



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **GREGORY CARRICO** FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Greg Carrico** has served the City of La Vista since December 7, 1998, and

WHEREAS, **Greg Carrico's** input and contributions to the City of La Vista have contributed to the success of the City.

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

DATED THIS SIXTEENTH DAY OF DECEMBER 2008.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **RAYMOND LUEBBERT** FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Ray Luebbert** has served the City of La Vista since December 12, 1988, and

WHEREAS, **Ray Luebbert's** input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Ray Luebbert** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS SIXTEENTH DAY OF DECEMBER 2008.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **RON SHEEHAN** FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Ron Sheehan** has served the City of La Vista since December 3, 1988, and

WHEREAS, **Ron Sheehan's** input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Ron Sheehan** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS SIXTEENTH OF DECEMBER 2008.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV

ATTEST:



Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING December 2, 2008

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 2, 2008. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Community Development Director Birch, Recreation Director Stopak, Finance Director Lindberg, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on November 20, 2008. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

### **SERVICE AWARDS – KAREN FAGIN AND JEFF SIEBELS - 5 YEARS; SHARON DENNIS – 10 YEARS; KEN MYNSTER – 15 YEARS**

Mayor Kindig presented a certificate and pin to Karen Fagin and Jeff Siebels for 5 years of service to the City and to Sharon Dennis for 10 years of service to the City. Ken Mynster was unable to attend.

### **APPOINTMENTS - FIRE DEPARTMENT OFFICERS**

Mayor Kindig stated, with the approval of Council, he would like to make the following appointments as Fire Department Officers: District 1: District Chief – Pat Eccles; Fire Captains – Ty Ebel, Adam Vail, and Dave (Bo) Wilson; Rescue Lieutenant – Kirsten Bradley; Fire Training Officer – Mike Doyle; Medical Training Officer – Melanie Smith; and Public Information Officer – Ann Boley. District 2: Assistant Chief – Fire/Medical – Mike Farquhar; District Chief – Rory Froehlich; Fire Captains – Mark Archibald, Mike Boley, and Neil Archibald; Rescue Captain – Rob Witt, Rescue Lieutenant – Vicki Whittaker. Fire Chief Uhl introduced the new Fire Department Officers.

Councilmember McLaughlin motioned to approve the appointment of the new Fire Department Officers. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### **APPOINTMENT OF FIRE DEPARTMENT RECRUITS – KANDI MCCOOL, JAY SAGHERIAN, PATRICK ROBERTS (CADET), KYLE WILLIAMS, JOANNA NGUYEN, BRENDAN MCGURK, ARNOLD BARRERA, JACOB HIKE, BRIAN DIXON, MARK STRONG, ALEX DUARTE, NICOLE CHAMBERS**

Mayor Kindig stated, with the approval of the City Council, he would like to appoint the following Fire Department recruits: Kandi McCool, Jay Sagherian, Patrick Roberts (Cadet), Kyle Williams, Joanna Nguyen, Brendan McGurk, Arnold Barrera, Jacob Hike, Brian Dixon, Mark Strong, Alex Duarte, Nicole Chambers. Councilmember Sell motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Fire Chief Uhl introduced the new Fire Department recruits.

### **LA VISTA CHAMBER OF COMMERCE – KIM MADRIGAL – DIRECTOR**

Mayor Kindig introduced Kim Madrigal, the new President of the La Vista Chamber of Commerce. Kim stated that she is looking forward to a strong partnership between the Chamber and the City and is excited to be a part of it.

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

## A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE NOVEMBER 18, 2008 CITY COUNCIL MEETING
3. PAY REQUEST FROM CITY OF OMAHA – PUBLIC WORKS DEPARTMENT – HARRISON STREET IMPROVEMENTS 48<sup>TH</sup> TO 71<sup>ST</sup> STREET - \$73,953.29
4. APPROVAL OF CLAIMS

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

|   |          |
|---|----------|
| ACCESSIBILITY DOT NET, Software                         | 507.00   |
| ACTION BATTERIES, Supplies                              | 159.90   |
| ALKAR BILLIARDS, Equipment                              | 29.66    |
| APPLIED INFORMATION MGMT, Contract Services             | 3,585.00 |
| ARAMARK UNIFORM SERVICES, Contract Services             | 102.85   |
| AUDIO EDITIONS, Media                                   | 178.41   |
| BAINBRIDGE LEADERSHIP CENTER, Training                  | 5,000.00 |
| BAKER & TAYLOR BOOKS, Books                             | 1,566.80 |
| BAKER, MARCUS, Auto Allowance                           | 50.00    |
| BEACON BUILDING SERVICES, Contract Services             | 6,437.00 |
| BENNINGTON IMPLEMENT, Vehicle Maint.                    | 305.75   |
| BERNAN, Books   | 35.00    |
| BIRCH, ANN, Auto Allowance                              | 50.00    |
| BLACK HILLS ENERGY, Utilities                           | 18.17    |
| BUETHE, PAM, Phone/Auto Allowance/Travel/Vehicle Maint. | 356.05   |
| BUILDERS SUPPLY, Vehicle Maint.                         | 141.00   |
| CALENTINE, JEFFREY, Phone                               | 30.00    |
| CENTER POINT PUBLISHING, Books                          | 77.88    |
| CERTIFIED POWER, Vehicle Maint.                         | 1,039.48 |
| CLEMENGER, PAUL, Contract Services                      | 36.00    |
| COMP CHOICE, Professional Services                      | 15.00    |
| CORNHUSKER INTL TRUCKS, Vehicle Maint.                  | 113.25   |
| CUMMINS CENTRAL POWER, Contract Services                | 795.54   |
| DANIELSON/TECH SUPPLY, Bldg & Grnds/Equip.              | 225.65   |
| DATA TECHNOLOGIES, Contract Services                    | 8,930.10 |
| DEMCO, Supplies   | 664.12   |
| DULTMEIER SALES & SERVICE, Vehicle Maint.               | 14.83    |
| EARL RISER CONCRETE, Sidewalk Maint.                    | 3,975.00 |
| EDGEWEAR SCREEN PRINTING, Equip.                        | 70.30    |
| FEDEX KINKO'S, Printing                                 | 202.00   |
| FILTER CARE, Vehicle Maint.                             | 14.95    |
| FLOROTINE, Supplies                                     | 200.00   |
| FORT DEARBORN LIFE INSURANCE, Employee Benefits         | 1,226.50 |
| GALL'S, Wearing Apparel                                 | 18.72    |
| GOLDMAN, JOHN, Phone                                    | 85.00    |
| GRAINGER, Bldg & Grnds/Supplies                         | 186.49   |
| GUNN, BRENDA, Auto Allowance                            | 300.00   |
| HY-VEE, Supplies  | 66.73    |
| ICMA UNIVERSITY, Training                               | 3,950.00 |
| IWAN, ROSE, Auto Allowance                              | 45.00    |
| J Q OFFICE EQUIPMENT, Contract Services                 | 101.08   |
| KINDIG, DOUGLAS, Phone/Auto Allowance                   | 190.00   |
| KLINKER, MARK, Professional Services                    | 200.00   |
| LEO A DALY, Facilities Study                            | 6,000.00 |
| LOGAN CONTRACTORS SUPPLY, Vehicle Maint.                | 134.20   |
| LUKASIEWICZ, BRIAN, Phone                               | 50.00    |
| MEADOWBROOK, Insurance                                  | 840.48   |
| METRO COUNT (USA), Traffic Signs                        | 556.52   |
| MID AMERICA PAY PHONES, Phone                           | 100.00   |
| MID CON SYSTEMS, Bldg & Grnds                           | 103.46   |
| MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds              | 336.69   |
| MOBILE COMMUNICATIONS, Equip. Repair                    | 112.50   |
| MUD, Utilities  | 1,299.31 |
| NEBRASKA LIONS FOUNDATION, Health Fair                  | 417.18   |
| OFFICE DEPOT, Supplies                                  | 40.37    |

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|---|-----------|
| OMAHA DOOR & WINDOW, Bldg & Grnds           | 625.00    |
| PAPILLION SANITATION, Contract Services     | 200.09    |
| PAPILLION TIRE, Vehicle Maint.              | 638.30    |
| PARAMOUNT LINEN & UNIFORM, Uniform Cleaning | 186.47    |
| PAYLESS, Supplies                           | 186.22    |
| PRECISION INDUSTRIES, Vehicle Maint.        | 24.55     |
| PROSSER, TRAVIS, Contract Services          | 31.00     |
| QWEST, Phone                                | 1,028.83  |
| RAMIREZ, JOHN, Contract Services            | 36.00     |
| RAMIREZ, RITA, Auto Allowance/Phone         | 118.00    |
| REPCO MARKETING, Supplies                   | 20.92     |
| SARPY COUNTY COURTHOUSE, Contract Services  | 3,487.34  |
| SCHIPPER, MARCIA, Supplies                  | 142.73    |
| SMITH, GREGORY, Contract Services           | 90.00     |
| SMOOTHER CUT ENTERPRISES, Contract Services | 990.00    |
| SOUCIE, JOSEPH, Phone                       | 60.00     |
| SPRINT, Phone                               | 88.88     |
| STATE STEEL, Vehicle Maint.                 | 292.56    |
| TANGEMAN, JODI, Auto Allowance              | 33.00     |
| TY'S OUTDOOR POWER & SVC, Equip. Maint.     | 350.00    |
| U S ASPHALT, Pavement Rehabilitation        | 36,152.77 |
| VRANA CONSTRUCTION, Supplies                | 174.50    |

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn stated to the Council that it is time to begin thinking of a date for their strategic planning workshop in February 2009. The dates available are the 14<sup>th</sup>, 21<sup>st</sup>, and 28<sup>th</sup>. Some Councilmembers stated they would not be available on the 14<sup>th</sup> therefore Administrator Gunn asked that everyone check their calendars for the 21<sup>st</sup> or 28<sup>th</sup> and let her know.

Police Chief Lausten informed Council of nighttime prowlers or burglars in the City. A purse was stolen from a vehicle, which was parked in a garage. He encouraged everyone to be sure to keep their garage doors shut.

Public Works Director Soucie gave an update on the Harrison Street project. He also asked the Mayor and Council for any comments they may have or have heard regarding Santa's ride or the tree lighting. Mayor Kindig stated that Santa commented on how comfortable the new seat in the sleigh was this year.

## B. CONDITIONAL USE PERMIT – TAVERN (HOUSTON'S LOUNGE) – LOTS 4-5, SOUTHPORT EAST REPLAT 6 1. PUBLIC HEARING

At 7:26 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Conditional Use Permit – Tavern (Houston's Lounge) Lots 4-5, Southport East Replat 6. Larry Emanuel of Coldwell Banker was in attendance to answer any questions. Councilmember Sheehan asked if there was any relationship between this and the following agenda item C. Mr. Emanuel explained that they are separate operations having different owners. Houston's Lounge will be a higher end lounge and Josh Galvin will operate a simulated golf facility next door (the subject of the following agenda item). He confirmed that there will not be interior access between the two establishments.

At 7:26 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## 2. RESOLUTION – APPROVE CONDITIONAL USE PERMIT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 08-107: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR THE RENDEZVOUS COMPANY TO OPERATE A TAVERN ON LOTS 4 AND 5, SOUTHPORT EAST REPLAT 6.

WHEREAS, The Rendezvous Company, represented by John Houston, on behalf of the property owner, John Hoich, has applied for a conditional use permit for the purpose of operating a tavern to be known as Houston's Lounge on Lots 4 and 5, Southport East Replat 6, located at 12040 McDermott Plaza; and

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

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

1. The applicant shall provide the necessary number of parking spaces for the use without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if warranted by the parking demand, in which case the property owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not impede pedestrian traffic.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for The Rendezvous Company, represented by John Houston, to operate a tavern to be known as Houston's Lounge on Lots 4 and 5, Southport East Replat 6, subject to the condition listed in the last recital above.

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

## **C. CONDITIONAL USE PERMIT – TAVERN (BEYOND GOLF) – LOTS 4-5, SOUTHPORT EAST REPLAT 6**

### **1. PUBLIC HEARING**

At 7:29 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Conditional Use Permit – Tavern (Beyond Golf) Lots 4-5, Southport East Replat 6. Larry Emanuel of Coldwell Banker and Josh Galvin of Beyond Golf, LLC were in attendance to answer any questions.

At 7:31 p.m. Councilmember Gowan made a motion to close the public hearing. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### **2. RESOLUTION – APPROVE CONDITIONAL USE PERMIT**

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-108: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR BEYOND GOLF, LLC, TO OPERATE A TAVERN ON LOTS 4 AND 5, SOUTHPORT EAST REPLAT 6.

WHEREAS, Beyond Golf, LLC, and Josh Galvin, on behalf of the property owner John Hoich, has applied for a conditional use permit for the purpose of operating a tavern to be known as Beyond Golf on Lots 4 and 5, Southport East Replat 6, located at 12040 McDermott Plaza; and

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

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

1. The applicant shall provide the necessary number of parking spaces for the use without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if warranted by the parking demand, in which case the property owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not impede pedestrian traffic.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Beyond Golf, LLC, and Josh Galvin to operate a tavern

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to be known as Beyond Golf on Lots 4 and 5, Southport East Replat 6, subject to the condition listed in the last recital above.

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

## **D. CONDITIONAL USE PERMIT – HEALTH CLUB – LOT 1, SOUTHPORT EAST REPLAT 10**

### **1. PUBLIC HEARING**

At 7:32 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Conditional Use Permit – Health Club – Lot 1, Southport East Replat 10. Brad Underwood and Brent Nickel were in attendance to answer any questions. Councilmember Sheehan asked if the Club would be open 24 hours. Brent Nickel stated the facility will not be open 24 hours. It is different from other health clubs, focusing on cardio, strength, and nutrition.

At 7:33 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### **2. RESOLUTION – APPROVE CONDITIONAL USE PERMIT**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 08-109: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR FARRELL'S EXTREME BODYSHAPING, TO OPERATE A HEALTH CLUB ON LOT 1, SOUTHPORT EAST REPLAT 10.

WHEREAS, Farrell's Extreme Bodyshaping and Brent Nickel, on behalf of the property owner Southport Plaza, LLC, and Brad Underwood, has applied for a conditional use permit for the purpose of operating a health club to be known as Farrell's Extreme Bodyshaping on Lot 1, Southport East Replat 10, located at 7428 Eastport Parkway; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Farrell's Extreme Bodyshaping and Brent Nickel to operate a health club to be known as Farrell's Extreme Bodyshaping on Lot 1, Southport East Replat 10.

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

## **E. APPLICATION FOR CDBG FUNDING – 84<sup>TH</sup> STREET REDEVELOPMENT VISION PLAN**

### **1. PUBLIC HEARING**

At 7:34 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on an application for CDBG Funding – 84th Street Redevelopment Vision Plan.

At 7:35 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### **2. RESOLUTION – APPROVE APPLICATION FOR CDBG FUNDING**

Councilmember Quick introduced and moved for the adoption of Resolution No. 08-110: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF AN EXPENDITURE OF UP TO \$200,000 IN CDBG RECOVERED PROGRAM INCOME REUSE FUNDS FROM THE CITY OF LA VISTA, NEBRASKA, FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT VISION PLAN.

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WHEREAS, The City of La Vista has submitted an application to the Sarpy County Economic Development Corporation for up to \$200,000 in CDBG Recovered Program Income funds; and

WHEREAS, the City of La Vista adopted a CDBG Recovered Program Income – Reuse Plan for Economic Development on May 18, 2004, for such purpose; and

WHEREAS, on May 6, 2008, the City Council approved an amendment to the Reuse Plan to allow for projects involving infrastructure for economic development activities or the removal of blighted conditions, including planning and engineering studies necessary to design a project; and

WHEREAS, on July 15, 2008, the City Council authorized the obligation of approximately \$200,000 in CDBG Recovered Program Income Reuse Funds to the City of La Vista for a planning/engineering study related to the 84<sup>th</sup> Street corridor; and

WHEREAS, according to the Reuse Plan an application for the 84<sup>th</sup> Street Redevelopment Vision Plan was submitted to the review committee which consists of the Executive Board of the Sarpy County Economic Development Corporation (SCEDC); and

WHEREAS, the SCEDC Executive Board and the Board of Directors reviewed the application and program requirements and has unanimously voted to recommend approval of the request; and

WHEREAS, the City of La Vista has approximately \$230,000 in CDBG Reuse Funds.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the expenditure of up to \$200,000 in CDBG Recovered Program Income Reuse funds from the City of La Vista, Nebraska, for the 84<sup>th</sup> Street Redevelopment Vision Plan, and authorize the Mayor to sign the necessary documents.

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

## **F. CLASS C LIQUOR LICENSE APPLICATION – BILLY FROGGS SOUTH, INC. DBA BILLY FROGGS LA VISTA**

### **1. PUBLIC HEARING**

At 7:35 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Class C Liquor License Application for Billy Froggs South, Inc. dba Billy Froggs La Vista. April O'Loughlin representing Billy Froggs South, Inc. was in attendance to answer any questions. In response to a question from Councilmember Gowan, City Clerk Buethe confirmed that Billy Froggs South, Inc. currently is operating at the location under a temporary agency arrangement.

At 7:36 p.m. Councilmember Gowan made a motion to close the public hearing. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-111: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION BILLY FROGGS SOUTH, INC DBA BILLY FROGGS LA VISTA, LA VISTA, NEBRASKA.

WHEREAS, Billy Froggs South, Inc dba Billy Froggs La Vista, 8045 South 83<sup>rd</sup> Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Billy Froggs South, Inc dba Billy Froggs La Vista, 8045 South 83<sup>rd</sup> Avenue, La Vista, Sarpy County, Nebraska.

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

## **G. RESOLUTION – APPROVAL OF APPLICATION FOR ADDITION TO LIQUOR LICENSE PREMISE/RECONSTRUCTION - BEYOND GOLF LLC DBA BEYOND GOLF**

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 08-112: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE APPLICATION FOR ADDITION TO PENDING CLASS C LIQUOR LICENSE 82199 FOR PREMISE-RECONSTRUCTION FOR BEYOND GOLF LLC DBA BEYOND GOLF, LA VISTA, NEBRASKA.

WHEREAS, Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, Suite 330, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their liquor license, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application to change the description of the new license to read "One story building approx 50 x 75 including sidewalk café approx 17 x 25, which is the addition of an outdoor area, and

WHEREAS, the City, at their meeting of August 19, 2008 recommended to the Nebraska Liquor Control Commission approval of a Class C Liquor License, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the application for addition to premise-reconstruction submitted by Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, Suite 330, La Vista, Sarpy County, Nebraska.

Seconded by Councilmember Carlisle. Councilmember Sheehan asked if there would be any access to the sidewalk café' from outside or if access would only be from the building. Community Development Director Birch stated there will not be any access from outside. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **H. RESOLUTION – APPROVAL OF BLANKET BOND - MAYOR**

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-113: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL BOND OF MAYOR, RE-ELECTED AT THE GENERAL ELECTION HELD NOVEMBER 4, 2008.

BE IT RESOLVED, that the penalty amount of the official bond of the Mayor is hereby set at \$5,000.

BE IT FURTHER RESOLVED, that the City Council makes and approves the following findings: The City Clerk has presented at this meeting a blanket bond, number 69372735, issued by Western Surety Company, as surety, in place of an individual bond, pursuant to Neb. Rev. Stat. Section 11-104(2), as enacted by LB 347 (2007), for the upcoming term of the Mayor of the City of La Vista ("Bond"); by additional indemnity rider, the Bond provides coverage in the amount of \$5,000, conditioned for the faithful discharge of duties of the office of Mayor; the Mayor has executed an undertaking of the Bond in joint and several form; the Bond is payable to the City of La Vista in the penalty amount of \$5,000, conditioned for the faithful discharge of the duties of office; the corporate surety of said Bond is legally authorized to transact business in the State of Nebraska; the Bond has been

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executed by the principal and surety thereof and the required oath has been endorsed by the principal by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement upon said Bond; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

BE IT FURTHER RESOLVED, that the Bond, including, but not limited to the penalty amount and all other terms and conditions thereof, is hereby approved, and the Mayor is hereby authorized to endorse approval of the Council and surety in writing on the Bond or by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premium for the Bond.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to take any other action as is necessary or appropriate to carry out the actions approved herein.

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

## **H. JOB DESCRIPTION – RECEPTIONIST/SECRETARY – PART TIME**

Councilmember Sell made a motion to approve the job description for the part time receptionist/secretary for the public works department. Seconded by Councilmember Gowan. Councilmember Sheehan stated he would like to have all job descriptions in the City updated and old job descriptions and pay grades no longer in use be deleted. Mayor Kindig stated the updates could have an affect on the compensation study. City Administrator Gunn stated the descriptions would be updated and old job descriptions will be eliminated and this would not affect the compensation study. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **COMMENTS FROM THE FLOOR**

Mayor Kindig asked if there were any comments from the floor; and if so, for each person to limit his or her comments to 3 minutes. There were no comments from the floor.

## **COMMENTS FROM MAYOR AND COUNCIL**

Councilmember McLaughlin thanked the constituents and the present and past Mayor and Councilmembers for their support and ease to work with. He stated that Councilmember Sell was his mentor.

Councilmember Quick presented a card and a gift to Councilmember McLaughlin on behalf of the Mayor and Council. Councilmember Sell stated he enjoyed working with Councilmember McLaughlin during his term; and the Mayor and Councilmembers wished Councilmember McLaughlin well.

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

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2008.

CITY OF LA VISTA

ATTEST:

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

Pamela A. Buethe, CMC  
City Clerk

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

## LA VISTA CITY COUNCIL ORGANIZATIONAL MEETING December 2, 2008

An organizational meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:53 p.m. on December 2, 2008. Present were Mayor Kindig and Councilmembers: Sell, Rohan, 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 Iwan, Police Chief Lausten, Fire Chief Uhl, Community Development Director Birch, Recreation Director Stopak, Finance Director Lindberg, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on November 20, 2008. 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 there was a presentation of flags by the Color Guard.

### II. CITY CLERK'S REPORT OF ELECTION RESULTS

City Clerk Buethe read the results of the General Election held on Tuesday, November 4, 2008 as certified by the Sarpy County Election Commissioner for the City of La Vista are as follows:

For the office of Mayor Douglas Kindig received 4,053 votes and Brenda L. Carlisle received 1,779 votes. For the office of City Council Ward I Ronald Sheehan received 723 votes. For the office of City Council Ward II Mike Crawford received 573 votes and Ian M. Hartfield received 454 votes. For the office of City Council Ward III Mark D. Ellerbeck received 718 votes. For the office of City Council Ward IV Anthony J. Gowan received 1,688 votes and Ralph G. Healey Jr. received 772 votes. For the City of La Vista Nebraska Bond Election For received 2,896 votes and Against received 3,201 votes.

### III. ADMINISTRATION OF OATH OF OFFICE TO DOUGLAS KINDIG – MAYOR

City Attorney McKeon administered the oath of office to Mayor Kindig.

### IV. ADMINISTRATION OF OATH OF OFFICE TO: RON SHEEHAN, WARD I MIKE CRAWFORD, WARD II MARK ELLERBECK, WARD III TONY GOWAN, WARD IV

Mayor Kindig administered the oath of office to Councilmembers Sheehan, Crawford, Ellerbeck, and Gowan.

### V. ELECTION OF COUNCIL PRESIDENT

Mayor Kindig stated the nominations will now be taken for Council President. Councilmember Quick nominated Councilmember Carlisle and Councilmember Ellerbeck nominated Councilmember Gowan. Mayor Kindig asked if there were any further nominations.

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

A ballot vote was taken, and the ballots were collected by City Attorney McKeon. City Clerk Buethe read the ballots. Councilmember Gowan received 6 votes and councilmember Carlisle received 2 votes. Councilmember Gowan is the new City Council President.

### VI. APPOINTMENTS BY MAYOR KINDIG CITY ADMINISTRATOR – BRENDA GUNN CITY CLERK – PAM BUETHE FINANCE DIRECTOR – SHEILA LINDBERG PUBLIC WORKS DIRECTOR – JOE SOUCIE

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CHIEF OF POLICE – BOB LAUSTEN  
FIRE CHIEF – RICH UHL  
CITY ATTORNEY – TOM MCKEON  
CITY ENGINEER – JOHN KOTTMANN (THOMPSON, DREESSEN, DORNER)

Councilmember Carlisle made a motion to approve the appointments by Mayor Kindig. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **VII. RESOLUTION – APPROVAL OF BLANKET BOND – APPOINTED OFFICIALS**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 08-114: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL OFFICIAL BONDS.

WHEREAS, Nebraska Statutes (“Statutes”) and the City of La Vista Municipal Code (“Code”) require that certain City officials give bonds in favor of the City for certain amounts and subject to certain conditions, including the faithful performance of official duties; the premiums of which shall be paid by the City and have been included in the budget of the City adopted for fiscal year 2008-2009; and

WHEREAS, the Statutes and Code specify requirements of bonds when bonds are required; and

WHEREAS, Section 11-104(2) of the Statutes, as enacted by LB 347 (2007) permits a blanket bond in place of individual bonds; and

WHEREAS, a blanket bond, number 69372735, issued by Western Surety Company as surety, (“Bond”) is on file and has been presented by the City Clerk at this meeting for approval by the Mayor and City Council in place of individual bonds pursuant to Section 11-104(2) of the Statutes for such City officials other than the City Treasurer; and

WHEREAS, by undertakings and additional indemnity rider, the Bond is in joint and several form, payable to the City of La Vista, and in such amount(s) as have been fixed by Statutes or the City Council; and

WHEREAS, the Bond has been executed by the principals and the surety and the required oaths have been endorsed thereon; and

WHEREAS, the corporate surety of the Bond is legally authorized to transact business in the State of Nebraska; and

WHEREAS, the Bond obligates the principals and surety named therein for the faithful performance of the duties of the offices and positions held by such principals; and

WHEREAS, all applicable legal requirements with respect to said Bond have been satisfied.

