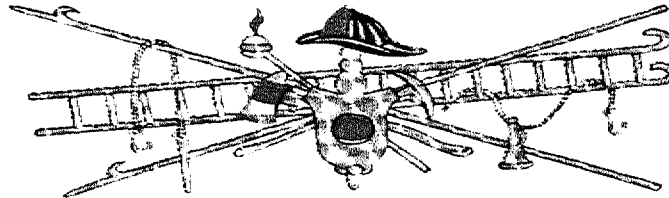


# Certificate of Commendation



THIS CERTIFICATE IS AWARDED TO

**KRIS KINSELLA**

In recognition of his contribution to the saving of human lives on June 5, 2012 during a life-threatening house fire at 7528 S. 88th St., La Vista, Nebraska.



Signature

*Ching Rich Wahl*

Signature

Date

*6/14/12*

Date





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO Rich Carstensen, of the La Vista Recreation Department, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

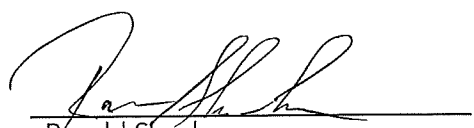
WHEREAS, Rich Carstensen, has served the City of La Vista since July 1, 1997 and

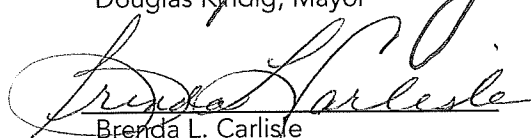
WHEREAS, Rich Carstensen's input and contributions to the City of La Vista have contributed to the success of the City.

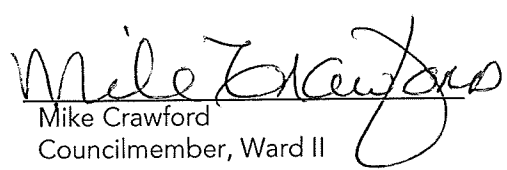
NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to Rich Carstensen on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 3RD DAY OF JULY, 2012.


  
Douglas Kindig, Mayor

  
Ronald Sheehan  
Councilmember, Ward I

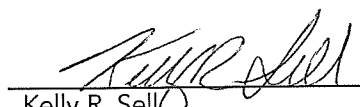
  
Brenda L. Carlisle  
Councilmember, Ward I

  
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—REDFIELD & COMPANY, INC., OMAHA

## LA VISTA CITY COUNCIL MEETING JUNE 19, 2012

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on June 19, 2012. Present were Councilmembers: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Also in attendance were City Administrator Gunn, Assistant City Administrator Ramirez, City Attorney McKeon, City Clerk Buethe, Police Chief Lausten, Fire Public Information Officer Brake, Public Works Director Soucie, Community Development Director Birch, Finance Director Lindberg, Assistant Recreation Director Karlson, Public Building and Grounds Director Archibald, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on June 6, 2012. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

### **PRESENTATION - WINNERS OF ESSAY CONTEST - "I CAN MAKE A DIFFERENCE WHEN I RIDE MY BIKE" - ARTHUR COLLINS; EMILY HOCHESTEIN**

Mayor Kindig and Assistant Recreation Director Karlson presented Essay Contest Winners Arthur Collins and Emily Hochestein with bicycles that had been donated for two La Vista children. Hochestein in turn gifted her bike to her friend Kaitlin as she had stated in her essay.

### **SERVICE AWARD - RAY CRANE- 15 YEARS**

Mayor Kindig recognized Ray Crane for 15 years of service to the City.

### **APPOINTMENT OF FIRE DEPARTMENT RECRUIT - KEN PATON**

Mayor Kindig stated, with the approval of the City Council, he would like to appoint the following Fire Department recruit: Ken Paton. Fire Public Information Officer Brake introduced the new recruit to the Council. Councilmember Sheehan motioned the approval, seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Absent: None. Motion carried.

#### **A. CONSENT AGENDA**

##### **1. APPROVAL OF THE AGENDA AS PRESENTED**

##### **2. APPROVAL OF CITY COUNCIL MINUTES FROM JUNE 5, 2012**

##### **3. MONTHLY FINANCIAL REPORT - MAY 2012**

##### **4. PAY REQUEST - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - APPLEWOOD CREEK IMPROVEMENTS PROJECT - \$3800.05**

##### **5. APPROVAL OF CLAIMS**

A-1 UNITED HEATING & AIR, refund	124.09
AA WHEEL & TRUCK SUPPLY, maint.	70.96
AAT, maint.	4586.75
ABE'S PORTABLES, services	172.56
ACCO UNLIMITED, bld&grnds	1347.45
ACCURATE TESTING, utilities	70.00
ACTION BATTERIES, supplies	201.68
ALAMAR, apparel	3998.99

# MINUTE RECORD

June 19, 2012

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

AMERICAN BOTTLING COMPANY, conc.	461.02
ARAMARK, services	451.26
A-RELIEF SERVICES, services	1454.50
AVI SYSTEMS, equip.	924.00
BAKER & TAYLOR, books	65.04
BATTERIES PLUS, equip.	299.90
BCDM, services	1942.50
BLACK HILLS ENERGY, utilities	19.53
BRENTWOOD AUTO WASH, maint.	140.00
BUILDERS SUPPLY, maint.	36.41
CARDMEMBER SERVICE	6675.43
CENTURY LINK, phone	37.66
CITY OF OMAHA, services	83783.89
CIVIC PLUS, services	12810.00
COSGRAVE COMPANY, equip.	94.00
COX, utilities	192.85
CUMMINS CENTRAL POWER, services	547.89
D & D COMMUNICATIONS, supplies	1177.83
DECOSTA SPORTING GOODS, services	68.00
DEIML, K., services	120.00
DIAMOND VOGEL, bld&grnds	518.67
DOUGLAS COUNTY SHERIFF'S OFC, services	50.00
DULTMEIER SALES & SERVICE, bld&grnds	76.83
DXP ENTERPRISES, maint.	10.88
EDGEWEAR SCREEN PRINTING, apparel	1250.25
ELLIOTT EQUIPMENT, maint.	416.04
FAGIN, K., training	211.95
FARQUHAR, M., training	550.00
FILTER CARE, maint.	100.80
FLORATINE CENTRAL TURF PRODS, supply	461.00
FOCUS PRINTING, printing	75.00
FUTUREWARE DISTRIBUTING, supplies	275.00
GALE, books	72.72
GCR TIRE CENTERS, supplies	753.97
GODFATHER'S PIZZA, supplies	105.08
GRAINGER, supplies	124.00
GRAYBAR ELECTRIC, bld&grnds	594.68
GREAT PLAINS ONE, services	361.48
GROSSENBACHER BROTHERS, supplies	225.00
HEARTLAND AWARDS, apparel	69.25
HEARTLAND PAPER, supplies	642.00
HOBBY LOBBY, supplies	52.67
HOME DEPOT, bld&grnds	355.82
HOOK-FAST SPECIALTIES, apparel	236.57
HUSKER MIDWEST PRINTING, printing	129.24
ICMA, dues	1029.68
INDUSTRIAL SALES, bld&grnds	157.88
J Q OFFICE EQUIP., supplies	1362.78
KRIHA FLUID POWER, maint.	77.22
LARSEN SUPPLY, supplies	34.66
LAUGHLIN, KATHLEEN A, TRUSTEE	474.00
LIBRA INDUSTRIES, maint.	56.64
LIBRARY STORE, supplies	759.60
LOGAN CONTRACTORS SUPPLY, maint.	255.67
LOU'S SPORTING GOODS, equip.	102.46
LOWE'S, bld&grnds	119.21
MAPA, CDBG	134024.00
MARTIN MARIETTA AGGREGATES, maint.	140.06
MATHESON TRI-GAS, maint.	117.69
MELVIN SUDBECK HOMES, services	97269.00



# MINUTE RECORD

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

June 19, 2012

MICHAEL TODD, services	29.80
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	164.52
MIDWEST TAPE, media	478.11
NATIONAL SIGN AND SIGNAL, supplies	181.23
NE DEPT OF MOTOR VEHICLE	11.60
NE IA SUPPLY, supplies	18432.10
NEBRASKA LIBRARY COMMISSION, training	100.00
NMC EXCHANGE, maint.	62.90
NOBBIES, supplies	274.12
NUTS AND BOLTS INC., maint.	403.76
OFFICE DEPOT, supplies	544.71
OPPD, utilities	46706.58
OMAHA WORLD HERALD, adv.	8263.00
OMNI, maint.	809.91
OMNIGRAPHICS, books	81.85
O'REILLY AUTO., maint.	832.12
ORIENTAL TRADING, supplies	141.93
PAPILLION SANITATION, services	304.11
PAPILLION TIRE, maint.	268.98
PARAMOUNT, apparel	329.16
PAUL CONWAY SHIELDS, apparel	489.46
PAYLESS OFFICE, supplies	57.29
PAYROLL MAXX, services	2550.00
PEPSI COLA, conc.	669.60
PERFORMANCE FORD, maint.	5.24
PETTY CASH	167.63
PIGMAN, M., services	500.00
PLAINS EQUIP., equip.	190.86
POC FUND, training	150.00
QUALITY BRANDS, conc.	569.20
REGAL AWARDS, services	330.66
RENO A & E, supplies	204.50
REPUBLIC NATIONAL DISTR, conc.	171.93
RETRIEVEX, services	85.11
RON TURLEY, services	950.00
ROTELLA'S, supplies	94.32
SAM'S CLUB, conc.	1614.85
SAPP BROS, supplies	441.00
SIGN IT, services	76.00
SLIDE CARE, bld&grnds	216.73
SOCCER, apparel	20.00
STATE STEEL, supplies	294.91
STATE TROOPERS NE, training	150.00
STERIL MANUFACTURING, maint.	100.00
STERLING DISTRIBUTING, conc.	134.20
STETSON BUILDING, bld&grnds	255.00
STOLTENBERG NURSERIES, bld&grnds	715.00
STOVER, B., services	910.00
SUN COUNTRY DISTRIBUTING, bld&grnds	22.55
UPBEAT, bld&grnds	174.84
VERIZON, phone	438.88
VERNON, services	984.61
VIERREGGER ELECTRIC, supplies	450.00
WASTE MANAGEMENT NE., bld&grnds	1963.51
WICHITA HEATING & COOLING, refund	46.35
WICK'S STERLING TRUCKS, maint.	246.19
WOWT, ads	1800.00

## **6. APPROVAL OF MANAGER APPLICATION – CLASS C LIQUOR LICENSE – CHILI'S BAR & GRILL – CHARLES LAYNE**

## **7. APPROVE CHANGE IN START TIME OF CITY COUNCIL MEETINGS ON AUGUST 7, 2012**

# MINUTE RECORD

June 19, 2012

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

**AND NOVEMBER 6, 2012 TO 6:00 P.M.**

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

City Clerk Buethe requested that all White Budget Book binders be returned to be used again. Buethe also reported that the La Vista Youth Baseball Fireworks tent would be located at the same site they occupied last year at 96th and Giles.

Police Chief Lausten reported that James Thompson's last day would be June 22, 2012, and Stacy Corbit's last day was June 16, 2012. The position as Code Enforcement officer has been filled by Collin "Lucky" Rupert.

Fire Public Information Officer Brake reported that a fire extinguisher trainer had been purchased and a demonstration was scheduled for July 3, 2012.

Public Works Director Soucie stated that 9 trees were across roadways in the City in the last storm. 8 of those trees were cut and removed from across the roadways by Citizens by the time crews were dispatched. Soucie also reported that staff was working the Slumpbuster Tournament that continues through June 28, 2012.

Mayor Kindig thanked Soucie for making the decision to send crews out to assist Citizens in tree removal during the storm and thanked the Public Works Staff for their hard work in clean up.

Community Development Director Birch reported that EDAW submitted 84<sup>th</sup> Street Forward and received a planning award.

Public Buildings and Grounds Director Archibald reported that the Wireless Upgrade will involve FAA approval and once that approval is received the FCC will issue the license.

Assistant Recreation Director Karlson reported that 23 Chefs attended the Little Chefs program that was put on in combination by the Library and Recreation Department. Karlson also reported that 13 Children attended another dual program by the Library and Recreation Department called Summer Escapes where children played with bubbles, games and enjoyed popsicles. Karlson reminded the Mayor and Council that the first Movie and Concert night was being held on June 22, 2012 at 7p.m. at the Library. Karlson reported that Bike Safety Day will be held June 26, 2012. A Bike Rodeo and Family Bike Ride would continue at the La Vista Sports Complex.

## **B. APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT APPROVAL – LOTS 1-3, MAYFAIR 2<sup>ND</sup> ADDITION, REPLAT FIVE (NW OF 96<sup>TH</sup> AND GILES)**

Councilmember Carlisle made a motion to continue the public hearing opened May 15, 2012 and continued until June 19, 2012 until the July 3, 2012 meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Absent: Quick. Motion carried.

## **C. ORDINANCE – RIGHT OF WAY VACATION AND CONVEYANCE – SOUTH SIDE OF HARRISON EAST OF 83<sup>RD</sup> STREET**

Councilmember Carlisle introduced and moved for adoption of Ordinance 1176 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1170 VACATING, AND RESERVING AND RETAINING TITLE IN THE CITY TO, AND DIRECTING THE SALE AND CONVEYANCE OF, A PART OF HARRISON STREET RIGHT-OF-WAY LOCATED IN THE NW ¼ OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; TO REPEAL ORDINANCE NO. 1170 AS ORIGINALLY ADOPTED; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

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

# MINUTE RECORD

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

June 19, 2012

Said ordinance was then read by title and thereafter Councilmember Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Carlisle. The Mayor then stated the question, "Shall Ordinance No. 1176 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. The following voted nay: None. The following abstained: None. The following were absent: Quick. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. ORDINANCE - AMEND MUNICIPAL CODE 72 - PARKING REGULATIONS**

Councilmember Gowan introduced and moved for adoption of Ordinance 1177 entitled: AN ORDINANCE TO AMEND CHAPTER 72 OF THE LA VISTA MUNICIPAL CODE REGARDING PARKING REGULATIONS BY AMENDING SECTIONS 72.16 REGARDING MANNER OF PARKING AND 72.24 REGARDING CURRENT LICENSE AND ADDING TWO NEW SECTIONS: 72.26(A) and (B) REGARDING ARTERIAL STREETS AND 72.27 REGARDING CUL DE SACS; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; 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, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. The following voted nay: None. The following were absent: Quick. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Gowan moved for final passage of the ordinance which motion was seconded by Councilmember Carlisle. The Mayor then stated the question, "Shall Ordinance No. 1177 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. The following voted nay: None. The following abstained: None. The following were absent: Quick. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **E. ORDINANCE - AMEND POLICE RETIREMENT PLAN**

Councilmember Crawford introduced and moved for adoption of Ordinance 1178 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST, FOR CHANGES IN APPLICABLE STATE LAWS; TO AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS AND FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND 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, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. The following voted nay: None. The following were absent: Quick. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance. Councilmember Sheehan commented that this change was required by State Law.

Said ordinance was then read by title and thereafter Councilmember Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Ellerbeck. The Mayor then stated the question, "Shall Ordinance No. 1178 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. The following voted nay: None. The following abstained: None. The following were absent: Quick. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

# MINUTE RECORD

June 19, 2012

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

## **F. RESOLUTION – COUNCIL POLICY STATEMENT – MARKING HIKING/BIKING TRAIL CROSSINGS ON PUBLIC STREETS**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 12-069; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A COUNCIL POLICY STATEMENT PERTAINING TO MARKING HIKING/BIKING TRAIL CROSSINGS ON PUBLIC STREETS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 recommendation by the Public Works Director, the Recreation Director, and the Police Chief, in consultation with staff, has been made regarding procedures pertaining to the marking of hiking/biking trail crossings on public streets;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement pertaining to the marking of hiking/biking trail crossings on public streets and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Seconded by Councilmember Carlisle. Councilmember Sheehan asked if the signs were following a pattern, and were there signs reminding bikers to walk bikes when needed? City Engineer Kottmann replied that the signs were following a pattern and he would need to check into bike walking signs. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## **G. RESOLUTION – STRATEGIC PLAN 2012-2014**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 12-070; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT STRATEGIC PLAN 2012-2014.

WHEREAS, the Mayor and City Council recognize the importance and value of having a deliberate planning process to help guide all facets of city government; and

WHEREAS, the Mayor and City Council believe that it is essential to set goals and review them periodically to ensure progress; and

WHEREAS, the Mayor and City Council discussed the strategic plan at a work session held during their regularly scheduled meeting on Tuesday, March 20, 2012 to:

1. Ensure that the city's priorities are aligned with changing conditions and new opportunities.
2. Create shared commitments among council members and city staff concerning short-term and long-term endeavors.
3. Assess the city's present and future strengths, weaknesses, opportunities and threats; and

WHEREAS, the attached Strategic Plan 2012-2014 is developed as a collaborative effort between the Mayor and City Council and the City's management team and establishes the organizational priorities for a two year planning period.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan 2012-2014 as attached and presented at the June 19, 2012 City Council meeting.

Seconded by Councilmember Ellerbeck. Councilmember Crawford stated that he would like to see the Mayor's Leadership Council moved up on the priority list. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

# MINUTE RECORD

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

June 19, 2012

## COMMENTS FROM THE FLOOR

Resident Martin Ware approached the Mayor and Council about enforcing the Ordinance's and Law's in regard to properties being kept up.

## COMMENTS FROM MAYOR AND COUNCIL

No Comments from the Mayor or Council.

At 7:40 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF JULY, 2012.

CITY OF LA VISTA

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

ATTEST:

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

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

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

## Meeting of Board of Directors

### LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

#### MINUTES OF MEETING

May 14, 2012

4:00 p.m.

Members Present: Pat Archibald      Rose Barcal      Brenda Gunn  
                         Rich Hanneman      Robin Hixson

Absent: Dave Koebel

Agenda Item #1: Announcement of Location of Posted Meetings Act:

A copy of the Open Meetings Act is posted on the North wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of Meeting.

Notice of Meeting was published by the City and College in the Times and the Omaha World-Herald. Moved by Hanneman and seconded by Gunn to approve. Ayes: all. Nays: none.

Motion approved.

Agenda Item #3: Approval of the Minutes From February 21, 2011 Meeting.

Motion was made by Gunn to approve and seconded by Hanneman. Ayes: all. Nays: none.

Motion approved.

Agenda Item #4: OPPD Geothermal System

Hanneman reported that an agreement for repairs has been signed.

Agenda Item #5: Alarm System. Questions regarding the alarm notification process have been addressed and satisfied. Motion to consider this a completed item was moved by Gunn and seconded by Hixson. Ayes: all. Nays: none. Motion approved.

Agenda Item #6: Other Business

- Hanneman reported that the budget will remain the same as the previous budget year.
- Archibald reported that in order to accomplish city wireless access, the tripod/pipe for satellite access has been installed on the library roof.
- Hixson asked if an accent wall in the commons would be a preferred update, and will contact the college designer (Michelle Hackney) for color samples.

Agenda item #7: Next Meeting.

Monday, August 13, 2012 at 4:00pm La Vista Public Library, Room #142.

It was moved by Gunn and seconded by Hanneman to adjourn the meeting at 4:50 p.m.

Minutes respectfully submitted by Robin Hixson

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
-----									
1	Bank of Nebraska (600-873)								
46203					Payroll Checks				
Thru 46204									
46205					Gap in Checks				
Thru 107847									
107848	6/20/2012	2625	CARDMEMBER SERVICE-ELAN			2,085.51			**MANUAL**
107849	6/20/2012	1194	QUALITY BRANDS OF OMAHA			503.00			**MANUAL**
107850	6/20/2012	143	THOMPSON DREESSEN & DORNER			3,800.00			**MANUAL**
107851	6/20/2012	846	DATA TECHNOLOGIES INC			1,500.00			**MANUAL**
107852	6/20/2012	3702	LAUGHLIN, KATHLEEN A, TRUSTEE			474.00			**MANUAL**
107853	6/25/2012	1840	NE DEPT OF MOTOR VEHICLE-94789			6.60			**MANUAL**
107854	6/27/2012	2427	WESTERHOLT, DAVE			1,200.00			**MANUAL**
107855	7/03/2012	4332	ACCO UNLIMITED CORP			132.00			
107856	7/03/2012	886	ACCURATE TESTING INC			105.30			
107857	7/03/2012	762	ACTION BATTERIES UNLTD INC			37.90			
107858	7/03/2012	4725	ACUFF CONSULTING			750.00			
107859	7/03/2012	3780	ADAMSON INDUSTRIES CORP			539.80			
107860	7/03/2012	4665	ALEXANDER LAWN & LANDSCAPE			5,596.60			
107861	7/03/2012	536	ARAMARK UNIFORM SERVICES INC			439.90			
107862	7/03/2012	4731	ASCAP			320.00			
107863	7/03/2012	188	ASPHALT & CONCRETE MATERIALS			90.17			
107864	7/03/2012	4714	AWE			4,069.00			
107865	7/03/2012	201	BAKER & TAYLOR BOOKS			1,151.38			
107866	7/03/2012	4241	BANKERS TRUST			500.00			
107867	7/03/2012	929	BEACON BUILDING SERVICES			6,712.00			
107868	7/03/2012	4727	BEAUDIN, CODY			60.00			
107869	7/03/2012	4350	BIERBRAUER, ANDREAS			60.00			
107870	7/03/2012	196	BLACK HILLS ENERGY			1,941.20			
107871	7/03/2012	4732	BMI			320.00			
107872	7/03/2012	2757	BOBCAT OF OMAHA			685.16			
107873	7/03/2012	2209	BOUND TREE MEDICAL LLC			99.34			
107874	7/03/2012	3613	BRADLEY, KIRSTEN			60.00			
107875	7/03/2012	4454	BRAKE, AUSTIN			100.00			
107876	7/03/2012	4647	BREWER, WILLIAM ANDREW			100.00			
107877	7/03/2012	76	BUILDERS SUPPLY CO INC			149.75			
107878	7/03/2012	1370	CDW GOVERNMENT INC			722.40			
107879	7/03/2012	2285	CENTER POINT PUBLISHING			214.50			
107880	7/03/2012	219	CENTURY LINK			1,121.69			
107881	7/03/2012	2540	CENTURY LINK BUSN SVCS			2.89			
107882	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107883	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107884	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107885	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107886	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107887	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107888	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107889	7/03/2012	83	CJ'S HOME CENTER			.00	**CLEARED**	**VOIDED**	
107890	7/03/2012	83	CJ'S HOME CENTER			2,689.38			



## ACCOUNTS PAYABLE CHECK REGISTER

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107891	7/03/2012	3176	COMP CHOICE INC	.00	**CLEARED**	**VOIDED**	
107892	7/03/2012	3176	COMP CHOICE INC	840.00			
107893	7/03/2012	2593	COMPUTER SOLUTIONS INC	30,345.00			
107894	7/03/2012	2158	COX COMMUNICATIONS	19.45			
107895	7/03/2012	4385	DREWEL, RANDY	250.00			
107896	7/03/2012	364	DULTMEIER SALES & SERVICE	25.70			
107897	7/03/2012	4559	EASTERN NEBR SOCCER ASSN	515.00			
107898	7/03/2012	3193	ED ROEHR SAFETY PRODUCTS CO	402.01			
107899	7/03/2012	3334	EDGEWEAR SCREEN PRINTING	370.50			
107900	7/03/2012	2566	ELECTRONIC ENGINEERING	141.00			
107901	7/03/2012	3789	ESRI INC	2,350.00			
107902	7/03/2012	2388	EXCHANGE BANK	4,778.43			
107903	7/03/2012	3460	FEDEX	29.88			
107904	7/03/2012	1042	FELD FIRE	4,950.00			
107905	7/03/2012	1245	FILTER CARE	13.60			
107906	7/03/2012	4431	FIREFOX RESCUE EQUIPMENT	81.69			
107907	7/03/2012	142	FITZGERALD SCHORR BARMETTLER	28,965.96			
107908	7/03/2012	3132	FORT DEARBORN LIFE INSURANCE	1,346.50			
107909	7/03/2012	4050	FROEHLICH, RORY	100.00			
107910	7/03/2012	1344	GALE	147.97			
107911	7/03/2012	53	GCR TIRE CENTERS	420.92			
107912	7/03/2012	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
107913	7/03/2012	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
107914	7/03/2012	966	GENUINE PARTS COMPANY-OMAHA	1,058.01			
107915	7/03/2012	4541	GOLEY, CHRIS	60.00			
107916	7/03/2012	164	GRAINGER	44.44			
107917	7/03/2012	285	GRAYBAR ELECTRIC COMPANY INC	20.69			
107918	7/03/2012	4086	GREAT PLAINS UNIFORMS	125.00			
107919	7/03/2012	2062	GREAT WESTERN BANK	250.00			
107920	7/03/2012	71	GREENKEEPER COMPANY INC	473.63			
107921	7/03/2012	1044	H & H CHEVROLET LLC	115.12			
107922	7/03/2012	426	HANEY SHOE STORE	120.00			
107923	7/03/2012	3775	HARTS AUTO SUPPLY	564.50			
107924	7/03/2012	4187	HEARTLAND SERVICES INC	325.00			
107925	7/03/2012	3681	HEARTLAND TIRES AND TREADS	244.53			
107926	7/03/2012	2407	HEIMES CORPORATION	104.48			
107927	7/03/2012	1403	HELGET GAS PRODUCTS INC	102.00			
107928	7/03/2012	4726	HITCHES PLUS	312.89			
107929	7/03/2012	1498	INDUSTRIAL SALES COMPANY INC	407.03			
107930	7/03/2012	162	INLAND TRUCK PARTS	2,107.35			
107931	7/03/2012	1896	J Q OFFICE EQUIPMENT INC	95.75			
107932	7/03/2012	4450	JI SPECIAL RISKS INSURANCE	1,855.00			
107933	7/03/2012	311	JOE'S TOWING & REPAIR	95.00			
107934	7/03/2012	1054	KLINKER, MARK A	200.00			
107935	7/03/2012	2394	KRIHA FLUID POWER CO INC	9.00			
107936	7/03/2012	2295	KRUSE, GARY	30.00			
107937	7/03/2012	2057	LA VISTA COMMUNITY FOUNDATION	100.00			
107938	7/03/2012	906	LA VISTA FIREFIGHTERS ASSN	87.69			
107939	7/03/2012	4425	LANDPORT SYSTEMS INC	125.00			
107940	7/03/2012	4254	LINCOLN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
107941	7/03/2012	4254	LINCOLN NATIONAL LIFE INS CO	10,618.73			
107942	7/03/2012	2297	LINDBERG, SHEILA	222.00			
107943	7/03/2012	4105	LITTLE, TROY	60.00			

