

MINUTE RECORD

No. 729 — REEDEL & COMPANY, INC. OMAHA E1107788LD

LA VISTA CITY COUNCIL MEETING November 6, 2012

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 6, 2012. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Recreation Director Stopak, and Assistant Public Works Director/ City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the World Herald on October 31, 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.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM OCTOBER 16, 2012
3. REQUEST FOR PAYMENT NO. 1 FROM NATIONAL RESEARCH CENTER – PROFESSIONAL SERVICES – NATIONAL CITIZEN SURVEY - \$7,800.00
4. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – CIVIC PARK MASTER PLAN - \$55,574.36
5. REQUEST FOR PAYMENT – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – GILES ROAD SIGNAL COORDINATION - \$1839.21
6. PAY REQUEST FROM SCHEMMER – PROFESSIONAL SERVICES - LA VISTA LINK – KEYSTONE TRAIL - \$197.65
7. PAY REQUEST FROM THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – APPLEWOOD CREEK IMPROVEMENTS - \$349.05
8. PAY REQUEST FROM INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION – PROFESSIONAL SERVICES – PERFORMANCE MEASUREMENTS PROGRAM - \$5,550.00
9. APPROVAL OF CLAIMS

3CMA MEMBERSHIP, dues	375
4 SEASONS AWARDS, supplies	54
AA WHEEL & TRUCK SUPPLY, equip.	95.94
ACUFF CONSULTING, services	150
AED ZONE, supplies	646
AMERICAN RED CROSS, fees	300
AOI CORPORATION, supplies	3,061.32
APCO, training	178
ARAMARK, services	625.77
ARBOR DAY, dues	15
ATLAS AWNING, maint.	50
BAKER & TAYLOR, books	986.07
BALZER, H., refund	15
BERINGER CIACCIO DENNELL, services	1,919.58

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BLACK HILLS ENERGY, utilities	2,680.56
BOMA/OMAHA, dues	210
BOUND TREE MEDICAL, supplies	499.76
BRAND, S., travel	46
BUILDERADIUS, services	2,000.00
BUILDERS SUPPLY, maint.	1,073.35
CENTER POINT PUBLISHING, books	214.5
CENTURY LINK, phone	1,181.54
CENTURY LINK BUSN SVCS, phone	52.71
CITY OF BELLEVUE, training	400
COMP CHOICE, services	98
COMPLETE MUSIC, services	200
CONRECO, maint.	110
CONTROL MASTERS INC., bld&grnds	72.5
COSGRAVE COMPANY, bld&grnds	353.7
COX, services	270.95
COX, services	320
CPS, supplies	1,133.20
CUES, equip.	346
CUMMINS CENTRAL POWER, services	681.94
D & D COMMUNICATIONS, supplies	679.26
DANIELSON/TECH SUPPLY, bld&grnds	176
DEMCO, supplies	143.98
DIAMOND VOGEL PAINTS, bld&grnds	30.75
DIGITAL ALLY INC., maint.	420
DON'S PIONEER UNIFORMS, apparel	109.95
DXP, equip.	3.25
EBSCO, books	913
EDGEWEAR SCREEN PRINTING, services	393.9
ENOA, services	300
EXCHANGE BANK, lease	1,163.43
FEDEX KINKO'S, supplies	30.25
FIREGUARD, equip.	90.75
FORT DEARBORN LIFE INS	1,270.50
FOSTER, T., travel	46
G I CLEANER & TAILORS, services	135.96
GALE, books	94.46
GAYLORD BROS, supplies	253.96
GODFATHER'S PIZZA, supplies	36.99
GOLDMAN, J., travel	46
GRAINGER, bld&grnds	482.79
GRAYBAR ELECTRIC, bld&grnds	857.94
GREAT PLAINS ONE-CALL SVC, services	262.88
GREAT PLAINS UNIFORMS, apparel	95
GUNN, B., travel	194.25
HANEY SHOE STORE, apparel	343.95
HEARTLAND PAPER, supplies	360
HEIMES CORP., maint.	242.62
HELGET GAS, supplies	149
HERITAGE CRYSTAL CLEAN, services	480.52
HIGHWAY SIGNING, services	33,989.84
HOCKENBERGS, bld&grnds	66.78
HUNTEL COMM., services	123.5
HY-VEE, supplies	60
INDUSTRIAL SALES, bld&grnds	198.22
INLAND TRUCK PARTS, maint.	75.12
INSIGHT PUBLIC SECTOR, services	1,313.68
J Q OFFICE, services	848.19
JNFS ENGINEERING, services	329.99
JOHNSON HARDWARE, bld&grnds	216.3
JOHNSTONE SUPPLY, bld&grnds	186.65

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KIMBALL MIDWEST, maint.	106.48
KOSISKI AUTO PARTS, maint.	300
KUSTOM SIGNALS INC., maint.	268
LANDS' END BUSINESS, supplies	101.85
LARRY'S BOILER SERVICE, bld&grnds	243.61
LAUGHLIN, KATHLEEN A, TRUSTEE	474
LEAGUE ASSN OF RISK MGMT, ins.	440,463.00
LEAGUE OF NEBRASKA MUNICIPAL, dues	1,278.87
LIBRARY IDEAS, media	6.5
LIFE ASSIST, supplies	184.93
LINCOLN NATIONAL LIFE INS CO	9,961.53
LOGAN CONTRACTORS SUPPLY, maint.	207.66
LOWE'S, supplies	30.32
LUEDERS LOCK & KEY, maint.	63
MAPA, meals	140
MATHESON TRI-GAS, supplies	505.33
MENARDS, bld&grnds	437.47
MAT, services	576
MCC, utilities	35,197.16
MUD, utilities	27,980.84
MID AMERICA, phone	50
MID CON SYSTEMS INC., bld&grnds	148.22
MIDLANDS BUSINESS JOURNAL, dues	70
MID-STATES UTILITY TRAILER, services	582.34
MIDWEST TAPE, media	23.24
MILLER PRESS, printing	1,137.00
MONROE TRUCK EQUIPMENT, maint.	290.56
NATIONAL EVERYTHING WHOLESALE, supplies	281.67
NATIONAL IMPRINT CORP., services	380
NATIONAL SAFETY COUNCIL, dues	499
NE DEPT OF LABOR, services	396
NE DEPT OF LABOR-WORKFORCE DEV, ins.	3,739.18
NE DEPT OF REVENUE-LOTT/51	86,510.00
NE CHAPTER APWA, training	975
NE CUSTOM COVER, supplies	4,260.00
NE ENVIRONMENTAL PRODS, maint.	218.73
NE FURNITURE MART, equip.	747.22
NE LAW ENFORCEMENT, travel	36
NE MUNICIPAL CLERKS ASSN, dues	70
NLA/NEMA CONFERENCE, dues	30
NMC EXCHANGE, maint.	1,976.12
NOBBIES, supplies	215.14
NUTS AND BOLTS INC., maint.	195.66
NWEA, training	240
OCLC, books	32.74
OFFICE DEPOT, supplies	2,093.17
OMAHA COMPOUND, supplies	82
OPPD, utilities	43,682.63
OMAHA WORLD HERALD, ads.	1,274.83
OMNI, maint.	2,000.73
OMNIGRAPHICS, books	81.85
O'REILLY AUTOMOTIVE, maint.	483.03
ORIENTAL TRADING COMPANY, supplies	73.99
PAPILLION TIRE INC., maint.	154.18
PARAMOUNT LINEN & UNIFORM, apparel	451.84
PARTSMASTER, supplies	379.99
PAYFLEX SYSTEMS	250
PAYLESS OFFICE PRODUCTS, supplies	109.89
PERFORMANCE CHRYSLER JEEP, maint.	625.47
PETTY CASH	254.63
PITNEY BOWES, lease	408

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PLAINS EQUIPMENT GROUP, maint.	276.98
PLUTA, D., travel	58
PRO-PAPILLION REC., services	830
RAINBOW GLASS & SUPPLY, bld&grnds	174.19
RAMIREZ, R., travel	237.91
REGAL AWARDS OF DISTINCTION, equip.	108.54
RETRIEVEX, services	85.41
SAM'S CLUB, supplies	123.74
SARPY COUNTY CHAMBER, services	165
SARPY COUNTY ELECTION COMSSNR, services	2,623.78
SARPY COUNTY REGISTER OF DEEDS, services	22
SARPY COUNTY TREASURER, services	16,005.00
SCARPA, D., travel	46
SCHLEGEL, J., travel	46
SHAMROCK CONCRETE, maint.	852.53
SHEPPARD'S BUSINESS INTERIORS, maint.	247
SHERRY, P., appreal	166
SINNETT, J., travel	363
SIRCHIE FINGER PRINT LABS, supplies	179.27
SMALL, B., travel	58
SMOOTHER CUT ENTERPRISES, services	1,320.00
SOLBERG, C., travel	209.91
SOUCIE, J., travel	46
SPRINT, phone	62.26
SPRINT, phone	119.97
STATE STEEL OF OMAHA, maint.	115
STOLTENBERG NURSERIES, bld&grnds	585
STRATEGIC INSIGHTS, services	675
SUBURBAN NEWSPAPERS, dues	40
SUPERIOR VISION SVCS INC	473.44
TARGET, supplies	27.83
TODD VALLEY FARMS, bld&grnds	496
TORNADO WASH, maint.	125
TYCO INTEGRATED SECURITY, services	289.74
U S MARSHALS SERVICE, services	840.55
ULTRAMAX, apparel	148.2
USPS, postage	1,554.24
VERIZON WIRELESS	456.63
VERIZON WIRELESS	91.48
VIERREGGER ELECTRIC, bld&grnds	2,475.88
WAL-MART, supplies	647.27
WASTE MANAGEMENT NE., services	498.99
WICK'S STERLING TRUCKS, maint.	40.23

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethel reminded the Council that if they wished to donate money for the Tree Lighting Soup Supper to please turn it into Mary Alex.

Police Chief Lausten reported that the department is currently working through the Civil Service process to hire new Officers. Lausten also reported that Officers will be participating in Fuzz for Food in the month of November.

Library Director Barcal reported that the Library Advisory Board received access cards. Barcal also reported that staff member Lindsey presented at the National Library Association's conference.

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B. SPECIAL ASSESSMENTS

1. PUBLIC HEARING

At 6:05 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Special Assessments.

At 6:05 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 12-107; 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
10202 Brentwood Dr/Lot 178 Val Vista, \$107.95;
10204 Brentwood Dr/Lot 177 Val Vista, \$107.95;
10208 Brentwood Dr/Lot 176 Val Vista, \$107.95;
10618 Brentwood Dr/Lot 154 Val Vista, \$107.95;
10216 Brentwood Dr/Lot 175 Val Vista, \$107.95;
10619 Hillcrest Drive/Lot 2A Val Vista, \$107.98;
10615 Hillcrest Drive/Lot 3 Val Vista, \$107.98; and
10611 Hillcrest Drive/Lot 4 Val Vista, \$107.98;

were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

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

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

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

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

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

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COMMENTS FROM THE FLOOR

Pastor Roger Criser spoke on his appreciation for the Council and City Staff, and thanked the City and its leadership.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Crawford gave Kudos to the staff for Halloween Safe Night.

Congratulations to our City Attorneys for a designation of best lawyers in America
At 6:10 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER, 2012

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

MINUTES OF MEETING November 8, 2012

Members Present: Rose Barcal Jill Frederick Janice Podoll
 Valerie Russell Carol Westlund

Members Absent: Kim Schmit-Pokorny

Agenda Item #1: Call to Order

The meeting was called to order at 5:31 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions made.

Agenda Item #4: Approval of Minutes of September 13, 2012 Meeting

It was moved by Frederick and seconded by Podoll that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

Agenda Item #5: Library Director's Report

- a. Programs: an overview of various programs was given including the Adult History Series that concluded this month. Partnerships through the *Library Broadband Builds Nebraska Communities* include the Nebraska Department of Labor (November 13th Open House) and the University of Nebraska Medical Center (November 12th Evaluating Health Information).
- b. Employee updates were given.
- c. Library Meetings were reviewed including the annual Nebraska Library Association Conference that was held at Embassy Suites in La Vista.
- d. General Library Information included the continuing education completed by the Library Board resulting in the Board's certification through September of 2015. "Thank you" to the Board for their accomplishment!

Agenda Item #6: Circulation Report

Library Director Barcal distributed the circulation report. E-book use includes the new Freading service that provides immediate download of electronic books. The report was discussed and accepted.

Agenda Item #7: Old Business

- a. Current and future grants were reviewed.
 - i. Civil War 150: There will be a 3 week exhibit at the Library in October of 2014. The grant included \$1,000 for programming.
 - ii. YALSA/Dollar General Teen Read Week. \$1,000 was received to create a life-size Arkham Horror Game Board. 25 participated as well as a representative from the Nebraska Library Commission.
 - iii. American Recovery and Reinvestment Act for the Nebraska Library Commission Broadband Technology Opportunities Program continues with monthly statistical computer reports and partnered programs including NE Works programs through the Nebraska Department of Labor

and an Evaluating Health Information session made available through the University of Nebraska Medical Center. The ADA computer and station have not arrived yet but an open house will be hosted to highlight this addition.