NOW, THEREFORE, BE IT RESOLVED, that, the Mayor and City Council have reviewed the penalty amounts set forth in the Bond and hereby set, fix and approve said amounts as the required penalties pursuant to Neb. Rev. Stat. Section 11-104(1) and any other applicable law.

BE IT FURTHER RESOLVED, that, the recitals above are hereby adopted and approved and shall be and constitute findings and determinations of the Mayor and City Council for purposes of this Resolution; the penalty amounts set forth in the Bond are hereby adopted and approved; and the Mayor and City Council find and determine that the Bond submitted at this meeting satisfies all requirements of applicable law.

BE IT FURTHER RESOLVED, that said Bond, and the surety named therein, are hereby approved, and the Mayor is hereby authorized to endorse approval of the City Council and surety in writing on the Bond or by attachment incorporating or incorporated into said Bond by reference, which shall be and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premiums for said Bond, except for any premium that is voluntarily paid by any other person.

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BE IT FURTHER RESOLVED, that the Mayor and/or City Clerk are authorized to take any other action that is necessary or appropriate to carry out the actions approved herein.

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

## **VIII. RESOLUTION – APPROVAL OF INDIVIDUAL BOND – TREASURER**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 08-115: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING OFFICIAL BOND OF CITY TREASURER.

WHEREAS, Section 16-318 of the Nebraska Revised Statutes, as amended, and Section 31.21 of the City of La Vista Municipal Code (“Code”) require that the City Treasurer give a bond in favor of the City in the amount of not less than \$25,000.00 and subject to certain conditions, including the faithful performance of official duties; the premiums of which shall be paid by the City and have been included in the budget of the City adopted for fiscal year 2008-2009; and

WHEREAS, the Statutes and Code specify requirements of bonds when bonds are required; and

WHEREAS, a bond, number 69791069, issued by Western Surety Company as surety (“Bond”) has been issued and has been executed by the City Treasurer as principal and by said surety and has been submitted to the City Clerk; and

WHEREAS, the Bond has been presented by the City Clerk at this meeting for approval by the Mayor and City Council; and

WHEREAS, the submitted Bond is in joint and several form, payable to the City of La Vista, and in such amount(s) as have been fixed by Statutes or the City Council; and

WHEREAS, the Bond has been executed by the principal and the surety and the required oaths have been endorsed thereon; and

WHEREAS, the corporate surety of the Bond is legally authorized to transact business in the State of Nebraska; and

WHEREAS, the Bond obligates the principal and surety named therein for the faithful performance of the duties of the office and position held by the City Treasurer; and

WHEREAS, all applicable legal requirements with respect to said Bond have been satisfied.

NOW, THEREFORE, BE IT RESOLVED, that, the Mayor and City Council have reviewed the penalty amounts set forth in the Bond and hereby set, fix and approve said amount as the required penalty pursuant to Neb. Rev. Stat. Section 16-318 and any other applicable law.

BE IT FURTHER RESOLVED, that, the recitals above are hereby adopted and approved and shall be and constitute findings and determinations of the Mayor and City Council for purposes of this Resolution; the penalty amounts set forth in the Bond are hereby adopted and approved; and the Mayor and City Council find and determine that the Bond for the City Treasurer submitted at this meeting satisfies all requirements of applicable law.

BE IT FURTHER RESOLVED, that said Bond, and the surety named therein, are hereby approved, and the Mayor is hereby authorized to endorse approval of the City Council and surety in writing on the Bond or by attachment incorporating or incorporated into said Bond by reference, which shall be and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premiums for said Bond (except for any premium that is voluntarily paid by any other person), including all renewal premiums necessary, if any, to continue said bond in effect during the term of office of the Treasurer.

BE IT FURTHER RESOLVED, that the Mayor and/or City Clerk are authorized to take any other action that is necessary or appropriate to carry out the actions approved herein.

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

## COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor; and if so, for each person to limit his or her comments to 3 minutes. There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan asked staff to keep track of revenues on a monthly basis to see if the downward trend continues, and so any potential issue can be addressed in a timely manner. City Administrator Gunn assured the Mayor and Council that staff is closely tracking revenues.

Councilmember Gowan welcomed Councilmember Crawford. Councilmember Crawford stated he is looking forward to working with the City Council.

Mayor Kindig stated the tree lighting event was a success, and Santa talked to a number of children.

At 8:12 p.m. Councilmember Crawford 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. Absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC  
City Clerk

K:\APPS\CITYHALL\08 COUNCIL MINUTES\December 2, 2008 Org Meeting

**CITY OF LA VISTA**  
**PLANNING COMMISSION MINUTES**  
**OCTOBER 16, 2008**

*DRAFT*

The Planning Commission meeting of the City of La Vista was convened at 7:00 p.m. on Thursday, October 16, 2008, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Krzywicki, Alexander, Circo, Horihan, Nielsen, Hewitt, Malmquist, and Gahan. Carcich and Andsager were absent. Also in attendance was John Kottman, City Engineer; Marcus Baker, City Planner; and Ann Birch, Community Development Director. Malmquist arrived at 7:10 p.m.

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

**1. Call to Order**

The meeting was called to order by Chairman Krzywicki at 7:00 p.m. Copies of the agenda and staff report were made available to the public. Due to the absence of Carcich, alternate Nielsen is a voting member tonight.

**2. Approval of Meeting Minutes – September 18, 2008**

Hewitt motioned to approve the minutes of September 18, 2008, as corrected. Circo seconded the motion. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Hewitt and Gahan. Nays: None. Motion carried.

**3. Old Business**

**A. Revisions to City of La Vista Zoning Ordinance – Section 2.02 Definitions**

i. Staff Report: Revisions have been made to the definitions section of the Zoning Ordinance to eliminate words or phrases that appear nowhere else in the code; to add definitions to uses that are elsewhere in the code; and to revise content for definitions that are in need of clarity, rewriting, and/or updating.

The American Planning Association's Planning Advisory Service has been utilized to help determine appropriate wording for definitions.

Most of the revisions have been made by City staff, requested revisions from Planning Commission have been made, and a final draft is ready for Planning Commission's review.

Staff recommends continuance of the proposed revisions as a final draft is not quite ready.

**DRAFT**

ii. Public Hearing is herein continued from the previous meeting.

Krzywicki asked if there had been a resolution to the comment made at the last meeting regarding adult day care. Baker said it had been decided that it was a definition they would add if the use were added in the future.

Gahan motioned to continue the public hearing. Horihan seconded. Ayes: Hewitt, Krzywicki, Alexander, Circo, Nielsen, Horihan, and Gahan. Nays: None.

**B. Nebraska Indoor Karting Conditional Use Permit (CUP)**

i. Staff Report: Once again, no word had been received from the applicant regarding their project. Therefore, no requested revisions had been received either.

Staff recommends closing the public hearing for the Nebraska Indoor Karting Conditional Use Permit, as Planning Staff recommends their application be withdrawn from consideration.

ii. Public Hearing: Hewitt motioned to close the public hearing previously continued at the September 2008 meeting. Alexander seconded. Ayes: Hewitt, Krzywicki, Alexander, Circo, Nielsen, Horihan and Gahan. Nays: None. Public hearing closed at 7:08 p.m.

**4. New Business**

**A. Revision to Section 5.12.06.01 C-3 Zoning District – Height Restriction**

i. Staff Report: Staff has had several requests, regarding development projects in the C-3 zone, to exceed the 45-foot maximum height requirement in that zone. Some have been granted by creating, a Planned Unit Development (i.e. Courtyard by Marriott and Embassy Suites), while others may need to go through a Variance process. It seems reasonable to staff that the maximum height should be greater in our Highway Commercial/Office Park Zoning District. Therefore, staff is proposing an increase from 45' to 75'. This would accommodate a six story building with a pitched roof. It is possible that the FAA may not always allow a height up to 75", so in those cases the height would be lower. Also, parking requirements or fire code requirements may limit the height of a building.

The Chief Building Official, City Planner and City Engineer researched existing building heights in Southport and appropriate setbacks for taller buildings. Existing buildings above the 45' maximum in Southport include the Embassy Suites (>98'), Courtyard by Marriott (>78'), and Hampton Inn (>53').

City Staff would like to allow for taller buildings such as these as long as residential properties are not impacted.

Staff recommends approval of the revision to Section 5.12.06.01 to the City Council. Baker commented that an asterisk to a note that any building within 100 ft. of a residential property shall not exceed 45 ft. in height.

ii. Public Hearing: Hewitt motioned to open public hearing. Malmquist seconded. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing opened at 7:11 p.m.

Circo felt that the asterisk inserted took care of the concerns expressed in last month's Planning Commission meeting.

Krzywicki clarified that changes are in bold, italics or in strikethrough.

Gahan asked how many stories would be 90 feet. Baker said seven stories with a pitched roof would be 90 feet, or eight to nine stories with a flat roof. Gahan wondered if Harrison Hills subdivision would be the only residential area where there could be a tall building going up against a residential area. Baker said there are right-of-ways that have zoning districts associated with them and Harrison Hills would be one without a substantial right-of-way in between zoning districts.

Krzywicki said a tear down could be a possibility in an existing C-3 and a rebuild. Baker further explained another residential zoning district (R-3) where C-3 adjoins while crossing the interstate: Bella Vista subdivision, which is currently undeveloped.

Krzywicki asked if 100 feet is an arbitrary number, or is it calculated. Kottman said it is similar to what other jurisdictions have done, but could be somewhat arbitrary.

Krzywicki requested that the 100 feet buffer be assessed from the building to the residentially zoned district instead of residential property line.

Krzywicki asked if there was a reason why the existing maximum height is 45 feet in both the permitted conditional uses and permitted uses. Baker explained the original code was set up this way and now 90 feet is being proposed for both types of uses in this revision.

Circo motioned to close public hearing. Malmquist seconded. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing closed at 7:17 p.m.

iii. Recommendation: Gahan motioned to recommend approval of the revision to Section 5.12.06.01 to the City Council with the language referring to the 100-foot buffer changing from "residential zoned property" to "residential zoned district". Hewitt seconded. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Malmquist and Gahan. Nays: None. Motion carried.

**B. Revision to the Subdivision Regulations, Article 3.03.20 and Chapter 154 of the Municipal Code.**

i. Staff Report: State law is requiring local governments to manage stormwater runoff beginning in 2009. The City Engineer has recommended changes to the subdivision regulations and municipal code to reflect these needed changes.

Staff recommends approval of the revisions to the City Council.

ii. Public Hearing: Malmquist motioned to open public hearing. Circo seconded. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing opened at 7:19 p.m.

Krzywicki clarified that anything double underlined were the recommended changes.

Krzywicki asked when an existing development would need to be brought in-line with these stormwater regulations.

Kottman said it would be the composite run-off from the property in its current state at the time the ordinance is adopted. Any new development would have to address that.

Krzywicki asked if retention ponds are part of the allowable mitigation strategies for stormwater run-off.

Kottman acknowledged anything done to the property that would decrease the peak run-off, including retaining the water on-site, would be recognized as satisfying this requirement.

Hewitt inquired about a reference on the last page of the post construction stormwater management plan that references the Omaha Regional Storm Water Design Manual. She wondered if that manual is referenced somewhere, so a citizen would know it is part of the public record and know how to access the document.

Kottman said it was written by the City of Omaha and has been adopted by the Papillion Creek Watershed as the tool for stormwater design for the watershed. Kottman said it is found in Chapter 154 of the La Vista Municipal Code, which is what is proposed for amendment tonight.

Birch suggested that the city attorney be involved in the proposed amendment considerations and staff would suggest that a close look be given to this issue.

Malmquist motioned to close public hearing. Hewitt seconded. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing closed at 7:31 p.m.

iii. Recommendation: Hewitt motioned to recommend approval of the revision to the Subdivision Regulations, Article 3.03.20; and Chapter 154 of the Municipal Code to the City Council. Malmquist seconded. Ayes: Krzywicki, Alexander, Circo, Nielsen, Horihan, Hewitt, Malmquist and Gahan. Nays: None. Motion carried.

5. Comments from the Floor

None

6. Comments from the Planning Commission

Malmquist described a very interesting trip to Europe she had just returned from.

7. Adjournment

Horihan motioned to adjourn. Hewitt seconded. Ayes: Hewitt, Krzywicki, Alexander, Circo, Nielsen, Horihan, Malmquist and Gahan. Nay: None. Motioned carried. Nays: None. Meeting was adjourned at 7:43 p.m.

Reviewed by Planning Commission: John Gahan



Sharron Dennis  
Recorder

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Planning Commission Chair

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Approval Date

City of La Vista  
Park & Recreation Advisory Committee Minutes  
November 19, 2008

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on November 19, 2008. Present were Recreation Director Scott Stopak, Member Pat Lodes, Member Randy Cahill, Member George Forst III. Absent: Chairperson Greg Johnson. Staff members attending were David Karlson and Eddie Burns. Staff Member Rich Carstensen was absent.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on November 12, 2008. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

**CALL TO ORDER**

Member Lodes called the meeting to order.

Recreation Director Stopak led the audience in the Pledge of Allegiance.

Recreation Director Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

**A. CONSENT AGENDA**

Member Lodes made the motion to approve the consent agenda.

Seconded by Committee Member Cahill. Motion carried.

**REPORTS FROM RECREATION DIRECTOR AND STAFF**

Assistant Director David Karlson gave his report on Halloween Safe Night on October 31, 2008. The city had a good turnout, with the La Vista Fire Dept. giving out 500 hot dogs. The Recreation Dept. would like to thank the Fire Dept. and Booster Clubs for their donations for this annual city event.

Karlson also reminded the Board of the annual Christmas Tree Lighting Celebration on Monday, December 1, 2008. At 5:45 p.m., the La Vista Jr. High Choir will sing carols out by the City Christmas Tree. At 6:00, Santa will light up the tree. Following will be a chili/soup supper in the Community Center, with Santa talking with the children. There will also be several groups entertaining for the event.

Karlson is taking care of the Senior Center for November and December while Rich Carstensen is on family leave. On Wednesday, December 19, Country Heart performed country and patriotic songs for the seniors.

Program Coordinator Burns reported that this Saturday will be the last youth volleyball game of the season. Basketball registrations for 3-6 grades and basketball clinic for 1-2 grades were held Tuesday night, November 18, and will also be held on Saturday, November 22. Wrestling registrations will be on-going until November 29, 2008.

Recreation Director Scott Stopak reported that Aikido is hosting their annual lock-in on Saturday, December 6 from 6:00 p.m. – 11:30 p.m. Stopak also informed the Board that City Hall and the Community Center would be closed on Thursday, November 20, until 1:00 p.m. due to water being shut off because of a water main break. Also, Stopak will be attending a Metro Skate Park meeting on Monday, November 24, and will also be giving a speech about recreation facilities at the Leadership Sarpy meeting on Tuesday, November 25.

The Community Center will be closed on Thursday, November 27 and Friday, November 28 for the Thanksgiving holiday.

#### **B. SWIMMING POOL CONCEPT DISCUSSION**

Stopak stated that the recent bond issue for the new aquatic facility lost by a narrow margin in the November 4 election. The aquatic committee will be meeting again to discuss possible further action on the issue.

Member Lodes asked if there could be a breakdown of votes by ward. Director Stopak said he would check to see if that was possible.

Member Forst asked Stopak how long the current swimming pool would last if nothing were done. Stopak said they had trouble with the “baby” pool this year. There were no existing problems at the moment with the big pool. Drainage has been upgraded to meet standards. New grates need to be purchased.

Public Hearing was opened for comment.

Jeff Conley said the La Vista pool charges the same as Papio Bay, and Papio Bay has more amenities.

Member Forst stated that the new design would have more amenities. Conley said that the public had not seen any pictures of the new design. Forst said that the design and bond issue had been publicized by having public meetings, in the schools, in newspapers and in flyers sent to homes.

Member Lodes stated that people do not want to spend their time going to meetings. After the election, he said many people asked questions that they didn’t know. Lodes said they somehow need to let the people know the facts.

Public Hearing was closed.

#### **C. IDENTIFY COMPETITIVE YOUTH BASEBALL AND SOCCER PROVIDER**

This item has previously been on the agenda and approved but was placed on the agenda to allow further discussion. The proposal has been made to identify Lancer Soccer Club and the Panthers Baseball Club as the primary providers. Both of these clubs have previous long-term relationships with the City. Both clubs are based in La Vista and primarily have La Vista

residents on the roster. With no further questions, the item will now go on to the City Council for approval.

**D. FIELD USAGE POLICY**

This item has been placed on the agenda to make changes on Item 2 of the Council Policy Statement - Recreation: Scheduling, Operation and Maintenance of City Fields "Priority Schedule for La Vista City ball fields" it has been re-written to place the Lancer Soccer Club and the Panthers Baseball Club as third (c) on the priority schedule for usage of the ball fields.

Teams sponsored by Papillion-La Vista school district has been moved to 6 (f) on the schedule, but will not be affected. These teams utilize fields at different times than our youth recreation leagues.

Board member Cahill asked about the fee schedule. Stopak said that was a separate issue not on the agenda at this time.

Member Lodes made a motion to approve Item D. Member Cahill seconded. Members voting aye: Lodes, Cahill, Forst. Nays: None. Absent: Johnson. Motion carried.

**COMMENTS FROM THE FLOOR**

Jodi Drake-Soto asked what was going to be done about the fees. Director Stopak stated that the fees were currently set in the master fee schedule approved by City Council.

**COMMENTS FROM COMMITTEE MEMBERS**

Member Cahill reported that a valued citizen of La Vista, Lori Wemhoff, had passed away on Monday, November 17. Lori had volunteered to coach many times over the years, and her friendship will be missed.

Stopak said they could look into getting a plaque to commemorate her service to the City of La Vista.

Member Lodes thanked the Booster Club representatives for coming to the meeting, and invited them to introduce themselves at this time, and to come to the meetings and let the Board know of activities that each club is involved with.

Introducing themselves were Randy Anderson, the Football Club President (2<sup>nd</sup> year) and 4<sup>th</sup> year coach; Jim Hough, Vice-President of the Football Club and coach; Michelle Hough—Secretary of the Football Club and 3<sup>rd</sup> year coach; Jeff Conley, Wrestling President and 8<sup>th</sup> year coach.

Asst. Director Karlson noted that the Football Club purchased new uniforms this year for the teams.

**ADJOURNMENT**

Member Lodes made the motion to adjourn.

Seconded by Member Forst. Motion carried.

Meeting adjourned at 7:45 p.m.

**CITY OF LA VISTA  
PLANNING COMMISSION MINUTES  
NOVEMBER 20, 2008**

**DRAFT**

The Planning Commission meeting of the City of La Vista was convened at 7:00 p.m. on Thursday, November 20, 2008, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Krzywicki, Alexander, Circo, Horihan, Hewitt, Andsager, Malmquist, and Gahan. Nielson and Carcich were absent. Also in attendance was Marcus Baker, City Planner; and Ann Birch, Community Development Director.

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

**1. Call to Order**

The meeting was called to order by Chairman Krzywicki at 7:00 p.m. Copies of the agenda and staff report were made available to the public.

**2. Approval of Meeting Minutes – October 16, 2008**

Circo motioned to approve the minutes of October 16, 2008. Malmquist seconded the motion. Ayes: Krzywicki, Alexander, Circo, Horihan, Gahan, Hewitt and Gahan. Nays: None. Motion carried. Andsager abstained.

**3. Old Business**

**A. Revisions to City of La Vista Zoning Ordinance – Section 2.02 Definitions**

i. Staff Report: Revisions have been made to the definitions section of the Zoning Ordinance to eliminate words or phrases that appear nowhere else in the code; to add definitions to uses that are elsewhere in the code; and to revise content for definitions that are in need of clarity, rewriting, and/or updating.

The American Planning Association's Planning Advisory Service has been utilized to help determine appropriate wording for definitions.

Revisions are still on-going to this section.

Staff recommends continuance of the proposed revisions with any added changes, if applicable.

ii. Public Hearing is herein continued from the previous meeting.

Malmquist motioned to continue the public hearing. Andsager seconded. Ayes: Hewitt, Krzywicki, Alexander, Andsager, Circo, Nielsen, Horihan, and Gahan. Nays: None.

**4. New Business**

**A.. Public Hearing for a Conditional Use Permit for Extreme Bodyshaping as a Health Club in the C-3 Zoning District**

i. Staff Report: Brent Nickel is requesting approval of a Conditional Use Permit to allow for a health club to be located at 7428 Eastport Parkway in Southport Plaza, which was constructed in 2007. The health club would be named Farrell's Extreme Bodyshaping and would be located in the C-3 Zoning District and Gateway Corridor Overlay District. Southport Plaza has been constructed at this location with a portion of the building being used as a childcare center. The proposal is to allow a tenant finish for a health club in the Southport Plaza building.

Approx. 4,000 square feet of the building is proposed for the health club. The lot is approximately two acres located in Southport East Replat 10. The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor.

Access is from Eastport Parkway. Pedestrian and vehicular cross-lot access is constructed to the adjoining property to the west (Southport Professional Buildings). Pedestrian access is provided to

the perimeter sidewalk, which follows Eastport Parkway. This access point is separate from the vehicular access drive to Eastport Parkway.

Twenty-two parking spaces are required for the health club. The site layout plan shows a total of 58 stalls for this building which meets the needs for both the health club and the existing childcare center. Approximately 1,400 sq. feet will remain as leasable space.

The health club is proposing two 45 minute classes per day to begin with. The first class would start at 6:30 a.m. and the second at 5:30 p.m. The evening start time would likely conflict with parents picking up their kids from the childcare center, which could create traffic congestion and safety concerns for pedestrians. Tenant management of the on-site circulation may be necessary. The class size is not expected to exceed 30 students at a time.

Both the Fire Chief and the Police Chief have reviewed the proposal and have no concerns at this time.

Staff recommends **approval** of the Conditional Use Permit to allow a health club in the C-3 zoning district

ii. Public Hearing: Hewitt motioned to open public hearing. Malmquist seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing opened at 7:07 p.m.

Brad Underwood with Southport Plaza LLC, represented the requested tenant Brent Nickel who is also present.

Hewitt asked what the photo lab was on their drawings. Nickels said it was for taking Polaroid or digital photos, no chemicals would be used.

Alexander referenced page one of the staff report. She noted that the staff report stated two employees are proposed, but the back of the Planning & Zoning application (#11G) shows two employees plus the owner and asked which figure would be correct. Nickels indicated that the owner would not always be present, but two employees would be present.

Gahan asked if there would be people coming in and out throughout the day. Nickels said it would be a class structure with occasional foot-traffic outside of scheduled classes.

Circo asked if their West Dodge location traffic had increased. Nickels confirmed it has increased.

Horihan inquired about the additional 1,300-1,600 square feet. Would there be adequate parking for that renter? Baker said it would depend on the use. If it were a conditionally permitted use the Planning Commission and the City Council would have some discretion – depending on if the parking would work for all of the uses at that time. Depending on the peak times with a proposed business, the child care or the health club's high traffic times may not coincide.

Horihan then questioned if the required parking spaces for the day care and Farrell's would use up all of the existing parking stalls available at this center. Baker said it would be unlikely that parking spaces would be used up completely, even at peak times.

Kottmann did not have any concerns about the additional 1,300-1,600 square feet of leasable area not being accommodated.

Hewitt motioned to close the public hearing. Alexander seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing closed at 7:12 p.m.

Baker noted there is a draft of the conditional use permit for the commission's consideration.

iii. Recommendation: Hewitt motioned to recommend approval of the Conditional Use Permit to allow a health club in the C-3 Zoning District to the City Council. Circo

seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Hewitt, Malmquist and Gahan. Nays: None. Motion carried.

This item will tentatively appear on the December 2, 2008 City Council Agenda.

**B. Public Hearing for a Conditional Use Permit for Beyond Golf as a Tavern in the C-3 Zoning District**

i. Staff Report: The applicant, Josh Galvin, has requested approval of a Conditional Use Permit to allow a tavern/bar at 12040 McDermott Plaza to be named Beyond Golf in the C-3 Zoning District. The 3,693 sq.ft. tavern would be constructed in a new commercial flex building (Southport Center) and is proposing additional patio space (375 sq.ft.) as an outside beer garden.

The site plan for Southport Center shows 188 total parking spaces to be divided among all the commercial retail tenants. The original PUD dedicated 16.6 parking spaces for this tenant bay. However, the zoning code requires 46 parking spaces for this proposed use. The proposed use will therefore go over the budgeted number of parking spaces, which may cause overflow parking affecting other businesses. Both the Fire Chief and the Police Chief have reviewed the proposal and have no concerns at this time.

Staff recommends approval of the Conditional Use Permit to allow Beyond Golf as a Tavern in the C-3 Zoning district with the following conditions:

1. The applicant shall demonstrate they can provide the necessary number of parking spaces for the tavern without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if additional bars, taverns, or restaurants are planned in the same building as Beyond Golf. In which case, the owner shall be responsible for constructing additional parking spaces.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not obstruct the pedestrian commons area in a way that would impede pedestrian traffic.

ii. Public Hearing: Malmquist motioned to open public hearing. Alexander seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing opened at 7:20 p.m.