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107945	7/03/2012	263	LOVELAND GRASS PAD	1,501.71			
107946	7/03/2012	919	MARTIN MARIETTA AGGREGATES	143.94			
107947	7/03/2012	877	MATHESON TRI-GAS INC	298.49			
107948	7/03/2012	153	METRO AREA TRANSIT	576.00			
107949	7/03/2012	872	METROPOLITAN COMMUNITY COLLEGE	15,356.66			
107950	7/03/2012	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
107951	7/03/2012	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
107952	7/03/2012	553	METROPOLITAN UTILITIES DIST.	9,800.50			
107953	7/03/2012	2497	MID AMERICA PAY PHONES	100.00			
107954	7/03/2012	3921	MID-STATES UTILITY TRAILER	57.24			
107955	7/03/2012	2299	MIDWEST TAPE	16.24			
107956	7/03/2012	1046	MIDWEST TURF & IRRIGATION	155.97			
107957	7/03/2012	64	MINITEX - CPP	136.00			
107958	7/03/2012	2382	MONARCH OIL INC	367.50			
107959	7/03/2012	2550	MSC INDUSTRIAL SUPPLY CO	105.03			
107960	7/03/2012	1028	NATIONAL PAPER COMPANY INC	487.81			
107961	7/03/2012	3303	NEBRASKA WELDING LTD	164.43			
107962	7/03/2012	2631	NEXTEL SPRINT COMMUNICATIONS	206.18			
107963	7/03/2012	179	NUTS AND BOLTS INCORPORATED	11.31			
107964	7/03/2012	1808	OCLC INC	31.50			
107965	7/03/2012	3778	ODEY'S INCORPORATED	431.72			
107966	7/03/2012	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
107967	7/03/2012	1014	OFFICE DEPOT INC	1,617.99			
107968	7/03/2012	79	OMAHA COMPOUND COMPANY	572.86			
107969	7/03/2012	319	OMAHA WINNELSON	147.00			
107970	7/03/2012	46	OMAHA WORLD HERALD COMPANY	1,539.53			
107971	7/03/2012	2686	PARAMOUNT LINEN & UNIFORM	298.28			
107972	7/03/2012	4654	PAYFLEX SYSTEMS USA INC	250.00			
107973	7/03/2012	709	PEPSI COLA COMPANY	509.40			
107974	7/03/2012	3058	PERFORMANCE CHRYSLER JEEP	379.27			
107975	7/03/2012	4037	PERFORMANCE FORD	82.60			
107976	7/03/2012	4728	PETERSON, ANNIE	60.00			
107977	7/03/2012	1821	PETTY CASH-PAM BUETHE	172.74			
107978	7/03/2012	1821	PETTY CASH-PAM BUETHE	243.27			
107979	7/03/2012	74	PITNEY BOWES INC-PA	.00	**CLEARED**	**VOIDED**	
107980	7/03/2012	74	PITNEY BOWES INC-PA	.00	**CLEARED**	**VOIDED**	
107981	7/03/2012	74	PITNEY BOWES INC-PA	356.98			
107982	7/03/2012	1784	PLAINS EQUIPMENT GROUP	847.42			
107983	7/03/2012	686	PRUITT OUTDOOR POWER INC	246.00			
107984	7/03/2012	3814	PSI PLASTIC GRAPHICS	472.35			
107985	7/03/2012	191	READY MIXED CONCRETE COMPANY	1,451.07			
107986	7/03/2012	41	SALEM PRESS	501.50			
107987	7/03/2012	624	SAPP BROS SERVICE CENTERS	498.00			
107988	7/03/2012	2240	SARPY COUNTY COURTHOUSE	3,479.89			
107989	7/03/2012	2740	SARPY COUNTY FISCAL ADMINSTRTN	8,874.00			
107990	7/03/2012	490	SARPY COUNTY REGISTER OF DEEDS	10.50			
107991	7/03/2012	2927	SEAT COVER CENTER OF NEBRASKA	159.50			
107992	7/03/2012	4733	SESAC LLC	311.00			
107993	7/03/2012	4641	SHRED-SAFE LLC 2011-2012	30.00			
107994	7/03/2012	738	SIGN IT	280.00			
107995	7/03/2012	2704	SMOOTHER CUT ENTERPRISES INC	1,590.00			
107996	7/03/2012	437	SOUTHEAST LIBRARY SYSTEM	80.00			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
107997	7/03/2012	3838	SPRINT			119.97	APPROVED BY COUNCIL MEMBERS 7/3/12		
107998	7/03/2012	3838	SPRINT			62.25			
107999	7/03/2012	3069	STATE STEEL OF OMAHA			650.68			
108000	7/03/2012	4335	STOLTENBERG NURSERIES			7,400.00			
108001	7/03/2012	3795	SUN COUNTRY DISTRIBUTING LTD			604.93			
108002	7/03/2012	3507	SUN VALLEY NATURAL STONE			84.48			
108003	7/03/2012	4276	SUPERIOR VISION SVCS INC			424.80			
108004	7/03/2012	913	TARGET BANK			14.18			
108005	7/03/2012	264	TED'S MOWER SALES & SERVICE			195.98	COUNCIL MEMBER		
108006	7/03/2012	4554	TELIN TRANSPORTATION GROUP LLC			36.80			
108007	7/03/2012	3492	TEUSCHER, CHRIS			250.00			
108008	7/03/2012	822	THERMO KING CHRISTENSEN			487.61			
108009	7/03/2012	547	TODCO BARRICADE COMPANY			265.00			
108010	7/03/2012	4150	TOMSU, LINDSEY			50.85			
108011	7/03/2012	4231	TORNADO WASH LLC			100.00			
108012	7/03/2012	2941	TOTAL MARKETING INC			45.00	COUNCIL MEMBER		
108013	7/03/2012	2426	UNITED PARCEL SERVICE			15.76			
108014	7/03/2012	2455	UNITED RENT-ALL			1,104.16			
108015	7/03/2012	4223	VAIL, ADAM			100.00			
108016	7/03/2012	809	VERIZON WIRELESS			95.78			
108017	7/03/2012	809	VERIZON WIRELESS			98.97			
108018	7/03/2012	1174	WAL-MART COMMUNITY BRC			.00	**CLEARED** **VOIDED**		
108019	7/03/2012	1174	WAL-MART COMMUNITY BRC			1,088.40			
108020	7/03/2012	3150	WHITE CAP CONSTR SUPPLY/HDS			121.51			
108021	7/03/2012	968	WICK'S STERLING TRUCKS INC			531.10			
108022	7/03/2012	295	ZEE MEDICAL SERVICE INC			197.55			
BANK TOTAL						204,234.48			
OUTSTANDING						204,234.48			
CLEARED						.00	COUNCIL MEMBER		
VOIDED						.00			
FUND	TOTAL		OUTSTANDING		CLEARED		VOIDED		
01	GENERAL FUND	144,646.26	144,646.26		.00		.00		
02	SEWER FUND	8,372.62	8,372.62		.00		.00		
04	BOND(S) DEBT SERVICE FUND	750.00	750.00		.00		.00		
05	CONSTRUCTION	35,658.20	35,658.20		.00		.00		
08	LOTTERY FUND	4,474.10	4,474.10		.00		.00		
09	GOLF COURSE FUND	8,201.07	8,201.07		.00		.00		
15	OFF-STREET PARKING	2,132.23	2,132.23		.00		.00		
REPORT TOTAL						204,234.48			
OUTSTANDING						204,234.48			
CLEARED						.00			
VOIDED						.00			
+ Gross Payroll 6/22/12						254,055.97			
GRAND TOTAL						<u>\$458,290.45</u>	COUNCIL MEMBER		

COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 3, 2012 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT APPROVAL — LOTS 1 - 3, MAYFAIR 2 <sup>ND</sup> ADD. REPLAT FIVE (NW OF 96 <sup>TH</sup> & GILES)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and resolutions have been prepared to approve a replat application and subdivision agreement for Lots 1 thru 3, Mayfair 2<sup>nd</sup> Addition Replat Five (a replat of Lot 1, Mayfair 2<sup>nd</sup> Addition Replat Three), generally located northwest of 96<sup>th</sup> Street and Giles Road.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing has been scheduled and resolutions have been prepared to approve a replat application and subdivision agreement for Lots 1 thru 3, Mayfair 2<sup>nd</sup> Addition Replat Five, generally located northwest of 96<sup>th</sup> Street and Giles Road. The application was submitted by Buland Group Construction on behalf of the property owner, L&B Properties, LLC. The property is zoned C-1, Shopping Center Commercial, with the Gateway Corridor Overlay District. The property is currently vacant; proposed Lot 2 is anticipated to be developed as a child care center.

The replat approval is conditioned on the owners providing evidence of a recorded easement granting the replatted property a 25' utility easement on the west side of the lot immediately to the south of the replatted property, in a form satisfactory to the City Engineer.

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

A detailed staff report is attached.

On April 19, 2012, the Planning Commission unanimously recommended approval of the proposed replat to Council subject to the conditions as noted in the staff report.



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

CASE NUMBER: 01-SUB-12

FOR HEARING OF:

July 3, 2012

Report Prepared on: June 27, 2012

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Buland Group Construction  
6173 Center Street  
Omaha, NE 68106

**B. PROPERTY OWNER:**

L&B Properties, LLC  
6173 Center Street  
Omaha, NE 68106

**C. LOCATION:** Northwest of 96<sup>th</sup> Street and Giles Road

**D. LEGAL DESCRIPTION:** Lot 1, Mayfair 2<sup>nd</sup> Addition Replat Three

**E. REQUESTED ACTION(S):** Replat of Lot 1, Mayfair 2<sup>nd</sup> Addition  
Replat Three

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

**G. PURPOSE OF REQUEST:** Replat of Lot 1, Mayfair 2<sup>nd</sup> Addition  
Replat Three to split the property into three separate lots for  
development.

**H. SIZE OF SITE:** 8.17 Acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** Existing Lot 1, Mayfair 2<sup>nd</sup>  
Addition Replat Three is relatively flat. Slopes along the western lot  
line increase northward. Slopes along the northern lot line increase  
westward.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. North:** R-1 Single-Family Residential; Mayfair Replat  
One / Single Family Residential
- 2. East:** C-1 Shopping Center Commercial; Mayfair 2<sup>nd</sup>  
Addition / Mix of Commercial and Vacant uses
- 3. South:** C-1 Shopping Center Commercial; Mayfair 2<sup>nd</sup>  
Addition Replat Three / Vacant
- 4. West:** C-1 Shopping Center Commercial; Mayfair 2<sup>nd</sup>  
Addition Replat One/ Vacant

**C. RELEVANT CASE HISTORY:**

1. Mayfair 2<sup>nd</sup> Addition Replat Three was approved September 19, 2006.

**D. APPLICABLE REGULATIONS:**

1. Section 5.10 of the Zoning Regulations – C-1 Shopping Center Commercial
2. Section 5.17 of the Gateway Corridor District (Overlay District)
3. Section 3.08 of the Subdivision Regulations – Replats

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the area for commercial land uses.

**B. OTHER PLANS:** Not applicable.

**C. TRAFFIC AND ACCESS:**

1. Vehicular access is provided to the property over a private roadway that was established in an ingress/egress easement granted with the platting of Mayfair 2<sup>nd</sup> Addition Replat One. There is also a blanket easement for vehicular ingress and egress along with a pedestrian easement over Lots 1 through 11 of the platting of Mayfair 2<sup>nd</sup> Addition Replat One. The subsequent replattings did not eliminate those original easements. The proposed plat identifies a 25 foot wide ingress/egress easement along the north side of Lot 2 over part of Lot 1. The ingress/egress easement has been illustrated on the plat, however a separate easement document has been prepared and will be recorded to identify who benefits from the easement and what parties are responsible to maintain the easement. Maintenance of private roadways has been an issue in similar situations elsewhere in the City and providing for long term operation and maintenance is required.
2. Recent traffic studies have indicated that a traffic signal is likely to be warranted in the near future at the intersection of 96<sup>th</sup> Street and the private roadway just east of the southwesterly corner of Lot 3. This is an intersection serving private commercial roadways on both sides of 96<sup>th</sup> Street. The signal will be assessed to the benefitted commercial properties in both the Mayfair and Southwind subdivisions at such time as the signal is installed. This has been acknowledged in the subdivision agreement for this replat.

**D. UTILITIES:**

1. Sanitary sewer exists along the east side of the property under the existing private roadway. The preliminary plat depicts where

service to Lot 1 will be provided and also indicates where sanitary sewer stubouts to Lots 2 and 3 will be provided.

2. The original subdivision agreement provided for SID 195 making the payment of a tract sewer connection fee in the amount of \$3,600 to the City at the time of the original platting. The fee has since increased to \$5,973. When these lots are built upon, the applicants will need to pay the current fee rate to the City and the City will reimburse the \$3,600 per acre fee back to SID 195.
3. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan (PCSWMP). A permit will be required through the Permix web site that is utilized by all Papillion Creek Watershed Partnership communities. A conceptual PCSWMP has been provided and has been deemed satisfactory by the City Engineer. A draft Maintenance Agreement has been provided in the subdivision agreement. The PCSWMP will be reviewed in detail as part of the review process through the Permix web site, but the concept of using an extended detention basin to serve both lots is acceptable.
4. A draft storm water drainage study has been provided as part of the preliminary plat submittal. This study has been deemed satisfactory by the City Engineer.
5. The Papillion Creek Watershed Partnership storm water management fee will be applicable to this property and will be collected at the time of building permits on each lot at the rate of \$4,000 per acre.

#### **IV. REVIEW COMMENTS:**

1. A subdivision agreement has been provided to address shared drainage facilities, extension of sanitary sewer or sewer stubs, shared private roadway construction, payment of tract sewer connection fees, payment of storm water management fees, and other typical subdivision agreement topics.
2. The draft Post Construction Storm Water Maintenance Agreement identifies how the maintenance of any shared water quality Best Management Practices (BMPs) will be performed and allocated between lot owners. The agreement is included in the subdivision agreement as an exhibit.
3. The subdivision agreement requires the developer to construct and maintain to City public street standards the private shared drives. This request is made since shared private roadways in commercial developments in the City have historically been a maintenance problem when constructed of asphalt.

**V. PLANNING COMMISSION RECOMMENDATION:**

On April 19, 2012 the Planning Commission moved to recommend approval, through an 8-0 vote, of Mayfair 2<sup>nd</sup> Addition Replat Five, subject to the satisfactory resolution of the following issues prior to City Council review:

1. Satisfactory resolution of the aforementioned issues regarding the replat and subdivision agreement, with review and approval by the City Engineer and the City Attorney.

**VI. STAFF RECOMMENDATION:**

Approval of Mayfair 2<sup>nd</sup> Addition Replat Five, subject to the satisfactory resolution of the following issues prior to City Council review:

1. The City's release of Mayfair 2<sup>nd</sup> Addition Replat Five to the owners shall be conditioned on the owners providing evidence of a recorded easement granting the replatted property a 25' utility easement on the west side of the lot that is immediately adjacent to the south of the replatted property, in form and content satisfactory to the City Engineer.

**VII. ATTACHMENTS TO REPORT:**

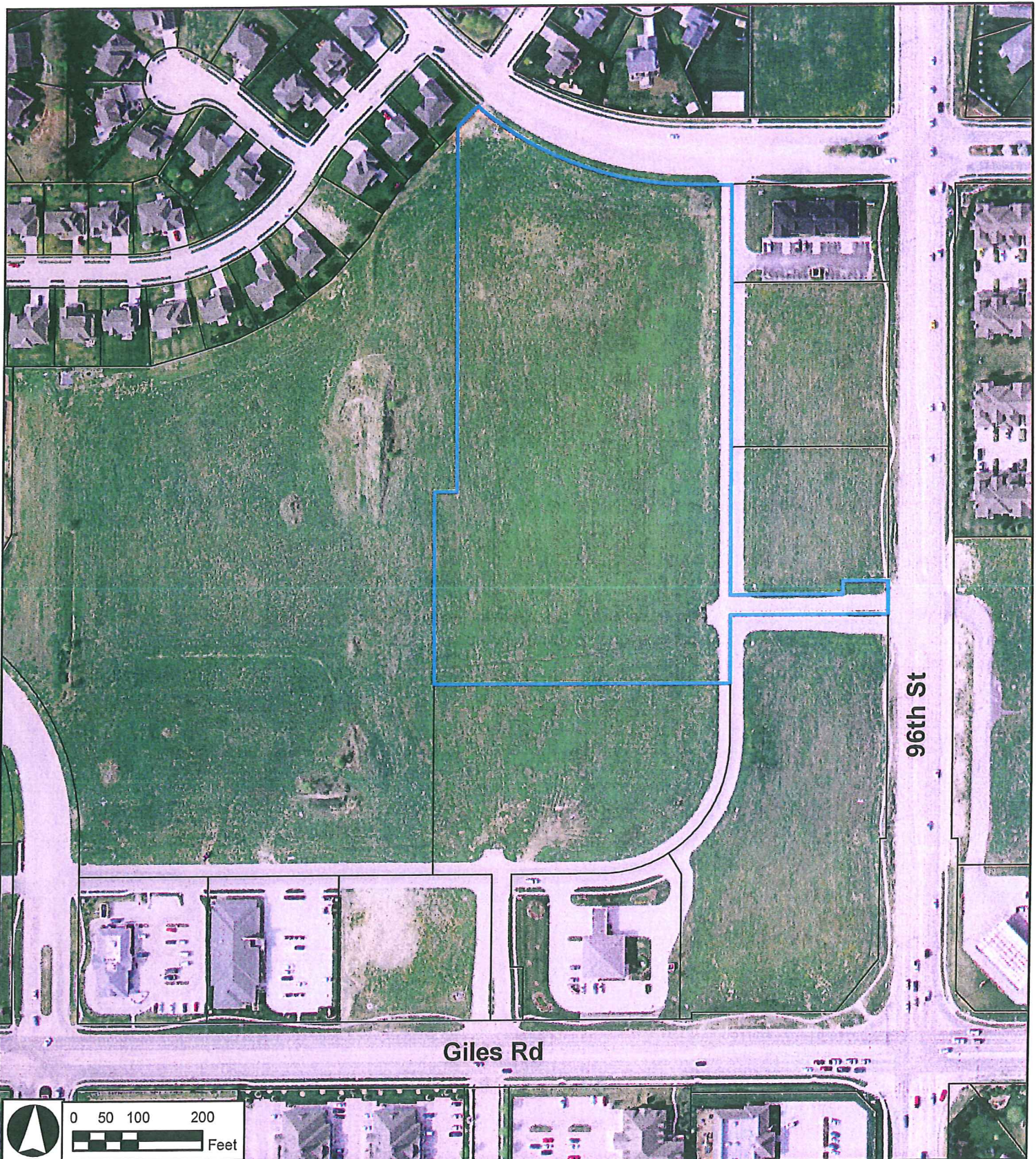
1. Vicinity Map
2. Subdivision Agreement

**VIII. COPIES OF REPORT SENT TO:**

1. Larry Buland, Buland Group
2. Matt Sutton, The Schemmer Associates
3. Douglas Lash
4. Public Upon Request

CHRIS SOLBERG  
Prepared by:  
Am Pmcl 6-27-12  
Community Development Director Date





## Mayfair 2nd Addition - Replat Five

### Replat of Lot 1 Mayfair 2nd Addition Replat Three

April 11, 2012  
CAS





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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 1, MAYFAIR 2<sup>ND</sup> ADDITION, REPLAT 3, TO BE REPLATTED AS LOTS 1, 2 AND 3, MAYFAIR 2<sup>ND</sup> ADDITION, REPLAT FIVE, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a Replat for Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat 3, to be replatted as Lots 1, 2 and 3, Mayfair 2<sup>nd</sup> Addition, Replat Five; and

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

WHEREAS, on April 19, 2012, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to resolution of items identified by the city engineer and staff; and

WHEREAS, Items remaining to be resolved include the following:

The City's release of Mayfair 2<sup>nd</sup> Addition, Replat Five to the owners shall be conditioned on the owners providing evidence of a recorded easement granting the replatted property a 25' utility easement on the West side of the lot that is immediately adjacent to the South of the replatted property, in form and content satisfactory to the City Engineer.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the plat for Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat 3, to be replatted as Lots 1, 2 and 3, Mayfair 2<sup>nd</sup> Addition, Replat Five, a subdivision located in the Southeast ¼ of Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of 96<sup>th</sup> Street and Giles Road, be, and hereby is, approved subject to the conditions contained in the last two recitals above and review and approval by the City Engineer and the City Attorney.

PASSED AND APPROVED THIS 3RD DAY OF JULY, 2012.

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 A SUBDIVISION AGREEMENT FOR LOTS 1, 2 AND 3, MAYFAIR 2<sup>ND</sup> ADDITION, REPLAT FIVE SUBDIVISION.

WHEREAS, the City Council did on July 3, 2012, approve the replat for Lots 1, 2 and 3, Mayfair 2<sup>nd</sup> Addition, Replat Five Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, L & B Properties, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 3, 2012, City Council meeting for the Mayfair 2<sup>nd</sup> Addition, Replat Five Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council Replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 3RD DAY OF JULY, 2012.

CITY OF LA VISTA

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

ATTEST:

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

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[Space above the line for recording data]

**Sixth Amendment to**  
**Subdivision Agreement**  
**(Mayfair Subdivision)**

This Sixth Amendment to the Subdivision Agreement identified below ("Amendment" or "Sixth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between L & B PROPERTIES, LLC, a Nebraska limited liability company (hereinafter referred to as "L & B"), SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "District") and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "City").

WHEREAS, This Amendment is made to that Subdivision Agreement between Developer, District and City dated March 18, 1998, as amended by the First, Second, Third, Fourth and Fifth Amendments, said agreement as amended being referred to herein as the "Subdivision Agreement". This Amendment pertains to Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat 3, which is to be replatted into three lots as described below.

WHEREAS, L & B is the owner of the land in the area to be replatted as shown on the proposed final plat attached hereto as "Exhibit A" (hereinafter referred to as the "Property") and any private improvements thereon; and

WHEREAS, the attached final plat is a replat of Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat 3 into three lots, being Lots 1, 2 and 3, Mayfair 2<sup>nd</sup> Addition, Replat Five; and

WHEREAS, L & B or its successors in interest (hereafter, collectively, "Owners" ), at the Owners' cost, proposes to construct buildings and other private improvements on or serving Lots 1, 2 and 3, with Lot 2 to be sold to Primrose School Franchising Company, a Georgia Corporation, for operation of a Primrose School, and Lots 1 and 3 to be held for possible future development ("Private Improvements"); and

WHEREAS, L&B wishes to construct the improvements described in this Amendment and connect the sanitary sewer system to be constructed within the limits of the Property to the sewer system of City of La Vista.

WHEREAS, the parties to this Amendment desire to amend the Subdivision Agreement to include specified understandings and agreements pertaining to this replatting.

NOW, THEREFORE, the parties agree as follows:

1. Replatting. Subject to the terms of this Amendment, Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat Three shall be replatted as Lots 1, 2 and 3, Mayfair 2<sup>nd</sup> Addition, Replat Five, as more fully shown on Exhibit "A" ("Final Plat") and developed in accordance with the site plan attached hereto as Exhibit "B" ("Improvement Plan").

2. A. L & B shall resolve in writing, recorded with the Sarpy County Register of Deeds as covenants running with the land and binding on all successors and assigns – at its own expense and to the prior written satisfaction of the Public Works Department of City (City Engineer) and any other parties having an interest – any conflicts of any improvements or requirements pursuant to this Amendment with any existing improvements or covenants, easements, and restrictions of record, including but not limited to any conflicts with covenants, easements, and restrictions of record created by or arising from a certain Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on August 24, 2000 as instrument no. 2000-21199; First Amendment to Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on May 31, 2002, instrument no. 2002-20216; Second Amendment to Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 2005, instrument no. 2005-48105.

B. L & B at its sole cost shall construct and maintain to City public street standards the private shared drives and other improvements providing access and ingress and egress to and from Lots 1-3 and the Property, as shown on Exhibit "B," including all entrances and exits to the Property. All such shared drives and other improvements shall be completed before any certificate of occupancy is issued for any building on the Property. The City shall have access to and over such drives for any purpose it deems appropriate in the exercise of its general governmental powers or powers reserved to it by the terms of the Subdivision Agreement or this Amendment. Not in limitation of the foregoing, L & B shall enter and record with the Sarpy County Register of Deed prior to any transfer of any interests in the Property an easement and maintenance agreement with respect to the private drives, common utilities and other areas depicted on Exhibits "A" and "B", in form and content attached hereto as Exhibit C, subject to any modifications satisfactory to the City Engineer ("Easement and Maintenance Agreement"). In addition, L&B agrees that City retains the right to require an access easement to be located on Lot 3 of Mayfair 2<sup>nd</sup> Addition, Replat 5,

benefiting Lot 11, Mayfair 2<sup>nd</sup> Addition Replat 1. The right to require such access easement would expire or be limited (as the case may be) upon approval by the City of the site plan for Lot 3. Such access easement, if needed, would be located so as to cause the least detriment to Lot 3.

3. Water, Gas and Electrical Power: Owners shall enter into an agreement with the Metropolitan Utilities District regarding all water service lines to and upon the Property, an agreement with Black Hills Energy for all gas line extensions to and upon the Property, and an agreement with the Omaha Public Power District for electrical power lines to be installed to, on or adjacent to the Property. Owners shall provide to City copies of each of such agreements with the Metropolitan Utilities District, Black Hills Energy and the Omaha Public Power District with respect to each Lot of the Property as said Lot is developed, and said agreements shall be a condition of issuance of a building permit for said Lot. All required work shall be performed solely at Owners' cost. Owners shall be responsible for obtaining permission from the Public Works Department of City (City Engineer) before performing any work upon or affecting City property.

