 acres or less	\$ 500
More than 10 acres	\$1,000

ZONING FEES

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

Master Fee Schedule 09/10 Fiscal Year

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
<u>Watershed Fees – the following fees apply to only new developments or significant redevelopments as specified in a subdivision agreement:</u>	
Single Family Residential Development (up to 4-plex)	\$750 per dwelling unit
High-Density Multi-Family Residential Development	\$3,300 per gross acre*
Commercial/Industrial Development	\$4,000 per gross acre*

*Computed to the nearest .01 acre.

OCCUPATION TAXES

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, \$300 500 ,000 bodily injury insurance certificate
Convenience stores	\$ 75
Convenience store with car wash machines)	\$120 (Includes all vacuum & supply vending
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)

Master Fee Schedule 09/10 Fiscal Year

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.

Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service Provider Fee of &75.00 for business outside the City that provides machines for local businesses
Nurseries, greenhouses, landscaping businesses, and tree trimmers	
Nursery homes, assisted living, hospitals and retirement homes	\$ 75 \$ 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

Master Fee Schedule 09/10 Fiscal Year

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

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
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
Video Tapes or CD/DVD	\$10.00 per tape/CD

Master Fee Schedule 09/10 Fiscal Year

*Copy costs shall be established by the Finance Director

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

Future Land Use Map	\$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15 \$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15 \$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD
Criminal history	\$ 10

FALSE AND NUISANCE ALARMS

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

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

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

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

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

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

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 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

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
Community Center	

	<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

Ind. Weight Training Classes	\$ 25
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Master Fee Schedule 09/10 Fiscal Year

Variety of programs as determined by the
Recreation Director

Fees determined by cost of program

Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

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

	<u>Resident</u>	<u>Non-Resident</u>
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

	<u>Resident</u>	<u>Non-Resident</u>
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
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		
Basketball	\$ 40	\$ 40
Tackle Football	\$180	\$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

Master Fee Schedule 09/10 Fiscal Year

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 (16over)	\$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
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 - \$5.57 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 - \$ 5.57 per month plus an amount equal to \$ 5.01 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 - \$ 5.97 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$15.97 per month.
 - d. The flow charge for all sewer service users shall be \$ 1.6256 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	\$1,100
Duplex	\$1,200
Multiple Family	\$ 858/unit
Commercial/Industrial	\$5,973/acre of land as platted

The fee for commercial (including industrial) shall be computed on the basis of \$5,500 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 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Master Fee Schedule 09/10 Fiscal Year

Pamela A. Buethe, CMC
City Clerk

K:\APPS\CITYHALL\ORDINANCES\1097 Master Fee 2010

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

Subject:	Type:	Submitted By:
AMENDMENTS TO INTERLOCAL COOPERATION AGREEMENTS — PORTAL RIDGE	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to authorize the execution of: (1) an Amendment to the Interlocal Cooperation Agreement for the 107th Street Improvements, and (2) an Amendment to the Interlocal Cooperation Agreement for Cornhusker Road (now known as Portal Road); satisfactory in form to the City Administrator and City Attorney, for the Portal Ridge subdivision, generally located southwest of 107th & Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Amendment to Interlocal Cooperation Agreement for the 107th Street Improvements:

In the executed Interlocal Cooperation Agreement for the 107th Street Improvements there is an exhibit that shows the estimated project cost as \$361,775 and that SID # 276 (Portal Ridge) was to participate one-third (33.33%) in that cost, or \$120,592. The footnote on that exhibit and in the text of the agreement states a limit for SID # 276 of \$83,970 which is not consistent with one-third participation. The City Engineer reviewed the project files and did not find any documents providing an explanation for the cap amount being less than one-third. It has been concluded that there was a previous estimate for a smaller total project cost before various reviews that required revisions and the footnote did not get updated. Therefore, this amendment to the 107th Street Interlocal Agreement was prepared by Robert Doyle on behalf of SID # 276 authorizing an increase of \$36,622 to raise the participation of SID # 276 to a maximum of \$120,592, and that this cost be permitted as a general obligation expense.

Amendment to Interlocal Cooperation Agreement for Cornhusker Road:

The final construction plans for the widening of Portal Road (formerly Cornhusker Road) were required to extend approximately 550 feet further east than was illustrated in the exhibit to the agreement. This need became apparent when more detailed plans were prepared. The extension of the widening was necessary to properly accommodate left-turning traffic into the La Vista Public Works Facility drive which is also the location of a future entrance into the Portal Plaza South development. The allocation of costs for this extension

of the project was based on projected traffic volumes using these driveway entrances. This extension was not previously incorporated into the Interlocal Agreement. Therefore, Robert Doyle on behalf of SID # 276 prepared an amendment to the Portal Road Interlocal Agreement to increase participation in the amount of \$14,814 for this adjustment and permitting this cost as a general obligation expense.

K:\APPS\City Hall\CNCLRPT\09file\09 CD Portal Ridge Amend Interlocal Agrmts.doc

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,
NEBRASKA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR 107TH
STREET IMPROVEMENTS DATED JULY 5, 2006.**

WHEREAS, the City of La Vista, City of Papillion, Sanitary and Improvement District (SID) No. 276 (Portal Ridge), and Sanitary and Improvement District (SID) No. 266 (Portal Plaza) entered into an Interlocal Cooperation Agreement for improvements to 107th Street; and

WHEREAS, an amendment to the Interlocal Agreement has been prepared to increase the participation of SID No. 276 from \$83,970.00 to \$120,592.00 and permitting this cost as a general obligation expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Interlocal Agreement dated July 5, 2006 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 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 AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR CORNHUSKER ROAD IMPROVEMENTS DATED JULY 12, 2006.

WHEREAS, the City of La Vista, City of Papillion, Sanitary and Improvement District (SID) No. 276 (Portal Ridge), and Sanitary and Improvement District No. 266 (Portal Plaza) entered into an Interlocal Cooperation Agreement for improvements to Cornhusker Road; and

WHEREAS, an amendment to the Interlocal Agreement has been prepared to approve an extension to the project and to increase the participation of SID No. 276 in the amount of \$14,814.00 and permitting this cost as a general obligation expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Interlocal Agreement dated July 12, 2006 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

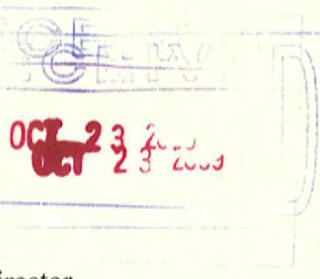
Pamela A. Buethe, CMC
City Clerk



TD² THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

Oct. 23, 2009



Ms. Ann Birch
Community Development Director
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

Robert E. Dreessen, P.E.
Ka "Kip" P. Squire III, P.E., S.E.
Douglas S. Dreessen, P.E.
Chris E. Dorner, L.S.
Nelson J. Hymans, P.E.
James D. Warner, L.S.
Charles E. Riggs, P.E.
John M. Kottmann, P.E.
Arthur D. Beccard, P.E.
Dean A. Jaeger, P.E.
Richard M. Broyles, L.S.

David H. Neef, L.S.
Ronald M. Koenig, L.S.
Michael J. Smith, L.S.
Troy J. Nissen, P.E., S.E.
Douglas E. Kellner, P.E.
Gary A. Norton, P.E.
Brian L. Lodes, P.E. LEED AP
Kurtis L. Rohn, P.E.
Jeffrey L. Thompson, P.E.
Daren A. Konda, P.E.
Michael T. Caniglia, L.S.
Jeremy T. Steenhoek, P.E.
Joshua J. Storm, P.E.

VIA: Hand Delivery

RE: Portal Ridge Subdivision, SID 276
Amendments to Interlocal Agreements
TD² File No. 171-314.27

Ann:

I have reviewed the Amendment to Interlocal Agreement for 107th Street and the Amendment to Interlocal Agreement for Cornhusker Road (now known as Portal Road) which you gave to me for review this date. The proposed changes in these amendments are consistent with the instructions that were provided to Mark Westergard in a letter dated April 30, 2009. A copy of that letter is enclosed for reference.

I recommend that the proposed amendments be approved and executed. I am returning the agreement copies herewith.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/amw

Enclosure

cc: File



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors

April 30, 2009

Mr. Mark Westergard, P.E.
E & A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154

ROBERT E. DREESSEN, P.E.
NELSON J. HYMANS, P.E.
JAMES D. WARNER, L.S.
CHARLES R. BIGGS, P.E.
KA "KIP" P. SQUIRE III, P.E., S.E.
JOHN M. KOTTMANN, P.E.
ARTHUR D. BECCARD, P.E.
DOUGLAS S. DREESSEN, P.E.
DEAN A. JAEGER, P.E.
RICHARD M. BROYLE, L.S.
DAVID H. NEEP, L.S.
RONALD M. KOENIG, L.S.
CHRIS E. DORNER, L.S.

TIMOTHY T. PAPSTEIN, P.E.
MICHAEL J. SMITH, L.S.
TROY J. NISSEN, P.E., S.E.
DOUGLAS E. KELLNER, P.E.
GARY A. NORTON, P.E.
BRIAN L. LODES, P.E.
KURTIS L. ROHN, P.E.
JEFFREY L. THOMPSON, P.E.
DAREN A. KONDA, P.E.
MICHAEL T. CANIGLIA, L.S.
JEREMY T. STEBNHOEK, P.E.
JOSHUA J. STORM, P.E.

RE: Portal Ridge Subdivision, SID 276
Portal Road (aka Cornhusker) & 107th St. Interlocal Agreements
Review of Requested Amendments
TD² File No. 171-314.26

Mark:

I have reviewed your letter of March 30, 2009 in which you and Bob Doyle requested three adjustments be made to the funding limits for participation by SID 276 in the Portal Road and 107th Street interlocal agreements. I have discussed those requests with the City Administrator.

I have the following responses to the requested revisions:

Adjustment for Extension of Portal Road beyond the Agreement Limits:

The final construction plans for widening of Portal Road (named Cornhusker Road at the time the plans and agreement were prepared) were required to extend approximately 550 feet further east than was illustrated in the exhibit to the interlocal agreement. This need became apparent when more detailed plans were prepared. The extension of the widening was necessary to properly accommodate left-turning traffic into the La Vista Public Works Facility drive which is also the location of a future entrance into the Portal Plaza South development. The allocation of costs based on projected traffic volumes using these driveway entrances is satisfactory. Therefore, I recommend that you proceed to prepare an amendment to the Portal Road interlocal agreement in the amount of \$14,814 for this adjustment and that this cost be permitted as a general obligation expense.

Adjustment for 107th Street Interlocal Agreement Inconsistency:

In the executed interlocal agreement for 107th Street, there is an exhibit that shows the estimated project cost as \$361,775 and that SID 276 was to participate one-third (33.33%) in that cost, or 120,592. However, the footnote on that exhibit and in the text of the agreement states a limit for SID 276 of \$83,970 which is not consistent with one-third participation. I have not found any documents in my files that provide an explanation for the cap amount being less than one-third. I can only speculate that there was a previous estimate for a smaller total project cost before various reviews and revisions and the footnote did not get updated. I recommend that you proceed to prepare an amendment to the 107th Street interlocal agreement authorizing an increase of \$36,622 to increase the participation of SID 276 to a maximum of \$120,592 and that this cost be permitted as a general obligation expense.

Mr. Mark Westergard, P.E.
April 30, 2009
Page 2

Adjustment for Increased Construction Costs:

I have reviewed the request to increase the limits of participation in both interlocal agreements due to the actual bid prices being substantially more than the estimate. I do not recommend approval of an amendment for this item for the following reasons:

- The cost increases should have been brought to the attention of the City shortly after bids were received to consider adjusting the cap amounts or discussing ways in which to reduce project costs, if possible.
- I have reviewed bid tabulations from paving projects that were bid by this office in 2006 and 2007 that included 9" pavement. Those projects ranged from \$26.00 to \$30.00 per square yard. It is difficult to make direct comparisons between different projects due to varying site conditions. However, I believe the cost estimate price of \$23.00 per square yard was probably too low given the nature of the widening project.

Please proceed to prepare amendments to the interlocal agreements and submit these documents to the me for review by the City prior to these documents being signed.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



John M. Kottmann, P.E.

JMK/jlf

Enclosure

cc: File
Ms. Brenda Gunn, City Administrator

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**
(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)
Cornhusker Road

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza)
Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)
City of Papillion, Nebraska
City of La Vista, Nebraska

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

PRELIMINARY STATEMENT

WHEREAS, SID #266, SID #276, Papillion and La Vista did, on or about July 12, 2006 execute an Interlocal Cooperation Agreement (the "Agreement") for the construction of the Cornhusker Road improvements, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

WHEREAS, it is in the best interests and would be mutually advantageous to all parties to make certain amendments to the Interlocal.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. That the cost cap of \$29,967.00 in Paragraph 6. B. and in footnote (1) of Exhibit "B" of the Agreement be and hereby is amended to read \$44,781.00 and footnote (1) on Exhibit "B" is deleted.
2. All other terms and conditions contained in the original agreement attached hereto as Exhibit "A" shall remain in full force and effect.
3. This Amendment may be executed in counterparts, all of which taken together will constitute one original agreement.

{Signatures appear on following pages}

Executed by the City of Papillion, Nebraska, this 10th day of October 2009.

CITY OF PAPILLION, NEBRASKA

By: *John*

ATTEST:

APPROVED AS TO FORM:

Yekaterina M. Mironova
City Clerk

City Clerk

By: Michael N. Chabot
City Attorney

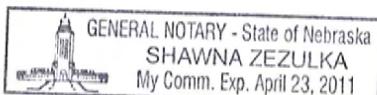
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 10th day of October, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared David P. Black, personally known by me to be the Mayor of the City of Papillion, and Elizabeth McCarthy, to me personally known to be the City Clerk of the City of Papillion, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Shawna Zegukov
Notary Public



Executed by the City of La Vista, Nebraska, this _____ day of _____ 2009.