Josh Galvin, appeared as the applicant.

Malmquist asked where the beer garden would be located and asked for the exact dimensions. Galvin answered the patio would be in the back and it would be 12 ft. deep x 24 ft. wide.

Krzywicki wondered if the patio would be fenced and would pedestrians be able to walk through the patio area. Galvin said there would be gates on each side of the fenced patio area.

Horihan asked if the pedestrians would have a clear path to walk around the patio. Galvin said the path would be clear. Horihan asked if a plan was submitted to address future parking needs. Baker said there is language in the draft conditional use permit that says the owner must construct additional off-street parking if additional bars/taverns or restaurants are planned in this same building as the permitted use.

Horihan asked if the owner can demonstrate now that there is a place for future parking. Baker said no such plans have been received to date.

John Hoich, the land owner, interjected that the proposed use is not a bar/tavern as is listed. It is a video golf tenant, and existing parking stalls would adequately meet their use. He also said there is additional land to the southeast (in the front of the building) that could be used for some future additional parking, if needed.

Krzywicki asked what the total capacity would be of the bar/tavern, including the patio area. Hoich commented that the patio is for the customers who smoke, so it was not intended to add more customers.

Gahan asked for their explanation of the business. Galvin said this is an indoor golf facility with three hi-definition golf simulators that are projected onto giant screens. Once the ball hits the screen it shows the virtual display of where the golf ball hit. It has the ability to display 14 different live golf courses. The proposed use would be more like a training facility and golf complex.

Gahan asked for the break-down of square footage for the simulator and food/bar areas. Galvin said the simulators use 1500 sq. ft. and the bar approximately 800 sq. ft., the remainder is seating, etc. Galvin said people may move about the facility and the capacity is approximately 100 people.

Baker clarified the review has considered the use as a bar/tavern because the zoning code does not have a classification for entertainment/ bar/ restaurant. The city engineer's report on parking evaluated a recreation facility vs. a tavern. The recreation use would require 31 stalls and the tavern use would be 46 parking spaces. Using the worst case scenario, the determination was to require 46 parking spaces for the facility at its ultimate capacity.

Meng-Frecker passed out copies of two new, alternative site plans to accommodate additional parking needs.

Horihan inquired about the additional parking spaces shown on the new lay-out that he handed out. One plan shows 208 parking stalls versus the original information which showed 188 stalls.

Meng-Frecker, with E & A Consulting, said extra parking was added to the southeast of Lot 4 as an overflow. They too are looking for a good balance of parking.

Hoich, the developer, stated no more bars, or recreational uses, were planned in this same building (except Houston's Lounge), only operations such as dentists, beauty shops, and office types.

Horihan said her concerns with parking include both Beyond Golf and the next agenda item, Houston's Lounge located in the same building.

Baker said Southport Center and its parking lay-out was approved in 2007. The parking lay-out being reviewed tonight is different than what had originally been approved last year. This new lay-out has more parking which helps accommodate this proposed use. Meng-Frecker said this hand-out he provided tonight was to address the additional parking needs. Baker pointed out that the uses that are going in now are exceeding the 2007 plan's capacity for parking. The issue tonight is to see if the owner can accommodate all of the proposed uses yet remain within the planned parking capacity.

Birch added that the ordinance that goes with the P.U.D. plan parking is calculated at 4.5 stalls per 1000 sq. feet, which is used for flex space buildings. The difficulty appears when the proposed uses become conditional uses, not permitted uses. It is necessary to consider the individual uses and their particular parking requirements.

Gahan asked if Galvin saw his business as a destination for people who are not interested in golfing but just going out for drinks. Galvin said the theme is definitely golfing and 90 % would be golf enthusiasts.

Krzywicki said it made more sense to him to use 46 parking stalls as a realistic number with an occupancy as high as 100.

Hoich said there would be a 30,000 sq ft. office building built behind the proposed facility that would provide an additional 200 parking spaces.

Baker asked if the plans that Meng-Frecker handed out would meet the open space requirements for the city. Meng-Frecker had not calculated that requirement. Baker said staff could take a look at both alternative plans and determine if all requirements would be met.

Circo pointed out that the problem seems to be with the 60/40 split as entertainment versus a bar. The commission is looking at it as a possibility that Beyond Golf would become more profitable as a tavern than entertainment establishment (golf simulator). Malmquist clarified parking is based on the use as a tavern which would be a higher requirement of parking than that as a recreation use.

Birch commented that it is a conditional use permit and is subject to review should there be any operating problems in the future.

Circo motioned to close public hearing. Malmquist seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing closed at 7:52 p.m.

iii. Recommendation: Malmquist motioned to recommend approval of the Conditional Use Permit to allow a tavern in the C-3 Zoning District provided that the conditions proposed by staff can be satisfactorily met. Andsager seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Hewitt, Malmquist and Gahan. Nays: None. Motion carried.

This will tentatively appear on the City Council Agenda of December 2, 2008.

**C. Public Hearing for a Conditional Use Permit for Houston's Lounge as a Tavern in the C-3 Zoning District**

i. Staff Report: John Houston of The Rendezvous Company is requesting an approval of a Conditional Use Permit to allow a tavern/bar, to be named Houston's Lounge at 12040 McDermott Plaza, Suite 100, in C-3 Zoning and the Gateway Corridor Districts. This 3,660 square foot tavern would be located in a commercial flex building with a 1,000 square foot patio as an outside beer garden.

This lot was re-platted as a part of Southport East Replat 6; architectural design review approval was previously completed for Southport Center.

The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor. Ingress / egress will be provided via McDermott Plaza. The applicant did not provide the number of proposed parking spaces; however, the City Engineer has calculated that 50 parking spaces would be required by code for the proposed tavern. Sufficient parking exists for this proposed use at this time. However, a request has been made to the owners to provide a plan for additional parking spaces if additional bars and restaurants are demanding parking at Southport Center.

Pedestrian sidewalks are provided at the perimeter of this site. Interior walking paths are also provided to the tenant bays. The outdoor patio area / beer garden is proposed on the west side of the building in a pedestrian commons area.

The site plan for Southport Center shows 188 parking spaces total to be divided among all the commercial retail tenants. The original Planned Unit Development dedicated 16.5 parking spaces for this tenant bay. However, the zoning code requires 50 parking spaces for this use. The proposed use will therefore go over the budgeted number of parking spaces, which may cause overflow parking affecting other businesses.

Both the Fire Chief and the Police Chief have reviewed the proposal and have no concerns at this time.

The outdoor patio area is planned to be located on the side of the building facing the planned commons area.

The Planning Staff recommends **approval** of the Conditional Use Permit to allow Houston's Tavern in the C-3 zoning district with the following conditions:

1. The applicant shall demonstrate they can provide the necessary number of parking spaces for the tavern without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if additional bars, taverns, or restaurants are planned in the same building as Houston's Lounge. In

which case, the owner shall be responsible for constructing additional parking spaces.

3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not obstruct the pedestrian commons area in a way that would impede pedestrian traffic.

ii. Public Hearing: Malmquist motioned to open public hearing. Hewitt seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing opened at 7:58 p.m.

John Houston, the proposed business owner / tenant, appeared to answer questions.

Hewitt asked if this were similar to "On the Rocks" also owned by the company. Houston indicated it was; however, it is a different company.

Hewitt asked whether they sell food. Houston said they will not.

Alexander asked for the proposed hours of operation. Houston said they would be opened from 3 p.m. to 1:00 a.m. with the exception of Saturdays for football games.

Krzywicki asked the occupancy of the business. Houston said it had not yet been graded but should be rated similar to his other facility, and that would be approximately 100 occupants.

Malmquist asked how wide and long would the outside patio be. Houston said it would be about 20 feet wide and 50 ft. long. He added that it would blend into the same style as the building.

Gahan asked if there was to be live music. Houston confirmed.

Krzywicki asked if they would have outdoor televisions. Houston confirmed, but there would be a sound system designed so that the noise from the televisions would not be too loud for people on the patio. Also, they have no intention of disturbing the neighbors.

Houston ensured the commission that there would be adequate space for pedestrian traffic to get by the fenced in patio area.

Hewitt motioned to close the public hearing. Circo seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist, Hewitt and Gahan. Nays: None. Public hearing closed at 8:10 p.m.

iii. Recommendation: Hewitt motioned to recommend approval of the Conditional Use Permit for Houston's Lounge to the City Council providing all conditions of staff can be met satisfactorily. Malmquist seconded. Ayes: Krzywicki, Alexander, Circo, Andsager, Horihan, Hewitt, Malmquist and Gahan. Nays: None. Motion carried.

This will tentatively appear on the City Council Agenda of December 2, 2008.

##### **5. Comments from the Floor**

Houston commented that Planner Baker did a very good job. Baker was very attentive, courteous and had been responsive to Houston's questions and concerns.

##### **6. Comments from the Planning Commission**

Baker updated the commission with information regarding the proposed storm water regulations that had been reviewed at the last meeting. Those regulations have been postponed. The Papio NRD has requested that it be held for now as they are looking at some of the rules for revising. When revisions are finished, the proposal may be returning to the Planning Commission for another review.

Baker also informed that the 84<sup>th</sup> Street Vision Project interviews were in progress and a decision should soon be made regarding contracting a consultant for this project. It is hoped that a selection would go forward for City Council consideration on December 16, 2008. It is hoped to get the consultation started in January or February. The city has applied for approval to use some of the

Community Development Block Grant re-use money. The re-use block grant money is \$200,000, so the consultant would be budgeted through that fund. There is also a phase two implementation study being considered. The Planning Commission will be involved in these processes.

Krzywicki asked if the city prompted the owner to do some repairs in the vacated Wal-mart area recently.

Birch replied that the city provides a list each month to the property owner regarding property maintenance concerns.

Baker notified the commissioners that the December 2008 Planning Commission will meet one week earlier on December 11, 2008, due to the holidays.

#### **7. Adjournment**

Hewitt motioned to adjourn. Horihan seconded. Ayes: Hewitt, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried. Nays: None. Meeting was adjourned at 8:15 p.m.

Reviewed by Planning Commission:

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Recorder

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Planning Commission Chair

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Approval Date

**CITIZEN ADVISORY REVIEW COMMITTEE  
MEETING  
December 8, 2008**

A regular meeting of the Citizen Advisory Review Committee of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 8, 2008, in the Harold "Andy" Anderson Council Chamber at City Hall. Present were Committee members Shafer, Kellner, and Burns. Placzek and Dunbar were absent. Also in attendance was Assistant City Administrator Ramirez.

A notice of the meeting was given in advance thereof by publishing in the Papillion Times on November 27, 2008. Notice was simultaneously given to all members of the Citizen Advisory Review Committee and a copy of the acknowledgement of the receipt of notice is attached to the minutes. Availability of the agenda was communicated to the Citizen Advisory Review Committee in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

Chairman Shafer called the meeting of the Citizen Advisory Review Committee to order at 7:00 p.m.

**A. OPEN MEETINGS ACT STATEMENT**

Chairman Shafer acknowledged the Open Meetings Act statement as printed on the Agenda.

**B. EMERGENCY PROCEDURES STATEMENT**

Chairman Shafer acknowledged the Emergency Procedures statement as printed on the Agenda.

**C. APPROVAL OF THE AGENDA**

Kellner moved approval of the Amended Agenda as presented. The agenda was amended to include a presentation by Toby Churchill from the Sarpy County Economic Development Corporation. Burns seconded. Ayes: all. Nays: none. Motion carried.

**D. APPROVAL OF MINUTES OF SEPTEMBER 8, 2008**

Kellner moved approval of the September 8, 2008 meeting minutes as presented. Burns seconded. Ayes: all. Nays: none. Motion carried.

**E. ASSISTANT CITY ADMINISTRATOR'S REPORT**

Assistant City Administrator Ramirez presented and reviewed a copy of the Community Development projects currently underway and updated the Committee on the upcoming 84<sup>th</sup> Street visioning project.

**F. SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION REPORT**

Toby Churchill from Sarpy County Economic Development Corporation (SCEDC) presented and reviewed the SCEDC 3rd Quarter 2008 Report.

**G. ECONOMIC DEVELOPMENT PROGRAM REVIEW**

Ramirez presented a copy of the Economic Development Fund Budget Summary and a memorandum with additional financial information for the Committee's review.

No new applications have been made to the Economic Development Program.

**H. 2009 MEETING SCHEDULE**

The Committee currently meets on the second Monday of March, June, September and December. Two of the members have conflicts on Monday evenings and a discussion was held regarding the possibility of changing the day and/or time of the meeting. It was determined that Thursdays would work better for the Committee members. A change to the Rules and Operating Procedures will be presented at the next meeting (March 9, 2009) to move the regular meeting dates to the second Thursday of March, June, September and December.

**COMMENTS FROM THE FLOOR**

There were no comments from the floor.

**COMMENTS FROM THE COMMITTEE**

There were no further comments from the Committee.

**ADJOURNMENT**

At 7:40 p.m. Kellner made a motion to adjourn the meeting. Burns seconded. Ayes: all. Nays: none. Motion carried.

Respectfully Submitted by:

Rick Burns  
Secretary



Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors  
10836 Old Mill Road  
Omaha, NE 68154

Invoice

November 14, 2008  
Project No: 0171-254  
Invoice No: 84714

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

Project 0171-254 BIG PAPIO TRAIL CONNECTION PO# 09-0085

Professional Services from September 29, 2008 to November 2, 2008

Payment Request #11 per Attached Documentation

Total this Invoice \$858.59

OK for Payment  
12-9-08  
Due 11/05/16, 07

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

KEYSTONE TRAIL - LA VISTA LINK  
 PAYMENT REQUEST NO. 11 ITEMIZATION  
 INVOICE NO. 84714

**Labor**

| Name & Title     | Title  | Hours | Actual Rate/Hr. | Cost     |
|------------------|--|-------|-----------------|----------|
| John M. Kottmann | Senior Engineer                              | 0     | \$40.24         | \$0.00   |
| Brian Lodes      | Staff Engineer                               | 11.5  | \$24.52         | \$281.98 |
| Roger Meyer      | Sr. CADD Tech w/Eqpt.                        | 0     | \$24.20         | \$0.00   |
| Michael Smith    | Registered Land Surveyor                     | 0     | \$27.31         | \$0.00   |
| David Pearson    | Survey Party Chief                           | 0     | \$15.00         | \$0.00   |
| Brian Morgan     | Survey Technician                            | 0     | \$13.00         | \$0.00   |
| Michael Skiles   | Survey CADD Tech w/Eqpt.                     | 0     | \$17.00         | \$0.00   |
| Barb Mazurak     | Clerical                                     | 0.5   | \$19.15         | \$9.58   |
|                  |  |       | Sub-Total       | \$291.56 |
|                  | Direct Labor Subtotal                        |       |                 | \$291.56 |
|                  | Overhead @ 166%                              |       |                 | \$483.98 |
|                  | Sub-Total Labor & Overhead                   |       |                 | \$775.54 |
|                  | Profit, 10% of Subtotal for Labor & Overhead |       |                 | \$77.55  |
|                  | Total Labor, Overhead & Profit               |       |                 | \$853.09 |

**Other Direct Costs**

Reimbursable Expenses

|                             |        |
|-----------------------------|--------|
| Reproduction Services       | \$5.50 |
| Mileage                     | \$0.00 |
| Data Collection Eqpt.       | \$0.00 |
| Special Delivery            | \$0.00 |
| Sub-Total for Reimbursables | \$5.50 |

|  |              |
|--|--------------|
| <b>Professional Fees This Invoice</b>              | \$ 858.59    |
| Professional Fees Previously Billed                | \$ 28,156.90 |
| Total Professional Fees Through Pay Request No. 11 | \$ 29,015.49 |
| Agreement Limit                                    | \$ 28,227.87 |

KEYSTONE TRAIL-LA VISTA LINK  
PROJECT NO. ENH-77(50)  
CONTROL NO. 22251  
CONSULTANT AGREEMENT  
PAY REQUEST NO. 11  
PROGRESS REPORT

|   |      |
|---|------|
| Environmental Reviews                   | 100% |
| Topo. Survey, ROW & Utility Information | 100% |
| Preliminary Design                      | 100% |
| Final Design                            | 100% |
| Final P, S & E                          | 100% |
| Bidding Phase                           | 0%   |

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

1 Bank of Nebraska (600-873)

45999 Payroll Check

Thru 46000  
94730 Gap in Checks

|       |            |      |                               |           |                        |
|-------|------------|------|-------------------------------|-----------|------------------------|
| 94731 | 12/09/2008 | 3702 | LAUGHLIN, KATHLEEN A, TRUSTEE | 372.00    | **MANUAL**             |
| 94732 | 12/03/2008 | 3965 | BEAUMONT, MITCH               | 700.00    | **MANUAL**             |
| 94733 | 12/03/2008 | 1174 | WAL-MART COMMUNITY BRC        | 1,186.62  | **MANUAL**             |
| 94734 | 12/03/2008 | 913  | TARGET BANK                   | 63.30     | **MANUAL**             |
| 94735 | 12/03/2008 | 3702 | LAUGHLIN, KATHLEEN A, TRUSTEE | 372.00    | **MANUAL**             |
| 94736 | 12/03/2008 | 152  | CITY OF OMAHA                 | 73,953.29 | **MANUAL**             |
| 94737 | 12/16/2008 | 3983 | ABE'S PORTABLES INC           | 27.00     |                        |
| 94738 | 12/16/2008 | 2868 | AIR POWER OF NEBRASKA         | 150.00    |                        |
| 94739 | 12/16/2008 | 571  | ALAMAR UNIFORMS               | 22.00     |                        |
| 94740 | 12/16/2008 | 3364 | ALL STAR PRO GOLF INC         | 386.03    |                        |
| 94741 | 12/16/2008 | 81   | AMSAN                         | 458.32    |                        |
| 94742 | 12/16/2008 | 3698 | APPLE BOOKS                   | 1,288.40  |                        |
| 94743 | 12/16/2008 | 536  | ARAMARK UNIFORM SERVICES INC  | 489.33    |                        |
| 94744 | 12/16/2008 | 3685 | ASAP SOFTWARE                 | 5,009.92  |                        |
| 94745 | 12/16/2008 | 706  | ASSOCIATED FIRE PROTECTION    | 143.00    |                        |
| 94746 | 12/16/2008 | 1506 | AUDIO EDITIONS                | 238.94    |                        |
| 94747 | 12/16/2008 | 55   | BADGER BODY                   | 257.21    |                        |
| 94748 | 12/16/2008 | 201  | BAKER & TAYLOR BOOKS          | 1,559.82  |                        |
| 94749 | 12/16/2008 | 1839 | BCDM-BERINGER CIACCIO DENNELL | 316.25    |                        |
| 94750 | 12/16/2008 | 1784 | BENNINGTON IMPLEMENT          | 185.22    |                        |
| 94751 | 12/16/2008 | 410  | BETTER BUSINESS EQUIPMENT     | 42.12     |                        |
| 94752 | 12/16/2008 | 196  | BLACK HILLS ENERGY            | 5,645.04  |                        |
| 94753 | 12/16/2008 | 2757 | BOBCAT OF OMAHA               | 373.31    |                        |
| 94754 | 12/16/2008 | 1242 | BRENTWOOD AUTO WASH           | 502.00    |                        |
| 94755 | 12/16/2008 | 3760 | BUETHE, PAM                   | 64.35     |                        |
| 94756 | 12/16/2008 | 2625 | CARDMEMBER SERVICE-ELAN       | .00       | **CLEARED** **VOIDED** |
| 94757 | 12/16/2008 | 2625 | CARDMEMBER SERVICE-ELAN       | .00       | **CLEARED** **VOIDED** |
| 94758 | 12/16/2008 | 2625 | CARDMEMBER SERVICE-ELAN       | .00       | **CLEARED** **VOIDED** |
| 94759 | 12/16/2008 | 2625 | CARDMEMBER SERVICE-ELAN       | 9,124.34  |                        |
| 94760 | 12/16/2008 | 244  | CHILD'S WORLD                 | 476.70    |                        |
| 94761 | 12/16/2008 | 152  | CITY OF OMAHA                 | 49.74     |                        |
| 94762 | 12/16/2008 | 83   | CJ'S HOME CENTER              | .00       | **CLEARED** **VOIDED** |
| 94763 | 12/16/2008 | 83   | CJ'S HOME CENTER              | .00       | **CLEARED** **VOIDED** |
| 94764 | 12/16/2008 | 83   | CJ'S HOME CENTER              | .00       | **CLEARED** **VOIDED** |
| 94765 | 12/16/2008 | 83   | CJ'S HOME CENTER              | .00       | **CLEARED** **VOIDED** |
| 94766 | 12/16/2008 | 83   | CJ'S HOME CENTER              | 802.65    |                        |
| 94767 | 12/16/2008 | 4054 | CLARITUS                      | 70.00     |                        |
| 94768 | 12/16/2008 | 3689 | COMMOUCH INCORPORATED         | 2,574.00  |                        |
| 94769 | 12/16/2008 | 836  | CORNHUSKER INTL TRUCKS INC    | 59.99     |                        |
| 94770 | 12/16/2008 | 2158 | COX COMMUNICATIONS            | 58.65     |                        |
| 94771 | 12/16/2008 | 2870 | CPS HUMAN RESOURCE SERVICES   | 424.60    |                        |
| 94772 | 12/16/2008 | 2102 | CREIGHTON EMS EDUCATION       | 50.00     |                        |
| 94773 | 12/16/2008 | 3136 | D & D COMMUNICATIONS          | 14.00     |                        |
| 94774 | 12/16/2008 | 619  | DELL MARKETING L.P.           | .00       | **CLEARED** **VOIDED** |

| BANK NO  | BANK NAME  |           |                                |              |             |            |        |
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| CHECK NO | DATE       | VENDOR NO | VENDOR NAME                    | CHECK AMOUNT | CLEARED     | VOIDED     | MANUAL |
| 94775    | 12/16/2008 | 619       | DELL MARKETING L.P.            | 991.44       |             |            |        |
| 94776    | 12/16/2008 | 2908      | DIVERSE MEDIA INC              | 335.12       |             |            |        |
| 94777    | 12/16/2008 | 127       | DON'S PIONEER UNIFORMS         | 102.75       |             |            |        |
| 94778    | 12/16/2008 | 4003      | EARL RISER CONCRETE            | 1,020.00     |             |            |        |
| 94779    | 12/16/2008 | 1042      | ED M. FELD EQUIPMENT           | 225.00       |             |            |        |
| 94780    | 12/16/2008 | 3776      | ELECTRIC SPECIALTIES CO INC    | 530.00       |             |            |        |
| 94781    | 12/16/2008 | 2566      | ELECTRONIC ENGINEERING         | 480.00       |             |            |        |
| 94782    | 12/16/2008 | 676       | ENVIRO TECH SERVICES INC       | 4,473.00     |             |            |        |
| 94783    | 12/16/2008 | 3230      | FAGIN, KAREN                   | 294.84       |             |            |        |
| 94784    | 12/16/2008 | 3159      | FASTENAL COMPANY               | 78.76        |             |            |        |
| 94785    | 12/16/2008 | 1245      | FILTER CARE                    | 14.95        |             |            |        |
| 94786    | 12/16/2008 | 439       | FIREGUARD INC                  | 165.35       |             |            |        |
| 94787    | 12/16/2008 | 2234      | FIRMATURE, STEVE               | 36.00        |             |            |        |
| 94788    | 12/16/2008 | 142       | FITZGERALD SCHORR BARMETTLER   | .00          | **CLEARED** | **VOIDED** |        |
| 94789    | 12/16/2008 | 142       | FITZGERALD SCHORR BARMETTLER   | 14,591.97    |             |            |        |
| 94790    | 12/16/2008 | 1851      | FORTRES GRAND CORPORATION      | 485.00       |             |            |        |
| 94791    | 12/16/2008 | 1344      | GALE                           | 227.08       |             |            |        |
| 94792    | 12/16/2008 | 1161      | GALL'S INCORPORATED            | .00          | **CLEARED** | **VOIDED** |        |
| 94793    | 12/16/2008 | 1161      | GALL'S INCORPORATED            | 260.73       |             |            |        |
| 94794    | 12/16/2008 | 1248      | GASSERT, MIKE                  | 584.00       |             |            |        |
| 94795    | 12/16/2008 | 53        | GCR OMAHA TRUCK TIRE CENTER    | 395.71       |             |            |        |
| 94796    | 12/16/2008 | 1579      | GENI'S HALLMARK CARD & GIFT    | 23.00        |             |            |        |
| 94797    | 12/16/2008 | 1025      | GOWAN, ANTHONY J.              | 32.00        |             |            |        |
| 94798    | 12/16/2008 | 285       | GRAYBAR ELECTRIC COMPANY INC   | 552.76       |             |            |        |
| 94799    | 12/16/2008 | 3105      | GREAT AMERICAN LEASING CORP    | 272.50       |             |            |        |
| 94800    | 12/16/2008 | 385       | GREAT PLAINS ONE-CALL SVC INC  | 239.23       |             |            |        |
| 94801    | 12/16/2008 | 2224      | GRETNA WELDING                 | 699.00       |             |            |        |
| 94802    | 12/16/2008 | 426       | HANEY SHOE STORE               | 343.45       |             |            |        |
| 94803    | 12/16/2008 | 2663      | HARBOR FREIGHT TOOLS           | 29.99        |             |            |        |
| 94804    | 12/16/2008 | 1744      | HEARTLAND AWARDS               | 78.60        |             |            |        |
| 94805    | 12/16/2008 | 3657      | HEARTLAND PAPER                | 65.00        |             |            |        |
| 94806    | 12/16/2008 | 3681      | HEARTLAND TIRES AND TREADS     | 168.95       |             |            |        |
| 94807    | 12/16/2008 | 1403      | HELGET GAS PRODUCTS INC        | 176.00       |             |            |        |
| 94808    | 12/16/2008 | 1705      | HENRY, MARK A                  | 24.00        |             |            |        |
| 94809    | 12/16/2008 | 889       | HILLYARD/SIOUX FALLS           | 9.50         |             |            |        |
| 94810    | 12/16/2008 | 797       | HOBBY LOBBY STORES INC         | 188.73       |             |            |        |
| 94811    | 12/16/2008 | 136       | HUNTEL COMMUNICATIONS, INC     | .00          | **CLEARED** | **VOIDED** |        |
| 94812    | 12/16/2008 | 136       | HUNTEL COMMUNICATIONS, INC     | 264.50       |             |            |        |
| 94813    | 12/16/2008 | 3513      | HUSKER MIDWEST PRINTING        | 162.00       |             |            |        |
| 94814    | 12/16/2008 | 1612      | HY-VEE INC                     | 51.13        |             |            |        |
| 94815    | 12/16/2008 | 3050      | INSIGHT TECHNOLOGY             | 662.98       |             |            |        |
| 94816    | 12/16/2008 | 2554      | IWAN, ROSE                     | 57.99        |             |            |        |
| 94817    | 12/16/2008 | 1896      | J Q OFFICE EQUIPMENT INC       | 766.69       |             |            |        |
| 94818    | 12/16/2008 | 311       | JOE'S TOWING & REPAIR          | 100.00       |             |            |        |
| 94819    | 12/16/2008 | 4014      | KEISER CORPORATION             | 3,024.39     |             |            |        |
| 94820    | 12/16/2008 | 2057      | LA VISTA COMMUNITY FOUNDATION  | 70.00        |             |            |        |
| 94821    | 12/16/2008 | 787       | LERNER PUBLISHING GROUP        | 533.86       |             |            |        |
| 94822    | 12/16/2008 | 877       | LINWELD                        | 86.65        |             |            |        |
| 94823    | 12/16/2008 | 1573      | LOGAN CONTRACTORS SUPPLY       | 2,640.35     |             |            |        |
| 94824    | 12/16/2008 | 2664      | LOU'S SPORTING GOODS           | 44.95        |             |            |        |
| 94825    | 12/16/2008 | 1539      | MALLARD SAND & GRAVEL COMPANY  | 1,187.84     |             |            |        |
| 94826    | 12/16/2008 | 153       | METRO AREA TRANSIT             | 545.00       |             |            |        |
| 94827    | 12/16/2008 | 872       | METROPOLITAN COMMUNITY COLLEGE | 8,981.35     |             |            |        |