4. Payment for Improvements: Except as otherwise expressly provided in this Amendment, L & B shall pay, in addition to other costs as provided in this Amendment, the cost of all improvements, easements and connections described in this Amendment, as well as all charges of the Metropolitan Utilities District for water, of Black Hills Energy for gas line installation, and of the Omaha Public Power District for underground electrical service or overhead power installations. Except as may be otherwise expressly provided in this Amendment, L & B shall pay the cost of all work and requirements described in this Amendment. All on-going maintenance, repair and replacement of improvements within or benefiting the Property shall be paid by the Owners in accordance with the Easement and Maintenance Agreement.

5. Right to Connect to City Sewer System: L & B, at its sole cost before any certificate of occupancy is issued for any building on the Property, shall construct a private sanitary sewer line providing sanitary sewer service to Lots 1-3 of the Property and connecting to the existing sanitary sewer as shown on Exhibit "D". City hereby grants permission to Owners to connect, at such party's cost, the sanitary sewer system within the limits of the Property to the sanitary sewer system of City, subject to obtaining proper permits and paying the standard tract sewer connection fee to City for the Property shown on "Exhibit A." Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Amendment, the fee would be:

Lot 1, Commercial	1.94± AC @ \$5,973/AC	\$11,587.62
Lot 2, Commercial	1.78± AC @ \$5,973/AC	\$10,631.94
Lot 3, Commercial	4.45± AC @ \$5,973/AC	<u>\$26,579.85</u>
Total Fee		\$48,799.41

Any terms or conditions for the benefit of the City that are contained in the Subdivision Agreement or other applicable documents, instruments, laws or regulations pertaining to construction, operation, maintenance, replacement or repair of sanitary sewers or direct or

indirect connections to or use of the City's sanitary sewer system shall be equally applicable to the Owners and sanitary sewers and connections within or benefiting the Property or any part thereof.

6. Sidewalks: Owners, at their cost, shall install, to City standards, sidewalks along and adjacent to the southerly right-of-way of Brentwood Drive and along and adjacent to the west right-of-way of 97<sup>th</sup> Plaza before any certificate of occupancy is issued for any building on the Property.

7. Storm Water Management Plan: As each lot is developed, Owners, at the time of development, shall provide a storm water drainage study as part of its submittals to the City. The study will indicate how drainage from the site will be handled as well as demonstrating no increase in peak flows for 2 year, 10 year, & 100 year storm events above existing conditions. The development of a lot shall include storm sewers downstream of that lot, if not already existing, in accordance with Exhibit "D". Post-construction storm water management features and related appurtenances shall be constructed on the individually developed lots, as outlined on the Conceptual Post Construction Storm Water Management Plan attached hereto as "Exhibit D," subject to such modifications as approved from time to time in writing by the City Engineer. Plans and specifications for such storm water management improvements shall be prepared by Owners' engineer and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements. Prior to development and construction of Lots 1, 2 and 3, Owners will submit appropriate amendments to Exhibit "D" for approval by the Public Works Department of City.

8. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement, in the form and content attached hereto as "Exhibit E" and subject to any modifications satisfactory to the City Engineer, ("Maintenance Agreement") shall be entered into between Owners and City prior to starting construction of such improvements, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements.

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

Lot 1, Commercial	1.94 ± AC @ \$4,000/AC	\$ 7,760
Lot 2, Commercial	1.78± AC @ \$4,000/AC	\$ 7,120
Lot 3, Commercial	4.45± AC @ \$4,000/AC	<u>\$17,800</u>
		Total \$32,680

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

10. Private Improvement Compliance. All Private Improvements shall be designed, constructed, maintained, repaired and replaced at the Owners' sole cost in accordance with all applicable laws, rules, regulations, policies and procedures in effect at the time the construction, maintenance, repair or replacement is performed. Credit, funds or other assets of the District or City shall not be used for any improvement within or benefiting the Property.

11. Traffic Signal. L&B acknowledges the traffic signals are likely to be installed in the near future at the intersection of 96<sup>th</sup> Street and the private roadway just east of the southwesterly corner of Lot 3. Costs associated with this signal will be assessed to benefiting commercial properties in both the Mayfair (including the Property) and Southwind subdivisions when the signal is installed, with 50% of said costs allocated to the Mayfair subdivision to be assessed among benefiting commercial properties therein, and the remaining 50% of costs allocated and assessed against benefiting commercial lot(s) in the Southwind subdivision; provided, however, that L & B shall not be required to pay more than its proportionate share of said costs allocated to the Mayfair subdivision, with proportionate shares determined based on relative benefit among the commercial lots of the Mayfair subdivision as determined in accordance with applicable law.

12. Binding Effect; Recording: This Amendment shall be binding upon the parties, and their respective successors and assigns. This Amendment shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on L&B, the Owners, and all successors and assigns of L&B or Owners. City shall have the right, but not the obligation, to enforce any and all such covenants. It is further agreed that after City releases the Final Plat to L&B for recording, L & B promptly will record such Final Plat with the Register of Deeds of Sarpy County, Nebraska.

13. Any development of Lot 1, 2 or 3 shall be subject to all applicable laws, rules, regulations, approvals and other requirements of the City in effect at the time of said development, including, but not limited to, approvals required by this Amendment or the Subdivision Agreement or of the site plan for any building or other improvements prior to issuance of a building permit, or compliance with any other applicable requirements, including requirements of the La Vista Municipal Code, zoning or subdivision regulations.

14. The recitals on pages 1 and 2 of this Amendment are incorporated herein and shall be a part of this Amendment. This Amendment shall constitute the complete agreement and understanding of the parties regarding the subject matter contained herein and shall not be amended except by written amendment signed by both parties. If any provision of this Amendment is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Amendment shall be enforced. This Amendment shall be governed and construed in accordance with Nebraska law and the parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue.



15. Except as specifically modified in this Sixth Amendment, the Subdivision Agreement shall remain in full force and effect, and said Subdivision Agreement is hereby ratified and affirmed.

16. In the event L&B records the Final Plat and, before commencing any improvements within or for the benefit of the Property, L&B decides not to develop the Property as described in this Amendment, the City and L&B shall take all actions necessary to vacate the Final Plat, and the Site Plan, this Amendment, and all requirements set forth in the Site Plan or Amendment, or actions to that point taken to carry out any such requirement (including, but not limited to, any document or instrument recorded with the Sarpy County Register of Deeds as required by this Amendment), shall be null and void.

17. Exhibit Summary

The following Exhibits are attached hereto and incorporated herein and made a part hereof:

Exhibit "A"	Final Plat
Exhibit "B"	Site Improvement Plan
Exhibit "C"	Easement and Maintenance Agreement
Exhibit "D"	Conceptual Post Construction Storm Water Management Plan
Exhibit "E"	Post Construction Storm Water Management Plan, Maintenance Agreement And Easement

**CITY OF LA VISTA, NEBRASKA,**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

L & B Properties, LLC

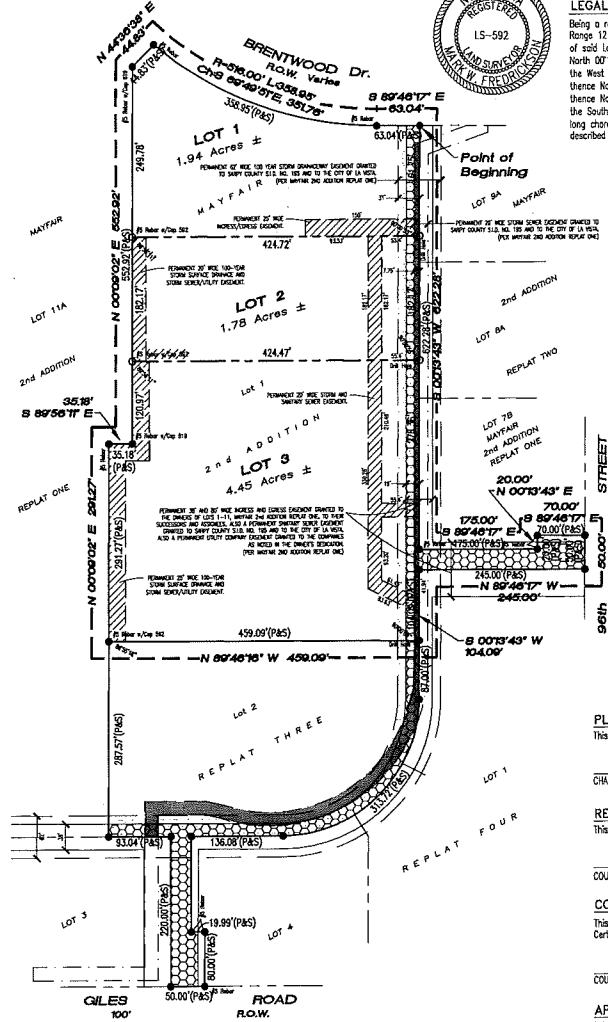
By: \_\_\_\_\_  
Larry G. Buland, Manager

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



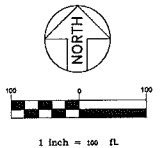
MAYFAIR 2nd ADDITION REPLAT FIVE  
BEING A REPLAT OF LOT 1, MAYFAIR 2nd ADDITION REPLAT  
THREE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF  
SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE  
6th P.M. SARP COUNTY, NEBRASKA.

LOTS 1 THRU 3



LEGEND

- PROPERTY CORNER FOUND (B/B Hole Unless Noted)
- PROPERTY CORNER SET (As Noted)
- PLAT DIMENSION
- SURVEY DIMENSION
- PORTION OF THE 62" WIDE STORM SEWER EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- PORTION OF THE 20" WIDE STORM SEWER EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- PORTION OF THE 38" & 60" WIDE INGRESS & EGRESS, SANITARY SEWER AND UTILITY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY



LAND SURVEYOR'S CERTIFICATE

I hereby certify that I am a professional land surveyor, registered in compliance with the laws of the State of Nebraska, that this plat correctly represents a survey conducted by me or under my direct supervision on 11/15/11, that any changes from the description appearing in the last record transfer of the land contained in the final plat are so indicated, that all monuments shown thereon actually exist as described or will be installed and their position is correctly shown and that all dimensional and geospatial data is correct.

MARK W. FREDERICKSON, RLS 1592

DATE

LEGAL DESCRIPTION

Being a replat of Lot 1, Mayfair 2nd Addition Replat Three, located in the Southeast One-Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska. Being more particularly described as follows: Beginning at the Northeast corner of said lot 1, thence South 00°13'43" West (assumed bearing) for 622.28 feet thence South 89°46'17" East for 175.00 feet thence North 00°13'43" East for 20.00 feet thence South 89°46'17" East for 70.00 feet thence South 00°13'43" West for 50.00 feet along the West Right-of-Way line of 86th Street; thence North 89°46'17" West for 245.00 feet; thence South 00°13'43" West for 184.09 feet; thence North 89°46'16" West for 459.09 feet; thence North 00°09'02" East for 291.27 feet; thence South 89°56'11" East for 35.18 feet; thence North 00°09'02" East for 552.92 feet; thence North 44°35'38" East for 44.83 feet; thence the following two (2) courses along the South Right-of-Way line of Brentwood Drive (1) Southwesterly along a 516.00 foot radius curve to the left for 358.85 feet with a long chord bearing South 89°45'51" East, 351.76 feet (2) South 89°46'17" East for 63.04 feet to the Point of Beginning. Above described tract contains 8.17 acres, more or less.

DEDICATION

Known all men by these presents that I, Larry G. Buland, owner of the property described in the Surveyor's Certification and embraced within the plat has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as MAYFAIR 2nd ADDITION REPLAT FIVE (lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on the plat, and I do hereby grant easements as shown on this plat, I do further grant a perpetual easement to the Omaha Public Power District, West, Century Link, and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair, and renew poles, wires, cables, conduits, and other related facilities, and to extend thereon wires or for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under, and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; on eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha and Block Hills Energy, their successors and assigns, to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do set our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

L & B PROPERTIES, LLC

Larry G. Buland, President

DATE

ACKNOWLEDGMENT OF NOTARY

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, qualified and commissioned in and for said county and state, personally appeared \_\_\_\_\_, personally known by me to be the identical person whose name is affixed to the dedication and he did acknowledge the execution thereof to be his voluntary act and deed.

NOTARY PUBLIC

DATE

PLANNING COMMISSION APPROVAL

This plat of MAYFAIR 2nd ADDITION REPLAT FIVE was approved by the La Vista Planning Commission.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

DATE

REVIEW BY SARP COUNTY PUBLIC WORKS

This plat of MAYFAIR 2nd ADDITION REPLAT FIVE was reviewed by the office of the Sarpy County Surveyor.

COUNTY SURVEYOR / ENGINEER

DATE

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of this office.

COUNTY TREASURER

DATE

APPROVAL OF LA VISTA CITY COUNCIL

This Plat of Mayfair 2nd Addition Replat Five was approved by the City Council of the City of La Vista, Nebraska on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in accordance with the State Statutes of Nebraska.

MAYOR

ATTEST: CITY CLERK

LIEN HOLDER CONSENT

The undersigned holder of that certain lien against the real property described in the plat known as MAYFAIR 2nd ADDITION REPLAT FIVE (hereinafter "Plat"), said lien being recorded in the Office of the Registrar of Deeds of Sarpy County, Nebraska as Instrument No. \_\_\_\_\_ (hereinafter "Lien"), does hereby consent to the dedication of and subordinate the lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the lien and has not assigned the lien to any other person.

(NAME OF LIEN HOLDER)

By:

TITLE:

PRINT THE NAME OF THE INDIVIDUAL

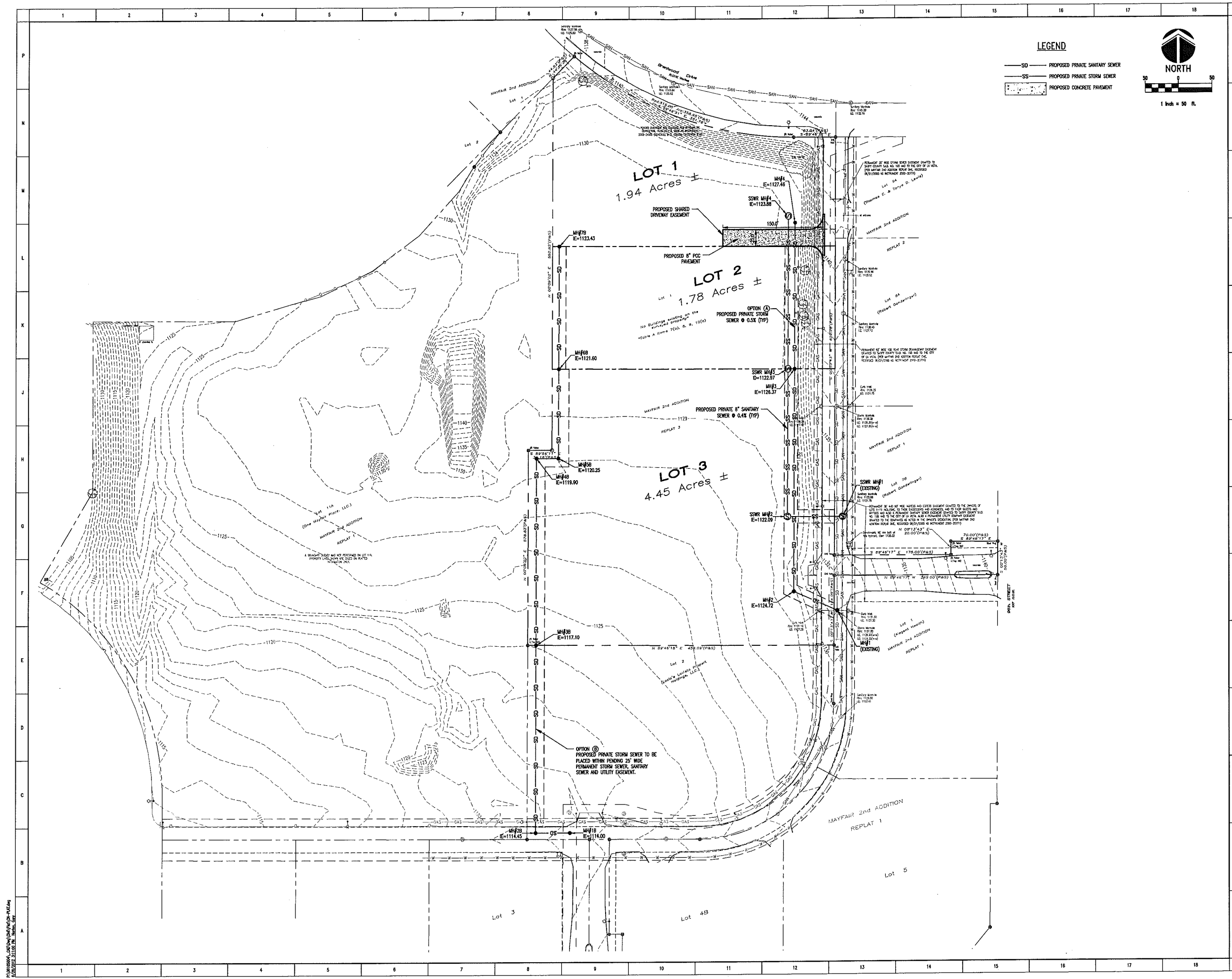
JOB NO.  
06165.004  
SHEET  
1 OF 1

MAYFAIR 2nd ADDITION REPLAT FIVE  
SARP COUNTY, NEBRASKA.  
FINAL PLAT

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

DESIGNED	DATE	BY	APP	REVISION
DRAWN	C.D.			
CHECKED	M.H.			
DATE	11/20/12			

EXHIBIT "A"  
FINAL PLAT



**LEGEND**

—SD— PROPOSED PRIVATE SANITARY SEWER  
—SS— PROPOSED PRIVATE STORM SEWER  
[Pattern] PROPOSED CONCRETE PAVEMENT

**NORTH**

1 inch = 50 ft.

DESIGNED:	DATE:	BY:	DESCRIPTION:
DN	06/26/2012		
DRAWN:	DATE:	BY:	DESCRIPTION:
DN			
CHECKED:	DATE:	BY:	DESCRIPTION:
MS			

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

MAYFAIR 2ND ADDITION REPLAT FIVE  
SARPY COUNTY, NEBRASKA

IMPROVEMENT PLAN

PROJECT NO.: 06165.004

**EXHIBIT "B"**

**DECLARATION OF EASEMENTS AND RESTRICTIONS**

This DECLARATION OF EASEMENTS AND RESTRICTIONS made this \_\_\_\_ day of June, 2012, by L & B Properties, L.L.C., a Nebraska Limited Liability Company (hereafter "Declarant" or "L&B"):

**RECITALS**

1. Declarant is the owner of certain real estate previously described as Lot 1, Mayfair, 2nd Addition Replat Three, located in the Southeast Quarter of Section 16, Township 14 North, Range 12 east of the 6<sup>th</sup> P.M., Sarpy County, Nebraska which is to be replatted as Mayfair 2nd Addition Replat Five, all as more particularly described and depicted on Exhibit "A" attached hereto and incorporated by this reference (the "Property").

2. Pursuant to the conditions of approval of the final plat of the Property, the City of LaVista, Nebraska (the "City") and Declarant have agreed to provide for certain easements for access and common utilities as depicted on Exhibit "A" and for the maintenance thereof.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, L&B hereby declares the following:

1. Grant and Maintenance of Access Easements. Declarant hereby establishes and grants a nonexclusive permanent easement, right and privilege to Lots 1, 2, and 3 of Mayfair 2nd Addition, Replat Five, which shall be appurtenant to and shall run with the title of the Property, for both ingress and egress over and along the private roadway adjacent to the east of the Property. The Owner of any lot subject to the Access Easement granted herein shall be responsible for the maintenance of the easement area located on such lot as determined by the Mayfair Commons Landowners Association of which the Property is a part.

2. Grant and Maintenance of Driveway Easement. Declarant hereby establishes and grants a nonexclusive permanent driveway easement, right and privilege to Lot 2 over and on the East 150 feet of the South 25 feet of Lot 1, which shall run with the title of Lot 1, as more particularly shown on Exhibit "A". The Owner of Lot 2 shall be responsible for the construction, repair and maintenance of any driveway located on such easement.

3. Grant of Utility Easements. Declarant further grants and establishes common utility easements as depicted on Exhibit "A" for the non-exclusive use and benefit of Lots 1, 2 and 3 as shown on Exhibit "A". Said easements shall be used for the purposes described on

Exhibit "A" and no permanent buildings or retaining walls shall be placed in said easements. PROVIDED, HOWEVER, that such easements may be used for landscaping and other purposes that do not interfere with the use of the easement.

4. Maintenance of Private Storm and Sanitary Sewers. The Owner of each lot, their administrators, executors, successors, heirs, or assigns, shall be responsible for one-third (1/3) of the costs to operate, repair and maintain the shared sewers shown on Exhibit "A". Failure of an Owner to pay such costs, after forty-five days written notice given by the other Owners, shall constitute a breach of this Declaration. Any other Owner or Owners, having paid their share of such costs, shall thereafter be entitled to bring an action against the defaulting Owner to pay, or foreclose upon the lien hereby authorized by this Declaration against the property, or both.

5. The easements herein given are given upon the express understanding and condition that such are limited for the purposes herein described and shall be for the benefit of the City and property owners in the Mayfair 2<sup>nd</sup> Addition Replat Five and their respective invitees, licensees, successors and assigns. The easements and rights herein granted shall be perpetual in nature and constitute covenants running with the title to the Property.

IN WITNESS WHEREOF, L&B Properties, L.L.C. has executed this Declaration as of the date first above written.

L&B Properties, L.L.C.

By: \_\_\_\_\_  
Larry G. Buland, Manager

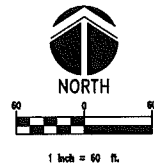
STATE OF NEBRASKA     )  
                                      )ss:  
COUNTY OF DOUGLAS    )

Before me, a Notary Public qualified in and for said County, personally appeared Larry G. Buland, as Manager of L&B Properties, L.L.C., known to me to be the identical person who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Witness my hand and seal this \_\_\_\_ day of June, 2012.

\_\_\_\_\_  
Notary Public

MAYFAIR 2nd ADDITION REPLAT FIVE  
BEING A REPLAT OF LOT 1, MAYFAIR 2nd ADDITION REPLAT  
THREE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF  
SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE  
6th P.M., SARPY COUNTY, NEBRASKA.

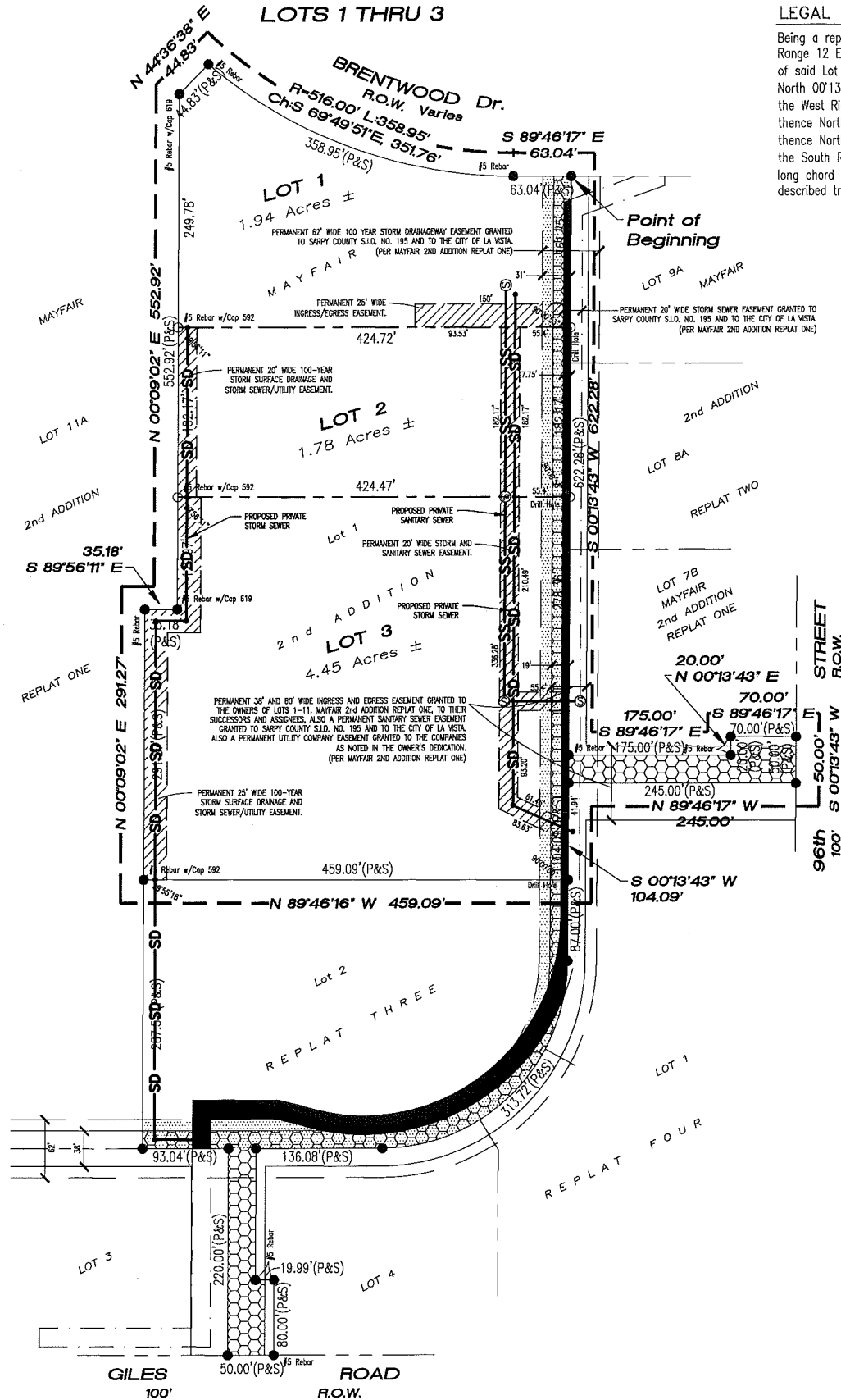


LEGAL DESCRIPTION

Being a replat of Lot 1, Mayfair 2nd Addition Replat Three, located in the Southeast One-Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska. Being more particularly described as follows: Beginning at the Northeast corner of said Lot 1, thence South 00°13'43" West (assumed bearing) for 622.28 feet; thence South 89°46'17" East for 175.00 feet; thence North 00°13'43" East for 20.00 feet; thence South 89°46'17" East for 70.00 feet; thence South 00°13'43" West for 50.00 feet along the West Right-of-Way line of 96th Street; thence North 89°46'17" West for 245.00 feet; thence South 00°13'43" West for 104.09 feet; thence North 89°46'16" West for 459.09 feet; thence North 00°09'02" East for 291.27 feet; thence South 89°56'11" East for 35.18 feet; thence North 00°09'02" East for 552.92 feet; thence North 44°36'38" East for 44.83 feet; thence the following two (2) courses along the South Right-of-Way line of Brentwood Drive: (1) Southeasterly along a 516.00 foot radius curve to the left for 358.95 feet with a long chord bearing South 69°49'51" East, 351.76 feet (2) South 89°46'17" East for 63.04 feet to the Point of Beginning. Above described tract contains 8.17 acres, more or less.

