



PROCLAMATION
NATIONAL FAMILY WEEK

- WHEREAS, families are the fundamental reality of human society; and
- WHEREAS, families are models for caring from birth through the aging years, and fountains of celebration and renewal; and
- WHEREAS, families need and deserve recognition, encouragement and support for the daily miracles that they perform; and
- WHEREAS, our community has the ability to empower and enhance family strength and potential; and
- WHEREAS, Thanksgiving week is a traditional time to commemorate and observe the important role of families in strengthening our community.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of November 18-24, 2007 as **FAMILY WEEK OF LA VISTA**. I invite and encourage all organizations and individuals of La Vista to take time to honor their own families during this week and to celebrate the many strong families who provide the foundation of our community.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 20th day of November, 2007.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING November 6, 2007

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 November 6, 2007. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Finance Director Lindberg, Library Director Iwan, Community Development Director Birch, Police Chief Lausten, Assistant Recreation Director Karlson, 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 October 25, 2007. 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 within 10 days after said meeting and prior to the next convened meeting of said body.

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.

PROCLAMATIONS – NATIONAL CHILDREN'S BOOK WEEK

Mayor Kindig presented a proclamation for National Children's Book Week to Library Director Rose Iwan.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED

2. APPROVAL OF CITY COUNCIL MINUTES FROM OCTOBER 16, 2007

3. APPROVAL OF PLANNING COMMISSION MINUTES FROM SEPTEMBER 20, 2007

4. APPROVAL OF PARK & RECREATION ADVISORY COMMITTEE MINUTES FROM

5. AUGUST 15, 2007

6. NEW FIRE STATION NO. 2

a. PAY REQUEST FROM DOWNS ELECTRIC FOR WORK ON PLYMO VENT FAN

STARTER - \$2,594.00

7. APPROVAL OF CLAIMS

Councilmember McLaughlin made a motion to approve the consent agenda as presented. Seconded by Councilmember Ellerbeck. Councilmember Ronan 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.

A ADVERTISING & SUPPLY, Supplies	216.50
A.S.P. ENTERPRISES, Street Maint.	233.60
AA WHEEL & TRUCK SUPPLY, Vehicle Maint.	25.44
ACTION BATTERIES, Vehicle Supplies	153.90
ADT SECURITY SERVICES, Contract Services	221.69
AKSARBEN HEATING/ARS, Contract Services	915.11
ALAMAR UNIFORMS, Wearing Apparel	388.30
ALL PURPOSE UTILITIES, Sports Complex	4,995.00
ALUMINUM ATHLETIC EQUIPMENT, Equipment	895.00
AMSAN, Supplies	469.45
AQUILA, Utilities	2,975.97
ARAMARK UNIFORM SERVICES INC, Contract Services	384.41
ASPHALT & CONCRETE MATERIALS, Street Maint.	152.73
ASSOCIATED FIRE PROTECTION, Contract Services	71.50
BAKER & TAYLOR BOOKS, Books	1,196.56
BAKER, MARCUS, Auto Allowance	50.00
BATTERY ZONE, Batteries	119.84
BCDM-BERINGER CIACCIO DENNELL, Professional Services	3,560.00
BEACON BUILDING SERVICES, Contract Services	6,737.00
BENNINGTON IMPLEMENT, Vehicle Maint.	308.11
BETTER BUSINESS EQUIPMENT, Rentals	37.00
BIRCH, ANN, Auto Allowance/Travel	146.00

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BUETHE, PAM, Auto Allowance/Travel/Printing/Supplies	221.64
BUILDERS SUPPLY, Bldg & Grnds	223.50
CARSTENSEN, RICH, Supplies	48.16
CENTER POINT PUBLISHING, Books	116.82
CHASTAIN-OTIS, Insurance	55.12
CHILD'S WORLD, Books	1,596.90
CITY OF BELLEVUE, Training	400.00
CITY OF OMAHA, Contract Services	30,164.99
COMP CHOICE, Professional Services	175.00
CORBIT, JEFF, Auto Allowance	100.00
CORNHUSKER INTL TRUCKS, Vehicle Maint.	62.79
COX COMMUNICATIONS, Contract Services	237.80
DANKO EMERGENCY EQUIPMENT, Vehicle Maint.	249.85
DEMCO, Supplies	174.11
DENNIS, SHARON, Travel	49.00
DIAMOND VOGEL PAINTS, Bldg & Grnds	226.90
DON'S PIONEER UNIFORMS, Wearing Apparel	16.95
DOUGLAS COUNTY SHERIFF'S OFC, Contract Services	50.00
DULTMEIER SALES & SERVICE, Vehicle Maint.	21.41
E & A CONSULTING, Professional Services	45.40
EASTERN LIBRARY SYSTEM, Training	70.00
EDGEWEAR SCREEN PRINTING, Equipment/Wearing Apparel	1,417.75
ELECTRIC SPECIALTIES, Contract Services	120.00
ELECTRONIC ENGINEERING, Vehicle Maint/Pages	611.82
ERICKSON, RANDALL, Auto Allowance	100.00
FARQUHAR, MIKE, Auto Allowance	100.00
FEDEX, Squad Supplies/Postage	22.31
FEDEX KINKO'S, Printing	13.50
FILTER CARE, Vehicle Maint.	113.45
FIRE-EXTRICATION-HAZMAT, Rescue Revenue	41.30
FIREGUARD, Ladder	35.00
FITZGERALD SCHORR BARMETTLER, Professional Services	16,073.90
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,186.00
FOSTER, TERRY, Travel	35.00
GALL'S, Wearing Apparel	695.31
GATEWAY COMPANIES, Contract Services	954.00
GAYLORD BROS, Supplies	235.41
GCR OMAHA TRUCK TIRE CENTER, Vehicle Supplies	276.95
GENWORTH LIFE AND HEALTH, Payroll Withholdings	1,649.02
GOLDMAN, JOHN, Telephone	40.00
GRAYBAR ELECTRIC COMPANY, Bldg & Grnds	577.25
GREAT AMERICAN LEASING CORP, Contract Services	358.50
GUNN, BRENDA, Auto Allowance/Travel	642.00
HANEY SHOE STORE, Wearing Apparel	246.95
HELENA CHEMICAL COMPANY, Equip Maint.	272.00
HELGET GAS PRODUCTS, Squad Supplies	67.00
HOCKENBERGS, Equipment	136.01
HONEYMAN RENT-ALL, Equipment	43.23
HY-VEE, Supplies	78.00
IWAN, ROSE, Auto Allowance	45.00
J Q OFFICE EQUIPMENT, Supplies/Contract Services	650.24
JOHNSON CONTROLS, Bldg & Grnds	1,051.30
KEY MASTERS, Bldg & Grnds	96.00
KINDIG, DOUGLAS, Telephone/Auto Allowance	200.00
KLINKER, MARK, Professional Services	312.00
KRIHA FLUID POWER, Vehicle Maint.	181.92
KRIZ-DAVIS, Bldg & Grnds	67.35
KROGER, Supplies	408.81
KUSTOM SIGNALS, Equip Repair	959.00
LA VISTA COMMUNITY FOUNDATION, Payroll Deductions	257.00
LAUGHLIN, KATHLEEN, Payroll Withholding	744.00
LAUSTEN, ROBERT, Travel	278.12
LEAGUE ASSN OF RISK MGMT, Insurance	9,164.00
LIFE ASSIST, Squad Supplies	1,329.96
LINWELD, Supplies	66.69
LOGAN CONTRACTORS SUPPLY, Bldg & Grnds	400.04
LUEDERS LOCK & KEY, Bldg & Grnds	148.00
LUKASIEWICZ, BRIAN, Telephone	40.00

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M E SHARPE INC PUBLISHER, Books	135.75
MAPA-METRO AREA PLANNING AGENCY, Travel	140.00
MAX I WALKER CLEANERS, Uniform Cleaning	308.35
MENARDS, Bldg & Grnds	349.86
METAL SUPERMARKETS, Traffic Signs	112.43
METRO AREA TRANSIT, Contract Services	468.00
METROPOLITAN COMMUNITY COLLEGE, Utilities/Contract Serv/Phone	8,837.49
MID AMERICA PAY PHONES, Telephone	150.00
MID CON SYSTEMS, Bldg & Grnds/Vehicle Maint.	460.73
MID-LAND EQUIPMENT, Vehicle Maint.	305.34
MIDWEST RADIATOR, Bldg & Grnds	35.00
MIDWEST TURF & IRRIGATION, Vehicle Maint.	5.22
MILLER PRESS, Printing	680.00
MUD, Utilities	2,562.41
N PITLOR & SON, Bldg & Grnds	6,720.65
NATIONAL RESEARCH CENTER, Dues	1,100.00
NATIONAL SAFETY COUNCIL, Professional Services	285.00
NE DEPT OF REVENUE-LOTT/51, Lottery Taxes	69,214.17
NEBRASKA GOLF & TURF, Insurance Reimburse/Repair	3,435.00
NEBRASKA RENTS, Street Maint.	632.00
NEBRASKALAND CONF BLDG OFFCL, Training	25.00
NEXTEL, Telephone	96.83
NFPA, Dues	75.00
NOBBIES, Supplies	14.96
NSAWWA, Training	360.00
OABR PRINT SHOP, Printing	1,082.60
OFFICE DEPOT, Supplies	422.96
OMAHA COMPOUND COMPANY, Supplies	43.42
OMAHA SLINGS, Equipment	10.85
OMAHA WORLD HERALD, Legal Advertising	846.24
OPPD	19,771.44
OPPD, Utilities	2,155.68
PAPILLION TIRE INCORPORATED, Vehicle Maint.	445.19
PARAMOUNT LINEN & UNIFORM, Cleaning	480.87
PAYLESS, Supplies	592.45
PLUTA, DON, Travel	45.00
POKORNY, KEVIN, Travel	118.00
POWER PLAN, Vehicle Maint.	18.34
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	155.25
PROPERTY SERVICES, Supplies	198.00
QUILL CORPORATION, Supplies	211.67
QWEST, Telephone	2,377.90
RAINBOW GLASS & SUPPLY, Bldg & Grnds	57.07
RALSTON AUTOMOTIVE SERVICE, Supplies	100.00
RAMIREZ, RITA, Auto Allowance/ Travel	291.00
RAPID GRAPHICS & SIGNS, Printing	56.28
READY MIXED CONCRETE, Street Maint/Bldg & Grnds	1,071.94
SAM'S CLUB, Concessions	663.98
SAR TRAINING-TERRY KLOOSTER, Training	225.00
SARPY COUNTY CHAMBER OF, Travel/Travel	710.00
SARPY COUNTY COURTHOUSE, Contract Services	3,234.94
SARPY COUNTY REGISTER OF DEEDS, legal Advertising	511.50
SCARPA, DAN, Travel	35.00
SKILLPATH SEMINARS, Training	149.00
SMITH, MELANIE, Auto Allowance	100.00
SMOOTHER CUT ENTERPRISES, Contract Services	1,320.00
SOUCIE, JOSEPH, Telephone	30.00
SPRINT, Telephone	88.90
SUBURBAN NEWSPAPERS, Legal Advertising	1,143.62
SUPERIOR TRANSIT SALES, Vehicle Maint.	215.99
TARGET BANK, Wearing Apparel	27.05
THOMSON GALE, Books	265.38
TRACTOR SUPPLY, Supplies	86.38
TURFWERKS, Vehicle Maint.	11.09
UHL, RICHARD, Moving Exp.	432.67
UNITED WAY OF THE MIDLANDS, Payroll Withholdings	140.00
UPS, Postage	30.73
USPS, Postage	1,296.91

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UTILITY EQUIPMENT CO. Bldg & Grnds/Storm Sewer	522.47
V & V MANUFACTURING, Wearing Apparel	63.94
VERIZON, Telephone	65.93
VEST ELECTRIC, Bldg & Grnds	140.00
VIERS, STEVE, Auto Allowance	100.00
VITALSIGNS, Printing	70.00
WAL-MART, Supplies/Bldg & Grnds/Squad Supplies	248.07
WASTE MANAGEMENT, Bldg & Grnds/Contract Services	906.82
WICK'S STERLING TRUCKS, Vehicle Maint.	88.69
WILDER, JONI, Auto Allowance	33.00
WITMER ASSOCIATES, Wearing Apparel	38.98
ZOLL, AMY, Refund	90.00

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez informed Council they have a memo in the mailboxes concerning possible dates for the Strategic Planning session. She asked them to check the dates and get back with City Administrator Gunn.

Public Works Director Soucie informed Council the Annual Fall Leaf Collection Day will be held this Saturday, November 10th, from 8:00 a.m. - 3:00 p.m.

Soucie stated he received a letter from a Mr. Sawyer concerning "slits" in the road in Southwind. He stated these were originally put in to prevent "street creep", but were not maintained over the years. The Public Works Department is in the processing for re-filling the slits.

Soucie informed Council that Eagle Scouts did a project at the City Golf Course.

Soucie stated that Greg Goldman and he will be attending the AWA Fall Conference in Kearney starting tomorrow, November 7th.

B. ORDINANCE - AMEND SECTION 11.05 OF MUNICIPAL CODE - WARD IV BOUNDARY

Councilmember Carlisle introduced Ordinance No. 1049 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 11.05; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Sell. The Mayor then stated the question was, "Shall Ordinance No. 1049 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE - BOND ISSUANCE - PUBLIC SAFETY BONDS (FIRE EQUIPMENT)

Councilmember McLaughlin motioned to table Ordinance No. 1050, Bond Issuance - Public Safety Bonds (Fire Equipment). Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. RESOLUTION - AMENDMENT TO PENSION PLANS

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 07-110: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE APPOINTMENT OF VANTAGE TRUST COMPANY AS SUCCESSOR TRUSTEE OF CITY OF LA VISTA RETIREMENT PLANS AND AUTHORIZING CORRESPONDING PLAN AMENDMENTS.

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

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WHEREAS, the City maintains retirement plans for the employees of the City, including:

Plan No. 107200 - The City of La Vista, NE Defined Contribution Pension Plan and Trust,
Plan No. 106162 - The City of La Vista, NE City Administrators' Defined Contribution Pension Plan and Trust,
Plan No. 106442 - The City of La Vista, NE Firefighters Pension Plan and Trust ("Firefighters Plan"), and
Plan No. 107185 - The City of La Vista, NE Police Officers Pension Plan and Trust (collectively the "Plans"); and

WHEREAS, Investors Bank & Trust is trustee of the Plans; and

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

WHEREAS, the City has been notified that the State Street Bank and Trust Company acquired Investors Bank and Trust Company by merger, and as a result is successor trustee of the Plans, and will resign as trustee of the Plans effective as of January 1, 2008; and

WHEREAS, the City desires to appoint the Vantage Trust Company to serve as successor trustee of the Plans, effective as of January 1, 2008.

NOW, THEREFORE, BE IT RESOLVED, that Vantage Trust Company is hereby appointed to serve as the trustee of the above named retirement plans and trusts effective January 1, 2008;

BE IT RESOLVED FURTHER that the Mayor and City Clerk are authorized to execute the approved amendments for the Plans and to take any and all other action on behalf of the City as is necessary or appropriate to carry out the actions approved in this Resolution and to maintain the qualified status of the Plans.

Seconded by Councilmember Sell. Councilmember McLaughlin asked about the changes to the pension plans. Assistant City Administrator stated the ICMA informed the City of recent changes in the trustee due to a change at ICMA which needs to be applied to a portion of the plans. Councilmember Sheehan asked about Vantage, a subsidiary of ICMA. He would like the City to review the Company prior to a vote. Councilmember Carlisle amended her motion to table Resolution No. 07-110, Amendment to Pension Plans. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

E. RESOLUTION - PURCHASE OF POLICE CRUISERS

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 07-111: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDED A CONTRACT TO PERFORMANCE DODGE, LINCOLN, NEBRASKA FOR THE PURCHASE OF THREE (3) 2008 DODGE CHARGER POLICE PACKAGE CRUISERS AND ONE (1) 2008 DODGE MAGNUM POLICE PACKAGE CRUISER IN AN AMOUNT NOT TO EXCEED \$108,229.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of four (4) new police cruisers is necessary, and

WHEREAS, the FY 2008 General Fund budget does include funds for the purchase of said cruisers, and

WHEREAS, the Police Department recommends that the new cruisers being proposed for purchase should be Dodge Police Package vehicles, and

WHEREAS, the State of Nebraska did receive bids for 2008 Dodge police cruisers, and

WHEREAS, Performance Dodge, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2008 Dodge Police Package cruisers and will extend that price to the City of La Vista, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Performance Dodge, Lincoln, Nebraska and authorize the purchase of three (3) 2008 Dodge Charger Police Package cruisers and one (1) 2008 Dodge Magnum Police Package cruiser in an amount not to exceed \$108,229.

Seconded by Councilmember Quick. Councilmember McLaughlin asked the difference between the Magnum and the Charger. Police Chief Lausten stated the Magnum is a station wagon type vehicle. Councilmember Gowan stated that he assumes the Charger performs well. Lausten stated that the Charger performs very well and the Magnum has the same engine. Councilmember Sheehan asked what was done with the back seats that are taken out and replaced with a plastic liner seat. Lausten stated that the seats are stored and put back in the vehicle before it is sold at the end of its useful life. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

F. RESOLUTION – AUTHORIZATION TO PURCHASE SINGLE AXLE DUMP TRUCK

Councilmember Gowan introduced and moved for the adoption of Resolution No. 07-112: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2008 STERLING L7500 SINGLE AXLE DUMP TRUCK FROM WICK'S STERLING TRUCKS, INC., OMAHA, NEBRASKA, FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$104,991.20.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) 2008 L7500 Single Axle Dump Truck for the Public Works Department is necessary; and

WHEREAS, the FY 2007/08 General Fund budget includes funds for the purchase of said truck; and

WHEREAS, Wick's Sterling Truck, Inc., Omaha, Nebraska was awarded the State Bid for Single Axle Dump Trucks of the size and model being requested; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of one (1) 2008 Sterling L7500 Single Axle Dump Truck from Wick's Sterling Truck, Inc., Omaha, Nebraska, for the Public Works Department, in an amount not to exceed \$104,991.20.

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

G. RESOLUTION – PURCHASE OF 10' MILD STEEL V-BOX SANDER WITH PRE-WET SYSTEM

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 07-113: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF (1) 10' MILD STEEL V-BOX SANDER WITH PRE-WET SYSTEM FROM ASPEN EQUIPMENT COMPANY, OMAHA, NEBRASKA, FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$7,070.00.

WHEREAS, the City Council of the City of La Vista has determined that it is necessary to purchase a 10' Mild Steel V-Box Sander with Pre-Wet System; and

WHEREAS, two bids were received in response to the City's request for bids and the Public Works Director has reviewed those bids; and

WHEREAS, it is recommended the City designate Aspen Equipment Company, as the low compliant bidder in an amount not to exceed \$7,070.00; and

WHEREAS, funds are provided in the FY 2007/08 General Fund Budget for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

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NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska designate Aspen Equipment Company, Omaha, Nebraska as the low compliant bidder for (1) 10' Mild Steel V-Box Sander with Pre-Wet System in an amount not to exceed \$7,070.00.

Seconded by Councilmember Quick. Councilmember Sheehan asked if there was any better wear with the Carbon Steel versus the Mild Steel. Public Works Director Soucie stated that he did not see much difference between wear in Carbon Steel versus Mild Steel. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

H. RESOLUTION – PURCHASE USED PICKUP TRUCK - GOLF COURSE

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 07-114: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF (1) ONE USED PICKUP TRUCK FOR USE AT THE GOLF COURSE IN AN AMOUNT NOT TO EXCEED \$10,000.

WHEREAS, the City Council of the City of La Vista has determined that the acquisition of (1) one used pickup for use at the Golf Course is necessary, and

WHEREAS, the 2007/08 Golf Course Maintenance budget did include funds for the purchase of said vehicle, and

WHEREAS, the Public Works Department has drafted general specifications for the purchase of said truck, and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the La Vista, Nebraska, do hereby authorize the purchase of (1) one used pickup truck for use at the Golf Course in an amount not to exceed \$10,000.

Seconded by Councilmember Sell. Councilmember McLaughlin asked the cost of a new transmission. Public Works Director Soucie stated transmission repair would cost about \$900.00, but there are other problems with the current vehicle. Councilmember Gowan asked where the Public Works Departments looks for a used vehicle. Public Works Director Soucie said the options are open. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Ellerbeck, and Gowan. Nays: McLaughlin. Absent: None. Motion carried.

I. RESOLUTION – PURCHASE – UPGRADE TO WIRELESS COMMUNICATION SYSTEM

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 07-115: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A WIRELESS COMMUNICATION SYSTEM UPGRADE FROM HUNTEL COMMUNICATIONS, OMAHA NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$8,745.97.

WHEREAS, it has been determined that an upgrade to the wireless communication system between several municipal facilities is necessary; and

WHEREAS, funds were included in the FY08 Public Buildings and Grounds Budget for a wireless system upgrade; and

WHEREAS, a proposal was submitted by HunTel Communications Services, Omaha, Nebraska, the City's current wireless communications and telephone system provider, determined to be the sole source provider for this system upgrade; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a wireless communication system upgrade in an amount not to exceed \$8,745.97

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

J. RESOLUTION – CHANGE CITY COUNCIL MEETING DATE FROM JANUARY 1, 2008 TO JANUARY 2, 2008

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 07-116: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE IN THE JANUARY 2008 REGULAR MEETING DATE OF THE CITY COUNCIL

WHEREAS, the City Council has determined that a regularly scheduled meeting of the City Council falls on January 1, 2008; and

WHEREAS, January 1st is a National holiday and the City Council desires to change this meeting date to January 2, 2008.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the regularly scheduled meeting of the City Council be moved from January 1, 2008 to January 2, 2008 and that City Clerk be directed to publish notice of the meeting accordingly.

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

K. SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS **1. PUBLIC HEARING**

At 7:20 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments for Property Improvements.

At 7:21 p.m. Councilmember McLaughlin made a motion to close the public hearing. Seconded by Councilmember Quick. 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. 07-117: 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 owner of
10425 Hillcrest Drive, Lot 11, Val Vista Subdivision, \$259.12, and
was notified to clean up their property as they were in violation of the City
Municipal Code, Section 133.01, or the City would do so and bill them accordingly,
and

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

WHEREAS, the City sent the property owner a bill for said clean up which has not been paid,
and

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

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

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

Councilmember McLaughlin made a motion to move "Comments from the Floor" up on the agenda ahead of Item L, "Executive Session". Seconded by Councilmember Gowan.

MINUTE RECORD

November 6, 2007

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

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 asked that each individual limit his or her comments to 5 minutes. Martin Ware, a resident of La Vista addressed Council concerning the clean up on properties in the City. He stated the City is spending its money to send someone out to cut a yard. He feels the City needs to give a citation, and then charge when they do the clean up.

L. EXECUTIVE SESSION - STRATEGY SESSION/NEGOTIATING GUIDANCE – FOP COLLECTIVE BARGAINING UNIT; PERSONNEL PERFORMANCE

At 7:28 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for a strategy session/negotiating guidance – FOP Collective Bargaining Unit; and to prevent needless injury to the reputation of an individual to discuss personnel performance. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion and repeated the motion.

At 7:45 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember McLaughlin. Mayor Kindig stated the discussion in executive session was limited to the subject matter contained in the original motion. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig stated that Halloween Safe Night went very well. The Fire Department did get a call during the event and had to leave. A total of 680 attended the event. Councilmember Quick and Chief Uhl dressed up for the event.

Mayor Kindig stated that City Administrator Gunn and he attended a meeting of the United Cities of Sarpy County last week to talk about issues that may go to the legislature. The Council will be provided further information at a later date.

Mayor Kindig informed Council that pricing was checked for the soup feed, and the cost will be \$25.00 per Councilmember, which is optional. The Bank of Nebraska has donated \$200 and Stylehouse has donated \$100 for the event. The Recreation Department is coordinating the event.

Mayor Kindig informed Council that City Administrator Gunn and he met with Senator Flood at Paypal.

ADJOURNMENT

At 7:52 p.m. Councilmember Carlisle made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2007.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Bueth, CMC
City Clerk

MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

MINUTES OF MEETING September 13, 2007

Members Present: Karen Cahill Rose Iwan Samantha Maine Valerie Russell
Barbara Weikle Carol Westlund

Agenda Item #1: Call to Order

The meeting was called to order at 5:36 p.m.

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

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

Agenda Item #3: Introductions

Introductions were made for the new Library Advisory Board members Karen Cahill and Valerie Russell.

Agenda Item #4: Approval of Minutes of March 8, 2007 Meeting

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

Agenda Item #5: Library Director's Report

- a. Programs: an overview of various programs was given including the new Home School Library Orientation Program beginning this fall.
- b. Employee updates were given: Marcia Schipper attended the Nebraska Library Leadership Institution held in July.

Agenda Item #6: Circulation Report

Library Director Iwan distributed the circulation report. The report was discussed and accepted.

Agenda Item #7: Old Business

- a. Current and future grants were reviewed. The grant for "Read and Play – Building Literacy and Socialization" was funded by the La Vista Community Foundation. The grant has been completed and the final report finished. The Youth Grant through the Nebraska Library Commission has been completed and the final report finished. A grant for books is being considered.
- b. The two new Library Advisory Board members were introduced.
- c. Summer Reading Program 2007. This year's theme: Get a Clue @ your library TM. The final report has been submitted.
- d. Library Safety. The results of the library inspection were discussed.
- e. Budget FY 2007/08. The budget for the upcoming fiscal year will have its final reading by the City Council.
- f. New Library Cards. New library cards are being introduced. The new cards will reduce library costs through materials and staff time.

Agenda Item #8: New Business

- a. Patron Request for Drive-up Book Drop. More information is being gathered including if local libraries have outside book drops.

- b. Weekend book fines were discussed. Additional information is being gathered from local libraries.

Agenda Item #9: Comments from the Floor

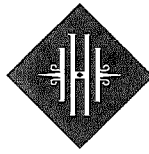
There were no comments from the floor.

Agenda Item #10: Comments from the Board

There were no comments from the Board.

There was a motion by Maine and seconded by Russell to adjourn the meeting at 6:28 p.m.

The next meeting is scheduled for November 8th, 2007 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.



John Q. Hammons
INDUSTRIES

October 22, 2007

Sheila Lindberg, Finance Director
City of La Vista
8116 Park View Blvd.
LaVista, NE 68128

RE: Draw Request #2 on LaVista, NE Conference Center

Dear Ms. Lindberg:

Enclosed is our second draw on the Conference Center in LaVista, NE in the amount of \$1,381,333.91 with supporting invoices. Our 28% equity of this draw is \$373,264.31.

We would like the funds in the amount of \$1,008,069.60 wired as early as possible on the morning of November 1, 2007 using the enclosed wiring instructions. Please notify me at 417/864-4300 when this is completed.

Sincerely,

Jacquie Dowdy
Treasurer

lfh
enclosures

300 John Q. Hammons Parkway • Suite 900 • Springfield, Missouri 65806
(417) 864-4300 • FAX (417) 873-3540

PROJECT: LAVISTA, NE CONVENTION CENTER

LENDER: CITY OF LAVISTA

DRAW #2

OCTOBER 22, 2007

LAVISTANECONVCTRDRAW

	CONSTRUCTION BUDGET	AMOUNT PAID BY JOH	ADVANCED TO DATE	TOTAL PAID TO DATE BEFORE REQUEST	CURRENT DRAW #2	LESS JOH 28.00%	NET CURRENT REQUEST	TOTAL ADV AFTER REQUEST	TOTAL PAID AFTER REQUEST	TOTAL % OF BUDGET	BALANCE TO FINISH
LAND	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,200,000.00
CONSTRUCTION	\$ 14,850,000.00	\$ 1,319,335.89	\$ 3,392,577.99	\$ 4,711,913.88	\$ 1,370,554.05	\$ (370,245.95)	\$ 1,000,308.10	\$ 4,392,886.09	\$ 6,082,467.93	40.96%	\$ 8,767,532.07
BUILDING PERMITS	\$ 90,000.00	\$ 35,551.65	\$ 91,418.54	\$ 126,970.19	\$ -	\$ -	\$ -	\$ 91,418.54	\$ 126,970.19	141.08%	\$ (36,970.19)
TECHNICAL FEES	\$ 1,312,000.00	\$ 142,266.49	\$ 365,828.10	\$ 508,094.59	\$ 10,779.86	\$ (3,018.36)	\$ 7,761.50	\$ 373,589.60	\$ 518,874.45	39.55%	\$ 793,125.55
F F & E	\$ 3,957,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 3,957,000.00
CAPITALIZED INTEREST	\$ 665,156.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 665,156.00
FINANCE COSTS	\$ 626,844.00	\$ 18,762.75	\$ -	\$ 18,762.75	\$ -	\$ -	\$ -	\$ -	\$ 18,762.75	2.99%	\$ 608,081.25
PRE-OPENING	\$ 300,000.00	\$ 21.69	\$ 55.76	\$ 77.45	\$ -	\$ -	\$ -	\$ 55.76	\$ 77.45	0.03%	\$ 299,922.55
LEGAL FEES	\$ 50,000.00	\$ 68.60	\$ 176.40	\$ 245.00	\$ -	\$ -	\$ -	\$ 176.40	\$ 245.00	0.49%	\$ 49,755.00
MISCELLANEOUS	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 150,000.00
TOTAL	\$ 23,201,000.00	\$ 1,516,007.07	\$ 3,850,056.79	\$ 5,366,063.86	\$ 1,381,333.91	\$ (373,264.31)	\$ 1,008,069.60	\$ 4,858,126.39	\$ 6,747,397.77	22.47%	\$ 16,453,602.23

% OF JOB AFTER CURRENT DRAW 22.47%

28% PAID BY BORROWER: \$ 373,264.31

72% ADVANCED BY CITY: \$ 1,008,069.60

TOTAL INVOICES SUBMITTED: \$ 1,381,333.91



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

Invoice

CITY OF LaVISTA
8116 PARKVIEW BOULEVARD
LAVISTA 68128

October 30, 2007

Project No: 0171-254

Invoice No: 82015

Project 0171-254 BIG PAPIO TRAIL CONNECTION PO# 07-0086

Payment Request No. 1 Per Attached Documentation

Total this Invoice \$4,507.82

OK - Payment
11-14-07
Rec'd # 05,71, 0016,02
[Signature]

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. 1 ITEMIZATION
 INVOICE NO. 82015

Labor

Name & Title	Title	Hours	Actual Rate/Hr.	Cost
John M. Kottmann	Senior Engineer	0	\$40.24	\$0.00
Brian Lodes	Staff Engineer	1.25	\$24.52	\$30.65
Roger Meyer	Sr. CADD Tech w/Eqpt.	2	\$24.20	\$48.40
Michael Smith	Registered Land Surveyor	5.5	\$27.31	\$150.21
David Pearson	Survey Party Chief	31.5	\$15.00	\$472.50
Brian Morgan	Survey Technician	31	\$13.00	\$403.00
Michael Skiles	Survey CADD Tech w/Eqpt.	12.75	\$17.00	\$216.75
Barb Mazurak	Clerical	0	\$19.15	\$0.00
Sub-Total				\$1,321.51
Direct Labor Subtotal				\$1,321.51
Overhead @ 166%				\$2,193.70
Sub-Total Labor & Overhead				\$3,515.20
Profit, 10% of Subtotal for Labor & Overhead				\$351.52
Total Labor, Overhead & Profit				\$3,866.72

Other Direct Costs

Reimbursable Expenses

Reproduction Services	\$0.00
Mileage	\$93.60
Data Collection Eqpt.	\$547.50
Sub-Total for Reimbursables	\$641.10

Total Estimated Professional Fees \$4,507.82

KEYSTONE TRAIL-LA VISTA LINK
PROJECT NO. ENH-77(50)
CONTROL NO. 22251
CONSULTANT AGREEMENT
PAY REQUEST NO. 1
PROGRESS REPORT

Environmental Reviews	5%
Topo. Survey, ROW & Utility Information	95%
Preliminary Design	0%
Final Design	0%
Final P, S & E	0%
Bidding Phase	0%

ACCOUNTS PAYABLE CHECK REGISTER

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

1	Bank of Nebraska (600-873)								
90988	11/13/2007	2625	CARDMEMBER SERVICE-ELAN		8,896.70				**MANUAL**
90989	11/13/2007	2888	HOME DEPOT CREDIT SERVICES		7.12				**MANUAL**
90990	11/13/2007	292	SAM'S CLUB		590.72				**MANUAL**
90991	11/13/2007	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00				**MANUAL**
90992	11/13/2007	1194	QUALITY BRANDS OF OMAHA		82.35				**MANUAL**
90993	11/20/2007	3883	3CMA MEMBERSHIP		300.00				
90994	11/20/2007	2997	A.S.P. ENTERPRISES INC		650.24				
90995	11/20/2007	2892	AA WHEEL & TRUCK SUPPLY INC		143.30				
90996	11/20/2007	762	ACTION BATTERIES UNLTD INC		369.80				
90997	11/20/2007	571	ALAMAR UNIFORMS		123.99				
90998	11/20/2007	106	ALL MAKES OFFICE EQUIPMENT CO		83.00				
90999	11/20/2007	196	AQUILA		198.28				
91000	11/20/2007	536	ARAMARK UNIFORM SERVICES INC		232.69				
91001	11/20/2007	706	ASSOCIATED FIRE PROTECTION		1,090.50				
91002	11/20/2007	201	BAKER & TAYLOR BOOKS		322.09				
91003	11/20/2007	3102	BBC AUDIOBOOKS AMERICA		187.38				
91004	11/20/2007	1784	BENNINGTON IMPLEMENT		608.22				
91005	11/20/2007	3774	BENSON RECORDS MANAGEMENT CTR		50.30				
91006	11/20/2007	1242	BRENTWOOD AUTO WASH		104.67				
91007	11/20/2007	76	BUILDERS SUPPLY CO INC		94.87				
91008	11/20/2007	2285	CENTER POINT PUBLISHING		80.28				
91009	11/20/2007	152	CITY OF OMAHA		40,145.52				
91010	11/20/2007	301	CITY OF PAPILLION		190.00				
91011	11/20/2007	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
91012	11/20/2007	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
91013	11/20/2007	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
91014	11/20/2007	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
91015	11/20/2007	83	CJ'S HOME CENTER		1,095.09				
91016	11/20/2007	468	CONTROL MASTERS INCORPORATED		34.20				
91017	11/20/2007	2158	COX COMMUNICATIONS		252.65				
91018	11/20/2007	846	DATA TECHNOLOGIES INC		8,345.87				
91019	11/20/2007	3141	DBA MUDJACKING		1,050.00				
91020	11/20/2007	111	DEMCO		383.98				
91021	11/20/2007	2908	DMI VIDEOS INC		201.12				
91022	11/20/2007	3193	ED ROEHR SAFETY PRODUCTS CO		125.96				
91023	11/20/2007	804	ELECTRIC FIXTURE & SUPPLY CO		93.68				
91024	11/20/2007	3855	EXPERIMENTAL DECALS		10.50				
91025	11/20/2007	3159	FASTENAL COMPANY		417.84				
91026	11/20/2007	3460	FEDEX		7.94				
91027	11/20/2007	1235	FEDEX KINKO'S		436.71				
91028	11/20/2007	3007	FIRE-EXTRICATION-HAZMAT		161.60				
91029	11/20/2007	3826	FISHER EQUIPMENT COMPANY		955.15				
91030	11/20/2007	142	FITZGERALD SCHORR BARMETTLER		4,776.50				
91031	11/20/2007	164	GRAINGER		10.19				
91032	11/20/2007	285	GRAYBAR ELECTRIC COMPANY INC		90.55				
91033	11/20/2007	385	GREAT PLAINS ONE-CALL SVC INC		361.51				
91034	11/20/2007	1624	GUNN, BRENDA		76.90				
91035	11/20/2007	625	H W WILSON COMPANY LOCKBOX		227.00				
91036	11/20/2007	426	HANEY SHOE STORE		240.00				
91037	11/20/2007	1688	HANNEBAUM GRAIN CO INC		6,224.38				
91038	11/20/2007	387	HARM'S CONCRETE INC		83.00				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
91039	11/20/2007	3681	HEARTLAND TIRES AND TREADS	511.08			
91040	11/20/2007	2407	HEIMES CORPORATION	244.99			
91041	11/20/2007	797	HOBBY LOBBY STORES INC	46.62			
91042	11/20/2007	526	HOST COFFEE SERVICE INC	39.60			
91043	11/20/2007	136	HUNTEL COMMUNICATIONS, INC	3,954.71			
91044	11/20/2007	376	HURST, JEAN	175.57			
91045	11/20/2007	1498	INDUSTRIAL SALES COMPANY INC	12.27			
91046	11/20/2007	162	INLAND TRUCK PARTS	70.85			
91047	11/20/2007	2762	IOWA PRISON INDUSTRIES	224.84			
91048	11/20/2007	2554	IWAN, ROSE	184.30			
91049	11/20/2007	1896	J Q OFFICE EQUIPMENT INC	435.29			
91050	11/20/2007	2379	JO DON'S	160.00			
91051	11/20/2007	2435	LANDSHIRE INC	134.54			
91052	11/20/2007	927	LANGLEY ANIMAL HOSPITAL	15.00			
91053	11/20/2007	787	LENER PUBLISHING GROUP	1,155.27			
91054	11/20/2007	877	LINWELD	111.23			
91055	11/20/2007	1573	LOGAN CONTRACTORS SUPPLY	450.29			
91056	11/20/2007	2664	LOU'S SPORTING GOODS	419.53			
91057	11/20/2007	1081	M & M PORTABLES	136.00			
91058	11/20/2007	1875	MARSHALL CAVENDISH CORP	150.09			
91059	11/20/2007	3868	MAX I WALKER CLEANERS	235.30			
91060	11/20/2007	3468	METAL SUPERMARKETS-OMAHA	46.93			
91061	11/20/2007	1175	METRO GRAPHIC ARTS INC	143.30			
91062	11/20/2007	3884	METRO LANDSCAPE MATERIALS &	938.00			
91063	11/20/2007	1600	MIDLANDS COMMUNITY HOSPITAL	150.00			
91064	11/20/2007	1176	MIDWEST GANG INVESTIGATORS	25.00			
91065	11/20/2007	1050	MILLER PRESS	110.00			
91066	11/20/2007	2550	MSC INDUSTRIAL SUPPLY CO	213.81			
91067	11/20/2007	479	NEBRASKA LIBRARY COMMISSION	26.97			
91068	11/20/2007	440	NEBRASKA MACHINERY COMPANY	33.81			
91069	11/20/2007	2685	NEBRASKA TURF PRODUCTS	450.00			
91070	11/20/2007	653	NEUMAN EQUIPMENT COMPANY	122.00			
91071	11/20/2007	2631	NEXTEL COMMUNICATIONS	383.61			
91072	11/20/2007	2657	NORTHERN WATER WORKS SUPPLY	486.00			
91073	11/20/2007	3415	OABR PRINT SHOP	150.45			
91074	11/20/2007	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
91075	11/20/2007	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
91076	11/20/2007	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
91077	11/20/2007	1014	OFFICE DEPOT INC-CINCINNATI	1,041.18			
91078	11/20/2007	79	OMAHA COMPOUND COMPANY	165.39			
91079	11/20/2007	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
91080	11/20/2007	195	OMAHA PUBLIC POWER DISTRICT	31,100.10			
91081	11/20/2007	3413	ON YOUR MARKS	983.03			
91082	11/20/2007	1178	OVERHEAD DOOR COMPANY OF OMAHA	29.25			
91083	11/20/2007	3039	PAPILLION SANITATION	214.60			
91084	11/20/2007	2686	PARAMOUNT LINEN & UNIFORM	320.58			
91085	11/20/2007	1723	PENWORTHY COMPANY	994.36			
91086	11/20/2007	1821	PETTY CASH-PAM BUETHE	61.99			
91087	11/20/2007	159	PRECISION INDUSTRIES INC	23.15			
91088	11/20/2007	2879	PRESCO SALES & SERVICE INC	4,341.64			
91089	11/20/2007	1921	PRINCIPAL LIFE-FLEX SPENDING	155.25			
91090	11/20/2007	219	QWEST	81.52			
91091	11/20/2007	2804	RADAR SHOP	23.50			

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
91092	11/20/2007	191	READY MIXED CONCRETE COMPANY	4,116.05			
91093	11/20/2007	3880	REMINGTON ARMS CO INC	400.00			
91094	11/20/2007	604	ROURKE PUBLISHING COMPANY	2,337.10			
91095	11/20/2007	487	SAPP BROS PETROLEUM INC	6,656.74			
91096	11/20/2007	150	SARPY COUNTY TREASURER	12,075.00			
91097	11/20/2007	395	SHAMROCK CONCRETE COMPANY	36.00			
91098	11/20/2007	2634	STERIL MANUFACTURING CO	50.00			
91099	11/20/2007	47	SUBURBAN NEWSPAPERS INC	319.35			
91100	11/20/2007	143	THOMPSON DREESSEN & DORNER	8,498.45			
91101	11/20/2007	1344	THOMSON GALE	66.21			
91102	11/20/2007	3309	THREE RING ENTERPRISES INC	.00	**CLEARED**	**VOIDED**	
91103	11/20/2007	3309	THREE RING ENTERPRISES INC	.00	**CLEARED**	**VOIDED**	
91104	11/20/2007	3309	THREE RING ENTERPRISES INC	1,152.48			
91105	11/20/2007	1973	TROE, ANN	745.00			
91106	11/20/2007	167	U S ASPHALT COMPANY	54.74			
91107	11/20/2007	2426	UNITED PARCEL SERVICE	15.75			
91108	11/20/2007	3717	UNIVERSAL HOSPITAL SVCS INC	2,390.00			
91109	11/20/2007	33	UNIVERSITY OF NEBRASKA LINCOLN	30.00			
91110	11/20/2007	766	VIERREGGER ELECTRIC COMPANY	20,312.88			
91111	11/20/2007	78	WASTE MANAGEMENT NEBRASKA	648.57			
91112	11/20/2007	968	WICK'S STERLING TRUCKS INC	9.49			

BANK TOTAL 192,182.94
OUTSTANDING 192,182.94
CLEARED .00
VOIDED .00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND	121,964.32	121,964.32	.00	.00
02	SEWER FUND	62,946.11	62,946.11	.00	.00
05	CONSTRUCTION	5,223.60	5,223.60	.00	.00
09	GOLF COURSE FUND	2,048.91	2,048.91	.00	.00

REPORT TOTAL 192,182.94
OUTSTANDING 192,182.94
CLEARED .00
VOIDED .00

+ Gross Payroll 11/16/07 181,223.61

GRAND TOTAL \$373,406.55

APPROVED BY COUNCIL MEMBERS 11/20/07

COUNCIL MEMBER

COUNCIL MEMBER

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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2007 AGENDA**

Subject:	Type:	Submitted By:
BOND ISSUANCE PUBLIC SAFETY BONDS (FIRE EQUIPMENT)	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

Bond Counsel has prepared an ordinance to provide for the City of La Vista to proceed with the issuance of Public Safety Tax Anticipation Bonds in the principal amount of \$1,370,000 in order to purchase public safety equipment.

FISCAL IMPACT

The bond issue and the principal and interest payments are included in the FY08 Budget.

RECOMMENDATION

Approval.

BACKGROUND

The City Council authorized the advertisement for bids, at the March 21, 2006 meeting, for the purchase of a pumper truck and 75' aerial truck through Resolution 06-045. The bid was awarded to Sutphen Corporation, not to exceed \$1,393,274.20, through Resolution 06-146 on October 16, 2006.

Savings from the original bid price were achieved through elimination of redundancy of tools, reengineering the apparatus for practicality, and savings on loose goods for the trucks such as thermal imaging cameras and defibrillators.

A complete copy of all supporting documents is on file in the Office of the City Clerk.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY TAX ANTICIPATION BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF ONE MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$1,370,000) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUIRING CERTAIN PUBLIC SAFETY EQUIPMENT; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASERS; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of La Vista, Nebraska, hereby find and determine: That it is necessary for the City to provide funds for the purpose of paying the costs of acquiring two fire trucks and other fire suppression equipment; that in order to pay the costs of said acquisitions, it is necessary and advisable for the City to issue its Public Safety Tax Anticipation Bonds in an amount not less than \$1,370,000, that the taxable valuation of all taxable property within the City as most recently determined, is \$897,837,113; that pursuant to Section 18-1201 and 18-1202, R.R.S. Neb. 1997, as amended, the Mayor and Council of the City of La Vista have provided for the levying of a special tax, all as more specifically described in Section 9 hereof; that the City currently has no bonds outstanding pursuant to the authorization provided for in Section 18-1202, R.R.S. Neb. 1997; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Public Safety Tax Anticipation Bonds in the amount of \$1,370,000 pursuant to Section 18-1202, R.R.S. Neb. 1997, do exist and have been done as required by law.

Section 2. To pay the cost of the project specified in Section 1 hereof, there shall be and there are hereby ordered issued Public Safety Tax Anticipation Bonds, Series 2007, of the City of La Vista, Nebraska in the principal amount of One Million Three Hundred Seventy Thousand Dollars (\$1,370,000) (the "Bonds") with said Bonds bearing interest at the rates per annum and to become due on November 15 of the year as indicated below:

<u>Principal Amount</u>	<u>Maturing November 15,</u>	<u>Interest Rate</u>
\$70,000	2008	5.00%
70,000	2009	5.00
75,000	2010	5.00
75,000	2011	5.00
80,000	2012	5.00
85,000	2013	5.00
85,000	2014	5.00
90,000	2015	5.00
95,000	2016	5.00
95,000	2017	5.00
550,000	2022	5.00

Provided, however, the bonds maturing as term bonds on November 15, 2022 (the "Term Bonds") shall be subject to call for redemption through application of a mandatory sinking fund payment, said bonds being callable by lot in the amount and on the dates as set out below at par plus accrued interest to the date of such call and in accordance with Section 6 of this Ordinance:

<u>Redemption Date</u>	<u>Amount Required to be Redeemed</u>
November 15, 2018	100,000
November 15, 2019	105,000
November 15, 2020	110,000
November 15, 2021	115,000
November 15, 2022	120,000 (final maturity)

The terms set forth above are intended as preliminary directions relating to the sale and issuance of the Bonds. In connection with determining the final terms of sale for the Bonds under Section 8 of this Resolution there shall be executed and delivered on behalf of the City a designation of final terms (the "Designation") subject to the following: (a) such Bonds may bear interest at any lower interest rate per annum for each maturity from that shown above, (b) the principal maturity amounts may be modified, and (c) term maturities and the related mandatory sinking fund redemptions may be modified (including conversion of term maturities to serial maturities or serial maturities to term maturities), all as the City Administrator and/or Mayor may establish acting on behalf of the City and as may be agreed to by the Purchaser designated in

Section 8 of this Ordinance, provided further that in no event shall (x) the aggregate stated principal amount of the Bonds exceed \$1,370,000 or (y) the debt service (taking into consideration any and all designated mandatory sinking fund redemptions) due on the Bonds in any fiscal year exceed \$160,000.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable on semi-annually on May 15 and November 15 of each year, commencing May 15, 2008 (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The City Treasurer is hereby designated to serve as Paying Agent and Registrar for the Bonds. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the office of the City Treasurer. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Mayor and Council without amending this Ordinance may designate a replacement Paying Agent and Registrar with written notice of any such designation being furnished by mail or other means of communication deemed appropriate to the registered owners of the Bonds.

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

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are

authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. Bonds maturing on or after November 15, 2013, shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue of the Bonds at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Any scheduled mandatory redemptions of Term Bonds shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of redemption shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

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

UNITED STATE OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY

PUBLIC SAFETY TAX ANTICIPATION BOND, SERIES 2007
OF THE CITY OF LA VISTA, NEBRASKA

No. R-

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	November 15,	December ____, 2007	

Registered Owner: Cede & Co.
13-2555119

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on May 15 and November 15 of each year, commencing May 15, 2008 (each of said dates an "Interest Payment Date"). Said interest shall be computed based upon a 360-day year consisting of twelve 30-day months. The principal hereof and interest due at maturity or upon earlier redemption are payable upon presentation and surrender of this bond at the office of the City Treasurer, the Paying Agent and Registrar. Interest on this bond due prior to maturity or early redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of One Million Three Hundred Seventy Thousand Dollars (\$1,370,000), of even date and like tenor except as to denomination, date of maturity and rate of interest, which are issued by the City for the purpose of paying the costs of acquiring two fire trucks and other fire suppression equipment, in strict compliance with Sections 18-1201 and 18-1202, R.R.S. Neb. 1997, and has been duly authorized by ordinance legally passed, approved and published, and by proceedings duly had by the Mayor and Council of said City.

Bonds of this issue maturing November 15, 2013 and thereafter are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

The Bonds due as term bonds in the year 2022 (the "Term Bonds") are required to be redeemed prior to their stated maturity, commencing on November 15, 2018, and continuing on November 15 of each year thereafter through and including payment at maturity, in part, which redemptions and payment at maturity shall be in the years and for the principal amounts set forth below:

<u>Redemption Date</u>	<u>Amount Required to be Redeemed</u>
November 15, 2018	100,000
November 15, 2019	105,000
November 15, 2020	110,000
November 15, 2021	115,000
November 15, 2022	120,000 (final maturity)

Such mandatory redemptions shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar, subject to the terms of the Ordinance.

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner's address in the manner specified in the Ordinance. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

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

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

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitations imposed by law. The City has agreed to make a special levy of taxes as permitted by Section 18-1201, R.R.S. Neb. 1997, of not more than five cents on each \$100 upon the taxable value of all the taxable property within the City, which tax shall be sufficient in rate and amount to fully pay the principal and interest of this bond and the other bonds of said issue as the same become due. The City agrees that said bonds shall be secured by such tax so assessed and levied and shall be payable only out of the funds derived from such tax.

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

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City of La Vista by being signed by facsimile signatures of the Mayor and City Clerk and by causing the official seal of the City to be affixed hereto, all as of the date of original issue specified above.

CITY OF LA VISTA, NEBRASKA

(SEAL)

By: (facsimile signature)
Mayor

ATTEST:

(facsimile signature)
City Clerk

CERTIFICATE OF AUTHENTICATION

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

CITY TREASURER, City of La Vista, Nebraska,
as Paying Agent and Registrar

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

Note: The signature of this assignment must correspond with the name as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

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

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

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

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

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

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

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

(d) Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

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

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

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

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of said City. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City Treasurer shall cause a record of the information required by Section 10-140, R.R.S. Neb. 1997, as amended, regarding the Bonds to be kept by the City and filed in the office of the Auditor of Public Accounts of the State of Nebraska. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to D.A. Davidson & Co., as the initial purchaser thereof, (the "Purchaser") upon receipt of 99.25% (which amount may be modified in the Designation to include original issue discount and/or original issue premium if determined appropriate for any maturity in connection with the determination of final interest rates and maturity schedule under the terms of Section 2 of this Ordinance) of the principal amount of the Bonds plus accrued interest thereon to date of payment of the Bonds. The Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The final terms of the Bonds shall be set forth in a Designation of Final Maturity Schedule and Interest Rates (the "Designation") executed on behalf of the Purchaser and on behalf of the City by the Mayor.

Section 9. The City agrees that it shall, pursuant to Section 18-1201, R.R.S. Neb. 1997, levy a special tax so long as any of said Bonds remain outstanding of not more than five cents upon each \$100 upon the taxable value of all the taxable property within the City. The City further agrees that in each calendar year in which payments of principal and interest fall due on the Bonds of this issue, such tax shall be levied and collected in an amount not less than 112% of the total amount of principal and interest payable on the Bonds in such calendar year. The Bonds shall be secured by such tax and shall be payable only out of the funds derived from such tax. On receipt of such taxes, the City Treasurer shall hold such tax in a separate fund for the purpose of paying or redeeming the Bonds.

Section 10. The City Clerk shall make and certify duplicate transcripts of the proceedings of the Mayor and Council precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the purchaser of said Bonds.

Section 11. The proceeds of the Bonds shall be applied to the payment of costs of the improvements and acquisition of the equipment and vehicles as described in Section 1 hereof upon order of the Mayor and Council.

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund attributable to said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended, and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Internal Revenue Code of 1986, as amended, to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during calendar 2007.

Section 13. The City's obligations under this Ordinance with respect to any or all of the Bonds shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such

payment, or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing, or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times as will insure the availability of sufficient money to make such payment; provided, however, that, with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company may be invested and reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from such U.S. Government Obligations in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited, shall be paid over to the City as and when collected.

Section 14. In accordance with the requirements of Rule 15c2-12 (as now existing or subsequently amended, the "Rule") promulgated by the Securities and Exchange Commission (the "Commission"), the City hereby agrees that it will provide the following continuing disclosure information:

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

(b) in a timely manner to each NRMSIR (as and to the extent required by the Rule) or to the Municipal Securities Rule Making Board ("MSRB") (as and to the extent required by the Rule), notice of the occurrence of any of the following events with respect to the Bonds, if in the judgment of the City, such event is material:

- (1) principal and interest payment delinquencies,
- (2) non-payment related defaults,
- (3) unscheduled draws on debt service reserves reflecting financial difficulties,
- (4) unscheduled draws on credit enhancements reflecting financial difficulties,
- (5) substitution of credit or liquidity providers, or their failure to perform,
- (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds,
- (7) modifications to rights of the registered owners of the Bonds,
- (8) bond calls for the Bonds,
- (9) defeasances for the Bonds,
- (10) release, substitution, or sale of property securing repayment of the Bonds, and
- (11) rating changes, if any.

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

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

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City hereby agrees that such covenants may be enforced by any registered owner or Beneficial Owner of the Bonds, provided that any such right to enforcement shall be limited to specific enforcement of the continuing disclosure provisions of this Ordinance and any failure shall not constitute an event of default under this Ordinance or the Bonds. The continuing disclosure obligations of the City shall cease when none of the Bonds remain outstanding.

Section 15. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its passage as provided by law.

PASSED AND APPROVED this 20th day of November, 2007.

Mayor

ATTEST:

City Clerk

(SEAL)

Motion for adjournment was duly made, seconded and on roll call vote was declared adopted by the Mayor.

I, Pamela A. Buethe, the undersigned City Clerk for the City of La Vista, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on November 20, 2007; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

City Clerk

[SEAL]

DOCS/821359.3

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2007 AGENDA**

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

SYNOPSIS

A resolution has been prepared to approve the proposed Collective Bargaining Agreement between the City of La Vista and the La Vista Fraternal Order of Police, Lodge No. 28 for FY 2008 & FY 2009 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance have additionally been prepared.

FISCAL IMPACT

The proposed agreement provides for an increase in the hourly wage rate of 5.25% for Police Officers and 7.25% for Sergeants for both years. The FY 07/08 municipal budget contains funding for the proposed wages.

RECOMMENDATION

Approval.

BACKGROUND

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police expired on September 30, 2007. The terms of a new agreement have been negotiated and a copy is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FISCAL YEAR 2008 AND FISCAL YEAR 2009 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

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

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

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

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on November 12, 2007.

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

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2007.

PASSED AND APPROVED THIS ____ DAY OF NOVEMBER, 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. _____

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

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

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

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

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

Section 4. Management Exempt Employees. The management exempt employees of the City of La Vista, Nebraska, hereafter named, and collectively referred to as department head level employees, shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries not to exceed the amounts established in Table A, set forth in Section 21 of this Ordinance, for the following respective wage ranges:

Position	Range
Asst. City Administrator	39
City Clerk	37
Community Development Director	38
Finance Director	38
Fire Chief	38
Library Director	37
Police Chief	39
Director of Public Buildings and Grounds	36
Public Works Director	39
Recreation Director	37

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. Golf Superintendent	111
Asst. Recreation Director	120
Chief Building Official	128
Golf Course Services Manager	113
Golf Course Superintendent	116
Human Resources Assistant	115
Office Manager	122
Park Superintendent	128
Planner	128
Police Lieutenant	131
Program Director	116
Street Superintendent	128

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 200, Table 300, and Table 400, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accounting Clerk	214
Administrative Assistant	215
Administrative Secretary	215
Asst. Mechanic	318
Building Inspector	218
Building Inspector II	223
Code Enforcement Officer	215
Custodian	210
Evidence Technician	211
Executive Assistant	217
Librarian III	217
Librarian II	215
Librarian I	214
Maintenance Assistant	216
Maintenance Worker I	311
Maintenance Worker II	316
Park Foreman	320
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	212
Program Coordinator	212
Records Clerk & Computer Specialist	218
Secretary II	214
Secretary/Receptionist	211
Sewer Foreman	320
Street Foreman	320
Shop Foreman	322

Section 7. Part-Time and Temporary Employees. The compensation of part-time and temporary City employees shall be, and the same hereby is, continued in accordance with the following schedule and in accordance with such rules as have been or may be established by Resolution of the City Council:

- | | |
|-------------------------------------|--|
| A. Part-Time Help/Seasonal | An hourly rate not to exceed \$10.50 per hour. |
| B. Temporary/Part-Time Professional | An hourly rate not to exceed \$22.00 per hour. |
| C. Part-Time Help | An hourly compensation rate as fixed in accordance with the schedules of Table 200, set forth in Section 21 of this Ordinance. |

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

Section 8. Certification Incentive Pay for Chief Building Official and Building Inspectors.

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

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Longevity Pay for Salaried Full-Time Employees and Hourly Paid Full-Time Employees, Including Police Employees. Employees of the City in the positions set forth in Sections 3, 5 and 6 of this Ordinance, including police positions, shall receive longevity pay as follows:

An amount equal to the following percentage of the hourly rate set forth in Section 3, 5 and 6 of this Ordinance, rounded to the nearest whole cent:

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

Section 12. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies,

regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

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

Section 13. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 14. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, Covering The Period From October 1, 2007⁴ through September 30, 2009⁶," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each regular full-time salaried non-exempt employee and each full time hourly paid employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 5 or 6 of this Ordinance and any longevity pay due under this Ordinance.
- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120.
- G. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.

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

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

Section 16. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday, except for Police Officers, in which case the pay period will commence at 11:00 p.m. Saturday and will conclude at 10:59 p.m. on the second succeeding Sunday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 17. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 18. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 19. Vacation Leave. Upon satisfactory completion of the probationary period applicable to the employee in question, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than two hours. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 20. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation upon completion of one (1) year of continuous full-time employment; eleven (11) days of paid vacation upon completion of two (2) years of continuous full-time employment; and thereafter, eleven (11) days of paid vacation upon completion of each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation after one (1) year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment and successful completion of the initial or extended initial probationary period. Total paid vacation time earned per year shall not exceed forty (40) hours.

Section 21. Wage Tables.

Table A							
Classification: Management Exempt Employees							
Range		A	B	C	D	E	F
39	Monthly	6,492	6,817	7,158	7,516	7,891	8,286
	Annual	77,907	81,803	85,893	90,187	94,696	99,431
38	Monthly	5,953	6,251	6,563	6,891	7,236	7,598
	Annual	71,435	75,007	78,757	82,695	86,829	91,170
37	Monthly	5,608	5,888	6,182	6,492	6,816	7,157
	Annual	67,292	70,657	74,190	77,899	81,793	85,883
36	Monthly	5,398	5,668	5,951	6,248	6,561	6,889
	Annual	64,773	68,011	71,412	74,982	78,731	82,668

Table 100							
Classification: Salaried Exempt Employees							
Range		A	B	C	D	E	F
131	Monthly	4,482	4,706	5,010	5,187	5,445	5,717
	Annual	53,786	56,475	60,121	62,249	65,336	68,606
128	Monthly	3,857	4,047	4,249	4,461	4,684	4,921
	Annual	46,279	48,566	50,988	53,534	56,209	59,050
123	Monthly	3,238	3,401	3,570	3,749	3,936	4,132
	Annual	38,861	40,811	42,844	44,987	47,230	49,584
122	Monthly	2,813	3,025	3,233	3,444	3,617	3,798
	Annual	33,761	36,302	38,792	41,332	43,398	45,570
120	Monthly	2,765	2,904	3,049	3,201	3,361	3,529
	Annual	33,184	34,844	36,587	38,416	40,337	42,354
116	Monthly	2,562	2,690	2,824	2,965	3,114	3,269
	Annual	30,739	32,276	33,888	35,583	37,362	39,231
115	Monthly	2,371	2,489	2,614	2,743	2,879	3,025
	Annual	28,457	29,866	31,366	32,912	34,547	36,298
113	Monthly	1,996	2,094	2,203	2,311	2,429	2,550
	Annual	23,952	25,127	26,439	27,727	29,151	30,603
111	Monthly	1,662	1,713	1,799	1,889	1,983	2,082
	Annual	19,940	20,555	21,583	22,662	23,795	24,985

Table 200
Classification: Hourly Non-Exempt

Range		A	B	C	D	E	F	G
223	Hrly	18.13	19.04	19.99	20.99	22.04	23.14	
218	Hrly	15.71	16.50	17.32	18.19	19.10	20.05	21.06
217	Hrly	15.08	15.82	16.61	17.45	18.31	19.24	
216	Hrly	14.36	15.07	15.80	16.60	17.43	18.29	
215	Hrly	13.69	14.36	15.08	15.82	16.61	17.45	
214	Hrly	12.63	13.24	13.89	14.60	15.35	16.11	
213	Hrly	11.57	12.13	12.77	13.41	14.09	14.80	
212	Hrly	11.53	12.07	12.71	13.37	14.04	14.71	
211	Hrly	11.14	11.68	12.30	12.88	13.53	14.21	
210	Hrly	8.65	9.08	9.53	10.02	10.51	11.03	

Table 300
Classification: Public Works Collective Bargaining
Hourly Non-Exempt

Range	A	B	C	D	E	F	G
322 Hrly	16.62	17.45	18.32	19.23	20.18	21.21	22.26
320 Hrly	15.85	16.61	17.46	18.33	19.22	20.20	21.21
318 Hrly	15.70	16.45	17.29	18.16	19.03	20.00	21.00
316 Hrly	14.36	15.06	15.81	16.61	17.44	18.29	19.21
311 Hrly	11.63	12.21	12.81	13.46	14.16	14.85	

Table 400
Classification: FOP Collective Bargaining
Hourly Non-Exempt

Range	A	B	C	D	E	F
426 Hrly	-	-	-	27.07	28.19	29.99
423 Hrly	18.09	19.29	21.21	22.45	24.50	25.78

Section 22. Repeal of Ordinance No. 104746. Ordinance No. 104746 originally passed and approved on the 189th day of September 2007/December 2006, is hereby repealed.

Section 23. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 24. This Ordinance shall be published in pamphlet form and take effect as provided by law.

| PASSED AND APPROVED THIS 2018TH DAY OF NOVEMBER~~SEPTEMBER~~ 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

| F:\APPS\CITY\CNCLRPT\COMP2008 Amended

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

FY 2008-2009

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Preamble

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

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

NOW, THEREFORE, the parties agree as follows:

Article 1 — Definitions

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

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

Article 2 — LVFOP Recognition

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

Sergeant

Police Officer

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

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

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

Article 3 — Bulletin Board and Ballot Boxes

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

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

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

Article 4 — LVFOP Activity

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

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

Article 5 — Check Off

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

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

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

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

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

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

Article 6 — Employee Rights

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

Section 2.

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

Section 3. *Deleted (2007)*

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

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

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

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

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

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

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

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

Article 7 — Disciplinary Action

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

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

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

Article 8 — Seniority

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

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

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

Article 9 — Grievance Procedure

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

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

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

Article 10 — Uniforms and Equipment

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

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

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

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

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

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

Article 11 — Overtime

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

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

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

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

- (H) Required time spent, during an employee's normal off-duty hours, attending conferences with City or County attorneys, at the request of the latter, concerning City business or concerning court proceedings in which the employee is involved in an officially-related capacity.
- (I) Time spent in attendance at non-Departmental training sessions during the employee's off-duty hours, when the City requires the employee to attend same. Only the actual training time shall be considered hours worked under this subsection.
- (J) All pre-approved paid leave taken by employees shall be considered as hours worked in computing overtime. Pre-approved for the purposes of this subsection shall, in the case of vacation and personal leave, mean leave approved prior to the beginning of the work period, and in the case of sick leave shall mean sick leave utilized in compliance with the applicable personnel rules.
- (K) Required time spent, during an employee's normal off-duty hours, conducting official business on the telephone with City officials, at the request of the latter, concerning City business in which the employee is involved in an officially-related capacity. Only phone calls in excess of 8 (eight) minutes in length shall be considered hours worked.

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

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

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

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

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

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

Article 6, Section 2	(Off-duty Interviews);
Article 11, Section 3 (D)	(Off-duty Call-outs);

Article 11, Section 3 (G)
Article 11, Section 3 (H)

(Off-duty Court Time); or
(Off-duty Conferences).

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

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

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

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

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

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

Article 12 — Leave Provisions

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

- (A) Sick leave must be earned before it can be taken and advancing sick leave is prohibited. Subject to Section 3 of this Article, employees may utilize accumulated sick leave when unable to perform their work duties by reason of personal illness or bodily injury not otherwise compensated by the City or its insurers, or under circumstances in which the Chief of Police and/or City Administrator determines the health of other employees or the public would or may be endangered by attendance of the employee for duty. Accumulated sick leave may also be utilized to keep medical or dental appointments. It may also be utilized for a maximum of forty (40) hours in each calendar year for illness in the immediate family of the employee; provided, for the purposes of this Section and Section 2, the definition of immediate family shall be limited to an employee's spouse, child, stepchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or legal dependent. In the event that the Personnel Manual establishes a broader definition of immediate family that applies in connection with sick leave benefits provided to non-police employees of the City under the Personnel Manual, that definition shall be applicable to this Section.
- (B) An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount.
- (C) A regular full-time employee's unused sick leave shall be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee files with the City Clerk a written designation of his or her estate as beneficiary of such payment.

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

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

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

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

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

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

Article 13 — Holidays, Personal Leave and Birthdays

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

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

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

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

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

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

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

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

Article 14 — Vacations

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

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

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

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

Section 5. Subject to Section 6 of this Article:

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

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

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

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

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

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

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

Article 15 — Wages

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

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

Article 16 — Longevity Pay

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

LENGTH OF SERVICE

LONGEVITY ALLOWANCE PER HOUR

An amount equal to the following percentage of the hourly rate shown on Appendix “B”, rounded to the nearest whole cent:

Over 7 years	2.00%
Over 10 years	2.75%
Over 15 years	4.00%
Over 20 years	4.50%

Article 17 — Health, Dental and Life Insurance

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

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

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

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

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

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

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

Section 4. Agreement to Meet and Confer. During the period October 1, 2007 to September 30, 2009, the City and the LVFOP agree to meet and confer, not less frequently than quarterly, regarding potential and possible mechanisms, plans and alternatives that may be available to address their mutual concerns regarding the funding of post-employment medical benefits for employees. Nothing in this Section, however, shall obligate either party to engage in collective bargaining during such period regarding such subject or any other subject.

Article 18 — Duty Shifts

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

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

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

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

Article 19 — Educational Assistance Program

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20 — Personnel Manual and Current Compensation Ordinance

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

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

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

Article 21 — Field Officer Training Pay

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

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

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

Article 22 — Out of Class Pay

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

Article 23 — Safety Committee

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

Article 24 — Drug Testing Policy

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

Article 25 — Savings Clause

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

Article 26 — Transition Provisions and Duration of Agreement

Section 1. The provisions of this Amended Agreement shall take effect on October 1, 2007, and shall remain in full force and effect until September 30, 2009.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2007.

WITNESS

City of La Vista, Nebraska, a municipal corporation

By _____
Douglas Kindig, Mayor

WITNESS

La Vista Fraternal Order of Police, Lodge No. 28

By  _____
President

Appendix A — Authorization for Payroll Deduction

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

Classification: _____ Social Security No. _____

TO THE CITY OF LA VISTA, NEBRASKA:

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

Signature

Address

City

State

Zip

Date: _____

APPENDIX B

2007-2008: The following hourly rates of pay shall apply during the period October 1, 2007 through September 30, 2008:

Title	A	B	C	D	E	F
Police Officer	\$18.09	\$ 19.29	\$ 21.21	\$ 22.45	\$ 24.50	\$ 25.78
Sergeant				\$ 27.07	\$ 28.19	\$ 29.99

2008-2009: The following hourly rates of pay shall apply during the period October 1, 2008 through September 30, 2009:

Title	A	B	C	D	E	F
Police Officer	\$19.04	\$ 20.31	\$ 22.32	\$ 23.63	\$ 25.79	\$ 27.13
Sergeant				\$ 29.03	\$ 30.23	\$ 32.16

APPENDIX C

General description of City's existing insurance benefit package:

Comprehensive Major Medical

	PPO	Non-PPO
Deductible (calendar year)		
Per person	\$500	\$500
Per family	\$1000	\$1000
Dependent Definition	Birth to age 19; up to age 25 if a full-time student	
Physician Charges		
Office Visits	\$15 copay	Deductible then 30%
X-Ray and laboratory	\$15 copay	Deductible then 30%
Routine Exams	\$0 copay	Deductible then 30%
Medical & Surgical Services	Deductible then 10% of eligible charges	Deductible then 30%
Emergency Care		
Hospital Emergency Rm	\$100 copay	\$100 copay
Urgent Care Center	\$35 copay	deductible then 30%
Ambulance	Deductible then 10%	Deductible then 30%
Prior Authorization	Mandatory	Mandatory
	If not obtained	If not obtained
	Benefits reduced by 25%	Benefits reduced by 25%
Lifetime Maximum	\$5,000,000	\$5,000,000

Comprehensive Dental

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

Life Insurance

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

Side Letter

Neb. Rev. Stat. § 19-1835(5) provides, in part, that "no appointment, employment, or promotion in any position in the service shall be deemed complete until after the expiration of a period of . . . not less than six months nor more than one year after certification by the Nebraska Law Enforcement Training Center for police officers, as may be provided in the rules of the civil service commission, ..." In contemplation of that statutory provision:

(1) LVFOP has withdrawn its Proposal 1, and

(2) The City will recommend to the La Vista Civil Service Commission, and the City will use its best efforts to persuade the Commission to adopt, the following amendments to Section 4.5.A.(1.) of the Rules and Regulations of the Commission (language proposed to be added to the Rule is underlined):

Section 4.5 Probationary Period.

A. Establishment of Probationary Period.

1.) One Year Probationary Period for Entry-Level Law Enforcement Positions. In order to enable the City to exercise a choice in filling covered positions, no appointment, or employment first made after January 1, 1997, to a position designated as an entry level law enforcement position by the City Administrator, shall be deemed complete until a one (1) year probationary period has expired.

(A) For an employee certified by the Nebraska Law Enforcement Training Center prior to the appointment or employment in question, the one (1) year probationary period shall begin to run at the date of the appointment or employment in question and shall expire one (1) year thereafter.

(B) For an employee who has not been certified by the Nebraska Law Enforcement Training Center prior to the appointment or employment in question, the one (1) year probationary period shall begin to run on the date of the employee's certification by the Nebraska Law Enforcement Training Center and shall expire one (1) year thereafter; provided, that after November 1, 2007, if an employee has not been certified by the Nebraska Law Enforcement Training Center prior to the effective date of the entry-level appointment or employment in question, but holds law enforcement certification or other equivalent credentialing from a jurisdiction within the United States other than Nebraska at the effective date of such entry-level appointment or employment, the probationary period shall expire on the later of (1) one year after the effective date of the entry-level appointment or employment in question, or (2) six months after the date the employee receives certification by the Nebraska Law Enforcement Training Center.

Cross References: Neb. Rev. Stat. § 19-1835(5)
La Vista City Code § 37.12
La Vista Civil Service Commission Rule 4.5.A.(1)

Agreed: For the City: _____ Date: _____, 2007

For the LVFOP: JA Carrigan Date: 11-14, 2007

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2007 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT TO PENSION PLANS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

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

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City's pension plans (four 401 plans and two 457 plans) are currently administered by ICMA-RC, which has a service agreement with State Street Bank and Trust Company to serve as the trustee of the City's pension plan trusts. We have received notification that this service agreement will expire on December 31, 2007 and State Street Bank and Trust Company will resign as trustee effective January 1, 2008. A new trustee for the plan trusts must be appointed and ICMA-RC has offered the services of Vantage Trust Company, a wholly-owned subsidiary of ICMA-RC.

This proposed amendment was presented at the November 6, 2007 City Council meeting and additional information was requested regarding Vantage Trust Company. The City Attorney has visited with ICMA and a summary of the information received is attached as well as information regarding the organizational structure of ICMA and how the Vantage Trust Company fits into that structure.

The existing trustee of the Plan, as well as any entity appointed as successor trustee, is a directed trustee and performs primarily administrative functions to carry out the investment instructions of plan participants. The trustee has no legal obligation to oversee management of plan assets. Further, Vantage Trust Company has been performing the functions of directed trustee on a subcontract basis for the retirement plans by a delegation of authority from Investors Bank and Trust. The only real difference is that the City will now appoint Vantage Trust Company directly to do what they have already been doing indirectly through Investors.

It is recommended that we appoint Vantage Trust Company to serve as the trustee for the City's pension plan trusts.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE APPOINTMENT OF VANTAGE TRUST COMPANY AS SUCCESSOR TRUSTEE OF CITY OF LA VISTA RETIREMENT PLANS AND AUTHORIZING CORRESPONDING PLAN AMENDMENTS.

WHEREAS, the City maintains retirement plans for the employees of the City, including:

Plan No. 107200 - The City of La Vista, NE Defined Contribution Pension Plan and Trust,
Plan No. 106162 - The City of La Vista, NE City Administrators' Defined Contribution Pension Plan and Trust,
Plan No. 106442 - The City of La Vista, NE Firefighters Pension Plan and Trust ("Firefighters Plan"), and
Plan No. 107185 - The City of La Vista, NE Police Officers Pension Plan and Trust (collectively the "Plans"); and

WHEREAS, Investors Bank & Trust is trustee of the Plans; and

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

WHEREAS, the City has been notified that the State Street Bank and Trust Company acquired Investors Bank and Trust Company by merger, and as a result is successor trustee of the Plans, and will resign as trustee of the Plans effective as of January 1, 2008; and

WHEREAS, the City desires to appoint the Vantage Trust Company to serve as successor trustee of the Plans, effective as of January 1, 2008.

NOW, THEREFORE, BE IT RESOLVED, that Vantage Trust Company is hereby appointed to serve as the trustee of the above named retirement plans and trusts effective January 1, 2008;

BE IT RESOLVED FURTHER that the Mayor and City Clerk are authorized to execute the approved amendments for the Plans and to take any and all other action on behalf of the City as is necessary or appropriate to carry out the actions approved in this Resolution and to maintain the qualified status of the Plans.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2007.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

City Attorney Tom McKeon visited with Angela Montez (Assistant Secretary and Corporate Counsel for ICMA-RC) and George Suzich, who works with Ms. Montez.

Summary:

Vantage Trust Company has offered to take over for Investors Bank and Trust Company as directed trustee for any municipal retirement plans needing that service at no additional charge. Vantage Trust Company is managed by a board of directors, a majority of whom are appointed by the member municipalities of ICMA. Vantage Trust Company's primary duties will continue to be management of pooled investment funds including approximately \$20 billion of retirement plan assets (which include the City's retirement plans). The additional directed trustee service is offered as a convenience for municipal customers and not as a money maker.

When asked if Vantage Trust Company has the systems and personnel in place to handle additional directed trustee responsibilities, Mr. Suzich indicated that the systems and personnel have been in place since 2000 and have been operating for some time under an arrangement in which Vantage Trust Company actually had been performing the functions of directed trustee on a subcontract basis for retirement plans pursuant to a delegation of authority from Investors Bank and Trust Company. Consequently, Vantage Trust Company will continue doing what it has been doing; only the appointment will be directly with retirement plans such as the City's vs. indirectly through Investors.

Additionally, it is important to note that Investors Bank and Trust Company is (and any successor trustee will be) a directed trustee under the plans as they currently exist, and in that capacity performs primarily an administrative function to carry out the investment instructions of plan participants. It generally has no legal obligation to oversee Vantage Trust Company or management of plan assets.

Additional Information:

The primary function of Vantage Trust Company historically has been to serve as trustee of a pool of over \$35 billion in assets of various employee benefit plans maintained by member municipalities of ICMA, which includes over \$20 billion of retirement plan investments offered by ICMA-RC and specifically the investment options of the City's retirement plan. Investment pooling arrangements such as this were developed to leverage and obtain efficiencies in the management of retirement plan assets. Some of the investment funds in the Vantage Trust Company pool are actively managed by Vantage Trust Company. In other cases, Vantage Trust Company merely is a conduit for mutual funds that are generally available on the market, such as American Century, Fidelity or T. Rowe Price.

The current proposal is for Vantage Trust Company to serve as trustee in an additional capacity that is different than its historical function with respect to the pooled funds. The Internal Revenue Code requires that all qualified retirement plan assets be held in trust. Some municipalities appointed Investors Bank and Trust Company to serve as trustee for their retirement plans. As a result of various business transactions involving ICMA-RC and Investors recently, Investors notified ICMA-RC that it will no longer serve as trustee of plans administered and invested through ICMA-RC, effective December 31. Absent other direction from a municipality, Vantage Trust Company has offered to assume the duties previously performed by Investors. Ms. Montez advised that the charter of Vantage Trust Company permits it to serve as trustee in this additional capacity, and its board of directors recently approved the same.

The City's retirement plans allow participants to direct the trustee as to the investment of their accounts. Consequently, Investor's duties to this point have been significantly more administrative and less substantive relative to situations in which a trustee exercises discretion - such as Vantage Trust Company's duties with regard to the investment pool. Investors merely holds title to retirement plan assets and carries out participant directions to allocate investments among the funds provided by Vantage Trust. Investors does not have a legal obligation to exercise discretion or oversight regarding the directions it receives from participants or the management of trust assets. If appointed, Vantage Trust Company (or any other person or entity appointed as trustee) would act in a similar limited capacity.

Investors Bank and Trust Company is a "for profit" trust company. Investors has served as custodian of ICMA-RC funds within the pooled arrangement since 1999, and as part of that arrangement, agreed to serve as directed trustee of municipal retirement plans administered by ICMA-RC. State Street Bank recently acquired Investors, and as a result, ICMA-RC hired JP Morgan Chase to replace Investors as custodian of ICMA-RC funds. JP Morgan Chase did not agree to also act as directed trustee of municipal plans as part of the arrangement to be custodian of ICMA funds. Consequently, Vantage Trust Company is stepping in to fill that role as needed.

Vantage Trust Company also is a "for profit" trust company, though wholly owned by ICMA-RC. ICMA-RC is a nonprofit entity serving retirement plans of ICMA member municipalities. Vantage Trust Company is managed by a board of directors. A majority of the directors are appointed by municipalities that are members of ICMA. Ms. Montez advises that La Vista will vote for directors of Vantage Trust Company when a vacancy on the board arises. As indicated above, the primary function of Vantage Trust Company has been the management of the pooled investment fund. Recently, the directors authorized Vantage Trust Company to also act as directed trustee of individual retirement plans as an additional service. This will be primarily an administrative function compared to the Company's historical responsibilities as trustee of the pooled arrangement.

Ms. Montez advised that Vantage Trust Company will not charge a fee for directed trustee services it provides.

Description of the Trust Company and VantageTrust

Purpose

VantageTrust is sponsored and maintained by the Trust Company and provides for the commingled investment of the assets of retirement and deferred compensation plans administered by ICMA-RC. The Trust facilitates efficient investment management of retirement accounts with similar investment objectives. It enables Public Employers to provide, through the Trust, investment management and supervision that otherwise would have to be obtained through commercially-oriented financial institutions.

Organization

The Trust Company is a New Hampshire non-depository Banking Corporation founded in 2001. The Trust's predecessor, the ICMA Retirement Trust, was founded in 1983. The Trust Company is governed by a Board of Directors, a majority of whom must be full-time employees of Public Employers or participants in a retirement plan the assets of which are managed or administered by the Trust Company, one of whom, at the time of election, must be a present or former member of the Executive Board of the International City/County Management Association, and one of whom, at the time of election, must be a present or former Director of ICMA-RC. A majority of the Directors shall have been ratified by the Public Employers participating or investing in any trusts administered by the Trust Company.

The Trust property allocable to the Section 401 qualified plans and Section 457 plans is held for the trustees of those plans for the exclusive benefit of the plan participants and beneficiaries.

The Directors of the Trust Company are responsible for investing Trust property, overseeing the operations and administration of the Trust, and supervising and reviewing the performance of ICMA-RC as the investment adviser.

Exemption from Registration under Federal Securities Laws

The Trust issues interests in the Trust without registration under the Securities Act of 1933, as amended, relying upon the exemption from registration available to securities issued by bank trust companies under Section 3(a)(2) of that Act. The Trust Company operates without registration as an investment company under the Investment Company Act of 1940, as amended, relying upon the exemption from registration available to bank trust companies under Section 3(c)(11) of that Act.

Federal Tax Status

Sections 501(a) and 401(a) of the Code provide that a group trust for the commingled investment of assets of qualified plans and other plans of governmental units is itself exempt from taxation. The Trust is a group trust for the commingled investment of such plans.

Under Section 457 of the Code, the amounts deferred under an eligible state or local government deferred compensation plan and the accumulated investment earnings thereon are not subject to Federal income tax until such amounts are actually received by the participating employee. Amounts deferred under a Section 457 Plan on behalf of an employee are subject to Social Security tax in the same manner as taxable wage payments.

Public Employer contributions to qualified plans under Section 401(a) of the Code (including Participants' elective deferrals under Section 401(k) plans), as well as earnings on all contributions to such plans, are subject to income tax only when actually received by the participating employee. Public Employer contributions (but not Participants' elective deferrals under Section 401(k) plans) are exempt from Social Security tax.

Participation Only by Eligible Plans

Each Public Employer desiring to participate in the Trust must adopt the Declaration of Trust of the Trust or have previously adopted the Declaration of Trust of the Trust or its predecessor organization in order to be eligible to invest in the Trust (see "Investing in the Trust: Adoption of the Trust").

The Trust is open for investment to public sector plans meeting the requirements of Sections 457 and 401 of the Code. Section 401 plans may include money purchase plans, defined benefit plans, and profit-sharing plans. Requirements of the Code may affect amounts that can be invested in plans and withdrawal of such amounts. Those requirements could apply to amounts invested in the Trust.

Resignation or Removal of ICMA-RC

The agreements under which ICMA-RC provides retirement plan administration services typically provide that the Public Employer is empowered to remove ICMA-RC as administrator on 60-days' notice and that ICMA-RC is empowered to resign as administrator on 60-days' notice. In the event of removal or resignation of ICMA-RC, assets administered for the Public Employer, except for the PLUS Fund, are valued and disbursed in the same manner as Participant withdrawals in the month in which the removal or resignation is to become effective. For information as to distribution of assets in the PLUS Fund, see "PLUS Fund: Restrictions on Public Employer Withdrawals."

Custodial Arrangements and Securities Lending

The custodian for the portfolio securities of the synthetic investment contracts in the PLUS Fund is Investors Bank & Trust Company. The Trust participates in a securities lending program administered by the custodian under which the custodian is authorized to lend the portfolio securities of the synthetic investment contracts held by the PLUS Fund to qualified institutional investors under contracts calling for collateral in U.S. Government securities or cash in excess of the market value of the securities loaned. The PLUS Fund receives compensation for the securities loaned in the form of earnings from the reinvestment of the collateral posted by the borrower.

Adoption of the Trust

Public Employers enter into an Administrative Services Agreement with ICMA-RC and are required to adopt the Declaration of Trust of the Trust so as to become eligible to invest retirement plan assets in the Trust. Adoption of the Declaration of Trust is normally effected by resolution of the Employer's legislative body, its investment committee or board of trustees, as the case may be. Participation in the Trust is open only to a unit of state or local government, or any agency or instrumentality of such public sector entity. Upon adoption of the Declaration of Trust, the Public Employer is eligible to vote for the Directors of the Trust Company.



ICMA-RC's Governance and Structure

The **ICMA Retirement Corporation** (ICMA-RC) establishes, maintains and provides administrative services to retirement and deferred compensation plans exclusively for state and local employers and their employees.

The ICMA Retirement Corporation Board of Directors sets policy for ICMA-RC, directs the President and Chief Executive Officer and makes investment policy recommendations to the VantageTrust Company. The Board's Investment Committee approves portfolio manager changes and monitors subadvisers of corporation-managed Vantagepoint Family of Funds.

VantageTrust Company, through the commingled investment trust, **VantageTrust**, offers a range of investment funds designed for retirement plan investing. ICMA-RC is the investment adviser to the VantageTrust Company.

The VantageTrust Company Board of Director's members are fiduciaries of the VantageTrust elected by employers. The Directors consider the interest of participants when authorizing new funds, approving investment policies and fund expenses and monitoring VantageTrust funds.

The **Vantagepoint Funds**, registered with the Securities and Exchange Commission (SEC), is a "series" mutual fund, offering 27 different portfolios. Individual retirement account assets of public employees and their families may be invested in the funds. ICMA-RC is the sponsor of the Vantagepoint Funds.

The Vantagepoint Funds Board of Directors is responsible for protecting the interests of fund shareholders, reviewing the performance of the Vantagepoint Investment Advisors, LLC, and reviewing the performance of the fund subadvisers.

ICMA-RC Services, LLC, the broker-dealer affiliate of ICMA-RC, is a member firm of the National Association of Securities Dealers (NASD) and the Securities Investor Protection Corporation (SIPC). Vantagepoint securities are distributed through registered representatives of ICMA-RC Services, LLC.

Learn more about

- [ICMA-RC](#)
- [Pension Protection Act of 2006](#)
- [Plan administration](#)

Contact

- [Client Services](#)
- [Your Regional Office](#)

Of interest . . .

- [ICMA-RC's Guided Pathways™](#)
- [Changes affecting retirement savings plans](#)
- [ICMA-RC in the news](#)

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ICMA-RC establishes, maintains, and provides administrative services to retirement and deferred compensation plans exclusively for state and local employers.

VantageTrust Company, through the commingled investment trust, VantageTrust, offers a range of investment funds designed for retirement plan investing. ICMA-RC is the investment advisor to VantageTrust Company.

The Vantagepoint Funds, registered with the U.S. Securities and Exchange Commission (SEC), is a "series" mutual fund offering 27 different portfolios. Individual retirement account assets of public employees and their families may be invested in the Funds. ICMA-RC is the sponsor of the Vantagepoint Funds.

ICMA-RC Services, LLC, the broker-dealer affiliate of ICMA-RC, is a member firm of the National Association of Securities Dealers (NASD) and the Securities Investor Protection Corporation (SIPC). Vantagepoint securities are distributed through registered representatives of ICMA-RC Services, LLC.

Further information about the Boards governing the ICMA-RC System begins on page 14. For further information about the entities comprising the ICMA-RC System, please see *Making Sound Investment Decisions: A Retirement Investment Guide* and the *Vantagepoint Funds Prospectus*.



Vantagepoint Funds Earn High Marks

October 26, 2007

More than 70 percent of actively managed individual Vantagepoint Funds have earned four or five stars from Morningstar for the five-year period ending Sept. 30, 2007, a rate that is more than double the 32.5 percent of funds in the industry that are awarded these high rankings. Other Vantagepoint funds also outperformed peer funds and reported higher Sharpe Ratios - a measure of risk and return - than did their peers in a series of reporting periods ending Sept. 30, 2007. Here is a summary of those results.

A long-term record of outperformance

- Reflecting the quality of the underlying Vantagepoint equity funds, Model Portfolio All-Equity Growth Fund outperformed 86 percent of its Morningstar peers for the preceding five years.
- Of the seven actively managed individual Vantagepoint Funds with a record of one year or longer, three performed in the top quartile of Morningstar peers for the five-year period. Two others scored just below (2 or 3 percentile rankings) the top quartile. In all, five out of seven scored in or near the top quartile for the preceding five years.
- Including the Model Portfolio Funds, VantageTrust PLUS Fund and actively managed individual Vantagepoint Funds with at least a one-year record, 71 percent outperformed peer funds on an asset-weighted basis for the five-year period.

Across-the-board competitive returns

- Every Vantagepoint Model Portfolio Fund achieved a higher Sharpe Ratio (better risk/return trade-off) than did its peers for the one-, three- and five-year periods reported by Morningstar, helping investors earn competitive returns without exposure to excessive amounts of risk.
- Every Milestone Fund achieved a higher Sharpe Ratio (better risk/return trade-off) than did its peers for the one-year period reported by Morningstar. (Three-year track records for the Milestone Funds will be available the end of 2007.)
- Every actively managed individual Vantagepoint Fund has a lower Annual Report Net Expense Ratio than do its peers, with most having a fee of approximately two-thirds those of their peers and none having a fee that is even three-fourths of its peers' fees.

Near-term numbers are strong

- Every Model Portfolio Fund and every Milestone Fund beat its peers for the third quarter.
- The Asset Allocation Fund has earned five Morningstar stars overall, four for three years and five for five years. It has outperformed 93 percent of its peers for the five-year period and 86 percent for the three-year period.
- Model Portfolio Savings Oriented Fund, which because of its conservative portfolio allocation is the only Model Portfolio Fund with fewer than three stars, outperformed 75 percent of its Morningstar peers for the quarter, thus showing its strength in preserving gains in volatile and negative markets.

Please carefully consult both the current applicable prospectus and MAKING SOUND INVESTMENT DECISIONS: A Retirement Investment Guide for a complete summary of all fees, expenses, charges, financial highlights, investment objectives, risks and performance information. Investors should consider the Fund's investment objectives, risks, charges and expenses before investing or sending money. The prospectus contains this and other information

about the investment company. Please read the prospectus carefully before investing. All Vantagepoint Funds invested through 401 or 457 plans are held through VantageTrust. Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and a member of FINRA/SIPC. The performance data quoted represents past performance. Past performance is no guarantee of future results. Investment returns and principal values will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data illustrated. For a prospectus or performance data current to the most recent month end, contact ICMA-RC Services LLC by calling 1-800-669-7400 or by writing to 777 North Capitol Street, NE, Washington, DC 20002-4240. Para asistencia en Español llame al 1-800-669-8216. Performance data current to the most recent quarter end is available at www.icmarc.org.

Morningstar: For each fund with at least a three-year history, Morningstar calculates a Morningstar Rating based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a fund's monthly performance (including the effects of sales charges, loads and redemption fees), placing more emphasis on downward variations and rewarding consistent performance. The top 10 percent of funds in each category receive five stars, the next 22.5 percent receive four stars, the next 35 percent receive three stars, the next 22.5 percent receive two stars and the bottom 10 percent receive one star. The Overall Morningstar Rating for a fund is derived from a weighted average of the performance figures associated with its three-, five- and 10-year (if applicable) Morningstar Rating metrics. Vantagepoint Model and Milestone Funds: Please be advised that with "Fund of Funds" arrangements, additional underlying fees may apply. Please consult the prospectus for details.

Learn more about

- [ICMA-RC](#)
- [Pension Protection Act of 2006](#)
- [Plan administration](#)

Contact

- [Client Services](#)
- [Your Regional Office](#)

Of interest . . .

- [ICMA-RC's Guided Pathways™](#)
- [Changes affecting retirement savings plans](#)
- [ICMA-RC in the news](#)

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[Important Legal Information](#), [Privacy Policy Notice](#), and [Overview of Disaster Recovery and Business Continuity Plans](#)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2007 AGENDA**

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

SYNOPSIS

The Nebraska Department of Roads (DOR) has requested that the City renew its agreement for 2006 whereby the City will perform all surface maintenance on the four lane miles of 84th Street from Harrison Street to Giles Road.

FISCAL IMPACT

The State reimbursement to the City is \$1,260 per lane mile for 2008. The revenue is reflected in the FY08 general fund budget.

RECOMMENDATION

Approval

BACKGROUND

The original agreement between the City and DOR was originally adopted in April of 1990, and it has been subsequently renewed each year. In November of 2001 the current agreement was completely updated and in 2006 there were several additions to the agreement. No changes to the agreement are being proposed for 2008.

RESOLUTION NO. _____

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84th Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2008 to December 31, 2008.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2007.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

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

A G R E E M E N T R E N E W A L

We hereby agree that Maintenance Agreement No. 112, as described above, be renewed for the period January 01, 2008 to December 31, 2008.

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

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

EXECUTED by the City this _____ day of _____, _____

ATTEST:

CITY OF LAVISTA

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, _____

STATE OF NEBRASKA
DEPARTMENT OF ROADS

District Engineer

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of La Vista
Municipal Extensions in La Vista

AGREEMENT

THIS AGREEMENT, made and entered into by and between La Vista hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2006 .

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of La Vista
Municipal Extensions in La Vista

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Exhibit "B", referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of La Vista
Municipal Extensions in La Vista

repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Exhibit "C" and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Exhibit "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of La Vista
Municipal Extensions in La Vista

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in the addendum, Exhibit "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of La Vista
Municipal Extensions in La Vista

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2006 , except that it may be renewed for one year at a time and each January 1 thereafter by written concurrence of both parties hereto. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of La Vista
Municipal Extensions in La Vista

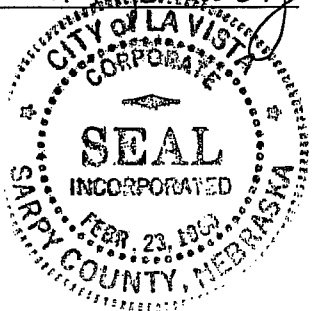
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this 18th day of January, 2006

ATTEST:

CITY OF LA VISTA

Rita M. Samir Douglas K. Kelly
City Clerk Mayor



EXECUTED by the State this 26 day of January, 2006

STATE OF NEBRASKA
DEPARTMENT OF ROADS

[Signature]
District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility

Neb. Rev. Stat. § 39-2105

Maintenance Operation

Neb. Rev. Stat. § 39-1339

Metropolitan

Cities

(Omaha)

Primary

Cities

(Lincoln)

1st Class

Cities

2nd Class

Cities & Villages

Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.

Department

Dept.

Dept.

Dept.

Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.

City

City

City

City

Surface maintenance on parking lanes.

City

City

City

Dept.

Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)

City

City

City

City or Village

Mowing of the right-of-way, right-of-way maintenance and snow removal.

City

City

City

City or Village

Bridges from abutment to abutment, except appurtenances.

Department

Dept.

Dept.

Dept.

Maintenance Responsibility

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

Maintenance Operation

Neb. Rev. Stat. § 39-1339

Metropolitan

Cities

(Omaha)

Primary

Cities

(Lincoln)

1st Class

Cities

> 40,000

1st Class

Cities

< 40,000

2nd Class

Cities

Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways

City

City

City

Dept.

Dept.

Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.

City

City

City

City

City

Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.

Procurement, installation and maintenance of guide and route marker signs

City

City

City

Dept.

Dept.

Procurement, installation and maintenance of regulatory and warning signs.

City

City

City

Dept.

Dept.

EXHIBIT "B"
City of La Vista

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c, and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the State agrees to pay to the City the sum of \$1260.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the State's responsibility for surface maintenance within the City Limits is 4.00 lane miles.

4.00 lane miles X \$1260.00 per lane mile = \$5040.00 due the City for surface maintenance.

In reference to section (4) of this agreement: The State will assist the City when requested by the City in the location of State owned facilities occupying adjacent to and on the right-of-way.

**Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105**

[illegible]

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2007 AGENDA**

Subject:	Type:	Submitted By:
LEASE AGREEMENT -- POLICE DEPARTMENT VEHICLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to authorizing a lease agreement with Woodhouse Ford, Blair, Nebraska, in an amount not to exceed \$6,900 over 24 months.

FISCAL IMPACT

The FY 07/08 Police Department General Fund provides funds for the proposed lease.

RECOMMENDATION

Approval.

BACKGROUND

On December 6, 2005, the City Council approved a two-year lease agreement for a narcotics vehicle with Tincher Ford in an amount not to exceed \$7,200. On December 7, 2007, the lease agreement will expire. The police department researched leasing programs with other dealers and recommends a two-year lease with another dealer, Woodhouse Ford. The cost of the lease is slightly less than what is currently being paid.

2008 Ford F150 XLT cab 4X4
10,500 miles per year

Tincher Ford
Bid: \$318 monthly

Woodhouse Ford
Bid: \$286.78

Anderson Ford of Omaha
Bid: \$319

H&H Chevrolet
Bid: \$427

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH WOODHOUSE FORD, BLAIR, NEBRASKA FOR A NARCOTICS VEHICLE FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$6,900 OVER TWENTY-FOUR MONTHS.

WHEREAS, the City Council of the City of La Vista approved a lease agreement in December of 2005 for an undercover vehicle to be used by the department's narcotics officer, and

WHEREAS, the current lease agreement expires on December 7, 2007, and

WHEREAS, the City did appropriate funds in the 2007-2008 municipal budget to continue to lease an undercover vehicle, and

WHEREAS, the Police Chief has obtained and reviewed quotes for leased vehicles from several area dealers, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a lease agreement with Woodhouse Ford, Blair, Nebraska, for an undercover vehicle for the Police Department in an amount not to exceed \$6,900 over twenty-four months.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF A REQUEST FOR A CHANGE OF LOCATION FOR THE LIQUOR LICENSE OF SKC-BRENTWOOD INC. DBA SUMMER KITCHEN CAFÉ & BAKERY.

WHEREAS, SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery currently holds a valid Class C Liquor License from the Nebraska Liquor Control Commission; and

WHEREAS, SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery has made a request to Nebraska Liquor Control for change of location from 7855 South 83rd Street to 12010 Giles Road; and

WHEREAS, the Nebraska Liquor Control Commission has asked that this request be presented to the City Council for action.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista do hereby approve the request for change of location as presented by SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery and instructs the City Clerk to inform the Nebraska Liquor Control Commission of said approval.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

STATE OF NEBRASKA

Dave Heineman
Governor

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert 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)

October 12, 2007

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

RE: **SKC-Brentwood Inc. dba Summer Kitchen Café & Bakery #C-25820**

The above referenced licensee has submitted a request for a **change of location**.

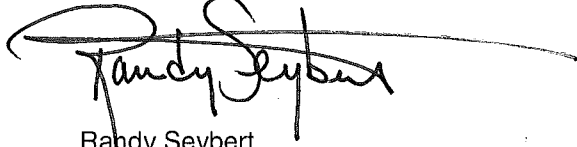
From: 7855 South 83rd Street

To: East of Giles Road & Eastport Pkwy (approx 120th & Giles Road) 12010 Giles Rd

Please present this request to your board and send us the results of that action.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Randy Seybert
Licensing Division

rs

cc: file

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman
An Equal Opportunity/Affirmative Action Employer

Pat Thomas
Commissioner

PLEASE COMPLETE AND RETURN TO:
NE LIQUOR CONTROL COMMISSION
PO BOX 95046
LINCOLN , NE 68509-5046

FEE OF \$45.00 REQUIRED

LICENSEE'S NAME: SKC - Brentwood, Inc.
TRADE NAME: Summer Kitchen Cafe and Bakery
PREMISE ADDRESS: 7855 South 83rd Street
CITY/COUNTY: La Vista / Sarpy
LICENSE NUMBER: 25820 TELEPHONE: (402) 592-9181

PLEASE CHECK ONE OF THE FOLLOW

 ADDITION/ RECONSTRUCTION X CHANGE OF LOCATION DELETION

X CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

Address From: 7855 South 83rd St.
Indicate local governing body jurisdiction; city or county La Vista

Address To : East of Giles Rd & Eastport Pkwy (Approx. 120th & Giles Rd.)
Indicate local governing body jurisdiction; city or county La Vista

- 1) INCLUDE A SKETCH OF THE PROPOSED AREA TO BE LICENSED (8½ x 11 PAPER - BLUEPRINTS NOT ACCEPTED) INDICATE THE DIMENSIONS OF THE AREA TO BE LICENSED AND THE DIRECTION 'NORTH' ON THE SKETCH
- 2) SUBMIT A COPY OF YOUR LEASE OR DEED DEMONSTRATING OWNERSHIP
- 3) IF YOU DO NOT KNOW WHAT JURISDICTION YOU ARE LOCATED IN, CALL THE CITY OF COUNTY CLERK
- 4) IN ORDER TO CLARIFY YOUR CHANGES, AN ATTACHED EXPLANATION IS ALWAYS WELCOME

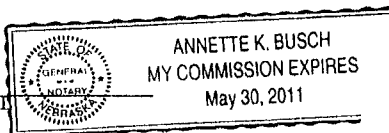
A F F I D A V I T

THE ABOVE REFERENCE REQUEST, AS FILED, WILL COMPLY WITH THE RULES AND REGULATIONS OF THE NEBRASKA LIQUOR CONTROL ACT.

Roger Bergstad
SIGNATURE OF LICENSEE

SUBSCRIBED IN MY PRESENCE AND FIRST DULY SWORN TO BEFORE ME ON THIS 2nd DAY OF August, 2007.

Annette K. Busch
NOTARY PUBLIC'S SIGNATURE & SEAL



0700018277

DUS 11622
45 JK

05473

BUSINESS PROPERTY LEASE

This Lease, made and executed in duplicate by and between Roger and Carol Bargstadt, husband and wife ("Landlord") and SKC- Brentwood, Inc., a Nebraska corporation ("Tenant"),

WITNESSETHAT:

Landlord does hereby lease unto Tenant and Tenant does hereby lease from Landlord the following-described property:

Lot 2, Southport East Replat 7, an addition to the City of La Vista in Sarpy County, Nebraska

on the following terms and conditions:

1. **Use.** The premises shall be used as a restaurant and bakery. No other uses shall be made of the Premises without Landlord's prior written consent which shall not be unreasonably withheld.
2. **Term.** The term of this Lease shall be an initial period of ten (10) years commencing on the day of execution of this lease.
3. **Base Rent.** Tenant shall pay base rent monthly in advance to Landlord, on or before the 1st day of each month throughout the term. Prior to substantial completion of construction of the restaurant building to be constructed on the property, base rent shall be in the amount of \$500.00 per month. Upon substantial completion of the aforesaid restaurant building, base rent shall increase thereafter for the balance of the term to the amount of \$10,000.00 per month
4. **Renewal Option.** Provided Tenant is not then in default in its obligations to Landlord during the initial term, it shall have the option to renew this Lease for four (4) successive five-year periods on the same terms and conditions applicable to the initial term provided that monthly rent shall be adjusted on the 1st day of each renewal term to a level equal to the monthly rent for the prior term adjusted by the total cumulative increase in the Consumer Price Index (Kansas City region, all wage earners) during such prior term. Each renewal option must be exercised by written notice to Landlord delivered six (6) months prior to the conclusion of the lease term then running.
5. **Additional Rent.** In addition to the basic rent as provided above, Tenant shall pay to Landlord on or before the 1st day of each month throughout the initial term and any renewal period, any common area maintenance expenses charged to Landlord for maintenance of the roadway providing access to the property together with any real estate taxes and insurance expenses applicable to the property.

6. **Utilities.** Tenant shall pay and hold Landlord harmless with respect to all utility deposits and all charges for utility service to the Property.

7. **Snow removal.** Tenant shall provide snow removal service for the property at its expense and at no expense to the Landlord.

8. **Assignment.** Tenant shall not assign its interest under this Lease in whole or in part without the prior express written consent of Landlord, which may be withheld by Landlord in its absolute discretion.

9. **Compliance with Laws.** Tenant shall at all times during the term or any extension thereof operate its business and maintain the Property in full and complete compliance with all applicable laws, rules and regulations and shall indemnify and save Landlord harmless from any and all fines and penalties resulting from any violations of this covenant.

10. **Personal Property at Risk of Tenant.** All personal property of Tenant within the Property shall be at the risk of Tenant.

11. **Landlord's Rights of Entry.** Landlord and its representatives shall have the right to enter the Property at all reasonable times to verify compliance with the terms of this Lease.

12. **Default: Landlord's Rights.** Tenant shall be in default under this Lease if it shall:

- (a) fail to pay any rental sums coming due hereunder within ten (10) business days of the date due;
- (b) fail to comply with any non-monetary requirements set forth herein within ten (10) business days of receipt of written notice from Landlord;
- (c) abandon the Property; or
- (d) be the subject of any bankruptcy, insolvency or similar proceedings not dismissed within thirty (30) days of the filing thereof.

In the event of any such default, Landlord may exercise and avail itself of any remedies permitted by applicable law including the right to reenter the Property without terminating this Lease for the purpose of making any necessary repairs and modifications for the purpose of reletting the same upon such terms, to such parties and for such periods as Landlord deems appropriate and the right to recover from Tenant the entire amount of rent for the balance of the term, all such amounts being deemed accelerated and immediately due and payable upon such default, with Tenant receiving credit against such amounts only for the amount of net rentals from any subsequent Tenant after deduction for expenses of regaining possession of the Property, commissions for the reletting thereof, and any costs for repairs reasonably necessary to accommodate the subsequent tenant.

13. **Personal Property Remaining in Property Upon Vacation by Tenant.** Upon vacation of the Property by Tenant for any reason, any personal property of Tenant remaining in the Property shall be deemed abandoned, with Landlord being permitted to deal with or dispose of such property as it deems appropriate without accounting to Tenant with regard thereto.

14. **Holdover.** In the event Tenant fails to vacate the Property at the end of the initial term or any renewal thereof, the continuing tenancy shall be deemed a month-to-month tenancy terminable upon thirty (30) days' written notice provided that base rent for any holdover period shall be increased by fifty percent (50%) over the amount in effect prior to the inception of the holdover period.

15. **Late Charges.** Any sums payable hereunder not paid within five (5) business days of the date due shall entitle Landlord to add a five percent (5%) late charge which shall be added to the amount due with the next rental payment. In addition, any sums due hereunder not paid within five (5) days of the date due shall accrue interest at fifteen percent (15%) per annum from the date due until paid.

16. **Liens and Encumbrances.** Tenant shall not permit or cause any construction liens to be filed against the Property at any time. In the event of any such filing, Tenant shall cause the same to be removed at its expense and at no expenses to Landlord within ten (10) days of written demand by Landlord.

17. **Building Rules and Regulations.** The following rules shall be applicable to the Property:

- (a) Nothing shall be affixed to the outside of the building by Tenant without the prior written consent of Landlord which shall not be unreasonably withheld.
- (b) Tenant shall not mark, paint, or in any way deface any part of the building without Landlord's prior written consent which shall not be unreasonably withheld.
- (c) No hazardous substances or materials shall be brought into or stored about the building.
- (d) No antenna shall be affixed to the exterior of the building.
- (e) No loudspeakers, televisions, radios or other devices shall be used in a manner so as to be heard or seen outside of the building without Landlord's prior written consent.

18. **Parking.** Employees of Tenant shall utilize employee parking areas from time to time designated by Landlord.

19. **Notices.** Any notice which either party may desire or be required to give to the other

pursuant to the terms of this Lease shall be in writing and shall be delivered by personal service, overnight courier or certified mail, return receipt requested addressed to:

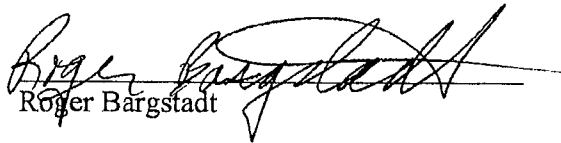
Landlord: Roger and Carol Bargstadt
9621 S. 163rd Ave.
Omaha, NE 68136

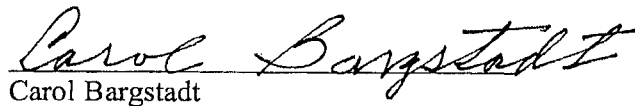
Tenant: SKC-Brentwood, Inc.
c/o The Summer Kitchen Café
7855 South 83rd Street
LaVista, Nebraska 68128
Attn: President

Any such notice shall be deemed received on the date of evidence of such service provided that in the event of service by certified mail, the notice shall be deemed received on the date upon which service was first attempted.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 9th day of October, 2007.

LANDLORD:


Roger Bargstadt


Carol Bargstadt

TENANT:

ATTEST:

SKC-BRENTWOOD, INC.


Secretary

By:


President

REVISIONS

DRAWING BY: _____
ISSUED BY: _____
DATE: _____
PROJECT NO: _____
SHEET NO. _____

LAW OFFICES
**HILLMAN, FORMAN, NELSEN,
CHILDERS & McCORMACK**

EUGENE L. HILLMAN*
LARRY R. FORMAN
MICHAEL A. NELSEN
EMMETT D. CHILDERS
PATRICIA McCORMACK
RYAN P. BAILEY

7171 Mercy Road • Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051 • Fax: (402) 397-2868
e-mail: hillmanforman@hfnm.com

OF COUNSEL
WILLIAM J. ELDER*
JOHN R. McCORMACK
(1910 - 1999)

*ALSO ADMITTED IN COLORADO

September 5, 2007

Ms. Jill Nelson / Legal Division
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, NE 68509-5046

Re SKC - Brentwood, Inc.
License # 25820

Dear Ms. Nelson

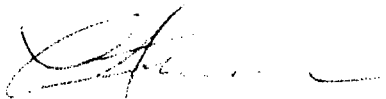
Enclosed please find the following documents being submitted on behalf of SKC-Brentwood, Inc.:

- Renewal request form duly executed by Carol Bargstadt with registration fee check in the amount of \$45.00.
- Change of location form executed by Roger Bargstadt with a copy of site plan for new building, copy of deed to property, and filing fee check in the amount of \$45.00.

You will note that the deed to the new location runs to the Bargstadts who, as shown on the renewal request, are the officers of the Corporation. Since the new facility has not yet been completed, a lease has not yet been prepared between the licensee and the Bargstadts. However, if a lease is required at this time in order to approve the renewal request, we will be happy to prepare one and submit it to you.

If you need anything further with regard to this matter, please give me a call at your convenience.

Very truly yours,



Larry R. Forman

LRF:hn
Enclosure

cc: Roger and Carol Bargstadt

LAW OFFICES
**HILLMAN, FORMAN, NELSEN,
CHILDERS & McCORMACK**

EUGENE L. HILLMAN*
LARRY R. FORMAN
MICHAEL A. NELSEN
EMMETT D. CHILDERS
PATRICIA McCORMACK
RYAN P. BAILEY

7171 Mercy Road • Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051 • Fax: (402) 397-2868
e-mail: hillmanforman@hfncm.com

OF COUNSEL
WILLIAM J. ELDER*

JOHN R. McCORMACK
(1910 - 1999)

*ALSO ADMITTED IN COLORADO

October 10, 2007

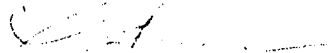
Mr. Randy Seybert
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, NE 68509-5046

Re SKC - Brentwood, Inc.
License # 25820

Dear Mr. Seybert:

Enclosed is a copy of the Business Property Lease between Roger and Carol Bargstadt as landlord and SKC-Brentwood, Inc. as tenant with respect to Lot 2, Southport East Replat 7 for a term of 10 years. If you need anything further in order to process the license renewal, please advise.

Very truly yours,



Larry R. Forman

LRF:hn
Enclosure

cc: Roger and Carol Bargstadt

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2007 AGENDA**

Subject:	Type:	Submitted By:
LOCAL OPTION SALES TAX — CONTINUATION OF ½ PERCENT OPTION	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAMELA A. BUETHE CITY CLERK

SYNOPSIS

La Vista's one-half cent sales tax will sunset on July 1, 2010. The City's one cent local option sales tax continues in perpetuity (*there is currently a total local option sales tax of 1 ½ %*). This item has been placed on the agenda to begin discussion about placing the question of continuing the one-half cent sales tax on the May 2008 primary election ballot.

FISCAL IMPACT

Currently, the one-half cent optional sales tax is utilized for major street improvement projects and other capital expenditures. Since FY2000, the one-half cent option has provided an annual average of \$808,833 in funding for said projects. If this amount were annually replaced with property tax dollars, it would require an increase of approximately \$.09 in the City's current property tax levy of \$0.5235 (a 17% increase in property taxes). This change in property taxes would increase a homeowner's tax bill for city services (on a home valued at \$150,000) from \$785 per year to \$920 per year.

RECOMMENDATION

No action is requested at this time.

BACKGROUND

In December of 1984, the City established a one percent local option sales tax which continues in perpetuity and funds are used for the day to day cost of providing city services, such as police, fire, and public works.

On June 19, 1990, the City Council adopted Ordinance 504 authorizing an additional one-half of one percent (0.5%) local option sales tax, following a successful referendum. The additional one-half of one percent local option sales tax included a "sunset" or end date of the one-half percent option on July 31, 2000. Those funds were dedicated by the City Council to be used for street improvements and other capital expenditures.

On January 19, 1999, the City Council adopted Ordinance 759 continuing the additional one-half of one percent (0.5%) local option sales and use tax following another successful referendum by special election on November 3, 1998, which included a "sunset" date of July 1, 2010. (*Original sunset date of July 31, 2010 was amended in November, 2000 to reflect state regulation that it must sunset on the first day of a calendar quarter.*)

As the City continues to age and grow, additional street improvements and capital expenditures have been projected beyond 2010. As a result, it is recommended that the City ask the voters to approve continuation of the one-half percent sales tax for at least another ten year period.

The alternative of funding road improvements with sales tax dollars versus property tax dollars is an appropriate way of shifting the burden of taxation from La Vista residents (property tax) to a broader base (sales tax) which reflects *shoppers* in La Vista that are both residents and non-residents. Additionally, as a part of a metropolitan community a significant amount of *wear and tear* on City roads is by non-residents — which again supports the use of sales tax dollars for road improvement projects.

Since the local one-half percent option was enacted the City has had the following trend in sales tax revenue:

Fiscal Year	One-Half Percent Revenue
FY00	\$680,479
FY01	\$717,131
FY02	\$909,953
FY03	\$735,086
FY04	\$788,179
FY05	\$820,905
FY06	\$837,748
FY07	\$939,771

The one-half percent sales tax revenue has paid for all or a portion of the following major street improvement projects/capital expenditures:

- Widening of Harrison Street (4 lanes/divided) from 72nd to 90th Street (Pine Drive)
- Widening of Giles Road (4 lanes/divided) from 72nd to 107th
- Cornhusker Road (*Portal Road*) from 96th to 100th Street
- 66th Street from Giles Road to Harrison Street
- 84th Street and Park View Blvd. Improvements
- 96th Street from Giles Road to Cornhusker Road (Portal Road)
- 78th Street and Harrison Signalization
- 72nd Street Pedestrian Crossing Signalization and improvements (various crossings)
- Sports Complex Improvements (parking areas)
- 114th Street Improvements North of Giles
- 84th Street Improvements from Harrison to Giles
- Realign Cornhusker/Portal/107th St. with 108th and Giles and full signalization (in progress)
- 132nd Street and West Giles Road (preliminary)
- Annual Street Resurfacing projects
- Annual Sidewalk District Improvements

Should the Mayor and City Council choose to move forward with placing this question on the May 2008 Primary Election ballot, the recommended timeline would be:

- Council discussion regarding the continuation of ½ % tax November 20, 2007
- Council directs the Election Commissioner to place tax question on the May ballot (Resolution) February 5, 2008
- Deadline to have resolution to Election Commissioner March 1, 2008
- Local Option Sales Tax on the Ballot (Primary Election) May 13, 2008

If the referendum passes:

- Council approves continuation of the ½ % Sales Tax (Ordinance) July 15, 2008
- Tax continuation becomes effective July 1, 2010

** If the voters do not approve continuation of the sales tax, the City could not place the question on the ballot for another 23 months.*

For your reference, a copy of the 1998 Resolution by Council to place the question of continuing the existing one-half cent local option sales tax is attached.

1998
Resolution
+ Ballot
Question

RESOLUTION NO. 98-119

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DIRECTING THE SARPY COUNTY ELECTION COMMISSIONER TO PLACE ON THE NOVEMBER 10, 1998 GENERAL ELECTION BALLOT THE QUESTION OF CONTINUING THE EXISTING ONE-HALF CENT LOCAL OPTION SALES TAX IN THE CITY OF LA VISTA FOR A TEN YEAR PERIOD PURSUANT TO SECTION 77-27,142 R.R.S. FROM August 1, 2000, THROUGH July 31, 2010.

WHEREAS, the City of La Vista has had a local option sales tax of one percent since December of 1984 which continues in perpetuity; and

WHEREAS, on June 19, 1990, by ordinance no. 504, the Mayor and City Council adopted an ordinance to establish an additional one-half cent sales and use tax effective October 1, 1990 and ending July 31, 2000, which revenues have been solely allocated for major street improvement projects; and

WHEREAS, the additional one-half cent sales and use tax has generated over \$3,500,000 to date and has allowed the City to fund major street improvement projects such as the widening of Harrison to four lanes/divided from 72nd to 90th (Pine Drive), the widening of Giles to four lanes/divided from 72nd to 107th (some portions in progress), the paving of Cornhusker from 96th to 100th, the paving of 66th Street from Giles to Harrison, and the paving of 96th Street from Giles to Cornhusker (in progress); and

WHEREAS, the Mayor and City Council have identified major street improvement projects and other capital expenditures (estimated cost of \$4,000,000) to be undertaken over the next ten (10) years; and

WHEREAS, the Mayor and City Council deem it appropriate to submit to the voters of the City of La Vista the question regarding continuation of the one-half cent sales and use tax.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the following questions be submitted to a vote of the qualified electors of the City of La Vista at the general election to be held November 10, 1998:

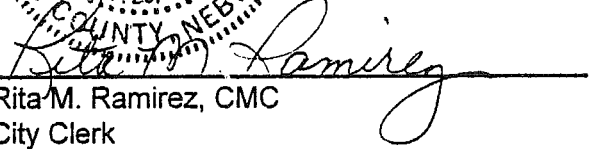
"Shall the governing body of the City of La Vista continue its current optional sales and use tax of one-half of one percent upon the same transactions within the City of La Vista on which the State of Nebraska is authorized to impose a tax, for a ten (10) year period ending July 31, 2010 to pay for major street improvements projects and other capital expenditures?"

If a majority of the votes cast upon such questions shall be in favor of such sales tax continuation, then the governing body of the City of La Vista shall be empowered, as provided by §77-27,142 et. seq., and shall forthwith proceed to continue the sales tax pursuant to the Local Option Revenue Act. If a majority of those voting on the questions shall be opposed to such sales


tax continuation, the governing body of the City of La Vista shall not, until approved by the voters of the City of La Vista, increase such sales tax.

PASSED AND APPROVED THIS 4TH DAY OF AUGUST 1998.




Rita M. Ramirez, CMC
City Clerk

CITY OF LA VISTA


Terrilyn Quick, Acting Mayor

SLSTX.DOC

OFFICIAL MUNICIPAL ELECTION BALLOT

CITY OF LA VISTA
LOCAL SALES TAX CONTINUATION PROPOSITION

A vote "For" this proposal will authorize the Mayor and City Council of the City of La Vista to continue its current optional sales and use tax of one-half of one percent upon the same transactions within the City of La Vista on which the State of Nebraska is authorized to impose a tax, for an additional ten (10) year period ending July 31, 2010 to pay for major street improvement projects and other capital expenditures. A vote "Against" will deny authorization to continue the current optional sales and use tax of one-half of one percent beyond its expiration date of July 31, 2000.

"Shall the Governing Body of the City of La Vista continue its current optional sales and use tax of one-half of one percent upon the same transactions within the City of La Vista on which the State of Nebraska is authorized to impose a tax, for a ten (10) year period ending July 31, 2010 to pay for major street improvement projects and other capital expenditures?"

- ☐ For
☐ Against"