| BANK NO | BANK NAME  | CHECK NO | DATE                          | VENDOR NO | VENDOR NAME            | CHECK AMOUNT | CLEARED | VOIDED | MANUAL |
|---------|------------|----------|-------------------------------|-----------|------------------------|--------------|---------|--------|--------|
| 94828   | 12/16/2008 | 98       | MICHAEL TODD AND COMPANY INC  | 255.00    |                        |              |         |        |        |
| 94829   | 12/16/2008 | 3475     | MIDLANDS BUSINESS JOURNAL     | 70.00     |                        |              |         |        |        |
| 94830   | 12/16/2008 | 2299     | MIDWEST TAPE                  | 1,938.01  |                        |              |         |        |        |
| 94831   | 12/16/2008 | 1647     | MITY-LITE INCORPORATED        | 1,289.40  |                        |              |         |        |        |
| 94832   | 12/16/2008 | 3350     | NEBRASKA IOWA SUPPLY          | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94833   | 12/16/2008 | 3350     | NEBRASKA IOWA SUPPLY          | 12,841.45 |                        |              |         |        |        |
| 94834   | 12/16/2008 | 3488     | NEBRASKA STATE FIRE MARSHALL  | 360.00    |                        |              |         |        |        |
| 94835   | 12/16/2008 | 2685     | NEBRASKA TURF PRODUCTS        | 1,157.80  |                        |              |         |        |        |
| 94836   | 12/16/2008 | 1099     | NEMSA-NE EMER MED SVCS ASSN   | 606.00    |                        |              |         |        |        |
| 94837   | 12/16/2008 | 653      | NEUMAN EQUIPMENT COMPANY      | 122.00    |                        |              |         |        |        |
| 94838   | 12/16/2008 | 2631     | NEXTEL COMMUNICATIONS         | 154.73    |                        |              |         |        |        |
| 94839   | 12/16/2008 | 440      | NMC INC                       | 316.00    |                        |              |         |        |        |
| 94840   | 12/16/2008 | 128      | NSFSI-NE SOC/FIRE SVC INSTRS  | 75.00     |                        |              |         |        |        |
| 94841   | 12/16/2008 | 179      | NUTS AND BOLTS INCORPORATED   | 31.19     |                        |              |         |        |        |
| 94842   | 12/16/2008 | 3504     | OCCUVAX                       | 924.00    |                        |              |         |        |        |
| 94843   | 12/16/2008 | 1014     | OFFICE DEPOT INC-CINCINNATI   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94844   | 12/16/2008 | 1014     | OFFICE DEPOT INC-CINCINNATI   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94845   | 12/16/2008 | 1014     | OFFICE DEPOT INC-CINCINNATI   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94846   | 12/16/2008 | 1014     | OFFICE DEPOT INC-CINCINNATI   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94847   | 12/16/2008 | 1014     | OFFICE DEPOT INC-CINCINNATI   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94848   | 12/16/2008 | 1014     | OFFICE DEPOT INC-CINCINNATI   | 1,897.09  |                        |              |         |        |        |
| 94849   | 12/16/2008 | 195      | OMAHA PUBLIC POWER DISTRICT   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94850   | 12/16/2008 | 195      | OMAHA PUBLIC POWER DISTRICT   | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94851   | 12/16/2008 | 195      | OMAHA PUBLIC POWER DISTRICT   | 34,021.54 |                        |              |         |        |        |
| 94852   | 12/16/2008 | 46       | OMAHA WORLD HERALD COMPANY    | 75.40     |                        |              |         |        |        |
| 94853   | 12/16/2008 | 2129     | OMB EXPRESS POLICE SUPPLY     | 77.77     |                        |              |         |        |        |
| 94854   | 12/16/2008 | 3935     | ORIENTAL TRADING COMPANY      | 110.82    |                        |              |         |        |        |
| 94855   | 12/16/2008 | 3696     | PALMER, ALEXA                 | 120.00    |                        |              |         |        |        |
| 94856   | 12/16/2008 | 2686     | PARAMOUNT LINEN & UNIFORM     | 523.01    |                        |              |         |        |        |
| 94857   | 12/16/2008 | 1769     | PAYLESS OFFICE PRODUCTS INC   | 613.00    |                        |              |         |        |        |
| 94858   | 12/16/2008 | 74       | PITNEY BOWES INC-KY           | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94859   | 12/16/2008 | 74       | PITNEY BOWES INC-KY           | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94860   | 12/16/2008 | 74       | PITNEY BOWES INC-KY           | 307.98    |                        |              |         |        |        |
| 94861   | 12/16/2008 | 159      | PRECISION INDUSTRIES INC      | 270.63    |                        |              |         |        |        |
| 94862   | 12/16/2008 | 2387     | PROFESSIONAL GROUNDS MGMT SOC | 175.00    |                        |              |         |        |        |
| 94863   | 12/16/2008 | 3814     | PSI PLASTIC GRAPHICS          | 451.68    |                        |              |         |        |        |
| 94864   | 12/16/2008 | 219      | QWEST                         | 125.23    |                        |              |         |        |        |
| 94865   | 12/16/2008 | 3120     | RACOM CORPORATION             | 44.00     |                        |              |         |        |        |
| 94866   | 12/16/2008 | 58       | RAINBOW GLASS & SUPPLY        | 45.00     |                        |              |         |        |        |
| 94867   | 12/16/2008 | 3889     | REED, JASON                   | 120.00    |                        |              |         |        |        |
| 94868   | 12/16/2008 | 604      | ROURKE PUBLISHING COMPANY     | 1,206.54  |                        |              |         |        |        |
| 94869   | 12/16/2008 | 4037     | RUSTY ECK FORD                | 45.49     |                        |              |         |        |        |
| 94870   | 12/16/2008 | 168      | SARPY COUNTY LANDFILL         | 1,043.23  |                        |              |         |        |        |
| 94871   | 12/16/2008 | 2927     | SEAT COVER CENTER OF NEBRASKA | 258.70    |                        |              |         |        |        |
| 94872   | 12/16/2008 | 4040     | SHERRY, PAUL                  | 31.00     |                        |              |         |        |        |
| 94873   | 12/16/2008 | 3217     | SHERWIN-WILLIAMS              | 197.15    |                        |              |         |        |        |
| 94874   | 12/16/2008 | 4053     | SINNETT, BLAIR                | 47.13     |                        |              |         |        |        |
| 94875   | 12/16/2008 | 1149     | STATE FIRE MARSHALL           | 300.00    |                        |              |         |        |        |
| 94876   | 12/16/2008 | 3069     | STATE STEEL OF OMAHA          | 292.56    |                        |              |         |        |        |
| 94877   | 12/16/2008 | 2634     | STERIL MANUFACTURING CO       | 200.00    |                        |              |         |        |        |
| 94878   | 12/16/2008 | 143      | THOMPSON DREESSEN & DORNER    | .00       | **CLEARED** **VOIDED** |              |         |        |        |
| 94879   | 12/16/2008 | 143      | THOMPSON DREESSEN & DORNER    | 18,587.21 |                        |              |         |        |        |
| 94880   | 12/16/2008 | 823      | TRI MUTUAL AID FIREFIGHTERS   | 150.00    |                        |              |         |        |        |

BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

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|       |            |                                    |          |                                    |
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| 94881 | 12/16/2008 | 1122 TURF CARS LTD                 | 176.90   | APPROVED BY COUNCIL MEMBERS 12/16/ |
| 94882 | 12/16/2008 | 167 U S ASPHALT COMPANY            | 96.67    |                                    |
| 94883 | 12/16/2008 | 3077 UNITED HEALTHCARE             | 301.83   |                                    |
| 94884 | 12/16/2008 | 3097 UNITED HEALTHCARE             | 450.00   |                                    |
| 94885 | 12/16/2008 | 2426 UNITED PARCEL SERVICE         | 18.43    |                                    |
| 94886 | 12/16/2008 | 809 VERIZON WIRELESS, BELLEVUE     | 37.31    |                                    |
| 94887 | 12/16/2008 | 78 WASTE MANAGEMENT NEBRASKA       | 1,020.45 |                                    |
| 94888 | 12/16/2008 | 4043 WEIGL PUBLISHERS INCORPORATED | 629.95   | COUNCIL MEMBER                     |
| 94889 | 12/16/2008 | 968 WICK'S STERLING TRUCKS INC     | 10.17    |                                    |
| 94890 | 12/16/2008 | 492 WINGATE INNS                   | 145.90   |                                    |
| 94891 | 12/16/2008 | 4048 ZAPP, BRANDY                  | 11.20    |                                    |
| 94892 | 12/16/2008 | 3836 ZOO BOOKS MAGAZINE            | 40.95    |                                    |

BANK TOTAL 239,301.73

OUTSTANDING 239,301.73

CLEARED .00

VOIDED .00

FUND TOTAL OUTSTANDING CLEARED VOIDED

|    |                      |            |            |     |     |
|----|----------------------|------------|------------|-----|-----|
| 01 | GENERAL FUND         | 129,117.20 | 129,117.20 | .00 | .00 |
| 02 | SEWER FUND           | 87,717.00  | 87,717.00  | .00 | .00 |
| 05 | CONSTRUCTION         | 13,302.57  | 13,302.57  | .00 | .00 |
| 08 | LOTTERY FUND         | 2,467.00   | 2,467.00   | .00 | .00 |
| 09 | GOLF COURSE FUND     | 4,277.07   | 4,277.07   | .00 | .00 |
| 14 | ECONOMIC DEVELOPMENT | 730.00     | 730.00     | .00 | .00 |
| 15 | OFF-STREET PARKING   | 1,690.89   | 1,690.89   | .00 | .00 |

REPORT TOTAL 239,301.73

OUTSTANDING 239,301.73

CLEARED .00

VOIDED .00

+ Gross Payroll 12/12/08 208,331.46GRAND TOTAL \$447,633.19

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 16, 2008 AGENDA**

| Subject:  | Type:                                     | Submitted By:                        |
|---|---|--------------------------------------|
| INTERLOCAL COOPERATION AGREEMENT —<br>132 <sup>ND</sup> & WEST GILES ROAD | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | BRENDA S. GUNN<br>CITY ADMINISTRATOR |

**SYNOPSIS**

A resolution has been prepared to approve the execution of an Interlocal Cooperation Agreement with Sarpy County for improvements to the intersection of West Giles Road and 132<sup>nd</sup> Street and adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings. (*This item was tabled at the November 18, 2008 meeting pending action by Sarpy County*).

**FISCAL IMPACT**

The project has three Phases. Estimated project costs for each phase is as follows:

Phase 1 — Railroad Crossing (Quiet Zone) Improvements (\$238,245)

- ◆ Property Owner — \$114,395
- ◆ City of La Vista — \$61,925
- ◆ Sarpy County — \$61,925

Phase 2 — Short Term Improvements (\$1,800,000)

- ◆ Federal Highway Administration (*committed*) — \$1,440,000
- ◆ City of La Vista — \$180,000
- ◆ Sarpy County — \$180,000

Phase 3 — Long Term Improvements (\$10,000,000)

- ◆ Federal Highway Administration (80-90%)
- ◆ City of La Vista (5-10%)
- ◆ Sarpy County (5-10%)

**RECOMMENDATION**

Approval subject to satisfactory review by the City Attorney and staff.

**BACKGROUND**

Planning for the recommended improvements has been underway since early 2004 and has involved the City of La Vista, Sarpy County, MAPA, Nebraska Department of Roads and The Schemmer Associates. The project area is located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista and as a result, Sarpy County took the lead in commissioning the study in order to determine the necessary improvements.

There are three separate components to the improvements to be undertaken pursuant to the Agreement. Phase 1 consists of railroad crossing (Quiet Zone) improvements; Phase 2 consists of interim reconstruction of the intersection of 132<sup>nd</sup> Street and West Giles Road; and Phase 3 consists of long term improvements to the intersection of 132<sup>nd</sup> Street and West Giles Road.

These projects have been included in the Capital Improvements Program and Phases 1 & 2 are funded in the current FY09 municipal budget.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA CONCERNING IMPROVEMENTS RELATED TO THE INTERSECTION OF WEST GILES ROAD AND 132<sup>ND</sup> STREET, THE ADJACENT LEGS OF WEST GILES ROAD AND 132<sup>ND</sup> STREET AND ADJACENT RAILROAD CROSSINGS, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, La Vista and Sarpy County wish to enter into mutually beneficial endeavors to improve the intersection of West Giles Road and 132<sup>nd</sup> Street, adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings; and

WHEREAS, said improvements are located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with Sarpy County, Nebraska concerning improvements related to the intersection of West Giles Road and 132<sup>nd</sup> Street, the adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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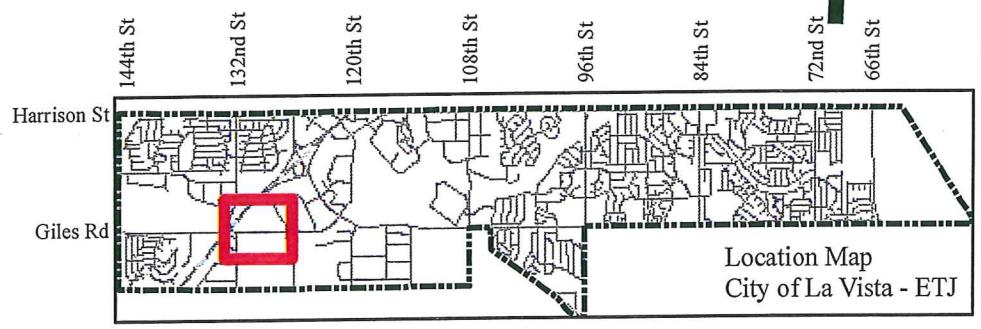
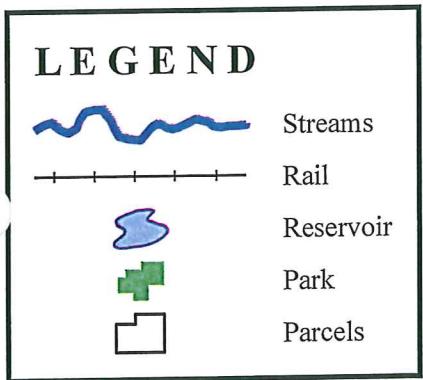
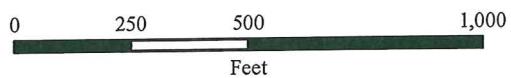
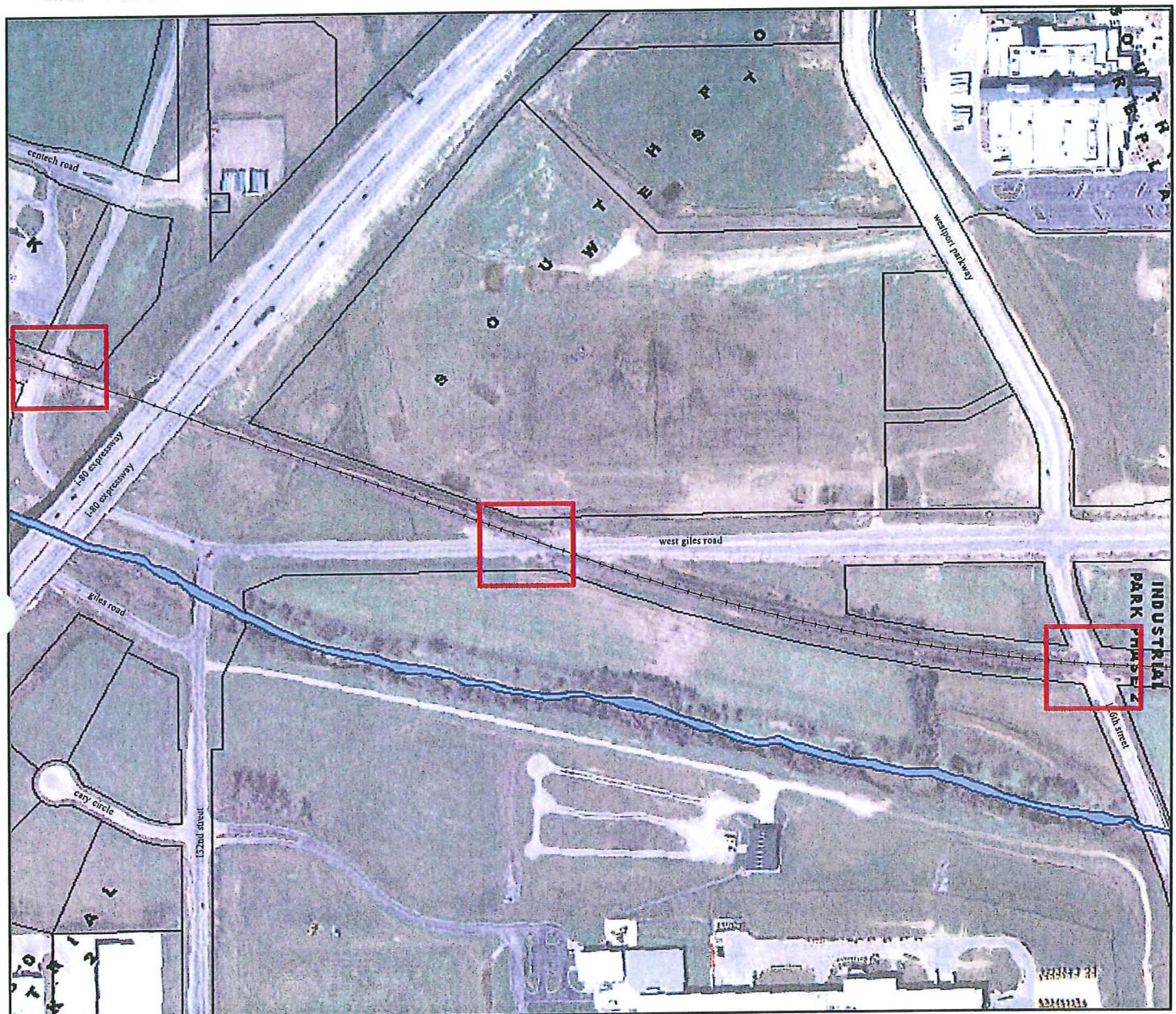
Pamela A. Buethe, CMC  
City Clerk



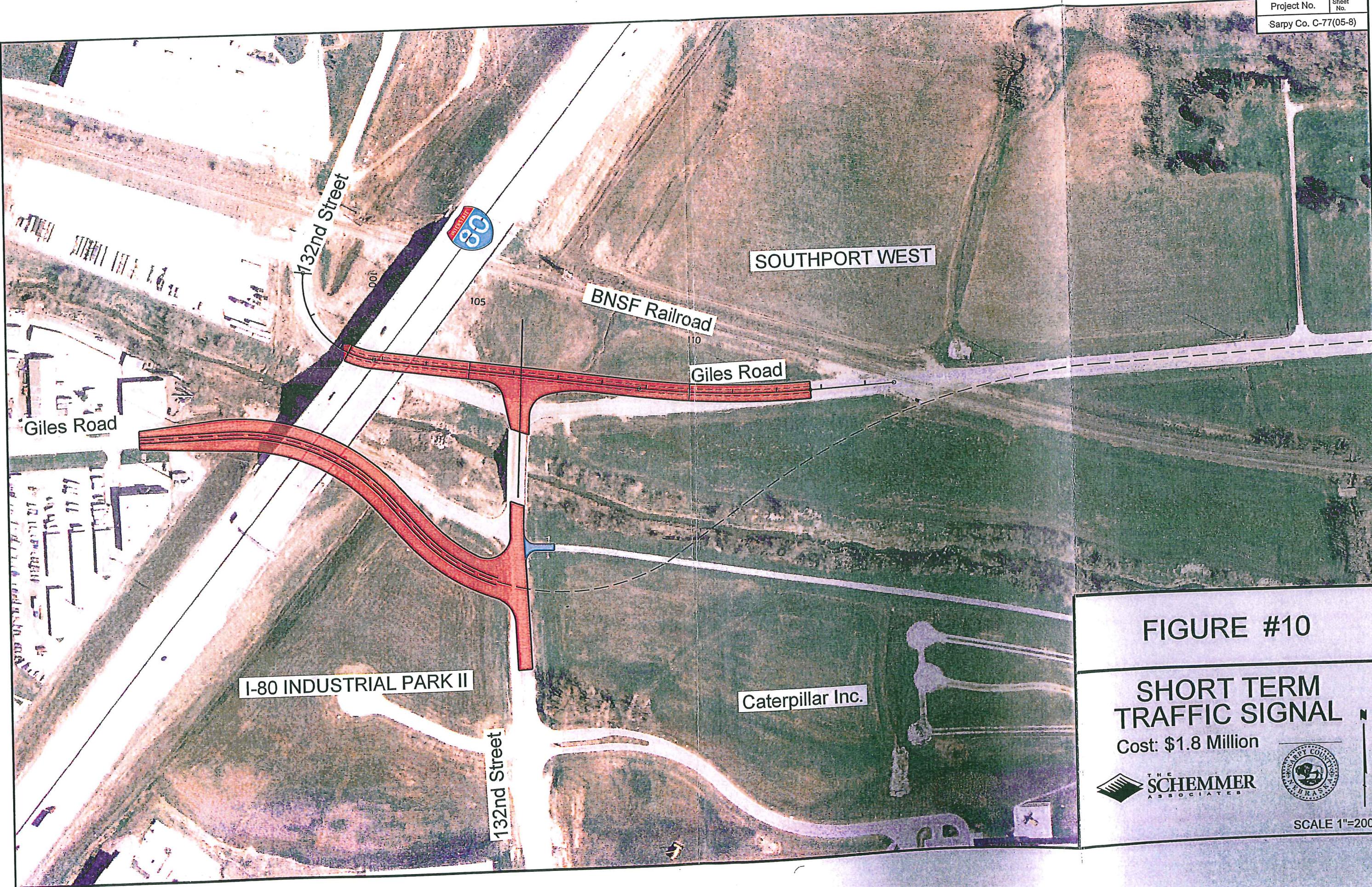
2009 - 2013

# Capital Improvement Plan

Project Name: Southport West -  
Quiet Zone Study



Location Map  
City of La Vista - ETJ



## INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into effective as of the 1<sup>st</sup> day of July, 2008 by and between CITY OF LA VISTA, a Municipal Corporation of the State of Nebraska, hereinafter referred to as "La Vista"; and SARPY COUNTY of the State of Nebraska, hereinafter referred to as "Sarpy County" or "County".