LEGEND

- PROPERTY CORNER FOUND (Drill Hole Unless Noted)
- PROPERTY CORNER SET (As Noted)
- P PLAT DIMENSION
- S SURVEY DIMENSION
- PORTION OF THE 62' WIDE STORM DRAINAGEWAY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- PORTION OF THE 20' WIDE STORM SEWER EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- PORTION OF THE 38' & 80' WIDE INGRESS & EGRESS, SANITARY SEWER AND UTILITY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY



DESIGNED:	CHECKED:	DATE:	DESCRIPTION:
CM	MS	06/24/2013	
REVISIONS:	DATE:	BY:	DESCRIPTION:
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**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

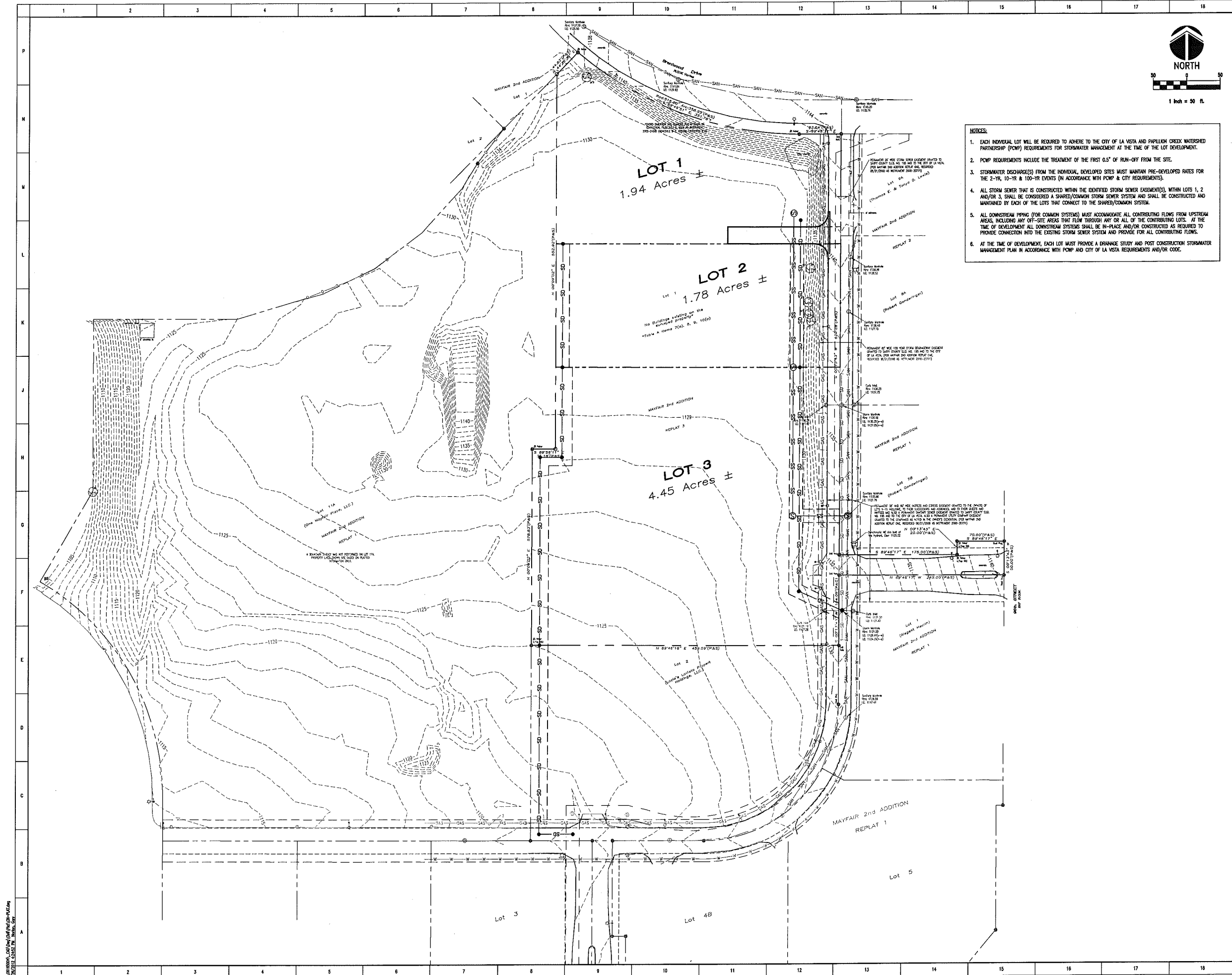
MAYFAIR 2ND ADDITION REPLAT FIVE  
SARPY COUNTY, NEBRASKA

EASEMENT & RESTRICTIONS EXHIBIT

PROJECT NO.: 06165.004

EXHIBIT "A"





- NOTES:**
1. EACH INDIVIDUAL LOT WILL BE REQUIRED TO ADHERE TO THE CITY OF LA VISTA AND PAPPILLION CREEK WATERSHED PARTNERSHIP (PCWP) REQUIREMENTS FOR STORMWATER MANAGEMENT AT THE TIME OF THE LOT DEVELOPMENT.
  2. PCWP REQUIREMENTS INCLUDE THE TREATMENT OF THE FIRST 0.5" OF RUN-OFF FROM THE SITE.
  3. STORMWATER DISCHARGE(S) FROM THE INDIVIDUAL DEVELOPED SITES MUST MAINTAIN PRE-DEVELOPED RATES FOR THE 2-YR, 10-YR & 100-YR EVENTS (IN ACCORDANCE WITH PCWP & CITY REQUIREMENTS).
  4. ALL STORM SEWER THAT IS CONSTRUCTED WITHIN THE IDENTIFIED STORM SEWER EASEMENT(S), WITHIN LOTS 1, 2 AND/OR 3, SHALL BE CONSIDERED A SHARED/COMMON STORM SEWER SYSTEM AND SHALL BE CONSTRUCTED AND MAINTAINED BY EACH OF THE LOTS THAT CONNECT TO THE SHARED/COMMON SYSTEM.
  5. ALL DOWNSTREAM PIPING (FOR COMMON SYSTEMS) MUST ACCOMMODATE ALL CONTRIBUTING FLOWS FROM UPSTREAM AREAS, INCLUDING ANY OFF-SITE AREAS THAT FLOW THROUGH ANY OR ALL OF THE CONTRIBUTING LOTS. AT THE TIME OF DEVELOPMENT ALL DOWNSTREAM SYSTEMS SHALL BE IN-PLACE AND/OR CONSTRUCTED AS REQUIRED TO PROVIDE CONNECTION INTO THE EXISTING STORM SEWER SYSTEM AND PROVIDE FOR ALL CONTRIBUTING FLOWS.
  6. AT THE TIME OF DEVELOPMENT, EACH LOT MUST PROVIDE A DRAINAGE STUDY AND POST CONSTRUCTION STORMWATER MANAGEMENT PLAN IN ACCORDANCE WITH PCWP AND CITY OF LA VISTA REQUIREMENTS AND/OR CODE.

DESIGNED:	DRAWN:	CHECKED:	DATE:	BY:	DESCRIPTION:
DM	DM	MS	06/26/2012		

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

MAYFAIR 2ND ADDITION REPLAT FIVE  
SARPY COUNTY, NEBRASKA

CONCEPTUAL POST CONSTRUCTION  
STORM WATER MANAGEMENT PLAN

PROJECT NO.: 06165.004

EXHIBIT "D"

## EXHIBIT "E"

### POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(Blank for PCWP Web Site Tracking Number)

(Blank for Local Jurisdiction Tracking Number)

**WHEREAS**, \_\_\_\_\_ (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at Mayfair 2<sup>nd</sup> Addition Replat Five in the zoning jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, designated as City of La Vista project number \_\_\_\_-PCMSMP, (hereinafter referred to as "PCMSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCMSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these

practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.

3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.

The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

7. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
8. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this \_\_\_ day of June, 2012.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Individual, Partnership and/or Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



## ACKNOWLEDGMENT

\_\_\_\_\_) )  
State

\_\_\_\_\_) )  
County

On this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Seal

## **Exhibit “A”**

**Insert Real Property Depiction**  
(FOR EXAMPLE, THE SURVEYOR’S CERTIFICATE)

## **Exhibit “B”**

**Insert BMP Maintenance Requirements**  
(See Guidance Document for Information Needed)

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 3, 2012 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND MUNICIPAL CODE: CHAPTER 72 PARKING REGULATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

An ordinance has been prepared to amend Section 72, Parking Regulations, of the La Vista Municipal Code to add a new Section 72.28 to provide specific provisions for the parking of recreational vehicles in residential districts and the parking of non-motorized vehicles on public streets.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

At the September 6, 2011 Council passed Ordinance No. 1157 to create a new Section 72.26 titled "Recreational Vehicle Parking; Temporary Parking Permits". On June 19, 2012 Ordinance No. 1177 was passed to add two new Sections which were numbered Section 72.26 and 72.27 thus duplicating a section number.

This Ordinance will not change any of the language that was approved in Ordinance No. 1157. It will only correct the Section number.

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

AN ORDINANCE TO AMEND CHAPTER 72 OF THE LA VISTA MUNICIPAL CODE REGARDING PARKING TO ADD NEW SECTION 72.28; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. New Section 72.28. Section 72.28 of the La Vista Municipal Code is hereby added to read as follows:

"§ 72.28 RECREATIONAL VEHICLE PARKING; TEMPORARY PARKING PERMITS.

(A) No person shall park a recreational vehicle on any street or any public property within a residential zoning district, unless:

(1) the recreational vehicle is less than twenty (20) feet in length as measured from its extreme forward point to its extreme rear point, including extensions and any attached vehicle or trailer, and

(2) the recreational vehicle, including extensions and any attached vehicle or trailer, is less than ten (10) feet in height, and

(3) the recreational vehicle, including extensions and any attached vehicle or trailer, is less than eight (8) feet in width as measured at its widest point excluding attached side mirrors, and

(4) a valid temporary parking permit has been issued pursuant to subsection (C) of this section.

(B) As used in this section, "recreational vehicle" means a motor vehicle designed for living quarters, and includes but is not limited to travel trailers, folding trailers, pop up trailers, and motor homes.

(C) Temporary Parking Permit for Recreational Vehicles Under Twenty (20) Feet in Length, Ten (10) Feet in Height, and Eight (8) Feet in Width.

(1) Upon receipt of a properly completed application, the Chief of Police shall issue a temporary parking permit to any individual who submits an application to park a recreational vehicle in a residential district for seventy-two or fewer consecutive hours, if such parking would not violate any other applicable provision of this code.

(2) Application for a permit under this subsection shall be made on a form provided by the Police Department. If a recreational vehicle is brought into the City and such a parking permit is required by this section, application for the permit shall be made not later than the first day upon which the Police Department office is open following the arrival of the recreational vehicle in the City. The parking permit shall include, to the extent practicable:

(a) the license plate number of the recreational vehicle to be parked,

(b) the make, model, and serial number or vehicle identification number of the recreational vehicle to be parked, or so much of such information as may be discerned from inspection of the recreational vehicle,

(c) the date of issuance of the permit,

(d) the date or dates upon which the parking permit shall be valid,

(e) the address of the residence adjacent to which the parking permit shall pertain, and

(f) such additional information as may be specified by the Chief of Police.

An issued permit shall be placed and kept in or upon the recreational vehicle in such a manner as to be plainly visible to police and code enforcement officers.

(3) No fee shall be required for the issuance of any permit or any extension of any permit required by this section.

(4) One extension of a permit issued under this section may be granted, up to a maximum of seventy-two hours of extension. Not more than one extension shall be granted. The extension shall be considered one of the four permits allowable under subsection 72.28(C)(5) during any period of twelve consecutive months.

(5) During any period of twelve consecutive months:

(a) Not more than four permits may be issued for parking of the same recreational vehicle; and

(b) Not more than four permits may be issued to any inhabitant or inhabitants of, or visitor or visitors to, a single dwelling within the City or the City's zoning jurisdiction, allowing parking of any recreational vehicle or recreational vehicles within one-thousand feet of any property line of such single dwelling.

(6) A recreational vehicle covered by a parking permit issued under this section must be parked at least thirty (30) feet distant from intersections and fifteen (15) feet distant from fire hydrants.

(7) A recreational vehicle covered by a parking permit issued under this section shall be parked adjoining the residence described on the permit, to the extent practicable, and shall be promptly moved or relocated as any police or other law enforcement officer or code enforcement officer may direct.

(8) Individuals may not reside or sleep in a recreational vehicle overnight while it is so parked, or run water, waste, or power lines to the vehicle across any public right of way.

**Statutory reference:**

***Parking regulations authorized, see Neb. RS 60-680"***

SECTION 2. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any parts hereof are hereby repealed.

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

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form or as otherwise provided by law.

PASSED AND APPROVED THIS 3RD DAY OF JULY, 2012.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 3, 2012 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO PENSION PLANS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to authorize amendments to the City's employee pension plans. The amendments are necessary to appoint a new trustee for the plans and maintain their qualified status.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

The City's pension plans (four 401 plans and two 457 plans) are currently administered by ICMA-RC, which has a service agreement with Vantage Trust Company to serve as the trustee of the City's pension plan trusts. We have received notification that this service agreement will expire on July 31, 2012 and Vantage Trust Company will resign as trustee effective July 31, 2012. A new trustee for the plan trusts must be appointed and ICMA-RC has offered the services of Wilmington Trust Retirement and Institutional Services Company, a Delaware trust company. The two 457 plans are not affected by this current action.

The existing trustee of the Plan, as well as any entity appointed as successor trustee, is a directed trustee and performs primarily administrative functions to carry out the investment instructions of plan participants. The trustee has no legal obligation to oversee management of plan assets.

It is recommended that we appoint Wilmington Trust Retirement and Institutional Services Company to serve as the trustee for the City's pension plan trusts.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING APPOINTMENT OF WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY AS SUCCESSOR TRUSTEE OF CERTAIN CITY RETIREMENT PLANS AND AUTHORIZING CORRESPONDING DOCUMENT AMENDMENTS.

WHEREAS, the City maintains the following retirement plans and trusts for the exclusive benefit of plan participants and their beneficiaries pursuant to Section 401(a) of the Internal Revenue Code and applicable Nebraska law:

Plan No. 107200 - The City of La Vista General Employees Defined Contribution Pension Plan and Trust,  
Plan No. 106162 - The City of La Vista City Administrators' Defined Contribution Pension Plan and Trust,  
Plan No. 106442 - The City of La Vista Firefighters Retirement Plan and Trust, and  
Plan No. 107185 - The City of La Vista Police Officers Retirement Plan and Trust,

(collectively the "Plans"); and

WHEREAS, Vantage Trust Company, LLC is directed trustee of the Plans; and

WHEREAS, The City also maintains two additional plans - Plan No. 300510 - The City of La Vista City Administrators' 457 Deferred Compensation Plan and Trust, and Plan No. 304703 - The City of La Vista Civilian Employees Supplemental 457 Deferred Compensation Plan and Trust - for which the City of La Vista serves as trustee, which duties are carried out by the City Treasurer; and

WHEREAS, the City has been notified that the Vantage Trust Company, LLC will resign as directed trustee of the Plans effective as of July 31, 2012; and

WHEREAS, ICMA Retirement Corporation provides administrative and investment services to the Plans and has established a relationship with Wilmington Trust Retirement and Institutional Services Company, a Delaware trust company to serve as successor directed trustee, if desired by the City; and

WHEREAS, the City desires to appoint the Wilmington Trust Retirement and Institutional Services Company to serve as successor directed trustee of the Plans, effective as of July 31, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the City accepts the resignation of Vantage Trust Company, LLC effective as of July 31, 2012, subject to acceptance of appointment of successor trustee and any required accountings or transfers of assets satisfactory to the City Administrator.

BE IT FURTHER RESOLVED that the Wilmington Trust Retirement and Institutional Services Company is hereby appointed to serve as successor directed trustee of the Plans effective as of July 31, 2012, subject to any due diligence and acceptance of appointment in writing satisfactory to the City Administrator.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute

such amendments to the Plans or corresponding trust agreements or other documentation or instruments, obtain any desired accountings and take any and all other actions on behalf of the City, as necessary or appropriate to carry out the actions approved in this Resolution and to maintain the qualified status of the Plans, in form and content satisfactory to the City Administrator.

PASSED AND APPROVED THIS 3RD DAY OF JULY, 2012.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

I, Pamela A. Buethe, City Clerk of the City of La Vista, Nebraska, hereby certify that the foregoing Resolution having been presented in its entirety and read by title, Council Member \_\_\_\_\_ moved its passage, which motion was seconded by Council Member \_\_\_\_\_. After consideration, the following members voted in favor of the passage and adoption of said Resolution: . The following members voted against the same:\_\_\_\_\_.

The following members were absent or did not vote:

The passage of said Resolution having been consented to by a majority of the members of the City Council, the Mayor declared the Resolution duly passed and adopted.

DATED this 3rd day of July, 2012.

{SEAL}

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

**TRUSTEE ACCEPTANCE OF APPOINTMENT**

Wilmington Trust Retirement and Institutional Services Company hereby accepts appointment as successor directed trustee of the following qualified retirement plans:

Plan No. 107200 - The City of La Vista General Employees Defined Contribution Pension Plan and Trust,

Plan No. 106162 - The City of La Vista City Administrators' Defined Contribution Pension Plan and Trust,

Plan No. 106442 - The City of La Vista Firefighters Retirement Plan and Trust, and

Plan No. 107185 - The City of La Vista Police Officers Retirement Plan and Trust,

and agrees to carry out its duties as trustee in accordance with all applicable plan and trust documents, agreements and laws, rules and regulations.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

**WILMINGTON TRUST RETIREMENT  
AND INSTITUTIONAL SERVICES COMPANY**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**TRUSTEE (or SUCCESSOR TRUSTEE) APPOINTMENT  
AMENDMENT OF TRUST AGREEMENT**

*THIS AMENDMENT OF TRUST AGREEMENT ("Agreement") is entered Into by and between the employer named on the signature page hereof (the "Employer") and Wilmington Trust Retirement and Institutional Services Company ("WTRISC"), as non-discretionary trustee (the "Trustee") for the CITY OF LAVISTA Plan 107200 – The City of La Vista General Employees Defined Contribution Pension Plan and Trust (the "Plan") and is entered into as of this **31st** day of **July, 2012**.*

**PRELIMINARY STATEMENTS**

WHEREAS, the Trustee is a trust company that is subject to supervision of the United States or a State;

WHEREAS, the Employer is a governmental entity;

WHEREAS, the Employer is adopting or has heretofore adopted the above referenced Plan;

WHEREAS, in connection with the adoption of the Plan, the Employer Is entering Into or has entered into a trust agreement or a combined plan and trust agreement (the "Trust Agreement");

WHEREAS, the Employer has duly appointed WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Trust Agreement, and WTRISC is willing to serve as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable; and

WHEREAS, the Employer is entering (or has entered) Into an Administrative Services Agreement with ICMA Retirement Corporation ("Plan Administrator").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Employer and WTRISC hereby mutually agree as follows

1. The Employer hereby appoints WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee as applicable, and WTRISC hereby accepts such appointment subject to applicable law, regulations and other guidance and the terms of the governing Plan documents and Trust Agreement, as modified by this Agreement. The Employer hereby represents and warrants that the Plan is and, during the term of this Agreement, shall remain a "governmental plan" as defined In Section 3(32) of the Employee Retirement Income security Act of 1974, as amended ("ERISA") and pursuant to Section 4(b) of ERISA Is exempt from Title I of ERISA, and the Employer hereby agrees That it shall notify WTRISC immediately If the Plan Is or will no longer be exempt therefrom. To the extent applicable, the Employer agrees that it has or shall have in place internal controls commensurate with the risk to ensure compliance with U.S. economic sanctions programs administered by the Departments of Treasury and State, as well as controls (i) sufficient to ensure that funds flowing to Trustee or a third party with custody of Trust assets are not from suspect sources, and (ii) that meet all applicable U.S. anti-money laundering, anti-terrorism finance, and anti-corruption requirements.
2. The Employer and WTRISC agree that the following provisions are added to the Trust Agreement and shall control the interpretation thereof, notwithstanding anything to the contrary now or hereafter contained therein or in any other document governing the Plan:
  - (a) Unless and until otherwise agreed in writing between the Employer and the Trustee, the Trustee shall have no discretionary Investment responsibility with respect to the trust fund, it being the intent of the parties that the Trustee be a directed trustee, and such discretionary investment responsibility shall be exercised by the Employer, the Participants, or one or more Investment Managers or other named fiduciary for the Plan (each, an "Instructing Party") (it being agreed that the Trustee shall have no responsibility for conveying investment instructions to any person or entity so long as it does not have custody of Trust assets); and further, the Trustee shall have no obligations or responsibilities with respect to developing a funding policy, any financial control functions (Including, without limitation, account reconciliation, money movement or settlement

## WILMINGTON

### Trust

and participant disbursements), participant review for Office of Foreign Asset Control activity, complying with the accounting requirements of the Plan, the design or monitoring of the participant loan program, ensuring compliance with Section 404(c) of ERISA, If applicable, selecting or monitoring the selection of plan investments. The Employer or its designee agrees to notify the Trustee immediately in the event of any changes regarding plan investments.

- (b) The Trust Agreement is incorporated herein by this reference and, as modified by this Agreement, shall be construed and enforced against the Trustee according to the laws of the state of the Employer's residence, to the extent not preempted by ERISA, if applicable. The foregoing provisions shall control the Interpretation of the Trust Agreement notwithstanding anything to the contrary contained herein or in any other document governing the Plan.
- (c) Administrative Powers. The Trustee shall have the following administrative powers with respect to the Trust, which it may exercise In Its sole discretion:
  - (i) With advance notice to and written consent of the Employer:
    - (a) To engage attorneys (who may also serve as counsel for the Employer or the Trustee), accountants and other professional advisors, and, anything contained herein to the contrary notwithstanding, to engage In legal or administrative proceedings as the Trustee deems reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee deems reasonable under the circumstances. Unless otherwise noted in this Agreement, such compensation shall be a charge upon the Trust and may be paid from the Trust with prior notice to the Employer and shall in no event be deducted from any compensation payable to the Trustee.
    - (b) To do all such acts, and exercise all such rights and privileges, although not specifically mentioned, unless specifically prohibited by the Employer or Plan Administrator, which shall be reasonably required in the performance of the Trustee's duties hereunder.
  - (ii) Judicial Settlement. With at least 10 days advance notice to and written consent of the Employer, the Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for Instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Trustee may, If It so elects, join in as a party defendant any other person or persons. The cost, including attorneys' fees, of any such accounting shall be a charge against the Trust with prior notice to the Employer.
  - (iii) Compensation. The Trustee shall receive compensation for the performance of Its services in the amount of \$850 per calendar year, with the first year's fee being prorated based on the number of days remaining in the current calendar year after the effective date of this Agreement as indicated above. In the event that the Trustee shall be called upon to render any extraordinary services, It shall be entitled to additional compensation as agreed in advance in writing by Employer and Trustee. To the extent not paid by Employer or another person or entity in its stead or on its behalf, such compensation shall constitute a charge against the Trust.