- b. IDEAL Project. The second and final phase to the mural has been completed. A celebration will take place on December 5th at 6:30pm.
- c. Budget FY2012-2013. The new budget is in full swing including new book orders, a book covering machine that will reduce supply costs and staff time, a computer budget for updates and a second AWE station for the children's area, and a furniture line for replacement and/or reupholstering of furniture.
- d. Summer Reading Program 2012. Final number report was distributed.
- e. FY2010-2011 end of year. The old fiscal year's books have been closed and all paperwork submitted to City Hall.

Agenda Item #8: New Business

- a. Library Advisory Board Meeting Dates for 2013. There was a motion by Russell and seconded by Podoll to accept the dates as listed. Ayes: all. Nays: none. Motion carried.
 - i. January 10th
 - ii. March 14th
 - iii. May 9th
 - iv. July 11th
 - v. September 12th
 - vi. November 14th
- b. President and Secretary Positions 2013. Special thanks went to Russell, the current president, and Podoll, the current secretary, for the positions they held in 2012. Their support is appreciated. Elections for the office of president and secretary were held: Westlund make a motion and Podoll seconded to close nominations and a unanimous ballot cast for Frederick as president. Board members voting aye: Frederick, Podoll, Russell, and Westlund. Nays: none. Motion carried. Westlund made a motion and Russell seconded to close nominations and a unanimous ballot cast for Schmit-Pokorny as secretary. Board members voting aye: Frederick, Podoll, Russell, and Westlund. Nays: none. Motion carried.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

Frederick asked about donations: if there are limitations to what is accepted. There are no parameters for items accepted, just that once donated, items belong to the library. Staff evaluates if they can be added to the collection. If not, items are placed on the library's book sale tables. There was a discussion concerning books. Russell suggested a craft with books. This will be relayed to staff for further information and possibilities.

There was a motion by Frederick and seconded by Russell to adjourn the meeting at 6:03 p.m.

The next meeting is scheduled for January 10, 2013 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

Meeting of Board of Directors

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

MINUTES OF MEETING

November 12, 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 May 14, 2012 Meeting.

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

Agenda Item #4: OPPD Geothermal System.

Archibald reported that the repairs are still underway.

Agenda Item #5: Other Business.

Hixson reported that the accent wall in the foyer is still in process as there has been a backlog of work to be accomplished by that department. Archibald reported that the migration of the Library over to the City's network is complete. Everything ran smoothly.

Agenda item #6: Next Meeting.

The next meeting will be Monday, February 11, 2013 at 4:00pm La Vista Public Library, Room #142. It was moved by Gunn and seconded by Hanneman to adjourn the meeting at 4:09 p.m.

Minutes respectfully submitted by Rose Barcal

ANNUAL MEETING

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

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4:09 p.m.

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 Rich Hanneman Robin Hixson

Members Absent: Dave Koebel

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Agenda Item #2: Nominations/Election of Directors.

By prior action, the City nominated (by nature of the positions they hold) City Administrator, Library Director, and Director of Public Building and Grounds to the Board. By prior action, the College nominated Rich Hanneman, Robin Hixson and Dave Koebel to the Board. A motion was made by Gunn and seconded by Hanneman to close nominations and cast a unanimous ballot for the Board of Directors as nominated by the owners. Ayes: all. Nays: none. Motion approved.

Archibald nominated Robin Hixson as President/Treasurer and Rose Barcal as Vice President/Secretary. A motion was made by Hanneman and seconded by Gunn to close the nominations and cast a unanimous ballot for Hixson as President/Treasurer and Barcal as Vice President/Secretary. Ayes: all. Nays: none. Motion approved.

Agenda Item #3: Other Business.

2013 Meeting Dates:

- February 11
- May 13
- August 12
- November 11

Meeting time will remain at 4:00 p.m. Moved by Hanneman and seconded by Gunn to approve. Ayes: all. Nays: none. Motion approved.

Agenda Item #4: Next Annual Meeting.

Monday, November 11, 2013 after the regular meeting in the Library Conference Room #142.

It was moved by Gunn and seconded by Hixson to adjourn the meeting at 4:17 p.m.

Minutes respectfully submitted by Rose Barcal

Meeting of Board of Directors

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

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Minutes respectfully submitted by Rose Barcal

ANNUAL MEETING

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Members Absent: Dave Koebel

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Agenda Item #3: Other Business.

2013 Meeting Dates:

- February 11
- May 13
- August 12
- November 11

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Minutes respectfully submitted by Rose Barcal

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the one month ended October 31, 2012
8% of the Fiscal Year

	General Fund					Debt Service Fund				Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over(under) Budget	Budget	MTD Actual	YTD Actual	Over(under) Budget
REVENUES													
Property Taxes	\$ 5,595,836	\$ 48,780	\$ 48,780	\$ (5,547,056)	1%	\$ 637,325	\$ 2,389	\$ 2,389	\$ (634,936)	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	2,033,982	234,205	234,205	(1,799,777)	12%	1,016,991	117,102	117,102	(899,889)	-	-	-	-
Payments in Lieu of taxes	185,000	-	0	(185,000)	0%	-	-	-	-	-	-	-	-
State revenue	1,073,300	126,406	126,406	(946,894)	12%	-	-	-	-	-	-	-	-
Occupation and franchise taxes	750,000	87,567	87,567	(662,433)	12%	-	-	-	-	-	-	-	-
Hotel Occupation Tax	684,682	77,173	77,173	(607,509)	11%	-	-	-	-	-	-	-	-
Licenses and permits	418,750	21,032	21,032	(397,718)	5%	-	-	-	-	-	-	-	-
Interest income	10,000	1,018	1,018	(8,982)	10%	20,000	474	474	(19,526)	-	-	-	-
Recreation fees	124,000	8,973	8,973	(115,027)	7%	-	-	-	-	-	-	-	-
Special Services	24,590	835	835	(23,755)	3%	-	-	-	-	-	-	-	-
Grant Income	179,665	18,148	18,148	(161,517)	10%	-	-	-	-	547,860	-	-	(547,860)
Other	801,348	6,055	6,055	(795,293)	1%	993,450	272	272	(993,178)	170,807	37,197	37,197	(133,610)
Total Revenues	11,881,153	630,192	630,192	(11,250,961)	5%	2,667,766	120,237	120,237	(2,547,529)	718,667	37,197	37,197	(681,470)
EXPENDITURES													
Current:													
Mayor and Council	176,706	13,779	13,779	(162,927)	8%	-	-	-	-	-	-	-	-
Boards & Commissions	12,350	359	359	(11,991)	3%	-	-	-	-	-	-	-	-
Public Buildings & Grounds	562,487	18,637	18,637	(543,850)	3%	-	-	-	-	-	-	-	-
Administration	836,777	44,513	44,513	(792,264)	5%	90,000	26	26	(89,974)	-	-	-	-
Police and Animal Control	3,989,138	291,595	291,595	(3,697,543)	7%	-	-	-	-	-	-	-	-
Fire	567,219	32,516	32,516	(534,703)	6%	-	-	-	-	-	-	-	-
Community Development	673,722	37,960	37,960	(635,762)	6%	-	-	-	-	-	-	-	-
Public Works	3,204,843	206,565	206,565	(2,998,278)	6%	-	-	-	-	-	-	-	-
Recreation	659,488	39,325	39,325	(620,163)	6%	-	-	-	-	-	-	-	-
Library	679,093	40,452	40,452	(638,641)	6%	-	-	-	-	-	-	-	-
Human Resources	454,611	5,875	5,875	(448,736)	1%	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	93,684	4,585	4,585	(89,099)	5%	-	-	-	-	-	-	-	-
Capital outlay	215,500	-	0	(215,500)	0%	-	-	-	-	1,981,084	37,197	37,197	(1,943,887)
Debt service: (Warrants)	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	2,565,000	605,000	605,000	(1,960,000)	-	-	-	-
Interest	-	-	-	-	-	803,307	23,286	23,286	(780,021)	-	-	-	-
Total Expenditures	12,125,618	736,161	736,161	(11,389,457)	6%	3,458,307	628,313	628,313	(2,829,994)	1,981,084	37,197	37,197	(1,943,887)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(244,465)	(105,969)	(105,969)	(138,496)	43%	(790,541)	(508,076)	(508,076)	(282,465)	(1,262,417)	-	-	(1,262,417)
OTHER FINANCING SOURCES (USES)													
Operating transfers in (out)	(1,237,630)	-	-	1,237,630	-	(109,369)	-	-	109,369	1,262,417	-	-	(1,262,417)
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other Financing Sources (Uses)	(1,237,630)	-	-	1,237,630	-	(109,369)	-	-	109,369	1,262,417	-	-	(1,262,417)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (1,482,095)	\$ (105,969)	\$ (105,969)	\$ (1,376,126)	-	\$ (899,910)	\$ (508,076)	\$ (508,076)	\$ (391,834)	\$ -	\$ -	\$ -	\$ -
FUND BALANCE, beginning of the year **			6,347,272					6,515,352				371,268	
FUND BALANCES, END OF PERIOD			\$ 6,241,303					\$ 6,007,276				\$ 371,268	

**Preliminary due to accruals and audit adjustments

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

BUDGET AND ACTUAL

For the one month ended October 31, 2012

8% of the Fiscal Year

	Sewer Fund					Golf Course Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over (Under) Budget</u>	<u>% of Budget Used</u>	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over (Under) Budget</u>	<u>% of Budget Used</u>
REVENUES										
User fees	\$ 2,395,988	\$ 221,564	\$ 221,564	\$ (2,174,424)	9%	\$ 183,000	\$ 11,986	\$ 11,986	\$ (171,014)	7%
Service charge and hook-up fees	125,000	2,200	2,200	(122,800)	2%	-	-	-	-	-
Merchandise sales	-	-	-	-	-	34,400	2,278	2,278	(32,122)	7%
Grant	-	-	-	-	n/a	-	-	-	-	-
Miscellaneous	200	25	25	(175)	12%	300	53	53	-	18%
Total Revenues	<u>2,521,188</u>	<u>223,788</u>	<u>223,788</u>	<u>(2,297,400)</u>	<u>9%</u>	<u>217,700</u>	<u>14,316</u>	<u>14,316</u>	<u>(203,137)</u>	<u>7%</u>
EXPENDITURES										
General Administrative	489,982	29,450	29,450	(460,532)	6%	-	-	-	-	-
Cost of merchandise sold	-	-	-	-	-	29,704	1,826	1,826	(27,878)	6%
Maintenance	2,088,906	39,272	39,272	(2,049,634)	2%	163,461	13,589	13,589	(149,872)	8%
Production and distribution	-	-	-	-	-	148,840	9,426	9,426	(139,414)	6%
Capital Outlay	40,000	-	-	(40,000)	0%	14,000	-	-	(14,000)	0%
Debt Service:										
Principal	-	-	-	-	-	120,000	-	-	(120,000)	0%
Interest	-	-	-	-	-	10,083	-	-	(10,083)	0%
Total Expenditures	<u>2,618,888</u>	<u>68,722</u>	<u>68,722</u>	<u>(2,550,166)</u>	<u>3%</u>	<u>486,088</u>	<u>24,841</u>	<u>24,841</u>	<u>(461,247)</u>	<u>5%</u>
OPERATING INCOME (LOSS)	(97,700)	155,066	155,066	(252,766)	-	(268,388)	(10,525)	(10,525)	258,110	-
NON-OPERATING REVENUE (EXPENSE)										
Interest income	5,000	97	97	(4,903)	2%	25	48	48	23	192%
	<u>5,000</u>	<u>97</u>	<u>97</u>	<u>(4,903)</u>	<u>2%</u>	<u>25</u>	<u>48</u>	<u>48</u>	<u>23</u>	<u>192%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(92,700)	155,163	155,163	(247,863)	-	(268,363)	(10,477)	(10,477)	257,886	-
OTHER FINANCING SOURCES (USES)										
Operating transfers in (out)	-	-	-	-	-	265,000	-	-	(265,000)	0%
NET INCOME (LOSS)	\$ <u>(92,700)</u>	\$ 155,163	\$ 155,163	\$ <u>(247,863)</u>	-	\$ <u>(3,363)</u>	\$ (10,477)	\$ (10,477)	\$ <u>7,114</u>	-
NET ASSETS, Beginning of the year **			<u>5,765,432</u>					<u>311,078</u>		
NET ASSETS, End of the year			<u>\$ 5,920,595</u>					<u>\$ 300,601</u>		

**Preliminary due to accruals and audit adjustments

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

November 1, 2012

Ms. Pam Buethe, City Clerk
City of LaVista
8116 Parkview Blvd.
LaVista, Nebraska 68128

FINAL BILL
Invoice No.: 3265

Midwest Right of Way Services #273

**Right of Way Services in connection with
Thompson Creek/LaVista FEMA Buyout**

For the period of February 1, 2012 through October 31, 2012

Total Contract	\$ 129,800.00
Total Billed through January 31, 2012	\$ 69,598.00

Project Manager	-	hours at	\$80 per hour	\$	-
Acquisition Agent	-	hours at	\$68 per hour	\$	-
Relocation Agent	3.00	hours at	\$68 per hour	\$	204.00

Total Amount Due for this Invoice

\$ 204.00

Total Remaining on Contract (after this invoice)

\$ 59,998.00

Total Amount for Past Due Invoices

\$ -

Total Amount Currently Due

\$ 204.00

For questions regarding this invoice, please call Jack Borgmeyer at 955-2900.