### WITNESSETH

WHEREAS, La Vista and Sarpy County are desirous of entering into mutually beneficial endeavors to improve the intersection of West Giles Road and 132<sup>nd</sup> Street and adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings, which locations are in Sarpy County and the extraterritorial jurisdiction of La Vista; and,

WHEREAS, there are three separate components to the improvements, with the first and second phases to be undertaken pursuant to this Interlocal Agreement. Phase 1 shall consist of railroad crossing improvements shown on Exhibit "A". Phase 2 shall consist of interim reconstruction of the intersection of 132<sup>nd</sup> Street and West Giles Road as shown on Exhibit "B". Phase 3 shall consist of long term improvements to the intersection of 132<sup>nd</sup> Street and West Giles Road as shown on Exhibit "C"; and,

WHEREAS, Phase 1 does not include any federal funding assistance, but is conditioned upon participation by adjacent landowners and/or developers; and,

WHEREAS, Phase 2 is to be funded at least 80 percent by the Federal Highway Administration and not in excess of 20 percent by the parties to this Interlocal Agreement; and,

WHEREAS, Phase 2 of this project shall be known by the Sarpy County Project number assigned to it; and,

WHEREAS, Phase 3 is to be funded at least 80 percent by the Federal Highway Administration and not in excess of 20 percent by the parties to this Interlocal Agreement; and,

WHEREAS, all entities desire to describe and define the project, phases, work and responsibilities of the project to enable them to jointly undertake the project in the manner described as follows.

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

1. This Agreement is made pursuant to the Interlocal Cooperation Act §13-801, *et seq.* (Reissue 1997). This contract shall expire upon the performance of all the obligations of the parties as described herein. There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be

established.

2. Sarpy County hereby delegates authority to La Vista to contract with an engineering consultant of its choice for the improvements in Phase 1. La Vista shall be responsible to arrange for design, construction and oversight of all Phase 1 improvements. Sarpy County shall have the right, but not the obligation, to inspect the work at any time at its sole cost. La Vista shall be responsible for making the initial payments for design and construction and Sarpy County shall reimburse La Vista for its share of such expenditures incurred before, on or after the effective date of this Agreement above, commencing no earlier than July 1, 2008, and at monthly intervals thereafter upon requests for reimbursements from La Vista. Sarpy County will reimburse La Vista for its share of such costs no later than 30 days after its invoice is received. The total estimated costs of Phase 1 and the participation by each party to this Agreement is set forth in Exhibit "A". A party shall not be obligated to pay in excess of the amount of actual costs allocated to it in accordance with the percentages set forth in Exhibit "A" unless authorized in advance by the party in writing. La Vista shall provide the Project Manager and shall interpret and construe the plans, specifications, designs, and any addenda to those documents. All of the work undertaken for the Phase 1 improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work is in accordance with the Phase 1 contract documents.
3. Sarpy County shall serve as the lead agent for Phase 2 design, construction and payment. The County shall select a consultant for the preparation of plans and specifications for the Phase 2 improvements in accordance with the applicable Nebraska Department of Roads Guidelines for Consultant Selection on projects involving federal funding assistance. The County shall take bids and enter into contracts as necessary to complete the construction of the Phase 2 improvements; provided, however, that the County shall not solicit bids until the City and County receive written notice that federal funds have been approved for said improvements. The County shall inspect the work performed and make payments of the costs of the Phase 2 improvements on a regular basis as such costs are incurred. Sarpy County shall bill La Vista on a monthly basis for reimbursement of its share of such costs. La Vista will pay a bill no later than 30 days after an invoice is received. La Vista shall have the right, but not the obligation, to inspect the work at any time at its sole cost. The County shall be responsible for all real and personal property acquisitions required to construct the Phase 2 improvements. The Sarpy County Surveyor shall be the Project Manager and shall interpret and construe the plans, specifications, designs, and any addenda to those documents. All of the work undertaken for the Phase 2 improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work is in accordance with the Phase 2 contract documents. Sarpy County may, with the approval of La Vista, engage the services of a consultant to perform the duties of Project Manager.
4. Federal assistance is presently available for the Phase 2 improvements and these

improvements shall be constructed by October 1, 2010. The total estimated costs of Phase 2 and the participation by each party to this Agreement are set forth in Exhibit "B". A party shall not be obligated to pay in excess of the amount of actual costs allocated to it in accordance with the percentages set forth in Exhibit "B" unless authorized in advance by the party in writing.

5. The estimated costs of Phase 3 and the participation by each party to this Agreement are set forth in Exhibit "C". Upon completion of Phase 2 improvements, the City and County will cooperate and work in good faith to secure federal funding and implement Phase 3 improvements in substantially the same manner as Phase 2 improvements. If federal funding becomes available for Phase 3 improvements, the parties agree to enter an addendum to this Agreement or another interlocal cooperation agreement setting forth their relative responsibilities with respect to said improvements.
6. Notwithstanding anything in this Agreement to the contrary, if the specified level of federal assistance for Phase 2 improvements has not become available within 5 years after the last date this Agreement is executed below, the parties shall meet and decide whether or not to proceed with said phase. To proceed under such circumstances shall require the written agreement of both parties.
7. Any contribution or cost sharing by local property owners and/or developers in Phase 1 improvements shall be the responsibility of La Vista to obtain. In the event the local property owners and/or developers do not agree to participate, then neither Sarpy County or La Vista shall be obligated to proceed with Phase 1 improvements under this Interlocal Agreement.
8. Sarpy County shall coordinate with, and obtain agreements and participation of, all public and private bodies, entities and persons as necessary or advisable for Phase 2. Sarpy County further shall notify and obtain consent of La Vista at least two weeks before any street or part of a street is at any time proposed to be in any manner closed, or traffic rerouted, diverted, restricted or otherwise affected.
9. It is the mutual desire and intention of the parties that the public improvements shall be completed as expeditiously as possible. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of the work contemplated by this Agreement as expeditiously as possible. Not in limitation of the foregoing, the parties agree to cooperate and take such actions as necessary to expedite the application and request for federal funding for Phase 2 and obtain the same as quickly as possible after this Agreement is executed, it being understood that, with regard to applying for and obtaining federal funding, time is of the essence.
10. Plans, specifications, and updated cost estimates for Phase 1 or Phase 2 improvements shall be presented to each of the parties to this Agreement for their review and approval before construction bids are advertised; which approval and any other approval provided

for elsewhere in this Agreement shall not be unreasonably withheld. Construction documents shall be subject to review and approval of each party, as well. All construction and work shall be performed and carried out in strict accordance with the approved plans, specifications and other documents, as well as all applicable laws, rules and regulations, and all contractors hired to perform work shall be required to guarantee the work against all defects for a period of at least two years after final acceptance and at its sole cost and expense correct any defects arising within said warranty period. Each party shall have the right to separately or jointly assert and enforce any warranty or other right or requirement with respect to any of the work. Upon final completion, testing, certification and acceptance of the work, each party shall be provided a complete copy of all warranties, test results, certifications and any other documents related to the work as from time to time requested. All documents and records related to each phase of the work shall be maintained for at least five years after completion of the work related to that phase.

11. This Agreement shall remain in effect until all of the phases of the improvements have been completed, paid for and accepted, unless earlier terminated by the written agreement of both parties; provided, however that any provision hereof requiring any warranty, or requiring any document retention or maintenance with regard to the work or any other performance beyond the end of this Agreement, shall continue in effect and survive after this Agreement terminates. Amendments hereto shall be made in writing adopted and executed by both parties.
12. Attached as Exhibit "D" is a map of the Project area, showing the area of the Project currently within the corporate limits of the City. The area of the Project not currently within the corporate limits is designated on Exhibit "D" as "Area A." If a Phase 1 or 2 of the improvements provided by this Agreement is completed, and within 5 years thereafter the City exercises its powers of annexation so as to include within the corporate limits of the City, either directly or by operation of law, any portion of said Area A that includes improvements of said phase as depicted in the Exhibits attached hereto, City shall reimburse County for the County's share of project costs that the County paid under this Agreement with respect to said phase. Said reimbursement shall be the same proportion of the County's said paid cost under this Agreement for said phase as the proportion of Area A that is annexed within 5 years after said phase is completed. If, at any time after the execution of this Agreement and prior to the completion of a particular improvement pursuant to this Agreement as depicted in Exhibit A or B attached hereto, the City exercises its powers of annexation, so as to include within the corporate limits of the City, either directly or by operation of law, any portion of Area A that does or is scheduled to contain said improvement, the County shall have no obligation to participate in the cost of said improvement; provided, however:
  - a. At the election of City, County shall complete any such improvement for which County is designated in this Agreement as the lead agent;
  - b. County shall facilitate and cooperate in transitioning to the City all work,

documents and funding related to any such improvement for which County is designated in this Agreement as the lead agent and the City elects to assume the lead agent role and complete;

- c. County shall continue to act as fiscal agent for any federal funding that has been secured or awarded to it for such improvement if such fiscal agent responsibilities cannot be easily transferred to the City; and
- d. County shall continue to cooperate with the City to retain, secure or obtain any federal funding or complete any improvements specified in this Agreement.

If possible, any federal funding shall be secured and obtained in the names of the City and County as authorized alternative payees and fiscal agents, and all agreements entered by the County with respect to the improvements shall be assignable to the City.

- 13. The maintenance of the improvements constructed under this Agreement shall be the responsibility of the agency within whom's jurisdiction the improvements are located.
- 14. The parties to this Agreement shall not in the performance of the terms of this contract discriminate or permit discrimination against any parties on account of race, national origin, sex, age, disability, or political or religious affiliations in violation of federal or state laws or local ordinances.
- 15. Drug Free Policy. Each party provides assurance that it has established and maintains a drug free workplace policy.
- 16. This Agreement shall be subject to approval of the governing body of each party.
- 17. Each party shall designate a person to be its primary point of contact for purposes of the party's administration of this Agreement, in addition to any other designation provided herein. The initial point of contact for each party shall be:

For Sarpy County:

County Administrator  
Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

For La Vista:

City Administrator  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

- 18. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all parties.
- 19. Nebraska law shall govern this Agreement in all respects.

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

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate below.

CITY OF LA VISTA, Nebraska

SARPY COUNTY, Nebraska

By \_\_\_\_\_  
Mayor

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

ATTEST:

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

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

By \_\_\_\_\_  
Chairman, County Board

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

ATTEST:

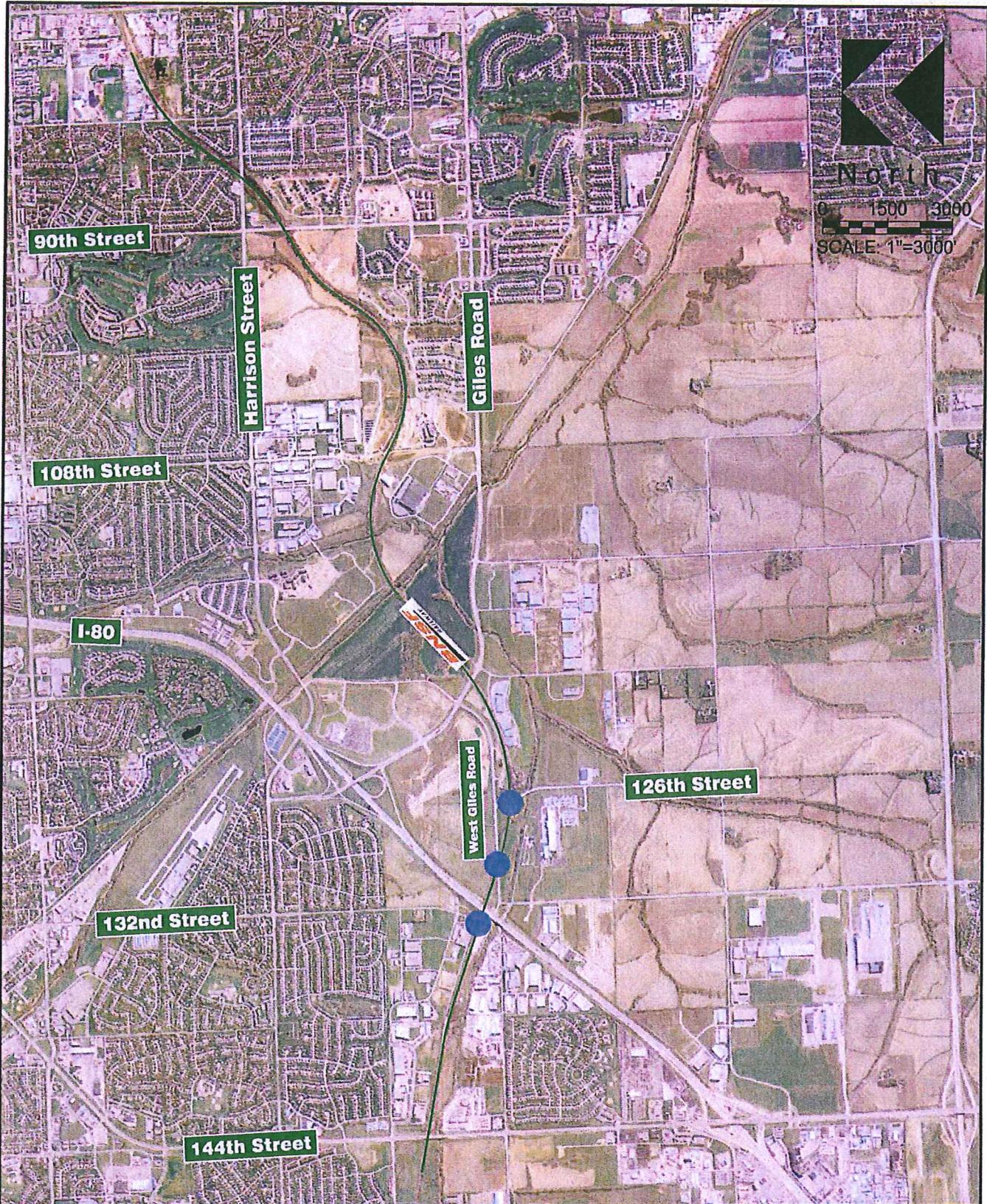
\_\_\_\_\_  
County Clerk

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

Approved as to form: \_\_\_\_\_  
County Attorney

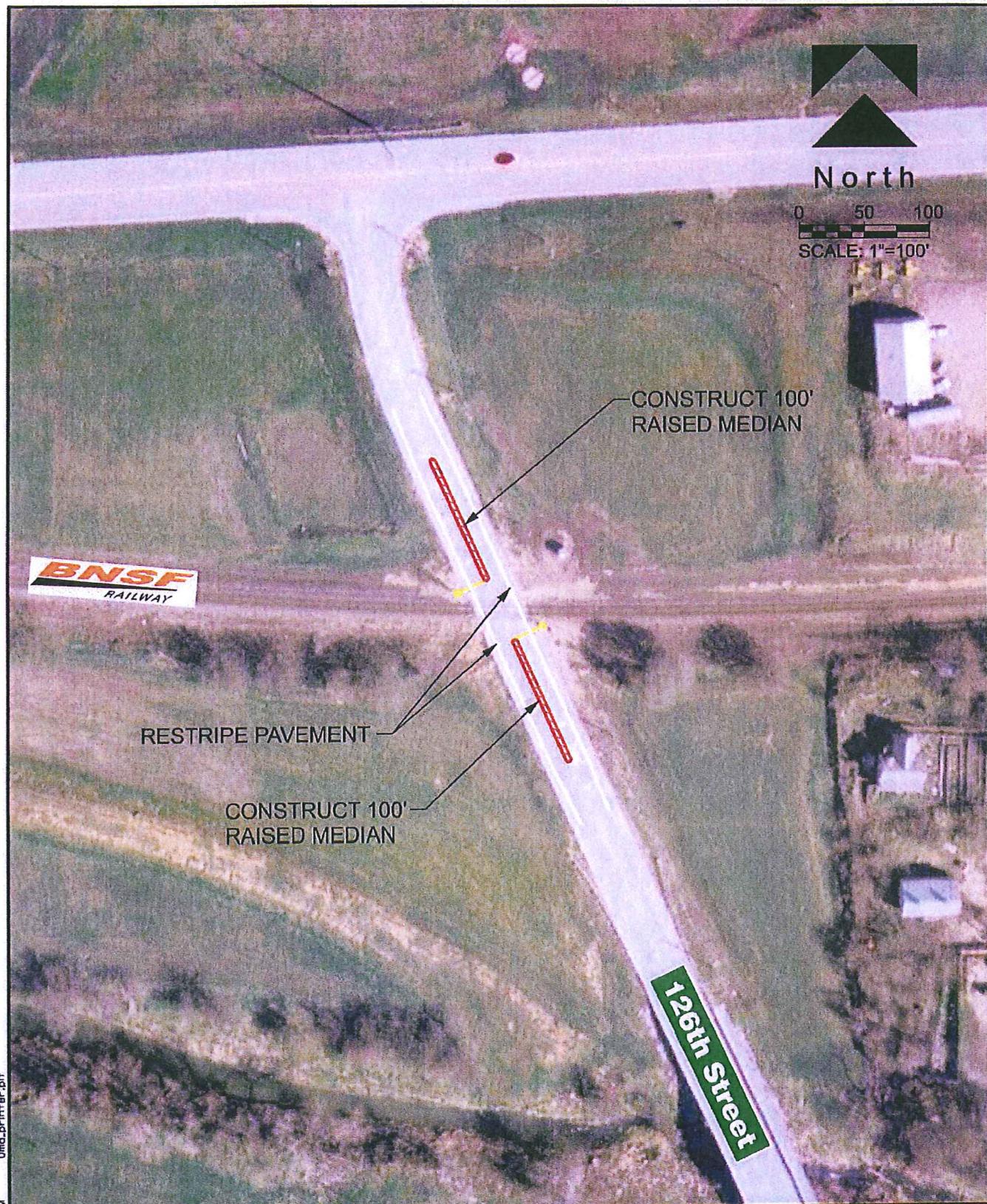
Date: \_\_\_\_\_

*(ATTACH FINAL EXHIBITS A THROUGH D  
IN FORM AND CONTENT SATISFACTORY  
TO PARTIES BEFORE AGREEMENT IS  
FINALIZED FOR APPROVAL AND EXECUTION)*



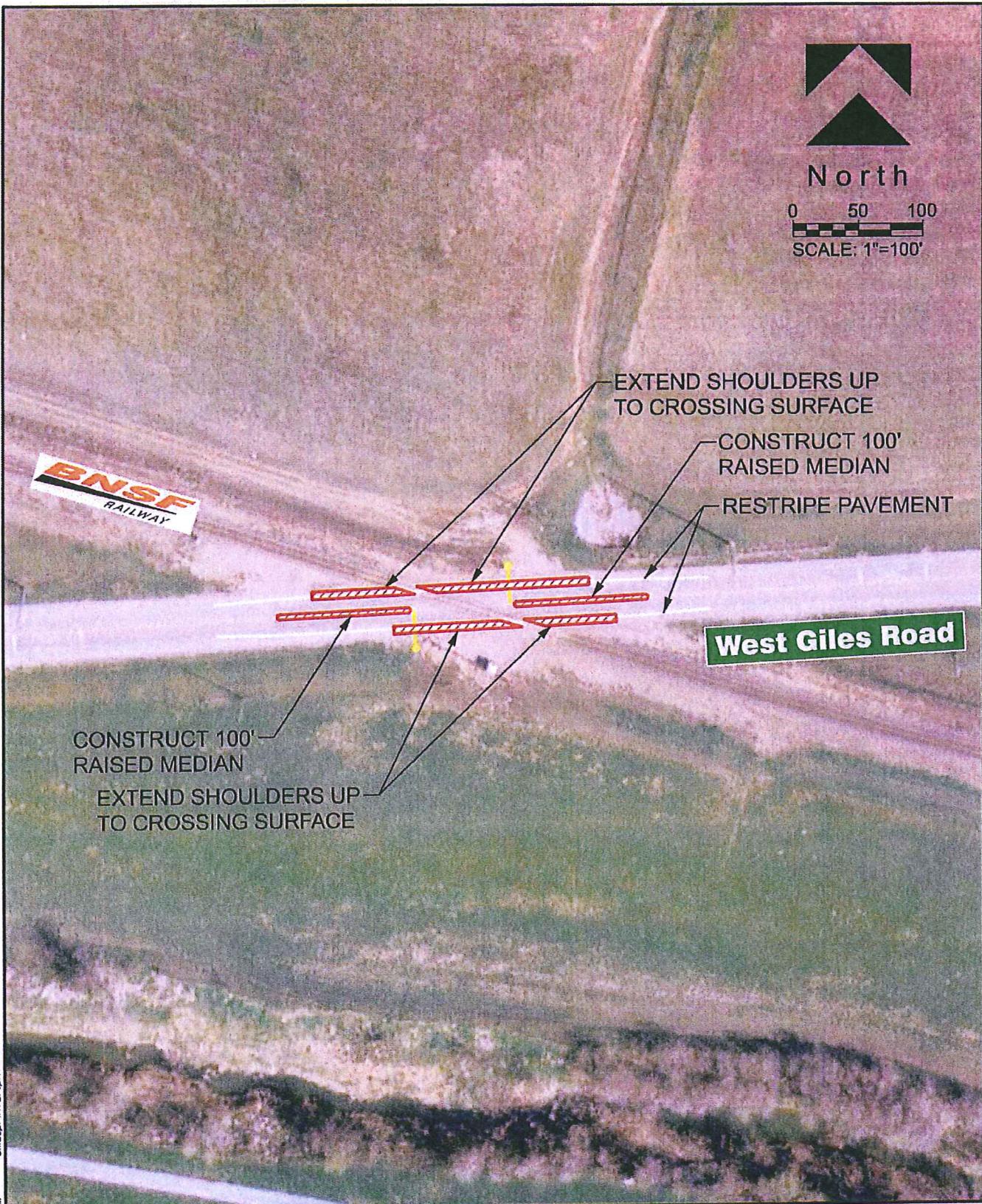
BNSF Quiet Zone  
LaVista, Nebraska

Figure 1  
Study Location Map



BNSF Quiet Zone  
LaVista, Nebraska

Figure 5  
126th Street  
Raised Median Option



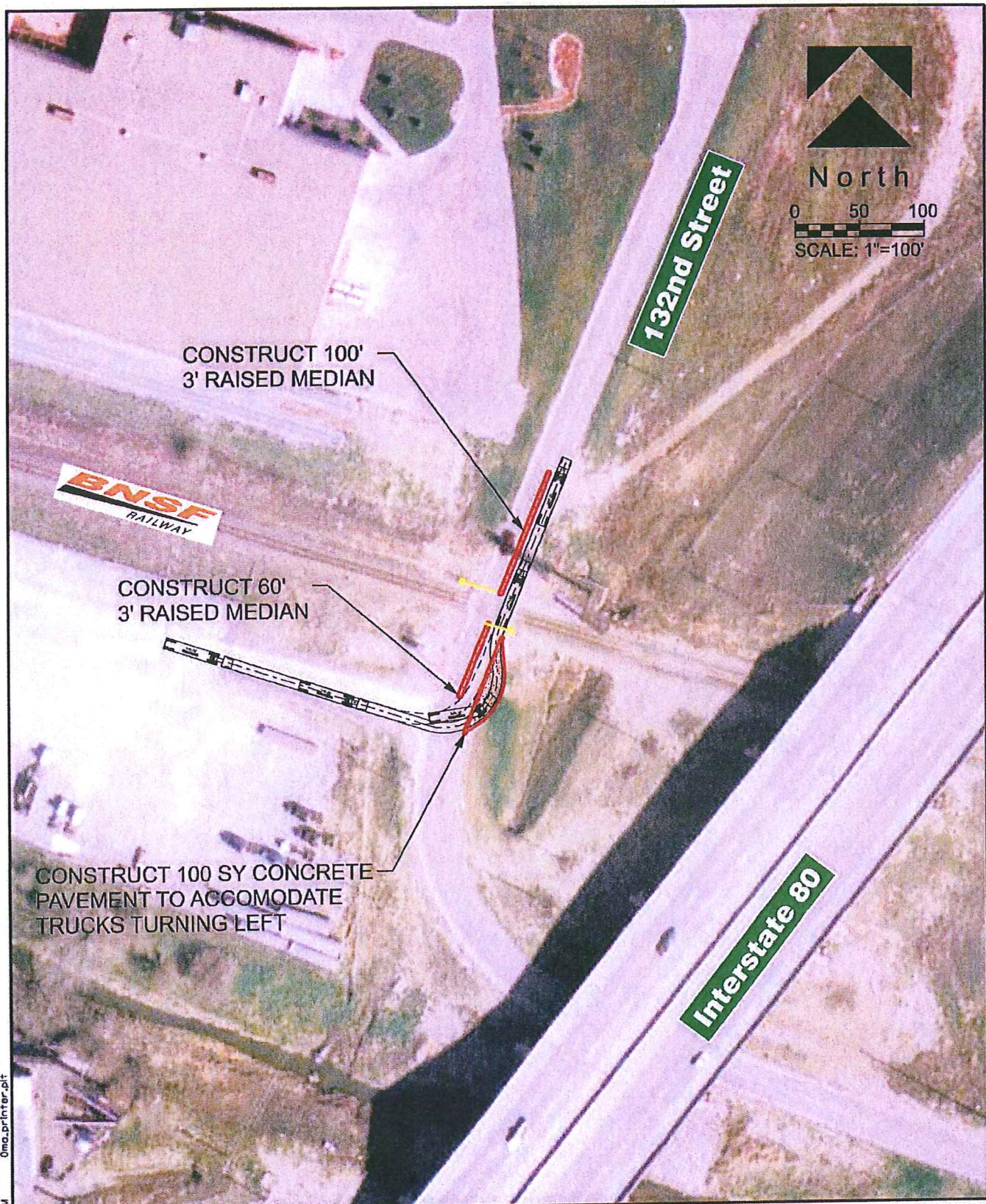
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B44556 AM  
10/4/2007