CITY OF LA VISTA, NEBRASKA

By: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this _____ day of _____, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Notary Public

Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, this day of _____, 2009.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 266 OF SARPY COUNTY, NEBRASKA

By:


Frank Kulig, Clerk

By:

~~George Venteicher, Chairman~~

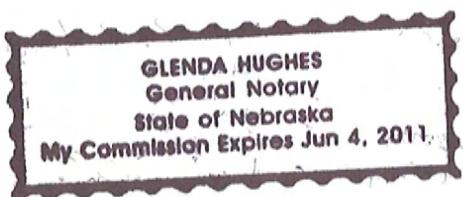
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 20th day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared George Venteicher, personally known by me to be the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and Frank Kulig, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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

Glenda Hughes
Notary Public



Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, this day of _____ 2009.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 276 OF SARPY COUNTY, NEBRASKA

By: W.W.
Clerk

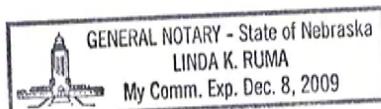
By: Chairman

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 10 day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy W. Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark A. Bayer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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

Linda K. Rimer
Notary Public



EXHIBIT

"A"

5/25/06
217081-1
6/16/06 S&W
06/21/06 City

INTERLOCAL COOPERATION AGREEMENT

(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)
Cornhusker Road Improvements

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza and Portal Plaza South)

Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)

City of Papillion, Nebraska

City of La Vista, Nebraska

THIS INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

PRELIMINARY STATEMENT

SID #266 is presently undertaking the development known as the Portal Plaza Subdivision and the Portal Plaza South Subdivision, which are located within the zoning jurisdiction of the City of Papillion, Nebraska. SID #276 is presently undertaking the development known as the Portal Ridge Subdivision, which is located within the zoning jurisdiction of the City of La Vista, Nebraska. SID #266 is situated north and south of Cornhusker Road and SID #276 is situated north of Cornhusker, which right-of-way is located within the jurisdiction of the City of La Vista, Nebraska. SID #266 is desirous of improving Cornhusker Road to include widening for addition of a third lane to accommodate left-turning movements, hereinafter called the "Improvements".

Pursuant to the Interlocal Cooperation Act, Section 14-801, et. seq., the parties hereto are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to Papillion, La Vista, SID #276, and SID #266 to install the Improvements, pursuant to this Agreement, as shown on Exhibit "A" attached hereto. Such Improvements may include, without limitation, right of way acquisition, a change of grade, widening, concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, traffic control devices and related improvements.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an

entity.

2. Plans and Design. SID #266 will contract with E & A Consulting Group, Inc., registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Improvements. The final plans and specifications shall be subject to approval by each of the parties hereto, which approval shall not be unreasonably withheld, conditioned or delayed. Construction administration, construction management, and the public bidding of the Improvements shall be the exclusive responsibility of E & A Consulting Group, Inc.

The total estimated costs of the Improvements are set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

3. Street Right-of-Way Jurisdiction. All public right-of-ways or easements, including temporary construction easements, deemed necessary for the construction and installation of the Improvements to be located within the boundaries of the District #266, District #276, the City of La Vista or the City of Papillion, shall be acquired by District #266, subject to such easements, rights, restrictions and encumbrances, if any, as the District or the City of Papillion, as the case may be, determines necessary or appropriate, prior to the start of construction. Each of the governmental entities to this agreement will cooperate with the other and execute all necessary and reasonable consents and waivers to allow either governmental entity to acquire public right-of-ways or easements, including temporary construction easements as contemplated herein which may be outside of the jurisdictional boundary of the governmental entity acquiring said right-of-ways or easements.

4. Construction. SID #266 agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Section 2, above. During the course of the construction of the Improvements, any party may at any time cause inspection of the work to insure compliance with the final plans and specifications.

5. Maintenance of Improvements. The parties hereto agree that La Vista and Papillion will each own, operate and at its cost maintain those Improvements that are situated within their respective corporate boundaries upon completion. Each City shall be named a beneficiary (indemnitee) on the construction bond coverage obtained in connection with any portion of the project for which a City has maintenance obligations hereunder. The maintenance coverage under such bond shall continue not less than two (2) years from completion and acceptance of the project. Each City shall maintain its foregoing respective jurisdictional portion of Cornhusker Road, subject to such different arrangements that may from time to time be agreed to as between Papillion and La Vista.

6. Payment of Costs. In recognition of La Vista assuming operation and maintenance costs for the improvements as provided in paragraph 5 above, the cost of the improvements, including, but not limited to, right-of-way acquisition, removals, clearing and grubbing, grading, seeding, drainage structures, paving, traffic control devices, engineering, contract administration, coordination, supervision, observation, testing, construction, construction staking, legal and interest shall be paid as follows:

Cornhusker Road:

- A. SID #266 – 85%, not to exceed \$169,813
- B. SID #276 - 15%, not to exceed \$29,967

Cornhusker Road/107th to 108th Street and including 108th Street improvements:

District #266 100%

7. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the improvements shall be completed on or before November 30, 2006; provided, however, it is the District's intention to complete the construction of Improvements on or before November 30, 2006, weather permitting. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all the Improvements contemplated by this Agreement on or before November 30, 2006.

8. Lead Agent. SID #266 shall serve as lead agent with respect to the construction of the Improvement as contemplated herein.

9. Records. SID #266 shall maintain records of all costs incurred by SID #266 in connection with the Improvements, and SID #276, Papillion and La Vista shall have the right to audit and review such records at any time to assure that such records are accurate.

10. Duration. As regards acquisition of right-of-way design and construction of the Improvements, this Agreement shall continue until such time as the Improvements to be performed by SID #266 pursuant to this Agreement shall have been designed, completed, accepted and paid for by SID #266 and SID #276, as set forth above, unless this Agreement is terminated sooner by the written agreement of the parties hereto. As regards La Vista's ongoing maintenance obligations pursuant to Paragraph 5 hereof, said obligations as between La Vista and Papillion shall continue until such time as they are made the subject of a separate agreement between the two cities or modified or terminated by mutual consent of the two cities.

11. Appointment of Administrators. The City Administrator of Papillion shall administer this contract on behalf of Papillion, the City Administrator of La Vista shall administer this contract on behalf of La Vista, and E & A Consulting Group, Inc. shall administer this contract on behalf of SID #266 and SID #276.

12. Police and Fire Protection. The jurisdictional responsibility for police and fire protection shall follow the same area of jurisdictional responsibility as that of maintenance within each city respective city limits:

City of La Vista: Police and fire protection within Cornhusker Road right-of-way between 96th Street and 107th Street and properties along the north side of said segment of Cornhusker Road, including Portal Ridge Subdivision;

13. Special Assessments/G.O. Debt Allocation. As regards the amount of debt incurred by SID #266 (Portal Plaza) and/or SID #276 (Portal Ridge) in the implementation of this Interlocal Agreement, the allocation of such debt of the respective SIDs as between the amount of such SID debt to be levied as special assessment ("specially assessed") and the amount of such debt not to be specially assessed ("general obligation") shall be determined in accordance with the subdivision agreement entered into between each SID and the City having zoning jurisdiction thereover.

14. SID #266 Sanitary Sewer Connection. It is the intent of the parties that the common jurisdictional boundaries of La Vista and Papillion be respected and that no part of the SID #266 sewer system or sewage therefrom will connect, directly or indirectly, to any portion of the La Vista sewer system, and that no part of the SID #276 sewer system or sewage therefrom will connect, directly or indirectly, to any portion of the Papillion system. SID #266 wishes to connect its sanitary sewer system to the City of Omaha's Interceptor outfall sewer for the purpose of disposing of its sanitary sewer waste pursuant to the provisions of the sanitary sewer agreement between the City of Papillion and City of Omaha.

15. Summary of Exhibits. Following are the Exhibits attached hereto and made a part hereof:

Exhibit "A": Site Plan

Exhibit "B": Estimated cost of the Improvements

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of both parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by both parties. Nebraska law shall govern the terms and performances under this Agreement.

Executed by the City of Papillion, Nebraska, this 5 day of July 2006.

ATTEST:



James J. Morris
City Clerk

CITY OF PAPILLION, NEBRASKA

By: Ed

APPROVED AS TO FORM:

By: Michael H. Chiles
City Attorney

ACKNOWLEDGMENT OF NOTARY

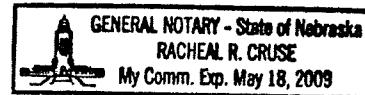
STATE OF NEBRASKA)
COUNTY OF SARPY)
)ss.)

On this 5 day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James F. Blinn, personally known by me to be the Mayor of the City of Papillion, and Jennifer Niemier to me personally known to be the City Clerk of the City of Papillion, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Pacheal P. Cruse
Notary Public

Notary Public



Executed by the City of La Vista, Nebraska, this 13th day of July, 2006.

CITY OF LA VISTA, NEBRASKA

By:

APPROVED AS TO FORM:

ATTEST:



Dale
City Clerk

By: Thomas
City Attorney

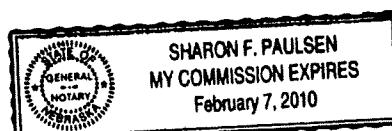
ACKNOWLEDGMENT OF NOTARY

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

On this 12th day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Sharon J. Paulsen
Notary Public



Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska,
this 20th day of July 2006.

ATTEST:

By:

Frank Kulig

Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 266 OF SARPY COUNTY, NEBRASKA

By:

George Verticker

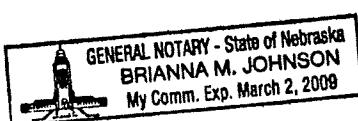
Chairman

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 20th day of July, 2006, before me a Notary Public, duly commissioned
and qualified in and for said County, appeared George Verticker, personally known by me to be
the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and
Frank Kulig, to me personally known to be the Clerk of said District, and the identical
persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they
acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed
of said District.

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



Brianna M. Johnson
Notary Public

Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska,
this 12th day of July 2006.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 276 OF SARPY COUNTY, NEBRASKA

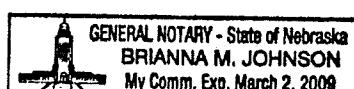
~~By Clerk~~

ACKNOWLEDGMENT OF NOTARY

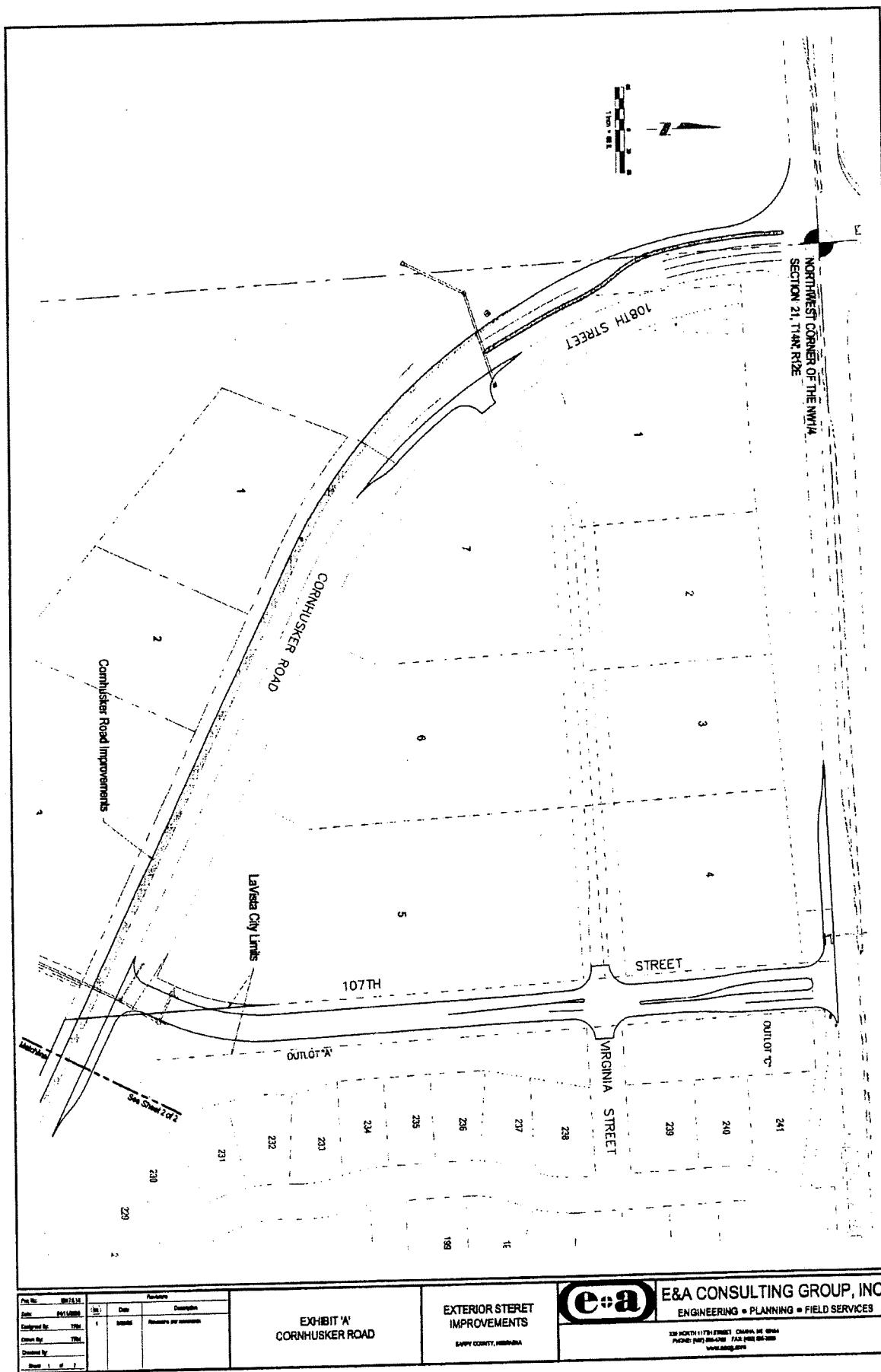
STATE OF NEBRASKA)
COUNTY OF Douglas)
)ss.)

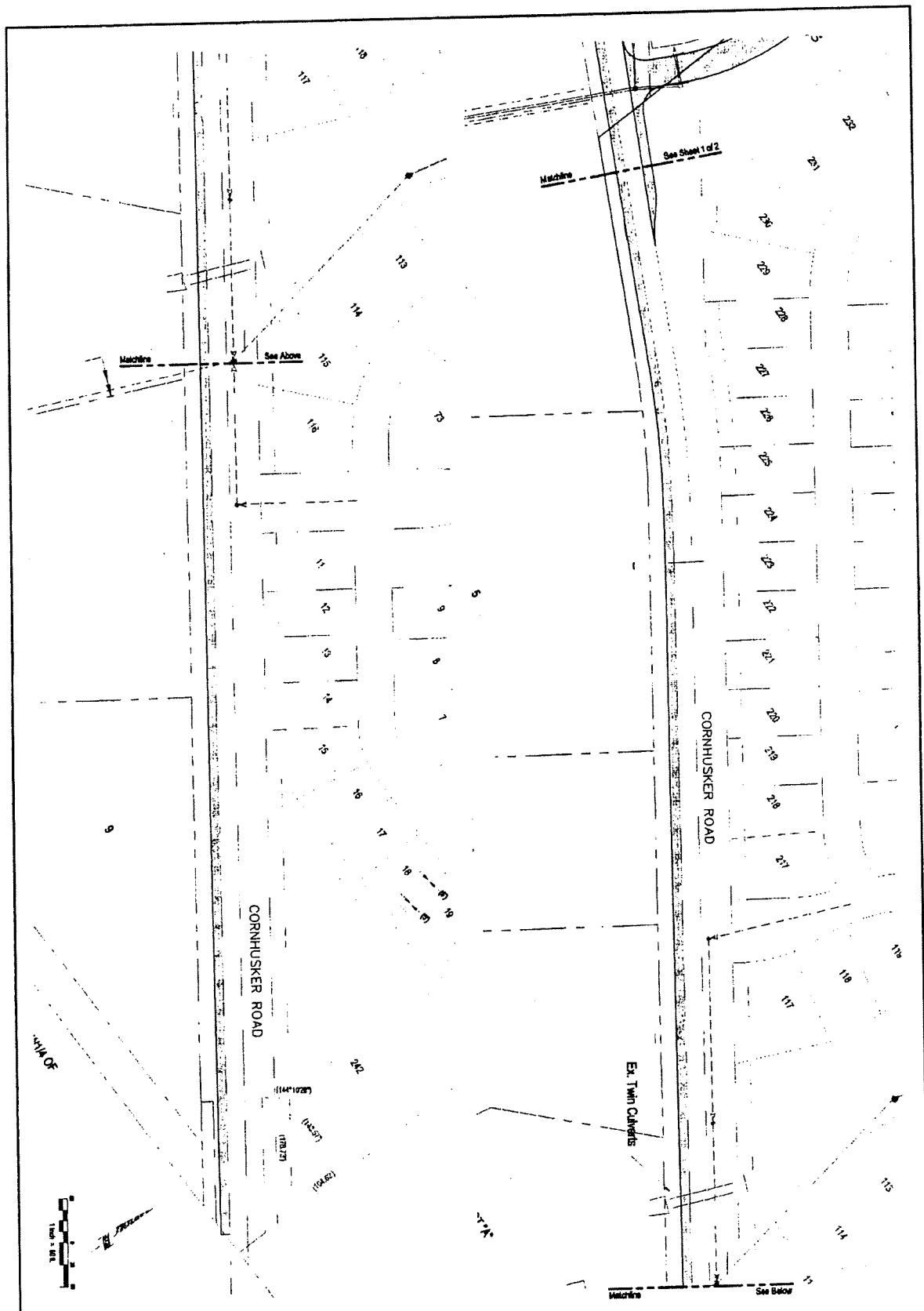
On this 12th day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark Boyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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



By
Notary Public





Proj. No.	REV. NO.	Page No.
Date	04/16/03	1
Designed By	TPW	
Drawn By	SHW	
Checked By		
Dept. 2	2	

EXHIBIT 'A'
CORNHUSKER ROAD

EXTERIOR STREET
IMPROVEMENTS
DARBY COUNTY, NEBRASKA



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

20 NORTH 17TH STREET, CHAMPS, NE 68354
PHONE: (402) 364-3300 FAX: (402) 364-3301
WWW.EAGROUP.COM

EXHIBIT "B"

ALLOCATION OF COSTS

	COSTS	SID 276 PORTAL RIDGE	%	SID 266 PORTAL PLAZA & PORTAL PLAZA SOUTH
CORNHUSKER ROAD IMPROVEMENTS				
CONSTRUCTION	\$142,700	\$21,405	15.00%	\$121,295
ENGINEERING, LEGAL, FISCAL, INTEREST	\$57,080	\$8,562	15.00%	\$48,518
SUBTOTAL	\$199,780	\$29,967 (1)		\$169,813

(1) NOT TO EXCEED THIS AMOUNT

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**

(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)
107th Street Improvements

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza)
Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)
City of Papillion, Nebraska
City of La Vista, Nebraska

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

PRELIMINARY STATEMENT

WHEREAS, SID #266, SID #276, Papillion and La Vista did, on or about July 5, 2006 execute an Interlocal Cooperation Agreement (the "Agreement") for the construction of 107th Street, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

WHEREAS, it is in the best interests and would be mutually advantageous to all parties to make certain amendments to the Interlocal.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. That the cost cap of \$83,970.00 in Paragraph 6. B. and in footnote (1) of Exhibit "B" of the Agreement be and hereby is amended to read \$120,592.00.
2. All other terms and conditions contained in the original agreement attached hereto as Exhibit "A" shall remain in full force and effect.
3. This Amendment may be executed in counterparts, all of which taken together will constitute one original agreement.

{Signatures appear on following pages}

Executed by the City of Papillion, Nebraska, this 6th day of October 2009.

CITY OF PAPILLION, NEBRASKA

By: *PLB*

ATTEST:

APPROVED AS TO FORM:

Kim May
City Clerk

City Clerk

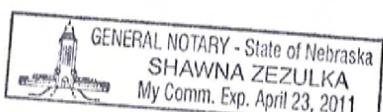
By: Mark Nichols
City Attorney

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 10th day of October,
qualified in and for said County, appeared
Mayor of the City of Papillion, and Elizabeth
of the City of Papillion, and the identical
Cooperation Agreement, and they acknowledge
and the voluntary act and deed of said City.

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



Shauna Zeyulka
Notary Public

Executed by the City of La Vista, Nebraska, this _____ day of _____ 2009.

CITY OF LA VISTA, NEBRASKA

By: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

By: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this _____ day of _____, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Notary Public

Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, this day of _____, 2009.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 266 OF SARPY COUNTY, NEBRASKA

By:

Frank Kulig, Clerk

By:

George Venteicher, Chairman

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 20th day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared George Venteicher, personally known by me to be the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and Frank Kulig, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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

Glenda Hughes
Notary Public

Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, this
day of _____ 2009.

ATTEST:

By: Mark A. Poyer
Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 276 OF SARPY COUNTY, NEBRASKA

By: Timothy W. Young
Chairman

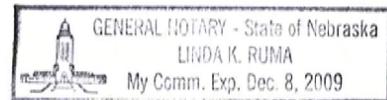
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this 10 day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy W. Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark A. Poyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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

Linda K. Ruma
Notary Public



EXHIBIT

"A"

INTERLOCAL COOPERATION AGREEMENT

(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)
107th Street Improvements

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza)
Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)
City of Papillion, Nebraska
City of La Vista, Nebraska

THIS INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

PRELIMINARY STATEMENT

SID #266 is presently undertaking the development known as the Portal Plaza Subdivision and Portal Plaza South Subdivision. SID #276 is presently undertaking the development known as the Portal Ridge Subdivision. SID #266 is situated west of 107th Street and SID #276 is situated east of 107th Street, which right-of-way is located partially within the jurisdiction of the City of La Vista, Nebraska, and partially within the jurisdiction of the City of Papillion, Nebraska, said jurisdictional boundaries being more fully as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Improvements"). City of La Vista, Nebraska has the primary jurisdiction and control of 107th Street. All of the parties to this Agreement are desirous of improving 107th Street to the City of La Vista, Nebraska, design standards.

Pursuant to the Interlocal Cooperation Act, Section 14-801, et. seq., the parties hereto are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to Papillion, La Vista, SID #276, and SID #266 to improve at this time, pursuant to this Agreement, those portions of 107th Street as shown on the Exhibit "A" site plan. Such Improvements may include, without limitation, right of way acquisition, a change of grade, widening, concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, traffic control devices and related improvements.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

2. Plans and Design. SID #266 will contract with E & A Consulting Group, Inc., registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Improvements. The final plans and specifications shall be subject to approval by each of the parties

hereto, which approval shall not be unreasonably withheld, conditioned or delayed. Construction administration, construction management, and the public bidding of the Improvements shall be the exclusive responsibility of E & A Consulting Group, Inc.

The total estimated costs of the Improvements are set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

3. Street Right-of-Way Jurisdiction. All public right-of-ways or easements, including temporary construction easements, deemed necessary for the construction and installation of the Improvements to be located within the boundaries of the District #266, District #276, the City of La Vista, or the City of Papillion, shall be acquired by District #266, subject to such easements, rights, restrictions and encumbrances, if any, as the District or the City of Papillion or City of La Vista, as the case may be, determines necessary or appropriate, prior to the start of construction. The final plat will reflect a dedication of all permanent easements. Temporary easements not reflected on the plat shall nonetheless be donated by the owners of the developers as needed. Each of the governmental entities to this agreement will cooperate with the other and execute all necessary and reasonable consents and waivers to allow either governmental entity to acquire public right-of-ways or easements, including temporary construction easements as contemplated herein which may be outside of the jurisdictional boundary of the governmental entity acquiring said right-of-ways or easements.

4. Construction. SID #266 agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Section 2, above. During the course of the construction of the Improvements, any party may at any time cause inspection of the work to insure compliance with the final plans and specifications.

5. Maintenance of Improvements. The parties hereto agree that La Vista and Papillion will each own, operate and at its cost maintain those Improvements that are situated within their respective corporate boundaries upon completion. La Vista shall be named a beneficiary (indemnitee) on the construction maintenance bond obtained in connection with the improvement project, the term of which bond shall be for a period of not less than two (2) years.

6. Payment of Costs. In recognition of La Vista assuming operation and maintenance costs for the improvements as provided in paragraph 5 above, the cost of the improvements, including, but not limited to, right-of-way acquisition, removals, clearing and grubbing, grading, seeding, drainage structures, paving, traffic control devices, engineering, contract administration, coordination, supervision, observation, testing, construction staking, legal and interest shall be paid as follows:

- A. SID #266 – Two-thirds (2/3) of the cost; and
- B. SID #276 – One-third (1/3) of the cost; not to exceed the sum of \$83,970.

7. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the improvements shall be completed on or before November 30, 2006; provided, however, it is the District's intention to complete the construction of Improvements on or before November 30, 2006, weather permitting. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all the Improvements contemplated by this Agreement on or before November 30, 2006.

8. Lead Agent. SID #266 shall serve as lead agent with respect to the construction of the Improvement as contemplated herein.

9. Records. SID #266 shall maintain records of all costs incurred by SID #266 in connection with the Improvements, and Papillion, and La Vista and SID #276 shall have the right to audit

and review such records at any time to assure that such records are accurate.

10. Duration. As regards acquisition of right-of-way design and construction of the Improvements, this Agreement shall continue until such time as the Improvements to be performed by SID #266 pursuant to this Agreement shall have been designed, completed, accepted and paid for by SID #266 and SID #276, as set forth above, unless this Agreement is terminated sooner by the written agreement of the parties hereto. As regards La Vista's ongoing maintenance obligations pursuant to Paragraph 5 hereof and the building approval and building permit review requirements as set forth in Paragraph 13 hereof, said obligations as between La Vista and Papillion shall continue until such time as they are made the subject of a separate agreement between the two cities or modified or terminated by mutual consent of the two cities.

11. Appointment of Administrators. The City Administrator of Papillion shall administer this contract on behalf of Papillion, the City Administrator of La Vista shall administer this contract on behalf of La Vista, and E & A Consulting Group, Inc. shall administer this contract on behalf of SID #266 and SID #276.

12. Property Right-of-Way Dedication and Street Maintenance. The triangular piece of land at the southeast corner of Lot 5 of Portal Plaza as depicted on the attachment Exhibit "A", Sheet 2, shall be dedicated as street right-of-way. The City of La Vista, by mutual agreement, agrees to maintain the triangular piece of property on the northwest corner of 107th Street, including said dedicated triangular piece, and Cornhusker Road as per Attachment Exhibit "A", and shall provide police and fire protection within all of Portal Ridge Subdivision.

13. Building Plan Approvals. To ensure that development along Giles Road adheres to the City of La Vista's Special Corridor Guidelines, those guidelines have been incorporated into the design standards set forth in the Mixed-Use Development Agreement entered into by and between the City of Papillion and Giles Road No. 2, LLC, a Nebraska limited partnership (the "Developer"), which Mixed-Use Development Agreement was approved by Papillion on January 27, 2006, by Resolution No. R06-0018 (the "Development Agreement"). The Development Agreement provides that Papillion will not amend the Mixed-Use Development Agreement without the approval of La Vista. Furthermore, the Development Agreement provides that La Vista will be included in the development review process and copied any applications for development on those lots that have frontage on Giles Road. Prior to issuance of any building permit by Papillion, Papillion will request a letter from La Vista indicating conformance with the Giles Road Special Corridor Guidelines. Such request shall be accompanied by the applicable La Vista design review fee which shall be paid by the applicant.

In the event of a disagreement between the Planning Departments of Papillion and La Vista as to applicant's compliance with the La Vista Special Corridor Guidelines, the matter shall be decided by agreement of the City Administrators of the two cities, and if no agreement is there reached, then by such legal remedy available to the applicant that applicant may decide upon.

In order to avoid costly delays for the Developer, the City of Papillion will make its own determination of the application's conformance with the La Vista Special Corridor Guidelines if no correspondence from La Vista is received within thirty (30) calendar days of La Vista's receipt of a development application.

14. Special Assessments/G.O. Debt Allocation. As regards the amount of debt incurred by SID #266 (Portal Plaza) and/or SID #276 (Portal Ridge) in the implementation of this Interlocal Agreement, the allocation of such debt of the respective SIDs as between the amount of such SID debt to be levied as special assessment ("specially assessed") and the amount of such debt not to be specially assessed ("general obligation") shall be determined in accordance with the subdivision agreement entered

into between each SID and the City having zoning jurisdiction thereover.

15. SID #266 Sanitary Sewer Connection. It is the intent of the parties that no part of the SID #266 sewer system or sewage therefrom will connect, directly or indirectly, to any portion of the La Vista sewer system SID #266 wishes to connect its sanitary sewer system to the City of Omaha's Interceptor outfall sewer for the purpose of disposing of its sanitary sewer waste pursuant to the provisions of the sanitary sewer agreement between the City of Papillion and City of Omaha.

16. Summary of Exhibits. Following are the Exhibits attached hereto and made a part hereof:

Exhibit "A": Site Plan

Exhibit "B": Estimated cost of the Improvements

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of both parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by both parties. Nebraska law shall govern the terms and performances under this Agreement.

[Remainder of Page Intentionally Left Blank]

Executed by the City of Papillion, Nebraska, this 5 day of July, 2006.



ATTEST:

CITY OF PAPILLION, NEBRASKA.

Dy. SPD

APPROVED AS TO FORM:

By: Markus W. Weller
City Attorney

City Attorney

ACKNOWLEDGMENT OF NOTARY

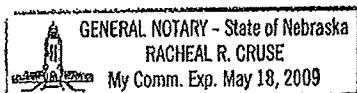
STATE OF NEBRASKA)
COUNTY OF SARPY)
)ss.

On this 5 day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James F. Blinn, personally known by me to be the Mayor of the City of Papillion, and Jennifer Nienier to me personally known to be the City Clerk of the City of Papillion, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Kachal Reuse
Notary Public

Notary Public



Executed by the City of La Vista, Nebraska, this 12th day of July 2006.



ATTEST:

CITY OF LA VISTA, NEBRASKA

By:

APPROVED AS TO FORM:

Thomas M. McKey
City Attorney

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA

)

COUNTY OF SARPY

3

On this 12th day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

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

Sharon J. Paulsen
Notary Public



Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, this
20th day of July, 2006.

ATTEST:

By: Frank Kuliz
Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 266 OF SARPY COUNTY, NEBRASKA

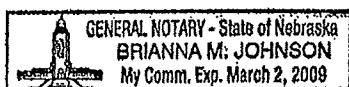
By: George W. Venteicher
Chairman

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)
COUNTY OF Douglas)
)ss.

On this 20th day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared George W. Venteicher, personally known by me to be the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and Frank Kuliz, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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



Brianna Johnson
Notary Public

Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, this
12th day of July 2006.

ATTEST:

By: Mark Beyer
Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 276 OF SARPY COUNTY, NEBRASKA

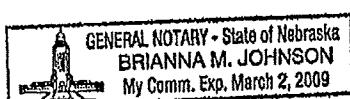
By: Jeff Young
Chairman

ACKNOWLEDGMENT OF NOTARY

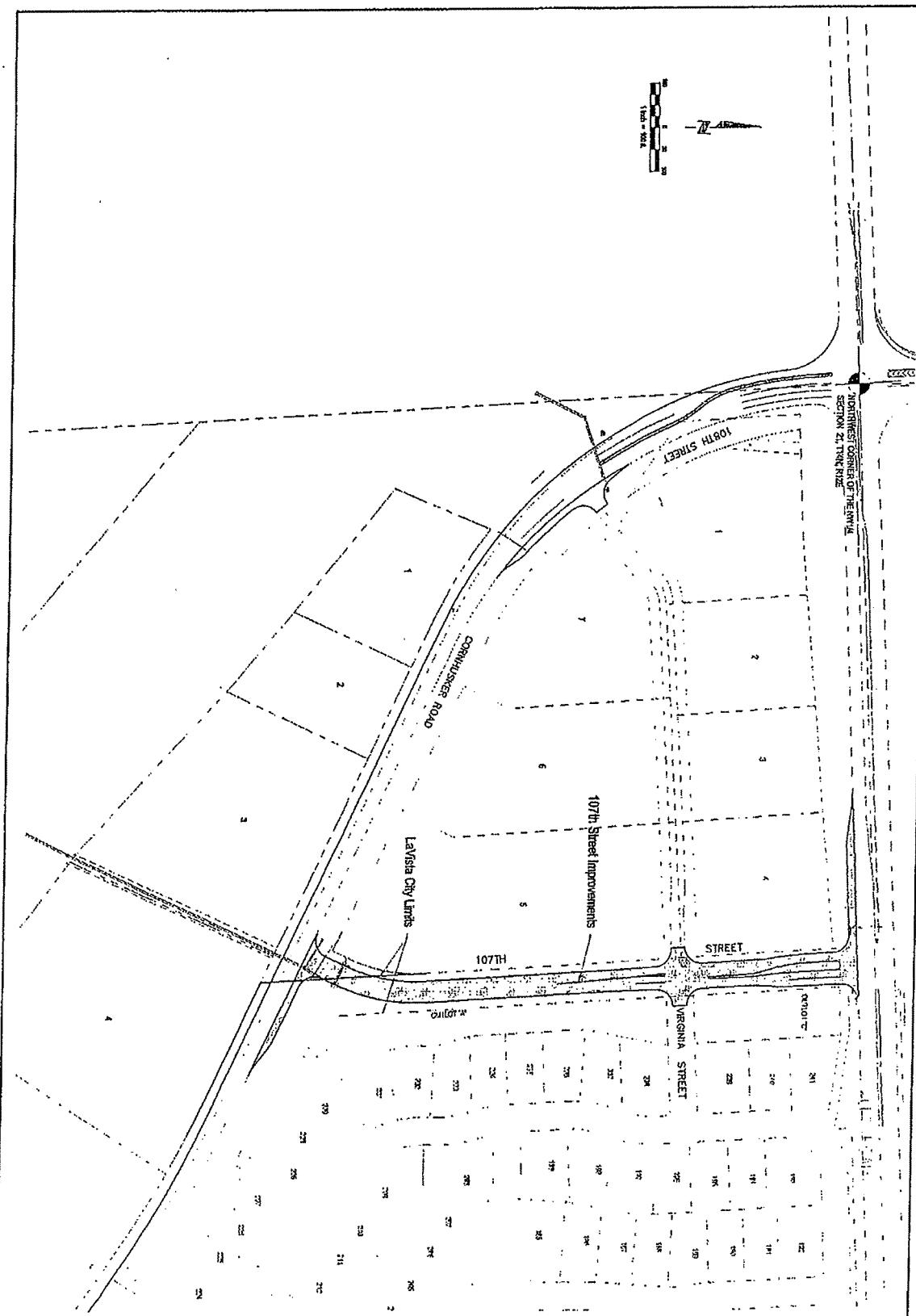
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 12th day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark Beyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

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



Brianna M. Johnson
Notary Public



Ref No.	CH1111
Date	06/17/2011
Entered By	SPD
Drawn By	SPD
Checked By	SPD
Printed By	SPD

EXHIBIT 'A'
107TH STREET

EXTERIOR STREET
IMPROVEMENTS
SWEET COUNTY, IOWA



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

300 NORTH 17TH STREET, SUITE 200
MILWAUKEE, WI 53203
414-276-1000 • 800-333-1000
www.eaplc.com

EXHIBIT "B"

ALLOCATION OF COSTS

	COSTS	SID 276	%	SID 266 PORTAL PLAZA & PORTAL PLAZA SOUTH
<u>107TH STREET IMPROVEMENTS</u>				
CONSTRUCTION	\$258,411	\$86,137	33.33%	\$172,274 66.67%
ENGINEERING, LEGAL, FISCAL, INTEREST	\$103,364	\$34,455	33.33%	\$68,910 66.67%
SUBTOTAL	\$361,775	\$120,592 (1)	33.33%	\$241,184 66.67% (2)

(1) SID 276'S OBLIGATION SHALL NOT EXCEED THE SUM OF \$83,970
(2) 1/2 TO BE SPECIALLY ASSESSED BY SID 266, 1/2 TO BE G.O.

F

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF WINE AND DISTILLED SPIRITS AT A SAMPLING/TASTING EVENT AT BRYCO INC DBA SS TOBACCO/LIQUOR, 8052 S 85TH STREET, LA VISTA NEBRASKA, ON NOVEMBER 21, 2009 FROM 1:00 P.M. TO 4:00 P.M.

WHEREAS, Bryco Inc dba SS Tobacco/Liquor is located within the City of La Vista; and

WHEREAS, Bryco Inc dba SS Tobacco/Liquor has requested approval of a Special Designated License to serve wine and distilled spirits at their facility located at 8052 S 84th Street on November 21, 2009 from 1:00 p.m. to 4:00 p.m. in conjunction with a sampling/tasting event.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Bryco Inc dba SS Tobacco/Liquor to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell wine and distilled spirits at 8052 S 84th Street on November 21, 2009 from 1:00 p.m. to 4:00 p.m. in conjunction with a sampling/tasting event.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Robert S. Lausten, Police Chief

DATE: October 21, 2009

RE: Application for SDL

CC:

**Re: Bryco Inc. dba SS Tobacco/Liquor
Special Designated Use Permit**

The La Vista Police Department has been informed and has reviewed the request by Bryco Inc. dba SS Tobacco/Liquor for a special designated use permit to have a wine tasting event on November 21, 2009 from 1 pm until 4 pm at 8052 S. 84th St. in La Vista. There have been no concerns regarding the event identified by the police department at this time.



Dave Heineman
Governor

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/>

October 16, 2009

CERTIFIED

Bryco Inc
SS Tobacco/Liquor
8052 S 84th St
La Vista Ne 68128

RE: Special Designated License Application (SDL)
For event scheduled for November 21st

Applicant:

Your application for the SDL for the event on November 21stth is being returned.

Before we can process this application you will need to have approval from the local governing body. Since your event is to be held in La Vista city limits approval will need to come from the City Clerk's office of La Vista.

Obtain a copy of this approval and return the entire packet as soon as possible since the event is scheduled for the 21st of November.

Sincerely

NEBRASKA LIQUOR CONTROL COMMISSION

Mary Messman
Licensing Division

mm

cc: file

Encl. Application for SDL
Check #5371 - \$40

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
RETAIL LICENSE HOLDERS**

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/

City

RECEIVED

OCT 16 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

BEFORE SUBMITTING APPLICATION TO THE LIQUOR CONTROL COMMISSION

- Include approval from the City, Village or County Clerk where the event is to be held** 88060
- A license fee \$40 (payable to Nebraska Liquor Control Commission) for each day/event to be licensed (i.e. if you have two separate areas at one event they both need to be licensed) (unless licensed as a K Caterer no fees required)
- Application MUST be received at the Liquor Control Commission Office no later than 10 working days prior to event (excluding weekends, Federal and State observed holidays)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed

Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)

D 71059

11/21

3. Licensee name (last, first, middle), Corporate name, Limited Liability Company (LLC)

NAME: Bryco inc DBA SS Tobacco/ Liquor

ADDRESS: 8052 so 84th st

CITY LaVista Ne

ZIP 68128

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

ADDRESS: SAME

CITY ZIP

COUNTY Sarpy Co. (59)

*CK5371
40-mm*

REV 6/09

received
mm



0900019716

- a. Is this location within the city/village limits? YES NO
- b. Is this location within the 150' of church, school, hospital or home aged/indigent or for veterans their wives? YES NO
- c. Is this location within 300' of any university or college campus? YES NO

Must be consecutive days

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

Date	Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From	Hours From
1:00 PM To 5:00 PM	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be approved by local)

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

Dance Reception Fund Raiser Beer Garden Sampling/Tasting Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 16 x 100
Name of building Brentwood Square (not square feet or acres)

Outdoor area dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

If outdoor area, how will premises be enclosed

fence, type of fence snow fence chain link cattle panels other _____
 tent
 other, explain _____

*If both inside and outdoor area to be licensed include simple sketch

8. How many attendees do you expect at event? 25 to 30

9. If over 150, indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages.

10. Will premises to be covered by license comply with all Nebraska sanitation laws?

YES NO

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

11. Where will you be purchasing your alcohol wholesaler retailer both

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

If so, describe activity _____

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

13. Any other information or requests for exemptions: _____

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

Bryan Steffen

402-321-3661

402-321-3661

Phone: Before _____

During _____

Print name of Event Supervisor

RECEIVED

OCT 16 2009


Signature of Event Supervisor

Consent of Authorized Representative/Applicant

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

sign
here


Authorized Representative/Applicant

owner

10-14-2009

Title

Date

Bryan Steffen


Print Name

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

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

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

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

SYNOPSIS

The Nebraska Department of Roads (NDOR) has requested that the City renew its agreement for 2010 whereby the City will perform all surface maintenance on the four lane miles of 84th Street from Harrison Street to Giles Road.

FISCAL IMPACT

The State reimbursement to the City is \$1,575 per lane mile for 2010. The revenue is reflected in the FY10 general fund budget.

RECOMMENDATION

Approval

BACKGROUND

The original agreement between the City and DOR was originally adopted in April of 1990, and it has been subsequently renewed each year. In November of 2001 the current agreement was completely updated, in 2006 there were several additions to the agreement, and in 2008 the amount paid per lane mile was increased. No changes to the agreement are being proposed for 2010. It is our understanding that the relinquishment of 84th Street by the State is anticipated in the near future.

RESOLUTION NO. _____

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84th Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2010 to December 31, 2010.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



AGREEMENT RENEWAL

Maintenance Agreement No. 121

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

We hereby agree that Maintenance Agreement No. 121 described above be renewed for the period January 1, 2010 to December 31, 2010.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 26, 2006..

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

Executed by the City this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Roads

ATTEST: City of La Vista

City Clerk

Mayor

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT FORENSIC AND CRIME SCENE SERVICES	◆ 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 Douglas County for Forensic and Crime Scene Investigation Services.

FISCAL IMPACT

The Interlocal Agreement does not increase or change current charges for Crime Scene Services that have been in place. Charges are based on services used. The police department uses services from Douglas County in complex cases and has averaged approximately \$1500 per year in charges the past three fiscal years,

RECOMMENDATION

Approval

BACKGROUND

Douglas County has provided forensic and crime scene services to La Vista for the past ten years and it was determined that an Interlocal Agreement should be in place. Douglas County is also implementing Interlocal Agreements with Papillion and Sarpy County.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY FOR FORENSIC AND CRIME SCENE INVESTIGATION SERVICES.

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 to enter into an interlocal cooperation agreement for the purpose of providing forensic and crime scene investigation services in an efficient and effective manner; and

WHEREAS, the La Vista Police Department has a need for forensic and crime scene investigation services; and

WHEREAS, Douglas County, Nebraska is qualified to provide such services as described in the attached Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Douglas County for forensic and crime scene investigation services.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

Douglas D. Kindig, Mayor

ATTEST:

Pamela Buethe, CMC
City Clerk

**INTERLOCAL AGREEMENT
BETWEEN
DOUGLAS COUNTY, NEBRASKA
AND
THE CITY OF LAVISTA, NEBRASKA**

Under the authority of the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Agreement is entered into between the Douglas County, Nebraska, (herein after "Douglas County") a political subdivision of the State of Nebraska, by and through the Douglas County Sheriff, and the La Vista Police Department, a *political subdivision of the State of Nebraska/municipal corporation of the State of Nebraska*, (herein called "Requesting Agency") for the purpose of providing forensic services.

**SECTION ONE
DUTIES AND RESPONSIBILITIES**

A. Duties/Specific Services to be provided by Douglas County

1. Provide the forensic and crime scene services as specified in Schedule of Forensic Services which is attached and incorporated hereunto as Exhibit A and shall strive to respond to any request for assistance in a timely manner.
2. Provide and train personnel as necessary to perform forensic services specified in the Schedule of Forensic Services and as determined by the County Sheriff exercising professional judgment. Said personnel will at all times remain under the management and control of Douglas County. Employment rights of personnel assigned to provide services will not be abridged.
3. Reserve the sole right to determine its own availability to perform the forensic service request. This Agreement shall not be construed to require Douglas County to hire any new or additional personnel to perform forensic services.
4. Provide all equipment and facilities necessary to process a crime scene and to conduct laboratory analysis as specified in the Schedule of Forensic Services.
5. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Douglas County Sheriff's Office Crime Scene Investigation Division (CSI) packaging guidelines, to which the current guidelines are attached and incorporated hereunto and

subject to periodic review and revision by Douglas County. Further, Douglas County retains the right to refuse evidence for forensic processing and/or refuse to process or reprocess evidence submitted to the Douglas County Crime Scene Investigation Unit if the County believes, in its sole discretion, that the evidence has been compromised and/or otherwise contaminated.

6. Designate a Douglas County Crime Scene Investigation Division lead crime scene investigator upon arrival to a crime scene and said lead crime scene investigator shall coordinate services with the Requesting Agency's on-site command officer.
7. The Douglas County Crime Scene Investigation Division has extensive dedicated equipment and facilities to ensure the provision of highly professional crime scene investigation and forensic services. Specific arrangements for the use of equipment and/or facilities is necessarily limited to assigned Douglas County Sheriffs Office personnel.
8. Provide written findings upon completion of any forensic analysis-performed. All records, reports, and documents concerning the performance of services provided by Douglas County Sheriffs Office personnel will be appropriately recorded and securely maintained in accordance with Sheriffs Office records/reporting directives and the State Records Retention Act.
9. Send written notification to the authorized representative of the Requesting Agency upon completion of forensic analysis for each item(s) of evidence submitted to Douglas County CSI Division.
10. Invoice the Requesting Agency on a monthly basis at the minimum or as forensic services provided by Douglas County. The invoice will reflect actual services rendered on each item submitted for forensic analysis. Crime scene investigation services and deposition and/or court appearances will be billed for a minimum of two (2) hours with additional time billed in .50 hour (30 minute) increments.
11. Update the Schedule of Forensic Services, attached as Exhibit A, no less than annually and provide a copy of said Schedule to the Requesting Agency's authorized representative no less than thirty (30) days prior to the effective date of said Schedule.

B. Duties of the Requesting Agency

1. Submit evidence to the Douglas County Crime Scene Investigation Division in accordance with the current Douglas County Sheriff's Office Crime Scene

Investigation Division (CSI) packaging guidelines, to which the current guidelines are attached and incorporated hereunto and subject to periodic review and revision by Douglas County. It is the sole responsibility of the Requesting Agency to comply with said packaging guidelines in effect on the day the evidence is submitted.

2. Submit a request for forensic service(s) that will be completed by the CSI Division in a timely manner. The Requesting Agency shall pay an additional charge to Douglas County when such tests require expedient handling and/or additional personnel or services to meet a specific time requirement requested by the Requesting Agency. Douglas County reserves the right to refuse to perform the forensic services if it deems, in its sole discretion, that the service cannot be complete on or before the requested date.
3. Crime Scene Services:
 - i. Requesting Agency agrees to designate one Agency law enforcement official on site as a command officer to coordinate all communications with the Douglas County Sheriff's Office lead crime scene investigator. Said command officer shall be designated before or upon arrival of Douglas County Crime Scene Investigation Division personnel at a crime scene and shall remain the command officer throughout the investigation.
 - ii. Requesting Agency agrees to maintain the crime scene in accordance with the current National Institute of Justice guidelines in effect on the day the crime scene is discovered.
 1. In the event that there has been a breach of crime scene integrity before the arrival of Douglas County Crime Scene Investigation Division personnel, Requesting Agency's command officer shall report the nature and details of the breach at the time of arrival to said scene to Douglas County's lead crime scene investigator.
 2. In the event that a breach of crime scene integrity is discovered during or after the arrival of Douglas County Crime Scene Investigation Division personnel, Requesting Agency's command officer shall notify Douglas County's lead crime scene investigator immediately and report the nature and details of the breach to the authorized representative of the Douglas County Sheriff within twenty-four (24) hours.

4. Claim and take possession of item(s) and evidence submitted to Douglas County CSI Division for forensic analysis within one week after notification that testing of said item(s) is complete. Douglas County will not be responsible for evidence storage and disposal and is released from any liability for any item(s) and/or evidence unclaimed by the Requesting Agency eight days after said notification. The Requesting Agency may also be subject to additional storage fees for said unclaimed evidence.
5. Cooperate at all times with the employees and representatives of the Douglas County Sheriff's Office providing services under this Agreement.
6. Make payment for provided Services no more than thirty days after receipt of an invoice reasonably documenting all applicable charges and fees.

SECTION TWO

TERM, DURATION, REVIEW, REVISION, AND TERMINATION

This Agreement shall become effective on _____ and shall remain in effect until _____, a term no greater than five (5) years. This Agreement may be terminated upon mutual written consent of the parties or by either of the parties giving sixty (60) days written notice to the other of its intention to terminate the Agreement. Upon expiration, this Agreement may be extended or renewed for an additional term by mutual written agreement of the Parties. A review of the agreement will be conducted annually or more often as needed. Revision of the Agreement may be conducted as needed/deemed necessary by Douglas County.

SECTION THREE

GENERAL PROVISIONS

A *Independent Contractors.*

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners,

joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

B. Nondiscrimination.

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

C. Captions.

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

D. Applicable Law and Venue.

Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable

rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

E. Entire Agreement

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

F. Amendments/Modification.

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

G. Assignment.

None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

H. Successors and Assigns Bound by Covenants.

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

I. Waiver.

Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

J. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

K. Dispute Resolution.

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

If the Parties are unable to resolve their dispute using the process described above, the Parties agree to submit to nonbinding mediation with a mutually acceptable mediator prior to commencement of a legal action by any Party.

L. Indemnification/Legal Contingencies.

Requesting Agency agrees to save and hold harmless, to the fullest extent allowed by law, Douglas County, its principals, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of Requesting Agency's principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting there from. Further, Requesting Agency shall purchase and maintain during the term of this Agreement, comprehensive General Liability Insurance in the minimum amount of \$1,000,000 per person and \$5,000,000 per occurrence naming and protecting them, and Douglas County as an additional insured, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage, which may arise from operations under this Agreement whether such

operations be by Requesting Agency or anyone directly or indirectly employed by them. Copies of the certificate of insurance shall be provided to Douglas County upon request.

The provisions of this section shall survive expiration or termination of this Agreement.

M. No Third Party Rights.

This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

N. Authorized Representatives and Notice.

In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

FOR THE COUNTY

Captain Steven Glandt
Douglas County Sheriff's Office
3601 North 156th Street
Omaha, NE 68916
(402) 444-6854
(402) 444-6065 fax

FOR REQUESTING AGENCY

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

DOUGLAS COUNTY, NEBRASKA

THE CITY OF LAVISTA, NEBRASKA

Chairperson

Date

Mayor/Chairperson

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Attorney

Date

Attorney

Date



**DOUGLAS COUNTY SHERIFF'S OFFICE
CSI DIVISION
EVIDENCE PACKAGING GUIDELINES**



PURPOSE: Evidence must be packaged correctly in order to ensure the integrity of the evidence, protect against contamination, and for the safety of personnel handling the evidence.

To properly seal evidence for submittal to the DCSO Laboratory:

Proper Container

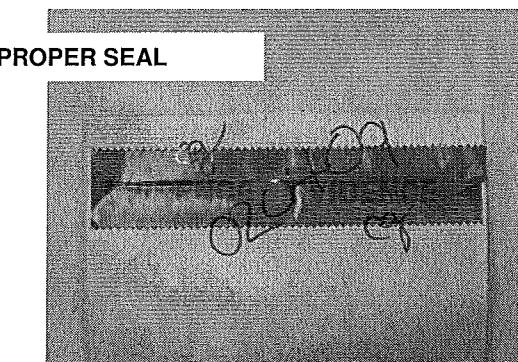
- Choose a container based on the qualities of the evidence.
 - Biological evidence in paper, cardboard
 - Sharps in safety tubes
 - Urine in urine collection kit
 - Blood in blood collection kit or safety tubes
 - Controlled substances in heat seal bags
- Choose a container based on the size of the evidence item.
 - Secondary container necessary for small envelopes, bags, and items whose primary container will not accept a label or proper seal
- Proper container choices include:
 - Paper envelopes
 - Paper bags
 - Cardboard boxes

Proper Label

- All containers should either have the label printed on them or a label needs to be affixed to the container.
- If the initial container is too small for a label to be affixed then the item should be packaged in a secondary container with the label affixed to that container.

Proper Seal

- The seams of all containers should be sealed with tape.
- If a container is such that it cannot be sealed with tape, it should be packaged in a secondary container that can be sealed with tape.
- The person packaging the evidence should sign or write their initials and the date across the seal in such a way that the writing begins on the package, crosses the seal, and ends on the package on the other side of the tape (see below).



SERVICE / FEE SCHEDULE

EFFECTIVE 1 OCTOBER 2009

DESCRIPTION	FEES
<i>Controlled Substance Identification</i>	
Qualitative Analysis-Preliminary Test, GC/MS Analysis, Forensic Report	\$30.00/sample
Quantitative Analysis	\$50.00/sample
Chemical Extraction – Additional chemical extraction procedure	\$15.00/sample
Vapor Tracer Ion Mobility Spectrometry – residue testing	\$25.00/sample
Expedited Analysis Fee	\$50.00/case
<i>Trace Evidence</i>	
Fire Debris Analysis-Extraction, GC/MS, Forensic Report	\$50.00/sample
Explosives Analysis-Preliminary Tests, IR Spectrometry, GC/MS, Forensic Report	\$50.00/sample
Trace Analysis-Fibers, Paint, Hair, Glass	\$50.00/hour
<i>Toxicology</i>	
Blood Alcohol Analysis-GC/FID, Quantitation, Forensic Report	\$30.00/sample
Statistical Blood Alcohol Analysis-GC/FID, Quantitation, Statistical Report	\$35.00/sample
Urine Drug Screen – 5 panel	\$30.00/sample
GC/MS Confirmation for Positive Urine Screen	\$60.00/sample
<i>Crime Scene and Evidence Processing</i>	
Field Process-Complete Forensic Field Investigation Services, Forensic Report	\$50.00/hour/CSI
Lab Process-Standard Laboratory Forensic Processing Services, Forensic Report	\$50.00/hour/CSI
Rush Surcharge-results within 24 hours	50% of service
Photo CD Created-by request	\$50.00

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

Subject:	Type:	Submitted By:
NEW COUNCIL POLICY STATEMENT BULLETIN BOARD POLICY FOR CITY FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROSE BARCAL – LIBRARY DIRECTOR SCOTT STOPAK – RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a new Council Policy Statement regarding a bulletin board policy for city facilities.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

A new Council Policy Statement is being proposed to establish priorities and guidelines for placement of materials on bulletin boards located in city facilities. This will clarify the function of these bulletin boards and provide some guidelines as facility directors determine what may be placed on a bulletin board that represents the best interests of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A NEW COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled Bulletin Board Policy for City Facilities has been reviewed and recommended by the Library Director and Recreation Director to the City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement entitled Bulletin Board Policy for City Facilities, and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
COUNCIL POLICY STATEMENT**

BULLETIN BOARD POLICY FOR CITY FACILITIES

Issued:
Resolution No.

- I. Purpose and Authority**
 - a. The primary function of the bulletin boards located in the facility and any other space designated for the display of public notices is to provide information to users about events or services of cultural, education, or community nature.
 - b. Organizations may request notices to be posted subject to the guidelines set forth in this policy
 - c. Application of these guidelines will be based on the judgment of the facility director. Requests that do not fall clearly within these guidelines may be authorized only if they are in the best interests of the City.
 - d. The City Administrator reserves the right to remove any item.
- II. Priorities and Guidelines**
 - a. Priority is given to tax-supported agencies, non-profit organizations, and to community organizations with which the City carries out cooperative programs.
 - b. Notices and publications must be judged by the facility director to be of interest to members of the La Vista community.
 - c. The following types of notices will not be displayed:
 - i. Announcements of religious activities.
 - ii. Those promoting political parties or candidates or those advocating the election of any candidate or a stand on any issues on the election ballot.
 - iii. Posters, petitions, and the like that advocate a position on a public issue.
 - iv. Announcements or advertisements of fund-raising activities (individual or group) or of drives to stimulate membership or subscriptions. Exceptions may be made for one-time fund-raising events sponsored by community service organizations.
 - v. Announcements of advertisements by profit-making organizations.
 - vi. Announcements which publicize ongoing programs or series of programs except those of tax-supported institutions.
 - vii. Legal notices.
 - viii. Notices of merchandise or services for sale.
 - ix. Rental announcements.
 - x. Lost pets.
 - d. Display items must be of reasonable size in relation to the space available and will not be accepted if they detract from the effective use of space.
 - e. The appearance and content of the notice must be suitable for display in a public service area.
 - f. Generally, notices will not be posted for longer than three weeks. The facility is unable to make arrangements for any notices to be returned.
 - g. Posting of a notice or publication does not imply endorsement by the City.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA

Subject:	Type:	Submitted By:
STANDARD OPERATION POLICY – WEATHER RELATED CLOSING OF CITY OFFICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to approve an updated Standard Operation Policy regarding Weather Related Closing of City Offices.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

An update to the current Standard Operation Policy is being proposed to establish procedures which are in line with current practices for determining when there should be a delay in opening or closing of city facilities due to inclement weather and the notification process.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING CHANGES AND REVISIONS TO AN EXISTING STANDARD OPERATION POLICY.

WHEREAS, the City Council has determined that it is necessary and desirable to establish Standard Operation Policies as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Standard Operation Policy entitled Purchasing of Supplies, Materials, Equipment and Services has been reviewed and revisions recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Standard Operation Policy entitled Weather Related Closing of City Offices, and do further hereby direct the distribution of said Standard Operation Policy to the appropriate City Departments.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBJECT: Weather Related Closing of City Offices

DATE ISSUED: February 27, 2004

ISSUED BY: Gara PavlicekBrenda S. Gunn, City Administrator

During times of inclement weather, it shall be the priority of the City of La Vista to keep open public streets and access for emergency vehicles to/from the City's Police and Fire facilities. The secondary priority of the City shall be to keep open public access during established business hours for routine (non-emergency) services at City Hall, Community Center, Fire Station, Police facility, Public Library, and the Public Works facility.

During times of inclement weather, the Director of Public Buildings and Grounds and the Public Works Director or his/her designee shall notify the City Administrator or his/her designee when it is determined that adequate resources are not available to keep open public access for routine service in addition to public street maintenance responsibilities and access for emergency vehicles to and from Police and Fire facilities.

Upon such notification, the City Administrator shallsuch determine determination, the opening and closing times for City Hall, Community Center, Fire Station, Police facility, Public Library, and the Public Works facility shall be determined by the Director of Public Buildings and Grounds and the Public Works Director or his/her designee.— The City Office employee notification calling tree shall then be activated if the facilities are not yet open for business. The media will be notified in the event of city facilities delayed openings and closings. The City Administrator shall also make notification of such delayed opening or closing to the Mayor, Department Heads and to the news media. Department Heads shall notify their department staff and Notification shall be posted appropriate notifications at all public entrances to their respective facilities if possible.

In determining opening and closing times for the Public Library, the City Administrator upon consultation with the Library Director shall consider any determination made by Metropolitan Community College to close the Sarpy Center.

Generally, the time of any delayed opening and closing will be consistent for City Hall, Community Center, Fire Station, Police facility and the Public Works facility. The time of any delayed opening and closing of the Public Library will generally be consistent with Metropolitan Community College's hours. The Library Director or his/her designee shall notify City Hall of any closings consistent with MCC which may not be consistent with that of other city facilities. In the event that the City would delay opening until later or close earlier than MCC the library will close with other City facilities.

It shall be the responsibility of the City Clerk, Community Development Director, Fire Chief, Library Director, Police Chief, Public Buildings and Grounds Director, Public Works Director, Recreation Director to notify the City Administrator any time weather related or other emergency conditions exist which would necessitate a delayed opening or closing of City Hall, Community Center, Fire Station, Police facility, Public Library, and the Public Works facility.

The general parameters of this policy shall also apply to other emergency situations, which might result in restrictions of public access for routine (non-emergency) services at City Hall, Community Center, Fire Station, Police facility, Public Library, and the Public Works facility.

ITEM K

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 3, 2009 AGENDA**

Subject:	Type:	Submitted By:
STANDARD OPERATION POLICY – PURCHASING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA A. LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared approving an update to the Standard Operation Policy regarding purchasing of supplies, materials, equipment and services.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The City's purchasing policy has not been updated for over two years. The proposed policy has been updated to reflect the desired process and procedure. No substantial changes were made to purchasing guidelines.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING CHANGES AND REVISIONS TO AN EXISTING STANDARD OPERATION POLICY.

WHEREAS, the City Council has determined that it is necessary and desirable to establish Standard Operation Policies as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Standard Operation Policy entitled Purchasing of Supplies, Materials, Equipment and Services has been reviewed and revisions recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Standard Operation Policy entitled Purchasing of Supplies, Materials, Equipment and Services, and do further hereby direct the distribution of said Standard Operation Policy to the appropriate City Departments.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBJECT: Purchasing of Supplies, Materials, Equipment and Services

ISSUED: April 16, 1985

ISSUED BY: James Walker, City Administrator

UPDATED: September 30, 2002

UPDATED BY: Cara Pavlicek, City Administrator

Updated: March 20, 2007

Updated By: Brenda Gunn, City Administrator

Updated: September 29, 2009

Updated By: Brenda Gunn, City Administrator

This policy is intended to be a guide to the City of La Vista's purchasing methods and maximize the purchasing power and value of public funds. When used properly, the policy will enable the City to obtain needed materials, equipment, supplies and services efficiently and economically. The policy is designed to:

1. Comply with the legal requirements of public purchasing and procurement including City Code and State Statute.
2. Maintain a purchasing system of quality and integrity that promotes efficiency, effectiveness and equity in public purchasing.
3. Assure vendors that impartial and equal treatment is afforded to all who wish to do business with the City.
4. Ensure that the City receive maximum value for each dollar spent by awarding purchase orders and/or contracts to the lowest responsible bidder, taking into consideration quality, performance, technical support, delivery schedule, past performance and other relevant factors.
5. Promote good and effective vendor relations, cultivated by informed and fair buying practices and strict maintenance of ethical standards.

General Guidelines

1. Local Buying

Whenever possible, purchases will be made from local vendors in the La Vista area if quality and price are comparable. Department Heads should ensure that local vendors offering goods or services needed by the City are included in the competitive bidding and/or shopping process. The City has a responsibility, however, to obtain the maximum value for each public dollar spent.

2. Standards of Conduct

All vendors shall be treated equitably. Purchasing decisions shall be based upon price, value, quality, performance, delivery, references, recommendation by City consultants, written standards, previous service and other relevant factors promoting the best interest of the City.

Employees are prohibited from furnishing to any prospective bidder information that would give any vendor an unfair advantage over other prospective vendors.

While a Department Head may delegate minor purchases to employees, he/she is still responsible for ensuring such purchases are made according to the provisions of this policy.

No Department Head or employee is authorized to make any commitment to any salesperson or firm that will bind the City in any way. No employee shall make any

indication to a salesperson that he/she will recommend a particular product for purchase.

Employees shall not have financial interest in the profits of any contract, service or other work performed by or for the City; nor shall they personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company. (Employee Handbook 3.18)

Employees or MVFD shall not accept of any type of free or preferred service, benefit, or concession from any person or company that is not offered to the public at large. (Employee Handbook 3.18)

3. Planning

Department Heads shall requisition goods and services in such a way as to allow time for competitive bidding, ordering and delivery of materials in accordance with this policy. Exceptions shall be made only on rare occasions, when a true emergency exists. Small orders and last minute purchases should be minimized. The purchasing process begins with the annual budget.

4. Taxes

The City is exempt from all local and state sales taxes. The Finance Department will provide the necessary exemption documents (Nebraska Department of Revenue Form 13) to any vendor upon request.

5. Subdivision of Purchases

No purchase shall be subdivided for the purpose of circumventing the dollar value limitations imposed by State Statute, City ordinance, City policy or any guidelines established by the City Administrator.

6. Public Access

Purchasing information shall be a public record and will be made available to citizens, vendors, or the media upon written request.

Purchasing Guidelines

Amount of Purchase	Appropriate Procedure
\$50.00 or less	Petty Cash Procedures
Less than \$500	Request for Payment Procedures or Invoice Submitted
\$500 to \$4,999 Purchases	Requisition/Purchase Order Procedures Informal Bids (verbal, fax, email, written), 3 Quotes, or State Contract
\$5,000 to \$20,000 Purchases	Requisition/Purchase Order Procedures Informal Bids (verbal, fax, email, written), 3 Quotes, or State Contract Award by Council
Over \$20,000	Formal Bid Procedures Competitive Award by Council

Purchasing Procedures

1. Petty Cash

Petty cash funds are used to avoid the time and expense of issuing checks for small incidental cash purchases that do not exceed \$50 (unless purchased from an authorized vendor who has been issued a blanket PO). The use of petty cash should not be considered a substitute for regular purchasing procedures. Employees requesting reimbursement for a purchase shall complete a Petty Cash Reimbursement Form that must be signed and coded by the Department Head. A receipt for the expenditure must be attached to the form. Forms shall be submitted to department designee. Petty cash reimbursements will not be sent via interoffice mail.

Requisition/Purchase Order Procedures

1. Purchases Less Than \$500

Department Heads are authorized to approve budgeted purchases under \$500. When a purchase has been made, the Department shall submit a Requisition confirming that the item(s) have been ordered and/or received. Any invoice or other documentation should be attached to the purchase order.

There are occasions when payment is needed prior to receipt of goods or when there is not an invoice. These occasions could include but are not limited to vendors requiring payment or partial payment in advance, mail-in catalog orders requiring pre-payment, license fees for undercover vehicles, or conference registrations requiring pre-payment. A requisition shall be submitted for these expenditures and a written quote, copy of the catalog order, registration form or other documentation supporting the expenditure must be attached.

Manual Checks – The City of La Vista discourages the use of manual checks however, on those occasions when time constraints prohibit the use of a requisition, the Department Head may request a manual check with supporting documentation attached. All requests for manual checks must be approved by the Finance Director.

Deleted: a check request form must be completed and signed by

Deleted: and su

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2. Purchases Over \$500 up to \$4,999

Department Heads shall obtain three informal bids or quotes. These quotes can be obtained verbally, via fax, email, or U.S. mail. A state bid may also be used. Information regarding the quotes or state bid should be submitted on the Requisition.

A Requisition requesting the proposed expenditure shall be submitted in advance of purchase or commitment to purchase. No commitment to purchase or expend budgeted funds may be made by a Department Head, employee or MVFD without a Purchase Order. If the Department Head or his/her designee approves the Requisition, the Finance Department will automatically "roll" the Requisition into a Purchase Order. The Purchase Order will be returned to the initiating Department. The Department Head is responsible for sending a copy of the Purchase Order to the vendor.

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3. Purchases Over \$5,000 up to \$20,000

All purchases over \$5,000 must be budgeted and require prior City Council approval.

Department Heads shall obtain three informal bids or quotes. These quotes can be obtained verbally, via fax, email, or U.S. mail. A state bid may also be used. Information regarding the quotes or state bid should be submitted on the Requisition.

A draft Council Report (blue letter), draft resolution, and information regarding the quotes or state bid shall be submitted to the City Administrator for review. Submission of these materials does not guarantee that the item will be on the next City Council agenda. The City Administrator shall determine when the information will be presented to the City Council for approval based on cash flow and other considerations.

Upon approval by the City Council, a requisition requesting the proposed expenditure shall be submitted. No commitment to purchase or expend budgeted funds may be made by a Department Head, employee or MVFD without a Purchase Order. If the Department Head or his/her designee approves the Requisition, the Finance Department will automatically "roll" the Requisition into a Purchase Order. The Purchase Order will be returned to the initiating Department. The Department Head is responsible for sending the Purchase Order to the vendor.

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4. Purchases Over \$20,000

In addition to requiring prior City Council approval, purchases over \$20,000 are subject to the City's formal bidding process.

Department Heads shall prepare detailed specifications for the project or purchase. The specifications, a proposed timeline, a draft Council Report (blue letter) requesting permission to seek bids, and a draft resolution shall be submitted to the City Clerk for review. Submission of these materials does not guarantee that the item will be on the next City Council agenda. The City Administrator shall determine when the information will be presented to the City Council for approval based on cash flow and other considerations.

Once bids have been received and reviewed, the Department Head shall submit a draft Council Report (blue letter), draft resolution, and information regarding the bids to the City Administrator for review. Submission of these materials does not guarantee that the item will be on the next City Council agenda. The City Administrator shall determine when the information will be presented to the City Council for approval based on cash flow and other considerations.

Upon approval by the City Council, a requisition requesting the proposed expenditure shall be submitted. No commitment to purchase or expend budgeted funds may be made by a Department Head, employee or MVFD without a Purchase Order. If the Department Head or his/her designee approves the Requisition, the Finance Department will automatically "roll" the Requisition into a Purchase Order. The Purchase Order will be returned to the initiating Department. The Department Head is responsible for sending a copy of the Purchase Order to the vendor.

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Blanket Purchase Orders

1. Blanket purchase orders will be issued to established vendors utilized by departments for day to day supplies or services. The Finance Director shall designate what level of activity constitutes issuance of a blanket purchase order.
2. When a purchase under \$500 is made from a vendor that has been issued a blanket purchase order, the receipt/invoice should be stamped, coded, authorized by the Department Head, and sent to Accounts Payable for reconciliation with the vendor's monthly statement. A requisition is not required.

3. When a purchase over \$500 is made from a vendor that has been issued a blanket purchase order, the requisition/purchase order procedures will be followed.

Sole Source Purchases

1. Sole source purchases are permissible if the item or service being requested is available from only a single supplier. Some examples of circumstances that could necessitate sole source purchases are:
 - a. Compatibility of technical equipment, accessories, or replacement parts is the paramount consideration.
 - b. The purchase of supplies or equipment for which there is no competitive product.
 - c. The purchase of used equipment, which may become immediately available and subject to prior sale.
 - d. There is a clear and compelling reason that sole source purchasing is justified and it is approved by the City Administrator.
2. Any request that a purchase be restricted to one potential supplier shall be accompanied by a written explanation as to why no other will be suitable or acceptable to meet the need.
3. In cases of reasonable doubt, competition should be solicited.

Emergency Purchases

1. Occasionally purchases need to be made on an emergency basis. An emergency is defined as a situation that occurs and if not immediately corrected would jeopardize the health, safety, and/or property of citizens, the health and safety of City employees, and/or the property of the City.
2. If emergency purchases are needed during business hours, contact the Finance Director and begin the appropriate purchasing procedure immediately following the purchase. When emergency purchases occur during non-business hours, begin the appropriate purchasing procedure the next business day.
3. Emergency purchases shall be limited only to a quantity of those supplies, equipment, materials, or services necessary to meet the emergency.

Items not budgeted for require approval of the City Administrator prior to commitment for the expenditure. The Department Head shall clearly note the lack of budget authorization and proposed source of funding.

Travel and Training

Travel and training opportunities are approved as part of the annual budget process unless otherwise determined by the City Administrator. A Travel and Training Form and accompanying documentation must be completed and submitted to the Finance Department for all budgeted educational/professional conferences or seminars requiring overnight travel.

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Office Supplies — Prior City Administrator Approval Required

All consumable office supplies and office equipment which does not qualify as a fixed asset are centrally ordered through City Hall, via an Office Supply Order form or an Office Supply Special Order form. Departments may not order office supplies directly.

Refunds — Prior Approval Required

A memo shall be submitted to the City Administrator for prior approval for all refunds. Once approved, a requisition will be completed. *The Department Head shall clearly note the reason for a refund on the requisition.*

Expenditures to be Reimbursed by Insurance — Prior City Administrator Approval Required

When submitting a requisition to the City Administrator for approval of an expenditure that is to be considered for insurance reimbursement, the potential for such reimbursement shall be noted in the information line on the requisition form.

City Issued Credit Card

City credit cards may be issued to Department Heads to make authorized purchases for official City business. Their use should primarily be related to official City travel, but other uses may be permitted.

Travel related purchases for which a City credit card can be used include but are not limited to:

- Airline reservations;
- Hotel reservations;
- Registration fees;
- Meals.

Other types of credit card purchases shall be limited only to those items for which no other method of payment is available, e.g. a purchase over the Internet from a company which does not accept payments by any method other than a credit card.

The use of a City credit card does not eliminate any of the criteria established for prior approval for purchases. A Purchase Order and supporting documentation is required and should be submitted to Accounts Payable.

Under no circumstances are City credit cards to be used for personal expenditures, even if the expenditure is made with the intent to reimburse the City.

City Issued Credit Card — Vendor Specific

Credit cards for specific vendors (i.e. Office Depot, Hobby Lobby, Wal-Mart) may be issued to the City by the vendor in lieu of a blanket purchase order arrangement.

Purchases made on a vendor specific City credit card that are under the \$500 limit, require the Department Head to stamp, code and sign the receipt and forward it to Accounts Payable.

No commitment to purchase or expend budgeted funds over the \$500 limit may be made by a Department Head, employee or MVFD without a Purchase Order, including purchases made

Deleted: n approved Requisition

with a vendor specific City credit card. Purchase Order and supporting documentation is required and should be submitted to Accounts Payable.

Under no circumstances are City credit cards to be used for personal expenditures, even if the expenditure is made with the intent to reimburse the City.

Multiple Department Purchases

Departments ordering goods for another department must obtain the approval of both Department Heads on the requisition.

Consent Agenda

The following items will be processed for payment on the City Council Consent Agenda:

1. Invoices for progress payments on a contract authorized by the City Council.
2. Contract change orders in excess of \$5,000.

Deleted: K:\APPS\CITYHALL\SOP\Purchasing 07 Update

L

RESOLUTION NO. _____

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

WHEREAS, the property owners of
7506 Joseph Ave., Lot 378/La Vista Replat, \$306.05, and
9214 Autumn Lane, Lot 68/S&S's Harvest Hill, \$292.94
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

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OFFICIAL USE

7	0	0	9	0	8	2	0	0	0	1	7	6	8	4	4	5	1	0
Postage \$																		
Certified Fee																		
Return Receipt Fee (Endorsement Required)																		
Restricted Delivery Fee (Endorsement Required)																		
Total Postage & Fees \$																		

8/26/09
8/26/09

Postmark
Here

*THE BANK OF NEW YORK
400 COUNTRYWIDE WY
Sm. Valley Ca 93065*

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p>X</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>Received by (Printed Name) NELSON A. HERNANDEZ C. Date of Delivery</p> <p>SEP 11 2009 2009</p> <p><i>NOTES</i></p>	
<p>1. Article Addressed to:</p> <p><i>THE BANK OF NEW YORK 400 COUNTRYWIDE WY Sm. Valley Ca 93065</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><i>SEP 11 2009</i></p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7009 0820 0001 7684 4558</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
		<p>102595-02-M-1540</p>	



August 25, 2009

The Bank of New York
400 Countrywide Wy
Simi Valley, CA 93065

RE: 7506 Joseph Ave
Lot 378/La Vista Replat /Sarpy County, NE

To Whom It May Concern:

On July 28, 2009, the property on Joseph Ave in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On July 30, 2009, the Public Works Department mowed and line-trimmed the entire yard. The cost of \$306.05 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim		
Three Workers, 2 Hours Each		117.30
Equipment Cost		135.50
Materials		3.25
TOTAL	\$	306.05

Please remit \$306.05, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on November 3, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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

August 7, 2009

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
7506 Joseph Ave.

The following is a list of the expenses incurred by the Public Works Department on July 30, 2009 while mowing and line-trimming the entire property at 7506 Joseph Ave., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	2	\$57.54
Employee #2	\$9.00	2	\$18.00
Employee #3	\$20.88	2	\$41.76
TOTAL			\$117.30

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 3/4 ton pickup	\$25.00	2	\$50.00
(1) 2-wheel trailer	\$4.75	2	\$9.50
(1) 36" walk behind mower	\$15.00	2	\$30.00
(1) leaf blower	\$8.00	2	\$16.00
(2) line-trimmers at \$7.50 each	\$15.00	2	\$30.00
TOTAL			\$135.50

MATERIALS:

(5) heavy duty trash bags at \$.65 each	\$3.25
TOTAL	\$3.25

TOTAL LABOR, EQUIPMENT and MATERIALS: **\$256.05**

7/29/09

7506 Joseph

Needs mowed;
no notice needed.

Before pictures taken
7/28/09 and
work order created.



07/28/2009



07/28/2009



07/28/2009



07/30/2009



07/30/2009

Active

Parcel Number: 010414096
 Location: 07506 \JOSEPH AVE
 Owner: THE BANK OF NEW YORK
 C\O TRUSTEE
 Mail Address: 400 COUNTRYWIDE WY
 SIMI VALLEY CA 93065-
 Legal: LOT 378 LA VISTA REPLAT
 Tax District: 27002
 Map #: 2959-14-1-30051-000-0522



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009			
Style:	Raised Ranch		
Year Built:	1960	Bedrooms	3
Bathrooms	1	Total Sqft	864
Total Bsmt Finish Sqft	168	Bsmt Total Sqft	864
Garage Type		Garage Sqft	0
Lot Depth	112	Lot Width	60
Misc			
Description	Sqft or Quantity		
BSMT GARAGE FINISH	312		
CONCRETE STOOP	16		
YARD SHED	96		
DRIVEWAY	1		

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OFFICIAL USE

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

Sent to *TRAVIS & AMELIA KUHNMANN*
Street, Apt. No.: *9214 AUTUMN LANE*
or PO Box No. *Co VISTA NE 88128*
City, State, ZIP+4 *Co VISTA NE 88128*

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Travis & Amelia Kuhnmann</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Travis & Amelia Kuhnmann</i></p> <p>C. Date of Delivery <i>9-10-09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: <i>SEP 11 2009</i></p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
1. Article Addressed to:		7009 0820 0001 7684 4527	
2. Article Number (Transfer from service label)		7009 0820 0001 7684 4527	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



August 25, 2009

Travis Kuhlmann & Amelia Brockman-Kuhlmann
9214 Autumn Lane
La Vista, NE 68128

RE: Lot 68/S & S's Harvest Hill /Sarpy County, NE

Dear Mr. and Mrs. Kuhlmann:

On July 21, 2009, your property on Autumn Lane in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On July 30, 2009, the Public Works Department mowed and line-trimmed the entire yard, and removed trash and debris. The cost of \$177.60 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim and Remove Trash/Debris		
Three Workers, 1 Hour Each		59.85
Equipment Cost		67.75
TOTAL	\$	177.60

Please remit \$177.60, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on November 3, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

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

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8305 Park View Blvd.
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9110 Giles Rd.
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f: 402-537-3902

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

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

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

August 7, 2009

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
9214 Autumn Lane

The following is a list of the expenses incurred by the Public Works Department on July 30, 2009 while mowing and line-trimming the entire property; and removing trash and debris at 9214 Autumn Lane, per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	1	\$28.77
Employee #2	\$9.00	1	\$9.00
Employee #3	\$22.08	1	\$22.08
TOTAL			\$59.85

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 3/4 ton pickup	\$25.00	1	\$25.00
(1) 2-wheel trailer	\$4.75	1	\$4.75
(1) 36" walk behind mower	\$15.00	1	\$15.00
(1) leaf blower	\$8.00	1	\$8.00
(2) line-trimmers at \$7.50 each	\$15.00	1	\$15.00
TOTAL			\$67.75

TOTAL LABOR and EQUIPMENT: **\$127.60**

City of La Vista

Service Request Form



Council Member

Citizen

Employee

Caller's Name: Anonymous

Address:

Phone Number:

Date Received: 7/20/9

Time Received: 10:00am

Received By: TEK

Request by Phone

Request by Mail

Request in Person

Nature of Request: At 9214 Autumn Ln, there is a small oil barrel sitting in front of the garage - caller estimates it to be 15-20 gallon. Caller also states there are several bags of trash which have been sitting by the garage for about six months, and that there is a Ford Explorer parked on the driveway there with expired plates.

Department Responsible for Action:

Assigned Date:

Report of Action:

Date Accomplished:

Reviewed by DH:

Date:

Reviewed by CA:

Date:

Date Mailed:

Date 7/21/09
Location 9214 Autumn Lane
Violation 133.01 litter/junk
Time to Comply 5 days
Vehicle Description _____

Follow-up Officer

Valerie Hulisse
Due: 7/26/09

Valerie Houloose

From: Bryan Waugh
Sent: Thursday, July 30, 2009 9:20 AM
To: Valerie Houloose
Cc: Kevin Pokorny
Subject: 9214 Autumn Lane

Val,

We had already tagged that Explorer and it was due to be towed. Officer Stolley towed it from the property yesterday, IR#09-8864. Will you take care of updating the action report to include this action?

Thanks,

Bryan D. Waugh
Police Sergeant
La Vista Police Department
7701 S. 96th St.
La Vista, NE 68128
(402) 331-1582
bwaugh@cityoflavista.org

This Communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you received this in error, please reply immediately to the sender and delete this message. Thank you.

7/30/09 Amy contacted me crying; she said she thought the yard had been mowed enough. See before pictures. I explained there were many areas left not mowed and that we would be cleaning up the property this time. I did tell her the City might work out a payment plan & they could plead their case to City Council. Upon arrival at the residence, before the clean-up started, Travis came out, he was upset about being constantly harassed about different things going on at the property. after a very long discussion 7/30/2009 I asked him to contact me once he received the bill and I would help him through the process of pleading.

his case. They both have some hardships they are dealing with; especially the way the economy is at this point.

Date 7/21/09
Location 9214 Autumn Lane
Violation 133.01 litter/junk
Time to Comply 5 days

Vehicle Description _____



Employee

Follow-up Officer

Valerie Halosse

Due: 7/26/09

Phone Number:

Date Received: 7/20/9

Time Received: 10:00am

Received By: TEK

Request by Phone

Request by Mail

Request in Person

Nature of Request: At 9214 Autumn Ln, there is a small oil barrel sitting in front of the garage - caller estimates it to be 15-20 gallon. Caller also states there are several bags of trash which have been sitting by the garage for about six months, and that there is a Ford Explorer parked on the driveway there with expired plates.

Department Responsible for Action:

Assigned Date:

Report of Action:

Date Accomplished:

7/28/09 Took before
picture & turned over
& Public Works to mow
and lens trim the property.
The front was mowed, the back
& sides not. Trash was left
tree debris and Ford Explorer
with expired plates. Vehicle
turned over to the Police
Dept. I suggest an officer
stand-by.

Date Mailed:

Clean-Up Notice

July 29, 2009

Travis Kuhlmann & Amelia Brockman-Kuhlmann
9214 Autumn Lane
La Vista, NE 68128

A Public Works crew will be at the above referenced property on July 30th, 2009, to finish cleaning up the property. The entire property has not been mowed, garbage is in the driveway, and tree debris in the back yard has not been disposed of.

The Ford Explorer has been turned over to the Police Department.

The dog must be inside or the Humane Society will be contacted to assist, and a police officer will be on stand-by outside the residence. All costs accrued by these agencies will be assessed against the property. Once the crew is on site, the billing begins. No other notice will be given for this clean-up or future violations for the rest of this growing season, and no other grace periods will be given.

If you have any questions please contact this office at (402) 331-4343.

Thank you,



Valerie Houloose
Code Enforcement Officer
City of La Vista

Valerie Houloose

From: Tom Kacmarynski
Sent: Monday, August 03, 2009 10:27 AM
To: Valerie Houloose; Cindy Norris
Cc: Jeff Sinnett; Ann Birch; Sharon Dennis; Joe Soucie
Subject: Kudos from a caller

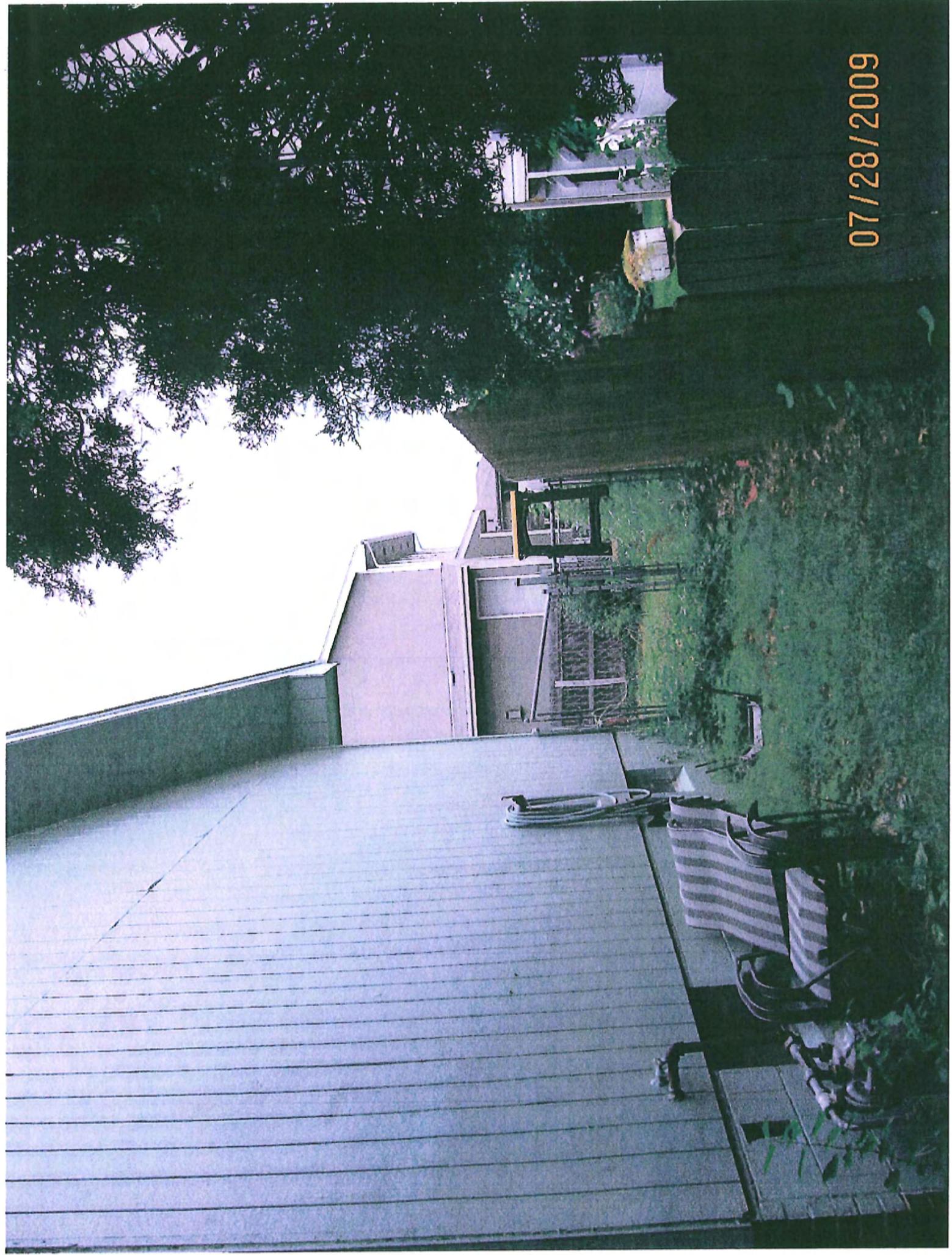
A gentleman called in this morning regarding the property at 9214 Autumn Lane. Apparently a service request had been generated for this address, and the caller wanted to compliment the City on the great job done in mowing and cleaning up the property. He said it looks better than it ever did, and I believe he also said some neighbors commented on how nice it now looks. Cindy, if you could pass this along to the involved parties, that would be great.

Tom Kacmarynski
Secretary
City of La Vista
8116 Park View Blvd.
La Vista, NE
Ph: 402-331-4343
Fax: 402-331-4375
Email: tkacmarynski@cityoflavista.org
Website: www.cityoflavista.org

07/28/2009



07/28/2009



07/28/2009

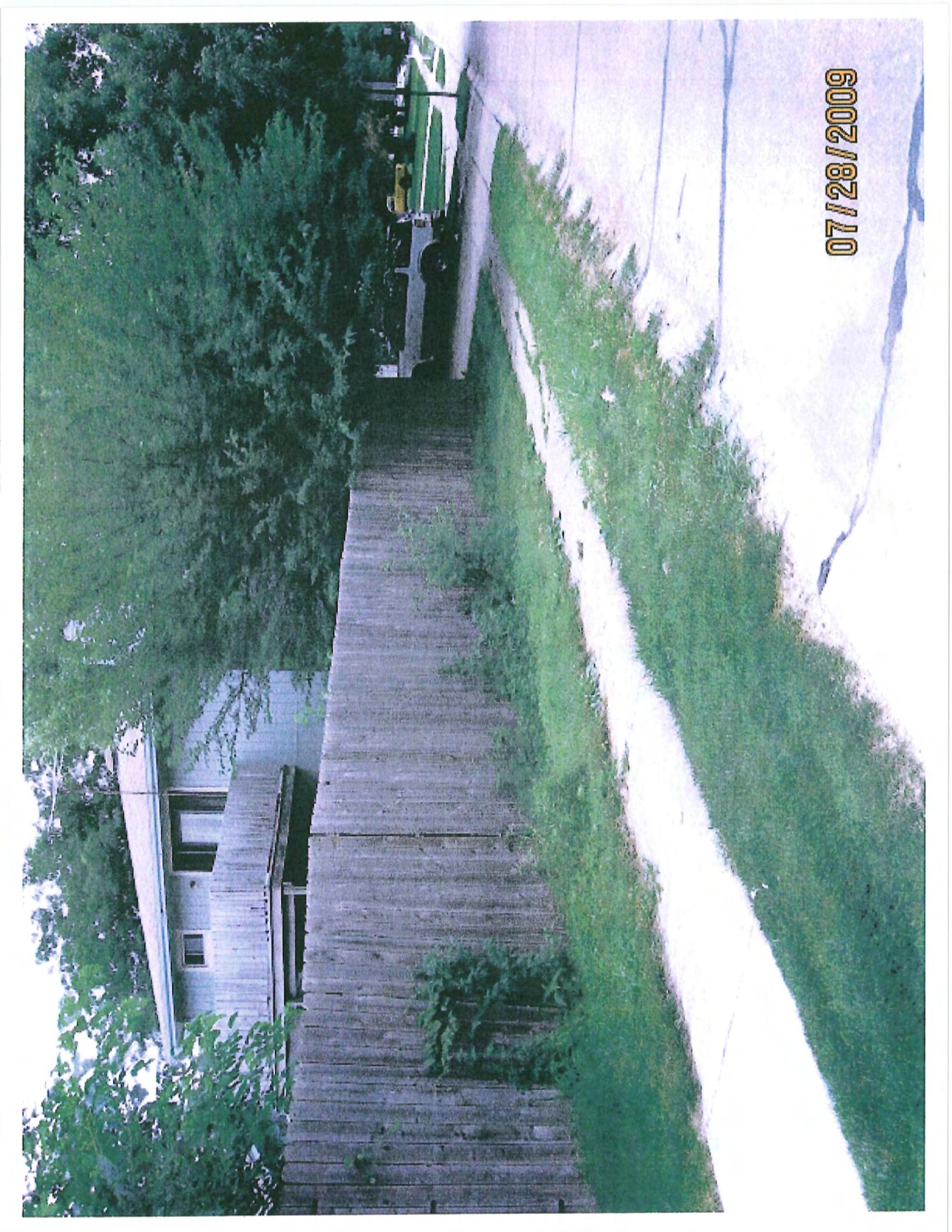


07/28/2009



07/28/2009





07/28/2009

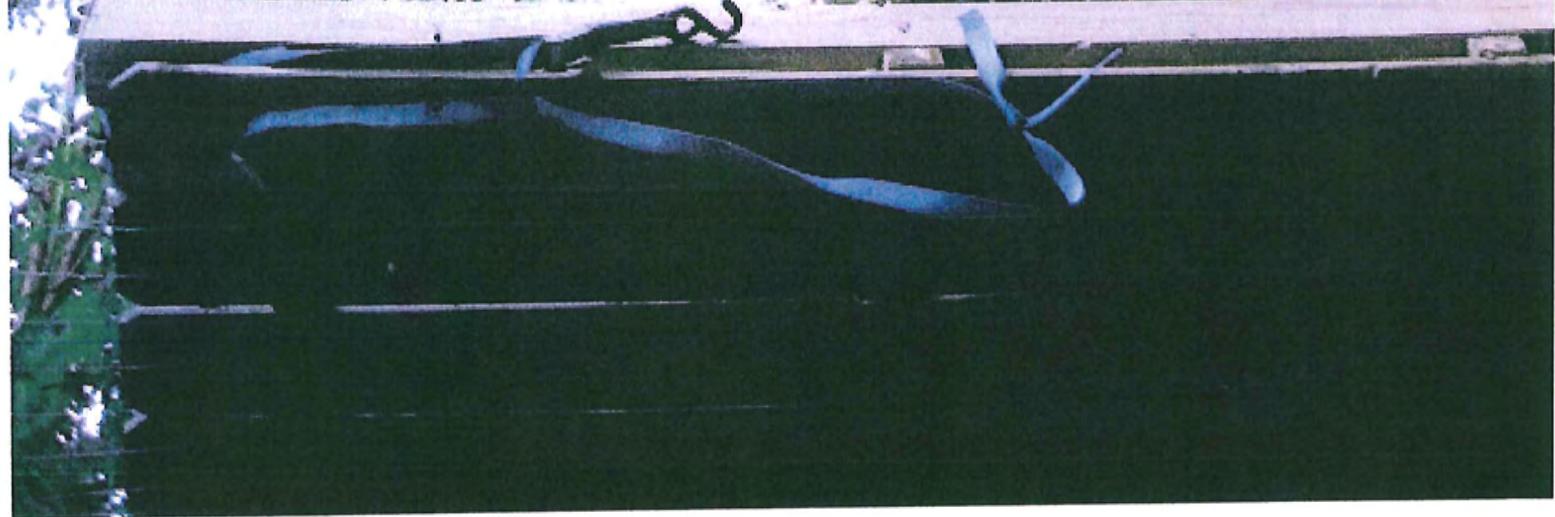
07/30/2009



07/30/2009



07/30/2009



07/30/2009





07/30/2009

07/30/2009



07/30/2009



07/30/2009





07/30/2009

Active

Parcel Number: 010503471
 Location: 09214 \AUTUMN LN
 Owner: KUHLMANN/TRAVIS M
 C/O & AMELIA BROCKMAN-KUHLMANN
 Mail Address: 9214 AUTUMN LN
 LA VISTA NE 68128-
 Legal: LOT 68 S & S'S HARVEST HILL
 Tax District: 27002
 Map #: 2959-15-0-30014-000-0068



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Tri-Level		
Year Built:	1975	Bedrooms	3
Bathrooms	2.5	Total Sqft	1743
Total Bsmt Finish Sqft	260	Bsmt Total Sqft	520
Garage Type	Built-in	Garage Sqft	494
Lot Depth	1	Lot Width	8400
Misc			
Description	Sqft or Quantity		
OPEN SLAB PORCH	200		
COVERED OPEN PORCH	81		
WOOD DECK	192		
SGLE 1/S FIREPLACE	1		
DRIVEWAY	1		
DRIVEWAY	1		

Sales Information (Updated 8/23/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
2/2/2001 2001-8441	RYKS/ERIC R & NORENE 9214 AUTUMN LN LA VISTA NE 68128-0000	KUHLMANN/TRAVIS M & AMELIA BROCKMAN-KUHLMANN 9214 AUTUMN LN LA VISTA NE 68128-	\$111,500	\$111,500

Valuation Information
Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$23,000	\$130,652	\$0	\$153,652	NO
2008	\$23,000	\$129,387	\$0	\$152,387	NO
2007	\$23,000	\$124,462	\$0	\$147,462	NO
2006	\$23,000	\$120,124	\$0	\$143,124	NO
2005	\$23,000	\$113,641	\$0	\$136,641	NO
2004	\$21,000	\$106,791	\$0	\$127,791	NO
2003	\$20,000	\$100,000	\$0	\$120,000	NO
2002	\$18,000	\$100,422	\$0	\$118,422	NO
2001	\$18,000	\$92,808	\$0	\$110,808	NO
2000	\$17,460	\$87,915	\$0	\$105,375	NO
1999	\$17,280	\$76,394	\$0	\$93,674	NO
1998	\$15,040	\$73,594	\$0	\$88,634	NO