- (iv) Expenses. Expenses for legal, accounting and all other proper charges and disbursements of the Trustee in connection with the administration of the Trust shall constitute a charge to be paid by the Trust with prior notice to and written approval of the Employer.
- (d) Designation of Plan Administrator, Authorized Persons and Investment Manager. The Plan Administrator, Authorized Person and Investment Manager may be designated by providing the name and signatures of such person(s) to the Trustee. The Trustee shall be entitled to rely entirely, without having to make further inquiry, and shall not be held liable for any actions taken in assuming, that the Identity and duties of such persons so designated are valid until such time as it is otherwise notified in writing. Notice of authorization or removal of the Plan Administrator shall be accompanied by evidence of proper action of the Employer approving such instruction.
- (e) Reliance on Instruction. The Trustee may rely in all respects, without having to make further inquiry, upon Instructions appearing to be instructions from any person designated as the Employer, Plan Administrator, Investment Manager or Authorized Person. Instructions given by an Authorized Person in accordance with this Agreement shall be treated for all purposes hereof as instructions from the party appointing the Authorized Person. The Trustee shall be deemed to have received proper instructions upon receipt of written Instruction given to the Trustee in a form and manner required by or acceptable to the Trustee.
- (f) Conflicting Instructions. In the event of any ambiguous or conflicting Instructions to, or adverse claims or demands upon, the Trustee, the Trustee shall be entitled, at its option, to refuse to comply with any such Instruction, claim or demand as long as such ambiguity or conflict shall continue, and in so refusing the Trustee may elect not to make any payment or other disposition of assets held pursuant to this Agreement. The Trustee shall not be or become liable in any way for its failure or refusal to comply with any such ambiguous or conflicting Instructions or adverse claims or demands, and it shall be entitled to continue to so refrain from acting until such ambiguous, conflicting or adverse demands (i) have been resolved and it has been notified in writing thereof or (ii) have finally been determined in a court of competent jurisdiction.
- (g) Reliance on Professional Advisors. The Trustee may consult with a professional advisor who may also be an advisor for the Employer, and the Trustee shall be fully protected in respect of any action taken or suffered by the Trustee in good faith and in accordance with the advice or opinion of such professional advisor.
- (h) Bond. The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee's duties under this Agreement, except as may be required by Applicable Law,
- (i) Action By Employer. Except as otherwise agreed by Trustee, any action by Employer pursuant to any of the provisions of this Agreement, the Plan, or Applicable Law shall be, (i) in the case of a corporation, partnership or similar organization, evidenced by (1) a resolution of its governing body certified to the Trustee over the signature of its secretary or assistant secretary or other duly authorized agent under seal, if there be one, or (2) by appropriate written authorization of any person or committee to which the governing body had delegated the authority to take such action, and (ii) in the case of a sole proprietorship or any other entity, evidenced by written certification of a duly and legally authorized agent, individual or entity. The Trustee shall not be liable for any actions taken in accordance with any such resolution or other authorization.
- (j) Bankruptcy. Trustee shall have no duty, in the event of the Employer's bankruptcy or insolvency, to take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets.
- (k) Scope of Trustee's Liability. To the full extent permitted by Applicable Law, the Trustee shall not be liable for assets that are not included in the Trust or for losses of any kind that may result (i) by reason of any action taken by it in accordance with the instructions of the Employer, the Plan Administrator, the Investment Manager, or Authorized Person, (ii) by reason of any failure to act as a result of the absence of, or ambiguity of instructions, or (iii) by reason of any actions taken by any prior trustee, additional trustee, successor trustee or Appointed Custodian; provided,

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- (l) however, the Trustee shall be liable for any losses arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees (as defined below), or any of them. The Trustee has no duty to perform any actions other than those specified in this Agreement or pursuant to proper instructions.
- (l) General Indemnity. The Employer shall, to the full extent permitted by Applicable Law, and subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, Indemnify and hold harmless the Trustee and the Trustee's directors, officers, employees, agents and affiliates ("Trustee Indemnitees") from and against any and all damages, losses, costs, judgments, fines, penalties, and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee Indemnitees, by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Employer), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee or the Trustee Indemnitees, or any of them. Reasonable expenses incurred in defending any such claim, action, suit or proceeding shall be paid by the Employer upon a final disposition of such claim, action, suit, or proceeding, upon presentation of statements therefore by the Trustee.
- (m) Specific Indemnities. In addition to and not in derogation of any other Indemnification or hold harmless provisions in this Agreement, the Employer, subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, agrees to indemnify and hold the Trustee Indemnitees harmless from and against any liability that it or they may incur because of:
- (i) The Employer's failure to make any contribution to the Trust or the insufficiency of the Trust to discharge any liabilities under the Plan.
  - (ii) Actions taken or omitted by the Trustee pursuant to any instructions from the Employer, Plan Administrator, Investment Manager or Authorized Person, as the case may be, or actions not taken in the absence of any such instruction.
  - (iii) The application of any part of the Trust by the Trustee in accordance with the instructions of the Employer, Plan Administrator, Investment Manager or Authorized Person.
  - (iv) The failure of an individually directed account or participant loan to satisfy the requirements of the Plan and Applicable Law,
- Provided, however, the Trustee shall be liable for any liability arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees, or any of them.
- (n) Waiver. The Trustee or Employer shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver is in writing, signed by the Trustee or Employer, as the case may be, and such waiver shall only be effective to the extent expressly therein set forth. A waiver by the Trustee or Employer of any right or remedy granted by this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.
- (o) No Affiliation. The Trustee is not affiliated with the recordkeeper and there is no agency, partnership or joint venture relationship between the Trustee and the recordkeeper.



- (p) Removal or Resignation. The Trustee may be removed by the Employer at any time by written notice to the Trustee and the Trustee may resign at any time by written notice to the Employer; provided that, unless otherwise agreed, the effective date of such removal or resignation shall be sixty (60) days from the date that said written notice is given. Notice of removal shall be accompanied by evidence of proper action of the Employer approving such removal or shall be given by an Authorized Person or by any successor in office of an Authorized Person. -
- (q) Successor. The Employer shall appoint a successor trustee to act hereunder within sixty (60) days after notice provided. If within sixty (60) days after such notice the Employer has not designated a successor trustee, which has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or may appoint an employee of Employer as successor trustee in accordance with Applicable Law. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, Trustee shall provide Employer advance notice of any such merger, conversion, consolidation or successor.
- (r) Powers of Successor. Each successor trustee shall have the powers and duties conferred upon the Trustee in the Trust Agreement, as modified by this Agreement, and the term "Trustee" as used in this Agreement shall be deemed to include any successor trustee.
- (s) Notices. Except as the parties may otherwise agree in writing, all notices, reports, accounts and other communications from the Trustee to the Employer, the Plan Administrator, the Investment Manager(s) or any Authorized Person shall be in writing and deemed to have been duly given to the Investment Manager(s) when received at its principal place of business, and shall be deemed to have been given to the Employer, Plan Administrator or any Authorized Person when received at the address below:

City of La Vista  
Attention: City Clerk  
La Vista City Hall  
8116 Park View Blvd  
La Vista, NE 68128

. Except as the parties may otherwise agree in writing, all instructions, notices, objections and other communications to the Trustee shall be in writing and shall be deemed to have been given when received by the Trustee at its office below:

Wilmington Trust Retirement and Institutional Services Company  
P.O. Box 52129  
Phoenix, AZ 85072-2129  
Attn: Vice President — Client Services

Or, if by overnight mail:

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Attn: Vice President — Client Services

- (t) Inspections/Audits. Trustee's records and statements are to be open for inspection and audit by the Employer from time to time upon request. The Employer shall exercise such right with reasonable prior written notice to the Trustee, and except as required by applicable law, any such audit rights shall be exercised by the Employer not more frequently than annually.

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- (u) Force Majeure. The Trustee or Employer shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement when such delays result from events beyond its reasonable control, including without limitation, interruption of the business of the Trustee or Employer, as the case may be, due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work stoppages due to slow-downs), unauthorized access to its systems that may breach its reasonable protection against such access, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption,
  - (v) Entire Agreement. This Agreement, including all Appendices hereto, the Account Application, and the Authorized Persons List, contains the entire understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof, whether written or oral, express or implied.
3. Except as amended and modified hereby, the terms and provisions of the Trust Agreement are hereby ratified, approved and confirmed.
4. Services to be Performed by Plan Administrator. The Employer has (or will) delegate to the Plan Administrator the sole responsibility to perform certain ministerial and administrative services to the extent set forth in the Administrative Services Agreement between the Employer and the Plan Administrator, and if so provided in the Administrative Services Agreement the Employer hereby instructs Trustee that Trustee shall relinquish any responsibility for the performance of said duties that it would otherwise have pursuant to the Trust Agreement as set forth below:
- (a) Receive contributions directly from the Employer or its Plan Committee;
  - (b) Make distributions at the Employer's directions, in accordance with the terms of the Plan and the Trust Agreement;
  - (c) Perform the accounting for all assets including cash, as well as contributions, loans and withdrawals and the allocation of credited interest and allocate all income, gains and losses;
  - (d) Remit fees for services rendered to the Plan as directed by the Employer, subject to the prohibited transactions provisions of ERISA, if applicable;
  - (e) Render reports to the Employer and the Trustee with respect to assets held as required or reasonably requested (e.g., SOC-1 or similar reports);
  - (f) Perform tax reporting and withholding in compliance with applicable Federal and State law in connection with payments to participants or beneficiaries and in accordance with instructions and directions provided by the Employer;
  - (g) Collect or cause to be collected all income, distributions, and proceeds relating to Plan assets and to invest the same and all contributions as directed by the Employer or another Instructing Party;
  - (h) Process or cause to be processed dividends, including reinvestment and/or payment, if applicable; and
  - (i) Forward or cause to be forwarded to the Employer all applicable proxies, corporate actions and other notices relating to the Plan assets, which the Employer shall process.

[Remainder of page intentionally left blank]

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WTRISC is required to provide the name, address and share position(s) or the beneficial holder of securities to the issuing company unless the beneficial holder objects in writing to the provision of such information. Unless you check the box provided below, WTRISC will provide such information to the issuing company for all securities held in the account today and in the future.

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☒ Employer requests that Wilmington Trust Retirement and Institutional Services Company withhold providing its name, address and share positions(s) to issuing companies.

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IN WITNESS WHEREOF, the Employer and Trustee have executed this Amendment as of the date first written above.

Agreed To By:

TRUSTEE:  
WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER:  
CITY OF IAVISTA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

**AUTHORIZED PERSON LIST**

In accordance with the provisions of the Amendment of Trust entered into by and between **Wilmington Trust Retirement and Institutional Services Company** ("WTRISC"), and **CITY OF LAVISTA**, as plan sponsor for the **CITY OF LAVISTA** (the "Plan"), WTRISC may accept and act upon instructions on behalf of the Plan received from:

(Please select one):

- ☐ Any gag of the Individuals
- ☐ By each and every one of the individuals
- ☐ By Insert Number of Individuals, if applicable of the individuals shown below:
- ☐

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Wilmington Trust Retirement and Institutional Services Company  
2000 North Central Avenue, Suite 900 Phoenix, Arizona 85004 (602) 955-8373 (800) 458-9269

## Document Requirements

WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

- ☐ WTRISC Account Application (please complete)

- ☐ WTRISC Appointment/Trust Amendment (please complete and execute)

- ☐ WTRISC Authorized Person List (please complete and execute)

\*Please return executed original documents and keep a copy for your records

- ☐ Most current Asset Statement

- ☐ IRS Determination Letter (If applicable)

- ☐ Copy of executed Plan and Trust Document of prototype, copy of executed Adoption Agreement is also required)

- ☐ USA PATRIOT Act Customer Identification Program requirements (applicable to plans not Subject to Title I of ERISA)

In order to help the government fight the funding of terrorism and money laundering activities, law requires all financial Institutions to obtain, verify and record certain information that identifies each person or institution that opens a new account. We may request certain Information and documentation. The documentation is standard, and In some circumstances we may be required to ask for additional information.

- ☐ IRS Form W-9  
☐ Proof of Entity Status (I.e., copy at Certified Articles of Incorporation, Government Issued Business License, Secretary of State Filing, Certificate of Good Standing (issued within the last 6 months), Partnership Agreement, etc.)

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900 Phoenix, Arizona 86004 • (602) 955-8373 • (800) 458-9269

**TRUSTEE (or SUCCESSOR TRUSTEE) APPOINTMENT  
AMENDMENT OF TRUST AGREEMENT**

*THIS AMENDMENT OF TRUST AGREEMENT ("Agreement") is entered Into by and between the employer named on the signature page hereof (the "Employer") and Wilmington Trust Retirement and Institutional Services Company ("WTRISC"), as non-discretionary trustee (the "Trustee") for the CITY OF LAVISTA Plan 106162- The City of La Vista City Administrators' Defined Contribution Pension Plan and Trust (the "Plan") and is entered into as of this **31st** day of **July, 2012**.*

**PRELIMINARY STATEMENTS**

WHEREAS, the Trustee is a trust company that is subject to supervision of the United States or a State;

WHEREAS, the Employer is a governmental entity;

WHEREAS, the Employer is adopting or has heretofore adopted the above referenced Plan;

WHEREAS, in connection with the adoption of the Plan, the Employer Is entering Into or has entered into a trust agreement or a combined plan and trust agreement (the "Trust Agreement");

WHEREAS, the Employer has duly appointed WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Trust Agreement, and WTRISC is willing to serve as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable; and

WHEREAS, the Employer is entering (or has entered) Into an Administrative Services Agreement with ICMA Retirement Corporation ("Plan Administrator").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Employer and WTRISC hereby mutually agree as follows

1. The Employer hereby appoints WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee as applicable, and WTRISC hereby accepts such appointment subject to applicable law, regulations and other guidance and the terms of the governing Plan documents and Trust Agreement, as modified by this Agreement. The Employer hereby represents and warrants that the Plan is and, during the term of this Agreement, shall remain a "governmental plan" as defined In Section 3(32) of the Employee Retirement Income security Act of 1974, as amended ("ERISA") and pursuant to Section 4(b) of ERISA Is exempt from Title I of ERISA, and the Employer hereby agrees That it shall notify WTRISC immediately If the Plan Is or will no longer be exempt therefrom. To the extent applicable, the Employer agrees that it has or shall have in place internal controls commensurate with the risk to ensure compliance with U.S. economic sanctions programs administered by the Departments of Treasury and State, as well as controls (i) sufficient to ensure that funds flowing to Trustee or a third party with custody of Trust assets are not from suspect sources, and (ii) that meet all applicable U.S. anti-money laundering, anti-terrorism finance, and anti-corruption requirements.
2. The Employer and WTRISC agree that the following provisions are added to the Trust Agreement and shall control the interpretation thereof, notwithstanding anything to the contrary now or hereafter contained therein or in any other document governing the Plan:
  - (a) Unless and until otherwise agreed in writing between the Employer and the Trustee, the Trustee shall have no discretionary Investment responsibility with respect to the trust fund, it being the intent of the parties that the Trustee be a directed trustee, and such discretionary investment responsibility shall be exercised by the Employer, the Participants, or one or more Investment Managers or other named fiduciary for the Plan (each, an "Instructing Party") (it being agreed that the Trustee shall have no responsibility for conveying investment instructions to any person or entity so long as it does not have custody of Trust assets); and further, the Trustee shall have no obligations or responsibilities with respect to developing a funding policy, any financial control functions (Including, without limitation, account reconciliation, money movement or settlement

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and participant disbursements), participant review for Office of Foreign Asset Control activity, complying with the accounting requirements of the Plan, the design or monitoring of the participant loan program, ensuring compliance with Section 404(c) of ERISA, If applicable, selecting or monitoring the selection of plan investments. The Employer or its designee agrees to notify the Trustee immediately in the event of any changes regarding plan investments.

- (b) The Trust Agreement is incorporated herein by this reference and, as modified by this Agreement, shall be construed and enforced against the Trustee according to the laws of the state of the Employer's residence, to the extent not preempted by ERISA, if applicable. The foregoing provisions shall control the Interpretation of the Trust Agreement notwithstanding anything to the contrary contained herein or in any other document governing the Plan.
- (c) Administrative Powers. The Trustee shall have the following administrative powers with respect to the Trust, which it may exercise In Its sole discretion:
  - (i) With advance notice to and written consent of the Employer:
    - (a) To engage attorneys (who may also serve as counsel for the Employer or the Trustee), accountants and other professional advisors, and, anything contained herein to the contrary notwithstanding, to engage In legal or administrative proceedings as the Trustee deems reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee deems reasonable under the circumstances. Unless otherwise noted in this Agreement, such compensation shall be a charge upon the Trust and may be paid from the Trust with prior notice to the Employer and shall in no event be deducted from any compensation payable to the Trustee.
    - (b) To do all such acts, and exercise all such rights and privileges, although not specifically mentioned, unless specifically prohibited by the Employer or Plan Administrator, which shall be reasonably required in the performance of the Trustee's duties hereunder.
  - (ii) Judicial Settlement. With at least 10 days advance notice to and written consent of the Employer, the Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for Instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Trustee may, If It so elects, join in as a party defendant any other person or persons. The cost, including attorneys' fees, of any such accounting shall be a charge against the Trust with prior notice to the Employer.
  - (iii) Compensation. The Trustee shall receive compensation for the performance of Its services in the amount of \$850 per calendar year, with the first year's fee being prorated based on the number of days remaining in the current calendar year after the effective date of this Agreement as indicated above. In the event that the Trustee shall be called upon to render any extraordinary services, It shall be entitled to additional compensation as agreed in advance in writing by Employer and Trustee. To the extent not paid by Employer or another person or entity in its stead or on its behalf, such compensation shall constitute a charge against the Trust.



- (iv) Expenses. Expenses for legal, accounting and all other proper charges and disbursements of the Trustee in connection with the administration of the Trust shall constitute a charge to be paid by the Trust with prior notice to and written approval of the Employer.
- (d) Designation of Plan Administrator, Authorized Persons and Investment Manager. The Plan Administrator, Authorized Person and Investment Manager may be designated by providing the name and signatures of such person(s) to the Trustee. The Trustee shall be entitled to rely entirely, without having to make further inquiry, and shall not be held liable for any actions taken in assuming, that the Identity and duties of such persons so designated are valid until such time as it is otherwise notified in writing. Notice of authorization or removal of the Plan Administrator shall be accompanied by evidence of proper action of the Employer approving such instruction.
- (e) Reliance on Instruction. The Trustee may rely in all respects, without having to make further inquiry, upon Instructions appearing to be instructions from any person designated as the Employer, Plan Administrator, Investment Manager or Authorized Person. Instructions given by an Authorized Person in accordance with this Agreement shall be treated for all purposes hereof as instructions from the party appointing the Authorized Person. The Trustee shall be deemed to have received proper instructions upon receipt of written Instruction given to the Trustee in a form and manner required by or acceptable to the Trustee.
- (f) Conflicting Instructions. In the event of any ambiguous or conflicting Instructions to, or adverse claims or demands upon, the Trustee, the Trustee shall be entitled, at its option, to refuse to comply with any such Instruction, claim or demand as long as such ambiguity or conflict shall continue, and in so refusing the Trustee may elect not to make any payment or other disposition of assets held pursuant to this Agreement. The Trustee shall not be or become liable in any way for its failure or refusal to comply with any such ambiguous or conflicting Instructions or adverse claims or demands, and it shall be entitled to continue to so refrain from acting until such ambiguous, conflicting or adverse demands (i) have been resolved and it has been notified in writing thereof or (ii) have finally been determined in a court of competent jurisdiction.
- (g) Reliance on Professional Advisors. The Trustee may consult with a professional advisor who may also be an advisor for the Employer, and the Trustee shall be fully protected in respect of any action taken or suffered by the Trustee in good faith and in accordance with the advice or opinion of such professional advisor.
- (h) Bond. The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee's duties under this Agreement, except as may be required by Applicable Law,
- (i) Action By Employer. Except as otherwise agreed by Trustee, any action by Employer pursuant to any of the provisions of this Agreement, the Plan, or Applicable Law shall be, (i) in the case of a corporation, partnership or similar organization, evidenced by (1) a resolution of its governing body certified to the Trustee over the signature of its secretary or assistant secretary or other duly authorized agent under seal, if there be one, or (2) by appropriate written authorization of any person or committee to which the governing body had delegated the authority to take such action, and (ii) in the case of a sole proprietorship or any other entity, evidenced by written certification of a duly and legally authorized agent, individual or entity. The Trustee shall not be liable for any actions taken in accordance with any such resolution or other authorization.
- (j) Bankruptcy. Trustee shall have no duty, in the event of the Employer's bankruptcy or insolvency, to take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets.
- (k) Scope of Trustee's Liability. To the full extent permitted by Applicable Law, the Trustee shall not be liable for assets that are not included in the Trust or for losses of any kind that may result (i) by reason of any action taken by it in accordance with the instructions of the Employer, the Plan Administrator, the Investment Manager, or Authorized Person, (ii) by reason of any failure to act as a result of the absence of, or ambiguity of instructions, or (iii) by reason of any actions taken by any prior trustee, additional trustee, successor trustee or Appointed Custodian; provided,

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- (l) however, the Trustee shall be liable for any losses arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees (as defined below), or any of them. The Trustee has no duty to perform any actions other than those specified in this Agreement or pursuant to proper instructions.
- (l) General Indemnity. The Employer shall, to the full extent permitted by Applicable Law, and subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, Indemnify and hold harmless the Trustee and the Trustee's directors, officers, employees, agents and affiliates ("Trustee Indemnitees") from and against any and all damages, losses, costs, judgments, fines, penalties, and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee Indemnitees, by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Employer), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee or the Trustee Indemnitees, or any of them. Reasonable expenses incurred in defending any such claim, action, suit or proceeding shall be paid by the Employer upon a final disposition of such claim, action, suit, or proceeding, upon presentation of statements therefore by the Trustee.
- (m) Specific Indemnities. In addition to and not in derogation of any other Indemnification or hold harmless provisions in this Agreement, the Employer, subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, agrees to indemnify and hold the Trustee Indemnitees harmless from and against any liability that it or they may incur because of:
- (i) The Employer's failure to make any contribution to the Trust or the insufficiency of the Trust to discharge any liabilities under the Plan.
  - (ii) Actions taken or omitted by the Trustee pursuant to any instructions from the Employer, Plan Administrator, Investment Manager or Authorized Person, as the case may be, or actions not taken in the absence of any such instruction.
  - (iii) The application of any part of the Trust by the Trustee in accordance with the instructions of the Employer, Plan Administrator, Investment Manager or Authorized Person.
  - (iv) The failure of an individually directed account or participant loan to satisfy the requirements of the Plan and Applicable Law,
- Provided, however, the Trustee shall be liable for any liability arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees, or any of them.
- (n) Waiver. The Trustee or Employer shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver is in writing, signed by the Trustee or Employer, as the case may be, and such waiver shall only be effective to the extent expressly therein set forth. A waiver by the Trustee or Employer of any right or remedy granted by this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.
- (o) No Affiliation. The Trustee is not affiliated with the recordkeeper and there is no agency, partnership or joint venture relationship between the Trustee and the recordkeeper.

- (p) Removal or Resignation. The Trustee may be removed by the Employer at any time by written notice to the Trustee and the Trustee may resign at any time by written notice to the Employer; provided that, unless otherwise agreed, the effective date of such removal or resignation shall be sixty (60) days from the date that said written notice is given. Notice of removal shall be accompanied by evidence of proper action of the Employer approving such removal or shall be given by an Authorized Person or by any successor in office of an Authorized Person. -
- (q) Successor. The Employer shall appoint a successor trustee to act hereunder within sixty (60) days after notice provided. If within sixty (60) days after such notice the Employer has not designated a successor trustee, which has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or may appoint an employee of Employer as successor trustee in accordance with Applicable Law. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, Trustee shall provide Employer advance notice of any such merger, conversion, consolidation or successor.
- (r) Powers of Successor. Each successor trustee shall have the powers and duties conferred upon the Trustee in the Trust Agreement, as modified by this Agreement, and the term "Trustee" as used in this Agreement shall be deemed to include any successor trustee.
- (s) Notices. Except as the parties may otherwise agree in writing, all notices, reports, accounts and other communications from the Trustee to the Employer, the Plan Administrator, the Investment Manager(s) or any Authorized Person shall be in writing and deemed to have been duly given to the Investment Manager(s) when received at its principal place of business, and shall be deemed to have been given to the Employer, Plan Administrator or any Authorized Person when received at the address below:

City of La Vista  
Attention: City Clerk  
La Vista City Hall  
8116 Park View Blvd  
La Vista, NE 68128

. Except as the parties may otherwise agree in writing, all instructions, notices, objections and other communications to the Trustee shall be in writing and shall be deemed to have been given when received by the Trustee at its office below:

Wilmington Trust Retirement and Institutional Services Company  
P.O. Box 52129  
Phoenix, AZ 85072-2129  
Attn: Vice President — Client Services

Or, if by overnight mail:

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Attn: Vice President — Client Services

- (t) Inspections/Audits. Trustee's records and statements are to be open for inspection and audit by the Employer from time to time upon request. The Employer shall exercise such right with reasonable prior written notice to the Trustee, and except as required by applicable law, any such audit rights shall be exercised by the Employer not more frequently than annually.

## WILMINGTON

### Trust

- (u) Force Majeure. The Trustee or Employer shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement when such delays result from events beyond its reasonable control, including without limitation, interruption of the business of the Trustee or Employer, as the case may be, due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work stoppages due to slow-downs), unauthorized access to its systems that may breach its reasonable protection against such access, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption,
  - (v) Entire Agreement. This Agreement, including all Appendices hereto, the Account Application, and the Authorized Persons List, contains the entire understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof, whether written or oral, express or implied.
3. Except as amended and modified hereby, the terms and provisions of the Trust Agreement are hereby ratified, approved and confirmed.
4. Services to be Performed by Plan Administrator. The Employer has (or will) delegate to the Plan Administrator the sole responsibility to perform certain ministerial and administrative services to the extent set forth in the Administrative Services Agreement between the Employer and the Plan Administrator, and if so provided in the Administrative Services Agreement the Employer hereby instructs Trustee that Trustee shall relinquish any responsibility for the performance of said duties that it would otherwise have pursuant to the Trust Agreement as set forth below:
- (a) Receive contributions directly from the Employer or its Plan Committee;
  - (b) Make distributions at the Employer's directions, in accordance with the terms of the Plan and the Trust Agreement;
  - (c) Perform the accounting for all assets including cash, as well as contributions, loans and withdrawals and the allocation of credited interest and allocate all income, gains and losses;
  - (d) Remit fees for services rendered to the Plan as directed by the Employer, subject to the prohibited transactions provisions of ERISA, if applicable;
  - (e) Render reports to the Employer and the Trustee with respect to assets held as required or reasonably requested (e.g., SOC-1 or similar reports);
  - (f) Perform tax reporting and withholding in compliance with applicable Federal and State law in connection with payments to participants or beneficiaries and in accordance with instructions and directions provided by the Employer;
  - (g) Collect or cause to be collected all income, distributions, and proceeds relating to Plan assets and to invest the same and all contributions as directed by the Employer or another Instructing Party;
  - (h) Process or cause to be processed dividends, including reinvestment and/or payment, if applicable; and
  - (i) Forward or cause to be forwarded to the Employer all applicable proxies, corporate actions and other notices relating to the Plan assets, which the Employer shall process.

[Remainder of page intentionally left blank]

**WILMINGTON**  
Trust

WTRISC is required to provide the name, address and share position(s) or the beneficial holder of securities to the issuing company unless the beneficial holder objects in writing to the provision of such information. Unless you check the box provided below, WTRISC will provide such information to the issuing company for all securities held in the account today and in the future.