FELSBURG  
HOLT &  
ULLEVIG

BNSF Quiet Zone  
LaVista, Nebraska

Figure 7  
West Giles Road  
Raised Median Option



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FELSBURG  
HOLT &  
ULLEVIG

BNSF Quiet Zone  
LaVista, Nebraska

Figure 9  
132nd Street  
Raised Median Option

## PHASE 1 - RAILROAD CROSSING IMPROVEMENTS

### ESTIMATED COSTS:

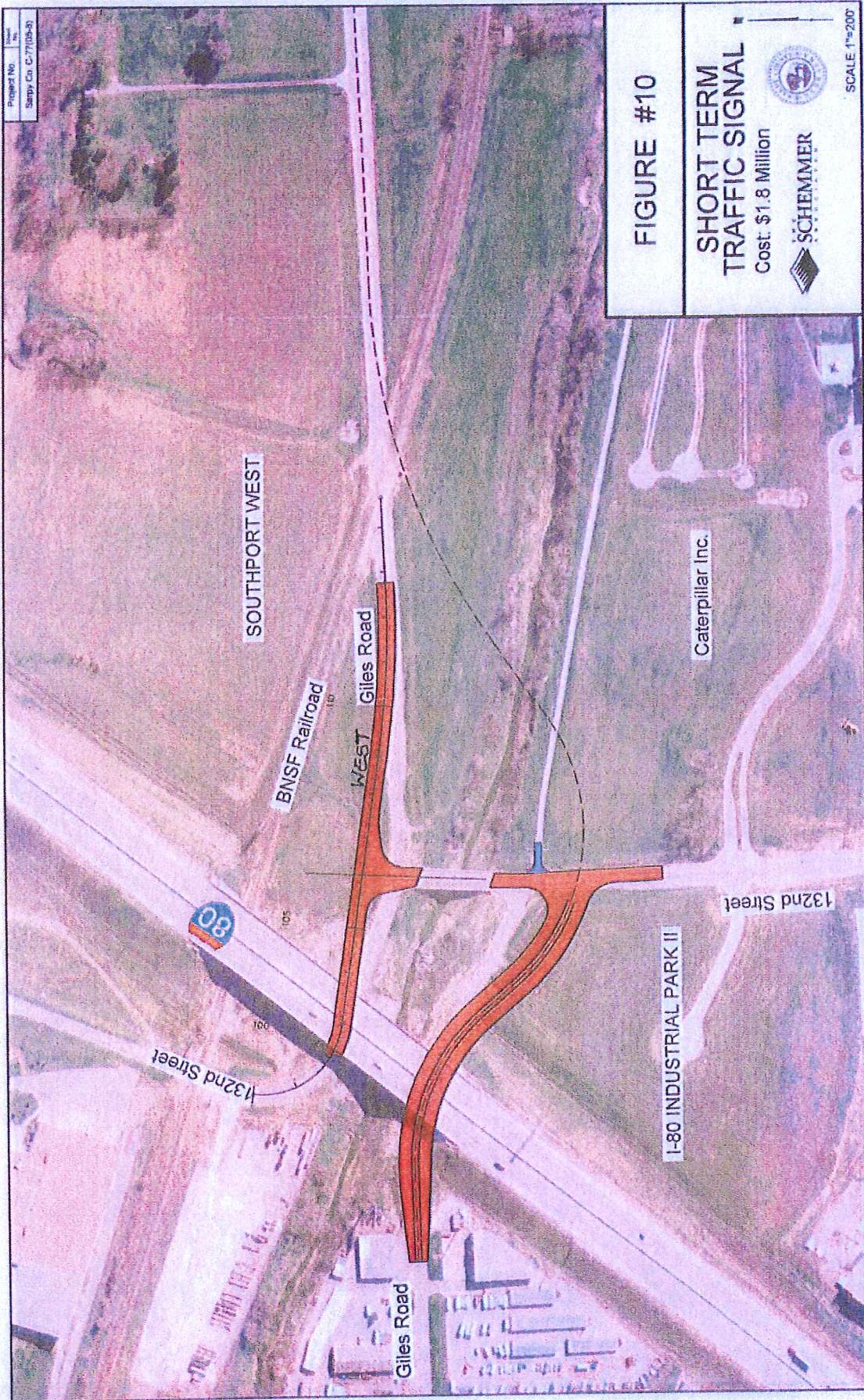
|   |           |
|---|-----------|
| 1. Quiet Zone Study   | \$ 9,500  |
| 2. Constant Warning Circuitry Upgrade, W. Giles Crossing      | \$114,395 |
| 3. Construct Raised Medians At 126 <sup>th</sup> St. Crossing | \$ 25,100 |
| 4. Construct Raised Medians At W. Giles Crossing              | \$ 30,600 |
| 5. Construct Raised Medians At 132 <sup>nd</sup> St. Crossing | \$ 28,600 |
| 6. Survey, Design & Const. Phase Services                     | \$ 26,550 |
| 7. Legal Fees   | \$ 3,500  |
|   | _____     |
| Total Estimated Costs   | \$238,245 |

### ALLOCATION OF COSTS:

City of La Vista to recover from  
Property Owners and/or Developers \$114,395  
(Constant Warning Circuitry costs to BNSF, Item 2)

City of La Vista \$ 61,925  
(50% of Items 1 and 3 through 7)

Sarpy County \$ 61,925  
(50% of Items 1 and 3 through 7)



132<sup>ND</sup> & W. GILES INTERLOCAL AGREEMENT

EXHIBIT "B" PG. 1 OF 3

12/5/2006

Giles Road @ 132nd St.  
Sarpy County Project Number: C-77 (05-8)  
TSA Project Number: 05040.001

Preliminary Project Cost Estimate

| <b><u>Short Term Traffic signals</u></b> | <b>Quantity</b> | <b>Unit</b> | <b>Unit Cost</b>   | <b>Total</b>       |
|--|-----------------|-------------|--------------------|--------------------|
| Paving                                   | 14,150          | Sq Yd       | \$33               | \$466,950          |
| Bridge                                   | 0               | Sq Ft       | \$75               | \$0                |
| Earthwork                                | 25,000          | Cu Yd       | \$4                | \$100,000          |
| Misc. for Conc. Paving                   | 1,900           | Lin Ft      | \$25               | \$47,500           |
| Misc. for Grading                        | 1,900           | Lin Ft      | \$35               | \$66,500           |
| Misc. for Drainage                       | 1,900           | Lin Ft      | \$85               | \$161,500          |
| Remove Bridge                            | 0               | Each        | \$60,000           | \$0                |
| Bridge Approach Slabs                    | 0               | LS          | \$100,000          | \$0                |
| MSE Wall at I 80                         | 5,390           | Sq Ft       | \$35               | \$188,650          |
| Relocate Power Pole (Special)            | 1               | Each        | \$100,000          | \$100,000          |
| Traffic Signals                          | 2               | Each        | \$90,000           | \$180,000          |
| Railroad Crossing                        | 0               | Each        | \$375,000          | \$0                |
|  |                 |             |                    | <u>\$1,311,100</u> |
| Const. Eng. (8%)                         | \$104,888       |             | E+C                | <u>\$235,998</u>   |
| Contingency (10%)                        | \$131,110       |             | Construction + E&C | <u>\$1,547,098</u> |
| Engineering (10%)                        | \$131,110       |             |                    |                    |
| Utilities (2.9%)                         | \$38,022        |             | E + Util. + ROW    | <u>\$238,828</u>   |
| R.O.W. =                                 | \$69,696        |             |                    |                    |
| Est. 0.8 Acres @ \$87,120 per acre       |                 |             | Estimated Cost =   | <u>\$1,785,926</u> |

**Portion To Remain for Ultimate Design (Credit) Single Point Alternative**

See Page 4

Estimated Credit = \$1,049,679

**Portion To Remain for Ultimate Design (Credit) 2 Intersection Alternative**

See Page 4

Estimated Credit = \$918,779

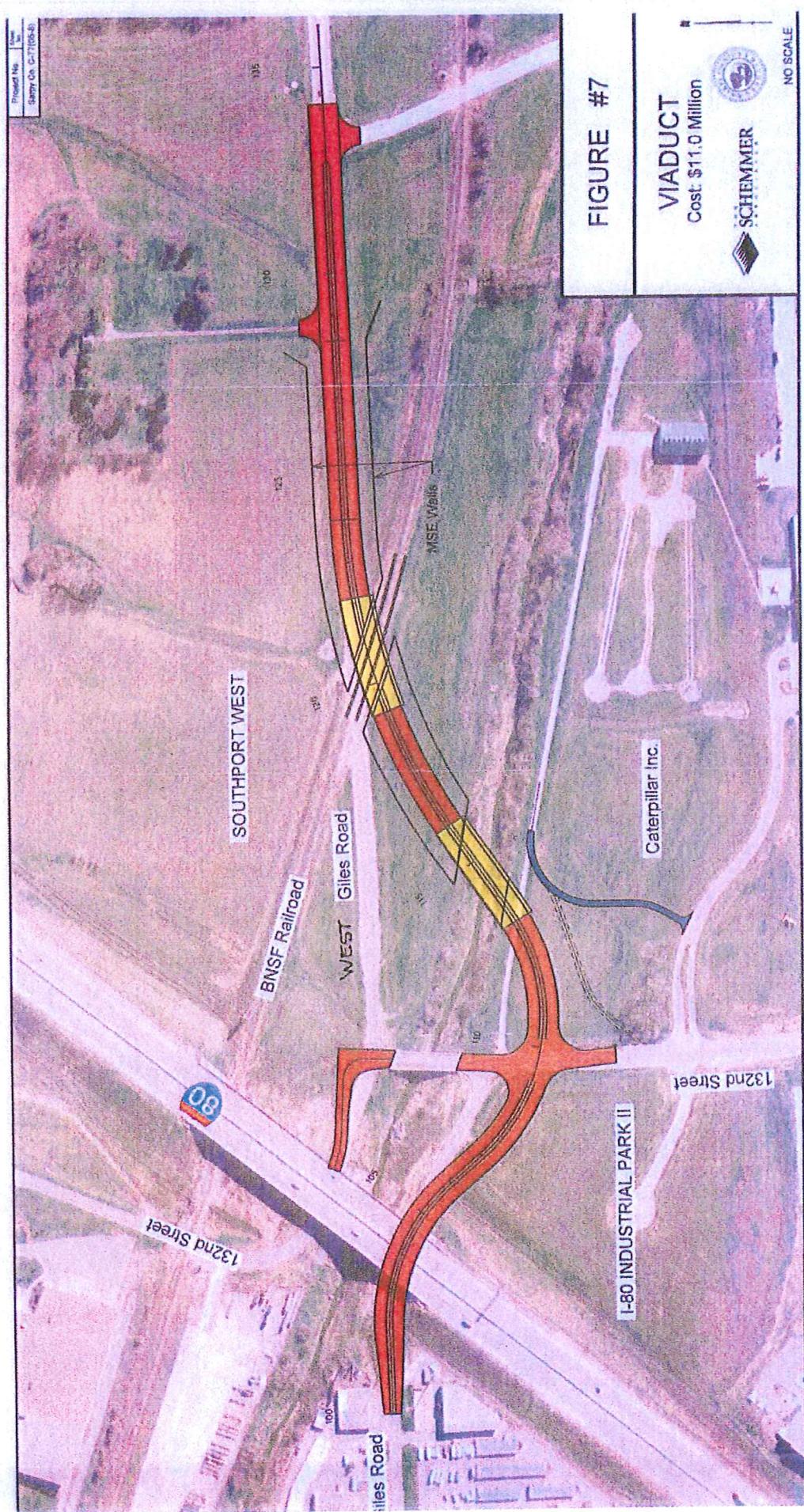
PHASE 2 – SHORT TERM IMPROVEMENTS – 132<sup>ND</sup> ST. & W. GILES ROAD

ESTIMATED COSTS:

As shown on Page 2 of Exhibit "B" the total estimated costs for the Short Term Improvements (aka "Interim Improvements") are \$1,785,926. Rounded off, use a cost of \$1,800,000.

ALLOCATION OF COSTS:

|                                |             |       |
|--------------------------------|-------------|-------|
| Federal Highway Administration | \$1,440,000 | (80%) |
| City of La Vista               | \$ 180,000  | (10%) |
| Sarpy County                   | \$ 180,000  | (10%) |



Giles Road @ 132nd St.  
Sarpy County Project Number: C-77 (05-8)  
TSA Project Number: 05040.001

12/5/2006

| <u>Viaduct</u>                     |            | Quantity  | Unit             | Unit Cost | Total  |
|------------------------------------|------------|-----------|------------------|-----------|--|
| Paving                             |            | 23,100    | Sq Yd            | \$33      | \$762,300  |
| Bridge Over Papio                  | 235' x 80' | 19,000    | Sq Ft            | \$75      | \$1,425,000                                      |
| Bridge Over BNSF                   | 125' x 80' | 10,000    | Sq Ft            | \$100     | \$1,000,000                                      |
| Earthwork (w/ Walls 74' Lt/Rt)     |            | 331,000   | Cu Yd            | \$4       | \$1,324,000                                      |
| Misc. for Conc. Paving             |            | 3,700     | Lin Ft           | \$25      | \$92,500   |
| Misc. for Grading                  |            | 3,700     | Lin Ft           | \$35      | \$129,500  |
| Misc. for Drainage                 |            | 3,700     | Lin Ft           | \$85      | \$314,500  |
| Remove Bridge                      |            | 0         | Each             | \$60,000  | \$0  |
| Bridge Approach Slabs              |            | 2         | LS               | \$100,000 | \$200,000  |
| MSE Wall at I-80                   |            | 5,390     | Sq Ft            | \$35      | \$188,650  |
| MSE Walls Rail Road                |            | 64,000    | Sq Ft            | \$35      | \$2,240,000                                      |
| Relocate Power Pole (Special)      |            | 1         | Each             | \$100,000 | \$100,000  |
| Traffic Signals                    |            | 1         | Each             | \$90,000  | \$90,000   |
| Railroad Crossing                  |            | 0         | Each             | \$375,000 | \$0  |
|                                    |            |           |                  |           | \$7,866,450                                      |
| Const. Eng. (8%)                   |            | \$629,316 | E+C              |           | <u>\$1,415,961</u>                               |
| Contingency (10%)                  |            | \$786,645 |                  |           | <u>Construction + E&amp;C</u> <u>\$9,282,411</u> |
| Engineering (10%)                  |            | \$786,645 |                  |           |  |
| Utilities (2.9%)                   |            | \$228,127 | E + Util. + ROW  |           | <u>\$1,729,156</u>                               |
| R.O.W. =                           |            | \$714,384 |                  |           |  |
| Est. 8.2 Acres @ \$87,120 per acre |            |           | Estimated Cost = |           | <u>\$11,011,567</u>                              |

Notes:

Lighting, Signing, Guard Rail, Phasing etc. not included in estimate.  
Misc. for Conc. Paving includes items such as subgrade prep., water, shoulder constr. and mobilization  
Misc. for Grading includes items such as removals, general clear & grub., erosion control and mobilization  
Misc. for Drainage includes items such as storm sewer, culverts and mobilization  
RR X-ing Est. signalized w/gates 4-lane divided \$350,000 to \$450,000 per NDOR/Abe Anshasi 2/8/06

## PHASE 3 – LONG TERM IMPROVEMENTS – 132<sup>ND</sup> ST. & W. GILES ROAD

### ESTIMATED COSTS:

As shown on Page 2 of Exhibit "C" the total estimated costs for the Long Term Improvements (aka "Interim Improvements") are \$11,011,567. Assuming that the Short Term Improvements are constructed first, then there would be a credit against the Long Term Improvement Costs for the portion of the Short Term Improvements that can be left in place or salvaged. This estimated credit is \$1,049,679. The net cost of the Long Term Improvements is then \$9,961,888. Round off, use a cost of \$10,000,000.

### ALLOCATION OF COSTS:

|                                |           |
|--------------------------------|-----------|
| Federal Highway Administration | (80%-90%) |
| City of La Vista               | (5-10%)   |
| Sarpy County                   | (5-10%)   |

Note: Funding levels by FHWA may be lower than shown depending on NDOR policy requirement to close two at-grade railroad crossings in conjunction with funding an overpass project.

# 132nd & Giles

- Half Mile Buffer
- ETJ
- Current City Limits

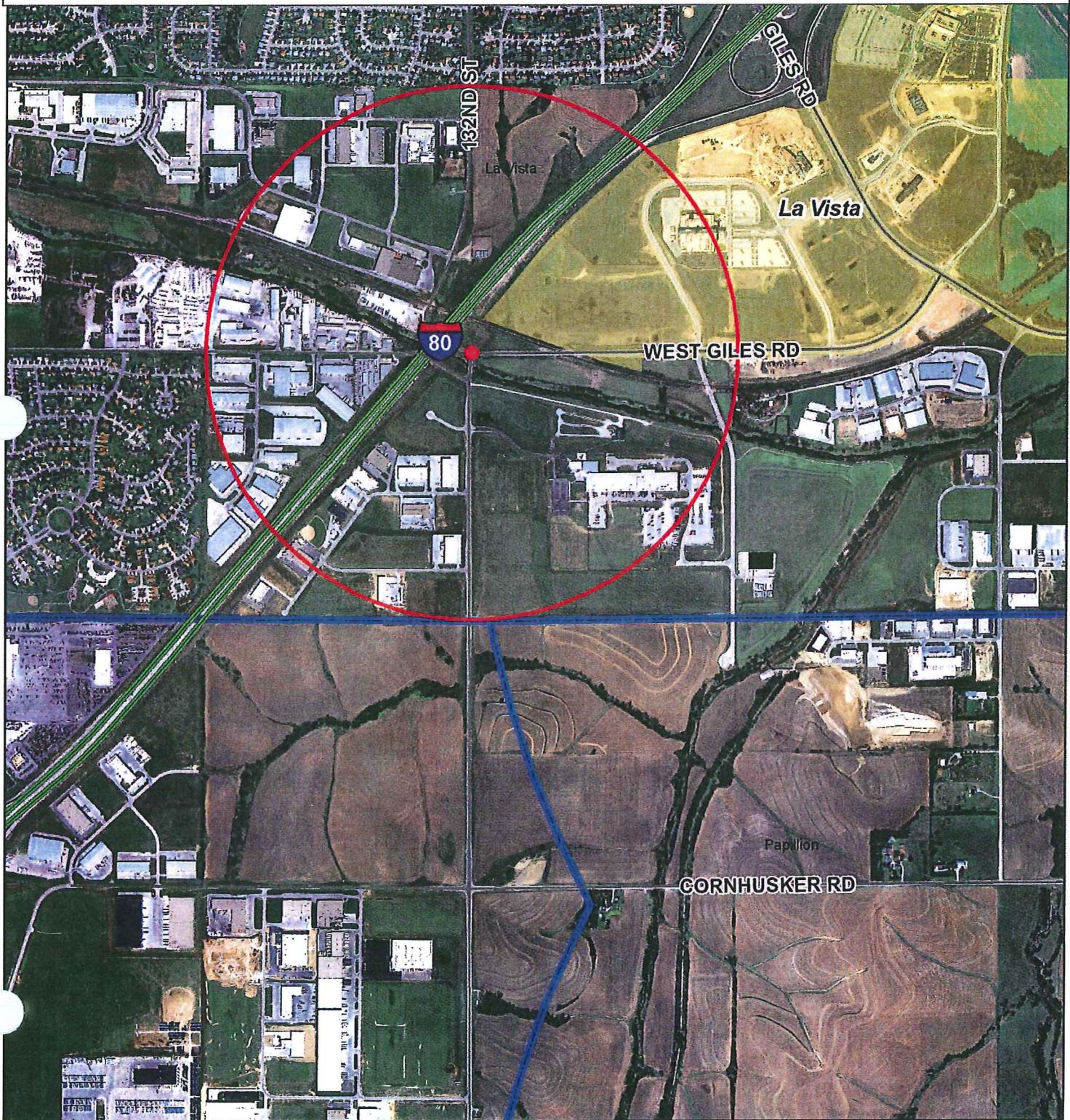


Exhibit "D"

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE APPLICATION FOR ADDITION TO CLASS I LIQUOR LICENSE 41459 FOR PREMISE-RECONSTRUCTION FOR SWIZZLE STIX LOUNGE INC DBA LA VISTA KENO, LA VISTA, NEBRASKA.

WHEREAS, Swizzle Stix Lounge Inc dba La Vista Keno, 7101 S. 84<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their liquor license, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application to change the description of the new license to read "One story building approx 100 x 160 including sidewalk café approx 17 x 120, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the application for addition to premise-reconstruction submitted by Swizzle Stix Lounge Inc dba La Vista Keno, 7101 S. 84<sup>th</sup> Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER 2008.

CITY OF LA VISTA

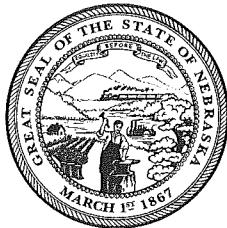
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**Dave Heineman**  
Governor

## STATE OF NEBRASKA

### NEBRASKA LIQUOR CONTROL COMMISSION

**Robert B. Rupe**

*Executive Director*

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

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

November 25, 2008

City Clerk of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

RE: Addition to Premise/Reconstruction for License Class I 41459

Dear Clerk:

The licensee Swizzle Stix Lounge Inc DBA La Vista Keno located at 7101 S 84 Street, La Vista, NE 68128 (Sarpy County) has requested an addition to premise/reconstruction. (See Attached Diagram). The description for the new license will be read as follows unless changed by State Patrol: **One story irregular shaped building approx 100 x 160 including sidewalk café approx 17 x 120.**

Please review the enclosed description diagram and present this reconstruction to premise request to the Council for consideration and return the results to the Nebraska Liquor Control Commission office. If you should have any questions, please feel free to give me a call at (402) 471-4881.

Sincerely,

A handwritten signature in black ink that reads "Jackie B. Matulka".

Jackie B. Matulka  
Licensing Division

Enclosure  
pc: File

**Rhonda R. Flower**  
*Commissioner*

**Bob Logsdon**  
*Chairman*

**Robert Batt**  
*Commissioner*

## APPLICATION FOR ADDITION TO LIQUOR LICENSE

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

Office Use

RECEIVED

NOV 18 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

JM

**Application:**

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

LIQUOR LICENSE #

41459 1

done  
corp name change 11-20-08

LICENSEE NAME

La Vista Keno, Inc.

Swizzle Stix Lounge Inc

TRADE NAME

La Vista Keno

PREMISE ADDRESS

7101 South 84th Street

CITY

La Vista, Nebraska 68128

Sarpy County

CONTACT PERSON

Richard T. Bellino

PHONE NUMBER OF CONTACT PERSON

(402) 339-1606

**Complete the following questions:**

1) Are you adding on to your building?  Yes  No

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

2) Are you adding an outdoor area?  Yes  No

**If an outdoor area (check one of the following)**

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

Bus 21714  
1-11-08

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

What type of permanent fencing will you be using?

A permanent cement wall with a height of four (4) to five (5)

feet.

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

RICHARD T BELL FYO PRESIDENT LAVITA KENDRICK

Print Name of Signature

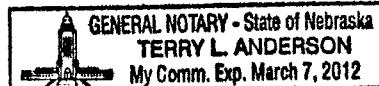
Richard T Bell

Signature of Licensee or Officer

State of Nebraska

County of Douglas

The forgoing instrument was acknowledged before  
me this 6th day of November, 2008  
Date



Terry L. Anderson  
Notary Public Signature

Affix Seal Here

La Vista Keno  
7101 South 84th Street  
La Vista, NE 68128-2128

22-141 50 SHEETS  
22-142 100 SHEETS  
22-144 200 SHEETS



EXISTING  
BAR

EXISTING  
KENO

NEW  
SIDEWALK

NEW  
CAFE

NEW BAR  
52'

STORAGE  
& COOLER

Keno  
40'

104 FOOT



**LaVista Keno, Inc.**  
7101 South 84<sup>th</sup> Street  
LaVista, NE 68128  
(402) 339-1606

**RECEIVED**

**NOV 13 2008**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

November 6, 2008

Nebraska Liquor Commission  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, NE 68509-5046

Re: Addition to Liquor License # 41459

Dear Liquor Commission:

This correspondence is offered as explanation for the enclosed Application for Addition to Liquor License and the sketch attached thereto.

The current licensee of Liquor License # 41459 is LaVista Keno, Inc. I am the sole shareholder of LaVista Keno, Inc. For simplicity purposes, this Application is filed contemporaneously with my affidavit supporting the "transfer" of Liquor License # 41459 to Swizzle Stix Lounge, Inc., a sister corporation of LaVista Keno, Inc. of which I am also the sole shareholder.

This Application reflects the proposed addition to the licensed premises which is expected to be completed in the spring of 2009. Pursuant to my affidavit and this Application, Swizzle Stix Lounge, Inc. will become the licensee of both the originally licensed premises, as described on Liquor License # 41459, and upon completion and approval, the addition to the licensed premises reflected in the attached sketch.

Should you need further explanation, please contact me.