OK to Pay
05.71.0645.09
P Buethe
11/9/12

Consent Agenda

John P. Mullen, P.C., LLO

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

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

21-Sep-12

Federal Tax ID: 47-0843400

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

ATTORNEY WORK PRIVILEGE
ATTORNEY CLIENT PRIVILEGE

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

STATEMENT FOR PROFESSIONAL SERVICES AND COSTS ADVANCED

Date	Description	TIME
For professional services rendered from July 17, 2012 through September 21, 2012 regarding the lawsuit of Oriental Trading Co. ("O.T.C.") v. City of LaVista et al.		
	TOTAL FEE	\$ 9,728.00
DISBURSEMENT		
Copies	984 at \$0.10 each	\$ 98.40
TOTAL BALANCE DUE:		\$ 9,826.40

OK
BLS
11-20-12
Consent
agenda
2-42-0321

08.81.0303



Blachere-Illumination USA, Inc.
4198 State Hwy 14 W
Post Office Box 41
Christopher, IL 62822

Invoice

Date	Invoice No.
10/31/2012	711

Name / Address
City of LaVista Mary Alex 8116 Park View Blvd. LaVista, NV 68128

Ship To
City of LaVista Mary Alex 8116 Park View Blvd. LaVista, NV 68128

			P.O. No.	Terms
			Email MA	
Quantity	Item	Description	Cost	Total
25	Custom	Swirl Pole Mounts	696.00	17,400.00
1	Freight	Freight will be invoiced separately	0.00	0.00
			Total	\$17,400.00
Light Up Your Life		Please note our Terms & Conditions	Payments	\$0.00
			Balance	\$17,400.00
Phone No.	Fax No.	E-mail	Web Site	
618-724-1500	618-724-4500	info@blachere-illumination.us	www.blachere-illumination.us	

Consent Agenda
11-20-12
[Signature]

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)								
109235	11/07/2012	3871	NATIONAL RESEARCH CENTER INC	7,800.00				**MANUAL**	
109236	11/07/2012	4653	RDG PLANNING & DESIGN	55,574.36				**MANUAL**	
109237	11/07/2012	3739	FELSBURG HOLT & ULLEVIG	1,839.21				**MANUAL**	
109238	11/07/2012	1034	SCHEMMER ASSOCIATES INC	197.65				**MANUAL**	
109239	11/07/2012	143	THOMPSON DREESSEN & DORNER	349.05				**MANUAL**	
109240	11/07/2012	192	ICMA - D C	5,500.00				**MANUAL**	
109241	11/07/2012	929	BEACON BUILDING SERVICES	6,712.00				**MANUAL**	
109242	11/07/2012	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	474.00				**MANUAL**	
109243	11/08/2012	3105	GREAT AMERICAN LEASING CORP	843.17				**MANUAL**	
109244	11/20/2012	3348	3M	521.10					
109245	11/20/2012	762	ACTION BATTERIES UNLTD INC	.00	**CLEARED**	**VOIDED**			
109246	11/20/2012	762	ACTION BATTERIES UNLTD INC	299.94					
109247	11/20/2012	571	ALAMAR UNIFORMS	138.99					
109248	11/20/2012	1271	AMERICAN PLANNING ASSOCIATION	495.00					
109249	11/20/2012	1973	ANN TROE	.00	**CLEARED**	**VOIDED**			
109250	11/20/2012	1973	ANN TROE	1,165.00					
109251	11/20/2012	536	ARAMARK UNIFORM SERVICES INC	467.99					
109252	11/20/2012	706	ASSOCIATED FIRE PROTECTION	420.00					
109253	11/20/2012	201	BAKER & TAYLOR BOOKS	377.03					
109254	11/20/2012	1839	BCDM-BERINGER CIACCIO DENNELL	876.69					
109255	11/20/2012	4781	BISHOP BUSINESS EQUIPMENT	591.92					
109256	11/20/2012	196	BLACK HILLS ENERGY	50.94					
109257	11/20/2012	56	BOB'S RADIATOR REPAIR CO INC	85.00					
109258	11/20/2012	4454	BRAKE, AUSTIN	100.00					
109259	11/20/2012	1242	BRENTWOOD AUTO WASH	35.00					
109260	11/20/2012	4647	BREWER, WILLIAM ANDREW	100.00					
109261	11/20/2012	76	BUILDERS SUPPLY CO INC	327.86					
109262	11/20/2012	2	CALIBRE PRESS	215.00					
109263	11/20/2012	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**			
109264	11/20/2012	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**			
109265	11/20/2012	2625	CARDMEMBER SERVICE-ELAN	6,581.37					
109266	11/20/2012	2285	CENTER POINT PUBLISHING	42.54					
109267	11/20/2012	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**			
109268	11/20/2012	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**			
109269	11/20/2012	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**			
109270	11/20/2012	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**			
109271	11/20/2012	83	CJ'S HOME CENTER	873.54					
109272	11/20/2012	3136	D & D COMMUNICATIONS	99.96					
109273	11/20/2012	846	DATA TECHNOLOGIES INC	.00	**CLEARED**	**VOIDED**			
109274	11/20/2012	846	DATA TECHNOLOGIES INC	11,162.62					
109275	11/20/2012	77	DIAMOND VOGEL PAINTS	47.22					
109276	11/20/2012	49	DOUBLE K FEED INC	72.00					
109277	11/20/2012	2149	DOUGLAS COUNTY SHERIFF'S OFC	637.50					
109278	11/20/2012	364	DULTMEIER SALES & SERVICE	28.42					
109279	11/20/2012	2983	EAGLE ENGRAVING	11.25					
109280	11/20/2012	3776	ELECTRIC SPECIALTIES CO INC	120.00					
109281	11/20/2012	4794	ELITE EXTERIORS	30.00					
109282	11/20/2012	3460	FEDEX	24.74					
109283	11/20/2012	1245	FILTER CARE	25.80					
109284	11/20/2012	439	FIREGUARD INC	72.90					
109285	11/20/2012	142	FITZGERALD SCHORR BARMETTLER	24,339.21					

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
		109286	11/20/2012	3834	FLEET US LLC	1,159.00			
		109287	11/20/2012	3415	FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
		109288	11/20/2012	3415	FOCUS PRINTING	878.20			
		109289	11/20/2012	1344	GALE	379.18			
		109290	11/20/2012	4644	GARROD, MANDY	61.05			
		109291	11/20/2012	1248	GASSETT, MIKE	458.00			
		109292	11/20/2012	1697	GAYLORD BROS	384.42			
		109293	11/20/2012	53	GCR TIRE CENTERS	393.98			
		109294	11/20/2012	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
		109295	11/20/2012	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
		109296	11/20/2012	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
		109297	11/20/2012	966	GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
		109298	11/20/2012	966	GENUINE PARTS COMPANY-OMAHA	2,116.25			
		109299	11/20/2012	4796	GILLETT, JESSICA	95.00			
		109300	11/20/2012	4767	GOLEY, CHRIS	100.00			
		109301	11/20/2012	285	GRAYBAR ELECTRIC COMPANY INC	226.61			
		109302	11/20/2012	71	GREENKEEPER COMPANY INC	120.00			
		109303	11/20/2012	1044	H & H CHEVROLET LLC	154.03			
		109304	11/20/2012	387	HARM'S CONCRETE INC	5.00			
		109305	11/20/2012	433	HIGHSMITH	171.31			
		109306	11/20/2012	797	HOBBY LOBBY STORES INC	122.78			
		109307	11/20/2012	2888	HOME DEPOT CREDIT SERVICES	49.79			
		109308	11/20/2012	1612	HY-VEE INC	77.89			
		109309	11/20/2012	4795	ICMA RETIREMENT CORPORATION	3,400.00			
		109310	11/20/2012	4508	INTELLIGENT PRODUCTS	201.00			
		109311	11/20/2012	4797	INTERNATIONAL EROSION CONROL	170.00			
		109312	11/20/2012	1896	J Q OFFICE EQUIPMENT INC	81.02			
		109313	11/20/2012	2653	JONES AUTOMOTIVE INC	1,307.71			
		109314	11/20/2012	788	KINDIG, DOUGLAS	265.00			
		109315	11/20/2012	1054	KLINKER, MARK A	200.00			
		109316	11/20/2012	2394	KRIHA FLUID POWER CO INC	502.19			
		109317	11/20/2012	1061	KUSTOM SIGNALS INCORPORATED	379.00			
		109318	11/20/2012	2057	LA VISTA COMMUNITY FOUNDATION	50.00			
		109319	11/20/2012	4425	LANDPORT SYSTEMS INC	125.00			
		109320	11/20/2012	4063	LAW ENFORCEMENT SUPPLY INC	156.28			
		109321	11/20/2012	2380	LEXIS NEXIS MATTHEW BENDER	279.30			
		109322	11/20/2012	4784	LIBRARY IDEAS LLC	6.00			
		109323	11/20/2012	1288	LIFE ASSIST	19.62			
		109324	11/20/2012	1573	LOGAN CONTRACTORS SUPPLY	330.25			
		109325	11/20/2012	2664	LOU'S SPORTING GOODS	416.00			
		109326	11/20/2012	263	LOVELAND GRASS PAD	95.40			
		109327	11/20/2012	4560	LOWE'S CREDIT SERVICES	529.47			
		109328	11/20/2012	919	MARTIN MARIETTA AGGREGATES	39.27			
		109329	11/20/2012	2491	METRO COUNT (USA) INC	368.00			
		109330	11/20/2012	2497	MID AMERICA PAY PHONES	50.00			
		109331	11/20/2012	184	MID CON SYSTEMS INCORPORATED	180.70			
		109332	11/20/2012	2299	MIDWEST TAPE	34.99			
		109333	11/20/2012	64	MINITEX - CPP	188.00			
		109334	11/20/2012	3871	NATIONAL RESEARCH CENTER INC	1,950.00			
		109335	11/20/2012	2897	NEBRASKA GOLF COURSE SUPERIN-	35.00			
		109336	11/20/2012	1907	NEBRASKA IOWA INDL FASTENERS	93.60			
		109337	11/20/2012	3350	NEBRASKA IOWA SUPPLY	12,845.04			
		109338	11/20/2012	479	NEBRASKA LIBRARY COMMISSION	1,390.05			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
109339	11/20/2012	179	NUTS AND BOLTS INCORPORATED		6.88				
109340	11/20/2012	1831	O'REILLY AUTOMOTIVE STORES INC		125.03				
109341	11/20/2012	3978	ODB COMPANY		287.37				
109342	11/20/2012	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
109343	11/20/2012	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
109344	11/20/2012	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
109345	11/20/2012	1014	OFFICE DEPOT INC		656.80				
109346	11/20/2012	79	OMAHA COMPOUND COMPANY		218.37				
109347	11/20/2012	319	OMAHA WINNELSON		675.00				
109348	11/20/2012	46	OMAHA WORLD HERALD COMPANY		695.29				
109349	11/20/2012	167	OMNI		163.77				
109350	11/20/2012	401	PAPILLION LA VISTA SCHL DISTR		600.00				
109351	11/20/2012	3039	PAPILLION SANITATION		2,257.04				
109352	11/20/2012	2686	PARAMOUNT LINEN & UNIFORM		165.28				
109353	11/20/2012	1769	PAYLESS OFFICE PRODUCTS INC		46.67				
109354	11/20/2012	1723	PENWORTHY COMPANY		1,925.65				
109355	11/20/2012	3058	PERFORMANCE CHRYSLER JEEP		.00	**CLEARED**	**VOIDED**		
109356	11/20/2012	3058	PERFORMANCE CHRYSLER JEEP		1,864.11				
109357	11/20/2012	4037	PERFORMANCE FORD		3.37				
109358	11/20/2012	1821	PETTY CASH-PAM BUETHE		.00	**CLEARED**	**VOIDED**		
109359	11/20/2012	1821	PETTY CASH-PAM BUETHE		255.81				
109360	11/20/2012	1784	PLAINS EQUIPMENT GROUP		532.84				
109361	11/20/2012	1373	QUICK, TERRILYN		265.00				
109362	11/20/2012	58	RAINBOW GLASS & SUPPLY		149.00				
109363	11/20/2012	1121	RALSTON ADVERTISING		362.46				
109364	11/20/2012	281	RAY ALLEN MANUFACTURING CO INC		344.95				
109365	11/20/2012	191	READY MIXED CONCRETE COMPANY		1,554.54				
109366	11/20/2012	292	SAM'S CLUB		1,351.43				
109367	11/20/2012	487	SAPP BROS PETROLEUM INC		.00	**CLEARED**	**VOIDED**		
109368	11/20/2012	487	SAPP BROS PETROLEUM INC		17,999.92				
109369	11/20/2012	2240	SARPY COUNTY COURTHOUSE		3,629.03				
109370	11/20/2012	168	SARPY COUNTY LANDFILL		337.71				
109371	11/20/2012	4641	SHRED-SAFE LLC 2011-2012		30.00				
109372	11/20/2012	3866	SIEBERT & ASSOCIATES INC		77.64				
109373	11/20/2012	738	SIGN IT		800.00				
109374	11/20/2012	3069	STATE STEEL OF OMAHA		44.74				
109375	11/20/2012	4335	STOLTENBERG NURSERIES		45.00				
109376	11/20/2012	332	SUSPENSION SHOP INCORPORATED		1,519.38				
109377	11/20/2012	264	TED'S MOWER SALES & SERVICE		388.61				
109378	11/20/2012	3735	TY'S OUTDOOR POWER & SVC INC		275.00				
109379	11/20/2012	2426	UNITED PARCEL SERVICE		6.31				
109380	11/20/2012	300	UTILITY EQUIPMENT COMPANY		87.75				
109381	11/20/2012	4223	VAIL, ADAM		100.00				
109382	11/20/2012	4480	VAL VERDE ANIMAL HOSPITAL INC		13.20				
109383	11/20/2012	809	VERIZON WIRELESS		426.93				
109384	11/20/2012	78	WASTE MANAGEMENT NEBRASKA		121.39				
109385	11/20/2012	968	WICK'S STERLING TRUCKS INC		50.53				
109386	11/20/2012	984	ZIMCO SUPPLY COMPANY		52.00				
109387	11/20/2012	2541	ZOLL MEDICAL CORPORATION		6,151.00				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO BANK NAME