---

☒ Employer requests that Wilmington Trust Retirement and Institutional Services Company withhold providing its name, address and share positions(s) to issuing companies.

---

IN WITNESS WHEREOF, the Employer and Trustee have executed this Amendment as of the date first written above.

Agreed To By:

TRUSTEE:  
WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER:  
CITY OF IAVISTA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

**AUTHORIZED PERSON LIST**

In accordance with the provisions of the Amendment of Trust entered into by and between **Wilmington Trust Retirement and Institutional Services Company** ("WTRISC"), and **CITY OF LAVISTA**, as plan sponsor for the **CITY OF LAVISTA** (the "Plan"), WTRISC may accept and act upon instructions on behalf of the Plan received from:

(Please select one):

- ☐ Any gag of the Individuals
- ☐ By each and every one of the individuals
- ☐ By Insert Number of Individuals, if applicable of the individuals shown below:
- ☐

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Wilmington Trust Retirement and Institutional Services Company  
 2000 North Central Avenue, Suite 900 Phoenix, Arizona 85004 (602) 955-8373 (800) 458-9269

**Document Requirements**

**WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY**

- ☐ WTRISC Account Application (please complete)

- ☐ WTRISC Appointment/Trust Amendment (please complete and execute)

- ☐ WTRISC Authorized Person List (please complete and execute)

\*Please return executed original documents and keep a copy for your records

- ☐ Most current Asset Statement

- ☐ IRS Determination Letter (if applicable)

- ☐ Copy of executed Plan and Trust Document of prototype, copy of executed Adoption Agreement is also required)

- ☐ USA PATRIOT Act Customer Identification Program requirements (applicable to plans not Subject to Title I of ERISA)

In order to help the government fight the funding of terrorism and money laundering activities, law requires all financial Institutions to obtain, verify and record certain information that identifies each person or institution that opens a new account. We may request certain information and documentation. The documentation is standard, and In some circumstances we may be required to ask for additional information.

- ☐ IRS Form W-9

- ☐ Proof of Entity Status (i.e., copy at Certified Articles of Incorporation, Government Issued Business License, Secretary of State Filing, Certificate of Good Standing (issued within the last 6 months), Partnership Agreement, etc.)

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900 Phoenix, Arizona 86004 • (602) 955-8373 • (800) 458-9269



**TRUSTEE (or SUCCESSOR TRUSTEE) APPOINTMENT  
AMENDMENT OF TRUST AGREEMENT**

*THIS AMENDMENT OF TRUST AGREEMENT ("Agreement") is entered Into by and between the employer named on the signature page hereof (the "Employer") and Wilmington Trust Retirement and Institutional Services Company ("WTRISC"), as non-discretionary trustee (the "Trustee") for the CITY OF LAVISTA Plan 106442 – The City of La Vista Firefighters Retirement Plan and Trust (the "Plan") and is entered into as of this **31st** day of **July, 2012**.*

**PRELIMINARY STATEMENTS**

WHEREAS, the Trustee is a trust company that is subject to supervision of the United States or a State;

WHEREAS, the Employer is a governmental entity;

WHEREAS, the Employer is adopting or has heretofore adopted the above referenced Plan;

WHEREAS, in connection with the adoption of the Plan, the Employer Is entering Into or has entered into a trust agreement or a combined plan and trust agreement (the "Trust Agreement");

WHEREAS, the Employer has duly appointed WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Trust Agreement, and WTRISC is willing to serve as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable; and

WHEREAS, the Employer is entering (or has entered) Into an Administrative Services Agreement with ICMA Retirement Corporation ("Plan Administrator").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Employer and WTRISC hereby mutually agree as follows

1. The Employer hereby appoints WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee as applicable, and WTRISC hereby accepts such appointment subject to applicable law, regulations and other guidance and the terms of the governing Plan documents and Trust Agreement, as modified by this Agreement. The Employer hereby represents and warrants that the Plan is and, during the term of this Agreement, shall remain a "governmental plan" as defined In Section 3(32) of the Employee Retirement Income security Act of 1974, as amended ("ERISA") and pursuant to Section 4(b) of ERISA Is exempt from Title I of ERISA, and the Employer hereby agrees That it shall notify WTRISC immediately If the Plan Is or will no longer be exempt therefrom. To the extent applicable, the Employer agrees that it has or shall have in place internal controls commensurate with the risk to ensure compliance with U.S. economic sanctions programs administered by the Departments of Treasury and State, as well as controls (i) sufficient to ensure that funds flowing to Trustee or a third party with custody of Trust assets are not from suspect sources, and (ii) that meet all applicable U.S. anti-money laundering, anti-terrorism finance, and anti-corruption requirements.
2. The Employer and WTRISC agree that the following provisions are added to the Trust Agreement and shall control the interpretation thereof, notwithstanding anything to the contrary now or hereafter contained therein or in any other document governing the Plan:
  - (a) Unless and until otherwise agreed in writing between the Employer and the Trustee, the Trustee shall have no discretionary Investment responsibility with respect to the trust fund, it being the intent of the parties that the Trustee be a directed trustee, and such discretionary investment responsibility shall be exercised by the Employer, the Participants, or one or more Investment Managers or other named fiduciary for the Plan (each, an "Instructing Party") (it being agreed that the Trustee shall have no responsibility for conveying investment instructions to any person or entity so long as it does not have custody of Trust assets); and further, the Trustee shall have no obligations or responsibilities with respect to developing a funding policy, any financial control functions (Including, without limitation, account reconciliation, money movement or settlement

## WILMINGTON

### Trust

and participant disbursements), participant review for Office of Foreign Asset Control activity, complying with the accounting requirements of the Plan, the design or monitoring of the participant loan program, ensuring compliance with Section 404(c) of ERISA, If applicable, selecting or monitoring the selection of plan investments. The Employer or its designee agrees to notify the Trustee immediately in the event of any changes regarding plan investments.

- (b) The Trust Agreement is incorporated herein by this reference and, as modified by this Agreement, shall be construed and enforced against the Trustee according to the laws of the state of the Employer's residence, to the extent not preempted by ERISA, if applicable. The foregoing provisions shall control the Interpretation of the Trust Agreement notwithstanding anything to the contrary contained herein or in any other document governing the Plan.
- (c) Administrative Powers. The Trustee shall have the following administrative powers with respect to the Trust, which it may exercise In Its sole discretion:
  - (i) With advance notice to and written consent of the Employer:
    - (a) To engage attorneys (who may also serve as counsel for the Employer or the Trustee), accountants and other professional advisors, and, anything contained herein to the contrary notwithstanding, to engage In legal or administrative proceedings as the Trustee deems reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee deems reasonable under the circumstances. Unless otherwise noted in this Agreement, such compensation shall be a charge upon the Trust and may be paid from the Trust with prior notice to the Employer and shall in no event be deducted from any compensation payable to the Trustee.
    - (b) To do all such acts, and exercise all such rights and privileges, although not specifically mentioned, unless specifically prohibited by the Employer or Plan Administrator, which shall be reasonably required in the performance of the Trustee's duties hereunder.
  - (ii) Judicial Settlement. With at least 10 days advance notice to and written consent of the Employer, the Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for Instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Trustee may, If It so elects, join in as a party defendant any other person or persons. The cost, including attorneys' fees, of any such accounting shall be a charge against the Trust with prior notice to the Employer.
  - (iii) Compensation. The Trustee shall receive compensation for the performance of Its services in the amount of \$850 per calendar year, with the first year's fee being prorated based on the number of days remaining in the current calendar year after the effective date of this Agreement as indicated above. In the event that the Trustee shall be called upon to render any extraordinary services, It shall be entitled to additional compensation as agreed in advance in writing by Employer and Trustee. To the extent not paid by Employer or another person or entity in its stead or on its behalf, such compensation shall constitute a charge against the Trust.

- (iv) Expenses. Expenses for legal, accounting and all other proper charges and disbursements of the Trustee in connection with the administration of the Trust shall constitute a charge to be paid by the Trust with prior notice to and written approval of the Employer.
- (d) Designation of Plan Administrator, Authorized Persons and Investment Manager. The Plan Administrator, Authorized Person and Investment Manager may be designated by providing the name and signatures of such person(s) to the Trustee. The Trustee shall be entitled to rely entirely, without having to make further inquiry, and shall not be held liable for any actions taken in assuming, that the Identity and duties of such persons so designated are valid until such time as it is otherwise notified in writing. Notice of authorization or removal of the Plan Administrator shall be accompanied by evidence of proper action of the Employer approving such instruction.
- (e) Reliance on Instruction. The Trustee may rely in all respects, without having to make further inquiry, upon Instructions appearing to be instructions from any person designated as the Employer, Plan Administrator, Investment Manager or Authorized Person. Instructions given by an Authorized Person in accordance with this Agreement shall be treated for all purposes hereof as instructions from the party appointing the Authorized Person. The Trustee shall be deemed to have received proper instructions upon receipt of written Instruction given to the Trustee in a form and manner required by or acceptable to the Trustee.
- (f) Conflicting Instructions. In the event of any ambiguous or conflicting Instructions to, or adverse claims or demands upon, the Trustee, the Trustee shall be entitled, at its option, to refuse to comply with any such Instruction, claim or demand as long as such ambiguity or conflict shall continue, and in so refusing the Trustee may elect not to make any payment or other disposition of assets held pursuant to this Agreement. The Trustee shall not be or become liable in any way for its failure or refusal to comply with any such ambiguous or conflicting Instructions or adverse claims or demands, and it shall be entitled to continue to so refrain from acting until such ambiguous, conflicting or adverse demands (i) have been resolved and it has been notified in writing thereof or (ii) have finally been determined in a court of competent jurisdiction.
- (g) Reliance on Professional Advisors. The Trustee may consult with a professional advisor who may also be an advisor for the Employer, and the Trustee shall be fully protected in respect of any action taken or suffered by the Trustee in good faith and in accordance with the advice or opinion of such professional advisor.
- (h) Bond. The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee's duties under this Agreement, except as may be required by Applicable Law,
- (i) Action By Employer. Except as otherwise agreed by Trustee, any action by Employer pursuant to any of the provisions of this Agreement, the Plan, or Applicable Law shall be, (i) in the case of a corporation, partnership or similar organization, evidenced by (1) a resolution of its governing body certified to the Trustee over the signature of its secretary or assistant secretary or other duly authorized agent under seal, if there be one, or (2) by appropriate written authorization of any person or committee to which the governing body had delegated the authority to take such action, and (ii) in the case of a sole proprietorship or any other entity, evidenced by written certification of a duly and legally authorized agent, individual or entity. The Trustee shall not be liable for any actions taken in accordance with any such resolution or other authorization.
- (j) Bankruptcy. Trustee shall have no duty, in the event of the Employer's bankruptcy or insolvency, to take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets.
- (k) Scope of Trustee's Liability. To the full extent permitted by Applicable Law, the Trustee shall not be liable for assets that are not included in the Trust or for losses of any kind that may result (i) by reason of any action taken by it in accordance with the instructions of the Employer, the Plan Administrator, the Investment Manager, or Authorized Person, (ii) by reason of any failure to act as a result of the absence of, or ambiguity of instructions, or (iii) by reason of any actions taken by any prior trustee, additional trustee, successor trustee or Appointed Custodian; provided,

## WILMINGTON

### Trust

- (l) however, the Trustee shall be liable for any losses arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees (as defined below), or any of them. The Trustee has no duty to perform any actions other than those specified in this Agreement or pursuant to proper instructions.
- (l) General Indemnity. The Employer shall, to the full extent permitted by Applicable Law, and subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, Indemnify and hold harmless the Trustee and the Trustee's directors, officers, employees, agents and affiliates ("Trustee Indemnitees") from and against any and all damages, losses, costs, judgments, fines, penalties, and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee Indemnitees, by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Employer), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee or the Trustee Indemnitees, or any of them, Reasonable expenses incurred in defending any such claim, action, suit or proceeding shall be paid by the Employer upon a final disposition of such claim, action, suit, or proceeding, upon presentation of statements therefore by the Trustee.
- (m) Specific Indemnities. In addition to and not in derogation of any other Indemnification or hold harmless provisions in this Agreement, the Employer, subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, agrees to indemnify and hold the Trustee Indemnitees harmless from and against any liability that it or they may incur because of:
  - (i) The Employer's failure to make any contribution to the Trust or the insufficiency of the Trust to discharge any liabilities under the Plan.
  - (ii) Actions taken or omitted by the Trustee pursuant to any instructions from the Employer, Plan Administrator, Investment Manager or Authorized Person, as the case may be, or actions not taken in the absence of any such instruction.
  - (iii) The application of any part of the Trust by the Trustee in accordance with the instructions of the Employer, Plan Administrator, Investment Manager or Authorized Person.
  - (iv) The failure of an individually directed account or participant loan to satisfy the requirements of the Plan and Applicable Law,Provided, however, the Trustee shall be liable for any liability arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees, or any of them.
- (n) Waiver. The Trustee or Employer shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver is in writing, signed by the Trustee or Employer, as the case may be, and such waiver shall only be effective to the extent expressly therein set forth. A waiver by the Trustee or Employer of any right or remedy granted by this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.
- (o) No Affiliation. The Trustee is not affiliated with the recordkeeper and there is no agency, partnership or joint venture relationship between the Trustee and the recordkeeper.

- (p) Removal or Resignation. The Trustee may be removed by the Employer at any time by written notice to the Trustee and the Trustee may resign at any time by written notice to the Employer; provided that, unless otherwise agreed, the effective date of such removal or resignation shall be sixty (60) days from the date that said written notice is given. Notice of removal shall be accompanied by evidence of proper action of the Employer approving such removal or shall be given by an Authorized Person or by any successor in office of an Authorized Person. -
- (q) Successor. The Employer shall appoint a successor trustee to act hereunder within sixty (60) days after notice provided. If within sixty (60) days after such notice the Employer has not designated a successor trustee, which has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or may appoint an employee of Employer as successor trustee in accordance with Applicable Law. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, Trustee shall provide Employer advance notice of any such merger, conversion, consolidation or successor.
- (r) Powers of Successor. Each successor trustee shall have the powers and duties conferred upon the Trustee in the Trust Agreement, as modified by this Agreement, and the term "Trustee" as used in this Agreement shall be deemed to include any successor trustee.
- (s) Notices. Except as the parties may otherwise agree in writing, all notices, reports, accounts and other communications from the Trustee to the Employer, the Plan Administrator, the Investment Manager(s) or any Authorized Person shall be in writing and deemed to have been duly given to the Investment Manager(s) when received at its principal place of business, and shall be deemed to have been given to the Employer, Plan Administrator or any Authorized Person when received at the address below:

City of La Vista  
Attention: City Clerk  
La Vista City Hall  
8116 Park View Blvd  
La Vista, NE 68128

. Except as the parties may otherwise agree in writing, all instructions, notices, objections and other communications to the Trustee shall be in writing and shall be deemed to have been given when received by the Trustee at its office below:

Wilmington Trust Retirement and Institutional Services Company  
P.O. Box 52129  
Phoenix, AZ 85072-2129  
Attn: Vice President — Client Services

Or, if by overnight mail:

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Attn: Vice President — Client Services

- (t) Inspections/Audits. Trustee's records and statements are to be open for inspection and audit by the Employer from time to time upon request. The Employer shall exercise such right with reasonable prior written notice to the Trustee, and except as required by applicable law, any such audit rights shall be exercised by the Employer not more frequently than annually.

## WILMINGTON

### Trust

- (u) Force Majeure. The Trustee or Employer shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement when such delays result from events beyond its reasonable control, including without limitation, interruption of the business of the Trustee or Employer, as the case may be, due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work stoppages due to slow-downs), unauthorized access to its systems that may breach its reasonable protection against such access, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption,
  - (v) Entire Agreement. This Agreement, including all Appendices hereto, the Account Application, and the Authorized Persons List, contains the entire understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof, whether written or oral, express or implied.
3. Except as amended and modified hereby, the terms and provisions of the Trust Agreement are hereby ratified, approved and confirmed.
4. Services to be Performed by Plan Administrator. The Employer has (or will) delegate to the Plan Administrator the sole responsibility to perform certain ministerial and administrative services to the extent set forth in the Administrative Services Agreement between the Employer and the Plan Administrator, and if so provided in the Administrative Services Agreement the Employer hereby instructs Trustee that Trustee shall relinquish any responsibility for the performance of said duties that it would otherwise have pursuant to the Trust Agreement as set forth below:
- (a) Receive contributions directly from the Employer or its Plan Committee;
  - (b) Make distributions at the Employer's directions, in accordance with the terms of the Plan and the Trust Agreement;
  - (c) Perform the accounting for all assets including cash, as well as contributions, loans and withdrawals and the allocation of credited interest and allocate all income, gains and losses;
  - (d) Remit fees for services rendered to the Plan as directed by the Employer, subject to the prohibited transactions provisions of ERISA, if applicable;
  - (e) Render reports to the Employer and the Trustee with respect to assets held as required or reasonably requested (e.g., SOC-1 or similar reports);
  - (f) Perform tax reporting and withholding in compliance with applicable Federal and State law in connection with payments to participants or beneficiaries and in accordance with instructions and directions provided by the Employer;
  - (g) Collect or cause to be collected all income, distributions, and proceeds relating to Plan assets and to invest the same and all contributions as directed by the Employer or another Instructing Party;
  - (h) Process or cause to be processed dividends, including reinvestment and/or payment, if applicable; and
  - (i) Forward or cause to be forwarded to the Employer all applicable proxies, corporate actions and other notices relating to the Plan assets, which the Employer shall process.

[Remainder of page intentionally left blank]

WILMINGTON  
Trust

WTRISC is required to provide the name, address and share position(s) or the beneficial holder of securities to the issuing company unless the beneficial holder objects in writing to the provision of such information. Unless you check the box provided below, WTRISC will provide such information to the issuing company for all securities held in the account today and in the future.

---

☒ Employer requests that Wilmington Trust Retirement and Institutional Services Company withhold providing its name, address and share positions(s) to issuing companies.

---

IN WITNESS WHEREOF, the Employer and Trustee have executed this Amendment as of the date first written above.

Agreed To By:

TRUSTEE:

WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER:  
CITY OF IAVISTA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]



**AUTHORIZED PERSON LIST**

In accordance with the provisions of the Amendment of Trust entered into by and between **Wilmington Trust Retirement and Institutional Services Company** ("WTRISC"), and **CITY OF LAVISTA**, as plan sponsor for the **CITY OF LAVISTA** (the "Plan"), WTRISC may accept and act upon instructions on behalf of the Plan received from:

(Please select one):

- ☐ Any gag of the Individuals
- ☐ By each and every one of the individuals
- ☐ By Insert Number of Individuals, if applicable of the individuals shown below:
- ☐

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Wilmington Trust Retirement and Institutional Services Company  
2000 North Central Avenue, Suite 900 Phoenix, Arizona 85004 (602) 955-8373 (800) 458-9269

WILMINGTON  
TRUST

**Document Requirements**

**WTRISC Account Application (please complete)**

- ☐ WTRISC Account Application (please complete)

- ☐ WTRISC Appointment/Trust Amendment (please complete and execute)

- ☐ WTRISC Authorized Person List (please complete and execute)

\*Please return executed original documents and keep a copy for your records

- ☐ Most current Asset Statement

- ☐ IRS Determination Letter (If applicable)

- ☐ Copy of executed Plan and Trust Document of prototype, copy of executed Adoption Agreement is also required)

- ☐ USA PATRIOT Act Customer Identification Program requirements (applicable to plans not Subject to Title I of ERISA)

In order to help the government fight the funding of terrorism and money laundering activities, law requires all financial Institutions to obtain, verify and record certain information that identifies each person or institution that opens a new account. We may request certain information and documentation. The documentation is standard, and in some circumstances we may be required to ask for additional information.

- ☐ IRS Form W-9
- ☐ Proof of Entity Status (i.e., copy at Certified Articles of Incorporation, Government Issued Business License, Secretary of State Filing, Certificate of Good Standing (issued within the last 6 months), Partnership Agreement, etc.)

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900 Phoenix, Arizona 86004 • (602) 955-8373 • (800) 458-9269

**TRUSTEE (or SUCCESSOR TRUSTEE) APPOINTMENT  
AMENDMENT OF TRUST AGREEMENT**

*THIS AMENDMENT OF TRUST AGREEMENT ("Agreement") is entered into by and between the employer named on the signature page hereof (the "Employer") and Wilmington Trust Retirement and Institutional Services Company ("WTRISC"), as non-discretionary trustee (the "Trustee") for the CITY OF LAVISTA Plan 107185 – The City of La Vista Police Officers Retirement Plan and Trust (the "Plan") and is entered into as of this 31st day of July, 2012.*

**PRELIMINARY STATEMENTS**

WHEREAS, the Trustee is a trust company that is subject to supervision of the United States or a State;

WHEREAS, the Employer is a governmental entity;

WHEREAS, the Employer is adopting or has heretofore adopted the above referenced Plan;

WHEREAS, in connection with the adoption of the Plan, the Employer is entering into or has entered into a trust agreement or a combined plan and trust agreement (the "Trust Agreement");

WHEREAS, the Employer has duly appointed WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Trust Agreement, and WTRISC is willing to serve as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable; and

WHEREAS, the Employer is entering (or has entered) into an Administrative Services Agreement with ICMA Retirement Corporation ("Plan Administrator").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Employer and WTRISC hereby mutually agree as follows

1. The Employer hereby appoints WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee as applicable, and WTRISC hereby accepts such appointment subject to applicable law, regulations and other guidance and the terms of the governing Plan documents and Trust Agreement, as modified by this Agreement. The Employer hereby represents and warrants that the Plan is and, during the term of this Agreement, shall remain a "governmental plan" as defined in Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and pursuant to Section 4(b) of ERISA is exempt from Title I of ERISA, and the Employer hereby agrees that it shall notify WTRISC immediately if the Plan is or will no longer be exempt therefrom. To the extent applicable, the Employer agrees that it has or shall have in place internal controls commensurate with the risk to ensure compliance with U.S. economic sanctions programs administered by the Departments of Treasury and State, as well as controls (i) sufficient to ensure that funds flowing to Trustee or a third party with custody of Trust assets are not from suspect sources, and (ii) that meet all applicable U.S. anti-money laundering, anti-terrorism finance, and anti-corruption requirements.
2. The Employer and WTRISC agree that the following provisions are added to the Trust Agreement and shall control the interpretation thereof, notwithstanding anything to the contrary now or hereafter contained therein or in any other document governing the Plan:
  - (a) Unless and until otherwise agreed in writing between the Employer and the Trustee, the Trustee shall have no discretionary investment responsibility with respect to the trust fund, it being the intent of the parties that the Trustee be a directed trustee, and such discretionary investment responsibility shall be exercised by the Employer, the Participants, or one or more Investment Managers or other named fiduciary for the Plan (each, an "Instructing Party") (it being agreed that the Trustee shall have no responsibility for conveying investment instructions to any person or entity so long as it does not have custody of Trust assets); and further, the Trustee shall have no obligations or responsibilities with respect to developing a funding policy, any financial control functions (including, without limitation, account reconciliation, money movement or settlement

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and participant disbursements), participant review for Office of Foreign Asset Control activity, complying with the accounting requirements of the Plan, the design or monitoring of the participant loan program, ensuring compliance with Section 404(c) of ERISA, If applicable, selecting or monitoring the selection of plan investments. The Employer or its designee agrees to notify the Trustee immediately in the event of any changes regarding plan investments.

- (b) The Trust Agreement is incorporated herein by this reference and, as modified by this Agreement, shall be construed and enforced against the Trustee according to the laws of the state of the Employer's residence, to the extent not preempted by ERISA, if applicable. The foregoing provisions shall control the Interpretation of the Trust Agreement notwithstanding anything to the contrary contained herein or in any other document governing the Plan.
- (c) Administrative Powers. The Trustee shall have the following administrative powers with respect to the Trust, which it may exercise in its sole discretion:
  - (i) With advance notice to and written consent of the Employer:
    - (a) To engage attorneys (who may also serve as counsel for the Employer or the Trustee), accountants and other professional advisors, and, anything contained herein to the contrary notwithstanding, to engage in legal or administrative proceedings as the Trustee deems reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee deems reasonable under the circumstances. Unless otherwise noted in this Agreement, such compensation shall be a charge upon the Trust and may be paid from the Trust with prior notice to the Employer and shall in no event be deducted from any compensation payable to the Trustee.
    - (b) To do all such acts, and exercise all such rights and privileges, although not specifically mentioned, unless specifically prohibited by the Employer or Plan Administrator, which shall be reasonably required in the performance of the Trustee's duties hereunder.
  - (ii) Judicial Settlement. With at least 10 days advance notice to and written consent of the Employer, the Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for Instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Trustee may, if it so elects, join in as a party defendant any other person or persons. The cost, including attorneys' fees, of any such accounting shall be a charge against the Trust with prior notice to the Employer.
  - (iii) Compensation. The Trustee shall receive compensation for the performance of its services in the amount of \$850 per calendar year, with the first year's fee being prorated based on the number of days remaining in the current calendar year after the effective date of this Agreement as indicated above. In the event that the Trustee shall be called upon to render any extraordinary services, it shall be entitled to additional compensation as agreed in advance in writing by Employer and Trustee. To the extent not paid by Employer or another person or entity in its stead or on its behalf, such compensation shall constitute a charge against the Trust.

