

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 7, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – CITY PARK FIELD USAGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARKS SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared to approve an interlocal cooperation agreement with the Papillion-La Vista School District for use of ball fields at City Park.

**FISCAL IMPACT**

Minimal maintenance and utility costs.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2015 the Papillion-La Vista School District approached the City regarding the potential of using ball fields at City Park for the girls' high school softball program. Under Title IX regulations the District is required to provide comparable facilities for all of its boys and girls athletic programs. Rather than construct an entirely new facility, the District investigated available options and ultimately determined that La Vista's City Park fields provided the best alternative.

In April of 2015 an Interlocal Cooperation Agreement was approved by the City Council and the School District regarding the use of City Park Field #2 as the home field for the Papillion-La Vista High School girls softball team. The School District agreed to make improvements to the field as part of that interlocal and they have fulfilled that obligation. The City has been responsible for field maintenance and utility costs.

Recently the School District approached the City again with a request to enter into a new interlocal agreement that would provide for additional improvements to City Park Field #2. The details of the proposed improvements are outlined in the interlocal cooperation agreement and include the installation of artificial turf, new stadium bleachers, and a new backstop. The City retains ownership of the fields and all improvements made thereon and will continue to be responsible for some maintenance and the utilities.

The new agreement has been reviewed by the City Attorney and his recommendations have been incorporated. On October 9, 2023, the Papillion-La Vista School Board approved the interlocal cooperation agreement. A school district representative will be attending the Council meeting to answer any questions.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPILLION-LA VISTA SCHOOL DISTRICT FOR FIELD USAGE AT CITY PARK.

WHEREAS, the School District has a need for athletic fields for the girls high school softball program; and

WHEREAS, the City has fields available at City Park that would satisfy the School District's needs without interfering with City programs; and

WHEREAS, the School District would make significant permanent improvements to fields at City Park at no cost to the City; and

WHEREAS, these types of cooperative efforts between public entities are an efficient use of taxpayer resources; and

WHEREAS, an interlocal agreement between the City of La Vista and Sarpy County School District 27 for a period of twenty five years has been proposed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed interlocal agreement between Sarpy County School District 27 and the City of La Vista for field usage at City Park is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT - CITY PARK FIELD

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement") is made on the 9 day of October, 2023, between the CITY OF LA VISTA, Nebraska, a municipal corporation (hereinafter referred to as the "City") and the PAPILLION LAVISTA SCHOOL DISTRICT NO. 27 OF SARPY COUNTY, NEBRASKA, (hereinafter referred to as "PLSD") (collectively, the "Parties").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the "Act") of the State of Nebraska, provides that two or more public entities may enter into an agreement for shared or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and other Nebraska laws, and no separate legal or administrative entity is created for any of the cooperative undertakings established under this Agreement;

WHEREAS, the Parties have purposes for cooperative action as provided herein;

WHEREAS, the Parties desire to enter into an interlocal cooperation agreement to accomplish those purposes; and

WHEREAS, by entering into this Agreement, the City and PLSD intend to provide for PLSD's maintenance and use of City Park Field 2 ("City Park Field 2") located within the City Park Field Complex in La Vista, Nebraska, at 7629 Josephine St. ("City Park Field Complex") and depicted as the area within the solid black line on the attached Exhibit "A", situated on real estate owned and controlled by the City.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. INTERLOCAL COOPERATIVE. In consideration of the covenants expressed herein, the City and PLSD agree to a cooperative undertaking relating to the use, improvement, maintenance and operation of City Park Field 2 that is located within the City Park Field Complex, which complex includes four (4) playing fields, parking, and other facilities and improvements as generally shown on Exhibit "A". City Park Field Complex is primarily a baseball/softball facility and complex which will be used from time to time by PLSD for school and athletic purposes. PLSD agrees to upgrade the facilities and to maintain City Park Field 2 as described below to meet the needs of PLSD's softball program and, in return for such upgrades and maintenance, shall be entitled to use of City Park Field 2 for its softball games, practices and clinics as provided herein.

2. TERM OF AGREEMENT. Subject to the prior approval of this Agreement by the La Vista City Council, the term of this Agreement shall be twenty-five (25) years, commencing on November 1, 2023 (the "Effective Date"), and ending exactly twenty-five (25) years from that date (the "Term of Use"), unless this Agreement is sooner terminated, modified, or extended in writing, as hereinafter provided. On the Effective Date this Agreement shall supersede and replace that certain Interlocal Agreement dated as of April 22, 2015 entered into between the Parties which is also related to a cooperative undertaking with respect to the City Park Field Complex.

3. RENT. In lieu of monetary payment, in consideration for being permitted to use City Park Field 2, PLSD agrees to perform the maintenance and other duties provided under this Agreement. The Parties agree that PLSD's said maintenance and other duties reasonably approximate the value of the field usage rights granted hereunder.

4. PROGRAM ADMINISTRATORS. Except as otherwise provided herein, this City Park Field Complex usage cooperative undertaking shall be administered by a program administrator from PLSD and a program administrator from the City (the "Program Administrator(s)"). The City hereby designates the City of La Vista Parks Superintendent as its Program Administrator for this cooperative undertaking. PLSD hereby designates the Assistant Superintendent of Business Services as its Program Administrator for this cooperative undertaking. The Program Administrators shall be directly responsible for making decisions, administering and managing, on a day-to-day basis, this cooperative undertaking and the City's and PLSD's use during the Term of Use of this cooperative undertaking. The Program Administrators shall also oversee, collaborate on and approve the scheduling and, in consultation with the City Engineer, the final design, plans, specifications, construction contracts and acceptance for PLSD Improvements. A party's Program Administrator may be changed from time to time by said party appointing a successor Program Administrator upon no less than seven (7) days advance written notice to the other party.

5. PERMITTED USE. PLSD agrees to use City Park Field 2 solely for recreational and park purposes, and to take all reasonable actions to maintain, preserve and display City Park Field 2 in a first-class manner. The Parties agree that PLSD may reasonably use City Park Field 2 for itself, or allow third parties to use City Park Field 2 with prior approval by the City, for recreational or park purposes. In addition, PLSD may conduct fundraising events for the promotion and development of City Park Field 2. The Parties further agree that the City may reasonably use City Park Field 2 from time to time for events for and by the City; provided, however, that the City shall provide PLSD with written notice of any such event at least three (3) business days prior to the event to obtain PLSD's approval for the use of City Park Field 2, which approval shall not be unreasonably withheld by PLSD. The Parties agree that they will not use City Park Field 2 or permit any other person or organization to use City Park Field 2 in violation of any applicable law, ordinance, or public regulation. PLSD may set reasonable rules and regulations which set restrictive capacity limits and govern the use of City Park Field 2. Such rules and regulations may not be less restrictive than those provided by the City of La Vista Municipal Code.

In return for the agreement by PLSD to make the contributions provided for herein, City agrees that during the Term of Use PLSD shall be entitled to priority use of City Park Field 2 from August 1 through October 31 each year without additional cost or expense consistent with its past usage of approximately 30 games per year plus summer clinics and practices. Summer clinics and practices must take place in the mornings and conclude by 1:00 PM. PLSD shall also be entitled to the periodic use of City Park Fields 1, 3 and 4 without additional cost or expense as needed and upon request and approval of the City's Program Administrator. City will have access to and use of Fields 1 through 4 for its recreational sport programs, which generally run from April through early July each year and for other recreational programming needs. Field use shall be coordinated by the Program Administrators taking into consideration program changes, PLSD and City needs and PLSD and City growth during the Term of Use.

During the Term of Use, PLSD shall be entitled to charge admission fees, sell memorabilia or other nonfood related items at any of its contests or during its use of City Park Field 2 and shall be entitled to keep all funds or revenue generated therefrom. The City currently has a food and beverage concession contract at City Park Field Complex which will remain in place until or unless otherwise modified or superseded. The City at all times shall have exclusive rights to all food and beverage concession sales, and PLSD will not be entitled to use the concession area or sell food, beverages or other concessions at City Park Field Complex.

6. BUILDING CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE. PLSD at its sole cost will make the following contributions with respect to City Park Field 2

("Improvements"): PLSD shall be responsible for all construction, improvements and maintenance of City Park Field 2 and other permanent structures placed on City Park Field 2 during the term of the Agreement. PLSD agrees that the City may, but shall not be obligated to, perform general maintenance on City Park Field 2 and other permanent structures on City Park Field 2 at its own cost as the City deems necessary and in its sole discretion. After the Effective Date, on a timeframe mutually agreed upon by the Parties, PLSD will construct at its expense the following Improvements to City Park Field 2: artificial turf, new stadium bleachers, new backstop, and improvements to the batting cages. The artificial turf installed on City Park Field 2 shall be maintained in good condition and repair during the Term of Use. The Parties agree that the artificial turf installed on City Park Field 2 by PLSD as provided above will be replaced with new artificial turf at PLSD's expense on a timeframe mutually agreed upon by the Parties, which timeframe is anticipated to be on or before the thirteenth (13<sup>th</sup>) year of the Term of Use. Plans, specifications, contracts and principal subcontracts for the Improvements will be submitted to the City for approval prior to commencing construction, and substantial completion of construction of the Improvements shall be subject to City approval. PLSD shall not make any other improvements or alterations to City Park Field 2 without first obtaining written consent of the City.

The City shall maintain ownership of City Park Field 2 and any Improvements thereon upon completion shall become the property of the City of La Vista. City's Program Administrator (as such term is defined herein above) shall be authorized to execute such easements or other documents or instruments as required to allow PLSD to construct said Improvements.

PLSD shall not place any additional buildings or permanent structures on the City Park Field Complex without the City's written approval. PLSD also promises that the Improvements on City Park Field 2 and any additional buildings or permanent structures erected on the City Park Field Complex by PLSD will be placed and supported on a solid foundation, and that any opening between the ground and such additional buildings or permanent structures will comply with fire regulations. PLSD promises that all buildings and structures maintained or constructed by PLSD on the City Park Field Complex will conform to all applicable laws, ordinances, or other public and fire regulations. The Parties agree that any building or structure constructed on the City Park Field Complex shall be considered to become part of the City Park Field Complex, unless otherwise agreed to in writing by the Parties. Any additional buildings or permanent structures shall be bound by the terms provided herein.

7. GROUNDS WORK AND MAINTENANCE. During the term of this Agreement, PLSD agrees to provide all maintenance of City Park Field 2 at its own cost. Such maintenance provided by PLSD shall include, but shall not be limited to, the following:

- a. City Park Field 2;
- b. Press box;
- c. All structures, equipment and field surfaces within the perimeter chain link fence of City Park Field 2;
- d. Bleachers, grandstands and dugouts;
- e. Batting cages;
- f. Windscreens; and
- g. Structures and equipment outside of the perimeter chain link fence that are directly related to City Park Field 2 use, including scoreboard and controls, light poles and lights, and foul poles.

During the term of this Agreement, the City of La Vista's Parks Superintendent will assess periodically the condition of the field turf surface of City Park Field 2 and if warranted, inform PLSD of any changes or repairs that need to be made to maintain a high standard of quality, safety, and

playability. Conditioning and care of, as well as any necessary maintenance to the artificial turf on City Park Field 2 are the responsibility of PLSD. The first instance of an unsatisfactory maintenance issue will be communicated orally to PLSD's Program Administrator. If the issue continues to persist, a letter will be submitted to PLSD asking for the issue to be corrected within two (2) weeks. If, after the second notice, the issue persists a third and final warning will be sent to PLSD's Program Administrator requesting immediate attention or, if not remedied, the termination of the Agreement. The termination procedure in this section shall be effective and be used for purposes of this section, notwithstanding the other general rules on default set forth elsewhere in this Agreement.

PLSD promises not to make any material modifications to City Park Field 2, such as changes to landscaping design or the addition of landscaping materials on City Park Field 2 without first obtaining written consent of the City.

The City shall maintain at its cost restrooms, drinking fountains, electrical systems and plumbing systems on the City Park Field Complex. Restrooms and drinking fountains shall remain open seasonally for use by the general public, notwithstanding any events occurring on City Park Field 2. The City shall provide maintenance and snow removal for sidewalks and parking lots and any other maintenance deemed necessary. It is further agreed that the above referenced contribution by the City shall be its only responsibility during the Term of Use of this Agreement unless otherwise agreed to by both Parties.

PLSD also promises to pay for all Improvements, equipment and materials attached by PLSD in any way to City Park Field 2, additional buildings or permanent structures installed by PLSD on City Park Field 2, and to fully pay all charges for labor on City Park Field 2. PLSD shall not permit any mechanic's or construction lien to be enforced against City Park Field 2 if the lien is for services or materials requested by or on behalf of PLSD. PLSD will fully indemnify the City for any liens, claims, demands, costs, and expenses of any nature connected to any work done on City Park Field 2 by PLSD.

8. PREMISE CONDITION. PLSD shall keep City Park Field 2 in good repair and in a neat and tidy condition, free from any fire hazards or anything that gives City Park Field 2 an untidy appearance, and shall keep City Park Field 2, additional buildings and permanent structures in good repair. PLSD shall not permit any posters, signs, or advertisements to be displayed on City Park Field 2 except notices and signs that are displayed for events occurring on City Park Field 2, or as otherwise approved by the City. All notices and signs on City Park Field 2 shall be kept neat and properly maintained.

9. ASSIGNMENT. PLSD agrees that it shall not assign this Agreement, or any rights or obligations under this Agreement, without the express written approval of the City. Any transfer or assignment of this Agreement, or any rights or obligations under this Agreement, even if it is caused by the operation of the law, without the City's approval, shall be void. Without limiting the foregoing provisions of this section, PLSD agrees that it shall not assign its rights to use City Park Field 2 or the City Park Field Complex without the City's express written approval, and PLSD shall use City Park Field 2 and the City Park Field Complex only for such uses and events permitted by this Agreement.

10. INSURANCE. PLSD, at its expense, agrees that during the term of this Agreement it shall purchase and maintain an insurance policy with respect to the City Park Field Complex in a form approved by the City to provide insurance coverage against all risks of liability, loss or damage from every cause whatsoever, and such insurance policy shall include general liability insurance with a limit of no less than Five Million (\$5,000,000) general aggregate and Two Million

(\$2,000,000) per occurrence (which may include both primary and excess or umbrella coverage). Such insurance policy shall name the City as an additional insured, and shall provide that such insurance may not be materially changed or cancelled without at least ten (10) days prior written notice to City. Within ten (10) days of the execution of this Agreement and annually thereafter during the Term of Use of this Agreement, PLSD shall furnish to City the appropriate certificate(s) evidencing that such insurance is in force and that City is an additional insured thereunder. The insurance policy required to be obtained by PLSD under the terms of this Agreement shall be underwritten by an insurance carrier or carriers authorized to do business in the State of Nebraska and rated "A" or better by A.M. Best & Company.

11. PREMISE REPAIRS. In the event there is any damage requiring repairs or restoration on City Park Field 2 due to any cause, event or occurrence of any nature, PLSD agrees to pay the cost of all damages, repairs and restoration of City Party Field 2 and to improvements or alterations made to City Park Field 2. If PLSD does not restore City Park Field 2 to its pre-damaged or pre-altered condition within 90 days after the City has demanded the same in writing, the City shall be authorized to undertake such repairs and restoration and, following demand therefor, shall be reimbursed by PLSD for the reasonable cost thereof for the City's related costs. PLSD shall be responsible for repairing and restoring the following areas:

- a. City Park Field 2;
- b. Press box;
- c. All structures, equipment and field surfaces within the perimeter chain link fence of City Park Field 2;
- d. Bleachers, grandstands and dugouts;
- e. Batting cages;
- f. Windscreens; and
- g. Structures and equipment outside of the perimeter chain link fence that are directly related to City Park Field 2 use, including scoreboard and controls, light poles and lights, and foul poles.

12. PERSONAL PROPERTY. All personal property on City Park Field 2 shall be at the risk of PLSD. The City shall not be or become liable for any damage to said personal property, to City Park Field 2 or to any person or property caused by water leakage, steam, sewage, gas, or odors or any other damage whatsoever, or for any damages occasioned by water, snow, or ice being upon City Park Field 2, or for any damage arising from any act or neglect of other users, occupants, invitees or employees of PLSD or arising by reason of the use of, or any defect in, City Park Field Complex or any fixtures, equipment or appurtenances therein, or by the act of neglect of any person or cause in any other matter whatsoever.

13. INDEMNIFICATION. PLSD shall protect, indemnify, defend and hold harmless the City, its officers, mayor, council members, employees, agents, servants, successors and assigns from and against any and all third-party claims, actions, damages, losses, liability and expense (including attorneys' fees) in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, on, or about the City Park Field Complex, including the buildings and their contents, or which arises from, out of or in connection with PLSD's use, occupancy, operation or maintenance of City Park Field Complex or any part thereof, or which arises from, out of or in connection with the presence of any of PLSD's invitees, employees, agents, contractors or subcontractors thereon, or occasioned wholly or in part by any act or omission of PLSD, its invitees, employees, agents, contractors or subcontractors, including a breach of any of PLSD's obligations under this Agreement, except as may be caused by the gross negligence of the City, its officers, agents, or employees. If any action or proceeding is brought against the City, its officers, council members, employees, agents, servants, successors or assigns

by reason of any of the aforementioned causes, PLSD upon receiving written notice thereof from the City, agrees to defend any such action or proceeding by competent counsel reasonably acceptable to City at PLSD's own expense.

14. ABANDONMENT. In the event that PLSD abandons City Park Field 2, this Agreement shall terminate and the City may take possession of City Park Field 2. The City and PLSD agree that City Park Field 2 will be considered abandoned if City Park Field 2 is not used as intended and permitted by this Agreement for a period of one (1) year or more and the City has provided written notice to PLSD of such non-use. After receipt of such notice of abandonment, PLSD can request the City's written permission to continue such non-use within sixty (60) days of receipt of the notice. The City's permission to continue such non-use shall not be unreasonably withheld. The City and PLSD agree that upon PLSD's abandonment of City Park Field 2, the City has the authority, in its discretion, to remove any or all PLSD's property or structures from City Park Field 2.

15. DEFAULT. If PLSD fails to keep any promise made in this Agreement or fails to do anything required herein, then the City may declare that PLSD has breached this Agreement. If a breach is declared, the City shall give PLSD written notice specifying the nature of the breach and thereafter PLSD shall have 90 days after receiving such notice to cure the breach by correcting the deficiency or performing the required act. If PLSD does not cure the breach within the 90 day cure period, PLSD will immediately lose all rights it has under this Agreement and City may deem the Agreement to be terminated and cause PLSD to cease use of the City Park Field 2. If the Agreement is terminated for any reason, the City may pursue any and all other remedies available at law or in equity that are not inconsistent with the terms of this Agreement. In the event that the City chooses not to declare a breach of the Agreement when it has the right to do so, such action by the City will not prevent the City from subsequently declaring a breach or exercising any of its rights under this Agreement.

16. TERMINATION OF AGREEMENT. Upon termination of this Agreement for reasons outlined in this Agreement, PLSD promises to leave City Park Field 2 and give the City complete possession of City Park Field 2 without any dispute. All Improvements, additions and alterations by PLSD shall become the property of City and shall not be removed from City Park Field 2, unless request is made by City to remove any such Improvements, additions or alterations. If the City makes a request for removal of any Improvements, additions or alterations, such shall be removed by PLSD within 90 days after receipt of such request. PLSD shall remove all foundations and fill in all excavations and pits and remove all debris and rubbish at its own expense, if directed to do so by the City. The City and PLSD agree that if PLSD does not complete such removal and restoration within 90 days after receipt of such request, or as otherwise agreed by the Parties in writing, the City shall have the right to immediately take possession and title to City Park Field 2 and other structures and property remaining on City Park Field 2, and thereafter the City may perform the removal and restoration or sell any building, structure, or property on City Park Field 2, in which case PLSD agrees to reimburse the City its expenses (less the fair market value of any buildings or property sold by the City) within thirty (30) days after receiving a bill for the same from the City. Nothing herein shall require the City to remove any part of City Park Field 2 or other structures or personal property from City Park Field 2.

17. APPROVAL PROCESS. Requests for approval from the City shall be submitted to the City's Program Administrator.

18. NOTICES. Unless otherwise expressly provided herein, all notices, certificates, requests, demands and other communications between or among the Parties hereto in connection with this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class

United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by email verified as being received, in each case addressed to the party to whom notice is being given at its address as set forth below and, if transmitted by email, transmitted to that party at its email address hereafter designated by that party in a written notice to the other party complying as to delivery with this section:

Papillion LaVista School District:  
Superintendent of Schools  
Papillion LaVista School District  
420 S. Washington Street  
Papillion, NE 68046

City of La Vista:	with copy to:	Fitzgerald Schorr PC LLC
City Administrator		Attn: Thomas J. McKeon
8116 Park View Blvd		10050 Regency Circle, Suite 200
La Vista, NE 68128		Omaha, NE 68114

Such notice shall be deemed to have been given at the time it is personally delivered or emailed to such address, three (3) days after the same is sent by certified United States mail, or one (1) day after the same is sent by a nationally recognized overnight courier providing proof of delivery, in each instance addressed in the manner prescribed herein.

#### 19. MISCELLANEOUS.

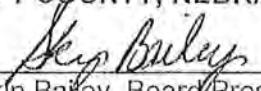
- a. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- b. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous, written or oral negotiations, agreements, negotiations, correspondence and understandings between the Parties respecting the subject matter of this Agreement.
- c. This Agreement may be modified only by an instrument in writing duly executed by both Parties.
- d. The Section headings in this Agreement are inserted for convenience of reference only and shall not be used in interpreting this Agreement.
- e. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or a partnership or a joint venture between the Parties.
- f. All provisions of this Agreement have been negotiated by both Parties at arm's length and neither party shall be deemed the author or drafter of this Agreement. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision of this Agreement.
- g. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

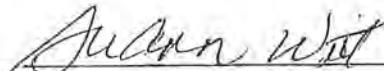
[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above written.

PAPILLION LAVISTA SCHOOL DISTRICT NO. 27 OF SARPY COUNTY, NEBRASKA

  
Skip Bailey, Board President

ATTEST:

  
\_\_\_\_\_, witness

CITY OF LA VISTA, Nebraska,  
A Municipal Corporation

DOUGLAS KINDIG, Mayor

ATTEST:

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

(SEAL)

EXHIBIT "A"

The area depicted below within the solid black line includes City Park Field 2 and other areas to which PLSD is assigned maintenance duties under the Agreement to which this Exhibit "A" is attached

[Appropriate map/diagram to be attached]

**Exhibit "A"**

**Enlarged view  
La Vista City Fields  
78<sup>th</sup> and Josephine  
La Vista, NE**