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

BANK TOTAL 209,029.15
OUTSTANDING 209,029.15
CLEARED .00
VOIDED .00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	114,617.10	114,617.10	.00	.00
02 SEWER FUND	18,087.89	18,087.89	.00	.00
05 CONSTRUCTION	58,142.64	58,142.64	.00	.00
08 LOTTERY FUND	16,264.56	16,264.56	.00	.00
09 GOLF COURSE FUND	1,902.11	1,902.11	.00	.00
15 OFF-STREET PARKING	14.85	14.85	.00	.00

REPORT TOTAL 209,029.15
OUTSTANDING 209,029.15
CLEARED .00
VOIDED .00

+ Gross Payroll 11/09/12 232,403.71

GRAND TOTAL \$441,432.86

APPROVED BY COUNCIL MEMBERS 11/20/12

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2012 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT APPROVAL — LOTS 1 & 2, MAYFAIR 2 ND ADD. REPLAT FIVE (NW OF 96 TH & 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 and 2, Mayfair 2nd Addition Replat Five (a replat of Lot 1, Mayfair 2nd Addition Replat Three), generally located northwest of 96th 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 and 2, Mayfair 2nd Addition Replat Five, generally located northwest of 96th 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 1 is anticipated to be developed as a child care center.

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 October 18, 2012, the Planning Commission unanimously recommended approval of the proposed replat to Council subject to the conditions as noted in the staff report.

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 2ND ADDITION, REPLAT 3, TO BE REPLATTED AS LOTS 1 AND 2, MAYFAIR 2ND 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 2nd Addition, Replat 3, to be replatted as Lots 1 and 2, Mayfair 2nd Addition, Replat Five; and

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

WHEREAS, on October 18, 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, the items identified by the city engineer and staff have been resolved.

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 2nd Addition, Replat 3, to be replatted as Lots 1 and 2, Mayfair 2nd Addition, Replat Five, a subdivision located in the Southeast ¼ of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 96th Street and Giles Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2012.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, MAYFAIR 2ND ADDITION, REPLAT FIVE SUBDIVISION.

WHEREAS, the City Council did on November 20, 2012, approve the replat for Lots 1 and 2, Mayfair 2nd 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 November 20, 2012, City Council meeting for the Mayfair 2nd 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 20TH DAY OF NOVEMBER 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2012-SUB-01

FOR HEARING OF: November 20, 2012
Report Prepared on: November 14, 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 96th Street and Giles Road

D. **LEGAL DESCRIPTION:** Lot 1, Mayfair 2nd Addition Replat Three

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

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

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

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

II. **BACKGROUND INFORMATION**

A. **EXISTING CONDITION OF SITE:** Existing Lot 1, Mayfair 2nd

Addition Replat Three is relatively flat. Slopes along the eastern lot line increase northward. Slopes along the northern lot line increase eastward.

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, Gateway Corridor District (Overlay District); Mayfair 2nd Addition / Mix of Commercial and Vacant uses
3. **South:** C-1 Shopping Center Commercial, Gateway Corridor District (Overlay District); Mayfair 2nd Addition Replat Three / Vacant

4. **West:** C-1 Shopping Center Commercial, Gateway Corridor District (Overlay District); Mayfair 2nd Addition Replat One/ Vacant

C. RELEVANT CASE HISTORY:

1. Mayfair 2nd Addition Replat Three was approved September 19, 2006.

D. APPLICABLE REGULATIONS:

1. Section 5.10 of the Zoning Regulations – C-1 Shopping Center
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 ingree/egress easement granted with the platting of Mayfair 2nd Addition Replat One. It was learned during the review of the initial replat application that the Mayfair Replat One property owners repealed a blanket easement for vehicular ingress and egress along with a pedestrian easement over Lots 1 through 11 of the platting of Mayfair 2nd Addition Replat One. During the review of the initial replat application a great deal of effort was spent in discussing provisions for future access between this property and the property to the west, Lot 11A. The result of that effort was to include language in the subdivision agreement. Similar language has been included in the subdivision agreement.
2. The proposed use of the property is consistent with the existing zoning and commercial use of the property was considered when the infrastructure was installed and no traffic impact study is needed for this replatting. However, the applicant needs to be aware that a recent traffic study has indicated that a traffic signal at the intersection of 96th Street and Robin Plaza (private access road at the southeast corner of proposed Lot 1 leading to 96th Street) is likely to meet signal warrants in the next few years. Since this intersection with 96th Street involves private commercial roadway accesses on both the east

and west sides of 96th Street, this signal will be installed by the City, when warranted, and costs will be assessed to the benefitted commercial properties on each side of 96th Street. There is acknowledgement of this in the subdivision agreement.

D. UTILITIES:

1. Sanitary sewer exists along the east side of the property under the existing private roadway. The sanitary sewer was not stubbed out to this property due to the original development showing a larger lot to be served from the south. The preliminary plat drawings that have been submitted indicate that each lot is able to gain access to the existing sanitary sewer in the private roadway with an individual service to each lot and that a shared sanitary sewer (common area improvement) will not be required to provide this service. If Lot 2 is subdivided in the future this may not be the case and is one of the reasons that the City is requesting elsewhere in this review that the subdivision agreement contain provisions disallowing administrative subdivision of Lot 2 in the future.
2. The original subdivision agreement provided for SID 195 making the payment of a tract sewer connection fee in the amount of \$3,600 per acre to the City at the time of the original platting. The fee has since increased to \$5,973 per acre. 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 and a permit will be required through the Permix web site that is utilized by all Papillion Creek Watershed Partnership communities. A conceptual Post Construction Storm Water Management Plan was submitted as part of the replat submittal as Exhibit "D". Subsequent to the Planning Commission meeting, a subdivision agreement was finalized and Article 7 of the agreement addresses the issue of shared, private storm sewer installation. A detailed Post Construction Storm Water Management Plan and Maintenance Agreement will be required as each lot is built upon.
4. A storm water drainage study needs to be provided as part of the preliminary plat submittal. This will be a limited study to illustrate the drainage areas and assumptions made for the proposed 36-inch storm sewer noted on Exhibit "B".

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. This fee is applicable when set forth in a subdivision agreement for new development or significant redevelopment as stated in the Master Fee ordinance. In accordance with Article 3.03.15 of the Subdivision Regulations, a draft subdivision agreement is required when the proposed subdivision will include public and/or private, shared (common area) infrastructure improvements. At a minimum there will be shared common area storm sewer improvements in this subdivision.

IV. REVIEW COMMENTS:

1. A subdivision agreement has been prepared 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 Post Construction Storm Water Maintenance Agreement (PCSWMP) identifies how the maintenance of any shared water quality Best Management Practices (BMPs) will be performed and allocated between lot owners. A draft of this document is provided as "Exhibit E" to the subdivision agreement. A finalized version of the agreement will be required prior to building permit approval.
3. The applicant is strongly encouraged to use Portland cement concrete pavement for any shared ingress-egress pathways. 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 October 18, 2012 the Planning Commission moved to recommend approval, through an 7-0 vote, of Mayfair Second Addition Replat 5.

VI. STAFF RECOMMENDATION:

Approval of Mayfair 2nd 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.

VII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Initial review report from City Engineer
3. Subdivision Agreement
4. Final Plat Map
5. Subdivision Agreement Exhibit Maps
6. Draft PCSWMP Agreement
7. Pedestrian Easement Agreement

VIII. COPIES OF REPORT SENT TO:

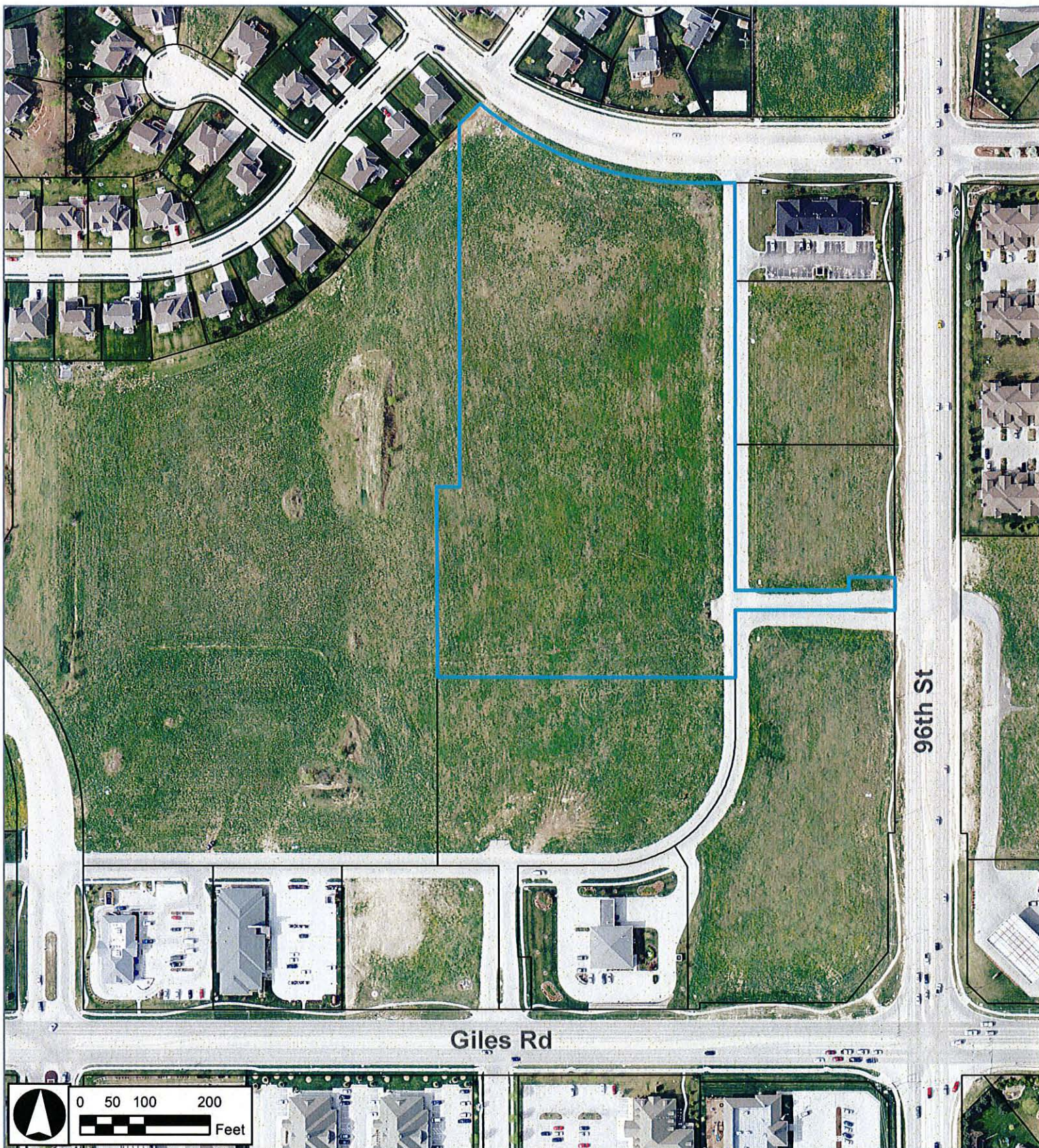
1. Larry Buland, Buland Group
2. Matt Sutton, The Schemmer Associates
3. Public Upon Request

Prepared by:



Community Development Director

71-15-12
Date



Mayfair 2nd Addition - Replat Five

Replat of Lot 1 Mayfair 2nd Addition Replat Three

April 11, 2012
CAS





September 18, 2012

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

RE: Revised Application for Replat-Initial Review
Mayfair 2nd Addition Replat Five

Chris:

I have reviewed the revised replat application and materials that you sent to me in your transmittal dated September 11, 2012. The proposed replat plat would replat Lot 1, Mayfair 2nd Addition Replat Three into two lots to be known as Lots 1 and 2, Mayfair 2nd Addition Replat Five. I offer the following comments:

TRAFFIC & 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 2nd Addition Replat One. It was learned during the review of the initial replat application that the Mayfair Replat One property owners repealed a blanket easement for vehicular ingress and egress along with a pedestrian easement over Lots 1 through 11 of the platting of Mayfair 2nd Addition Replat One. During the review of the initial replat application a great deal of effort was spent in discussing provisions for future access between this property and the property to the west, Lot 11A. The result of that effort was to include language in the subdivision agreement. I recommend that similar language be included in the subdivision agreement as follows:

"L&B agrees that the City retains the right to require an access easement to be located on Lot 2 of Mayfair 2nd Addition, Replat Five benefitting Lot 11, Mayfair 2nd Addition Replat One. The right to require such access easement will expire or be limited (as the case may be) upon approval by the City of the site for Lot 2. Such access easement, if needed, would be located so as to cause the least detriment to Lot 2. The centerline of the access easement will not be located closer than 150 feet to the centerline of Robin Plaza."

The proposed use of the property is consistent with the existing zoning and commercial use of the property was considered when the infrastructure was installed and no traffic impact study is needed for this replatting. However, the applicant needs to be aware that a recent traffic impact study has

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

indicated that a traffic signal at the intersection of 96th Street and Robin Plaza (private access road at the southeast corner of proposed Lot 1 leading to 96th Street) is likely to meet signal warrants in the next few years. Since this intersection with 96th Street involves private commercial roadway accesses on both the east and west sides of 96th Street, this signal will be installed by the City, when warranted, and costs will be assessed to the benefitted commercial properties on each side of 96th Street. There is acknowledgment of this in the draft subdivision agreement.

2. The development on these lots will need to include sidewalks along the existing private roadway. Such sidewalks should be 5 feet wide. Since the blanket easement for pedestrian access was eliminated there will need to be a grant of a pedestrian easement to the public along the private roadway to allow for usage of the sidewalk.

UTILITIES & DRAINAGE:

3. Sanitary sewer exists along the east side of the property under the existing private roadway. The sanitary sewer was not stubbed out to this property due to the original development showing a larger lot to be served from the south. The preliminary plat drawings that have been submitted indicate that each lot is able to gain access to the existing sanitary sewer in the private roadway with an individual service to each lot and that a shared sanitary sewer (common area improvement) will not be required to provide this service. If Lot 2 is subdivided in the future this may not be the case and is one of the reasons that I am requesting elsewhere in this review that the subdivision agreement contain provisions disallowing administrative subdivision of Lot 2 in the future.
4. The original subdivision agreement provided for SID 195 making payment of a tract sewer connection fee in the amount of \$3600 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 \$3600 per acre fee back to SID 195.
5. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan and a permit will be required through the Permix web site that is utilized by all Papillion Creek Watershed Partnership communities. A conceptual Post Construction Storm Water Management Plan was submitted as part of the replat submittal as Exhibit "D". Note No. 4 on Exhibit "D" appears to be in conflict with the notations on Exhibit "B" that the Developer will install the backbone 36-inch storm sewer up to the south line of Lot 2. The backbone storm sewer needs to be installed by the Developer as noted on Exhibit "B" and Note No. 4 on Exhibit "D" revised. This storm sewer needs to be installed or covered by an acceptable performance guarantee by the Developer prior to recording the plat. A detailed Post Construction Storm Water Management Plan and a Maintenance Agreement will be required as each lot is built upon.
6. A storm water drainage study needs to be provided as part of the preliminary plat submittal. This will be a limited study to illustrate the drainage areas and assumptions made for the proposed 36-inch storm sewer noted on Exhibit "B".
7. 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. This fee is applicable when set forth in a subdivision agreement for new development or

significant redevelopment as stated in the Master Fee ordinance. In accordance with Article 3.03.15 of the Subdivision Regulations, a draft subdivision agreement is required when the proposed subdivision will include public and/or private, shared (common area) infrastructure improvements. At a minimum there will be shared common area storm sewer improvements in this subdivision.

PRELIMINARY PLAT REVIEW:

9. There is a proposed 25 feet wide "permanent storm sewer, sanitary sewer, and utility easement for the benefit of Replat 5" shown on the easterly end of proposed Lot 1 on Exhibit "PP-1". Since Exhibit "B" notes each lot getting its own sanitary sewer service and a shared storm sewer will be built on the west end of Lot 1, an explanation as to the need for this easement should be provided.

FINAL PLAT REVIEW:

10. The final plat needs to address provision of easement rights for utility companies to serve the lots by notation or illustration or addition of language to the dedication.
11. The adjacent subdivision names to the west, north and east of the property need to be added.
12. Include an illustration and grant of a pedestrian easement for a sidewalk along the private roadway on the east end of Lots 1 and 2.
13. A common area maintenance agreement for the shared storm sewer, as well as any other shared infrastructure, needs to be provided. An acceptable draft maintenance agreement needs to be provided prior to City Council consideration and a signed copy must be provided prior to releasing the final plat mylars for recording.
14. A major storm, storm sewer and utility easement is indicated as existing along the west side of Lot 2, Mayfair 2nd Addition Replat Three (Lazlo property). A copy of the executed and recorded easement needs to be provided.

PLAT APPLICATION, ESTIMATE, SUBDIVISION AGREEMENT & MISC:

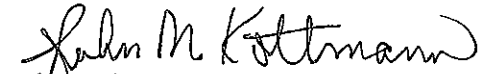
15. I did not receive a plat application for review, but assume that one was submitted. That document needs to indicate that any infrastructure improvements will be privately funded. This would apply to any shared drainage facilities, extension of sewer stubs, etc.
16. Provide a copy to the City of any existing or proposed private protective covenants affecting this property.
17. A revised draft Subdivision Agreement was submitted. In the first WHEREAS paragraph, change the reference from three lots to two lots. Revise the second paragraph of Section 2 to include a sentence as noted in Item 1 of this review. Add an article to the agreement noting that Lot 2 will

not be considered for an administrative subdivision in the future. This is due to the potential for creation of a lot that will not have direct access to sanitary sewer service and the need to provide for an extension of the shared storm sewer.

18. Revise the layout of the final plat drawing to provide a 5 inch by 2 ½ inch blank space in the upper right corner to allow the Sarpy Register of Deeds a space in which to affix their recording stamp.

I recommend that the applicant revise and resubmit documents to address the items listed above.

Please feel free to contact me if you have questions about my recommendations.

A handwritten signature in black ink, reading "John M. Kottmann". The signature is written in a cursive style with a large, stylized "J" and "K".

John M. Kottmann
City Engineer

[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, L.L.C, 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 2nd Addition, Replat 3, which is to be replatted into two 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 2nd Addition, Replat 3 into two lots, being Lots 1 and 2, Mayfair 2nd 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 and 2, with Lot 1 to be sold to Primrose School Franchising Company, a Georgia Corporation, for operation of a Primrose School, and Lot 2 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 2nd Addition, Replat Three shall be replatted as Lots 1 and 2, Mayfair 2nd 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" ("Site 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 agrees that City retains the right to require an access easement to be located on Lot 2 of Mayfair 2nd Addition, Replat 5, benefiting Lot 11A, Mayfair 2nd 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 2. Such access easement, if needed, would be located so as to cause the least detriment to Lot 2. The centerline of the access easement will not be located closer than 150 feet to the centerline of Robin Plaza.

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, Owners 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, Owners 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, in accordance with Exhibit "C".

5. Right to Connect to City Sewer System: 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	1.88± AC @ \$5,973/AC	\$11,229.24
Lot 2, Commercial	6.29± AC @ \$5,973/AC	<u>\$37,570.17</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 97th 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 and 2, Owners will submit appropriate amendments to Exhibit "D" for approval by the Public Works Department of City. Developer agrees to disclose to any prospective Owner the Storm Water Management requirements of this paragraph 7 and Exhibit “D” to this Agreement prior to transfer of title to Property that is subject to the provisions of this Amendment.

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	1.88 ± AC @ \$4,000/AC	\$ 7,520.00
Lot 2, Commercial	6.29 ± AC @ \$4,000/AC	<u>\$25,160.00</u>

Total \$32,680.00

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

10. Private Improvement Compliance. All Private Improvements shall be designed, constructed, maintained, repaired and replaced at the 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 96th Street and the private roadway just east of the southeasterly corner of Lot 1. 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 Lots 1 or 2 shall be subject to all applicable laws, rules, regulations, approvals and other requirements of the City in effect at the time of said development, 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. Due to the potential for creation of a lot without direct access to sanitary sewer service and the need to provide for an extension of the shared storm sewer, Lot 2 will not be considered for an administrative subdivision in the future.

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 Improvement 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: _____

Sanitary and Improvement District No. 195 of
Sarpy County, Nebraska

By: _____
Chairman of the Board of Trustees

Date: _____

ATTEST:

Clerk of Said District

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Larry G. Buland, Manager of L & B Properties, LLC, who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the company.

NOTARY PUBLIC
My Commission expires _____

(ADD: City and SID acknowledgements)

hereby certify that I am a professional land surveyor, registered in compliance with the laws of the State of Nebraska, that this plot 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 geodetic data is correct.

DATE _____

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 817 acres, more or less.

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 the be numbered and named as shown, said subdivision to be hereafter know 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, Qwest, 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; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha and Black Hills Energy, their successors and assigns, to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five foot (5') wide strip of land abutting all 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.

L & B PROPERTIES, LLC

DATE _____

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.

DATE _____

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

DATE _____

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

DATE _____

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

DATE _____

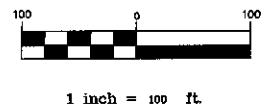
This Plat of Mayfair 2nd Addition Replat Five was approved by the City Council of the City of La Vista, Nebraska on this _____ Day of _____, 20____, in accordance with the State Statutes of Nebraska.

ATTEST: CITY CLERK

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 Register 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.

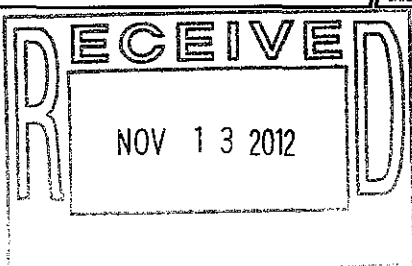
By:

PRINT THE NAME OF THE INDIVIDUAL



SCHÈMMER
ARCHITECTS | ENGINEERS | PLANNERS

THESE DRAWINGS ARE BEING FORWARDED TO THE ASSOCIATES INC. CITY OF LOS ANGELES ON ACCORDANCE WITH TIA'S AGREEMENT FOR SERVICES. RESPONSIBILITY OR LIABILITY FOR ANY USE OF THIS INFORMATION IS EXCEPT IN ACCORDANCE WITH THE TERMS OF AGREEMENT.	DESIGNED						
	DRAWN	CJS					
	CHECKED	MWF					
BK.	2011-1						
DATE:	09/24/12	EY	DATE	BY	APP	REVISIONS	



MAYFAIR 2ND ADDITION REPLAT FIVE PRELIMINARY PLAT



RECEIVED
NOV -13 2012

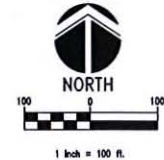
DRAWING INDEX

- | | |
|-----------------|------------------------------------|
| 0 | COVER SHEET |
| EXHIBIT "EP-1" | EXISTING SITE PLAN |
| EXHIBIT "PP-1" | PRELIMINARY PLAT |
| EXHIBIT "B" | IMPROVEMENT PLAN |
| EXHIBIT "D" | CONCEPTUAL POST CONSTRUCTION STORM |
| | WATER MANAGEMENT PLAN |
| EXHIBIT "D-MAP" | PRELIMINARY DRAINAGE MAP |

OWNER/SUBOWNER: L & B PROPERTIES, LLC
6173 CENTER STREET
OMAHA, NE 68106
ENGINEER/SURVEYOR: THE SCHEMMER ASSOCIATES
1044 NORTH 115TH STREET, SUITE 300
OMAHA, NE 68154

LOCATION MAP

SCALE: 1"=100'



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°45'17" East for 175.00 feet; thence North 00°13'43" East for 20.00 feet; thence South 89°45'17" 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°45'17" West for 245.00 feet; thence South 00°13'43" West for 104.00 feet; thence North 89°45'17" West for 450.00 feet; thence North 00°09'00" East for 291.27 feet; thence South 89°56'11" East for 35.18 feet; thence North 00°09'00" 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) Southeast 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°45'17" East for 63.04 feet to the Point of Beginning. Above described tract contains 6.17 acres, more or less.

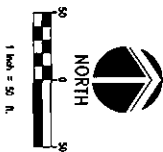
MAYFAIR 2ND ADDITION REPLAT FIVE
SARPY COUNTY, NEBRASKA

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

COVER SHEET

PROJECT NO.: 06165.004

DESIGNED:	DATE:	BY:	DESCRIPTION:
DAK	09/25/2012		
DRAWN:			
CHECKED:			
MS			

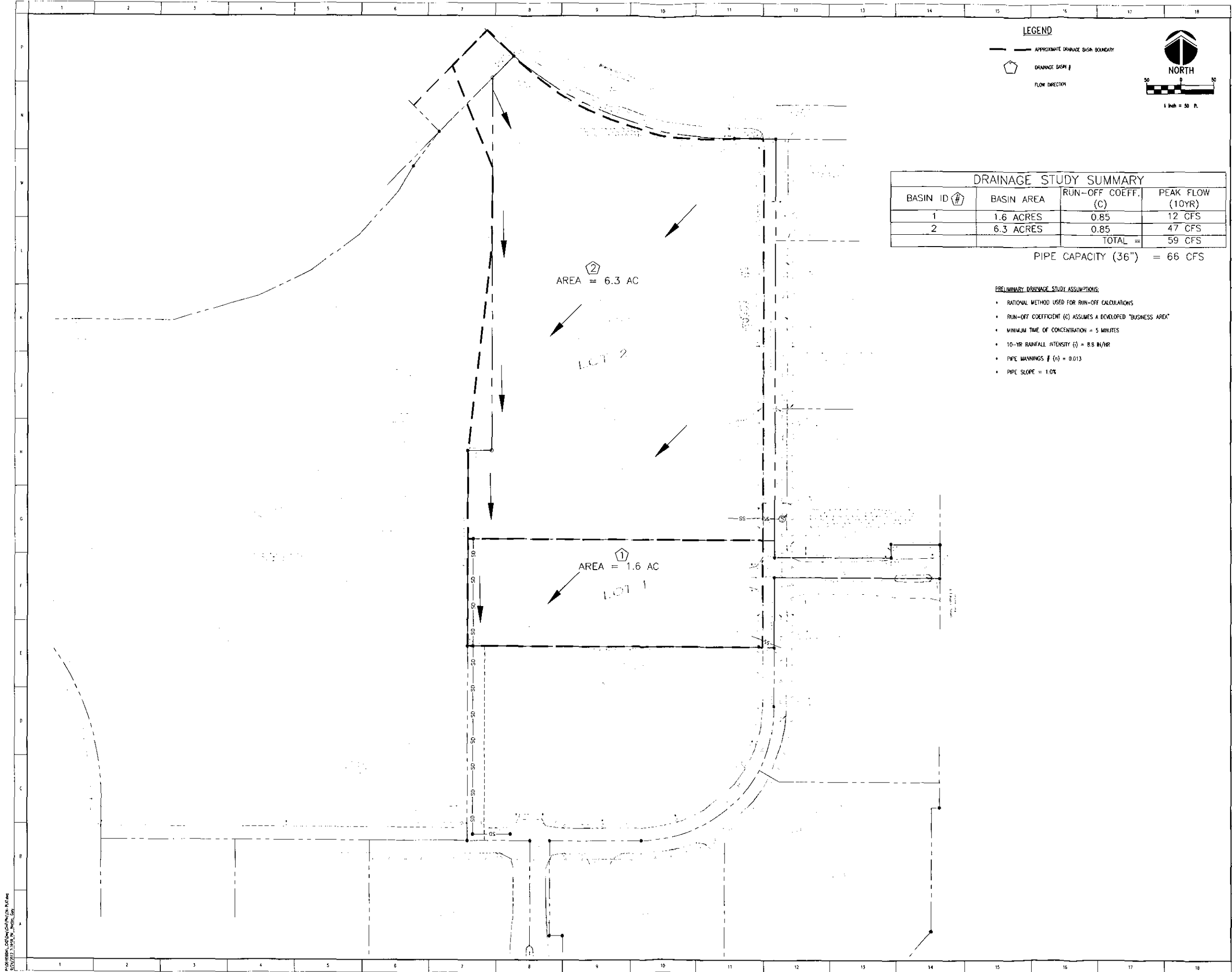


PRELIMINARY PLAT

EXHIBIT "PP-1"

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

DESIGNED:	GAN	ISSUE DATE:	06/25/2012		
REVISONS:		No.	DATE:	BY:	DESCRIPTION:
DRAWN:	DJK				
CHECKED:	MJS				
<p>THIS DRAWING IS RETURNED AND REMAINS IN STOCKPILE FOR USE ON THIS PROJECT. IT IS ASSIGNED AN INVENTORY NUMBER AND IS NOT TO BE REUSED WITHOUT YOUR APPROVAL. DO NOT REUSE OR REUSE FOR ANY USE OF THIS DRAWING OR ANY PART THEREOF IN ACCORDANCE WITH THE TERMS OF THE AIA/CES AGREEMENT.</p>					



DESIGNED: **DM** DATE: 09/20/2012
DRAWN: **DM** CHECKED: **MS**

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

MAYFAIR 2ND ADDITION REPLAT FIVE
SARPY COUNTY, NEBRASKA

PRELIMINARY DRAINAGE MAP

PROJECT NO.: 06165.004

D-MAP

PEDESTRIAN EASEMENT DECLARATION

This EASEMENT DECLARATION made this ____ day of October, 2012, by L & B PROPERTIES, L.L.C., a Nebraska Limited Liability Company ("Grantor")

RECITALS

A. Grantor is the owner of certain real estate described as Lots 1 and 2, Mayfair 2nd Addition, Replat Five, located in the Southeast Quarter of Section 16, Township 14 North, Range 12 east of the 6th P.M., Sarpy County, Nebraska.

B. Grantor has agreed to provide for a public easement for pedestrian traffic as depicted on Exhibit "A" attached hereto.

NOW, THEREFORE, Grantor hereby declares the following:

1. Grant of Easement. Grantor hereby grants and establishes, as described on said Exhibit "A," a 10 foot wide permanent pedestrian easement located in Lots 1 and 2, Mayfair 2nd Addition Replat Five 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:

Commencing at the northeast corner of said lot 2, thence north 89°46'17" west (assumed bearing) for 19.00 feet along the north line of said lot 2 to the point of beginning; thence south 00°13'43" west for 756.37 feet along a line 19.00 feet west of and parallel with the east line of said lots 1 and 2; thence north 89°46'17" west for 10.00 feet along the south line of said lot 1; thence north 00°13'43" east for 756.37 feet along a line 29.00 feet west of and parallel with the east line of said lots 1 and 2; thence south 89°46'17" east for 10.00 feet along the north line of said lot 2 to the point of beginning. (Above described easement contains 7,564 square feet, more or less.)

PROVIDED, HOWEVER, that such easements shall be limited to improved platted portions of Exhibit "A" as a condition of development by the owner thereof from time to time.

2. Easements are Perpetual. 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., Grantor

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 _____, 2012.

Notary Public

**EXHIBIT D
MAINTENANCE AGREEMENT**

[Space above the line for recording data]

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

This Post Construction Storm Water Management Plan Maintenance Agreement (hereinafter referred to as the "Agreement") is entered in to as of the date set forth below by and between _____, a _____ corporation (hereinafter referred to as the "Property Owner") and the City of La Vista, Nebraska (hereinafter referred to as the "City"). The Property Owner and the City are sometimes referred to herein as the "Parties".

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

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

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

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

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the foregoing premises and the terms and provisions contained herein, the Property Owner agrees as follows:

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

3. The Property Owner shall, at its sole expense, construct and perpetually operate and maintain the Facilities in strict accordance with the BMP Maintenance Requirements.
4. The Property Owner hereby grants permission to the City, its authorized agents and employees, upon reasonable notice and at reasonable times, to enter upon the Property, for inspections to ensure that the Facilities are maintained in accordance with this Agreement; provided, however, any such access by the City onto the Property shall be limited to paved areas and any pervious areas around the Facilities to the extent reasonably necessary to inspect the Facilities.
5. In the event an inspection reveals that the Facilities have not been maintained in accordance with this Agreement and corrective action is needed, the City shall provide the Property Owner with written notice specifying what corrective action is reasonably required. If the Property owner has not completed the corrective actions within thirty (30) days of receipt of such notice, the City may perform the necessary corrective work. 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 reasonably deems necessary. The City shall be entitled to recover from the Property Owner the reasonable costs the City reasonably expends to maintain or repair the Facilities or to correct operational deficiencies in accordance with this Agreement or applicable law. Failure to pay the City all of its reasonably expended costs, after forty-five days written notice, shall constitute a breach of this Agreement. The City shall thereafter be entitled to bring an action against the Property Owner to recover such costs.
6. The Property Owner shall not obligate the City to maintain or repair the Facilities, and the City shall not be liable to any person for the condition or operation of the Facilities.
7. The Property Owner 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 Facilities by the Property Owner, unless such damages, accidents, casualties, occurrences or claims are caused by the negligence, gross negligence or willful misconduct of the City or its authorized agents or employees. In the event such 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 have the right to defend and settle, at its own expense, any suit based on such claim. If a final judgment is entered against the City for such a claim, the Property Owner shall pay such judgment unless such judgment is based on the negligence, gross negligence or willful misconduct of the City or its agents or employees.
8. 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.
9. The Property Owner shall comply with the time periods set forth in this Agreement; provided, however, that said periods shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the Facilities contemplated hereunder (the Parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

- IN WITNESS WHEREOF, the Property Owner has executed this agreement this _____ day of _____, 2009.

By: _____

Before me, the undersigned Notary Public in and for said county and state appeared _____, _____ of _____, a _____ corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said _____.

Notary Public



In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, _____, as Beneficiary and Trustee, under that certain _____ Deed of Trust recorded _____, as Instrument No. _____ ("Deed of Trust"), respectively, in the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing Agreement such that the Deed of Trust shall be subject to said Agreement, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Agreement.

BENEFICIARY AND TRUSTEE:

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public qualified for said County and State, personally came _____, _____ of _____, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said _____.

WITNESS my hand and Notary Seal on this _____ day of _____, 2009.

Notary Public

Exhibit "A"
Legal Description of the Property

PART OF LOT 1282, LAVISTA, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST, THENCE N87°13'10"E FOR 173.05 FEET ALONG THE NORTH LINE OF SAID SECTION 14; THENCE S02°46'50"E FOR 50.07 FEET TO THE POINT OF BEGINNING. THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET FOR THE FOLLOWING FOUR (4) COURSES; (1) N87°12'10"E FOR 232.03 FEET; (2) S02°48'31"E FOR 32.13 FEET; (3) N87°05'20"E FOR 35.02 FEET; (4) N83°57'54"E FOR 14.72 FEET; THENCE S02°47'31"E FOR 359.74 FEET ALONG THE EAST LINE OF LOT 1282-B1, LOT 1282-I1A AND LOT 1282-I1B; THENCE S87°12'49"W FOR 388.17 FEET ALONG THE SOUTH LINE OF LOT 1282-I1B AND 1282-J1B; THENCE N01°54'43"W FOR 291.86 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE N43°01'32"E FOR 142.15 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET TO THE POINT OF BEGINNING.

- CONTAINS AN AREA OF 144,010.2 SQ. FT. OR 3.306 ACRES MORE OR LESS.

Exhibit "B"
Post Construction Stormwater Management Plan

Exhibit "C"
BMP Maintenance Requirements

BMP Maintenance Requirements

Name & Location

Project Name: CVS #2471
Address: SEC 84th St. and Harrison St., La Vista, NE 68128

Site Data

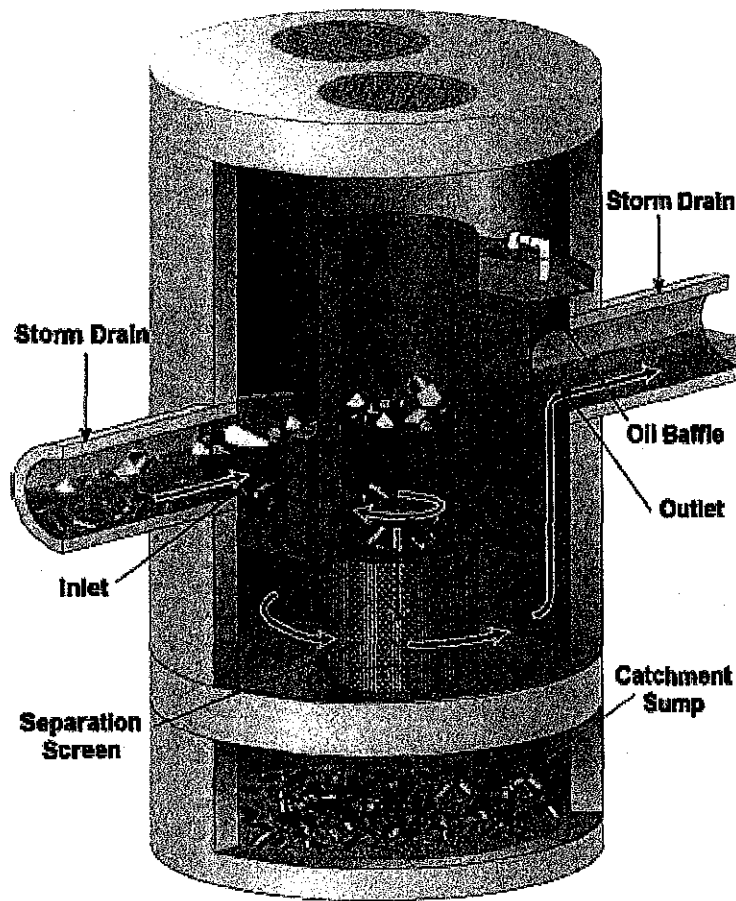
Total Site Area: 3.306 AC
Total Disturbed Area: 3.70 AC
Total Undisturbed Area: 0 AC
Impervious Area Before Construction: 92%
Impervious Area After Construction: 77%

BMP Information

BMP ID	TYPE OF BMP	Longitude/Latitude
CDS #1	Hydrodynamic Separator	96°02'33.5"W/41°11'22.6"N

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

Operations and Maintenance Guidelines for CDS Units:



INSPECTION AND CLEANOUT OVERVIEW

Once pollutants are captured in CDS units, they will be retained until clean out. Floatable and neutrally buoyant contaminants are held within the separation chamber while negatively buoyant debris is stored in the sump.

The visual inspection should ascertain that the unit is functioning properly and that there are no blockages or damage to the inlet, separation chamber or separation screen. The quantities of captured pollutants within the separation chamber and solids storage sump should be assessed. The amount of solids in the sump may be estimated using a calibrated measuring rod or tape. If floatables accumulate more rapidly than the settleable solids, the floatables should be removed with a vacuum or skimming net. CDS cleanout procedures entail opening the access to the screening chamber / sump and removing the trapped pollutants. Visual verification that the cleanout is complete by the equipment operator is easily done due to the open nature of the CDS unit.

OPERATIONS

The CDS unit is a non-mechanical self-operating system and will function any time there is flow in the storm drainage system. The unit will continue to effectively capture pollutants in flows up to the design capacity even during extreme rainfall events when the design capacity may be exceeded. Pollutants captured in the CDS unit's separation chamber and sump will be retained even when the units design capacity is exceeded.

CDS UNIT INSPECTIONS/CLEANOUT

The CDS unit shall be inspected by the maintenance personnel two times (six to eight months apart) during an annual period. During the inspection, the unit's internal components should not show any signs of damage or any loosening of the bolts used to fasten the various components to the manhole structure and to each other. If any of the internal components are damaged or if any fasteners appear to be damaged or missing, please contact CONTECH Stormwater Solutions, Inc. to make arrangements to have the damaged items repaired or replaced:

CONTECH Stormwater Solutions, Inc.
Phone, Toll Free: (800) 548-4667 ex 157
Direct (707) 987-8500
Fax: (800) 561-1271

The screen assembly is fabricated from Type 316 stainless steel and fastened with Type 316 stainless steel fasteners that are easily removed and/or replaced with conventional hand tools. The damaged screen assembly should be replaced with the new screen assembly placed in the same orientation as the one that was removed.

The floatable materials shall be removed and the separation screen shall be power washed by the maintenance personnel during the inspections (twice a year). The settled solids shall be removed by the maintenance personnel once a year during one of the inspections. The CDS Unit Record of Operations and Maintenance sheet shall be filled out after each inspection and shall be kept on file with the inspector and at the store location.

CONFINED SPACE

The CDS unit is a confined space environment and only properly trained personnel possessing the necessary safety equipment should enter the unit to perform particular maintenance and/or inspection activities beyond normal procedure. Inspections of the internal components can, in most cases, be accomplished by observations from the ground surface.

CDS Unit Record of Operations & Maintenance

Owner: _____

Address: _____

Owner Representative: _____ Phone: _____

Model Designation:

- CDS3025-6-C

Site Location:

- SEC 84th St. and Harrison St., Omaha, NE 68128

Depth from Cover to Bottom Sump (Sump Invert):

- 146 inches

Volume of Sump:

- 163 cubic feet

Volume/Inch of Depth:

- 2.36 cubic feet

Inspections:

Date	Inspector	Screen/Inlet Integrity	Floatables Depth	Depth to Sediment (inches)	Sediment Volume * (cubic feet)

*Calculate Sediment Volume = (Depth to Sump Invert – Depth Sediment)x(Volume/inch of Depth)

Inspection Observations:

Cleanout:

Date	Depth of Floatables (inches)	Volume of Sediment (cubic feet)	Method of disposal of floatables and sediment	Screen Power Washed (Y or N)

ITEM C

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2012 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF DIGITAL RADIOS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to accept the proposal submitted by D & D Communications to purchase seven (7) Motorola 800 MHz P25 digital radios in an amount not to exceed \$28,259.00.

FISCAL IMPACT

The FY 12/13 Lottery Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The current 800 MHz Sarpy County Communications system is over 15 years old and will no longer be supported by Motorola within the next four years. Consequently, any La Vista portable and mobile radios that do not conform to a P25 digital system will no longer be operational on a new digital system yet to be purchased by Sarpy County within the next four years. An assessment of all city-owned radios was conducted last year and a four-year replacement plan was developed. This plan is part of the annual Capital Improvement Program (CIP) and we are in the second year of implementation.

Similar to last year, radio purchases have been scheduled throughout the fiscal year. This is the first purchase, a second purchase would be made in April and the final purchase for this fiscal year would be made in August.

The radios are being purchased off of a Nebraska State contract and D & D Communications is a vendor for the Motorola radios.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPOSAL SUBMITTED BY D & D COMMUNICATIONS, OMAHA, NE FOR PURCHASE OF SEVEN (7) MOTOROLA 800 MHZ P25 DIGITAL RADIOS IN AN AMOUNT NOT TO EXCEED \$28,259.00.

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

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

WHEREAS, the FY13 budget contains funding for this project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, accept the proposal submitted by D & D Communications Omaha, NE for the purchase of Seven (7) Motorola 800 MHz P25 digital radios in an amount not to exceed \$28,259.00.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**MOTOROLA SOLUTIONS****Quote Number:** QU0000209358**Effective:** 05 NOV 2012**Effective To:** 31 JAN 2013**Bill-To:**

LA VISTA POLICE DEPT
7701 S 96TH ST
LA VISTA, NE 68128
United States

Ultimate Destination:

LA VISTA POLICE DEPT
7701 S 96TH ST
LA VISTA, NE 68128
United States

Attention:

Name: Kevin Pokorny
Email: kpokorny@cityoflavists.org
Phone: 402-331-1582

Sales Contact:

Name: Bob Stephany
Email: bobs@firstwirelessinc.com
Phone: 4028956100

Contract Number: NEBRASKA STATE PATROL
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	7	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$4,037.00	\$28,259.00
1a	7	G67BC	ADD: REMOTE MOUNT MID POWER		
1b	7	W22BA	ADD: PALM MICROPHONE		
1c	7	G806BE	ENH: ASTRO DIGITAL CAI OP APX		
1d	7	G625AP	ADD: DES/DES-XL/DES-OFB ENCRYPTION		
1e	7	G24AX	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE		
1f	7	G51AU	ENH: SMARTZONE OPERATION APX6500		
1g	7	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1h	7	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870		
1i	7	B18CR	ADD: AUXILARY SPKR 7.5 WATT		
1j	7	G361AH	ADD: P25 TRUNKING SOFTWARE		
1k	7	G444AF	ADD: CONTROL HEAD SOFTWARE	-	-
1l	7	G442AJ	ADD: APX O5 CONTROL HEAD		

Total Quote in USD**\$28,259.00**

- * This quote contains items with approved price exceptions applied against it
- * This quote contains items that reflect discounts from approved total Price Exception of (\$10542)

Replacement radios for Police.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name

- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2012 AGENDA**

Subject:	Type:	Submitted By:
FIELD USAGE FEES	◆ DISCUSSION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

During 2012 representatives from the La Vista Panthers baseball program attended two City Council meetings with various requests relative to the reduction of field usage fees. In response, the Council asked for some information, which is included below. Also included is an update regarding ongoing efforts to bring the Panther program under the City's jurisdiction.

FISCAL IMPACT

A reduction in the amount of the field usage fees for some teams would result in a loss of revenue to the City. The charts attached indicate the potential loss of revenue for field usage as well as lost revenue in other areas if residents in the City's ETJ are not required to pay non-resident fees based on the same criteria proposed in the field use policy supported by the Panthers. *(Two Council Members asked for that information.)*

RECOMMENDATION

It continues to be the recommendation that one field usage fee be maintained for all non-City sponsored teams regardless of residency. That fee is currently \$40 for two hours of usage.

BACKGROUND

The Panthers Baseball Club is a private baseball program that has existed for several years. This organization has routinely used La Vista's fields for practices and games, paying the rate established by the City Council for field usage. Originally, field availability was not an issue but as both the City sponsored programs and other outside private programs grew, requests for field usage increased and scheduling became more challenging.

As far back as 2008, talks were being held with the Panther organization regarding the possibility of their program coming under the umbrella of the City Recreation Department. Being under the City's jurisdiction would give them priority scheduling for field usage (*City sponsored teams are given preference*) and they would not have to pay for fields. This would be included in the program registration fee as it is with all other City-sponsored programs.

The Panthers determined they did not want to come under the City's jurisdiction and would continue to remain a private club and pay for the use of La Vista's fields, competing with other private organizations for field time. *(Note: The Recreation Department has always worked very closely with the Panther organization on field usage and scheduling even though they are a private club.)*

On October 8, 2008 the Panthers asked the Park and Recreation Advisory Board to designate their organization as the primary private club for baseball in La Vista in order to give them preference for field usage over other private clubs. Their request was based on the fact that demand for fields had increased, the organization served primarily La Vista area youth and the group had a long-term relationship with the City. The Park and Recreation Advisory Board agreed and made that recommendation to the City Council. During this same time the Recreation Department continued to work with the Panthers in an effort to bring them under the City's jurisdiction. In November 2008, the Panthers communicated to the Recreation Department that they were not interested in merging with the City, at least for the 2009 season.

On January 20, 2009, the City Council considered the recommendation from the Park and Recreation Advisory Board and ultimately tabled the item, stating the issue should be returned to the Advisory Board to determine recommended criteria for a "Primary Private Club" designation. Council also suggested that the club continue to work with the Recreation Department on a merger. They asked that a timeline be developed indicating the steps that would be necessary to achieve such a merger. Randy Cahill from the Panther organization was in attendance and agreed to additional discussion with the Recreation Department.

Discussion continued with the Panther representatives over the next several months in an attempt to reach a compromise and bring them under the City's jurisdiction. These discussions ultimately resulted in the Panthers again declining to agree to a merger.

Since that time the Panthers have continued to operate as a private club and pay field usage fees to the City. In October of 2011 field usage fees were increased from \$30/\$40 for resident/non-resident teams to \$40 for all non-City sponsored teams for two hours of time. This increase was proposed due to the difficulty in determining what constituted a resident team versus a non-resident team and an increase in the number of teams with only one or two players from La Vista claiming the resident team status.

In February of 2012 representatives from the Panthers organization again approached the City Council asking for a reduction in the fees. They presented information compiled from surrounding communities to indicate that field usage fees were lower in some other cities. They specifically referenced Papillion where the City "recognizes" certain teams and gives them reduced fees.

Council directed that staff review the report and provide any additional information or necessary clarifications. Recreation Department staff researched all of the information presented and concluded that Papillion's Recreation Department does not offer the same programs as the City of La Vista and as a result compensates for that by "recognizing" certain organizations as being associated with the City. In most other cases the fees are comparable to La Vista's. Some cities charge additional fees for lights and La Vista provides a much higher level of field maintenance services than virtually all of the other cities in the comparison.

This information was given to Council at the May 1, 2012 meeting with a recommendation to establish a single field usage fee for all non-City sponsored use regardless of residency (*copy of the May 1, 2012 staff report attached*). No determination was made at that meeting as staff was directed to look at a proposal that would show the fiscal impact of reducing the current field usage fee for teams that met specific criteria to \$20 for two hours and changing the current field usage policy to mirror the City of Papillion's policy. (*Papillion's policy offers reduced field usage rates to teams with 80% of their members being either residents of the City or attending school in the Papillion-La Vista School District.*)

In addition, the Mayor had been approached to meet with Panther representatives again to determine whether a compromise could be reached that would bring them under the City's jurisdiction. On August 15, 2012 a merger proposal was submitted to the Panthers (copy attached). Subsequently, the Mayor and staff have had

several discussions with representatives of the Panther organization. Every issue they have identified as a reason for not wanting to merge with the City has been addressed. On October 10, 2012 staff received a notice of refusal regarding a merger.

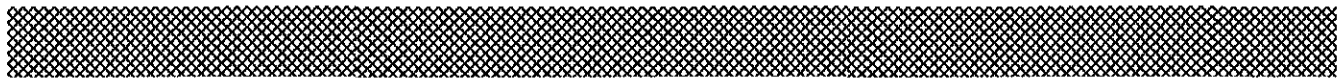
At this time staff is recommending that field usage fees for all non-City sponsored teams, including the Panther organization, remain consistent with the Master Fee Ordinance, which is \$40 for two hours. Every effort has been made to work with this group; however they obviously want to remain a private club and should be treated as such.

Attachments: Field Usage Revenue Comparisons (2)
Proposal for Panther Merger with City of La Vista (Yellow Sheet)
May 1, 2012 Agenda Item on Field Usage Fees

K:\Apps\City Hall\Cnclrpt\12 file\12 Rec Field Usage Fees Panther Baseball.doc

The chart below indicates the revenue that would have been lost if field usage fees were reduced to \$20 for two hours and residency was established using criteria similar to Papillion (anyone who lives in the city or attends the Papillion-La Vista School District is considered a resident).

Field Usage Fees									
						FY 2012			
						(\$20)			
Total Revenue Lost from Panthers						\$3,700			
Total Potential Revenue Lost from Other Sports Teams						\$10,000	* Estimate		



The chart below indicates the revenue that would be lost on other programs if the same residency criteria were to be applied.

Other Programs									
Library Memberships				\$ 7,700.00					
Pool Memberships				\$ 900.00					
Recreation Programs				\$ 2,715.00					
				\$ 11,315.00					

Total Potential Loss of Revenue - \$25,015

Field Usage Fees - Actuals									
						FY 2011		FY 2012	
						(\$30/\$40)		(\$40)	
Total Revenue Collected						\$ 32,677.00		\$ 33,655.00	*
* Panthers still owe \$1,890.00 for 2012 based on the \$40 fee which would make total								\$ 35,545.00	

Conclusions: Increasing the field usage fee to \$40 resulted in an increase of only \$2,867 in revenue.
This would indicate that the majority of the fees collected in FY 2011 were already at the higher rate of \$40.

City of La Vista Proposal for Panthers Select Baseball Program Merger

As a youth sports provider, the La Vista Recreation Department offers many benefits to youths and families in La Vista. By merging with the City, the La Vista Panthers would become the City's exclusive select baseball program and enjoy the associated benefits. The following outlines the City's merger proposal:

City's Role & Responsibilities

1. The La Vista Panthers will be recognized as the City's Select Baseball program. As such, the City will advertise and market the Panthers in all City marketing materials including direct mailings, newsletters, website and social media¹.
2. Field usage will be provided at no cost to the Panthers.
3. Registration and fee collection would be administered by Recreation Department staff, the same as all other City sponsored programs.
4. Registration fees will be used to purchase equipment and uniforms as well as pay for umpires, tournament, and league fees.
5. The Panthers will have field priority status alongside other La Vista Recreation teams. (*Panthers will continue to book games and practices prior to the season as they have the past*). The Recreation Department will determine how much field time can be provided to accommodate the La Vista Panthers Select teams and the City's other recreation teams. Staff will work directly with Panther representatives on this and notify them well in advance of the season regarding the fields and times available to them.
6. The Panthers will have access to the Community Center free of charge to hold team meetings. All meetings must be scheduled in advance.
7. Free use of the swimming pool for an end of season team swim party.

Panther Organization Role & Responsibilities

1. The Panthers will be responsible for choosing all of their own coaches as long as the coaches pass a City issued background check and the City has had no prior issues with that individual.
2. The Panthers will continue to schedule games and tournaments as they have done in the past. The number of games and tournaments played each season will be determined by the funding collected in registrations and any additional funding provided from outside sources. (City staff and Panther representatives will consult in June of each year to determine an appropriate fee recommendation for the City Council).
3. If the Panthers choose, they may form a Booster Club in order to raise funds to offset or defray the cost of registration.
4. The Panthers will not be required to maintain a certain percentage of players from La Vista. Any player who attends tryouts and makes a team will be eligible to play. Players, who do not make a team, will be offered a spot on one of the City's other youth recreation baseball teams.
5. The Panthers will work directly with designated Recreation Department staff to provide immediate and ongoing feedback and assistance to ensure that the select baseball programs run as smoothly as possible and issues are addressed in a timely manner.

¹ Anticipate adoption of social media policy in Fall 2012

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 1, 2012 AGENDA**

Subject:	Type:	Submitted By:
FIELD USAGE FEES	◆ DISCUSSION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

Representatives from the La Vista Youth Baseball Association (La Vista Panthers) attended the February 21, 2012 City Council meeting to request that Council consider reducing the City's field use fees. Council directed staff to prepare a response to their presentation which is attached and being presented for discussion.

FISCAL IMPACT

Field usage fees are \$40.00 for two hours of use by any non-City of La Vista sponsored team.

RECOMMENDATION

Review level of service provided and usage fees to determine appropriate levels of both. It is further recommended that a single fee be established for all non-City sponsored use regardless of residency. Field use fees for baseball, softball, soccer and flag football generated \$32,677.00 in FY11.

BACKGROUND

As noted in the synopsis, the La Vista Panthers, a private youth baseball program not affiliated with the La Vista Recreation Department, has requested a reduction in their field usage fees. At the February 21, 2012 City Council meeting representatives of the program presented Council with information obtained through their research of neighboring communities.

Council directed staff to review the documentation in order to ensure like comparisons and provide additional information if necessary. The results are identified in the following documents:

- 2012 Preparation Information & Summary of Neighboring Jurisdictions (Narrative)
- 2012 Baseball/Softball Field Fee Comparison
- 2012 Field Preparation Costs

City of La Vista
Field Preparation Information &
Summary of Neighboring Jurisdictions
2012

At the February 21, 2012 City Council meeting the La Vista Panthers, a private youth baseball program addressed the Mayor and Council about the City's field usage fees. Specifically, they have requested a reduction in their field usage fees.

The City has always strived to provide its citizens with quality opportunities for recreation and as a result, the Recreation Department offers a variety of youth and adult sports. Upon registering for a City sponsored sport team, the registrants receive a variety of services including equipment, uniforms, game scheduling, paid officials and practice/game field usage. Both the practice fields and the game fields are maintained on a daily basis.

Non-City sponsored private programs requesting to utilize City fields are charged a usage fee of \$40.00 for two hours for games or practices. This covers only a portion of field up-keep costs, which includes bases, pitching rubber, home plate, dragging, chalking and mowing, as well as restroom facilities, lights, fertilizing, pest control, employee salaries and benefits. The City's costs are estimated at approximately \$80.17 per field per day.

It is difficult to compare La Vista's field usage fees with fees charged by other cities and private clubs, because of the significant differences in services. While the usage fees identified in the La Vista Panthers 2012 report for surrounding area fields appear to be accurate when looking at the various websites, after conducting further research and personally contacting directors of these different organizations, it has been determined that the fees stated on-line do not represent the actual fees charged. The actual fees charged are much closer in alignment with the City of La Vista fees. Following is an explanation of the differences in fees and services. Also included is a Baseball/Softball Field Fee Comparison chart.

City of La Vista

- Provides fields for non-City sponsored (private) teams at a fee of \$40/2 hours for practices and games.
- Fields are maintained on a daily basis by our Public Works Department.
- Maintenance includes regular mowing, fertilization, pest control, dragging and chalking.
- Lighting, bases, pitching rubbers and home plates are provided by the City.
- Restroom facilities are provided and maintained by the City.

City of Omaha

- Provides fields at a fee of \$60/2 hours for games, and \$7.50/hour extra for usage of field lights.
- Provides fields at a fee of \$5.00 per practice.
- Practice fields are dragged a maximum of once per week.
- Grass is mowed on an as-needed basis.
- Bases, pitching rubber and home plates must be provided by the individual teams who use the field for practices.
- Restroom facilities are not available at all fields.

- Fields are maintained by the City.

Millard Athletic Association (MAA)

- MAA is a private youth sports league.
- MAA sublets fields from the City of Omaha at a rate of \$2.50/hour.
- MAA sponsored teams have unlimited usage of fields for games and practices at no charge.
- Non-MAA sponsored teams pay MAA a usage fee of \$55 per game.
- MAA is responsible for the maintenance and upkeep of the fields.

City of Council Bluffs

- Council Bluffs Recreation Department teams are charged \$4/hour for practices which is in addition to the registration fees. (Games are included in registration).
- Non-recreation department teams are charged \$14/hour for practices; \$50/day for games, and an extra \$30 for lights.
- Fields are maintained by the City.

City of Bellevue

- City of Bellevue does not charge for practices or games for Bellevue Recreation Department teams.
- For private teams, the City of Bellevue charges \$25 for practice or games, plus \$25/hour for lights.
- Fields are maintained by the City.

City of Papillion

- Offers limited recreation youth sports as soccer, baseball, and softball are provided by PRO (Papillion Recreation Organization).
- Follows an "80/20" rule. If your team is 80% Papillion residents and/or Papillion-La Vista school district students, the team will be a "recognized" team.
- Recognized teams pay a fee of \$2 per child per year for Papillion residents/students.
- Recognized teams pay a fee of \$10 per child per year for non-residents/students.
- Non-recognized teams pay a fee of \$40/2 hours for field usage.
- Fields are maintained by the City.

City of Gretna

- Does not provide any recreation department sports.
- City owned fields available for use by private youth sport clubs.
- City does not maintain any of the fields.
- Maintenance is entirely the responsibility of the private clubs.

CITY OF LA VISTA
Recreation Department
Baseball/Softball Field Fee Comparison
2012

	City of La Vista	City of Omaha	Millard Athletic Assoc.	City of Council Bluffs	City of Bellevue	City of Papillion *	City of Gretna
** Recreation Dept. Sponsored Teams - Practices	\$0.00	n/a	n/a	\$4.00	\$0.00	n/a	n/a
** Recreation Dept. Sponsored Teams - Games	\$0.00	n/a	n/a	\$0.00	\$0.00	n/a	n/a
** Non-Recreation Dept. and/or Private Teams - Practices	\$40.00	\$5.00	\$55.00	\$14.00	\$25.00	\$40.00	n/a
** Non-Recreation Dept. and/or Private Teams - Games	\$40.00	\$60.00	\$55.00	\$50/Day	\$25.00	\$40.00	n/a
Recognized Teams - 80/20 Rule	n/a	n/a	n/a	n/a	n/a	\$2.00/\$10.00	n/a
Non-Recognized Teams	n/a	n/a	n/a	n/a	n/a	\$40.00	n/a
***Lighting (per hour)	\$0.00	\$7.50/hr	\$0.00	\$30.00	\$25.00/hr	\$0.00	n/a
Maintenance/Field Prep Responsibility	City	City	M.A.A.	City	City	City	Private Clubs

Field Usage (per 2 hours unless otherwise stated)

* City of Papillion bases their fees on resident/non-resident and school district affiliation for "recognized teams" and "non-recognized teams"

** Some cities are without recreation dept. youth sports, and allow private club teams to utilize and manage fields.

*** City of La Vista lighting is built into the registration and/or fee.

**CITY OF LA VISTA
Recreation Department
Baseball/Softball Field Preparation Costs
2012**

	<u>Per Field</u>	<u>Totals</u>
Parks Salary/Benefits	\$40.27	\$40.27
PT Labor	\$21.50	\$21.50
Rec Salary/Benefits	\$6.24	\$6.24
Material (fertilizer/insect control)	\$0.08	\$0.08
Utilities	\$0.30	\$0.30
Aggregate/Chips/Paint	\$0.94	\$0.94
General Maintenance-Labor	\$6.76	\$6.76
GM-Materials	\$0.15	\$0.15
Equipment	\$3.91	\$3.91
Total	\$80.17	\$80.17