Sincerely,

  
Richard T. Bellino  
President, LaVista Keno, Inc.

*new corp info*

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into this 6<sup>th</sup> day of November, 2008, by and between LAVISTA KENO INC., a Nebraska corporation ("Sublessor"), and SWIZZLE STIX LOUNGE, INC., a Nebraska corporation ("Sublessee").

WHEREAS, Sublessor has entered into a Lease Agreement dated March 9, 2005 ("Prime Lease"), whereby Sublessor leases from BELLINO REAL ESTATE, LLC, a Nebraska limited liability company ("Lessor"), the premises located at 7101 South 84<sup>th</sup> Street, LaVista, Nebraska, 68128; Bays 1,2,3 and Bays 10 through 18, comprising approximately 12,000 square feet ("Leased Premises"); and

WHEREAS, Lessor and Sublessor executed a Lease Extension dated November 6, 2008 ("Commercial Lease"), whereby the Prime Lease is extended for a term of Ten (10) years (commencing October 1, 2008 and ending September 30, 2018; and

WHEREAS, it is the desire of the parties to enter into this Sublease providing for the subletting of the Leased Premises by Sublessor to Sublessee.

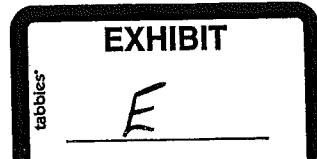
NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Demise. Sublessor shall and does hereby demise to Sublessee the non-exclusive use and possession of the Leased Premises, including all future additions thereto and reconstruction thereof (hereinafter the "Subleased Premises") subject to the terms and provisions of the Prime Lease and the terms and provisions of this Sublease. A sketch of the Subleased Premises is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Term. The term of this Sublease shall commence on this date, November 6, 2008, and shall terminate on September 30, 2013 (the "Initial Term"). Thereafter, this Sublease will automatically be renewed for two consecutive five-year terms, unless either party gives written notice to the other at least sixty (60) days prior to the termination of the Initial term or the first renewal term, advising that the Agreement will not be renewed.

3. Rent. Sublessee shall pay to Sublessor, as rental for the Subleased Premises the sum of Twenty-four Thousand Dollars (\$24,000) annually, payable in advance in monthly installments of Two Thousand Dollars (\$2,000), due and payable on or before the fifth (5th) day of each month beginning on or before December 1, 2008. Rental payments shall be made at Sublessor's address of 7101 South 84<sup>th</sup> Street, LaVista, Nebraska, 68128.

4. Prime Lease. Sublessee shall observe and perform a proportionate share of the responsibilities owed to the Lessor with respect to the Leased Premises under the terms and provisions of the Prime Lease. A copy of the Prime Lease, as amended by the Lease Extension, is attached hereto as Exhibit "B" and incorporated herein by this reference.



5. Assignment and Subletting. Sublessee shall not assign this Sublease or any interest therein, by operation of law or otherwise, and shall not sublet the Subleased Premises or any part thereof without the prior written consent of Sublessor and Lessor.

6. Default. In the event that Sublessee fails or neglects to perform under the provisions of this Sublease or the Prime Lease, then Sublessor may, in addition to any rights of the Lessor or Sublessor under the Prime Lease, after reasonable notice in writing of not less than thirty (30) days, terminate this Sublease Agreement.

7. Entire Agreement. This Sublease contains the entire agreement of the parties with respect to the matters set forth herein. All prior or contemporaneous written or oral understandings are hereby merged into this Sublease. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respect successors and permitted assignees.

8. Amendment. This Sublease may not be modified, altered or amended except by a subsequent written instrument executed by the party against whom such modification, alteration or amendment is sought to be enforced and the prior written consent of the Lessor.

9. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease effective as of the day and year first above written.

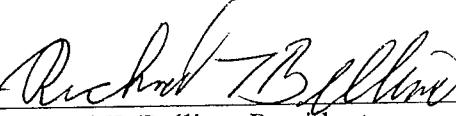
SUBLESSOR:

LAVISTA KENO, INC., a Nebraska corporation,

By:   
Richard T. Bellino, President

SUBLESSEE:

SWIZZLE STIX LOUNGE, INC., a Nebraska corporation,

By:   
Richard T. Bellino, President

### CONSENT TO SUBLEASE AGREEMENT

The undersigned does hereby consent to the subletting of the Leased Premises by LAVISTA KENO, INC. to SWIZZLE STIX LOUNGE, INC., and does hereby approve of, accept, and consent to the terms and provisions contained in the foregoing Sublease Agreement.

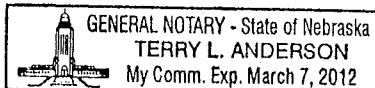
BELLINO REAL ESTATE, LLC, a Nebraska limited liability company,

By:   
Richard T. Bellino, Member

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2008, by Richard T. Bellino, President of LaVista Keno, Inc., a Nebraska corporation d/b/a LaVista Keno, on behalf of the corporation.

WITNESS my hand and notarial seal the day and year last above written.

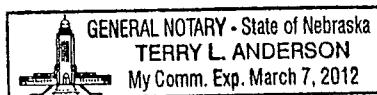


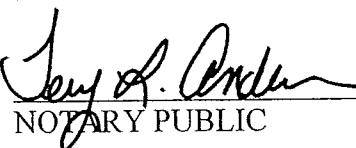
  
NOTARY PUBLIC

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2008, by Richard T. Bellino, President of Swizzle Stix Lounge, Inc., a Nebraska corporation, on behalf of the corporation.

WITNESS my hand and notarial seal the day and year last above written.

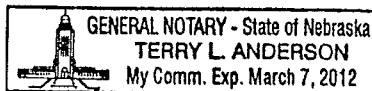


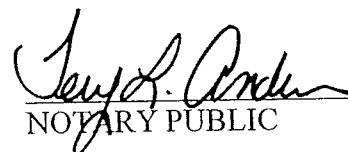
  
NOTARY PUBLIC

STATE OF NEBRASKA      )  
                            )  
                            ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2008,  
by Richard T. Bellino, Member of Bellino Real Estate LLC, a Nebraska limited liability  
company, on behalf of the company.

WITNESS my hand and notarial seal the day and year last above written.



  
\_\_\_\_\_  
NOTARY PUBLIC

La Vista Keno  
7101 South 84th Street  
La Vista, NE 68128-2128

EXHIBIT

A

22-141 50 SHEETS  
22-142 100 SHEETS  
22-144 200 SHEETS



EXISTING  
BAR

EXISTING  
KENO

100 FT.

NEW  
SIDEWALK

NEW BAR  
52'

STORAGE  
& COOLER

NEW  
CAFE

Keno  
40'

17 Foot

104 FOOT

S → Z

NEW PARTY

Room

20 FOOT

30 FOOT

## COMMERCIAL LEASE

This lease is made between BELLINO REAL ESTATE, L.L.C.,  
mailing address: P.O.Box 461059, Papillion, NE 68046 herein called Lessor,  
and La Vista Keno, Inc., herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of La Vista, County of Sarpy, in the State of Nebraska, described as 7101 S 84 St # 15,16,17,18 (approx 4000sf), upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of ten ( 10 ) years, commencing October 1, 2008, and terminating on September 31, 2018 or sooner as provided herein at the annual rental of (\$ 51,000) (\$ 12.75 per sq ft), payable in equal installments of \$ 4,250.00 in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.
2. **Use.** Lessee shall use and occupy the premises for business purposes only. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements, in, to or about the premises.
5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.
8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspection the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage cause thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within \_\_\_\_\_ day of the commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damage, no matter how caused.
11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:  
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT

tablets

B

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulation, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after the giving of such notice, then Lessor may terminate this lease on not less than thirty (30) days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of (\$ N/A ), N/A Dollars, as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. **Taxes.** Real Estate taxes will be triple net meaning: Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 22.23 % of the taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. (This percentage of taxes may be added to the Lessee's CAM monthly charges).

17. **Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes and insurance for the common area.

18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time:

Bellino Real Estate, L.L.C. Attn: Richard T. or Mary Kay Bellino P.O.Box 461059 Papillion, Ne 68046.

20. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum negotiated at the time of renewal. The option shall be exercised by written notice given to Lessor not less than thirty (30) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

22. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any have been made a part of this lease before the parties execution hereof:

Signed this 6 day of 11, 2008.

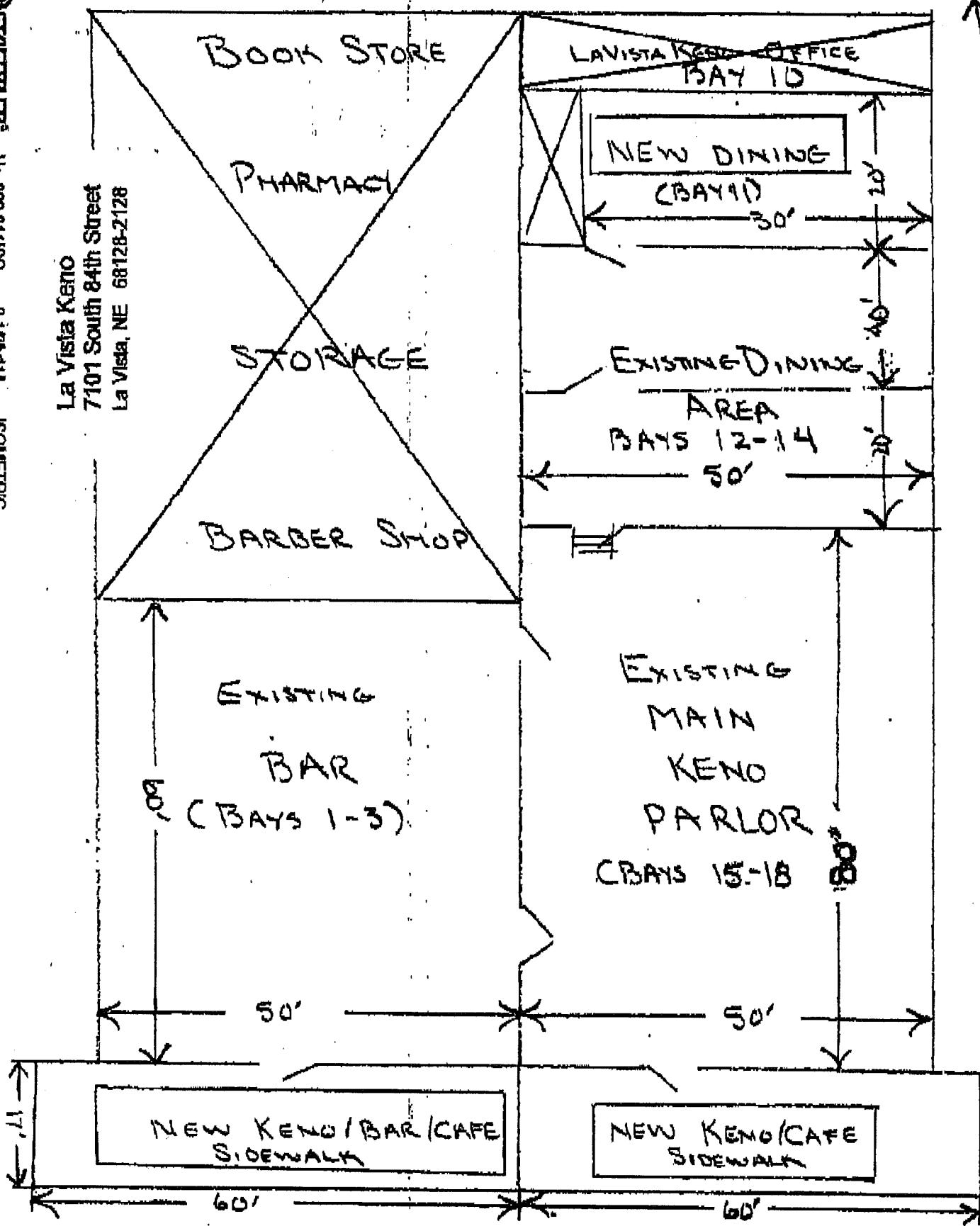
*This is to memorialize the lease ended into 8/08*

BELLINO REAL ESTATE, L.L.C.

By Mary Kay Bellino  
Lessor

La Vista Keno, Inc. by Richard T. Bellino

By *Richard T. Bellino*  
Lessee

SHEET 1 OF 12  
LA VISTA KENO  
NO. 52281100  
8-2001  
ISOMETRIC

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 16, 2008 AGENDA**

| <b>Subject:</b>       | <b>Type:</b>                              | <b>Submitted By:</b>                 |
|-----------------------|---|--------------------------------------|
| STRATEGIC PLAN UPDATE | RESOLUTION<br>ORDINANCE<br>◆ RECEIVE/FILE | BRENDA S. GUNN<br>CITY ADMINISTRATOR |

**SYNOPSIS**

On June 3, 2008 the City Council adopted the strategic plan that was developed during the annual strategic planning work session held by the Mayor and City Council on March 8, 2008. This is the second progress report since the adoption of the plan.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Receive/File.

**BACKGROUND**

On Saturday, March 8, 2008 the Mayor and City Council held their annual strategic planning work session. As a result, the collaborative effort with the management team produced the City's Strategic Plan for 2008-2010 which Council approved via Resolution No. 08-054 on June 3, 2008.



## **City of La Vista, Nebraska Strategic Plan for 2008-2010**

As a part of the annual strategic planning work session the Mayor and City Council developed and has adopted this strategic plan to position the city government to meet La Vista's future needs.

## 1. Pursue revitalization of the 84<sup>th</sup> Street corridor

**Key objectives:**

- a. Educate the community that revitalization of the 84<sup>th</sup> Street corridor is twofold which includes dealing with the loss of businesses and vacant storefronts as well as potential redevelopment of the corridor

**Responsible Parties:** Administration

**Action Steps:**

- Utilize press releases, quarterly *CityWise* newsletter, website to inform the public about issues and progress related to 84<sup>th</sup> Street.

**Timeline:** Immediate & ongoing

- b. Seek professional services to bring new ideas to the table and offer advice on next steps in plan development

**Responsible Parties:** Administration & Community Development

**Action Steps:**

- Identify and secure funding for project
- Develop project scope & proposed timeline
- Prepare RFQ/RFP documents
- Select consultants

**Timeline:** Begin process immediately in anticipation of having consultant on board in Fall 2008

**Update:** In August 2008 Council authorized a Request for Proposals (RFP) for the development of an 84<sup>th</sup> Street Vision Plan. In response, the City received seven proposals. Four firms were interviewed and staff is now in the final process of reference checks. It is anticipated that a recommendation for contract award will be presented at the January 6, 2009 City Council meeting.

- c. Engage stakeholders in exploring options and contributing to a long-term vision for the corridor

**Responsible Parties:** Mayor, Council, Administration & Community Development

**Action Steps:**

- Consider appointing an 84<sup>th</sup> Street Vision Steering Committee
- Identify stakeholders & encourage active participation in the visioning process
- Identify community resources
- Pursue discussions with the cities of Papillion and Ralston about inter-local cooperation in corridor redevelopment.

**Timeline:** Fall 2008 & ongoing

**Update:** Staff is currently working to develop a recommendation with regard to the identification of key stakeholders and composition of an 84<sup>th</sup> Street Vision Steering Committee. In effort to coordinate with neighboring jurisdictions, Papillion's Planning Director has participated on the internal review committee and will also be recommended to serve on the Steering Committee. Contact has been made with the City of Ralston and their Mayor has indicated that they would like to be kept in the loop and made aware of public meetings.

**d. Seek consensus on a long-term corridor vision that includes a "city centre"**

**Action Steps:**

- "City Centre" concept being considered as a part of the municipal facilities plan currently underway.
- Stay abreast of potential opportunities to facilitate the "City Centre" concept

**Timeline:** Ongoing

**e. Consider public improvements that could stimulate private development of the corridor**

**Responsible Parties:** Administration, Public Administration, Public Works

**Action Steps:**

- Work with NE Department of Roads on the transition of 84<sup>th</sup> Street from a State Highway to local arterial
- Coordinate with neighboring cities

**Timeline:** Immediate

**f. Rigorously pursue actions to encourage property owners with vacant space, especially owner of former Wal-Mart property, to lease or sell their property to viable businesses**

**Responsible Parties:** Mayor, Administration, Community Development

**Action Steps:**

- ICSC Meeting with Kroenke representative
- Provide additional information to Kroenke as requested
- Coordinate meeting with property decision maker(s)
- Develop inventory of vacant commercial/retail properties and provide direct links to site that lists properties available for development

**Timeline:** Immediate & ongoing

g. Develop and cultivate relationships with commercial/shopping center owners, developers, leasing agents and retailers

**Responsible Parties:** Mayor, Administration, Community Development

**Action Steps:**

- Continued Participation & Exposure
  - ICSC Alliance — Jan/Feb 2009 (Omaha)... La Vista may have an opportunity to help in planning this event.
  - ICSC Annual Conference — May 2009
- Continue to market La Vista to targeted retailers & restaurants

**Timeline:** Immediate & ongoing

**Update:** Staff has participated on the planning committee for the ICSC Heartland States Idea Exchange to be held in Omaha in January 2009. In addition to attending this event, the City Administrator will be participating on a panel to discuss La Vista's efforts in retail development and the Community Development Director and Planner will be facilitating a roundtable on working with municipalities.

## 2. Provide for planned, fiscally responsible expansion of the city's boundaries.

**Key objectives:**

a. Adopt a long-range plan for the annexation of both residential and industrial subdivisions

**Responsible Parties:** All departments will be involved with primary responsibility to Community Development, Finance & Administration

**Action Steps:**

- Community Development and Finance prepare detailed plan based on discussion from the 2008 Annual Strategic Planning workshop.
- Draft to Council by 2009 Strategic Planning Workshop

**Timeline:** Plan adoption Spring 2009

**Update:** The draft of a recommended annexation plan will be presented to the Mayor and Council for review prior to the strategic planning workshop planned for late February. This will be a discussion item at the workshop.

b. Plan for infrastructure improvements necessitated by growth in the city's capital improvement budget

**Responsible Parties:** Administration, Finance & Public Works

**Action Steps:**

- Submit public infrastructure improvements as part of the CIP process

**Timeline:** Ongoing

- c. Communicate the annexation plan and property tax implications to residents and businesses located in new growth areas

**Responsible Parties:** Administration

**Action Steps:**

- Letters to property owners
- Quarterly newsletter
- Website
- Public Meetings

**Timeline:** TBD based on plan.

### 3. Maintain the quality of older residential neighborhoods

**Key objectives:**

- a. Provide for essential maintenance and priority improvements in neighborhood public facilities through the city's capital improvement plan

**Responsible Parties:** Public Works

**Action Steps:**

- Submit public facility improvements as part of the CIP process.

**Timeline:** Ongoing

- b. Ensure attractive neighborhoods by strengthening and enforcing city building and environmental codes

**Responsible Parties:** Community Development

**Action Steps:**

- Review and propose improvements to municipal codes.
- Continue to be proactive in code enforcement.

**Timeline:** Ongoing

- c. Contribute to the safety and attractiveness of rental housing through the implementation of a rental inspection program

**Responsible Parties:** Community Development

**Action Steps:**

- Develop proposal for rental housing program.

- Recommend program as part of the FY 08/09 budget

**Timeline:** Summer 2008

**Update:** The Mayor and Council will be provided with information related to the proposed rental inspection program prior to the January 6, 2009 City Council meeting at which time a discussion item will be placed on the agenda for Council feedback and guidance.

- Continue to develop strategy to address the erosion and maintenance issues related to Thompson Creek

**Responsible Parties:** City Engineer, Public Works, Community Development, Administration

**Action Steps:**

- Identify potential funding sources through grant applications
- Provide regular progress reports
- Based on funding refine the scope and develop project timeline

**Timeline:** Immediate & ongoing

**Update:** We are still awaiting word on the City's \$3 million federal grant application which was submitted for the home buyout portion of the project. If approved, the City's match would be 12.5%. The federal funds would account for 75% of the project and the NRD would fund 12.5%. Once we learn how we have fared in this effort we will be able to identify a timeline and determine the next steps in the process.

#### **4. Strengthen a sense of shared community identity among residents and businesses.**

**Key objectives:**

- Provide leadership to accomplish a significant celebration of the community's 50<sup>th</sup> anniversary.

**Responsible Parties:** Administration

**Action Steps:**

- Document La Vista's history and retain the services of an author to write the La Vista Story.
- Engage the La Vista Community Foundation in the planning of 50th Anniversary celebration events.
- In conjunction with the LVCF, identify a 50<sup>th</sup> Anniversary Celebration committee.

**Timeline:** Committee established by Summer of 2008; La Vista story completed in 2010.

**Update:** A 50<sup>th</sup> Anniversary Celebration planning committee has met a couple of times and subcommittees were recently formed to evaluate potential commemorative events and activities. It is anticipated that we will soon have information to share with Council.

- b. Develop and aggressively market a La Vista community identity through strategic partnerships with the Chamber of Commerce and the Community Foundation

**Responsible Parties:** Administration

**Action Steps:**

- Provide funding for community marketing materials
- Complete "The Economic Report" documentary & provide for distribution in DVD format
- Identify opportunities for cooperative efforts with Chamber and Foundation

**Timeline:** Immediate & Ongoing.

**Update:** The Economic Report segment has been completed and we have been made aware of its airing in the New York/New Jersey market and anticipate additional airings in other markets in the near future. We have also received our DVD/CD copies and are working to enable our website to air the segment as well.

- c. Develop new opportunities to engage citizens in city decision making, including the city's citizen boards and commissions

**Responsible Parties:** Administration

**Action Steps:**

- Develop citizens leadership academy program
- Develop Mayor's youth leadership council

**Timeline:** Dependent on the addition of staff.

5. Improve and expand the city's quality of life amenities for residents and visitors to the community.

*Key objectives:*

- a. Prepare a final swimming pool plan and cost estimate for voter referendum, and take appropriate action based on election outcome

**Responsible Parties:** Administration, Finance & Recreation

**Action Steps:**

- Recommendation presented to the Mayor & Council
- Mayor & Council determine project to be submitted to voters
- Based on project scope estimate operational costs and prepare for bond issue

**Timeline:** Fall 2008

**Update:** The swimming pool bond issue was narrowly defeated in November 2008. As a result, staff is recommending that the Mayor and Council include this topic as a discussion item at the upcoming Strategic Planning workshop to discuss and provide subsequent direction.

- b. Identify options for creation of public green space with the property owner of the sod farm and develop a plan

**Responsible Parties:** Administration, Comm. Dev., Public Works & Recreation

**Action Steps:**

- Explore opportunities with the La Vista Community Foundation
- Provide funding for plan development in FY 08/09 budget.

**Timeline:** Immediate & ongoing

- c. Expand recreation programs and services for adults

**Responsible Parties:** Recreation

**Action Steps:**

- Evaluate existing adult and senior programs for popularity and effectiveness
- Research and recommend new programs or changes to existing programs.

**Timeline:** Report on existing programs Spring 2009 & Ongoing

d. Initiate development of other high priority quality of life amenities identified by residents through the citizen survey

**Responsible Parties:** All

**Action Steps:**

- Identify and promote development of new cultural amenities in partnership with other community groups

**Timeline:** Ongoing.

e. Contribute to conservation of resources through city administrative practices and development regulations.

**Responsible Parties:** All, Public Buildings & Grounds

**Action Steps:**

- Continued involvement with the Papillion Creek Watershed Partnership
- Explore the development of an organizational recycling program

**Timeline:** Watershed partnership ongoing. Recommendation regarding recycling program Spring 2009.

## 6. Pursue action that enables the City to be more proactive on legislative issues

**Key objectives:**

a. Participate actively in the United Cities of Sarpy County to promote the shared interests of La Vista and its partner communities

**Action Steps:**

- Continue regular meetings of the Mayors of Sarpy County communities

b. Adopt and lobby on behalf of a legislative agenda specific to the City

**Action Steps:**

- Continue joint lobbying efforts with United Cities of Sarpy County on items of mutual interest.
- Identify legislative issues of specific interest to La Vista and allocate resources for lobbying efforts

**Timeline:** Ongoing

**Update:** The Mayors are currently working to develop a legislative agenda for the 2009 session to propose to their respective governing bodies.

## 7. Adopt and implement standards of excellence for the administration of city services.

*Key objectives:*

- a. Retain City's Volunteer Fire Department by achieving compliance with national Fire Protection Standards (NFPA) for volunteer fire departments

**Responsible Parties:** Fire

**Action Steps:**

- Determine most effective methods to reduce response times and retain membership

**Timeline:** Immediate & Ongoing

- b. Provide for the orderly and uninterrupted transition of personnel into key city appointed positions through a succession plan

**Responsible Parties:** All Departments

**Action Steps:**

- Utilize hiring process as an opportunity to review position descriptions to articulate long term organizational expectations
- Fund and provide training opportunities
- Provide succession planning training to the Management Team
- Review and make recommendation regarding the City's policies for funding for employee educational assistance.
- In conjunction with a local educational institution develop a training program for mid-level supervisors tailored to the needs of our organization.
- Establish quarterly meetings between mid-level supervisors and City Administrator. It is hoped that this will provide an opportunity for the City Administrator to provide updates about what is going on in the organization and an opportunity to answer questions.
- Consider establishing a City Hall internship for an up and coming supervisor.

**Timeline:** Immediate & Ongoing.

**Update:** In attempt to start meeting regularly with mid-level managers, in October, the City Administrator and Assistant City Administrator met with the mid-level manager group and reviewed topics including: the Strategic Plan, Budget Overview and the Compensation Study, Evaluations & Pay for Performance. The next meeting is scheduled in March. The ultimate goal is to establish quarterly meetings.

The mid-level managers are also being asked to assume leadership roles in planning, coordinating and ensuring successful events and activities associated with commemorating the City's 50<sup>th</sup> anniversary celebration.

c. Provide for continuous employee professional development through expansion of in-house, customized education programs

**Responsible Parties:** All Departments.

**Action Steps:**

- Fund training requests as part of the annual budget.
- Identify opportunities in-house training

**Timeline:** Immediate & Ongoing.

d. Assure successful recruitment and retention of high quality city staff through competitive compensation which is guided by results of a wage and benefit survey

**Responsible Parties:** Human Resources

**Action Steps:**

- Compensation study is underway and will be completed during the next few weeks.

**Timeline:** Recommendation as a part of the FY 08/09 budget.

**Update:** In February 2009, staff will recommend a strategy and policies related to the implementation of the compensation study and pay for performance initiative.

## 8. Insure efficient, effective investment in technology to enhance service delivery.

**Key objectives:**

- a. Utilizing an outside source, complete a comprehensive review of existing municipal technology
- b. Establish an internal technology committee to develop and oversee implementation of a technology plan
- c. Develop a multi-year plan for financing technology improvements
- d. Designate adequate resources to provide appropriate technology training for city staff

**Responsible Parties:** Finance, Administration & All

**Timeline:** Recommended plan as a part of the FY 09/10 budget.

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

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

WHEREAS, the property owners of  
8809 Pine Drive, Lot 189 Park View Heights, 2<sup>nd</sup> Addition, \$668.35, and  
7204 S. 78<sup>th</sup> St., Lot 1166, La Vista, \$164.12  
were notified to clean up their property as they were in violation of the City  
Municipal Code, Sections 133.01 and 50.01, or the City would do so and bill  
them accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 16TH DAY OF DECEMBER, 2008.

CITY OF LA VISTA

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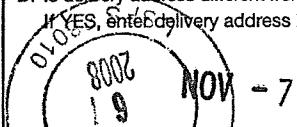
Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

|  |    |
|--|----|
| <b>U.S. Postal Service™</b><br><b>CERTIFIED MAIL™ RECEIPT</b><br><i>(Domestic Mail Only; No Insurance Coverage Provided)</i> |    |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®                               |    |
| <b>OFFICIAL USE</b>  |    |
| Postage  | \$ |
| <hr/> Certified Fee  |    |
| <hr/> Return Receipt Fee<br>(Endorsement Required)   |    |
| <hr/> Restricted Delivery Fee<br>(Endorsement Required)  |    |
| <hr/> Total Postage & Fees      \$ <span style="float: right;">N.Y. 5.8</span>   |    |
| Postmark<br>Here   |    |
| Sent To <i>LEGACY VENTURE&gt; ONE LLC</i><br><i>PO Box 540904</i><br><i>Omaha NE 68154</i>                                   |    |
| <i>Street, Apt. No.;</i><br><i>or PO Box No.</i>   |    |
| <i>City, State, ZIP+4</i>  |    |

| SENDER: COMPLETE THIS SECTION  |  | COMPLETE THIS SECTION ON DELIVERY   |  |
|--|--|---|--|
| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> |  | <p>A. Signature<br/></p> <p><input type="checkbox"/> Agent      <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)<br/><i>Joan Banks</i></p> <p>C. Date of Delivery<br/><i>10-6-08</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No<br/><br/><br/>8003 19 NOV - 7 2008</p> <p>3. Service Type<br/> <input type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail<br/> <input type="checkbox"/> Registered      <input checked="" type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.   </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> |  |
| 1. Article Addressed to:   | <p>LEGACY VENTURES ONE LLC<br/>     PO Box 540904<br/>     NE 68154<br/>     Omaha</p> |   |  |
| 2. Article Number<br>(Transfer from service label)   | <p>7006 0810 0001 6713 7610</p>  |   |  |
| PS Form 3811, February 2004  |  | Domestic Return Receipt   |  |
|  |  | 102595-02-M-1540  |  |

November 5, 2008



Legacy Ventures One, LLC  
PO Box 540904  
Omaha, NE 68154

RE: 8809 Pine Drive, La Vista, NE 68128  
Lot 189 Park View Heights, 2nd Addition, Sarpy County

To Whom It May Concern:

On September 23, 2008, the property on Pine Drive in La Vista was in violation of the City of La Vista's Municipal Code, Sections 133.01 and a letter was sent to the above address that stated the property needed to be mowed by September 29, 2008 or the City would correct the violation at the owner's expense. On October 1, 2008 the Public Works Department mowed and line-trimmed the yard and removed trash and tree branches. A total cost of \$668.38 was incurred by the City for the clean up. The cost breakdown is as follows:

|   |    |               |
|---|----|---------------|
| Administrative Fee                          | \$ | 50.00         |
| <br>Mowing and Line-Trimming, Trash Removal |    |               |
| Two Workers, 2 Hours Each                   |    | 128.32        |
| One Worker, 1 Hour                          |    | 8.50          |
| Equipment Cost                              |    | 443.01        |
| Material Cost                               |    | 38.52         |
| <br>TOTAL                                   | \$ | <u>668.35</u> |

Please remit \$668.35, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 16, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

October 22, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
8809 Pine Dr.

The following is a list of the expenses incurred by the Public Works Department on October 1, 2008 while mowing and line-trimming the yard; and removing the trash and tree branches at 8809 Pine Drive, per your request.

**LABOR:**

|              | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|--------------|--------------------|--------------|-----------------|
| Employee #1  | \$38.78            | 2            | \$77.56         |
| Employee #2  | \$25.38            | 2            | \$50.76         |
| Employee #3  | \$8.50             | 1            | \$8.50          |
| <b>TOTAL</b> |                    |              | <b>\$136.82</b> |

**EQUIPMENT:**

|                         | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|-------------------------|--------------------|--------------|-----------------|
| 2 pickups               | \$40.00            | 3            | \$120.00        |
| 1 2-wheel trailer       | \$15.00            | 3            | \$45.00         |
| 2 line trimmers         | \$19.00            | 3            | \$57.00         |
| 1 leaf blower           | \$7.50             | 3            | \$22.50         |
| 1 Bandit brush chipper  | \$50.00            | 3            | \$150.00        |
| 1 16" chainsaw          | \$8.67             | 3            | \$26.01         |
| 1 power pruner pole saw | \$7.50             | 3            | \$22.50         |
| <b>TOTAL</b>            |                    |              | <b>\$443.01</b> |

**MATERIALS:**

|                             |                |
|-----------------------------|----------------|
| 16 oz. Tordon RTU (Pathway) | \$8.32         |
| 1 trailer dumpster & fees   | \$25.00        |
| 8 trash bags @ \$.65        | \$5.20         |
| <b>TOTAL</b>                | <b>\$38.52</b> |

**TOTAL LABOR, EQUIPMENT and MATERIALS:** **\$618.35**

# City of La Vista

## Service Request Form



Council Member

Citizen

Employee

Caller's Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Date Received: 09/17/2008 Time Received: 2:45 pm

Received By: sd

Request by Phone:

Request by Mail:

Request in Person:

**Nature of Request:** At 8809 Pine Drive there are 5-10 full garbage bags piled up on the east side of the garage that have been there awhile.

**Department Responsible for Action:** Code Enforcement **Assigned Date:** 9/18/2008

### Report of Action:

### Date Accomplished:

Reviewed by DH:

Date:

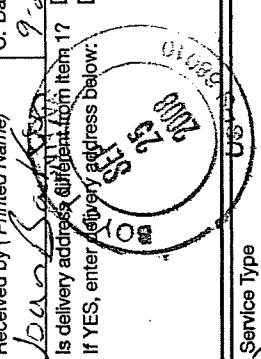
Reviewed by CA:

Date:

### Date Mailed:

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

| COMPLETE THIS SECTION ON DELIVERY   |  |  |
|---|--|--|
| A. Signature <br><input checked="" type="checkbox"/> B. Received by (Printed Name) <br><input type="checkbox"/> C. Date of Delivery <u>9-25-08</u><br><input type="checkbox"/> D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below:<br><u>Legacy Ventures One LLC</u><br><u>P.O. Box 540904</u><br><u>Omaha, NE 68154</u> |  |  |
| <input type="checkbox"/> 3. Service Type<br><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail<br><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.   |  |  |
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(Transfer from service label)

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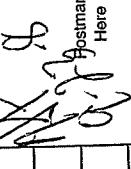
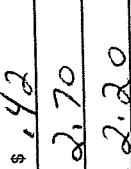
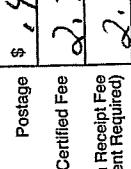
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|---|---------|--|
| Postage   | \$ .42  |  |
| Certified Fee                                     | \$ 2.70 |  |
| Return Receipt Fee<br>(Endorsement Required)      | \$ 2.20 |  |
| Restricted Delivery Fee<br>(Endorsement Required) | \$ 5.32 |  |
| Total Postage & Fees                              |         | \$ 10.04   |

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Zip Code 68154

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City, State Omaha, NE

9/23/2008

Legacy Ventures One LLC  
PO Box 540904  
Omaha, NE 68154

Re: Lot #189/8809 Pine Drive, La Vista, NE 68128  
Park View Heights 2<sup>ND</sup> ADD

To: Legacy Ventures One LLC,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

The letter and ordinance enclosed is to inform you of our city's ordinance on mowing property. Only one notice to mow is needed for the entire growing season. After the first notice, the city can mow the property anytime thereafter when the grass is not in compliance. Please mow the property.

Please have the violation corrected by 9/29/2008 or the city will make arrangements to correct the violation. Any violations corrected by the city are at the owner's expense.

**If you have any questions, please contact us at 331-4343.**

Thank you,  
*Valerie Houloose*

Valerie Houloose  
Code Enforcement Inspector

*9/29/08 Not done taken pictures*

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**OFFICIAL USE**

|   |         |   |
|---|---------|---|
| Postage   | \$ .42  | <i>MX 8/29/08</i><br><i>Postmark Here</i> |
| Certified Fee                                     | .70     |   |
| Return Receipt Fee<br>(Endorsement Required)      | .20     |   |
| Restricted Delivery Fee<br>(Endorsement Required) |         |   |
| Total Postage & Fees                              | \$ 5.32 |   |

**Sent To:** Legacy Ventures One LLC  
 Street, Apt. No.  
 or PO Box No. *PO Box 540904*  
 City, State, ZIP+4 *Omaha, NE 68154*

See Reverse for Instructions

PS Form 3800, June 2002

ON DELIVERY

Agent  
 Addressee

(Name) *John* C. Date of Delivery *9-25-08*

Sent from Item 1?  Yes  
 Address below:  No

*25 2008*  
*58014*

Express Mail  
 Return Receipt for Merchandise  
 O.D.  
 a Fee)  Yes

224

Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

The City of La Vista continues to emphasize citizen participation in our community. Through our efforts we hope to make La Vista a safe and more attractive place.

The letter and ordinance enclosed is to inform you of our city's ordinance on mowing property. Only one notice to mow is needed for the entire growing season. After the first notice, the city can mow the property anytime thereafter when the grass is not in compliance. Please mow the property.

Please have the violation corrected by 9/29/2008 or the city will make arrangements to correct the violation. Any violations corrected by the city are at the owner's expense.

If you have any questions, please contact us at 331-4343.

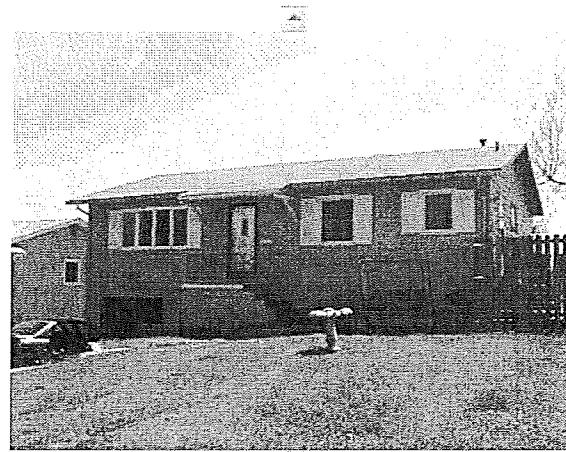
Thank you,  
*Valerie Houloose*

Valerie Houloose  
 Code Enforcement Inspector

9/29/08  
*Not done taken pictures*  
*8809 Pine Drive*  
*mow entire property & tree*  
*dispose of trash & branches.*

**Active**

Parcel Number: 010566465  
 Location: 08809 \PINE DR  
 Owner: LEGACY VENTURES ONE LLC  
 C\O  
 Mail Address: PO BOX 540904  
                  OMAHA NE 68154-  
 Legal: LOT 189 PARK VIEW HEIGHTS 2ND ADD  
 Tax District: 27002  
 Map #: 2959-15-0-30006-000-0295



Click Picture/Sketch for Larger View.

| Residential Information for 1 January Roll Year 2008 |                        |                 |      |
|--|------------------------|-----------------|------|
| Style:   | Raised Ranch           |                 |      |
| Year Built:  | 1965                   | Bedrooms        | 3    |
| Bathrooms  | 1                      | Total Sqft      | 1033 |
| Total Bsmt Finish Sqft                               | 674                    | Bsmt Total Sqft | 1033 |
| Garage Type  |                        | Garage Sqft     | 0    |
| Lot Depth  | 138                    | Lot Width       | 58   |
| <b>Misc</b>  |                        |                 |      |
| <b>Description</b>                                   | <b>Sqft or Quanity</b> |                 |      |
| OPEN SLAB PORCH                                      | 292                    |                 |      |
| BSMT GARAGE FINISH                                   | 306                    |                 |      |
| CONCRETE STOOP                                       | 16                     |                 |      |
| COVERED OPEN PORCH                                   | 30                     |                 |      |
| DRIVEWAY   | 1                      |                 |      |
|  | 1                      |                 |      |

| Sales Information (Updated 11/3/2008) |  |  |                   |
|---------------------------------------|--|--|-------------------|
| <b>Sale Date<br/>B &amp; P</b>        | <b>Grantor</b>   | <b>Grantee</b>   | <b>Sale Price</b> |
| 8/31/1998<br>98-25120                 | KIRCHER/MICHAEL LEO & KRISTINE SUE<br><br>8809 PINE DR<br>LA VISTA NE 68128-0000             | FITTON/GEORDAN M<br>& MICHELLE D PEARROW<br>8809 PINE DR<br>LA VISTA NE 68128-   | \$84,000          |
| 4/9/2008<br>08-18987                  | FEDERAL HOME LOAN<br><br>MORTGAGE CORPORATION<br>1410 SPRING HILL RD<br>MC LEAN VA 22102-    | LEGACY VENTURES ONE LLC<br><br>PO BOX 540904<br>OMAHA NE 68154-<br>MORTGAGE CORPORATION<br>1410 SPRING HILL RD<br>MC LEAN VA 22102-                            | \$81,000          |
| 1/25/2008<br>08-18500                 | WELLS FARGO BANK NA<br><br>3476 STATEVIEW BLVD<br>FORT MILL SC 29715-                        | FEDERAL HOME LOAN<br><br>MORTGAGE CORPORATION<br>1410 SPRING HILL RD<br>MC LEAN VA 22102-<br>WELLS FARGO BANK NA<br>3476 STATEVIEW BLVD<br>FORT MILL SC 29715- | \$1               |
| 1/25/2008<br>08-02505                 | RODRIGUEZ-VALADEZ/IRMA<br><br>8809 PINE DR<br>LA VISTA NE 68128-                             | WELLS FARGO BANK NA<br>3476 STATEVIEW BLVD<br>FORT MILL SC 29715-<br>RODRIGUEZ-VALADEZ/IRMA  | \$0               |
| 11/24/2003<br>03-71561                | RODRIGUEZ-LARA/ANICETO<br>& IRMA RODRIGUEZ-VALADEZ<br><br>8809 PINE DR<br>LA VISTA NE 68128- | 8809 PINE DR<br>LA VISTA NE 68128-<br>RODRIGUEZ-LARA/ANICETO<br>& IRMA RODRIGUEZ-VALADEZ   | \$0               |
| 6/5/2002<br>02-21875                  | FITTON/GEORDAN M   |  | \$97,000          |











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**OFFICIAL USE**

|   |                 |   |   |   |   |   |   |
|---|-----------------|---|---|---|---|---|---|
| 6   | 7               | 1 | 3 | 7 | 6 | 2 | 7 |
| Postage   | \$ <i>15.50</i> |   |   |   |   |   |   |
| Certified Fee                                     |                 |   |   |   |   |   |   |
| Return Receipt Fee<br>(Endorsement Required)      |                 |   |   |   |   |   |   |
| Restricted Delivery Fee<br>(Endorsement Required) |                 |   |   |   |   |   |   |
| Total Postage & Fees                              | \$ <i>15.50</i> |   |   |   |   |   |   |
| Postmark<br>Here                                  |                 |   |   |   |   |   |   |

*Sent To* **CARY + SUSAN BRANDT**  
 Street, Apt. No.; **7204 S. 78TH ST**  
 or PO Box No.  
 City, State, ZIP+4 **LA VISTA NE 68128**

PS Form 3800, June 2002      See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

*CARY + SUSAN BRANDT  
 7204 S. 84TH ST  
 LA VISTA NE 68128*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*Jessica Ayala*

Agent  
 Addressee

B. Received by (Printed Name)

*Jessica Ayala*

C. Date of Delivery

*11/14/08*

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No

*NOV - 7 2008*

3. Service Type

Certified Mail    Express Mail  
 Registered    Return Receipt for Merchandise  
 Insured Mail    C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

*7006 0810 0001 6713 7627*



November 5, 2008

Cary and Susan Brandt  
7204 S. 78th St  
La Vista, NE 68128

RE: Lot 1166/La Vista

Dear Mr. and Mrs. Brandt:

On October 2, 2008, your property on S. 78th Street in La Vista was in violation of the City of La Vista's Municipal Code, Sections 133.01 and 50.01 and a letter was sent to the above address, on October 3, 2008 that stated the property needed to be mowed and trash removed by October 8, 2008 or the City would correct the violation at the owner's expense. On October 21, 2008 the Public Works Department removed and disposed of the trash and garbage from the driveway at the location. A total cost of \$164.12 was incurred by the City for the clean up. The cost breakdown is as follows:

|                                  |           |               |
|----------------------------------|-----------|---------------|
| Administrative Fee               | \$        | 50.00         |
| <b>Trash and Garbage Removal</b> |           |               |
| Three Workers, 1 Hour Each       |           | 69.12         |
| Equipment Cost                   |           | 20.00         |
| Material Cost                    |           | 25.00         |
| <b>TOTAL</b>                     | <b>\$</b> | <b>164.12</b> |

Please remit \$164.12, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 16, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

October 22, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7204 S. 78th St.

The following is a list of the expenses incurred by the Public Works Department on October 21, 2008 while removing and disposing of the trash and garbage from the driveway at 7204 S. 78th St., per your request.

**LABOR:**

|              | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u>   |
|--------------|--------------------|--------------|----------------|
| Employee #1  | \$38.78            | 1            | \$38.78        |
| Employee #2  | \$17.34            | 1            | \$17.34        |
| Employee #3  | \$13.00            | 1            | \$13.00        |
| <b>TOTAL</b> |                    |              | <b>\$69.12</b> |

**EQUIPMENT:**

|              | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u>   |
|--------------|--------------------|--------------|----------------|
| 1 pickup     | \$20.00            | 1            | \$20.00        |
| <b>TOTAL</b> |                    |              | <b>\$20.00</b> |

**MATERIALS:**

|                           |                |
|---------------------------|----------------|
| 1 trailer dumpster & fees | \$25.00        |
| <b>TOTAL</b>              | <b>\$25.00</b> |

**TOTAL LABOR, EQUIPMENT and MATERIALS:** **\$114.12**

10/3/08

Cary & Susan Brandt  
7204 S. 78<sup>th</sup> Street  
La Vista, NE 68128

Re: Lot #1166  
La Vista

To: Cary & Susan Brandt,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

The letter and ordinance enclosed is to inform you of our city's ordinance on mowing property. A yellow tag was left on the property 10/2/2008. Only one notice to mow is needed for the entire growing season. After the first notice, the city can mow the property anytime thereafter when the grass is not in compliance. Please mow the entire property.

Also, dispose of all garbage/trash. Garbage must be disposed of weekly.

Please have the violations corrected by 10/8/2008 or the city will make arrangements to correct the violation. Any violations corrected by the city are at the owner's expense.

If you have any questions, please contact us at 331-4343.

Thank you,

*Valerie Houloose*  
Valerie Houloose  
Code Enforcement Inspector

10/16/08 Landy at Waste Management  
Dept. 4th servil servil  
suspended. They all giving the  
resident a year to get pictures of the  
house to pick up the  
garbage to waste management  
been new  
management

10/14/08

Grass done;  
check Thurs.  
Friday for  
garbage to  
be set by the  
Street

10/16/08

Neighbors have  
garbage by the  
street; they do  
not.

10/17/08 Still there.  
Will check on Monday  
& turn over to P.W.

10/20/08 Still there; plus  
more. Left my  
card with son's girlfriend. Took  
pictures & turned over to P.W.

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6255 6713 6713 0001 0001 0810 0810 7006

|   |         |
|---|---------|
| OFFICIAL USE                                      |         |
| Postage   | \$ 4.2  |
| Certified Fee                                     | \$ 2.70 |
| Return Receipt Fee<br>(Endorsement Required)      | \$ 2.20 |
| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 5.32 |

10/3/08

7006 7006 7006 7006 7006 7006 7006

|                                    |                    |
|------------------------------------|--------------------|
| Sent To                            | Chay & Susan Brant |
| Street, Apt. No.,<br>or PO Box No. | 204 S. 7th Street  |
| City, State, ZIP                   | Lincoln, NE 68528  |
| HS Form 3800 (June 2002)           |                    |
| See Reverse for Instructions       |                    |

Date 10/2/08

Location 720 45. 78th Street

Violation 133.01 & 50.01 package

Time to Comply now

Vehicle Description 5

Follow-up Officer Valerie Haubrose

Due 10/8/08

**Active**

Parcel Number: 010556826  
 Location: 07204 S 78TH ST  
 Owner: BRANDT/CARY E & SUSAN D  
 C/O  
 Mail Address: 7204 S 78TH ST  
                   LA VISTA NE 68128-0000  
 Legal: LOT 1166 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-1521



Click Picture/Sketch for Larger View.

| Residential Information for 1 January Roll Year 2008 |                        |                 |     |
|--|------------------------|-----------------|-----|
| Style:   | Split Entry            |                 |     |
| Year Built:  | 1970                   | Bedrooms        | 3   |
| Bathrooms  | 1                      | Total Sqft      | 960 |
| Total Bsmt Finish Sqft                               | 528                    | Bsmt Total Sqft | 960 |
| Garage Type  |                        | Garage Sqft     | 0   |
| Lot Depth  | 0                      | Lot Width       |     |
| <b>Misc</b>  |                        |                 |     |
| <b>Description</b>                                   | <b>Sqft or Quanity</b> |                 |     |
| BSMT GARAGE FINISH                                   | 288                    |                 |     |
| CONCRETE STOOP                                       | 28                     |                 |     |
| WOOD DECK  | 352                    |                 |     |
| DRIVEWAY   | 1                      |                 |     |

| Sales Information (Updated 11/3/2008) |         |         |            |
|---------------------------------------|---------|---------|------------|
| Sale Date<br>B & P                    | Grantor | Grantee | Sale Price |
|                                       |         |         |            |

| Valuation Information               |            |            |              |             |    |
|-------------------------------------|------------|------------|--------------|-------------|----|
| Valuation<br>PV = Partial Valuation |            |            |              |             |    |
| Roll Year                           | Land Value | Impr Value | Outbuildings | Total Value | PV |
| 2008                                | \$18,000   | \$95,146   | \$0          | \$113,146   | NO |
| 2007                                | \$18,000   | \$94,439   | \$0          | \$112,439   | NO |
| 2006                                | \$18,000   | \$91,777   | \$0          | \$109,777   | NO |
| 2005                                | \$18,000   | \$86,581   | \$0          | \$104,581   | NO |
| 2004                                | \$18,000   | \$81,189   | \$0          | \$99,189    | NO |
| 2003                                | \$18,000   | \$77,903   | \$0          | \$95,903    | NO |
| 2002                                | \$18,000   | \$72,075   | \$0          | \$90,075    | NO |
| 2001                                | \$16,000   | \$64,750   | \$0          | \$80,750    | NO |
| 2000                                | \$15,520   | \$58,926   | \$0          | \$74,446    | NO |
| 1999                                | \$15,360   | \$53,616   | \$0          | \$68,976    | NO |
| 1998                                | \$11,280   | \$52,065   | \$0          | \$63,345    | NO |
| 1997                                | \$62,138   |            |              | \$62,138    | NO |
| 1996                                | \$55,111   |            |              | \$55,111    | NO |
| 1995                                | \$50,636   |            |              | \$50,636    | NO |
| 1994                                | \$47,003   |            |              | \$47,003    | NO |
| 1993                                | \$45,195   |            |              | \$45,195    | NO |
| 1992                                | \$45,195   |            |              | \$45,195    | NO |
| 1991                                | \$44,760   |            |              | \$44,760    | NO |
| 1990                                | \$44,760   |            |              | \$44,760    | NO |