- (iv) Expenses. Expenses for legal, accounting and all other proper charges and disbursements of the Trustee in connection with the administration of the Trust shall constitute a charge to be paid by the Trust with prior notice to and written approval of the Employer.
- (d) Designation of Plan Administrator, Authorized Persons and Investment Manager. The Plan Administrator, Authorized Person and Investment Manager may be designated by providing the name and signatures of such person(s) to the Trustee. The Trustee shall be entitled to rely entirely, without having to make further inquiry, and shall not be held liable for any actions taken in assuming, that the Identity and duties of such persons so designated are valid until such time as it is otherwise notified in writing. Notice of authorization or removal of the Plan Administrator shall be accompanied by evidence of proper action of the Employer approving such instruction.
- (e) Reliance on Instruction. The Trustee may rely in all respects, without having to make further inquiry, upon Instructions appearing to be instructions from any person designated as the Employer, Plan Administrator, Investment Manager or Authorized Person. Instructions given by an Authorized Person in accordance with this Agreement shall be treated for all purposes hereof as instructions from the party appointing the Authorized Person. The Trustee shall be deemed to have received proper instructions upon receipt of written Instruction given to the Trustee in a form and manner required by or acceptable to the Trustee.
- (f) Conflicting Instructions. In the event of any ambiguous or conflicting Instructions to, or adverse claims or demands upon, the Trustee, the Trustee shall be entitled, at its option, to refuse to comply with any such Instruction, claim or demand as long as such ambiguity or conflict shall continue, and in so refusing the Trustee may elect not to make any payment or other disposition of assets held pursuant to this Agreement. The Trustee shall not be or become liable in any way for its failure or refusal to comply with any such ambiguous or conflicting Instructions or adverse claims or demands, and it shall be entitled to continue to so refrain from acting until such ambiguous, conflicting or adverse demands (i) have been resolved and it has been notified in writing thereof or (ii) have finally been determined in a court of competent jurisdiction.
- (g) Reliance on Professional Advisors. The Trustee may consult with a professional advisor who may also be an advisor for the Employer, and the Trustee shall be fully protected in respect of any action taken or suffered by the Trustee in good faith and in accordance with the advice or opinion of such professional advisor.
- (h) Bond. The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee's duties under this Agreement, except as may be required by Applicable Law,
- (i) Action By Employer. Except as otherwise agreed by Trustee, any action by Employer pursuant to any of the provisions of this Agreement, the Plan, or Applicable Law shall be, (i) in the case of a corporation, partnership or similar organization, evidenced by (1) a resolution of its governing body certified to the Trustee over the signature of its secretary or assistant secretary or other duly authorized agent under seal, if there be one, or (2) by appropriate written authorization of any person or committee to which the governing body had delegated the authority to take such action, and (ii) in the case of a sole proprietorship or any other entity, evidenced by written certification of a duly and legally authorized agent, individual or entity. The Trustee shall not be liable for any actions taken in accordance with any such resolution or other authorization.
- (j) Bankruptcy. Trustee shall have no duty, in the event of the Employer's bankruptcy or insolvency, to take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets.
- (k) Scope of Trustee's Liability. To the full extent permitted by Applicable Law, the Trustee shall not be liable for assets that are not included in the Trust or for losses of any kind that may result (i) by reason of any action taken by it in accordance with the instructions of the Employer, the Plan Administrator, the Investment Manager, or Authorized Person, (ii) by reason of any failure to act as a result of the absence of, or ambiguity of instructions, or (iii) by reason of any actions taken by any prior trustee, additional trustee, successor trustee or Appointed Custodian; provided,

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Trust

- (l) however, the Trustee shall be liable for any losses arising out of or resulting from the negligence, acts or omissions or Trustee or Trustee Indemnitees (as defined below), or any of them. The Trustee has no duty to perform any actions other than those specified in this Agreement or pursuant to proper instructions.
- (l) General Indemnity. The Employer shall, to the full extent permitted by Applicable Law, and subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, Indemnify and hold harmless the Trustee and the Trustee's directors, officers, employees, agents and affiliates ("Trustee Indemnitees") from and against any and all damages, losses, costs, judgments, fines, penalties, and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee Indemnitees, by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Employer), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee or the Trustee Indemnitees, or any of them. Reasonable expenses incurred in defending any such claim, action, suit or proceeding shall be paid by the Employer upon a final disposition of such claim, action, suit, or proceeding, upon presentation of statements therefore by the Trustee.
- (m) Specific Indemnities. In addition to and not in derogation of any other Indemnification or hold harmless provisions in this Agreement, the Employer, subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, agrees to indemnify and hold the Trustee Indemnitees harmless from and against any liability that it or they may incur because of:
- (i) The Employer's failure to make any contribution to the Trust or the insufficiency of the Trust to discharge any liabilities under the Plan.
  - (ii) Actions taken or omitted by the Trustee pursuant to any instructions from the Employer, Plan Administrator, Investment Manager or Authorized Person, as the case may be, or actions not taken in the absence of any such instruction.
  - (iii) The application of any part of the Trust by the Trustee in accordance with the instructions of the Employer, Plan Administrator, Investment Manager or Authorized Person.
  - (iv) The failure of an individually directed account or participant loan to satisfy the requirements of the Plan and Applicable Law,
- Provided, however, the Trustee shall be liable for any liability arising out of or resulting from the negligence, acts or omissions or Trustee or Trustee Indemnitees, or any of them.
- (n) Waiver. The Trustee or Employer shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver is in writing, signed by the Trustee or Employer, as the case may be, and such waiver shall only be effective to the extent expressly therein set forth. A waiver by the Trustee or Employer of any right or remedy granted by this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.
- (o) No Affiliation. The Trustee is not affiliated with the recordkeeper and there is no agency, partnership or joint venture relationship between the Trustee and the recordkeeper.

- (p) Removal or Resignation. The Trustee may be removed by the Employer at any time by written notice to the Trustee and the Trustee may resign at any time by written notice to the Employer; provided that, unless otherwise agreed, the effective date of such removal or resignation shall be sixty (60) days from the date that said written notice is given. Notice of removal shall be accompanied by evidence of proper action of the Employer approving such removal or shall be given by an Authorized Person or by any successor in office of an Authorized Person. -
- (q) Successor. The Employer shall appoint a successor trustee to act hereunder within sixty (60) days after notice provided. If within sixty (60) days after such notice the Employer has not designated a successor trustee, which has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or may appoint an employee of Employer as successor trustee in accordance with Applicable Law. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, Trustee shall provide Employer advance notice of any such merger, conversion, consolidation or successor.
- (r) Powers of Successor. Each successor trustee shall have the powers and duties conferred upon the Trustee in the Trust Agreement, as modified by this Agreement, and the term "Trustee" as used in this Agreement shall be deemed to include any successor trustee.
- (s) Notices. Except as the parties may otherwise agree in writing, all notices, reports, accounts and other communications from the Trustee to the Employer, the Plan Administrator, the Investment Manager(s) or any Authorized Person shall be in writing and deemed to have been duly given to the Investment Manager(s) when received at its principal place of business, and shall be deemed to have been given to the Employer, Plan Administrator or any Authorized Person when received at the address below:

City of La Vista  
Attention: City Clerk  
La Vista City Hall  
8116 Park View Blvd  
La Vista, NE 68128

. Except as the parties may otherwise agree in writing, all instructions, notices, objections and other communications to the Trustee shall be in writing and shall be deemed to have been given when received by the Trustee at its office below:

Wilmington Trust Retirement and Institutional Services Company  
P.O. Box 52129  
Phoenix, AZ 85072-2129  
Attn: Vice President — Client Services

Or, if by overnight mail:

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Attn: Vice President — Client Services

- (t) Inspections/Audits. Trustee's records and statements are to be open for inspection and audit by the Employer from time to time upon request. The Employer shall exercise such right with reasonable prior written notice to the Trustee, and except as required by applicable law, any such audit rights shall be exercised by the Employer not more frequently than annually.

WILMINGTON  
Trust

- (u) Force Majeure. The Trustee or Employer shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement when such delays result from events beyond its reasonable control, including without limitation, interruption of the business of the Trustee or Employer, as the case may be, due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work stoppages due to slow-downs), unauthorized access to its systems that may breach its reasonable protection against such access, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption,
  - (v) Entire Agreement. This Agreement, including all Appendices hereto, the Account Application, and the Authorized Persons List, contains the entire understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof, whether written or oral, express or implied.
3. Except as amended and modified hereby, the terms and provisions of the Trust Agreement are hereby ratified, approved and confirmed.
4. Services to be Performed by Plan Administrator. The Employer has (or will) delegate to the Plan Administrator the sole responsibility to perform certain ministerial and administrative services to the extent set forth in the Administrative Services Agreement between the Employer and the Plan Administrator, and if so provided in the Administrative Services Agreement the Employer hereby instructs Trustee that Trustee shall relinquish any responsibility for the performance of said duties that it would otherwise have pursuant to the Trust Agreement as set forth below:
- (a) Receive contributions directly from the Employer or its Plan Committee;
  - (b) Make distributions at the Employer's directions, in accordance with the terms of the Plan and the Trust Agreement;
  - (c) Perform the accounting for all assets including cash, as well as contributions, loans and withdrawals and the allocation of credited interest and allocate all income, gains and losses;
  - (d) Remit fees for services rendered to the Plan as directed by the Employer, subject to the prohibited transactions provisions of ERISA, if applicable;
  - (e) Render reports to the Employer and the Trustee with respect to assets held as required or reasonably requested (e.g., SOC-1 or similar reports);
  - (f) Perform tax reporting and withholding in compliance with applicable Federal and State law in connection with payments to participants or beneficiaries and in accordance with instructions and directions provided by the Employer;
  - (g) Collect or cause to be collected all income, distributions, and proceeds relating to Plan assets and to invest the same and all contributions as directed by the Employer or another Instructing Party;
  - (h) Process or cause to be processed dividends, including reinvestment and/or payment, if applicable; and
  - (i) Forward or cause to be forwarded to the Employer all applicable proxies, corporate actions and other notices relating to the Plan assets, which the Employer shall process.



[Remainder of page intentionally left blank]

**WILMINGTON**  
**Trust**

WTRISC is required to provide the name, address and share position(s) or the beneficial holder of securities to the issuing company unless the beneficial holder objects in writing to the provision of such information. Unless you check the box provided below, WTRISC will provide such information to the issuing company for all securities held in the account today and in the future.

---

☒ Employer requests that Wilmington Trust Retirement and Institutional Services Company withhold providing its name, address and share positions(s) to issuing companies.

---

IN WITNESS WHEREOF, the Employer and Trustee have executed this Amendment as of the date first written above.

Agreed To By:

TRUSTEE:  
WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER:  
CITY OF IAVISTA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

**AUTHORIZED PERSON LIST**

In accordance with the provisions of the Amendment of Trust entered into by and between **Wilmington Trust Retirement and Institutional Services Company ("WTRISC")**, and **CITY OF LAVISTA**, as plan sponsor for the **CITY OF LAVISTA** (the "Plan"), WTRISC may accept and act upon instructions on behalf of the Plan received from:

(Please select one):

- ☐ Any gag of the Individuals
- ☐ By each and every one of the individuals
- ☐ By Insert Number of Individuals, if applicable of the individuals shown below:
- ☐

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Wilmington Trust Retirement and Institutional Services Company  
 2000 North Central Avenue, Suite 900 Phoenix, Arizona 85004 (602) 955-8373 (800) 458-9269

## Document Requirements

WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

- ☐ WTRISC Account Application (please complete)

- ☐ WTRISC Appointment/Trust Amendment (please complete and execute)

- ☐ WTRISC Authorized Person List (please complete and execute)

\*Please return executed original documents and keep a copy for your records

- ☐ Most current Asset Statement

- ☐ IRS Determination Letter (If applicable)

- ☐ Copy of executed Plan and Trust Document of prototype, copy of executed Adoption Agreement is also required)

- ☐ USA PATRIOT Act Customer Identification Program requirements (applicable to plans not Subject to Title I of ERISA)

In order to help the government fight the funding of terrorism and money laundering activities, law requires all financial Institutions to obtain, verify and record certain information that identifies each person or institution that opens a new account. We may request certain information and documentation. The documentation is standard, and In some circumstances we may be required to ask for additional information.

- ☐ IRS Form W-9

- ☐ Proof of Entity Status (i.e., copy at Certified Articles of Incorporation, Government Issued Business License, Secretary of State Filing, Certificate of Good Standing (issued within the last 6 months), Partnership Agreement, etc.)

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**TRUSTEE (or SUCCESSOR TRUSTEE) APPOINTMENT  
AMENDMENT OF TRUST AGREEMENT**

*THIS AMENDMENT OF TRUST AGREEMENT ("Agreement") is entered into by and between the employer named on the signature page hereof (the "Employer") and Wilmington Trust Retirement and Institutional Services Company ("WTRISC"), as non-discretionary trustee (the "Trustee") for the CITY OF LAVISTA Plan 107185 – The City of La Vista Police Officers Retirement Plan and Trust (the "Plan") and is entered into as of this **31st** day of **July, 2012**.*

**PRELIMINARY STATEMENTS**

WHEREAS, the Trustee is a trust company that is subject to supervision of the United States or a State;

WHEREAS, the Employer is a governmental entity;

WHEREAS, the Employer is adopting or has heretofore adopted the above referenced Plan;

WHEREAS, in connection with the adoption of the Plan, the Employer is entering into or has entered into a trust agreement or a combined plan and trust agreement (the "Trust Agreement");

WHEREAS, the Employer has duly appointed WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Trust Agreement, and WTRISC is willing to serve as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable; and

WHEREAS, the Employer is entering (or has entered) into an Administrative Services Agreement with ICMA Retirement Corporation ("Plan Administrator").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the Employer and WTRISC hereby mutually agree as follows

1. The Employer hereby appoints WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee as applicable, and WTRISC hereby accepts such appointment subject to applicable law, regulations and other guidance and the terms of the governing Plan documents and Trust Agreement, as modified by this Agreement. The Employer hereby represents and warrants that the Plan is and, during the term of this Agreement, shall remain a "governmental plan" as defined in Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and pursuant to Section 4(b) of ERISA is exempt from Title I of ERISA, and the Employer hereby agrees that it shall notify WTRISC immediately if the Plan is or will no longer be exempt therefrom. To the extent applicable, the Employer agrees that it has or shall have in place internal controls commensurate with the risk to ensure compliance with U.S. economic sanctions programs administered by the Departments of Treasury and State, as well as controls (i) sufficient to ensure that funds flowing to Trustee or a third party with custody of Trust assets are not from suspect sources, and (ii) that meet all applicable U.S. anti-money laundering, anti-terrorism finance, and anti-corruption requirements.
2. The Employer and WTRISC agree that the following provisions are added to the Trust Agreement and shall control the interpretation thereof, notwithstanding anything to the contrary now or hereafter contained therein or in any other document governing the Plan:
  - (a) Unless and until otherwise agreed in writing between the Employer and the Trustee, the Trustee shall have no discretionary investment responsibility with respect to the trust fund, it being the intent of the parties that the Trustee be a directed trustee, and such discretionary investment responsibility shall be exercised by the Employer, the Participants, or one or more Investment Managers or other named fiduciary for the Plan (each, an "Instructing Party") (it being agreed that the Trustee shall have no responsibility for conveying investment instructions to any person or entity so long as it does not have custody of Trust assets); and further, the Trustee shall have no obligations or responsibilities with respect to developing a funding policy, any financial control functions (including, without limitation, account reconciliation, money movement or settlement

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### Trust

and participant disbursements), participant review for Office of Foreign Asset Control activity, complying with the accounting requirements of the Plan, the design or monitoring of the participant loan program, ensuring compliance with Section 404(c) of ERISA, If applicable, selecting or monitoring the selection of plan investments. The Employer or its designee agrees to notify the Trustee immediately in the event of any changes regarding plan investments.

- (b) The Trust Agreement is incorporated herein by this reference and, as modified by this Agreement, shall be construed and enforced against the Trustee according to the laws of the state of the Employer's residence, to the extent not preempted by ERISA, if applicable. The foregoing provisions shall control the Interpretation of the Trust Agreement notwithstanding anything to the contrary contained herein or in any other document governing the Plan.
- (c) Administrative Powers. The Trustee shall have the following administrative powers with respect to the Trust, which it may exercise In Its sole discretion:
  - (i) With advance notice to and written consent of the Employer:
    - (a) To engage attorneys (who may also serve as counsel for the Employer or the Trustee), accountants and other professional advisors, and, anything contained herein to the contrary notwithstanding, to engage In legal or administrative proceedings as the Trustee deems reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee deems reasonable under the circumstances. Unless otherwise noted in this Agreement, such compensation shall be a charge upon the Trust and may be paid from the Trust with prior notice to the Employer and shall in no event be deducted from any compensation payable to the Trustee.
    - (b) To do all such acts, and exercise all such rights and privileges, although not specifically mentioned, unless specifically prohibited by the Employer or Plan Administrator, which shall be reasonably required in the performance of the Trustee's duties hereunder.
  - (ii) Judicial Settlement. With at least 10 days advance notice to and written consent of the Employer, the Trustee shall have the right at any time to apply to a court of competent jurisdiction for judicial settlement of its accounts or for determination of any questions of construction which may arise or for Instructions. The only necessary party defendant to any such action shall be the Plan Administrator, but the Trustee may, If It so elects, join in as a party defendant any other person or persons. The cost, including attorneys' fees, of any such accounting shall be a charge against the Trust with prior notice to the Employer.
  - (iii) Compensation. The Trustee shall receive compensation for the performance of Its services in the amount of \$850 per calendar year, with the first year's fee being prorated based on the number of days remaining in the current calendar year after the effective date of this Agreement as indicated above. In the event that the Trustee shall be called upon to render any extraordinary services, It shall be entitled to additional compensation as agreed in advance in writing by Employer and Trustee. To the extent not paid by Employer or another person or entity in its stead or on its behalf, such compensation shall constitute a charge against the Trust.

- (iv) Expenses. Expenses for legal, accounting and all other proper charges and disbursements of the Trustee in connection with the administration of the Trust shall constitute a charge to be paid by the Trust with prior notice to and written approval of the Employer.
- (d) Designation of Plan Administrator, Authorized Persons and Investment Manager. The Plan Administrator, Authorized Person and Investment Manager may be designated by providing the name and signatures of such person(s) to the Trustee. The Trustee shall be entitled to rely entirely, without having to make further inquiry, and shall not be held liable for any actions taken in assuming, that the Identity and duties of such persons so designated are valid until such time as it is otherwise notified in writing. Notice of authorization or removal of the Plan Administrator shall be accompanied by evidence of proper action of the Employer approving such instruction.
- (e) Reliance on Instruction. The Trustee may rely in all respects, without having to make further inquiry, upon Instructions appearing to be instructions from any person designated as the Employer, Plan Administrator, Investment Manager or Authorized Person. Instructions given by an Authorized Person in accordance with this Agreement shall be treated for all purposes hereof as instructions from the party appointing the Authorized Person. The Trustee shall be deemed to have received proper instructions upon receipt of written Instruction given to the Trustee in a form and manner required by or acceptable to the Trustee.
- (f) Conflicting Instructions. In the event of any ambiguous or conflicting Instructions to, or adverse claims or demands upon, the Trustee, the Trustee shall be entitled, at its option, to refuse to comply with any such Instruction, claim or demand as long as such ambiguity or conflict shall continue, and in so refusing the Trustee may elect not to make any payment or other disposition of assets held pursuant to this Agreement. The Trustee shall not be or become liable in any way for its failure or refusal to comply with any such ambiguous or conflicting Instructions or adverse claims or demands, and it shall be entitled to continue to so refrain from acting until such ambiguous, conflicting or adverse demands (i) have been resolved and it has been notified in writing thereof or (ii) have finally been determined in a court of competent jurisdiction.
- (g) Reliance on Professional Advisors. The Trustee may consult with a professional advisor who may also be an advisor for the Employer, and the Trustee shall be fully protected in respect of any action taken or suffered by the Trustee in good faith and in accordance with the advice or opinion of such professional advisor.
- (h) Bond. The Trustee shall not be required to give any bond or other security for the faithful performance of the Trustee's duties under this Agreement, except as may be required by Applicable Law.
- (i) Action By Employer. Except as otherwise agreed by Trustee, any action by Employer pursuant to any of the provisions of this Agreement, the Plan, or Applicable Law shall be, (i) in the case of a corporation, partnership or similar organization, evidenced by (1) a resolution of its governing body certified to the Trustee over the signature of its secretary or assistant secretary or other duly authorized agent under seal, if there be one, or (2) by appropriate written authorization of any person or committee to which the governing body had delegated the authority to take such action, and (ii) in the case of a sole proprietorship or any other entity, evidenced by written certification of a duly and legally authorized agent, individual or entity. The Trustee shall not be liable for any actions taken in accordance with any such resolution or other authorization.
- (j) Bankruptcy. Trustee shall have no duty, in the event of the Employer's bankruptcy or insolvency, to take any action until directed to do so by the bankruptcy trustee or a court that has jurisdiction over Plan assets.
- (k) Scope of Trustee's Liability. To the full extent permitted by Applicable Law, the Trustee shall not be liable for assets that are not included in the Trust or for losses of any kind that may result (i) by reason of any action taken by it in accordance with the instructions of the Employer, the Plan Administrator, the Investment Manager, or Authorized Person, (ii) by reason of any failure to act as a result of the absence of, or ambiguity of instructions, or (iii) by reason of any actions taken by any prior trustee, additional trustee, successor trustee or Appointed Custodian; provided,

WILMINGTON  
Trust

- (l) however, the Trustee shall be liable for any losses arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees (as defined below), or any of them. The Trustee has no duty to perform any actions other than those specified in this Agreement or pursuant to proper instructions.
- (l) General Indemnity. The Employer shall, to the full extent permitted by Applicable Law, and subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, Indemnify and hold harmless the Trustee and the Trustee's directors, officers, employees, agents and affiliates ("Trustee Indemnitees") from and against any and all damages, losses, costs, judgments, fines, penalties, and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee Indemnitees, by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Employer), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee or the Trustee Indemnitees, or any of them. Reasonable expenses incurred in defending any such claim, action, suit or proceeding shall be paid by the Employer upon a final disposition of such claim, action, suit, or proceeding, upon presentation of statements therefore by the Trustee.
- (m) Specific Indemnities. In addition to and not in derogation of any other Indemnification or hold harmless provisions in this Agreement, the Employer, subject to the Nebraska Political Subdivisions Tort Claims Act, as amended from time to time, including liability limitations thereunder, agrees to indemnify and hold the Trustee Indemnitees harmless from and against any liability that it or they may incur because of:
- (i) The Employer's failure to make any contribution to the Trust or the insufficiency of the Trust to discharge any liabilities under the Plan.
  - (ii) Actions taken or omitted by the Trustee pursuant to any instructions from the Employer, Plan Administrator, Investment Manager or Authorized Person, as the case may be, or actions not taken in the absence of any such instruction.
  - (iii) The application of any part of the Trust by the Trustee in accordance with the instructions of the Employer, Plan Administrator, Investment Manager or Authorized Person.
  - (iv) The failure of an individually directed account or participant loan to satisfy the requirements of the Plan and Applicable Law,
- Provided, however, the Trustee shall be liable for any liability arising out of or resulting from the negligence, acts or omissions of Trustee or Trustee Indemnitees, or any of them.
- (n) Waiver. The Trustee or Employer shall not, by act, delay, omission or otherwise, be deemed to have waived any right or remedy it may have either under this Agreement or generally, unless such waiver is in writing, signed by the Trustee or Employer, as the case may be, and such waiver shall only be effective to the extent expressly therein set forth. A waiver by the Trustee or Employer of any right or remedy granted by this Agreement shall not be construed as a bar to, or waiver of, the same or any other such right or remedy which it would otherwise have on any other occasion.
- (o) No Affiliation. The Trustee is not affiliated with the recordkeeper and there is no agency, partnership or joint venture relationship between the Trustee and the recordkeeper.



- (p) Removal or Resignation. The Trustee may be removed by the Employer at any time by written notice to the Trustee and the Trustee may resign at any time by written notice to the Employer; provided that, unless otherwise agreed, the effective date of such removal or resignation shall be sixty (60) days from the date that said written notice is given. Notice of removal shall be accompanied by evidence of proper action of the Employer approving such removal or shall be given by an Authorized Person or by any successor in office of an Authorized Person. -
- (q) Successor. The Employer shall appoint a successor trustee to act hereunder within sixty (60) days after notice provided. If within sixty (60) days after such notice the Employer has not designated a successor trustee, which has accepted such appointment, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or may appoint an employee of Employer as successor trustee in accordance with Applicable Law. Any business entity into which the Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, Trustee shall provide Employer advance notice of any such merger, conversion, consolidation or successor.
- (r) Powers of Successor. Each successor trustee shall have the powers and duties conferred upon the Trustee in the Trust Agreement, as modified by this Agreement, and the term "Trustee" as used in this Agreement shall be deemed to include any successor trustee.
- (s) Notices. Except as the parties may otherwise agree in writing, all notices, reports, accounts and other communications from the Trustee to the Employer, the Plan Administrator, the Investment Manager(s) or any Authorized Person shall be in writing and deemed to have been duly given to the Investment Manager(s) when received at its principal place of business, and shall be deemed to have been given to the Employer, Plan Administrator or any Authorized Person when received at the address below:

City of La Vista  
Attention: City Clerk  
La Vista City Hall  
8116 Park View Blvd  
La Vista, NE 68128

. Except as the parties may otherwise agree in writing, all instructions, notices, objections and other communications to the Trustee shall be in writing and shall be deemed to have been given when received by the Trustee at its office below:

Wilmington Trust Retirement and Institutional Services Company  
P.O. Box 52129  
Phoenix, AZ 85072-2129  
Attn: Vice President — Client Services

Or, if by overnight mail:

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Attn: Vice President — Client Services

- (t) Inspections/Audits. Trustee's records and statements are to be open for inspection and audit by the Employer from time to time upon request. The Employer shall exercise such right with reasonable prior written notice to the Trustee, and except as required by applicable law, any such audit rights shall be exercised by the Employer not more frequently than annually.

WILMINGTON  
Trust

- (u) Force Majeure. The Trustee or Employer shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement when such delays result from events beyond its reasonable control, including without limitation, interruption of the business of the Trustee or Employer, as the case may be, due to acts of God, acts of governmental authority, acts of war, terrorism, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work stoppages due to slow-downs), unauthorized access to its systems that may breach its reasonable protection against such access, or any action of any courier or utility, mechanical or other malfunction, or electronic interruption,
  - (v) Entire Agreement. This Agreement, including all Appendices hereto, the Account Application, and the Authorized Persons List, contains the entire understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings between the parties relating to the subject matter hereof, whether written or oral, express or implied.
3. Except as amended and modified hereby, the terms and provisions of the Trust Agreement are hereby ratified, approved and confirmed.
4. Services to be Performed by Plan Administrator. The Employer has (or will) delegate to the Plan Administrator the sole responsibility to perform certain ministerial and administrative services to the extent set forth in the Administrative Services Agreement between the Employer and the Plan Administrator, and if so provided in the Administrative Services Agreement the Employer hereby instructs Trustee that Trustee shall relinquish any responsibility for the performance of said duties that it would otherwise have pursuant to the Trust Agreement as set forth below:
- (a) Receive contributions directly from the Employer or its Plan Committee;
  - (b) Make distributions at the Employer's directions, in accordance with the terms of the Plan and the Trust Agreement;
  - (c) Perform the accounting for all assets including cash, as well as contributions, loans and withdrawals and the allocation of credited interest and allocate all income, gains and losses;
  - (d) Remit fees for services rendered to the Plan as directed by the Employer, subject to the prohibited transactions provisions of ERISA, if applicable;
  - (e) Render reports to the Employer and the Trustee with respect to assets held as required or reasonably requested (e.g., SOC-1 or similar reports);
  - (f) Perform tax reporting and withholding in compliance with applicable Federal and State law in connection with payments to participants or beneficiaries and in accordance with instructions and directions provided by the Employer;
  - (g) Collect or cause to be collected all Income, distributions, and proceeds relating to Plan assets and to invest the same and all contributions as directed by the Employer or another Instructing Party;
  - (h) Process or cause to be processed dividends, including reinvestment and/or payment, if applicable; and
  - (i) Forward or cause to be forwarded to the Employer all applicable proxies, corporate actions and other notices relating to the Plan assets, which the Employer shall process.

[Remainder of page intentionally left blank]

WILMINGTON  
Trust

WTRISC is required to provide the name, address and share position(s) or the beneficial holder of securities to the issuing company unless the beneficial holder objects in writing to the provision of such information. Unless you check the box provided below, WTRISC will provide such information to the issuing company for all securities held in the account today and in the future.

---

☒ Employer requests that Wilmington Trust Retirement and Institutional Services Company withhold providing its name, address and share positions(s) to issuing companies.

---

IN WITNESS WHEREOF, the Employer and Trustee have executed this Amendment as of the date first written above.

Agreed To By:

TRUSTEE:

WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER:  
CITY OF IAVISTA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Corporate Seal]

**AUTHORIZED PERSON LIST**

In accordance with the provisions of the Amendment of Trust entered into by and between **Wilmington Trust Retirement and Institutional Services Company ("WTRISC")**, and **CITY OF LAVISTA**, as plan sponsor for the **CITY OF LAVISTA** (the "Plan"), WTRISC may accept and act upon instructions on behalf of the Plan received from:

(Please select one):

- ☐ Any gag of the Individuals
- ☐ By each and every one of the individuals
- ☐ By Insert Number of Individuals, if applicable of the individuals shown below:
- ☐

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Wilmington Trust Retirement and Institutional Services Company  
 2000 North Central Avenue, Suite 900 Phoenix, Arizona 85004 (602) 955-8373 (800) 458-9269

## Document Requirements

WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY

- ☐ WTRISC Account Application (please complete)

\_\_\_\_\_

- ☐ WTRISC Appointment/Trust Amendment (please complete and execute)

\_\_\_\_\_

- ☐ WTRISC Authorized Person List (please complete and execute)

\_\_\_\_\_

\*Please return executed original documents and keep a copy for your records

\_\_\_\_\_

- ☐ Most current Asset Statement

\_\_\_\_\_

- ☐ IRS Determination Letter (If applicable)

\_\_\_\_\_

- ☐ Copy of executed Plan and Trust Document of prototype, copy of executed Adoption Agreement is also required)

\_\_\_\_\_

- ☐ USA PATRIOT Act Customer Identification Program requirements (applicable to plans not Subject to Title I of ERISA)

In order to help the government fight the funding of terrorism and money laundering activities, law requires all financial Institutions to obtain, verify and record certain information that identifies each person or institution that opens a new account. We may request certain Information and documentation. The documentation is standard, and In some circumstances we may be required to ask for additional information.

- ☐ IRS Form W-9

- ☐ Proof of Entity Status (I.e., copy at Certified Articles of Incorporation, Government Issued Business License, Secretary of State Filing, Certificate of Good Standing (issued within the last 6 months), Partnership Agreement, etc.)

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900 Phoenix, Arizona 86004 • (602) 955-8373 • (800) 458-9269

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
FY 2012/2013 BUDGET**

<b>Subject:</b>	<b>Submitted By:</b>
COMPENSATION INFORMATION AND PFP UPDATE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

## Compensation

The City's Pay-for-Performance compensation plan went into effect in October of 2009 and the Council Policy statement governing this plan calls for Council to make two determinations annually regarding the PFP compensation system.

1. Establish a "base factor" which is the salary increase percentage that employees who receive an overall performance rating of "Meets Expectations" will be eligible to receive.
2. Adjustment to the salary ranges in order to keep La Vista's salaries comparable to the market. *(This adjustment only changes the salary ranges—it does not increase employee pay.)*

Staff has compiled the following data regarding actual and projected compensation increases. We were also able to find some data regarding salary range increases and projected increases for pay based on performance.

In conjunction with the salary increase trends, we also looked at the Consumer Price Index for the Midwest Region. The CPI rose 2.3% from April 2011 to April 2012. This follows last year's 3.8% increase which was the largest yearly advance since September of 2008.

Based on the data collected and initial budget projections, staff is recommending that the Pay for Performance base factor for 2012-2013 be set at 2% and the salary ranges be increased by 1% (salary ranges were not increased this current fiscal year). The draft budget has been prepared with these assumptions and Council will officially set these rates as part of the budget process. The base factor is what actually results in salary increases for employees. Under our current PFP system employees who meet expectations would receive a 2 or 2.5% increase, those exceeding expectations would receive a 3 or 3.5% increase, and those classified as exemplary would receive a 4% increase. (You will recall that changes were made to the policy last year to add half percent increments to the performance pay.) Below is salary survey information showing projected increases broken out by level of employee performance--high performing, mid-range performing and low performing. More of this type of information is becoming available as Pay for Performance is becoming an increasingly popular compensation strategy.

Projected Increases for Pay Based on Performance			
	High	Mid	Low
Hay Group	4.0%	2.7%	0.7%
Mercer	4.4%	2.8%	0.4%
World at Work	4.0%	2.7%	0.7%

The chart below provides general salary survey information from a variety of sources. Generally, the projections are higher than our recommended base increase. We took into consideration the base factor increases that were given over the past three years and the City's overall financial situation when recommending a 2% base factor for FY2013. While many private companies went from giving higher percentage increases (4-7%) a few years ago, to giving zero increases when the economy took a downturn, the City's strategy has always been to attempt to provide employees with a fair base increase and minimize the large swings.

	Average Wage Increases 2011	Projected Wage Increases 2012
<b>Bureau of Labor Statistics (State &amp; Local Government)</b>	<b>1.3%</b>	
<b>Buck Consultants</b>	<b>2.7%</b>	<b>2.8%</b>
<b>Culpepper Salary Survey</b>	<b>2.9%</b>	<b>2.9%</b>
<b>Hay Group</b>	<b>2.2%</b>	<b>3.0%</b>
<b>Hewitt Associates</b>	<b>2.7%</b>	<b>2.9%</b>
<b>Mercer</b>	<b>2.7%</b>	<b>2.9%</b>
<b>Robert Half International</b>		<b>3.4%</b>
<b>SHRM</b>	<b>2.9%</b>	<b>2.9%</b>
<b>Sibson Consulting</b>	<b>2.6%</b>	<b>2.8%</b>
<b>Towers Watson</b>	<b>2.6%</b>	<b>2.8%</b>
<b>World at Work</b>	<b>2.8%</b>	<b>2.9%</b>
<b>World at Work (Nebraska)</b>	<b>2.7%</b>	<b>3.0%</b>

Salary ranges were adjusted in FY10 by 3% and again in FY11 by 2.5%. The salary ranges were not increased in FY12. The chart below shows actual and projected salary range increases. We are recommending salary range increases of 1%. Adjustments to the salary ranges do not increase employee pay, but do increase the range maximum. Additionally, in accordance with the Pay for Performance policy, we will be requesting funding of a market study in this year's budget to ensure comparability.

	Salary Range Increases 2011	Projected Salary Range Increases 2012
<b>Sibson Consulting</b>	<b>1.5%</b>	<b>1.9%</b>
<b>World at Work</b>	<b>1.4%</b>	<b>1.9%</b>



## Pay for Performance

Since the PFP Policy was adopted in August 2009, we have continued to monitor the implementation of this compensation system and have made several adjustments including reducing the number of both core and role-specific competencies, changing the weighting of various sections of the performance evaluation form, and changing the rating scale to include half-percent increments. We are continuing to review the number of competencies and will likely reduce the number even further. After two years of completing performance evaluations under the new system, it continues to be apparent that many of the competencies overlap and the time it is taking supervisors to complete the forms is prohibitive.

Over the last year Councilmember Crawford has requested that we look at the concept of Variable Pay. Variable Pay is a performance-based program where the “award” for performance must be earned each year. In other words, the incentive amount that is paid over and above the base increase is given as a one-time award annually and does not calculate into the employee’s ongoing base salary. There are several options regarding this type of compensation system, but typically, companies that use a Variable Pay compensation strategy will establish a base increase or cost of living increase for all employees and designate another fixed amount of their salary budget to these types of awards. The philosophy is to reward high performers with these one-time payments and encourage continued high performance by providing an opportunity to earn these awards on an annual basis.

You will recall that when we implemented our Pay for Performance strategy, we discussed the fact it was a somewhat modified version of true Pay for Performance where supervisors have an allocated amount of money and complete discretion as to how the money will be distributed. We opted for a program with fixed percentages of increases based on a numerical rating system. Theoretically, in our existing system you could take any percentage to be awarded over and above our base factor (which is typically one-half to one percent) and make it a one-time payout rather than calculating it into the employee’s salary. For an employee making \$50,000 who qualifies for an extra half percent they would receive \$250; if they qualified for an extra 1% they would receive \$500. It is difficult to calculate the difference between just paying this out one time and putting it into the base, as the factors differ each year, but for the sake of providing an example, we can use a 2% base factor consistently. The example makes an assumption that the employee continues to earn the PFP incentive each year, which may or may not be the case.

Year One -	\$50,000 salary + 2% base increase + .5% PFP incentive = \$51,250 base
Or	\$50,000 salary + 2% base increase = \$51,000 base + one time pay out of \$250
	No Difference

Year Two	\$51,250 salary + 2% base increase + .5% PFP incentive = \$52,531 base
Or	\$51,000 salary + 2% base increase = \$52,020 base + one time pay out of \$255
	Difference - \$256

Year Three	\$52,531 salary + 2% base increase + .5% PFP incentive = \$53,844 base
Or	\$52,020 salary + 2% base increase = \$53,060 base + one time pay out of \$260
	Difference - \$524

This scenario illustrates that under our current modified PFP system there is not a great deal of difference in actual dollars paid (at least in the first few years) if you remove the incentive pay from the base salary. Considering this, and the fact that employees are still adjusting to the Pay for Performance concept and supervisors are still working through challenges with the performance evaluation system, it would be our recommendation that we not switch to a variable pay system at this time.

This is not to say that Variable Pay shouldn’t be a long-term goal. The research we do each year continues to confirm that Pay for Performance is definitely the trend. Mercer’s *Next Generation of Pay for Performance Survey* indicates that more than two-thirds (69 percent) of employers in the U.S. are working to increase differentiation of pay based on performance. Additionally, the survey shows that organizations’ primary

objectives for focusing on Pay for Performance are to attract and retain top talent, drive specific behaviors or results, and encourage engagement. While companies are realizing the importance of these types of programs to encourage high performance and employee retention, they are also coming to understand that this strategy comes at a price. In order to fund Variable Pay at a level that makes an impact, some organizations are reducing merit or base increases for other workers, reducing the overall number of employees, freezing base pay and reducing the amount spent on benefits. This is a deliberate strategy that focuses on the high performer, and in the current economy where resources are limited, decisions have to be made that impact other employees or other aspects of the organization in order to fund Variable Pay.

We feel that at this juncture the City of La Vista has found a way to reward those employees performing at a higher level, at least to some degree, without negatively impacting other employees or the organization. It is our belief that PFP as a compensation strategy will continue to become more engrained in La Vista's work culture and employees will ultimately come to expect to be rewarded for their performance, not their attendance. As that culture shift takes place and the economy continues to improve, a Variable Pay component would certainly be something to consider and discuss.

F

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

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

WHEREAS, the property owners of  
7314 Joseph Avenue/Lot 363 La Vista Replat; \$119.70  
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 address chose not to clean the property, thus necessitating the City to do the clean up, and

WHEREAS, the City sent the property owners a bill for said clean up which has 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 amount and against the property specified above, located within Sarpy County, La Vista, Nebraska.

PASSED AND APPROVED THIS 3RD DAY OF JULY, 2012

CITY OF LA VISTA

ATTEST: \_\_\_\_\_  
Douglas Kindig, Mayor

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



June 1, 2012

Tyson Hubbard & Colleen Jarzynka  
1214 Applewood Dr I 202  
Papillion, NE 68046

RE: Lot 363 La Vista Replat

To Whom It May Concern;

On April 2, 2012, the property at 7314 Joseph Ave, La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 133.01/Grass & Junk. On April 13, 2012 notification was made to correct the violations by April 18, 2012 or the city would correct it at the expense of the property owner. On April 3, 2012, the Public Works Department removed the trash at the property. The cost of \$119.70 was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Trash Removal Costs		
Labor	\$	39.95
Equipment Cost	\$	29.75
 TOTAL	 \$	 <u>119.70</u>

Please remit \$119.70, 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 July 3, 2012, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Mandy Garrod  
Deputy City Clerk

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

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

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

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

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

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

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

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

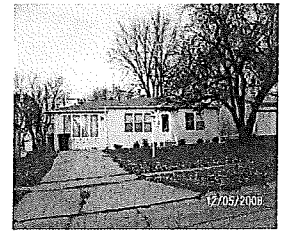
**Recreation**  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

[www.cityoflavista.org](http://www.cityoflavista.org)  
[info@cityoflavista.org](mailto:info@cityoflavista.org)

COPY

**La Vista Police Department**

## Code Enforcement Case Management



CASE ADDRESS: 7314 Joseph Ave      DATE INITIATED: 4/2/2012

NAME OF PROPERTY OWNER/RESIDENT: Tyson Hubbard & Colleen Jarzynka

CODE VIOLATION(S): 133.01/Grass & Junk (Chair sitting in the driveway

[illegible]

**Active**

Parcel Number: 010413545  
 Location: 07314 JOSEPH AVE  
 Owner: HUBBARD/TYSON D  
 C/O COLLEEN S JARZYNSKA  
 Mail Address: 7314 JOSEPH AVE  
 OMAHA NE 68128-  
 Legal: LOT 363 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-14-1-30051-000-0370



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

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

Residential Information for 1 January Roll Year 2011				
<b>LOT 112 75.0'</b>	<b>LOT 111 75.0'</b>	<b>75.0'</b>	<b>75.0'</b>	<b>75.0'</b>
60.0'	60.0'	60.0'	60.0'	60.0'
<b>LOT 365</b> 7322	<b>LOT 364</b> 7318	<b>LOT 363</b> 7314	<b>LOT 362</b> 7310	<b>LOT 361</b> 7306
106.8'	106.4'	105.9'	105.5'	105.0'
60.0'	60.0'	60.0'	60.0'	60.0'
<div> <div>Style: Ranch</div> <div>Year Built: 1961</div> <div>#Bedrooms Above Grade 3</div> <div>#Bathrooms Above Grade 1</div> <div>Total Bsmt Finish Sqft 0</div> <div>Garage Type</div> <div>Lot Depth 106</div> <div>Total Sqft 1080</div> <div>Bsmt Total Sqft 0</div> <div>Garage Sqft 0</div> <div>Lot Width 60</div> </div>				
Misc				



April 13<sup>th</sup>, 2012

Dear Owner/Resident:

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

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

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

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

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

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

Sincerely,

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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

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

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

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

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

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

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

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

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST Tyson Hubbard/Jarzynka, Colleen	DATE OF BIRTH —
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER 7314 Joseph Ave, LaVista, NE 68128	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER 7314 Joseph Ave, LaVista, NE 68128	
CONDITIONS REQUIRING CORRECTION • 133.01 - grass & junk (Chair in driveway)	
CORRECTIVE MEASURES • please cut front & backyards and have the chair removed from the property.	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 4/25, 2012.

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

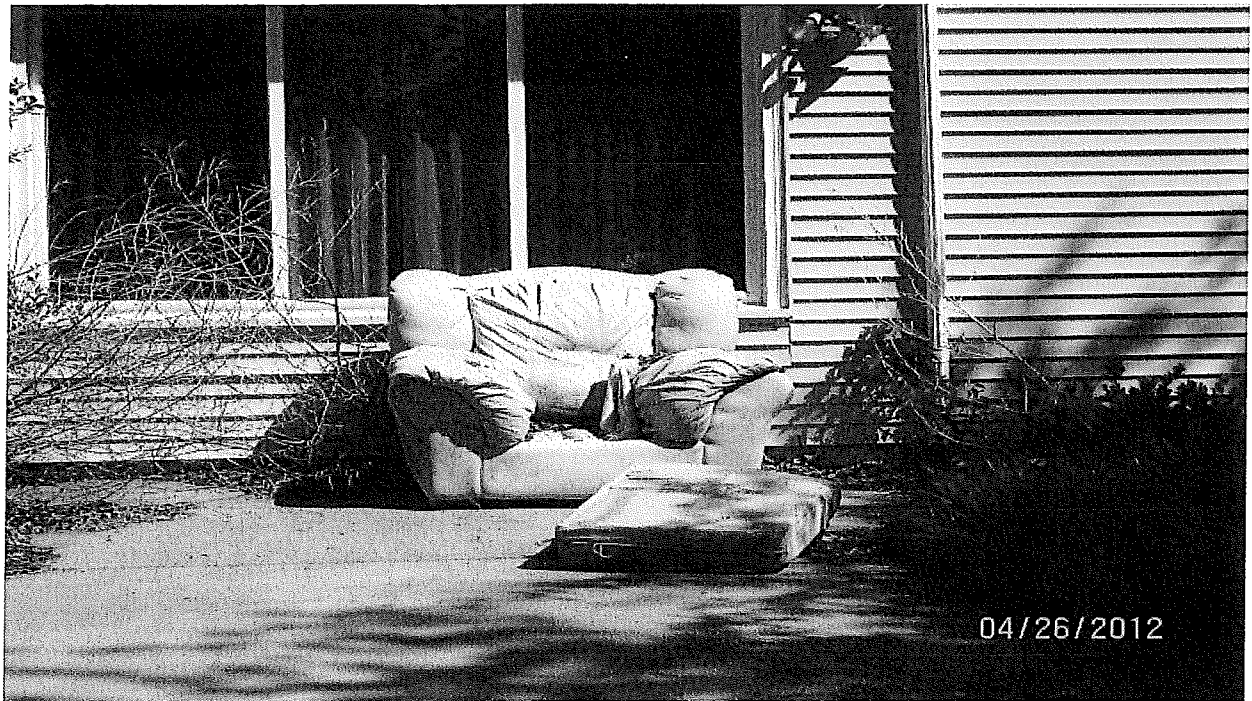
No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

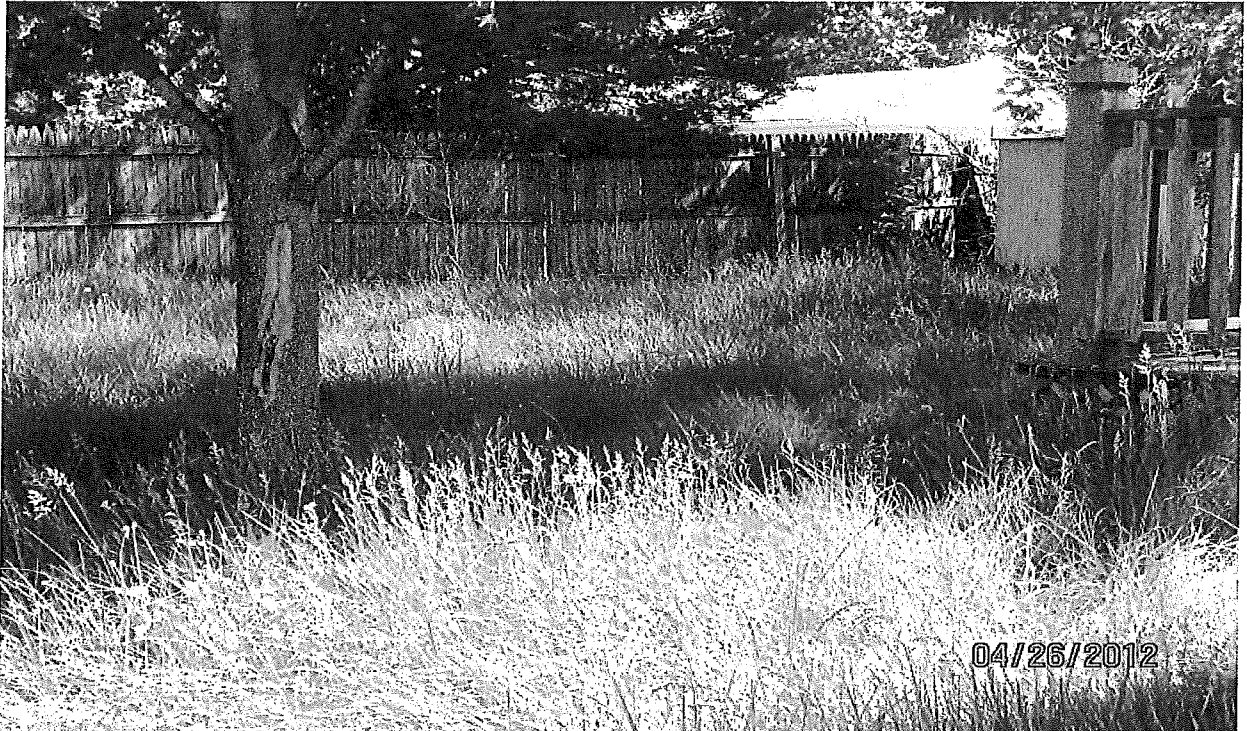
Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

**Signature:** \_\_\_\_\_, and date \_\_\_\_\_, 20\_\_\_\_,  
**accepting responsibility for compliance.**

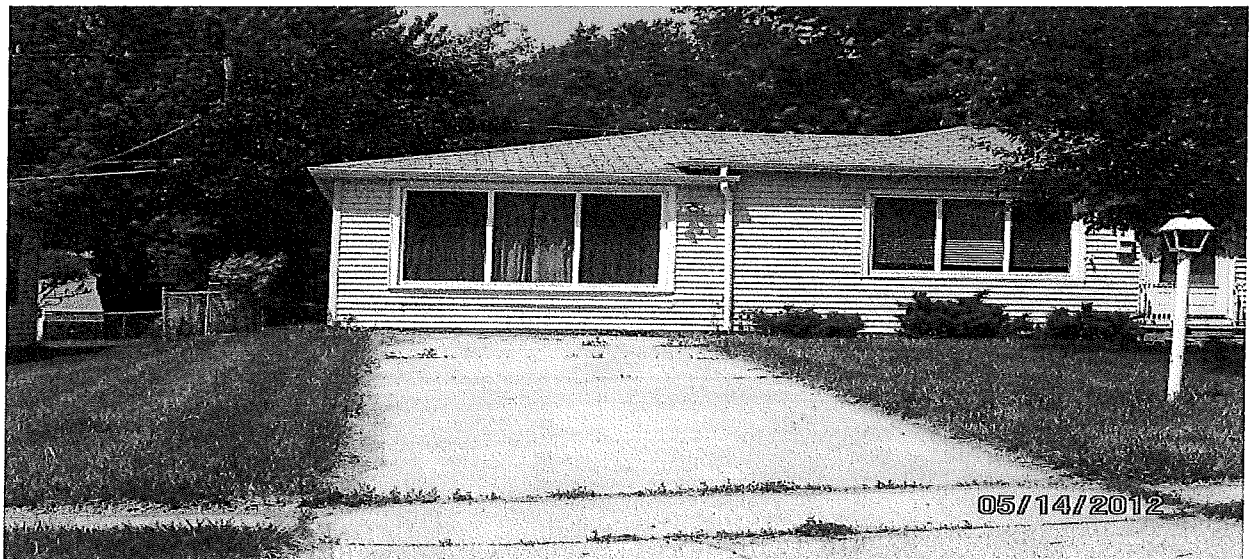






Before Pictures

Taken by: S. Corbit



After Picture (NOTE: Grass was cut by property owner)

Taken By: S. Corbit

Date 7/2/12 @ 1057hrs 12-4957  
Location 7314 Joseph Ave  
Violation 133.01- grass/chair  
Time to Comply 5 days  
Description grass needs to be cut  
& Chair needs to be removed  
Follow-up Officer  
Corbit/56

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Postmark Here

7008 1140 0000 6669 1117

Sent To  
Tyson Hubbard / Colleen Jarzynka  
Street, Apt. No., or PO Box No. 7314 Joseph Ave  
City, State, ZIP+4<sup>®</sup> La Vista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <u>[Signature]</u></p> <p>B. Received by (Printed Name) <u>Colleen Jarzynka</u></p> <p>C. Date of Delivery <u>7/2/12</u></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <u>1214 Applewood Dr</u> <u>Populmon, NE 6804</u></p>
1. Article Addressed to: <u>Tyson Hubbard</u> <u>Colleen Jarzynka</u> <u>7314 Joseph Ave</u> <u>La Vista, NE 68128</u>	3. Service Type <input checked="" 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.
2. Article Number (Transfer from service label) <u>7008 1140 0000 6669 1117</u>	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes