

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING September 16, 2014

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 September 16, 2014. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Chief Building Official Sinnott, Recreation Director Stopak, Library Director Barcal, Human Resource Manager Garrod and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on September 3, 2014. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 2, 2014 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE AUGUST 21, 2014 PLANNING COMMISSION MEETING
4. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. - PROFESSIONAL SERVICES - THOMPSON CREEK PHASE 1 - \$331.25
5. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. - PROFESSIONAL SERVICES - THOMPSON CREEK PHASE 1 - \$1,266.25
6. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. - PROFESSIONAL SERVICES - THOMPSON CREEK PHASE 1 - \$1,079.85
7. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. - PROFESSIONAL SERVICES - THOMPSON CREEK PHASE 1 - \$1,521.25
8. PAY REQUEST FROM THOMPSON, DREESSEN DORNER, INC. - PROFESSIONAL SERVICES - MISCELLANEOUS - \$522.00
9. RESOLUTION NO. 14-113 - APPROVAL - ADVERTISEMENT FOR BIDS - THOMPSON CREEK CHANNEL REHABILITATION - SITE CLEARING

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS FOR CONSTRUCTION OF THE THOMPSON CREEK CHANNEL REHABILITATION SITE CLEARING.

WHEREAS, the City Council has determined that construction of the Thompson Creek Channel Rehabilitation Site Clearing is necessary, and

WHEREAS, the Capital Improvement Program budget provides funding for this project, and

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WHEREAS, Thompson, Dreessen, Dornier, has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do hereby authorize the advertisement of bids for the construction of the Thompson Creek Channel Rehabilitation site clearing in accordance with plans and specifications prepared by Thompson, Dreessen, Dornier. Said bids are to be opened and publicly read aloud at 10 a.m. at the office of the City Clerk, 8116 Park View Boulevard, La Vista, Nebraska on October 7, 2014.

Publish Notice to Contractors September 24 and October 1, 2014

Open Bids October 7, 2014 at 10:00 a.m. at City Hall

City Council Award Contract October 21, 2014

10. APPROVAL OF CLAIMS.

A & D TECHNICAL SUPPLY, supplies	75.00
AAT (US) INC, bld&grnds	80.47
ACCO UNLIMITED, supply	486.70
BABER, B., travel	330.00
BEVERLY PIPPITT, books	37.99
BISHOP BUSINESS EQUIPMENT, services	1,118.68
BLACK HILLS ENERGY, utilities	21.09
BOB'S RADIATOR REPAIR, maint.	160.00
BOMA/OMAHA, training	22.00
BRENTWOOD AUTO WASH, maint.	42.00
BRIDGESTONE GOLF, supplies	97.98
BUILDERS SUPPLY CO, bld&grnds	434.28
CALENTINE, J., travel	366.25
CARDMEMBER SERVICE, services	13,217.52
CAVENDISH SQUARE PUBLISHING, books	234.90
CENTURY LINK, phone	87.18
CITY OF MARSHALLTOWN, books	28.95
CITY OF OMAHA, services	272,470.43
CJ'S HOME CENTER, bld&grnds	1,094.97
COCA-COLA BOTTLING COMPANY, supplies	565.37
CONRECO INC., maint.	162.01
COX COMMUNICATIONS, IT	192.85
D & B SALVAGE, services	871.75
D & D COMM., services	390.00
DATASHIELD CORP., services	5.00
DEARBORN NATIONAL LIFE INS CO	1,116.00
DIGITAL ALLY INCORPORATED, IT	300.00
DINAN, D., travel	199.39
DOSTALS CONSTRUCTION, services	23,064.75
DULTMEIER SALES & SERVICE, maint.	67.10
EDGEWEAR SCREEN PRINTING, apparel	1,035.00
ENVIRO TECH SERVICES, maint.	5,407.36
FEDEX KINKO'S, postage	76.44
FELSBURG HOLT & ULLEVIG, services	300.00
FILTER CARE, maint.	52.40
FLORATINE CENTRAL TURF PRODS, supplies	490.00
FREDRICK J BAILEY, refund	60.00
GALE, books	116.95
GALLS, book	137.79
GARROD, M., travel	90.79
GCR TIRES & SERVICE, supplies	1,275.06
GENERAL TRAFFIC CONTROLS, signs	640.89
GENUINE PARTS COMPANY, maint.	1,651.33
GOVERNMENT JOBS.COM INC, services	2,999.00
GREENKEEPER COMPANY, services	473.63

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GUNN, B., travel	310.50
H & H CHEVY., maint.	235.84
HEIMES CORP., maint.	74.69
HOME DEPOT, supplies	138.76
HUNDEN STRATEGIC PARTNERS, services	4,047.75
HUNDEN STRATEGIC PARTNERS, services	3,113.75
HUNTEL COMMUNICATIONS, IT	140.00
HY-VEE, supplies	363.00
INDUSTRIAL SALES, supplies	201.70
INGRAM LIBRARY SERVICES, books	192.22
INTERNATIONAL CODE COUNCIL, dues	125.00
KEYPER SYSTEMS, supplies	523.07
KRIHA FLUID POWER, maint.	126.15
LAUGHLIN, KATHLEEN A, TRUSTEE	116.00
LOU'S SPORTING GOODS, supplies	488.90
LOVELAND GRASS PAD, maint.	37.90
LOWE'S, bld&grnds	138.44
MARTIN MARIETTA, bld&grnds	127.27
MATHESON TRI-GAS, apparel	342.00
MIDLANDS LIGHTING, bld&grnds	256.40
MIDWEST TAPE, media	364.59
MUD, utilities	3,666.05
MULHALL'S, supplies	107.48
MUNICIPAL PIPE TOOL, maint.	14.29
NE DEPT OF REVENUE-FORM 94	25.00
NE ENVIRONMENTAL PRODS, bld&grnds	495.46
NE NOTARY ASSOCIATION, services	98.25
NE SOFTBALL ASSN DIST#10, equip.	1,116.00
NEBRASKA IOWA SUPPLY, supplies	7,904.00
NEBRASKA WELDING, equip.	30.00
NEUMAN EQUIPMENT COMPANY, maint.	91.00
NEW YORK TIMES, books	223.60
NICHOLAS A JEANETTE JR, services	40.00
NORM'S DOOR SERVICE, bld&grnds	156.00
NORTON, J., travel	244.00
NOVA HEALTH EQUIPMENT, other	5,799.00
NUTS AND BOLTS INC., maint.	20.56
OFFICE DEPOT, supplies	688.10
OMAHA COMPOUND COMPANY, supplies	67.50
OMAHA ELECTRIC SERVICE, services	93,533.35
OMAHA PUBLIC POWER DISTRICT, utilities	55,835.05
OMAHA PUBLIC POWER DISTRICT, utilities	1,981.73
OMAHA WORLD-HERALD, legal	1,101.22
ORIENTAL TRADING COMPANY, supplies	204.27
PAPILLION SANITATION, services	863.81
PAPILLION TIRE INC., maint.	167.18
PARAMOUNT LINEN & UNIFORM, apparel	317.56
PAYLESS OFFICE, supplies	159.53
PERFORMANCE CHRYSLER JEEP, maint.	834.52
PERFORMANCE FORD, maint.	112.20
PETTY CASH	168.35
PETTY CASH	205.34
PHYSICIANS MUTUAL, printing	162.80
PLAINS EQUIPMENT GROUP, equip.	641.10
PROTEX CENTRAL INC., bld&grnds	610.00
QUALITY AUTO REPAIR & TOWING, maint.	75.00
RAINBOW GLASS & SUPPLY, bld&grnds	55.00
RALSTON AREA BASEBALL ASSN, services	1,305.00
RAMIREZ, R., travel	310.50
RAMIREZ, R., travel	169.68
SAM'S CLUB, events	712.98
SAPP BROS PETROLEUM, supplies	17,221.09

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SARPY COUNTY LANDFILL, services	278.66
SHAMROCK CONCRETE, services	96.00
SIRCHIE FINGER PRINT LABS, supplies	141.77
SUN VALLEY NATURAL STONE, services	458.21
SUPERIOR VISION SVCS INC	602.92
SUSPENSION SHOP, maint.	58.86
SUTPHEN CORP., maint.	88.00
TED'S MOWER SALES & SERVICE, equip.	18.40
THOMPSON DREESSEN & DORNER, svs	4,737.75
TIELKE'S SANDWICHES, supplies	2.80
TIM JAVORSKY, services	75.00
TRACTOR SUPPLY, equip.	416.94
TURF CARS, supplies	168.38
UNO, services	678.36
UPS STORE, services	28.76
UTILITY EQUIPMENT, supplies	187.04
VAN RU CREDIT CORPORATION	34.00
VERIZON WIRELESS, phone	539.40
WASTE MANAGEMENT NE, bld&grnds	568.81
WATKINS CONCRETE BLOCK, construction	165.00
WHITE CAP CONSTR SUPPLY/HDS, maint.	243.95
WOODHOUSE LINCOLN, supplies	243.08

11. PAY REQUEST FROM BERRYDUNN – PROFESSIONAL SERVICES –
FINANCIAL INFORMATION SOFTWARE SYSTEM SELECTION -
\$17,220.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten informed Council that Officer Miller will begin full time duties Monday as she is done with training.

Director of Public Works Soucie gave an update on current construction projects. Soucie stated that they will be participating in vehicle day at the school.

Chief Building Official Sinnett stated that the footings are completed at My Place hotel.

Library Director Barcal reminded Council that the Civil War 150 event is coming soon.

Papillion Fire Chief Bill Bowes updated the Mayor and Council on fire/rescue department statistics.

B. RESOLUTION – PURCHASE BARRACUDA SERVER ONLINE BACKUP
SERVICE

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-114: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A ONE YEAR SERVICE AGREEMENT FROM MNJ TECHNOLOGIES DIRECT TO PROVIDE BARRACUDA ON-LINE SERVER BACKUP SOFTWARE IN AN AMOUNT NOT TO EXCEED \$7,780.

WHEREAS, the City Council has determined that an agreement for Barracuda on-line server backup software is necessary; and

WHEREAS, the FY 15 General Fund Budget provides funding for the proposed purchase; and

WHEREAS, quotes were requested and MNJ Technologies Direct provided the lowest responsible quote; and

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WHEREAS, Subsection (c) 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 the City of La Vista, Nebraska, authorizing the purchase of a one year service agreement from MNJ Technologies Direct to provide Barracuda on-line server backup software in an amount not to exceed \$7,780.

Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. RESOLUTION – UPGRADING AND MIGRATION OF VOICEMAIL SERVER TO SARPY COUNTY

Councilmember Thomas introduced and moved for the adoption of Resolution No. 14-115: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE UPGRADING AND MIGRATION OF THE CITY'S VOICEMAIL SERVER TO SARPY COUNTY IN AN AMOUNT NOT TO EXCEED \$13,094.52.

WHEREAS, the City Council has determined that an upgrading and migration of the City's voicemail server to Sarpy County is necessary; and

WHEREAS, the FY 14 General Fund Budget provides savings to fund the proposed project; and

WHEREAS, Subsection (c) 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 the City of La Vista, Nebraska authorizing the upgrading and migration of the City's voicemail server to Sarpy County in an amount not to exceed \$13,094.52.

Seconded by Councilmember Quick. Councilmember Sheehan asked if the voicemail server and phone system would be housed at Sarpy County. P.J. Biodrowski from Sarpy County IT stated that the voicemail server would be at Sarpy and the phone system will be at City Hall. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

D. RECEIVE AND FILE - FINANCIAL INFORMATION SOFTWARE SYSTEM NEEDS ASSESSMENT REPORT

Jon Grace and Adam Bates from Berry Dunn were in attendance. Jon Grace gave an overview of the project and answered questions.

Motion by Councilmember Crawford to receive and file the Needs Assessment. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

E. AMEND CITY CODE – ADOPT NFPA LIFE SAFETY CODE AND INTERNATIONAL FIRE CODE

1. PUBLIC HEARING

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the amendment of the city code to adopt NFPA Life Safety code and International Fire Code.

Chief Building Official Sinnett stated that these amendments will allow the fire department to proceed with inspections and code enforcement.

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At 7:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE – AMEND CHAPTER 150, BUILDING REGULATIONS

Councilmember Hale introduced Ordinance No. 1226 entitled; AN ORDINANCE TO AMEND SECTIONS 150.70 AND 150.73 OF THE LA VISTA MUNICIPAL CODE REGARDING BUILDING INSPECTIONS AND APPEALS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Sell seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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 Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Sell. The Mayor then stated the question, "Shall Ordinance No. 1226 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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.

3. ORDINANCE – ADOPT THE NFPA 101 LIFE SAFETY CODE AND INTERNATIONAL FIRE CODE

Councilmember Quick introduced Ordinance No. 1227 entitled; AN ORDINANCE RELATING TO THE CITY BUILDING CODE, TO AMEND SECTION 150.01 OF THE LA VISTA MUNICIPAL CODE, TO ADOPT THE NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE AND INTERNATIONAL FIRE CODE, AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES PREVIOUSLY ENACTED, SEVERABILITY AND THE EFFECTIVE DATE.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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 Sell moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1227 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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.

F. COLLECTIVE BARGAINING AGREEMENT – LA VISTA FRATERNAL ORDER OF POLICE

1. RESOLUTION – APPROVE THE PROPOSED AGREEMENT

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-116: 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

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ORDER OF POLICE, LODGE NO. 28 FOR FY15 THROUGH FY18 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 August 26, 2014.

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, 2014.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE – AMEND THE COMPENSATION ORDINANCE

Councilmember Sell introduced Ordinance No. 1228 entitled; 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.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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 Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. The Mayor then stated the question, "Shall Ordinance No. 1228 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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.

G. UNITED CITIES OF SARPY COUNTY – INTERLOCAL AND LOBBYING AGREEMENT(S)

1. RESOLUTION – APPROVE INTERLOCAL AGREEMENT TO HIRE LOBBYIST

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-117: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT

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WITH THE CITIES OF GRETN, PAPILLION AND SPRINGFIELD TO JOINTLY HIRE A LOBBYIST TO LOBBY ON BEHALF OF THE PARTIES IN THE NEBRASKA LEGISLATURE.

WHEREAS, the cities of Gretna, La Vista, Papillion and Springfield desire to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the parameters of such arrangement have been outlined in the interlocal agreement.

NOW THEREFORE, BE IT RESOLVED, that the Interlocal Cooperation Agreement with the cities of Gretna, Papillion and Springfield to jointly hire a lobbyist to lobby on behalf of the parties in the Nebraska Legislature, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION – AUTHORIZE EXECUTION OF LOBBYING AGREEMENT FOR LOBBYING SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No. 14-118: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KISSEL/E&S, L.L.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR.

WHEREAS, the cities of Gretna, La Vista, Papillion and Springfield (UNITED CITIES OF SARPY COUNTY) desire to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY15 municipal budget for the hiring of a lobbyist; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended Joe Kohout with Kissel/E&S L.L.C. to continue serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kissel/E&S L.L.C. for lobbying services before the Nebraska State Legislature and Governor.

Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

H. RESOLUTION – AUTHORIZATION TO PURCHASE – SINGLE AXLE DUMP TRUCK

Councilmember Crawford introduced and moved for the adoption of Resolution No. 14-119: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015

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INTERNATIONAL 7300 SFA 4X2 DUMP TRUCK FROM CORNHUSKER INTERNATIONAL TRUCKS, INC., OMAHA NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$171,110.82.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a single axle dump truck is necessary, and

WHEREAS, the FY 15 General Fund budget provides funding for the proposed purchase, and

WHEREAS, the truck will be purchased through a multi-year loan/lease; and

WHEREAS, Subsection (c) 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, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2015 International 7300 SFA 4x2 dump truck from Cornhusker International Trucks, Inc., Omaha, Nebraska for an amount not to exceed \$171,110.82.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

I. RESOLUTION – AUTHORIZATION TO PURCHASE – WALK-BEHIND MOWER

Councilmember Crawford introduced and moved for the adoption of Resolution No. 14-120: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) EXMARK VANTAGE 48 WALK-BEHIND MOWER FROM J&J MOWER, OMAHA NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$6,700.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a walk-behind mower is necessary; and

WHEREAS, said purchase of a walk-behind mower is in the best interest of the citizens of La Vista.

WHEREAS, the FY 14 General Fund Budget contains savings for this purchase; and

WHEREAS, Subsection (c) 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, that the Mayor and City Council of La Vista, Nebraska do hereby authorize the purchase of one (1) Exmark Vantage 48 Walk-Behind Mower from J&J Mower, Omaha, Nebraska for an amount not to exceed \$6,700.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

La Vista Police Sergeant Todd Armbrust stated that it was a pleasure negotiating with the City negotiating team. Mayor Kindig stated that the City feels the same way.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig thanked Councilmembers Crawford and Hale for attending the 911 Ceremony and thanked Citizen Joe Juarez for coming to stand at attention at the flag at fire station 4 for an hour on 9/11/14.

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Mayor Kindig stated that legislative work has begun in preparation for the new session.

Mayor Kindig stated that there will be a cookout for the seniors in the park beginning at 11:30 on Friday and invited the Council to join him for this event.

At 7:30 p.m. Councilmember Hale made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

A-3

INVOICE



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 106304
Date 09/12/2014

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from August 4, 2014 through September 07, 2014

P.O. #14-0098

9 Element Watershed Plan

Description	Current Billed
Engineering Services	0.00
Subconsultant Services - Applied Ecological Services	2,983.75
Total	2,983.75

Invoice total 2,983.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105987	08/27/2014	1,266.25	1,266.25				
106304	09/12/2014	2,983.75	2,983.75				
Total		4,250.00	4,250.00	0.00	0.00	0.00	0.00

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.

O.K. to pay
05.71.0872.02 (NDEQ)

FINK 9-16-2014

Consent Agenda 10/7/14 JD

A-4



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 106303
Date 09/12/2014

Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from August 4, 2014 through September 07, 2014

P.O. #14-0098

Description	Current Billed
Task A-Project Start-up	0.00
Task B-Design Development	0.00
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Pre-Construction Monitoring	0.00
Subconsultant - Applied Ecological Services Grant App	93.75
Additional Services - OPPD - Project Management	0.00
Total	93.75

Invoice total 93.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105986	08/27/2014	331.25	331.25				
106303	09/12/2014	93.75	93.75				
Total		425.00	425.00	0.00	0.00	0.00	0.00

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.

O.K. to pay
05.71.0855.02 (city)
JMK 9-16-2014

Consent Agenda 10/7/14
pb

A-5



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 106305
Date 09/12/2014

Project 0171-408 THOMPSON CREEK PHASE 1
Street Planter

Professional Services from August 4, 2014 through September 07, 2014

P.O. #14-009

Contract Administration \$ 97.50

Construction Materials Testing and Observation \$1,724.85

Description	Current Billed
Additional Services-Rain Garden/Inlet Design	1,822.35
Total	1,822.35

Invoice total 1,822.35

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
105989	08/27/2014	1,079.85	1,079.85				
106305	09/12/2014	1,822.35	1,822.35				
Total		2,902.20	2,902.20	0.00	0.00	0.00	0.00

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.

O.K. to pay
05.71.0872.03 (NDEQ)
JMK 9-16-2014

Consent Agenda 10/7/14
(Signature)

A-6

INVOICE



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 106306
Date 09/12/2014
Project 0171-412 CITY HALL BIO-BASIN

Professional Services through September 12, 2014

Description	Current Billed
Topography	1,528.25
Engineering Services - Preliminary Layout, Estimate and Construction Plans	2,918.69
Total	4,446.94

Invoice total 4,446.94

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
106306	09/12/2014	4,446.94	4,446.94				
	Total	4,446.94	4,446.94	0.00	0.00	0.00	0.00

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.

O.K. to pay
05.71.0855.02 (city)
JMK 9-16-2014

Consent Agenda 10/7/14 p12



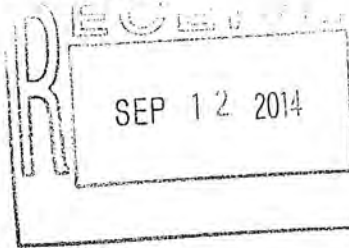
Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

A-7
INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

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



Invoice number 106277
Date 09/10/2014

Project 0171-14 CITY OF LA VISTA MISC.
SERVICES, 2014, SURVEY

Professional Services from August 4, 2014 through August 31, 2014

Description	Current Billed
Construction Staking - 120th & Giles Road Traffic Signals	530.50
Total	530.50

Invoice total 530.50

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.

O.K. to pay
05.71.0858.03
JMK
9-19-2014

A-8

INVOICE



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 106309
Date 09/15/2014
Project 0171-410 124TH CIRCLE AND
HARRISON STREET TRAFFIC SIGNAL

Professional Services from July 21, 2014 through August 31, 2014

Description	Current Billed
Topographic Survey	0.00
Engineering Services	2,875.00
Total	2,875.00

Invoice total 2,875.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
106309	09/15/2014	2,875.00	2,875.00				
	Total	2,875.00	2,875.00	0.00	0.00	0.00	0.00

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.

O.K. to pay
05.71.0879.02
JMK
9-15-2014

Consent Agenda 10/7/14 ps

INVOICE

No. 1543

09/08/14

UNIVERSITY OF NEBRASKA AT OMAHA

Grants Accounting
6001 Dodge Street
Omaha, NE 68182-0003
(402) 554-2666

BILLING TO:

City of La Vista, Nebraska
Attn: John Kottmann, City Engineer
Public Works Department
9900 Portal Road
La Vista, NE 68128

DATE	DESCRIPTION	AMOUNT
	Billing on agreement between the City of La Vista, Nebraska and the University of Nebraska at Omaha on Agreement No. 2014-149 "BioBlitz - Thompson Creek Watershed Restoration Project" for the period of January 17, 2014 to September 15, 2014.	
	Billing period August 1, 2014 through August 31, 2014.	
		Current Month Cumulative Total
	Salaries & Wages	2,360.00 \$ 15,170.00
	Benefits	144.10 1,205.18
	Operating Expenses	929.65 3,750.73
	Supplies	- 438.76
	Travel	- -
	Total	3,433.75 20,564.67
	Janet Paap Manager of Grants Accounting	Less: Previously Paid 16,452.56 Less: Previous Payment Due 678.36
	AMOUNT DUE	\$ 3,433.75

PAYMENT PROCESSING INFORMATION

REMIT TO:

UNIVERSITY OF NEBRASKA AT OMAHA
Grants Accounting
6001 Dodge Street
Omaha, NE 68182-0003

DEPOSIT TO:

WBS 46-0505-0029-100
Account 463200

PLEASE KEEP A COPY OF THIS INVOICE FOR YOUR RECORDS.

Consent Agenda 10/7/14

O.K. to pay
05,71,0855.01
APMK 9-16-2014

A-10

INVOICE 14-0905

UNIVERSITY OF NEBRASKA AT OMAHA
 Controller
 6001 Dodge Street
 Eppley Administration Building Room 208
 Omaha, NE 68182-0002
 (402) 554-2668

BILLING TO:

City of LaVista, Nebraska
 Attn. John Kottmann, City Engineer
 Public Works Department
 9000 Portal Road
 LaVista, NE. 68128

Reference: Thompson Creek Monitoring Project- Phase 2

DATE	DESCRIPTION	AMOUNT
09/05/14	Final Billing for Phase 2 of the Thompson Creek Monitoring Project	\$ 2,860.00
	Please make your check payable to the University of Nebraska at Omaha.	
		
	Michael J. Obbink Controller	
	AMOUNT DUE	\$ 2,860.00

PAYMENT PROCESSING INFORMATION

REMIT TO:
UNIVERSITY OF NEBRASKA AT OMAHA
Controller
6001 Dodge Street
Omaha, NE 68182-0002

DEPOSIT TO:	
G/L Account	
G/L Account	452400
Cost Center	4205051200
ACCOUNT	

PLEASE KEEP A COPY OF THIS INVOICE FOR YOUR RECORDS.

O.K. to pay
 JMK 9/24/2014

02.43.0505

Consent Agenda 10/7/14

University of Nebraska-Lincoln

Attention Doug Golick

103 Entomology Hall
Lincoln, NE 68583-0816
Phone 402-472-8687 Fax 402-472-4687

DATE: 9/10/2014
INVOICE # 91014
FOR: *Thompson Creek
Invertebrate
Project*

Bill To:
La Vista Public Works
9900 Portal Rd
La Vista, NE 68128

DESCRIPTION	AMOUNT
June, July & August aquatic invertebrate ID 19.75 hours @ \$51.73/hr	1,021.67
TOTAL	\$ 1,021.67

Make all checks payable to **University of Nebraska-Lincoln**
If you have any questions concerning this invoice, contact Marissa Kemp 472-8687 mkemp2@unl.edu

THANK YOU FOR YOUR BUSINESS!

O.K. to pay
02.43.0505
JMK 9-16-2014

Consent Agenda 10/7/14 pb)

A-12

August 31, 2014

Project No:

2011.519.03.I

Invoice No:

38533

John Kottmann
City of La Vista
9900 Portal Road
LaVista, NE 68128

Project 2011.519.03.I LaVista NE City of - Thompson Ck Outreach

Professional Services through August 31, 2014

Consultants

RDG Schutte Wilscam Birge Inc.	113.75	
Total Consultants	113.75	113.75

Reimbursable Expenses

Printing	8.57	
Total Reimbursables	8.57	8.57

Billing Limits

	Current	Prior	To-Date
Total Billings	113.75	19,780.25	19,894.00
Limit			39,300.00
Remaining			19,406.00

Total this Invoice \$122.32

NOTE: Completing graphics for the bioblitz

O.K. to pay
02.43.0505
JMK 9-16-2014

Consent Agenda 10/7/14 ps



A-13



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: September 29, 2014

RE: LOCAL BACKGROUND- LIQUOR LICENSE- MANAGER-AVP
ENERGY L.L.C. DBA SINCLAIR GAS STATION

CC:

The police department conducted a check of computerized records regarding the applicant for the Manager application, Kevin Matras (AVP ENERGY L.L.C., DBA SINCLAIR GAS STATION). Matras has no criminal record in Nebraska.



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

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

September 24, 2014

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

RE: Manager Application Kevin Matras

LICENSE B-88429

Dear Clerk:

Enclosed is a copy of a manager application for Kevin Matras in connection with the AVP Energy #5 located in La Vista.

Please present this application for manager to your City/Village Council or County Commissioners and send us the results of their action.

Sincerely,

Jacqueline Rodriguez
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
402-471-2571

encl.

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

SEP 12 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: AVP Energy, LLC

Premise information

Liquor License Number: 088429 / 088430 Class Type B / D
(if new application leave blank)

Premise Trade Name/DBA: AVP Energy #5 / AVP Energy #3

Premise Street Address: 8307 Parkview Blvd / 10505 Pacific St

City: La Vista / Omaha County: Sarpy / Douglas Zip Code: 68128 / 68114

Premise Phone Number: 402-331-4145 / 402-393-2956

Email address: shendrix@avpenergy.com

**The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi**

Sam M. Perry

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



1400021908

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Matras First Name: Kevin MI: P
Home Address (include PO Box if applicable): 8540 Granville pkwy Apt # 919
City: Lavista County: Sarpy Zip Code: 68128
Home Phone Number: 402 350 1380 Business Phone Number: 402 331 4145
Social Security Number: 506-17-8398 Drivers License Number & State: H12915746NE
Date Of Birth: 01/15/1986 Place Of Birth: Kearney NE
Email address: Kmatras@yahoo.com

RECEIVED

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES

☒ NO

SEP 12 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lavista NE	2011	Present			
Papillion NE	1990	2011			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
May 2014	Present	AVP Energy	Sandy Wetzel	402 331 4145
2013	2014	First Data	Mat	402 777 3934

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☐ YES ☒ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
		RECEIVED
		SEP 12 2014
		NEBRASKA LIQUOR CONTROL COMMISSION

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Kevin Matras Assistant Manager	May 2014	Avp Energy 8307 Parkview Blvd Lavista Ne 68128

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Kevin P Matras
Signature of Manager Applicant

Signature of Spouse

RECEIVED

SEP 12 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska

County of Sarpy

August 23, 2014
date

The foregoing instrument was acknowledged before me this

by Kevin P Matras
name of person acknowledged

Nancy M Jobel
Notary Public signature

Affix Seal

GENERAL NOTARY - State of Nebraska
NANCY M JOBEL
My Comm. Exp. December 11, 2015

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

RECEIVED

SEP 12 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE
DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY
OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR
VITAL RECORDS.

DATE OF ISSUANCE

MAR 12 1987
LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER, DIRECTOR
BUREAU OF VITAL STATISTICS

STATE OF NEBRASKA - DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
126-
CERTIFICATE OF LIVE BIRTH

86 00111

CHILD - NAME		Paul Matras		SEX		Male		DATE OF BIRTH (Month, Day, Year)		January 15, 1986		HOUR		11:26 P.M.	
HOSPITAL - NAME (If not in hospital, give street and number)		Good Samaritan Hospital		INSIDE CITY LIMITS		Yes		DATE SIGNED (Month, Day, Year)		January 16, 1986		NAME AND TITLE OF ATTENDING		Buffalo	
I certify that the record information concerning this child is true to the best of my knowledge and belief		C. L. Jensen, M.D.		DATE SIGNED (Month, Day, Year)		January 16, 1986		STREET OR R.F.D. NO. CITY OR TOWN, STATE, ZIP		101 W. 24th, Kearney, Nebraska 68847		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Kearney, Nebraska	
SIGNATURE		C. L. Jensen, M.D.		AGE (In years)		33		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Kearney, Nebraska		STREET AND NUMBER		7310 Sun Valley Drive	
MOTHER - MAIDEN NAME		Stanley S. Cooper		CITY, TOWN, OR LOCATION (Include zip code)		May, Nebraska		INSIDE CITY LIMITS		Yes		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Omaha, Nebraska	
RESIDENCE - STATE		Nebraska		CITY, TOWN, OR LOCATION (Include zip code)		May, Nebraska		INSIDE CITY LIMITS		Yes		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Omaha, Nebraska	
MOTHER'S MAIDEN ADDRESS - Enter if not same as residence		SADY		CITY, TOWN, OR LOCATION (Include zip code)		May, Nebraska		INSIDE CITY LIMITS		Yes		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Omaha, Nebraska	
FATHER - NAME		Francis		CITY, TOWN, OR LOCATION (Include zip code)		May, Nebraska		INSIDE CITY LIMITS		Yes		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Omaha, Nebraska	
RELATION TO CHILD		Mother		CITY, TOWN, OR LOCATION (Include zip code)		May, Nebraska		INSIDE CITY LIMITS		Yes		CITY AND STATE OF BIRTH (If not in U.S.A., Name)		Omaha, Nebraska	

Sarpy

Registrant Search Results

Registrant ID Status	Registrant Name Address	Birth Date	Registration Date	Precinct Part Phone	Party	Gender	Race
1259400 Active	Matras, Kevin Paul Apt 919 8540 Granville Pkwy La Vista, NE 68128	1/15/1986	1/16/2004	33.01 402-350-1380	Republican	Male	

Total for Sarpy :

1

Total number of Registrants :

1

Precinct: Precinct 40
Polling Place: Party: REP
First Lutheran Church 40
420 N. Washington St.
Papillion
U.S. Congressional District 2
Legislative District 14
County Commissioner District 2
Mayor of Papillion
Papillion City Council Ward 4
Papillion-La Vista Public Schs
Learning Community 1 - Dist 6

FOR WALLET SIZE - FOLD HERE

Sarpy County, State of Nebraska

1259400
Paul K Matras
314 S Polk St
Papillion, NE 68046

RECEIVED

SEP 12 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
TOLLING AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve an agreement related to security for conference center financing.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista in 2007 provided financing for the La Vista conference center, to be repaid in interest installments and a single lump sum principal payment in 10 years, as guaranteed by Mr. and Mrs. Hammons and related trust. A tolling agreement between La Vista and the estate and trust of John Q. Hammons is proposed to extend the time for La Vista to assert claims it may have with respect to the estate and trust, considering Mr. Hammons died last year. The purpose of the agreement is to preserve the status quo while La Vista follows up with the estate and trust.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT RELATED TO SECURITY FOR CONFERENCE CENTER FINANCING.

WHEREAS, an agreement has been presented to extend the time until December 1, 2014 or thereafter with respect to certain claims and security for La Vista conference center financing and related performance; specifically as related to personal guarantees of John Q. Hammons, individually and as trustee ("Guarantees").

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the agreement is hereby approved in form and content presented at this meeting, subject to any modifications the City Administrator determines necessary or advisable ("Agreement").

BE IT FURTHER RESOLVED, that the Mayor, City Administrator or his or her designee shall be authorized to execute said Agreement and to take any further actions on behalf of the City as he or she determines necessary or appropriate to carry out said Agreement, or as he or she otherwise determines necessary or appropriate with respect to the Guarantees, conference center financing or other security.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is entered into as of the 24th day of May, 2014 (the "Effective Date"), between Jacqueline A. Dowdy, as Personal Representative the Estate of John Q. Hammons, Deceased (the "Estate"), and Jacqueline A. Dowdy and Gregory D. Groves, as the successor trustees of the John Q. Hammons Revocable Trust dated December 28, 1989 (the "Hammons Revocable Trust") (collectively referred to herein as the "Hammons Parties"), on the one hand, and the City of La Vista, Nebraska, a municipal corporation ("La Vista"), and John P. Mullen, Special Administrator for the Estate of John Q. Hammons, ("Special Administrator") on the other hand.

* * *

WHEREAS, John Q. Hammons (the "Decedent") passed away May 26, 2013, and was domiciled at Greene County, Missouri on said date; and

WHEREAS, a probate administration proceeding for the Estate has been commenced in the Circuit Court of Greene County, Missouri, Probate Division (Case No. 1331-PR00455), and Ms. Jacqueline A. Dowdy has been appointed as Personal Representative of the Estate; and

WHEREAS, Jacqueline A. Dowdy and Gregory D. Groves are the successor trustees of the Hammons Revocable Trust; and

WHEREAS, on October 18, 2013, the Personal Representative filed an Inventory with the Circuit Court of Greene County, Probate Division, showing assets of the Estate totaling \$1,577.00, and claims filed against the Estate exceeding \$1,577.00; and

WHEREAS, La Vista, as a creditor, has filed a claim against the Estate; and

WHEREAS, on May 23, 2014, La Vista sent counsel for the Personal Representative a written "Demand that Personal Representative Commence Action for Accounting" under Mo. Rev. Stat. § 461.300 and, to the extent applicable, under Nebraska law; and

WHEREAS, La Vista has obtained the appointment of the Special Administrator in the State of Nebraska to commence a proceeding against the trustees of the Hammons Revocable Trust under Neb. Rev. Stat. § 30-3850; and

WHEREAS La Vista has commenced proceedings against the Trustees of the Hammons Revocable Trust under Neb. Rev. Stat. §30-3850 in *In the Matter of the Estate of John Q. Hammons, Deceased*, County Court of Sarpy County, Nebraska, Case No. PR 14-168, and *John P. Mullen, Special Administrator of the Estate of John Q. Hammons, Deceased v. Jacqueline A. Dowdy, and Gregory D. Groves, Trustees of the John Q. Hammons Revocable Trust Dated December 28, 1989*, District Court of Sarpy County, Nebraska, Case No. CI 14-792; and

WHEREAS, the Hammons Parties do not admit that any valid claims exist against the Estate or the Hammons Revocable Trust or that La Vista is a qualified claimant under § 461.300.

NOW, THEREFORE, and in consideration of the recitals above, the mutual agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, all parties hereto agree as follows:

1. The Hammons Parties on or before October 10, 2014, agree to enter a voluntary appearance in the *In the Matter of the Estate of John Q. Hammons, Deceased*, Sarpy County Court, Case No. PR 14-168 and *John P. Mullen v. Jacqueline A. Dowdy, et al*, Sarpy County District Court, Case No. CI 14-792. The parties agree that, by filing the voluntary appearance, the Hammons Parties will not waive any defense (including but not limited to a defense asserting a lack of personal jurisdiction over the Hammons Parties, lack of subject matter jurisdiction, or improper venue or forum) and that neither La Vista nor the Special Administrator will argue that the filing of the voluntary appearance waived, forfeited, or otherwise affected the Hammons Parties' ability to raise or assert any such defense. Furthermore, the parties agree that the voluntary appearance will contain a joint stipulation, signed by counsel for the Hammons Parties, La Vista, and the Special Administrator, that provides that the Hammons Parties have not waived any defense (including but not limited to a defense asserting a lack of personal jurisdiction over the Hammons Parties, lack of subject matter jurisdiction, or improper venue or forum) by filing the voluntary appearance and that neither La Vista nor the Special Administrator will argue that the filing of the voluntary appearance waived, forfeited, or otherwise affected the Hammons Parties' ability to raise or assert any such defense.
2. La Vista and the Special Administrator agree the Hammons Parties need not file responsive pleadings in *In the Matter of the Estate of John Q. Hammons, Deceased*, Sarpy County Court, Case No. PR 14-168 and *John P. Mullen v. Jacqueline A. Dowdy, et al*, Sarpy County District Court, Case No. CI 14-792 until December 1, 2014. The deadline to file a responsive pleading may be extended by written agreement of the parties.
3. The Hammons Parties each agree that the statutes of limitations, statutes of repose, laches periods, and all other periods or time limitations related to La Vista or the Special Administrator bringing any action in a Nebraska court or other court pursuant to Neb. Rev. Stat. § 30-3850 shall be tolled and suspended so that they expire on January 15, 2015. The term may be extended by written agreement of the parties.
4. The Hammons Parties each agree that the statutes of limitations, statutes of repose, laches periods, and all other periods or time limitations related to La Vista commencing an action under Mo. Rev. Stat § 461.300 shall be tolled and suspended so that they expire on January 15, 2015. The term may be extended by written agreement of the parties.
5. La Vista and the Special Administrator agree the time period in Mo. Rev. Stat § 461.300, under Nebraska law or elsewhere for the Hammons Parties to act in response to La Vista's May 23, 2014, demand shall be tolled and suspended so that it expires on December 1, 2014, unless another creditor of the Estate files an action prior to December 1, 2014, for an accounting. In that event, La Vista may commence an action under Mo. Rev. Stat. §461.300, Nebraska law or elsewhere at any time prior to December 1, 2014.

The term may be extended by written agreement of the parties.

6. La Vista and the Special Administrator agree that the time period for the Hammons Parties to answer or otherwise respond to any action initiated pursuant to Neb. Rev. Stat. § 30-3850 shall be tolled and suspended until the later of December 1, 2014, or the deadline prescribed by applicable law. The term may be extended by written agreement of the parties.
7. The Hammons Parties waive and agree not to assert the defenses of statute of limitations, statute of repose, laches, estoppel, or any other defense based on any delay of La Vista in bringing any action pursuant to Neb. Rev. Stat. § 30-3850 prior to January 15, 2015.
8. The Hammons Parties further waive and agree not to assert the defenses of statute of limitations, statute of repose, laches, estoppel, or any other defense based on any delay of La Vista in bringing any action pursuant to Mo. Rev. Stat § 461.300 prior to January 15, 2015.
9. The term of this Agreement shall be from the Effective Date, regardless of the date of execution of the last signatory to this Agreement.
10. Nothing in this Agreement shall operate to revive or extend the time for filing any claims that were already time-barred as of the Effective Date of this Agreement.
11. This Agreement does not bar or limit any defenses that may be asserted relating to La Vista's claims, except for those defenses that are specifically tolled pursuant to this Agreement.
12. This Agreement is not an admission or acknowledgement by any party that either a valid claim or defense exists. All discussions leading to the execution of this Agreement are covered by a compromise privilege that shall prevent any of the parties from offering any testimony or evidence of such discussions except solely to enforce the provisions of this Agreement.
13. All parties hereto represent and warrant that the terms, extent and duration of this Agreement are reasonable and that they will not challenge or contest the authority of the parties to agree to any of the terms set forth in this Agreement.
14. This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but also, which together shall constitute one and the same instrument. A facsimile copy or electronic copy shall also serve as an original.
16. This Agreement shall be governed by the laws of the State of Missouri.
17. The undersigned represent that they are fully authorized to enter into this Agreement and

to bind the parties they represent.

18. This Agreement may not be altered or amended except by a writing signed as this Agreement is signed by each and all of the parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the parties have executed this Tolling Agreement on or as of the date first set forth above.

Jacqueline A. Dowdy, as Personal Representative of
the Estate and as Trustee of the Hammons
Revocable Trust

Greggory D. Groves, as Trustee of the Hammons
Revocable Trust

Brenda Gunn, as City Administrator for the City of
La Vista, Nebraska

John P. Mullen, as Special Administrator for the
Estate of John Q. Hammons

ACCOUNTS PAYABLE CHECK REGISTER

A-15

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 Bank of Nebraska (600-873)									
115748	9/17/2014	372	NE LIQUOR CONTROL COMMISSION		40.00				**MANUAL**
115749	9/17/2014	451	NEBRASKA MOSQUITO/VECTOR ASSN		100.00				**MANUAL**
115750	9/17/2014	1770	RUFFNER, JAMES		74.00				**MANUAL**
115751	9/17/2014	2124	LUKASIEWICZ, BRIAN		74.00				**MANUAL**
115752	9/17/2014	143	THOMPSON DREESSEN & DORNER		4,720.60				**MANUAL**
115753	9/17/2014	4592	BERRY DUNN		17,220.00				**MANUAL**
115754	9/18/2014	196	BLACK HILLS ENERGY		42.18				**MANUAL**
115755	9/23/2014	1270	PREMIER-MIDWEST BEVERAGE CO		120.75				**MANUAL**
115756	9/23/2014	1194	QUALITY BRANDS OF OMAHA		196.75				**MANUAL**
115757	9/23/2014	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		116.00				**MANUAL**
115758	9/23/2014	4867	VAN RU CREDIT CORPORATION		31.95				**MANUAL**
115759	9/30/2014	93	20TH CENTURY LIMITED LTD		50.00				
115760	9/30/2014	3983	ABE'S PORTABLES INC		276.79				
115761	9/30/2014	4332	ACCO UNLIMITED CORP		302.40				
115762	9/30/2014	70	ACCUCUT LLC		64.00				
115763	9/30/2014	762	ACTION BATTERIES UNLTD INC		477.34				
115764	9/30/2014	4061	AED ZONE		10.00				
115765	9/30/2014	435	AFL, LLC		69,481.83				
115766	9/30/2014	571	ALAMAR UNIFORMS		.00	**CLEARED**	**VOIDED**		
115767	9/30/2014	571	ALAMAR UNIFORMS		.00	**CLEARED**	**VOIDED**		
115768	9/30/2014	571	ALAMAR UNIFORMS		1,108.71				
115769	9/30/2014	11	ALL FLAGS ETC		589.20				
115770	9/30/2014	1678	ASPEN EQUIPMENT COMPANY		13,465.00				
115771	9/30/2014	188	ASPHALT & CONCRETE MATERIALS		2,576.55				
115772	9/30/2014	5014	ASSET INSIGHT TECHNOLOGIES INC		2,595.00				
115773	9/30/2014	108	CYNTHIA AUGUSTUS		105.93				
115774	9/30/2014	4649	AWARDS UNLIMITED		9.80				
115775	9/30/2014	201	BAKER & TAYLOR BOOKS		4,284.64				
115776	9/30/2014	4241	BANKERS TRUST		500.00				
115777	9/30/2014	849	BARONE SECURITY SYSTEMS		150.00				
115778	9/30/2014	1839	BCDM-BERINGER CIACCIO DENNELL		705.00				
115779	9/30/2014	929	BEACON BUILDING SERVICES		5,812.00				
115780	9/30/2014	3965	BEAUMONT, MITCH		430.08				
115781	9/30/2014	4781	BISHOP BUSINESS EQUIPMENT		1,083.90				
115782	9/30/2014	249	BKD LLP		1,475.00				
115783	9/30/2014	196	BLACK HILLS ENERGY		1,569.98				
115784	9/30/2014	56	BOB'S RADIATOR REPAIR CO INC		324.00				
115785	9/30/2014	830	BROWN TRAFFIC PRODUCTS INC		6,195.00				
115786	9/30/2014	105	BSN SPORTS INC		6,342.12				
115787	9/30/2014	3760	BUETHE, PAM		388.08				
115788	9/30/2014	76	BUILDERS SUPPLY CO INC		221.57				
115789	9/30/2014	4058	CALENTINE, JEFFREY		996.25				
115790	9/30/2014	1753	CED - MISSION		14.13				
115791	9/30/2014	2285	CENTER POINT PUBLISHING		297.78				
115792	9/30/2014	89	CENTURION TECHNOLOGIES		624.00				
115793	9/30/2014	219	CENTURY LINK		.00	**CLEARED**	**VOIDED**		
115794	9/30/2014	219	CENTURY LINK		1,174.32				
115795	9/30/2014	2540	CENTURY LINK BUSN SVCS		105.71				
115796	9/30/2014	2540	CENTURY LINK BUSN SVCS		1.35				
115797	9/30/2014	4847	CHARLESWORTH & ASSOCS LLC		5,250.00				
115798	9/30/2014	152	CITY OF OMAHA		142,792.31				

ACCOUNTS PAYABLE CHECK REGISTER

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115801	9/30/2014	468	CONTROL MASTERS INCORPORATED	1,357.60			
115802	9/30/2014	836	CORNHUSKER INTL TRUCKS INC	243.26			
115803	9/30/2014	2158	COX COMMUNICATIONS	.00	**CLEARED**	**VOIDED**	
115804	9/30/2014	2158	COX COMMUNICATIONS	160.01			
115805	9/30/2014	4863	D & K PRODUCTS	814.97			
115806	9/30/2014	619	DELL MARKETING L.P.	.00	**CLEARED**	**VOIDED**	
115807	9/30/2014	619	DELL MARKETING L.P.	549.10			
115808	9/30/2014	111	DEMCO INCORPORATED	380.09			
115809	9/30/2014	77	DIAMOND VOGEL PAINTS	344.20			
115810	9/30/2014	2149	DOUGLAS COUNTY SHERIFF'S OFC	187.50			
115811	9/30/2014	364	DULTMEIER SALES & SERVICE	49.50			
115812	9/30/2014	3334	EDGEWEAR SCREEN PRINTING	181.50			
115813	9/30/2014	2566	ELECTRONIC ENGINEERING	310.15			
115814	9/30/2014	575	ELKHORN FENCE LLC	5,584.00			
115815	9/30/2014	4663	EN POINTE TECHNOLOGIES SALES	570.00			
115816	9/30/2014	3460	FEDEX	38.44			
115817	9/30/2014	3739	FELSBURG HOLT & ULLEVIG	593.75			
115818	9/30/2014	1245	FILTER CARE	54.05			
115819	9/30/2014	142	FITZGERALD SCHORR BARMETTLER	.00	**CLEARED**	**VOIDED**	
115820	9/30/2014	142	FITZGERALD SCHORR BARMETTLER	.00	**CLEARED**	**VOIDED**	
115821	9/30/2014	142	FITZGERALD SCHORR BARMETTLER	53,735.05			
115822	9/30/2014	3415	FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
115823	9/30/2014	3415	FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
115824	9/30/2014	3415	FOCUS PRINTING	1,875.00			
115825	9/30/2014	3984	G I CLEANER & TAILORS	434.75			
115826	9/30/2014	1344	GALE	146.94			
115827	9/30/2014	1248	GASSERT, MIKE	548.00			
115828	9/30/2014	53	GCR TIRES & SERVICE	628.16			
115829	9/30/2014	164	GRAINGER	25.95			
115830	9/30/2014	285	GRAYBAR ELECTRIC COMPANY INC	402.60			
115831	9/30/2014	71	GREENKEEPER COMPANY INC	1,271.75			
115832	9/30/2014	5015	GREGORY A PETERSON CONSULTING	330.00			
115833	9/30/2014	1624	GUNN, BRENDA	56.00			
115834	9/30/2014	1044	H & H CHEVROLET LLC	538.84			
115835	9/30/2014	426	HANEY SHOE STORE	596.95			
115836	9/30/2014	101	HANSEN'S TRUCK SALVAGE INC	700.00			
115837	9/30/2014	3775	HARTS AUTO SUPPLY	294.00			
115838	9/30/2014	2407	HEIMES CORPORATION	68.71			
115839	9/30/2014	797	HOBBY LOBBY STORES INC	210.56			
115840	9/30/2014	3549	HOLSTEIN'S HARLEY DAVIDSON	6,068.74			
115841	9/30/2014	2888	HOME DEPOT CREDIT SERVICES	152.95			
115842	9/30/2014	526	HOT COFFEE SERVICE INC	23.90			
115843	9/30/2014	218	HOTSY EQUIPMENT COMPANY	8.04			
115844	9/30/2014	136	HUNTEL COMMUNICATIONS, INC	13,094.52			
115845	9/30/2014	1612	HY-VEE INC	231.00			
115846	9/30/2014	2323	INGRAM LIBRARY SERVICES	3,324.28			
115847	9/30/2014	4851	J & J SMALL ENGINE SERVICE	7,303.59			
115848	9/30/2014	1896	J Q OFFICE EQUIPMENT INC	45.80			
115849	9/30/2014	2653	JONES AUTOMOTIVE INC	222.92			
115850	9/30/2014	3687	KIMBALL MIDWEST	.00	**CLEARED**	**VOIDED**	
115851	9/30/2014	3687	KIMBALL MIDWEST	162.06			

ACCOUNTS PAYABLE CHECK REGISTER

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115852	9/30/2014	88	BRIAN KINDLEY		20.00				
115853	9/30/2014	107	KONA-ICE OF WEST OMAHA		400.00				
115854	9/30/2014	2394	KRIHA FLUID POWER CO INC		506.97				
115855	9/30/2014	2057	LA VISTA COMMUNITY FOUNDATION		50.00				
115856	9/30/2014	381	LANDS' END BUSINESS OUTFITTERS		453.85				
115857	9/30/2014	4330	LARSEN SUPPLY COMPANY		74.50				
115858	9/30/2014	3931	LIBRARY ADVANTAGE		240.00				
115859	9/30/2014	4784	LIBRARY IDEAS LLC		20.00				
115860	9/30/2014	3297	LINE-X		150.00				
115861	9/30/2014	1573	LOGAN CONTRACTORS SUPPLY		1,797.11				
115862	9/30/2014	2664	LOU'S SPORTING GOODS		400.00				
115863	9/30/2014	263	LOVELAND GRASS PAD		693.09				
115864	9/30/2014	838	LYMAN-RICHEY SAND & GRAVEL CO		236.42				
115865	9/30/2014	919	MARTIN MARIETTA AGGREGATES		55.92				
115866	9/30/2014	4361	MASTER MECHANICAL SERVICE INC		612.00				
115867	9/30/2014	877	MATHESON TRI-GAS INC		1,691.07				
115868	9/30/2014	4943	MENARDS-RALSTON		41.08				
115869	9/30/2014	153	METRO AREA TRANSIT		1,407.00				
115870	9/30/2014	3884	METRO LANDSCAPE MATERIALS &		42.00				
115871	9/30/2014	872	METROPOLITAN COMMUNITY COLLEGE		15,790.85				
115872	9/30/2014	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		
115873	9/30/2014	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		
115874	9/30/2014	553	METROPOLITAN UTILITIES DIST.		4,107.26				
115875	9/30/2014	98	MICHAEL TODD AND COMPANY INC		618.00				
115876	9/30/2014	2497	MID AMERICA PAY PHONES		100.00				
115877	9/30/2014	184	MID CON SYSTEMS INCORPORATED		961.80				
115878	9/30/2014	1526	MIDLANDS LIGHTING & ELECTRIC		149.47				
115879	9/30/2014	4326	MIDWEST RIGHT OF WAY SVCS INC		570.00				
115880	9/30/2014	2299	MIDWEST TAPE		129.70				
115881	9/30/2014	1046	MIDWEST TURF & IRRIGATION		539.90				
115882	9/30/2014	1050	MILLER PRESS		300.00				
115883	9/30/2014	2818	MULHALL'S		.00	**CLEARED**	**VOIDED**		
115884	9/30/2014	2818	MULHALL'S		7,071.43				
115885	9/30/2014	2818	MULHALL'S		4,966.00				
115886	9/30/2014	342	MUNICIPAL PIPE TOOL CO LLC		425.00				
115887	9/30/2014	95	NATURE'S HELPER INC		30.00				
115888	9/30/2014	4703	NEBRASKA ENVIRONMENTAL PRODS		75.98				
115889	9/30/2014	370	NEBRASKA LAW ENFORCEMENT		50.00				
115890	9/30/2014	132	NEBRASKA SALT & GRAIN COMPANY		9,900.00				
115891	9/30/2014	808	NEWMAN TRAFFIC SIGNS INC		.00	**CLEARED**	**VOIDED**		
115892	9/30/2014	808	NEWMAN TRAFFIC SIGNS INC		2,825.35				
115893	9/30/2014	179	NUTS AND BOLTS INCORPORATED		22.96				
115894	9/30/2014	1808	OCLC INC		117.99				
115895	9/30/2014	3778	ODEY'S INCORPORATED		1,248.00				
115896	9/30/2014	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
115897	9/30/2014	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
115898	9/30/2014	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
115899	9/30/2014	1014	OFFICE DEPOT INC		.00	**CLEARED**	**VOIDED**		
115900	9/30/2014	1014	OFFICE DEPOT INC		1,172.56				
115901	9/30/2014	79	OMAHA COMPOUND COMPANY		229.54				
115902	9/30/2014	195	OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**		
115903	9/30/2014	195	OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**		
115904	9/30/2014	195	OMAHA PUBLIC POWER DISTRICT		48,919.98				

ACCOUNTS PAYABLE CHECK REGISTER

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115905	9/30/2014			46	OMAHA WORLD-HERALD	546.84			
115906	9/30/2014			4815	ONE CALL CONCEPTS INC	314.80			
115907	9/30/2014			401	PAPILLION LA VISTA SCHL DISTR	9,802.50			
115908	9/30/2014			4960	PAPILLION LA VISTA	375.00			
115909	9/30/2014			2686	PARAMOUNT LINEN & UNIFORM	.00	**CLEARED**	**VOIDED**	
115910	9/30/2014			2686	PARAMOUNT LINEN & UNIFORM	467.84			
115911	9/30/2014			4654	PAYFLEX SYSTEMS USA INC	250.00			
115912	9/30/2014			1769	PAYLESS OFFICE PRODUCTS INC	194.72			
115913	9/30/2014			3058	PERFORMANCE CHRYSLER JEEP	1,732.78			
115914	9/30/2014			4037	PERFORMANCE FORD	80.12			
115915	9/30/2014			1821	PETTY CASH-PAM BUETHE	164.10			
115916	9/30/2014			74	PITNEY BOWES INC-PA	204.00			
115917	9/30/2014			1784	PLAINS EQUIPMENT GROUP	916.55			
115918	9/30/2014			3446	PRO-PAPILLION RECREATION ORG	310.00			
115919	9/30/2014			1713	QUALITY AUTO REPAIR & TOWING	150.00			
115920	9/30/2014			191	READY MIXED CONCRETE COMPANY	4,484.18			
115921	9/30/2014			3774	RETRIEVEX	157.67			
115922	9/30/2014			503	SCHOLASTIC LIBRARY PUBLISHING	443.30			
115923	9/30/2014			102	SCOTT VAN KEPPEL LLC	60.88			
115924	9/30/2014			395	SHAMROCK CONCRETE COMPANY	96.00			
115925	9/30/2014			1483	SHEPPARD'S BUSINESS INTERIORS	272.31			
115926	9/30/2014			3838	SPRINT	119.97			
115927	9/30/2014			4864	STITCHIN' AUTO UPHOLSTERY	400.00			
115928	9/30/2014			4335	STOLTENBERG NURSERIES	3,556.00			
115929	9/30/2014			807	SUPERIOR SPA & POOL	47.96			
115930	9/30/2014			4798	SYMBOL ARTS LLC	556.00			
115931	9/30/2014			264	TED'S MOWER SALES & SERVICE	3,095.73			
115932	9/30/2014			822	THERMO KING CHRISTENSEN	527.87			
115933	9/30/2014			438	THORPE'S BODY SHOP	3,135.39			
115934	9/30/2014			90	THRASHER BASEMENT SYSTEMS INC	6,750.00			
115935	9/30/2014			961	TIELKE'S SANDWICHES	16.54			
115936	9/30/2014			4775	TODD VALLEY FARMS	709.50			
115937	9/30/2014			4150	TOMSU, LINDSEY	152.57			
115938	9/30/2014			4231	TORNADO WASH LLC	370.00			
115939	9/30/2014			161	TRACTOR SUPPLY CREDIT PLAN	19.98			
115940	9/30/2014			85	TRAF-SYS INCORPORATED	1,875.00			
115941	9/30/2014			2710	ULTRAMAX	70.20			
115942	9/30/2014			2426	UNITED PARCEL SERVICE	10.42			
115943	9/30/2014			809	VERIZON WIRELESS	171.96			
115944	9/30/2014			809	VERIZON WIRELESS	91.43			
115945	9/30/2014			1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
115946	9/30/2014			1174	WAL-MART COMMUNITY BRC	1,774.19			
115947	9/30/2014			3150	WHITE CAP CONSTR SUPPLY/HDS	2,626.55			
115948	9/30/2014			968	WICK'S STERLING TRUCKS INC	667.52			
115949	9/30/2014			96	RYAN WILLMS	20.00			
115950	9/30/2014			4823	WOODHOUSE FORD-BLAIR	243.08			

1342401

Payroll Checks

Thru 1358901

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
BANK TOTAL						556,327.91			
OUTSTANDING						556,327.91			
CLEARED						.00			
VOIDED						.00			
FUND						TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND					337,879.60	337,879.60	.00	.00
02	SEWER FUND					162,111.81	162,111.81	.00	.00
04	BOND(S) DEBT SERVICE FUND					1,975.00	1,975.00	.00	.00
05	CONSTRUCTION					34,564.33	34,564.33	.00	.00
08	LOTTERY FUND					6,301.00	6,301.00	.00	.00
09	GOLF COURSE FUND					7,769.28	7,769.28	.00	.00
15	OFF-STREET PARKING					5,726.89	5,726.89	.00	.00
REPORT TOTAL						556,327.91			
OUTSTANDING						556,327.91			
CLEARED						.00			
VOIDED						.00			
+ Gross Payroll 09/26/14							255,325.96		
GRAND TOTAL							<u>\$811,653.87</u>		

APPROVED BY COUNCIL MEMBERS 10/07/14 (09/30/14)

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PUD, REPLAT & SUBDIVISION AGREEMENT LOTS 4 & 15, SOUTHPORT WEST (PROPOSED LOTS 1-5, SOUTHPORT WEST REPLAT 5) (NW OF WESTPORT PKWY.)	◆ RESOLUTION (3) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve the Final PUD Plan, Replat and Subdivision Agreement for approximately 15 acres located northwest of Westport Parkway.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve the Final PUD Plan, Replat and Subdivision Agreement application by Southport West Partners, LLC, on approximately 15 acres currently platted as Lots 4 and 15, Southport West (to be replatted as Lots 1 thru 5, Southport West Replat 5), generally located northwest of Westport Parkway.

The properties are currently zoned C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development, with the Gateway Corridor Overlay District. The applicant has requested approval of a Final PUD Plan and Replat to allow for the development of five commercial lots. On August 19, 2014, the City Council approved the Preliminary PUD Plan and Preliminary Plat which allowed the applicant to proceed with the submittal of the Final PUD Plan, Replat (proposed Lots 1 thru 5, Southport West Replat 5) and Subdivision Agreement.

A detailed staff report is attached.

The Planning Commission held a public hearing on July 17, 2014, and unanimously recommended approval of the Preliminary PUD Plan to City Council contingent on the satisfactory resolution of issues noted by staff in the review letters. The Final PUD Plan is consistent with this approval and therefore did not require further review by the Planning Commission.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOTS 1 THRU 5, SOUTHPORT WEST REPLAT 5, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lots 1 thru 5, Southport West Replat 5; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, the final planned unit development plan is consistent with the preliminary planned unit development plan approved by the City Council on August 19, 2014.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lots 1 thru 5, Southport West Replat 5, located in the SW 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located northwest of Westport Parkway be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

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, FOR APPROVAL OF THE REPLAT FOR LOTS 4 AND 15, SOUTHPORT WEST, TO BE REPLATTED AS LOTS 1 THRU 5, SOUTHPORT WEST REPLAT 5, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lots 4 and 15, Southport West, to be replatted as Lots 1 thru 5, Southport West Replat 5; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on July 17, 2014, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 4 and 15, Southport West, to be replatted as Lots 1 thru 5, Southport West Replat 5, a subdivision located in the Southwest $\frac{1}{4}$ of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of Westport Parkway, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 5, SOUTHPORT WEST REPLAT 5 SUBDIVISION.

WHEREAS, the City Council did on October 7, 2014, approve the replat for Lots 1 thru 5, Southport West Replat 5 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Southport West Partners, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the October 7, 2014, City Council meeting for the Southport West Replat 5 Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2014-PUD-04; 2014-SUB-06 FOR HEARING OF: October 7, 2014

Report Prepared on: September 29, 2014

I. GENERAL INFORMATION

A. APPLICANT:

Dean T. Hokanson
11213 Davenport Street, Suite 300
Omaha, NE 68154

B. PROPERTY OWNER:

Southport West Partners, LLC
11213 Davenport Street, Suite 300
Omaha, NE 68154

C. LOCATION: Northwest of Westport Parkway

D. LEGAL DESCRIPTION: Lots 4 and 15 Southport West

E. REQUESTED ACTION(S): Approval of Final PUD Plan, Replat and Subdivision Agreement for Lots 4 and 15 Southport West (to be replatted as Lots 1 thru 5, Southport West Replat 5).

F. EXISTING ZONING AND LAND USE: C-3 – Highway Commercial/Office Park District, PUD – Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District); Lots 4 and 15 Southport West are vacant.

G. PURPOSE OF REQUEST: To create five lots for commercial development.

H. SIZE OF SITE: 15.459 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is relatively flat with a gradual slope to the south. It is currently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Multi-Tenant Office Building (Mutual of Omaha), C-3 PUD with the Gateway Corridor District; Lot 16 Southport West
- 2. East:** Cabela's Retail Inc., C-3 PUD with the Gateway Corridor District; Lot 1 Southport West Replat One
- 3. South:** Vacant/Agricultural, C-3 PUD with the Gateway Corridor District; Lot 1 Southport West

4. **West:** Vacant/Agricultural, R-3 PUD, High Density Residential, Planned Unit Development; Lot 2 Bella La Vista

C. RELEVANT CASE HISTORY:

1. This property was platted and zoned with the development of the Southport West subdivision.

D. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial/Office Park District
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
4. Ordinance No.1013 – Standards and conditions for development under the final planned unit development plan for Southport West
5. Section 3.08 of the Subdivision Regulations – Replats

III. ANALYSIS

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

- B. OTHER PLANS:** Not applicable.

C. TRAFFIC AND ACCESS:

1. The main access points for the properties will be via common access drive connections to Westport Parkway.
2. A traffic study was provided stating that warrants would not be met as a result of this project to require a traffic signal at the intersection of Westport Parkway/126th Street and West Giles Road. The City Engineer has reviewed this study and concurs with the finding.
3. Previous traffic studies have acknowledged that continued development in the Southport West and Southport East subdivisions will result in demand for three traffic lanes eastbound and westbound on Giles Road from the BNSF railroad bridge to the I-80 ramps and that intersection improvements will also be needed in this area.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities along Westport Parkway.
2. The sanitary sewage from this development flows downstream into the city of Omaha's Stonybrook outfall

sewer. Therefore, a portion of the tract sewer connection fee that will be collected from this property at the time of building permits will have to be remitted to the City of Omaha in accordance with the WSA between La Vista and Omaha.

3. Stormwater management fees will be collected at the time of building permit and will be remitted to the Papillion Creek Watershed Partnership in accordance with the recently updated Interlocal Cooperation Agreement.

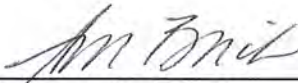
IV. REVIEW COMMENTS:

1. On August 19, 2014, the City Council approved the Preliminary PUD Plan contingent upon "future connectivity to the south provided for by a stubbed out road to within 10 feet of the southern boundary utilizing heavy pavement and a downward grade near 5% from the southern edge of the intersecting roadway". The Final PUD Plan identifies this future connection on the plan. Section 8 of the Subdivision Agreement also addresses this future connection.
2. Ordinance No. 1013 regarding standards for a planned unit development in Southport West establishes a 50-foot setback from buildings to property lines (this exceeds the standard C-3 setback requirements). This setback dimension has not been met in several locations. A note has been provided on the PUD plan for this development which states: "REQUIRED 50' BUILDING SETBACK PER EXISTING P.U.D. ORDINANCE IS MET AT FRONTAGE OF I-80 AND WESTPORT PARKWAY. INTERNAL SETBACKS WILL MEET THE UNDERLYING C-3 ZONING DISTRICT."
3. Exhibit C to Ordinance No. 1013, the Southport West Design Guidelines, requires a 10-foot wide green space along all interior property lines. This has not been provided between Lots 1 and 2 however the requirement for 25% overall green space is compliant throughout the project.
4. The proposed theater and the required parking for the theater are shown on separate lots which, according to the developer, are intended to be constructed and owned separately. The PUD plan, if approved, allows for this arrangement.
5. Staff previously requested a letter from the applicant to verify the parking requirement for the theater based on number of theater seats, square footage of restaurant/bar areas, etc. To date, this information has not been received or reviewed.
6. A "CENTER IDENTIFICATION SIGN" is shown along the westerly line of proposed Lot 3 abutting I-80. Ordinance No. 1013 provides the maximum size and height allowed for this sign. The applicant has indicated they may request a future amendment to Ordinance No. 1013 to provide for a larger sign.

7. At the time of the writing of this report, the subdivision agreement was being finalized therefore a red-line version is attached. Approval should be subject to any modifications the City Administrator determines necessary or advisable.
- V. **STAFF RECOMMENDATION - Final PUD Plan:**
Approval of the Final PUD Plan for Lots 4 and 15 Southport West, contingent on the satisfactory resolution of any issues noted in the staff report.
- VI. **STAFF RECOMMENDATION – Replat:**
Approval of Southport West Replat 5, contingent on the satisfactory completion of the subdivision agreement and all exhibits.
- VII. **ATTACHMENTS TO REPORT:**
1. Vicinity Map
 2. Final PUD Plan
 3. Final Plat
 4. Subdivision Agreement
- VII. **COPIES OF REPORT SENT TO:**
1. Jason Thiellen, E & A Consulting Group
 2. Patrick Morgan, Slaggie Architects, Inc.
 3. Dean Hokanson, Southport West Partners
 4. Public Upon Request



Prepared by:



Community Development Director

10-2-14

Date



Vicinity Map

Southport West Replat 5

7/9/2014
CAS



- [illegible]

[illegible]

OTHER DATA CALCULATIONS				
LOT NO.	LOT AREA	RESIDING OTHER	MINOR USE OTHER	APPROVAL
LOT 100	56,471	2,658	2,658	21,813 S.F.
LOT 101	56,471	2,658	2,658	21,813 S.F.
LOT 102	56,471	2,658	2,658	21,813 S.F.
LOT 103	56,471	2,658	2,658	21,813 S.F.
LOT 104	56,471	2,658	2,658	21,813 S.F.
LOT 105	56,471	2,658	2,658	21,813 S.F.
LOT 106	56,471	2,658	2,658	21,813 S.F.
LOT 107	56,471	2,658	2,658	21,813 S.F.
LOT 108	56,471	2,658	2,658	21,813 S.F.
LOT 109	56,471	2,658	2,658	21,813 S.F.
LOT 110	56,471	2,658	2,658	21,813 S.F.
LOT 111	56,471	2,658	2,658	21,813 S.F.
LOT 112	56,471	2,658	2,658	21,813 S.F.
LOT 113	56,471	2,658	2,658	21,813 S.F.
LOT 114	56,471	2,658	2,658	21,813 S.F.
LOT 115	56,471	2,658	2,658	21,813 S.F.
LOT 116	56,471	2,658	2,658	21,813 S.F.
LOT 117	56,471	2,658	2,658	21,813 S.F.
LOT 118	56,471	2,658	2,658	21,813 S.F.
LOT 119	56,471	2,658	2,658	21,813 S.F.
LOT 120	56,471	2,658	2,658	21,813 S.F.
LOT 121	56,471	2,658	2,658	21,813 S.F.
LOT 122	56,471	2,658	2,658	21,813 S.F.
LOT 123	56,471	2,658	2,658	21,813 S.F.
LOT 124	56,471	2,658	2,658	21,813 S.F.
LOT 125	56,471	2,658	2,658	21,813 S.F.
LOT 126	56,471	2,658	2,658	21,813 S.F.
LOT 127	56,471	2,658	2,658	21,813 S.F.
LOT 128	56,471	2,658	2,658	21,813 S.F.
LOT 129	56,471	2,658	2,658	21,813 S.F.
LOT 130	56,471	2,658	2,658	21,813 S.F.
LOT 131	56,471	2,658	2,658	21,813 S.F.
LOT 132	56,471	2,658	2,658	21,813 S.F.
LOT 133	56,471	2,658	2,658	21,813 S.F.
LOT 134	56,471	2,658	2,658	21,813 S.F.
LOT 135	56,471	2,658	2,658	21,813 S.F.
LOT 136	56,471	2,658	2,658	21,813 S.F.
LOT 137	56,471	2,658	2,658	21,813 S.F.
LOT 138	56,471	2,658	2,658	21,813 S.F.
LOT 139	56,471	2,658	2,658	21,813 S.F.
LOT 140	56,471	2,658	2,658	21,813 S.F.
LOT 141	56,471	2,658	2,658	21,813 S.F.
LOT 142	56,471	2,658	2,658	21,813 S.F.
LOT 143	56,471	2,658	2,658	21,813 S.F.
LOT 144	56,471	2,658	2,658	21,813 S.F.
LOT 145	56,471	2,658	2,658	21,813 S.F.
LOT 146	56,471	2,658	2,658	21,813 S.F.
LOT 147	56,471	2,658	2,658	21,813 S.F.
LOT 148	56,471	2,658	2,658	21,813 S.F.
LOT 149	56,471	2,658	2,658	21,813 S.F.
LOT 150	56,471	2,658	2,658	21,813 S.F.
LOT 151	56,471	2,658	2,658	21,813 S.F.
LOT 152	56,471	2,658	2,658	21,813 S.F.
LOT 153	56,471	2,658	2,658	21,813 S.F.
LOT 154	56,471	2,658	2,658	21,813 S.F.
LOT 155	56,471	2,658	2,658	21,813 S.F.
LOT 156	56,471	2,658	2,658	21,813 S.F.
LOT 157	56,471	2,658	2,658	21,813 S.F.
LOT 158	56,471	2,658	2,658	21,813 S.F.
LOT 159	56,471	2,658	2,658	21,813 S.F.
LOT 160	56,471	2,658	2,658	21,813 S.F.

• 25% OF CURRENT LOT SQUARE FOOTAGE

[illegible]

LEGEND

- [illegible]

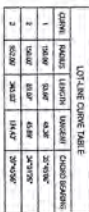


E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

210 Nord 1179 Street, Orono, ME 04468
Phone 402.885.0700 Fax 402.885.2099
www.mtsi.com

Proj No: 22005 000 014	Name	
Date: 26/12/2014	Date	Created by:
Designed By: JAT	Carried by	Revised by:
Drawn By: shahid17		
Issue: 1/1/15		
Issue: 1/1/15		

LOT 5 THRU 9 INCLUSIVE
BEING A REMAIN OF LOT 5 AND 15, SOUTHWEST 1/4, SECTION 16, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH PA. STATE ROAD, INDIANAPOLIS, INDIANA



BOUNDARY LINE
LOT LINE
EASEMENTS
UNOCCUPIED EASEMENTS
ADJACENT EASEMENTS
EXIST. PROPERTY LINE

[illegible][illegible]

DICTIONARY ENTRY OF INDENT
STATE OF MINNESOTA

ON THIS DAY OF _____ 20____, BEFORE ME, the undersigned, a Notary Public, in and for said County of _____, State of _____, Southern West Virginia, Inc., who is personally known to me, and whose name is attested to by the _____, a Notary Public in and for said County of _____, State of _____, and being all duly sworn, they have acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

NOTARY PUBLIC _____

STATE OF MISSISSIPPI
COUNTY OF STAFFORD

ON this _____ DAY OF _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY appeared EDWINA JOSEPH, DAVID RICHARD, PRESIDENT, LUCIAN BROWN, and SAUL COOPER, WHO IS SPECIFICALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE APPLICATION ON THIS DATE AND KNOWLEDGED THE SAME TO BE THE VOLUNTARY ACT AND DEED OF SAID OFFICERS OF SAID CORPORATION.

WIKI: LITTING AND HOLDING LEGS, THE DAY AND YEAR LAST ABOVE WRITTEN

MODERN PUBLIC

PROVINCE OF SHERIFF COUNTY PUBLIC WORKS
THIS PLAN OF SOUTHWEST WISSETT RAIL AT THE WAS REVIEWED BY THE SHERIFF
COUNTY SHERIFFS OFFICE AND _____ DAY OF _____ 20____

COUNTY QUARTERLY ENGINE

RECEIVED
DEC 1 2014

SAND TRACT OF LAND CONTAINS APPROX. 60 AC. F.R. ON E. 69 ACRES MORE OR LESS.

COUNTY RECORDERS CERTIFICATE
THIS IS TO CERTIFY THAT I HAVE REVIEWED ALL RECORDS AGAINST THE PROPERTY DESCRIBED IN THE SUBJECTIVE CERTIFICATE AND UNLESS SO SHOWN BY THE RECORDS OF THIS OFFICE.

THIS IS A PUBLIC RECORD ACT REQUEST. I AM REQUESTING NO FEE BE CHARGED FOR THE INFORMATION REQUESTED. I AM REQUESTING THAT THE INFORMATION BE RELEASED TO ME IN THE FOLLOWING FORMAT: _____ DATE OF _____

CHANDLER CITY PLANNING COMMISSION

ATTN: _____
CITY CLERK _____ MAYOR _____

4. DIRECT VENDOR ACCESS WILL NOT BE ALLOWED TO ANYONE OTHER THAN LOTS 1-4.
5. 20 CARS ELIGIBLE FOR DONATION, DESIGNATED TO BE OWNED BY LOTS 1-4 AND THE CITY LAUREL AND WILL BE RECEIVED BY A SEPARATE DOCUMENT.
6. PLAT DEDICATION SUBMITTAL ALONG COMMON LANE BETWEEN LOTS 4 AND 5, 300 POUND WEIGHT AND BE RELEASED BY A SEPARATE DOCUMENT.
7. VENDOR MUST REQUEST EXEMPTION FOR ACCESS TO THE BORN, NOT BE GRANTED WILL BE.

ProjNo: P000503104	Revisions		 E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street, Omaha, NE 68104 Phone 402.895.4700 Fax 402.895.5099 www.eaeg.com
Date: 05-18-2004	05-15-04	RESUBMITAL	
Designed By: WAT			
Drawn By: TSE			
Scale: 1"=100'			
Sheet: 1 of 1			

SUBDIVISION AGREEMENT

(Southport West Replat 5)

**(Replat of Lots 4 and 15, Southport West, which shall henceforth be replatted as
Lots 1-5, Southport West Replat 5)**

THIS AGREEMENT, made this _____ day of _____, 2014, among Southport West Partners, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider" and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat or the Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, Subdivider will develop and construct buildings and other private improvements on the property in the Replatted Area in accordance with the Southport West Replat 5 PUD Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, Subdivider at its cost proposes to construct certain improvements within or abutting the Property and/or connect the system of sanitary sewers to be constructed within the Replatted Area to the sewer system of the City; ~~and,~~

~~WHEREAS, the Subdivider will create the Southport West Replat 5 Owners Association, Inc. ("Association"), the members of which will be comprised of the Subdivider and Subdivider's successors and assigns to ownership of any of Lots 1-5, Southport West Replat 5, being a replat of Lots 4 and 15 of Southport West, City of La Vista.~~

Formatted: Justified

NOW, THEREFORE, IT IS AGREED by Subdivider and City as follows:

1. Replattings. Subject to the terms of this Agreement, Lots 4 and 15 of Southport West shall be replatted as Lots 1 – 5, Southport West Replat 5, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat to the Subdivider demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in Covenants described in Section 16 below or other documents or instruments in form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing

and delivering required easements in form and content reasonably satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Perimeter Sidewalks. Subdivider, no later than two (2) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks in accordance with City sidewalk policies as they may from time to time exist, at the Subdivider's sole cost.
4. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of such improvements described in Section 4, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
 - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the Replatted Area or any part thereof.

Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit A" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, and PUD plan (Exhibit "C"), as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
8. Connectivity. If and when the contiguous property to the south of the Replatted Area will be developed in a manner that warrants reciprocal access between the Replatted Area and the contiguous property to the south, as reasonably determined by the City Engineer, the Subdivider will provide access generally as illustrated on Exhibit [redacted] at Subdivider's expense. This obligation is conditioned on Subdivider obtaining reciprocal ingress/egress over the Replatted Area and property to the south of the Replatted Area, upon terms and conditions reasonably acceptable to Subdivider and City Engineer ("Access Agreement"). Subdivider, when required by the City Engineer pursuant to this Section 8, will make diligent efforts to obtain said Access Agreement.
9. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
10. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement between the City, Southport West Partners, LLC, and Sanitary and Improvement District No. 253 of Sarpy County, Nebraska, dated June 30, 2005, ("Original Subdivision Agreement") shall be incorporated into this Agreement to the same extent as if fully set forth herein and enforceable by the City, subject to modifications made by this

Agreement. Not in limitation of the foregoing sentence, the separate Sewer Connection Agreement referred to within Exhibit "K" of the Original Subdivision Agreement as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said Sewer Connection Agreement, Exhibit K and Original Subdivision Agreement. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Commercial	3.398 ± AC @ \$5,973/AC	\$20,296.25
Lot 2, Commercial	1.169 ± AC @ \$5,973/AC	\$6,982.43
Lot 3, Commercial	7.825 ± AC @ \$5,973/AC	\$46,738.72
Lot 4, Commercial	2.078 ± AC @ \$5,973/AC	\$12,411.89
Lot 5, Commercial	0.989 ± AC @ \$5,973/AC	\$5,907.29

Total \$92,336.58

The aforesaid fee of \$5,973 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

11. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
12. Easements. All proposed easements by the Subdivider, and easements required by the City, for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by the final plat or in Covenants described in Section 16 below, or by instruments separate from the final plat and Covenants, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.
13. Common Area Improvements/Maintenance. Subdivider, and all successors and assigns of Subdivider to any lots within the Replatted Area, at its sole cost and expense, shall own, design, construct, operate, repair, replace and maintain all Common Areas and Improvements thereon or therein in accordance with the Covenants described in Section 16 below. For purposes of this Section 13,

"Common Areas" and "Improvements" shall have the meanings as defined or otherwise provided in the Covenants. Responsibility for Common Areas, Improvements and related costs and expenses shall be as set forth in said Covenants. Any modification of said responsibilities or the Covenants shall require the prior written approval of the City Administrator in consultation with the City Engineer, which shall not be unreasonably withheld. Not in limitation of the foregoing, Subdivider, before the final plat is released for recording, shall provide the City, and thereafter shall maintain in effect, a surety bond for the timely installation and maintenance of Common Areas and Improvements within Common Areas, which bond shall be in form and content satisfactory to the City Engineer and by its terms shall be enforceable by the City. Notwithstanding anything in this Agreement or the Covenants to the contrary, Subdivider and any successors or assigns of Subdivider to ownership of any lot within the Replatted Area hereby guaranty and shall be jointly and severally liable for the performance of all applicable requirements with respect to Common Areas and Improvements, the Post Construction Storm Water Management Plan, Common Area Expenses and other related costs and expenses, including without limitation, with respect to any lot in the Replatted Area for which a Share or other required performance is not paid or provided ("Nonperforming Lot"). Provided, however, any payment or performance of Subdivider or any other owner with respect to a Nonperforming Lot will not constitute a waiver of any right or remedy with respect to payment from the owner of the Nonperforming Lot for reimbursement, contribution or otherwise.

- a. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator. Any modification to this Agreement shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.
- b. City Engineer to be Determiner. The City Engineer shall be the determiner of which Improvements are required and which are subject to allocation under the Covenants, and shall have the right, but not any obligation, to inspect any work on or relating to the Common Areas or Improvements, and to require modification, replacement, maintenance or repair of any work or Improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the Common Areas or Improvements shall be subject to prior review and approval of the City Engineer.
- c. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all Common Areas and Improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance

of any such Common Areas or Improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.

- d. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

- 14. Special Assessments. If lots within the Replatted Area are subject to special assessments that have been levied, Subdivider, prior to City delivery of the plat to Subdivider, shall either (1) pay all installments and accrued interest on such special assessments in full, or (2) pay the principal and all accrued interest to date on delinquent installments and have reapportioned the remaining principal and interest thereon to the lots as configured by the final plat. Such reapportionment shall be computed in a manner acceptable to the City Engineer. Such written reapportionment agreement and recording thereof with the County Treasurer's written acceptance thereof shall be provided to City by Subdivider at Subdivider's expense.
- 15. Ownership Representation. Southport West Partners, LLC, by signing below and the Final Plat of Southport West Replat 5, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat.
- 16. Restrictive Covenants. Subdivider submitted proposed Declaration of Covenants, Conditions and Restrictions for Southport West Replat 5, which are attached as Exhibit "I" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants, with such modifications as the City Engineer determines necessary or advisable, shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all federal, state, county and city ordinances and regulations applicable to the property within the Replatted Area, this Agreement and other applicable requirements ensuring maintenance of infrastructure improvements. If Subdivider fails to timely and fully perform any of the Covenants regarding maintenance of the Replatted Area, the City, at its option but without any duty, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider and applicable property.

17. Covenants Running With the Land. The final plat, Southport West Replat 5 Planned Unit Development, this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider ~~and Association~~, and all of ~~their respective Subdivider's~~ successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider ~~or Association~~. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat, Southport West Replat 5 Planned Unit Development and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. ~~It is expressly agreed, however, that City shall not release the final plat, Southport West Replat 5 Planned Unit Development or this Agreement for recording until City is satisfied that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of Private Improvements within the Replatted Area; specifically that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of the building and other improvements on Lot 4 and parking improvements on Lot 3. It is further expressly agreed that, if within the twelve (12) months after the date of this Subdivision Agreement construction of the building on Lot 4 and parking on Lot 3 is not commenced and proceeding to completion the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement,~~ Subdivider shall not be entitled, without the written consent of the City and any amendments of this Agreement, the Replat or Southport West Replat 5 Planned Unit Development as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 17.
18. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1-5 of the Replat. Subdivider specifically has requested Planned Unit Development zoning for the Replatted Area under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Southport West Replat 5 Planned Unit Development, except as shall be amended by the City Council in the required manner. The application for the Planned Unit Development, ("Application") as on file with the City Clerk is incorporated herein by this reference, and said Application, as well as the underlying C-3 zoning district regulations, shall continue to be applicable and govern within the Replatted Area, except as provided for in the approved Southport West Replat 5 Planned Unit Development, this Agreement

or conditions of Planning Commission or City Council approval. Subject to applicable requirements of City ordinance, rules and regulations:

- a. A construction schedule is set forth in Exhibit "I". Construction of buildings, structures and other improvements of Phase One of the Replatted Area will commence within 12 months after the date of City Council approval of the Southport West Replat 5 Planned Unit Development and will be completed within 24 months thereafter; and
- b. Construction of subsequent phases will begin as described in the Application or as economics and demand otherwise warrant, and be constructed in accordance with a schedule approved by the City and timeframe provided in Section 5.15.04.01 of the La Vista Zoning Ordinance. Construction of any subsequent phase will be completed within 24 months after construction of the phase commences.

19. Building Design. Development within the Replatted Area shall be subject to and comply with Southport West Design Guidelines, as adopted or amended from time to time.
20. Exhibit Summary. The Exhibits proposed by E & A Consulting Group, Inc., engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Planned Unit Development (PUD)
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F"	Publicly Used Roads and Driveways
Exhibit "G"	~~Sewer Connection Agreement dated _____ Left~~
	<u>Intentionally Blank</u>
Exhibit "H"	Declaration of Covenants, Conditions and Restrictions for Southport West Replat 5
Exhibit "I"	Construction Schedule

21. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
22. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.

23. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
24. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
25. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
26. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

SOUTHPORT WEST PARTNERS, LLC

By: _____
Dean Hokanson, Managing Member
Southport West Partners, LLC

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Dean Hokanson, Manager of Southport West Partners, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

"EXHIBIT A"

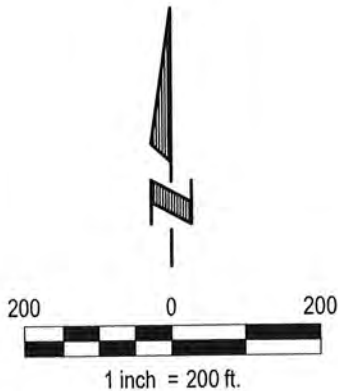
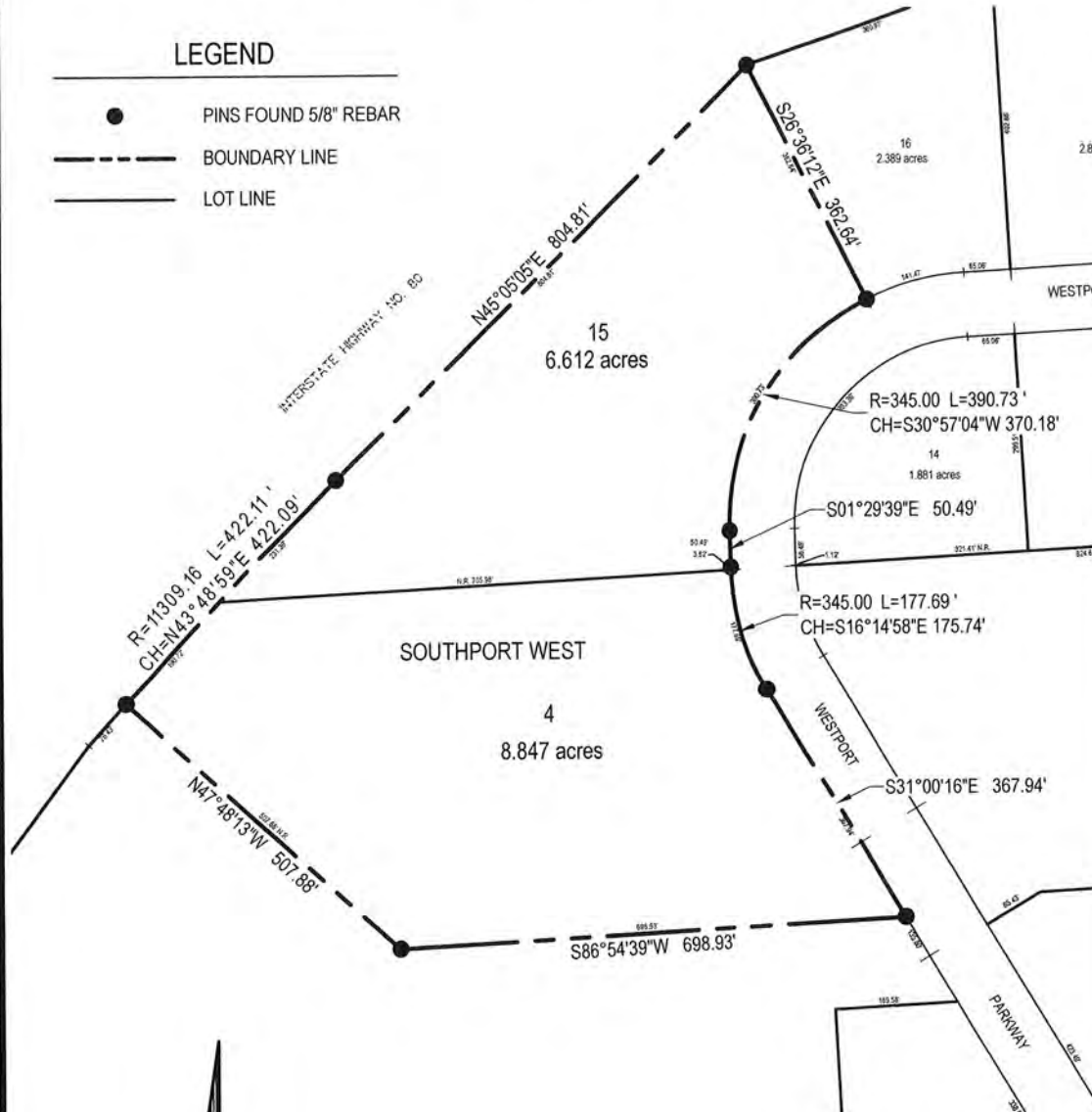
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA

LEGAL DESCRIPTION: LOTS 4 AND 15, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

LEGEND

- PINS FOUND 5/8" REBAR
- BOUNDARY LINE
- LOT LINE



JOHN W. VON DOLLEN

L.S. 579

OCTOBER 1, 2014

DATE



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE Chkd by:

Date: 10/01/2014

Job No.: P2000.030.019

BOUNDARY SURVEY

LOT 4 AND 15
SOUTHPORT WEST

SARPY COUNTY, NEBRASKA

LOTS 1 THRU 5 INCLUSIVE
BEING A REPART OF LOTS 4 AND 10, SQUAHEROFT WEST, A SUBDIVISION LOCATED IN THE SW/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH P.M. SANGRE COUNTY, NEBRASKA



SCHOOL LOCATION **STATE OF ALABAMA**
COUNTY OF **Shelby**
CITY OF **Montgomery**
SCHOOL DISTRICT **Montgomery City School District**
SCHOOL NAME **Montgomery City School District**
SCHOOL TYPE **Elementary**
SCHOOL GRADE **1-5**
SCHOOL ADDRESS **1000 1st St N**
SCHOOL CITY **Montgomery**
SCHOOL STATE **AL**
SCHOOL ZIP **36102**
SCHOOL PHONE **(205) 263-1234**
SCHOOL FAX **(205) 263-1234**
SCHOOL EMAIL **montgomerycityschools@montgomeryschools.org**
SCHOOL WEBSITE **montgomerycityschools.org**
SCHOOL DESCRIPTION **Montgomery City School District is a public school district located in Montgomery, Alabama. The district serves approximately 10,000 students in grades K-12. The district is known for its commitment to academic excellence and its diverse student body.**

REVIEW BY ADJUTANT COUNTY CLERK: MONROE
THIS PAGE OF SUBPOENA WAS RETURNED TO THE CLERK
COUNTY SHARON'S OFFICE THE _____ DAY OF _____ IN _____

[illegible]

ACCEPTANCE BY LA VITA CITY GOVERNMENT

THE PLANS OF SUBDIVISION HAVE BEEN REVIEWED BY THE CITY ENGINEER AND APPROVED BY THE CITY COMMISSIONERS AND CITY COUNCIL ON THIS _____ DAY OF _____, 20____.

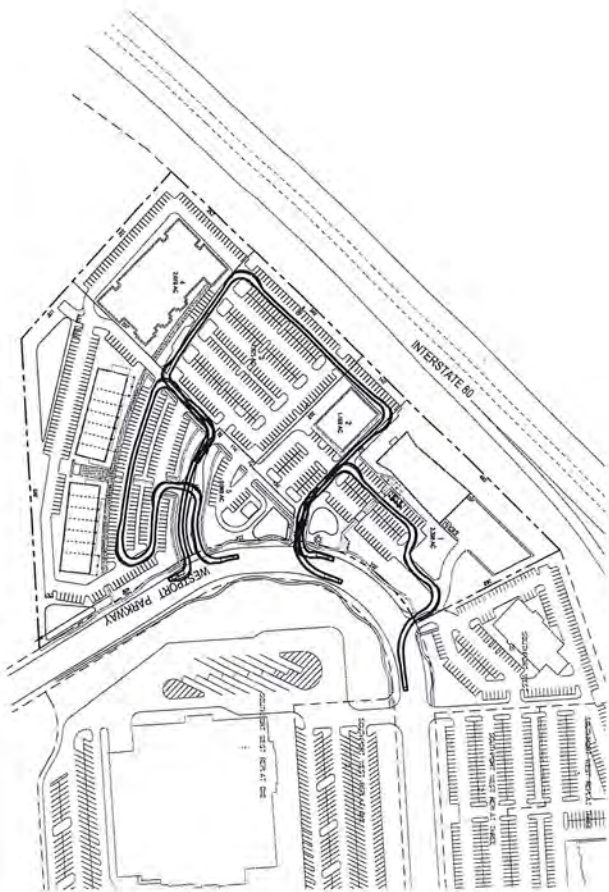
IN WITNESS WHEREOF, THE CITY ENGINEER HAS HEREIN SET HIS HAND AND SEAL OF OFFICE.

CITY ENGINEER

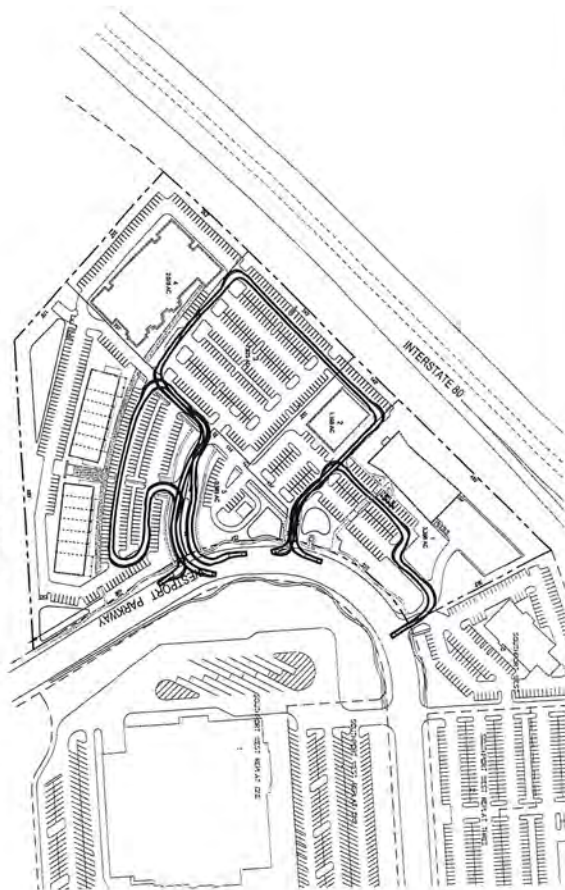
CITY CLERK

WITNESSES

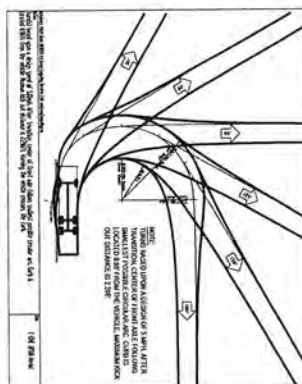
FIRETRUCK ROUTE 2



FIRETRUCK ROUTE 1



AUTOTRACK DETAIL
NOT TO SCALE



Project		Revision
Proj No.	1000000000	
Date	06/01/00	
Drawn by	JAC	
Check by	MMH/AC	
Scale	1"=50'	
Sheet	2 of 2	

EXHIBIT "C"
PLANNED UNIT DEVELOPMENT
EMERGENCY VEHICLE EXHIBIT

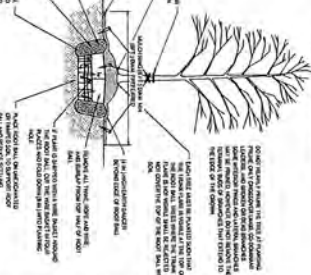
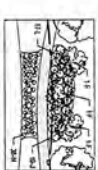
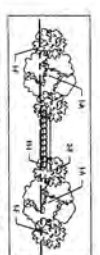
SHOPS AT SOUTHPORT WEST

LEWIS, KERNER



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
300 West 11th Street, Omaha, NE 68104
Phone 402.85.4700 Fax 402.85.1380
www.eagroup.com

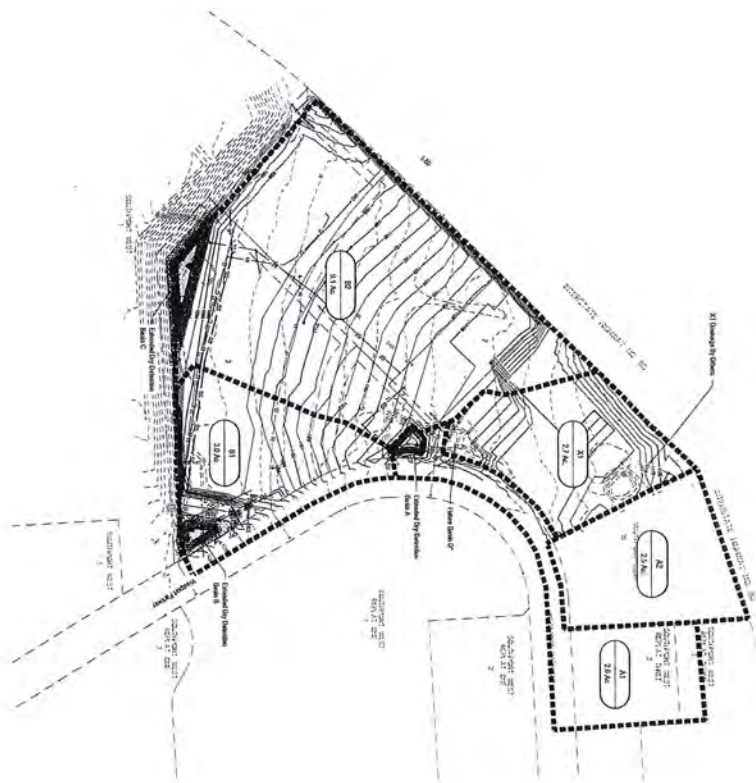
- [illegible]

[illegible]

SHOPPES AT SOUTHPORT WEST

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

LOTS 1 THRU 5 INCLUSIVE
Located in the SW1/4 of Section 18, Township 14N, Range 12, of the 6th P.M.,
LA VISTA COUNTY, NEBRASKA



PROJECT INFORMATION PROJECT NO. 27500-001-00 PROJECT NAME: SHOPPES AT SOUTHPORT WEST PROJECT LOCATION: LA VISTA COUNTY, NEBRASKA PROJECT OWNER: E & A CONSULTING GROUP, INC. PROJECT ENGINEER: E & A CONSULTING GROUP, INC. PROJECT DATE: 05/05/2014	
DESIGNER E & A CONSULTING GROUP, INC. 1000 S. 10TH STREET SUITE 100 LINCOLN, NE 68502 PHONE: 402.885.4700 FAX: 402.885.4701 WWW.EAGC.COM	CLIENT E & A CONSULTING GROUP, INC. 1000 S. 10TH STREET SUITE 100 LINCOLN, NE 68502 PHONE: 402.885.4700 FAX: 402.885.4701 WWW.EAGC.COM

EXHIBIT D

Grading Permit No. LAV-20140729-02662-GP1
PCSMP Permit No. xxxxxx

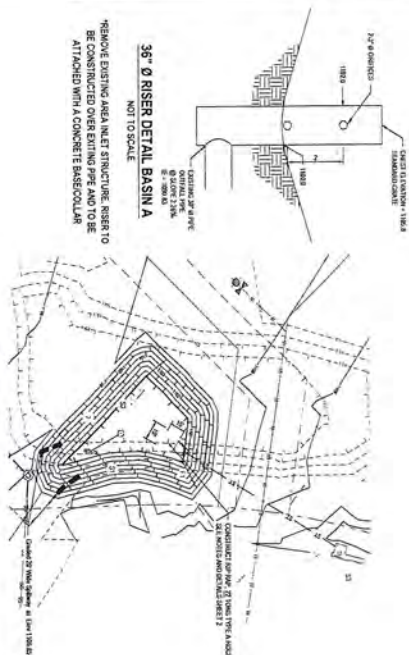
Rev	Description	Date
1	Original	05/05/2014
2	Revised	05/05/2014
3	Revised	05/05/2014
4	Revised	05/05/2014
5	Revised	05/05/2014

COVER

SHOPPES AT SOUTHPORT WEST
POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
LA VISTA COUNTY, NEBRASKA

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

2000 S. 10TH STREET, SUITE 100, LINCOLN, NE 68502
PHONE: 402.885.4700 FAX: 402.885.4701
WWW.EAGC.COM



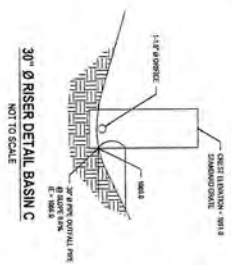
EXTENDED DRY DETENTION BASIN A
• RISES TO BE CONSTRUCTED PRIOR TO ENTRANCE CONSTRUCTION



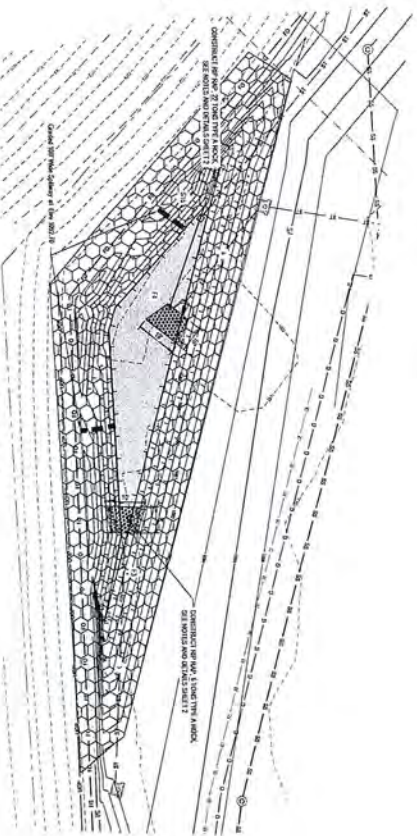
EXTENDED DRY DETENTION BASIN B



GENERAL BASIN CROSS SECTION
NOT TO SCALE



30" RISER DETAIL BASIN C
NOT TO SCALE



EXTENDED DRY DETENTION BASIN C

TASK	SCHEDULE
CONSTRUCT DETENTION BASIN	MONTH 1
CONSTRUCT DETENTION BASIN	MONTH 2
CONSTRUCT DETENTION BASIN	MONTH 3
CONSTRUCT DETENTION BASIN	MONTH 4
CONSTRUCT DETENTION BASIN	MONTH 5
CONSTRUCT DETENTION BASIN	MONTH 6
CONSTRUCT DETENTION BASIN	MONTH 7
CONSTRUCT DETENTION BASIN	MONTH 8
CONSTRUCT DETENTION BASIN	MONTH 9
CONSTRUCT DETENTION BASIN	MONTH 10
CONSTRUCT DETENTION BASIN	MONTH 11
CONSTRUCT DETENTION BASIN	MONTH 12
CONSTRUCT DETENTION BASIN	MONTH 13
CONSTRUCT DETENTION BASIN	MONTH 14
CONSTRUCT DETENTION BASIN	MONTH 15
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CONSTRUCT DETENTION BASIN	MONTH 100

WATER	IN	OUT	DESCRIPTION	LOCATION
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Notes:
1. The design of the detention basin is based on the assumption that the detention basin will be constructed in accordance with the design criteria specified in the project manual.
2. The design of the detention basin is based on the assumption that the detention basin will be constructed in accordance with the design criteria specified in the project manual.
3. The design of the detention basin is based on the assumption that the detention basin will be constructed in accordance with the design criteria specified in the project manual.

EXHIBIT D

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

NOTE: THIS IS A DRAFT FORM OF AGREEMENT FOR USE IN THE CITY OF LA VISTA JURISDICTION UNTIL SUCH TIME AS THE PCWP ADOPTS A STANDARD DOCUMENT. THIS DRAFT PREPARED MARCH 2009..

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called (Southport West Replat Five located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and,

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

WHEREAS, a Post Construction Stormwater Management Plan is required by Chapter 154 of the Municipal Code of the City of La Vista, and,

WHEREAS, the Post Construction Stormwater Management Plan for 18648 S 117th St. La Vista, NE 68128 (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The facility or facilities shall be inspected by a qualified professional at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained for a 3-year period and shall be available for review by the City.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the

facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City or its designee.

4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.
5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within time frame allowed in Section 154.21 of the Municipal Code of the City of La Vista, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. The City or its designee shall then recover from the Property Owner any and all costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies. Failure to pay the City or its designee all of its expended costs, after sixty (60) days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, administrative costs, and attorney fees shall be added to the recovery.
6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement
this day of _____, 20_____.

INDIVIDUAL and/or PARTNERSHIP

Signature
Dean Hokanson
Printed Name & Title
Southport West Partners, LLC
Company
Phone No. / Fax No.
11213 Davenport Street, Suite 300
Address
Omaha/NE/68154
Town / State / Zip
Email Address

Signature
Printed Name & Title
Company
Phone No. / Fax No.
Address
Town / State / Zip
Email Address

Signature
Printed Name & Title
Company
Phone No. / Fax No.
Address
Town / State / Zip
Email Address

Signature
Printed Name & Title
Company
Phone No. / Fax No.
Address
Town / State / Zip
Email Address

ACKNOWLEDGMENT

Nebraska _____)
State

Sarpy _____)
County

On this _____ day of _____, 20____ before me, a Notary Public, in and for said County, personally came the above named: _____ who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

Notary Seal

Exhibit "A"

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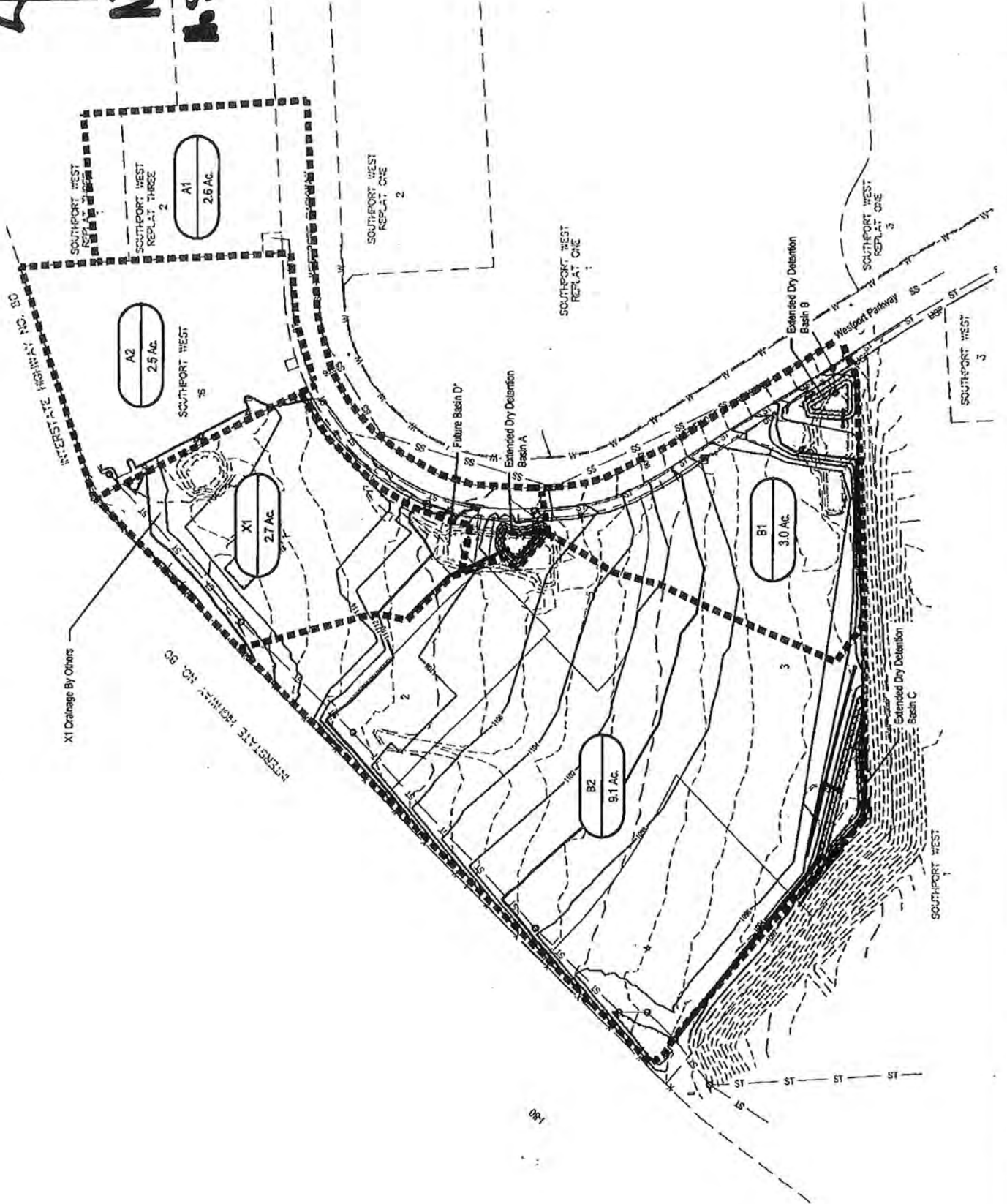


Exhibit "A"

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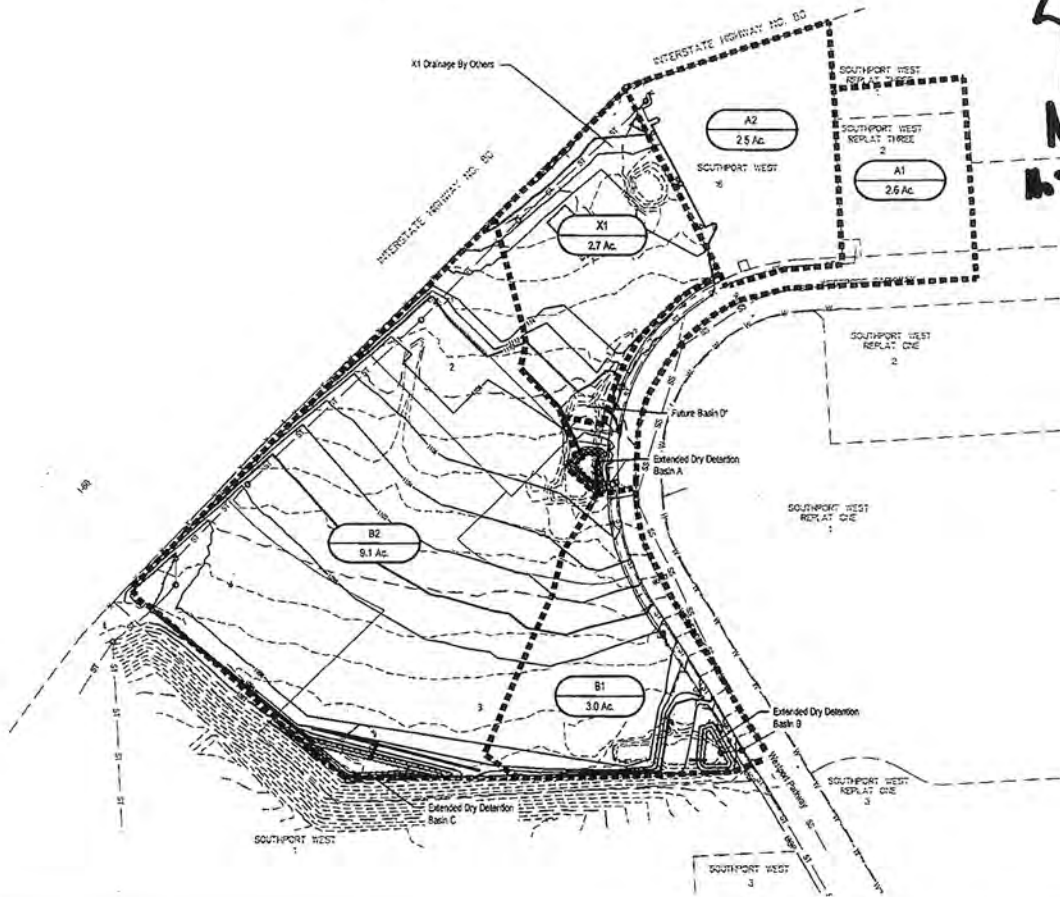


Exhibit E

Exhibit 'B'

Name and Location:

Project Name: Southport West Replat Five
Address: 8648 S 117th Street, La Vista, NE 68128
PCWP Project Number: LAV20140729-02662-GP1
PWD Grading Permit #: LAV xxxxxxxxx-xxx-1

Site Data

Total Site Area: 15.46 Acres
Total Disturbed Area: 15.46 Acres
Total Undisturbed Area: 0.0 Acre
Impervious Area Before Construction: 0%
Impervious Area After Construction: 65.9%

BMP Information

BMP ID	Type of BMP	Latitude / Longitude
A	Dry Detention Basin	41°10'46.6" N / 96° 06' 49.1" W
B1	Dry Detention Basin	41°10' 41.5" N / 96° 06' 46.1" W
B2	Dry Detention Basin	41°10' 41.4" N / 96° 06' 56" W

BMP Maintenance Requirements

Dry Detention Basin Maintenance and Tasks Schedule	
Task	Schedule
Remove Trash and Debris from Trash Rack and side slopes	Monthly
Outlet / Inlet Inspection and Cleanout	Monthly
Bank Mowing and Inspection / Stabilization of Eroded Areas	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Basin Inspection and Cleanout	Annually – Remove Sediment when 25% of Storage Volume is Lost
Remove woody vegetation along embankment	Annually
Repair Broken Pipes	As Needed
Replace filtration riprap that is choked with sediment	As Needed
Security	As Needed

Exhibit 'B'

Name and Location:

Project Name: Southport West Replat Five
Address: 8648 S 117th Street, La Vista, NE 68128
PCWMP Project Number: LAV20140729-02662-GP1
PWD Grading Permit #: LAV xxxxxxxxx-xxx-1

Site Data

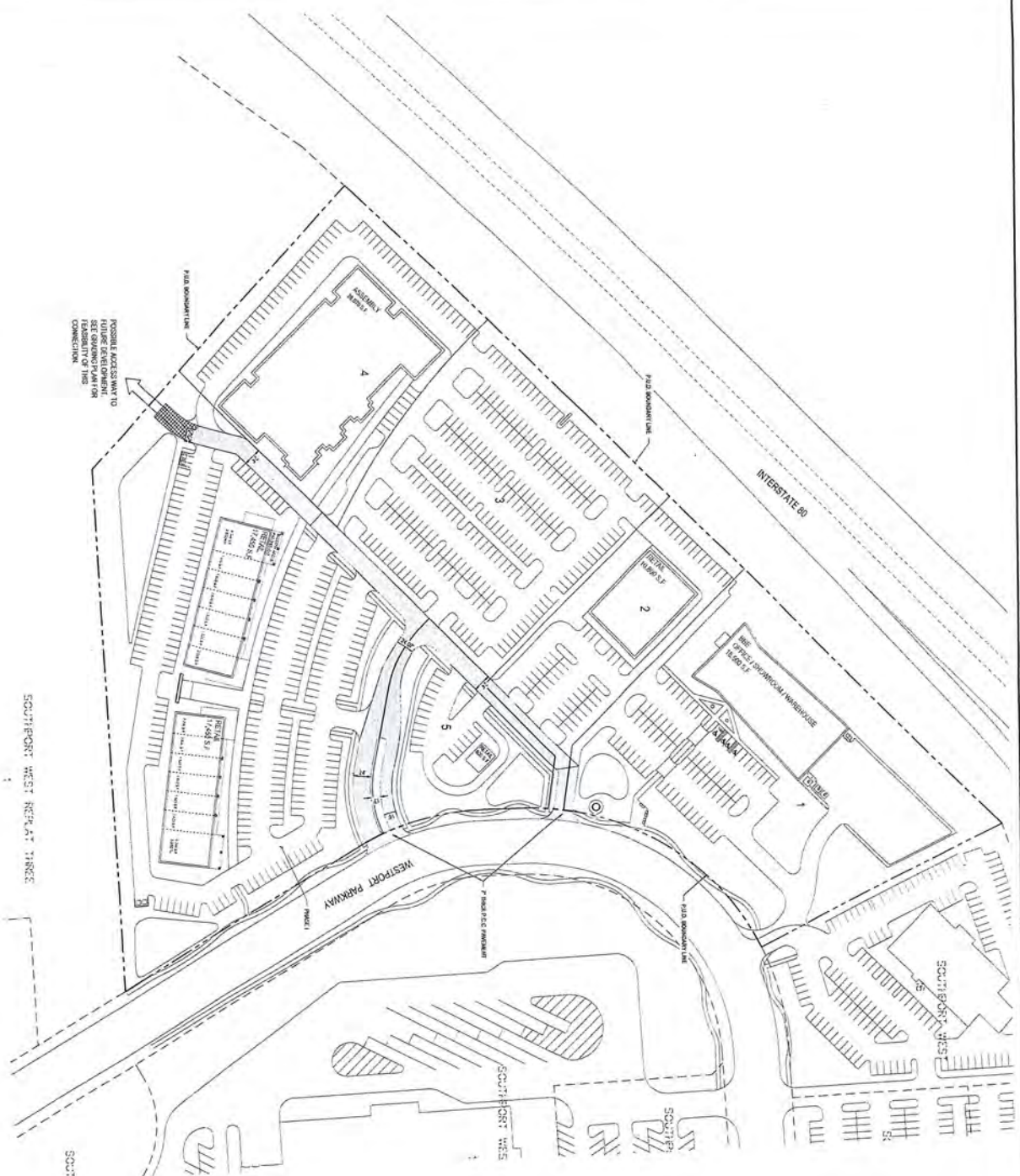
Total Site Area: 15.46 Acres
Total Disturbed Area: 15.46 Acres
Total Undisturbed Area: 0.0 Acre
Impervious Area Before Construction: 0%
Impervious Area After Construction: 65.9%

BMP Information

BMP ID	Type of BMP	Latitude / Longitude
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BMP Maintenance Requirements

Dry Detention Basin Maintenance and Tasks Schedule		
Task	Schedule	
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Outlet / Inlet Inspection and Cleanout	Monthly	
Bank Mowing and Inspection / Stabilization of Eroded Areas	Monthly	
Inspect for ponding, washed out areas, soil conditions	Monthly	
Basin Inspection and Cleanout	Annually – Remove Sediment when 25% of Storage Volume is Lost	
Remove woody vegetation along embankment	Annually	
Repair Broken Pipes	As Needed	
Replace filtration riprap that is choked with sediment	As Needed	
Security	As Needed	



LEGEND
 [Symbol] IMPROVED LOT PAVING

Exhibit F

Project: 2250-00-004 Date: 05/04/04 Designer: JAC Checker: JAC Scale: 1" = 40' Sheet: 1 of 1		Revision: 01: 05/04/04 Description:	PUBLIC USED ROADS AND DRIVEWAYS	SHOPPES AT SOUTHPORT WEST LYNN, MICHIGAN		E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 300 West 11th Street, Grand Rapids, MI 49504 Phone: 616.455.0700 Fax: 616.455.0300 www.eaag.com
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**DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHOPPES AT SOUTHPORT WEST**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), is made and entered into as of the Effective Date by Southport West Partners LLC, a Nebraska limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Sarpy County, Nebraska, which is legally described on Exhibit A and generally depicted on Exhibit B (the "Site Plan") (the "Property"); and

WHEREAS, Declarant intends that the Property be developed as a unified multi-use development to be known as the Shoppes at Southport West as depicted on Exhibit B (the "Development").

NOW, THEREFORE, Declarant hereby declares that the Property shall be and restrictions held, sold, leased and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in such ~~properties~~ Property or any, part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner or occupant thereof, and further declares that the Property shall be subject to the easement and related rights of the City of La Vista, Nebraska ("City") set forth below which shall be binding on all parties having any right, title or interest in such Property, or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITION
S**

Section 1.1 "Building" or "Buildings" shall mean the building or buildings which have been; will be or may be constructed on the Lots.

Section 1.2 "Common Area" shall mean the portions of the Development and Improvements thereon or therein benefiting, or intended for the nonexclusive use by, one or more Lots, the Owners, and their Permittees or users, in common with one or more other Lots, Owners, Permittees or users as permitted by this Declaration. Common Area shall include, but not be limited to, areas and Improvements depicted in Exhibit [redacted], common-public utility lines and systems, infrastructure and equipment, all parking areas, and access roads, driveways, lanes, entrances, walkways, sidewalks, signage, landscaping, storm drainage, any detention or retention ponds, areas and drainage facilities; sanitary sewers, plaza areas, public lighting, directional signage, security lighting and facilities, if any; provided, however, Common Areas shall not include any facilities in the interior of any building or other Improvement used exclusively by the Owner or tenants of that building.

Section 1.3 "Declarant" shall mean the record owner of ~~Lot 3, Southport West Replat 5, Sarpy County, Nebraska~~ the Property and all successors and assigns of Declarant or the Property or any interest therein.

Section 1.4 "Development" shall mean the Shoppes at Southport West development as described in the recitals hereof.

Section 1.5 "Improvements" shall mean all work, materials and labor, including without limitation, design, engineering, land preparation, and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, bicycle racks, planters, poles, flags, signs, storage or display areas, loading areas, docks, water retention areas, facilities, plantings, structures, maintenance or other requirements of the Post Construction Storm Water Management Plan or Post-Construction Storm Water Management Plan Maintenance Agreement with the City as applicable to the Property, fountains, water features, ponds, recreational facilities, and all other structures, infrastructure, land development or landscaping improvements of every type and kind, and all related operations, maintenance (including clean up and clean out), modifications, reconstruction, replacements and repairs.

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Section 1.6 "Lots" shall mean and refer to the Property and any lot(s) into which the Property may be subdivided. The current Lots are reflected on the Site Plan attached hereto as Exhibit B.

Section 1.7 "Master CCR" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements for Southport West Subdivision, dated June 7, 2005, filed July 5, 2005 as Instrument Number 2005-22478 in the Office of the Register of Deeds of Sarpy County, Nebraska, as amended by that certain First Amended dated May 17, 2006, filed May 24, 2006 as Instrument Number 2006-17152 in the Office of the Register of Deeds of Sarpy County, Nebraska.

Section 1.8 "Owner" shall mean and refer to the record owner of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.9 "Permittee" shall mean all Owners, their Tenants or licensees of the Lots, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees.

Section 1.10 "Tenant" shall mean and refer to the designated Tenant or lessee under a lease agreement for all or part of a Lot or Improvement constructed thereon, and including any sublessees or subtenants of a Tenant.

Section 1.11 In addition to the definitions set forth above, there are other defined terms set forth elsewhere in this Declaration. All of the exhibits and preamble clauses to this Declaration are incorporated into this Declaration as though fully rewritten here at length.

ARTICLE II MASTERCCR

Section 2.1 Master CCR. The Property is subject to the Master CCR and each Member (as defined in the Master CCR) shall comply with the provisions thereof. Failure to so comply shall be grounds for (a) action for damages and/or injunctive relief, and (b) such remedies, by legal proceedings or otherwise, as are available by reason of said Master CCR, this Declaration or by law or equity, each of which remedies

shall be cumulative and in addition to any other available remedy. If the Declaration is in any way inconsistent with the Master CCR, then the Master CCR shall prevail and control.

ARTICLE III GRANT OF EASEMENTS

Section 3.1 Easements. Subject to, and in addition to any other easements or rights provided under, the terms of this Declaration, Declarant hereby grants and conveys the following non-exclusive easements appurtenant, in, to, on, over, through, upon, across and under (hereinafter, the word "in" with respect to an easement granted "in" a particular Lot means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under," or any one or more of the foregoing), the Common Areas for the benefit and use of the Owners and their Permittees, or as otherwise specified:

(a) Cross Parking Easement. A nonexclusive easement for parking in the portions of the Common Areas developed as parking areas for the vehicles of Permittees thereon. There shall be cross parking rights on all designated parking areas within the Common Areas of each-all Lots.

(b) Access Easement. A nonexclusive easement in the Common Areas, including driveways, perimeter roads and access ways for vehicular and pedestrian use, ingress and egress, and including without limitation, driveways, perimeter roads and access ways, and access and the right of access over established circulation elements between the public streets and perimeter roads and access ways and any portion of the Development.

(c) Utility Easement. A nonexclusive easement in the Common Areas for the installation, use, inspection, testing, connection to, operation, maintenance, repair, replacement and removal of all or any part of: water lines and systems, telephone, telecommunications or cable television lines and systems, gas lines and systems, sanitary sewer lines and systems, storm sewers, drainage lines and systems, electrical lines and systems, and other utility lines or systems developed to serve one or more of the Lots; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of any other Lot or Improvements. The location of any such utility facilities shall be subject to the reasonable approval of the Owner of the burdened Lot, shall be located within or immediately adjacent to public utility easements or Lot lines, and when approved by such Owner, shall be evidenced by a recorded instrument legally describing and depicting the location of such easements. The Owner of each Lot shall cooperate in the granting of additional or appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Development. If an Owner, in the course of installing, using, testing, connecting to, operating, maintaining, repairing, replacing, or removing utility facilities on a Lot other than the Lot owned by the Owner, damages pavement, landscaping, or other Improvements on that Lot, such Owner shall promptly repair, at its sole cost and expense, all such damage and restore such Lot substantially to its prior condition and shall defend, indemnify and hold harmless and all other Owners or Tenants against all loss, liability, and costs (including reasonable attorneys' fees) which may result from the negligent act or omission of such Owner, its agents, employees or contractors. No Owner shall have the right to tie into utility facilities installed specifically to serve another Lot without the prior written consent of the Owner of the other Lot.

(d) Surface Water Drainage Easement. A non exclusive easement in the Common Areas for the flow of a reasonable volume of surface water to the nearest storm sewer or surface water inlet, drainage catch basin, or waterway; provided all surface water drainage from any

Lot shall be consistent with any approved drainage plan for the Development and shall be in accordance with all applicable laws, codes, and regulations of governmental authorities. The parties anticipate the establishment of detention facilities, as depicted on Exhibit B attached hereto and more particularly addressed below.

(d)(e) City Easement. To the City a permanent, non-exclusive easement in, to, on, over, through, upon, across or under, the Property for the following purposes. The City or its designees shall have the right (but not the obligation) to enter upon and inspect Common Areas and related Improvements for compliance with requirements of this Declaration. In the event of any failure to care for or maintain or otherwise satisfy applicable requirements regarding said Common Areas or Improvements, the City or its designees, in addition to having the rights and remedies for breach described in Section 7.3 or otherwise under this Declaration, applicable law or equity, shall have the option (but shall not be obligated) to enter upon and take all actions with respect to the Property as the City Engineer determines necessary or appropriate to maintain, replace or repair, said Common Areas or Improvements in accordance with requirements of this Declaration or applicable laws, rules or regulations.

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Section 3.2 Nature of Easements and Rights Granted.

(a) Easements Appurtenant. The easement granted the City and eEach and all of the easements and rights otherwise granted or created herein are appurtenances to the Lots and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Lots.

(b) Nature and Effect. Easements and related rights granted the City are made for the sole benefit of the City and shall be binding on the Property, Declarant and all successors and assigns of the Declarant or Property or any interest therein. Each and all of the other easements, covenants, conditions, restrictions and provisions contained in this Declaration:

- (i) Are made for the direct, mutual and reciprocal benefit of the Owners, Tenants and Permittees of the Lots;
- (ii) Create mutual equitable servitudes upon each Lot in favor of the other Lots, except as otherwise specifically set forth herein;
- (iii) Constitute covenants running with the land; and
- (iv) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Development at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, condition, restriction or provision in question, or to the extent that such easement, covenant, condition, restriction or provision is to be performed on such portion.

(c) Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner or Tenant or their respective heirs, representatives, successors or assigns of all or any part of its interest in its Lot, or lease, or any portion thereof, shall be deemed to:

- (i) ~~Require the prospective~~ Constitute the agreement of the -grantee to agree not to use or occupy, or permit any other party to use or occupy, its Lot, ~~or~~

Improvements or Common Areas in any manner which would constitute a violation or breach of any of the easements, covenants, conditions, or restrictions contained herein; and

- (ii) Require any prospective-leasee or other assignee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to the Lot, ~~Improvements~~ or interest to be conveyed, Improvements or Common Areas; provided, however, lessors and other assignors shall continue to be jointly and severally liable with their respective lessees and assignees for said performance.

Section 3.3 Abandonment of Easements. After the expiration of the term of this Declaration, the easements granted pursuant to Section 3.1 hereof, or all or any part or parts thereof, subject to prior written approval of the City, may be abandoned and terminated only if the benefits and use thereof shall have ceased and cessation thereof continues for a continuous period of five (5) years. Thereafter, the then record owner of the fee of the Lot burdened with such easement may give written notice by United States certified mail, return receipt requested, mailed to the then record owner of the fee of the Lot(s) benefited by such easement and the then record owner, if any, of any leasehold interest in such benefited Lot(s), stating that such easement has been abandoned, and ~~may-to be effective shall~~ place of record in the Real Property Records of Sarpy County, Nebraska, the City Administrator's written approval and an affidavit that such abandonment has taken place and that such notice has been properly given. If the then record owner of the fee of the benefited Lot fails to place of record in the Real Property Records of Sarpy County, Nebraska, within ninety (90) days after the giving of such notice, an affidavit that such easement has not ceased to benefit or be used during such continuous five (5) year period, such easement shall thereupon be conclusively deemed abandoned and any person having or thereafter acquiring an interest in the Lot previously burdened shall hold and take such interest free of and unencumbered by such easement.

Section 3.4 Restriction. No Owner shall grant any easement for the benefit of any property not within the Development; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements herein or otherwise by an Owner on its Lot to the City or other governmental authorities or to public utility companies.

Section 3.5 No Barrier Agreement. No barriers, fences, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Lots located in the Common Area available for pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners or Permittees of the rights and easements created by this Article III or by any other provision of this Declaration. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes, subject to approval of the City of La Vista Engineer. In addition, each Owner may temporarily close or block traffic on its Lot for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties that are additional to the easements set forth in this Declaration (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Lot as reasonably required for the purpose of repair, construction and reconstruction.

ARTICLE IV SHARED EXPENSES

Section 4.1 Detention Facilities. The Owners hereby agree to the following terms in connection with the use and maintenance of the detention facilities located on the Property, as identified on the Site Plan attached hereto as Exhibit B ("Detention Facilities"):

(a) Ownership. Each detention facility shall be owned by the Owner of the Lot upon which it is located. Pursuant to the easement set forth in Section 3.1(d) above, the Detention Facilities shall be deemed Common Areas and each Lot shall have the right to have its surface water flow over Common Areas into the Detention Facilities and shall have the burden of surface water flow over the Common Areas located on its Lot.

(b) Construction and Maintenance. Declarant shall design, construct, install, operate, replace, maintain and repair the Detention Facilities in a good and workmanlike manner.

(c) Cost. The Owner of each Lot shall contribute its proportionate share of the costs of design, construction, installation, operation, maintenance, repair and replacement of the Detention Facilities, which proportionate share shall be a percentage determined by dividing the square feet of land within an Owner's Lot by the total square feet of land within the Development. The Owner of each Lot shall reimburse the Declarant within ten (10) days after receipt of an invoice for its proportionate share of all costs associated with the installation and maintenance of the Detention Facilities, including but not limited to, insurance deductibles and premiums for insurance carried on the Detention Facilities and all maintenance, replacement and repair costs.

Section 4.2 Parking Lot. The Owners hereby agree to following terms in connection with the ownership and maintenance of the parking lots located on the Property, as identified on the Site Plan attached hereto as Exhibit B, including without limitation driving lanes, parking spaces and landscaping, ("parking area"):

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(a) Ownership. Each parking area shall be owned by the Owner of the Lot upon which it is located. Pursuant to the easement set forth in Section 3.1(a) above, all of the parking areas in the Development shall be deemed Common Areas and available to the Owners and Permittees within the Development on a first-come first served basis.

(b) Construction and Maintenance. The Owner of the Lot upon which the parking area is located shall, at the Owner's sole cost and expense (subject to subsection (c) below) design, construct, install, operate, replace, maintain and repair the parking area located on its Lot in a good and workmanlike manner.

(c) Lots 3 and 4. The Owner of Lot 3 shall design, construct and install the parking area on Lot 3. The Owners of Lots 3 and 4 shall each contribute their proportionate share of the costs of operation, maintenance, repair and replacement of that certain portion of the parking area and main drives on Lot 3 identified on Exhibit C attached hereto (the "Shared Maintenance Area"). Each Owner's proportionate share shall be a percentage determined by dividing the square feet of all BuildingsImprovements within an Owner's Lot by the total square feet of all BuildingsImprovements located on Lots 3 and 4. The Owners of Lots 3 and 4 hereby acknowledge that the for purposes of this Section, "BuildingsImprovements" shall only mean buildings and not other improvements (such as parking areas or landscaping). Each Owner shall contribute its proportionate share within ten (10) days after receipt of an invoice for its proportionate share of all costs associated with the operation, maintenance, repair and replacement of the Shared Maintenance Area, including but not limited to, insurance deductibles and premiums for insurance carried on the Shared Maintenance Area, real estate taxes for the Shared Maintenance Area (the Owners shall determine an equitable allocation of the real estate taxes levied on Lot 3 between the Shared

Maintenance Area and the rest of the Lot) and all operating, maintenance, replacement and repair costs for the Shared Maintenance Area. Except for the Shared Maintenance Area, the Owners of Lots 3 and 4 shall be solely responsible for all costs associated with the parking areas, drives and other common areas located on the respective Lot.

Section 4.3 Sidewalks and all other Common Areas and related Improvements. *[Insert applicable provisions for any other common areas or improvements.]*

Section 4.43. City Costs. The City or its designees shall have the right (but not the obligation) to inspect Common Areas and related Improvements for compliance with this Declaration. In the event of any failure to care for or maintain or otherwise satisfy applicable requirements regarding said Common Areas or Improvements, the City or its designees, in addition to having the rights and remedies for breach described in Section 7.3 or otherwise under this Declaration, applicable law or equity, shall have the option (but shall not be obligated) to enter upon and take all actions with respect to the Property as the City Engineer determines necessary or appropriate to maintain, replace or repair said Common Areas or Improvements in accordance with requirements of this Declaration or applicable laws, rules or regulations. The Declarant and Owners shall reimburse the City for all costs and expenses incurred in taking any such actions, and the City shall be authorized to record and foreclose liens against the Property for any amount that is not paid within 30 days, plus attorneys fees and interest which shall accrue at the rate of 12% per year.

ARTICLE V RULES AND REGULATIONS

Section 5.1 Rules and Regulations. Declarant shall have the right to promulgate such rules and regulations as it deems necessary and each Owner shall have bound by such rules and regulations. The rules and regulations may govern and restrict the use of any area of the Development; provided, however, that the same must be reasonable and must not discriminate among Owners except to reflect their different rights as provided herein, and shall not be inconsistent with this Declaration. Upon adoption, the rules and regulations shall have the same force and effect as if set forth herein.

ARTICLE VI MAINTENANCE AND TAXES

Section 6.1 Maintenance by Owners. Each Owner and Tenant shall maintain or cause to be maintained, at its expense (subject to the partial reimbursement right set forth in Section 4.2 above), its Lot, including any adjacent Common Areas, public right-of-ways, and all Improvements completed thereon in a well-maintained, clean, neat, good, working and attractive condition and repair at all times and shall comply with all applicable laws, rules and regulations, including without limitation, all health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto. Each Owner shall perform the following, at its sole cost and expense, for any portion of its Lot, including but not limited to Common Areas:

(a) Maintaining paved surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally approved by the Declarant, or such substitute as shall in all respects be equal in quality, use and durability to that originally approved and installed;

(b) Removing all paper, mud and sand, snow and ice, trash, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

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(c) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities (including lighted signs) as shall be required or permitted;

(e) Maintaining all signs and all perimeter walls and exterior building walls (including, but not limited to, all retaining walls) and other exterior surfaces in a good condition and state of repair;

(f) Maintaining, mowing, weeding, thinning, trimming, watering, fertilizing, cultivating and pruning all landscaped areas, including any adjacent public right-of-ways, to maintain the same in a neat, well-groomed condition, and replacing as necessary shrubs and other landscaping on a regular basis; dead or dying plants shall be removed within thirty (30) days; all plants and trees are to be irrigated as often as necessary to maintain healthy growing conditions; Owners shall also adjust tree guys, stakes, etc., on a regular basis to maintain a neat appearance and to prevent damage to trees;

(g) Promptly removing all graffiti or other similar markings from all perimeter walls, exterior building walls and other exterior surfaces, paved areas and other portions of any Improvements;

(h) Maintaining any pedestrian, vehicular or other easements granted or reserved pursuant to the terms and conditions of this Declaration; and

(i) In the event any act, omission or condition caused by any Owner or its Tenant or Permittees results in the destruction or removal of any landscaping or other Improvements within the Common Areas, such Owner shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Common Area Improvements. Any landscape Improvements shall be promptly replaced with landscaping and other materials of like size and kind as approved by the Declarant and the Association.

Section 6.2 Taxes and Assessments. Except for the taxes levied on the Shared Maintenance Area which shall be shared in accordance with Section 4.2 above, each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Lot and any Improvements located thereon, and any personal property owned or leased by such Owner in the Development, provided that if such taxes or assessments or any part thereof may be paid in installments, each Owner may pay each such installment as and when the same becomes due and payable. Nothing contained herein shall prevent any Owner from contesting at its cost and expense any taxes and assessments with respect to its Lot in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

Section 6.3 Maintenance Standard. Notwithstanding anything in this Declaration to the contrary, the Development and all parts and improvements therein or thereof shall be maintained in neat, clean, good and working order, condition and repair.

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ARTICLE VII

MISCELLANEOUS

Section 7.1 Rights and Obligations of Lenders. Except for any lien imposed by the City, if by virtue of, any right or obligation set forth herein a lien shall be placed upon the Lot of any Owner hereto, such lien shall expressly be subordinate and inferior to the lien of any first lien holder now or hereafter placed on such Lot. Any holder of a first or other lien on any Lot, and any assignee or successor in interest of such first or other lien holder, shall be subject to the terms and conditions of this Declaration.

Section 7.2 Release from Liability. Except as otherwise provided in this Declaration, aAny person acquiring fee or leasehold title to any Lot, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Lot or portion of the Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section 407.2, the easements, covenants and restrictions in this Declaration shall continue as easements on the Property or to be benefits to and servitudes upon said Lots running with the land.

Section 7.3 Breach.

(a) Remedies. If any Owner shall fail to perform any material covenant or condition contained in this Declaration, the aggrieved Owner(s) shall give the defaulting Owner at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default be not reasonably susceptible of being cured within said period of thirty (30) days, and said defaulting Owner shall not have in good faith commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion) the aggrieved Owner(s) may institute legal proceedings for full and adequate relief from the consequences of said default or threatened default.

(b) Right of Entry. The defaulting Owner hereby grants to the aggrieved Owner(s) nonexclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting owners Lot (excluding the right to enter in or upon any Buildings on such Lot) for all purposes reasonably necessary to enable the aggrieved Owner(s) (acting directly or through agents, contractors or subcontractors) to perform any of the terms, provisions, covenants or conditions of this Declaration which the defaulting Owner shall have failed to perform, after notice and time to cure, as aforesaid, but only such notice and time to cure as shall be reasonable or practicable under the circumstances need be given in the event of any emergency. Any amounts so expended may be withheld from amounts otherwise payable to the defaulting owner or collection may be sought otherwise and in any event the defaulting Owner shall pay such amount with interest at the rate of two percent (2%) per annum over the then existing prime rate of interest announced from time to time by Citibank, N.A. or its successors (but in no event exceeding the maximum rate per annum permitted by law).

Section 7.4 Non-Merger. This Declaration shall not be subject to the doctrine of merger.

Section 7.5 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

Section 7.6 Entire Agreement. This Declaration constitutes the entire declaration of the Declarant and agreement between the Owners hereto as to the matters set forth in this Declaration. This Declaration, once executed and delivered, shall not be modified or altered in any respect except upon the

execution of a modification or alteration by Declarant and a majority of the Owners, which modification or alteration shall be subject to written approval of the City Administrator and recorded in the official land records of Sarpy County, Nebraska.

Section 7.7 Estoppel Certificates. Each Owner shall upon not less than thirty (30) days from receipt of written notice from any other Owner execute and deliver to such other Owner a certificate stating that (a) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (b) whether or not to the best of its knowledge the other Owner or Owners are in default in any respect under this Declaration and if in default, specifying such default.

Section 7.8 Notice. Any notice required or permitted to be given under this Declaration shall be in writing and shall be made by personal delivery or deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, or deposit with a recognized national overnight courier and addressed to the Owner being notified at the address given below (or such other address which any Owner may designate for itself from time to time hereafter by written notice to the other Owners):

If to Declarant: Southport West Partners, LLC
c/o CB Richard Ellis/Mega
11213 Davenport Street, Suite 300
Omaha, Nebraska 68154
Attn: Dean Hokanson

If to Owner/Tenant: To the party at the street address of the Lot owned or occupied.

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication.

Section 7.9 Assignment. The rights and obligations of any Owner hereunder may be assigned in whole or in part to any person acquiring the entire interest of such Owner in its Lot or to one or more ground lessees or lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or lease between such Owner and such ground lessee or lessee.

Section 7.10 Exhibits. Each reference herein to an exhibit refers to the applicable exhibit that is attached to this Declaration. All such exhibits constitute a part of this Declaration and by this reference are expressly made a part hereof.

Section 7.11 Limitation of Liability. Except as otherwise provided in this Declaration, aAny person acquiring fee or leasehold title to any of the Lots or any portion thereof, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Lot or portion of the Lot; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section, the easements, covenants and restrictions in this Declaration shall continue to be as easements on the Property or benefits to and servitudes upon said tracts running with the land.

Section 7.12 Term of this Declaration. This Declaration shall be effective as of the date first above written and shall continue in full force and effect until December 31, 2064. At any time within one year prior to December 31, 2063, and each 20-year period thereafter (each such date being referred to as a "Termination Date"), by written declaration signed and acknowledged by a majority of the approving Owners and duly recorded with the Recorder of Deeds for Sarpy County, Nebraska, terminate this Declaration, effective as of the next Termination Date. Failing such termination, this Declaration shall automatically be renewed and extended for successive period of 20 additional years, subject to the right of the ~~the~~ vote of the majority of the Owners to terminate this Declaration. Provided, however, termination of this Declaration, to be effective, shall require the prior written approval of the City and shall be recorded with the terminating declaration. Notwithstanding the foregoing, the easements referred to in Article III hereof shall continue in full force and effect as provided herein. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

Section 7.13 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Declaration as of the day and year first written above.

SOUTHPORT WEST PARTNERS, LLC,
a Nebraska limited liability company,

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS
_____)

On this _____ day of _____, 2014, before me, a Notary Public in and for said county and state, personally appeared _____, who executed the foregoing Declaration, and acknowledged before me that he/she was duly authorized and did execute the same as _____ of Southport West Partners, LLC, a Nebraska limited liability company, on behalf of the company.

GIVEN under my hand and Notarial Seal, this _____ day of _____ 2014.

Notary Public

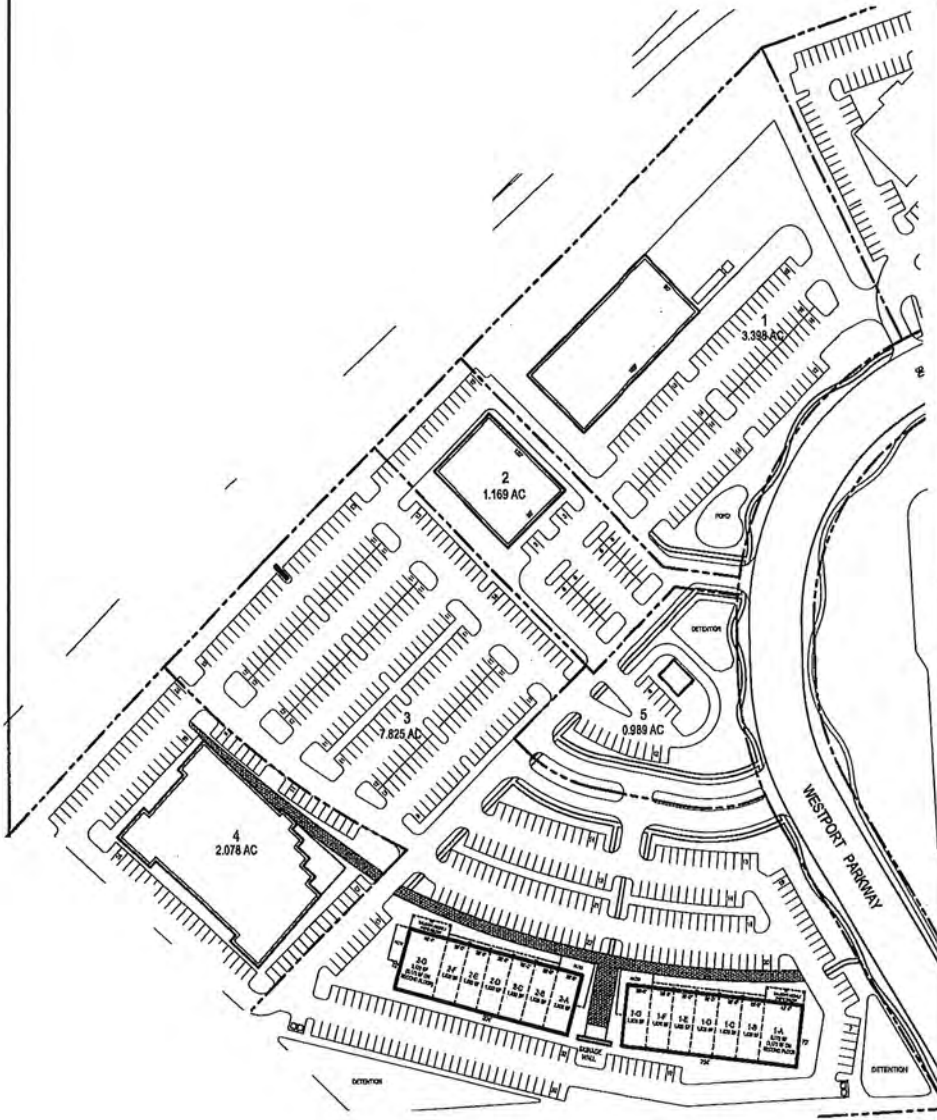
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

| Lots ~~2, 3, and 1~~ - 5 Southport West Replat 5, Sarpy County , Nebraska.

EXHIBIT "B"



Site Plan

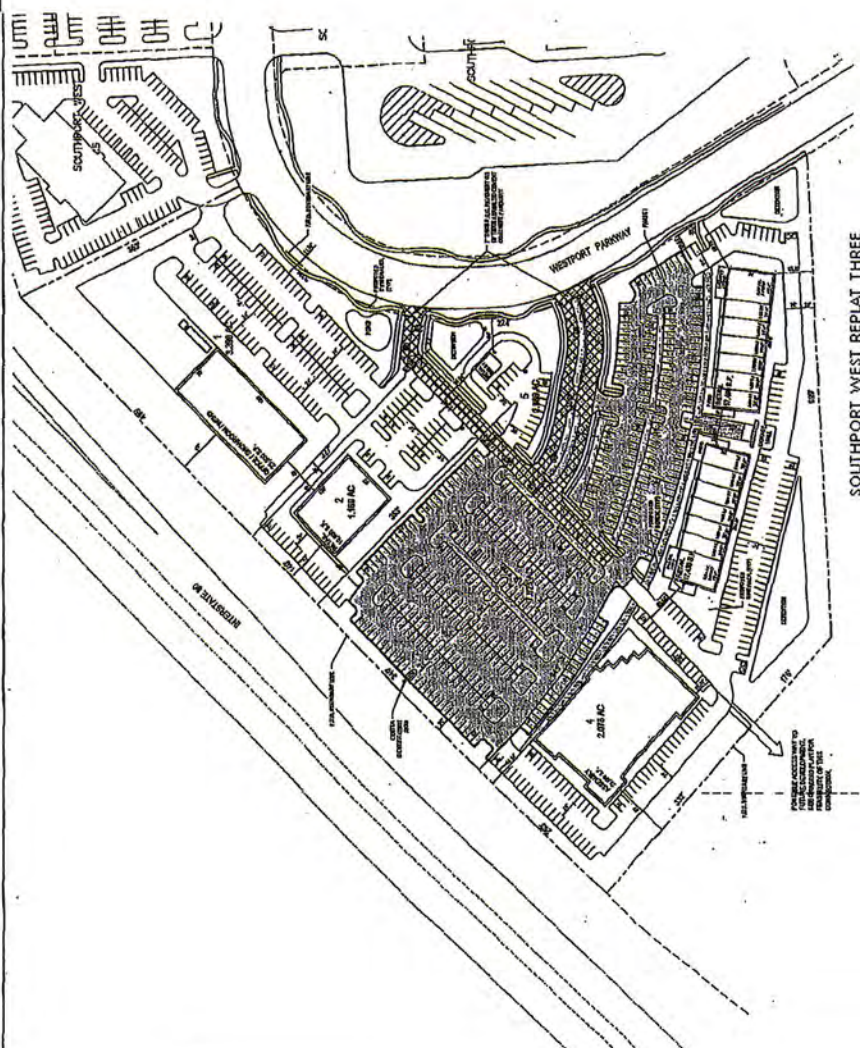


Shoppes at Southport West

LaVista, NE
July 16, 2014

SLAGGIE
ARCHITECTS

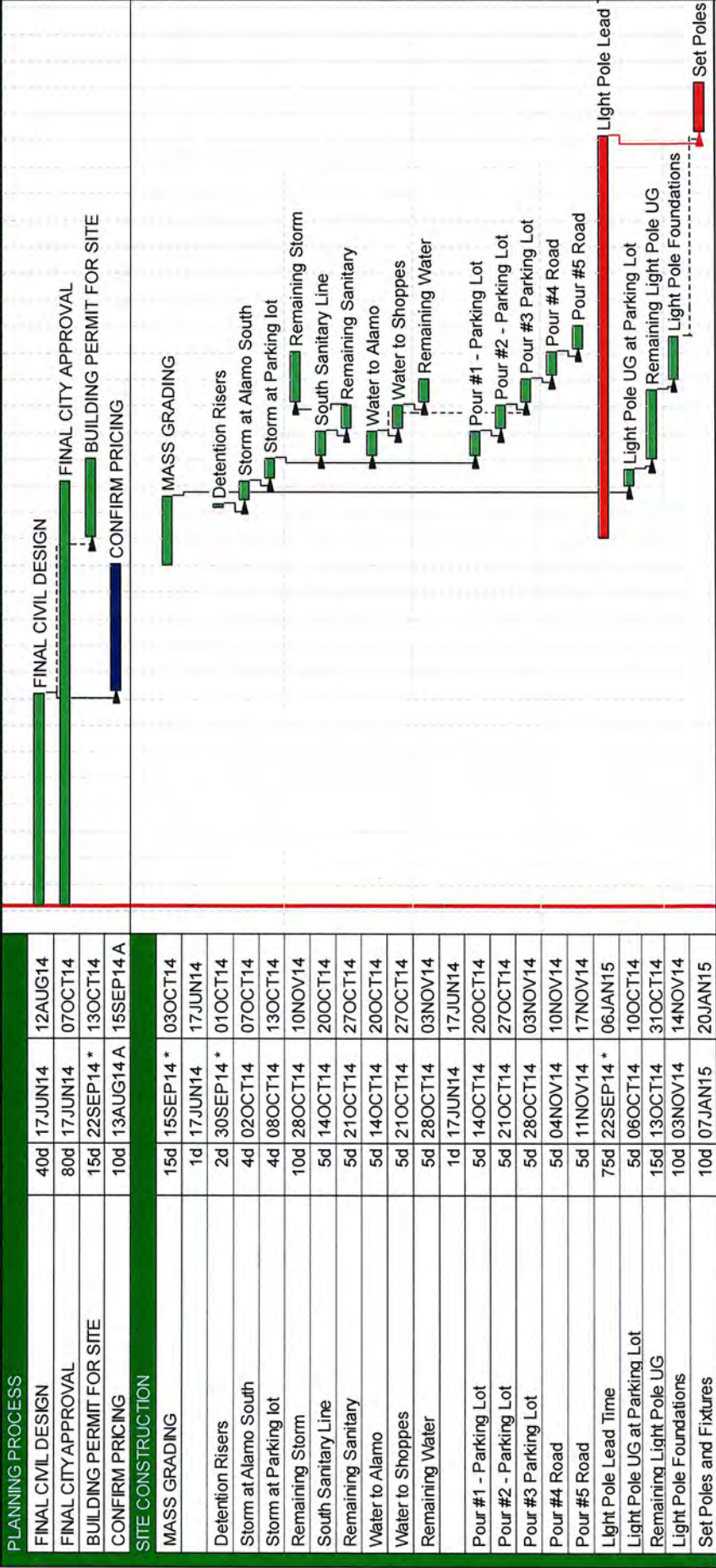
CBRE **MEGA**
CB RICHARD ELLIS



SOUTHPORT WEST REPEAT THREE

Shared Maintenance Area

Description		Orig	Early	Early	Early	2015											
		Dur	Start	Finish		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB			
						09	16	23	30	07	14	21	28	04	11	18	25



The Weitz Company Southport West Replat - Exhibit I

Start date	17JUN14
Finish date	20JAN15
Data date	17JUN14
Run date	30SEP14
Page number	1A
© Primavera Systems, Inc.	

Early bar	Progress bar	Critical bar	Summary bar	Start milestone point	Finish milestone point

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
BID AWARD – 124 TH CIRCLE & HARRISON STREET TRAFFIC SIGNAL IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to award a contract to Vierregger Electric Company of Omaha, Nebraska for construction of the 124th & Harrison Street Traffic Signal Improvements in an amount not to exceed \$147,588.73.

FISCAL IMPACT

Funding was included in the FY 2015 Capital Budget for this project; however the total cost of the project has come in higher than the original estimate as the project was delayed due to the need to coordinate with the City of Omaha and Unite Private Networks for integration with other signals along Harrison Street. The project overage will be covered by cost savings from other Capital Fund projects throughout the year.

RECOMMENDATION

Approval

BACKGROUND

On August 19, 2014, the City Council approved a resolution which authorized the advertisement for bids for this project. The plans and specifications were prepared by Thompson, Dreessen, & Dörner, Inc. and sub-consultant Felsburg, Holt & Ullevig with technical assistance from the City of Omaha Traffic Engineering Division. Bids were received on September 8, 2014 at 10 am. Three bids were submitted; however one of the bids received was not from a listed planholder as required by the Notice to Contractors and that bid was not opened. A summary of the bidding results is as follows:

<u>Bidder</u>	<u>Bid</u>
Omaha Electric Service, Inc.	\$153,543.77
Vierregger Electric Co.	\$147,588.73

The low bidder, Vierregger Electric Co. is a qualified contractor and it is recommended that a contract be awarded to them in an amount not to exceed \$147,588.73. A complete tabulation from TD2 is attached along with their recommendation for award.

In addition to the construction cost there are estimated engineering fees in the amount of \$29,400.00 and a cost to Unite Private Networks in the amount of \$4,817 to splice into the fiber optic line to connect this signal to the traffic signal at the Giles and Harrison Street intersection.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO VIERREGGER ELECTRIC COMPANY OF OMAHA NE, FOR CONSTRUCTION OF THE 124TH AND HARRISON STREET TRAFFIC SIGNAL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$147,588.73.

WHEREAS, the City Council of the City of La Vista has determined that the construction of the 124th & Harrison Street Traffic Signal Improvements is necessary; and

WHEREAS, the FY 15 Capital Fund Budget provides funding for this project; and

WHEREAS, the City Council authorized the advertisement of bids for construction of the 124th & Harrison Street Traffic Signal Improvements on August 19, 2014, and

WHEREAS Vierregger Electric of Omaha NE, has submitted the low, qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures 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 designate Vierregger Electric of Omaha NE as the low qualified bidder for the 124th & Harrison Street Traffic Signal Improvements, in an amount not to exceed \$147,588.73.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

September 9, 2014

Mayor and City Council Members
City of La Vista
c/o Mr. John Kottmann, P.E., City Engineer
9900 Portal Road
La Vista, Nebraska 68128

RE: 124th Circle & Harrison Street Traffic Signal
TD2 No. 171-410.24

Mayor and Council Members:

Bids were received at City Hall on September 8, 2014 for the construction of the 124th Circle & Harrison Street Traffic Signal project.

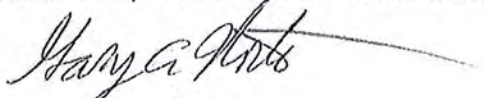
Vierregger Electric Company of Omaha, Nebraska was the low bidder in the amount of \$147,588.73.

Vierregger Electric Company is a qualified contractor and we recommend that the contract be awarded to them, contingent upon them providing the required bonds and necessary certifications.

A tabulation of both bids received is enclosed.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Gary A. Norton, P.E.

GAN/ bam

Enclosure

SUBMITTED PROPOSALS & COSTS Date of Bid: 9/8/14 Client: City of La Vista Project: 124th Circle and Harrison St Signal Improvements TD ² File No.: 171-410				Vlorregger Electric Co. 4349 S 139th Street Omaha NE 68137		Omaha Electric Service, Inc. 8506 Madison Street Omaha NE 68127	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Traffic Control, complete	1	L.S.	\$1,120.00	\$1,120.00	\$6,306.57	\$6,306.57
2	Construct 5" Concrete Sidewalk, in place	33	S.F.	\$28.00	\$924.00	\$17.43	\$575.19
3	Traffic Signal Controller & Cabinet, Type 2070 (8-phase, 4-ped), in place	1	EA.	\$17,066.00	\$17,066.00	\$16,222.08	\$16,222.08
4	Combination Signal Mast Arm & Street Light Pole, Type CMP-50-12-40, in place	1	EA.	\$7,822.00	\$7,822.00	\$9,345.87	\$9,345.87
5	Combination Signal Mast Arm & Street Light Pole, Type CMP-45-12-40, in place	1	EA.	\$8,124.00	\$8,124.00	\$9,206.83	\$9,206.83
6	Combination Signal Mast Arm & Street Light Pole, Type CMP-30-12-40, in place	1	EA.	\$10,096.00	\$10,096.00	\$5,937.96	\$5,937.96
7	Combination Signal Mast Arm & Street Light Pole, Type CMP-25-12-40, in place	1	EA.	\$10,416.00	\$10,416.00	\$5,775.58	\$5,775.58
8	Provide & Install Traffic Signal, Type TS-1, with T31 Face, Backplate and MA-5 Mtg., in place	10	EA.	\$702.00	\$7,020.00	\$681.72	\$6,817.20
9	Provide & Install Traffic Signal, Type TS-1A, with T31 Face and B-4 Alt. Mtg., in place	4	EA.	\$580.00	\$2,320.00	\$521.03	\$2,084.12
10	Construct Pedestal Pole, Type PP-4	2	EA.	\$1,165.00	\$2,330.00	\$786.11	\$1,572.22
11	Construct Pedestal Pole, Type PP-10	1	EA.	\$1,238.00	\$1,238.00	\$942.21	\$942.21
12	Provide & Install Countdown Pedestrian Signal, Type PS-1 W/ T23 Face & B-4 Alt. Mtg., in place	8	EA.	\$570.00	\$4,560.00	\$462.36	\$3,698.88
13	Provide & Install Pedestrian Push Button, Type PPB, in place	8	EA.	\$318.00	\$2,544.00	\$150.17	\$1,201.36
14	Radar Detection System, in place	1	L.S.	\$25,295.00	\$25,295.00	\$26,501.15	\$26,501.15
15	Vehicle Priority Control System (OPTICOM-Model 722), in place	2	EA.	\$3,323.00	\$6,646.00	\$6,301.88	\$12,603.76
16	Service Cable, in place	300	L.F.	\$3.17	\$951.00	\$1.39	\$417.00
17	Service Entrance Cable, in place	26	L.F.	\$2.12	\$55.12	\$3.50	\$91.00
18	16/C #14 AWG. Traffic Signal Cable, in place	439	L.F.	\$3.91	\$1,716.49	\$4.54	\$1,993.06
19	7/C #14 AWG. Pedestrian Signal Cable, in place	118	L.F.	\$2.28	\$269.04	\$2.97	\$350.46
20	3/C #14 AWG. Street Lighting Cable, in place	452	L.F.	\$4.00	\$1,808.00	\$2.17	\$980.84
21	PC #14 PPB Lead-In Cable, in place	970	L.F.	\$1.08	\$1,047.60	\$0.95	\$921.50
22	GC #8 Bare Copper Grounding Conductor Cable, in place	362	L.F.	\$1.11	\$401.82	\$0.91	\$329.42
23	2" Conduit (PVC or HDPE) - Trenched, in place	54	L.F.	\$5.22	\$281.88	\$9.22	\$497.88

SUBMITTED PROPOSALS & COSTS Date of Bid: 9/8/14 Client: City of La Vista Project: 124th Circle and Harrison St Signal Improvements TD ² File No.: 171-410				Vierregger Electric Co. 4349 S 139th Street Omaha NE 68137		Omaha Electric Service, Inc. 8506 Madison Street Omaha NE 68127	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
24	3" Conduit (PVC or HDPE) - Trenched, in place	83	L.F.	\$8.02	\$665.66	\$12.27	\$1,018.41
25	2" Conduit (PVC or HDPE) - Bored, in place	231	L.F.	\$10.84	\$2,504.04	\$10.08	\$2,328.48
26	3" Conduit (PVC or HDPE) - Bored, in place	548	L.F.	\$12.46	\$6,828.08	\$12.56	\$6,882.88
27	Service Disconnect Pedestal, in place	1	EA.	\$3,611.00	\$3,611.00	\$3,106.80	\$3,106.80
28	Install 200W Street Light Luminares	4	EA.	\$172.00	\$688.00	\$412.41	\$1,649.64
29	Provide & Install Type A, R3-5-1 30"x36" "LT ONLY" Sign	1	EA.	\$376.00	\$376.00	\$256.61	\$256.61
30	Provide & Install Type A, R3-5-2 30"x36" "RT ONLY" Sign	2	EA.	\$376.00	\$752.00	\$256.61	\$513.22
31	Provide & Install Type A, R3-6-1 30"x36" "LT OPT." Sign	1	EA.	\$376.00	\$376.00	\$256.61	\$256.61
32	Provide & Install Type A, 18" Street Name Sign	2	EA.	\$493.00	\$986.00	\$352.70	\$705.40
33	Provide & Install Type A, 30" Street Name Sign	2	EA.	\$771.00	\$1,542.00	\$497.77	\$995.54
34	Seeding - Type "Super Turf 2", in place	1	A.C.	\$3,360.00	\$3,360.00	\$516.96	\$516.96
35	Temporary Erosion Control Blanket (N.A.G. S75 or approved equal), in place	1,000	S.Y.	\$2.24	\$2,240.00	\$3.50	\$3,500.00
36	Provide & Install Branch Fiber Optic Cable	2	EA.	\$1,689.00	\$3,378.00	\$4,270.83	\$8,541.66
37	Provide & Install Pull Box, Type PB-10	2	EA.	\$2,329.00	\$4,658.00	\$2,055.86	\$4,111.72
38	Modify Existing Controller Cabinet, Type TC 170/332	1	EA.	\$1,572.00	\$1,572.00	\$4,787.70	\$4,787.70
numbers in bold have been corrected							
	TOTAL BID				\$147,588.73		\$153,543.77

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL OF AGREEMENT – 124 TH CIRCLE & HARRISON STREET TRAFFIC SIGNAL INTERCONNECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to authorize the execution of an agreement with Unite Private Networks to install a fiber optic splice to connect the proposed traffic signal at 124th Circle and Harrison Street with an existing traffic signal at the Giles Road and Harrison Street intersection.

FISCAL IMPACT

The FY 15 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

The City of Omaha manages the operation of traffic signals along the Harrison Street corridor under the terms on the Harrison Street Memorandum of Understanding with La Vista and various other agencies along Harrison Street. It is necessary to connect this signal with the existing signal at the Giles and Harrison Street intersection so that traffic signal timing can be coordinated as much as possible. The City of Omaha is allowing the signals to be coordinated by use of an existing fiber optic line under Omaha's agreement with Unite Private Networks. However, it is necessary to splice the proposed signal into the fiber optic line and this service must be done by Unite Private Networks. They have prepared an agreement for this service which is included herewith. They call this agreement a Service Order.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UNITE PRIVATE NETWORKS TO INSTALL A FIBER OPTIC SPLICE TO CONNECT THE PROPOSED TRAFFIC SIGNAL AT 124TH CIRCLE AND HARRISON STREET WITH AN EXISTING TRAFFIC SIGNAL AT THE GILES ROAD AND HARRISON STREET INTERSECTION.

WHEREAS, the Mayor and City Council find it necessary to have an agreement to install a fiber optic splice to connect the proposed traffic signal at 124th Circle and Harrison Street; and

WHEREAS, the City of Omaha is allowing the signals to be coordinated by use of an existing fiber optic line under Omaha's agreement with Unite Private Networks.; and

WHEREAS, it is necessary to splice the proposed signal into the fiber optic line and this service must be done by Unite Private Networks; and

WHEREAS, the Agreement for this service is known as a Service Order;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, authorizing the execution of an agreement with Unite Private Networks to install a fiber optic splice to connect the proposed traffic signal at 124th Circle and Harrison Street with an existing traffic signal at the Giles Road and Harrison Street Intersection.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Service Order

Lit Services (SF 14-6432)

Contact Information

Unite Private Networks ("UPN")		City of La Vista ("Customer")	
COMPANY CONTACT:	Keith Toole	COMPANY CONTACT:	John M. Kottmann
PHONE:	(402) 939 6753	PHONE:	(402) 331-8927
EMAIL:	keith.toole@upnfiber.com	EMAIL:	jkottmann@cityoflavista.org
PAYMENT ADDRESS:	Unite Private Networks 120 South Stewart Street Liberty, MO 64068	BILLING ADDRESS:	City of La Vista 9900 Portal Road La Vista, NE 68128

Billing Information And Service Commitment Period

Order Type:	New
UPN Service Order ID:	SF 14-6432
Customer ID:	CIT900
Service Type/s:	Fiber Splice
Service Term Length (beginning on date of installation):	N/A
Service Order Monthly Recurring Charge:	\$0
Service Order Non-Recurring Charge:	\$4,817
Service Other Charges:	\$0

A Location

Site Name: City of Omaha A
Address: Intersection of 124th and
Harrison, Omaha NE

<u>Qty</u>	<u>Service</u>	<u>Term</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
1	Fiber Splice	N/A	\$0	\$4,817
Total =			\$0	\$4,817

Comments: At A Location, Customer will install new fiber pull boxes on top of UPN's existing fiber. After Customer installs the fiber boxes, UPN will perform fiber splicing and connect to the Customer's fibers that run back to the new traffic signal controller.

Installation Date: Anticipated installation date shall occur approximately thirty (30) days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project; and (2) the full execution of this Service Order.

Unite Private Networks, LLC

City of La Vista

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
BID AWARD – THOMPSON CREEK-CITY HALL BIO-RETENTION BASIN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to award a contract to Midwest Excavating Services, LLC of Omaha, Nebraska, for construction of the La Vista City Hall Bio-Retention Basin in an amount not to exceed \$57,810.08.

FISCAL IMPACT

Funding has been budgeted in the CIP for the Thompson Creek Phase VI project for the local share of various grants being used to implement the Thompson Creek Watershed Management project. A specific grant was received for this project which will provide \$44,500 with the remainder to come from Sales Tax funding allocated to the Thompson Creek project in FY 14 and FY 15.

RECOMMENDATION

Approval

BACKGROUND

On September 2, 2014, the City Council approved a resolution which authorized the advertisement for bids for this project. The plans and specifications were prepared by Thompson, Dreessen & Dorner, Inc. Bids were received on September 23, 2014 at 10 am. Bids were received from two contractors. A summary of the bidding results is as follows:

<u>Bidder</u>	<u>Bid</u>
Neuvirth Construction, Inc	\$92,313.00
Midwest Excavating Services, LLC	\$57,810.08

An itemized bid tabulation prepared by TD2 is attached.

The Engineer's Estimate prior to bidding was \$68,200.

Midwest Excavating Services, LLC provided a work history showing at least two other retention basin projects that were satisfactorily completed.

The specifications require the work to be complete by December 1, 2014. This is necessary since the grant funding will expire on December 31, 2014.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO MIDWEST EXCAVATING SERVICES, LLC, OMAHA, NE, FOR CONSTRUCTION OF THE LA VISTA CITY HALL BIO-RETENTION BASIN IN AN AMOUNT NOT TO EXCEED \$57,810.08.

WHEREAS, the City Council of the City of La Vista has determined that construction of the La Vista City Hall Bio-Retention Basin is necessary; and

WHEREAS, the FY 15 Capital Improvement Program provides funding for this project; and

WHEREAS, Bids were received from two contractors, and

WHEREAS Midwest Excavating Services, LLC, Omaha, NE, has submitted the low, qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures 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 award a contract to Midwest Excavating Services, LLC, Omaha, NE for construction of the La Vista City Hall Bio-Retention Basin, in an amount not to exceed \$57,810.08.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBMITTED PROPOSALS & COSTS
Date of Bid: Sept. 23, 2014 10:00 a.m.
Client: City of La Vista, NE
Project: La Vista City Hall Bio-Basin
TD2 File No.: 171-412



Midwest Excavating Services LLC
4602 N. 126th Ave
Omaha NE 68164

Neuvirth Construction, Inc.
7386 Co. Rd. P35
Blair NE 68008

Sheet 1 of 1

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Remove Existing A.C.C. Pavement	4,000	S.F.	\$1.30	\$5,200.00	\$1.05	\$4,200.00
2	Remove P.C.C. Curb and Gutter	300	L.F.	\$1.50	\$450.00	\$6.00	\$1,800.00
3	Remove Existing P.C.C. Sidewalk	900	S.F.	\$1.74	\$1,566.00	\$2.22	\$1,998.00
4	Bio-Basin Common Earthwork and Shaping	20	C.Y.	\$85.50	\$1,710.00	\$150.00	\$3,000.00
5	Dispose of Excess Soil	30	C.Y.	\$12.00	\$360.00	\$33.00	\$990.00
6	8" Flexible HDPE Roof Drain Connection, in place	4	EA.	\$100.00	\$400.00	\$423.00	\$1,692.00
7	8" Solid HDPE/PVC Storm Sewer, in place	90	L.F.	\$25.68	\$2,311.20	\$42.00	\$3,780.00
8	12" Solid HDPE/PVC Storm Sewer, in place	310	L.F.	\$23.00	\$7,130.00	\$48.00	\$14,880.00
9	12" Flared End Section, in place	1	EA.	\$140.30	\$140.30	\$361.00	\$361.00
10	12" x 8" Tee, in place	5	EA.	\$137.53	\$687.65	\$181.00	\$905.00
11	12" x 12" Tee, in place	2	EA.	\$140.35	\$280.70	\$507.00	\$1,014.00
12	12" x 8" HDPE Reducer, in place	1	EA.	\$109.82	\$109.82	\$123.00	\$123.00
13	Bio-Basin Outlet Structure and Underdrain System, in place	1	EA.	\$3,583.21	\$3,583.21	\$6,180.00	\$6,180.00
14	Bio-Basin Amended Soils, in place	12	C.Y.	\$71.25	\$855.00	\$128.00	\$1,536.00
15	Remove and Replace A.C.C. for Storm Sewer Construction	130	S.Y.	\$64.85	\$8,430.50	\$75.00	\$9,750.00
16	6" P.C.C. Pavement with Integral Curb, in place	390	S.Y.	\$41.06	\$16,013.40	\$67.50	\$26,325.00
17	4" P.C.C. Sidewalk Pavement, in place	900	S.F.	\$3.48	\$3,132.00	\$6.20	\$5,580.00
18	P.C.C. Curb and Gutter Section, in place	70	L.F.	\$23.89	\$1,672.30	\$51.00	\$3,570.00
19	4" White Pavement Striping, in place	600	L.F.	\$0.45	\$270.00	\$0.60	\$360.00
20	Handicap Pavement Marking, in place	4	EA.	\$50.00	\$200.00	\$40.00	\$160.00
21	Concrete Planter Box, in place	1	EA.	\$2,500.00	\$2,500.00	\$1,675.00	\$1,675.00
22	Seeding and Planting, per schedule, in place	1	LS	\$500.00	\$500.00	\$1,370.00	\$1,370.00
23	Erosion Mat Tensar SC 150, in place	280	S.Y.	\$1.10	\$308.00	\$3.80	\$1,064.00
	TOTAL BID				\$57,810.08		\$92,313.00

No estimate published Bond: 5% of Bid

THOMPSON, DREESSEN & DORNER, INC.

10836 Old Mill Road, Omaha, NE 68154

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
THOMPSON CREEK WATERSHED RESTORATION-CHANNEL REHABILITATION CENTURY LINK RELOCATION AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement with Century Link for relocation of aerial telephone cable and appurtenances. This work is necessary as part of the power line relocation by OPPD to clear the path for the Thompson Creek Channel Rehabilitation project.

FISCAL IMPACT

The funding for these services will come from the NDEQ EPA/319 Non-Point Source Grant #56-1382 and Sales Tax. The grant is 60/40 with 40% being the required local share. The project funding is contained in the CIP and spans multiple years.

RECOMMENDATION

Approval

BACKGROUND

The City submitted a grant application to the Nebraska Department of Environmental Quality (NDEQ) in the fall of 2012 for funding of the Thompson Creek Watershed Restoration Project. A grant was awarded in the amount of \$150,000 valid for the period of October 1, 2013 through October 31, 2014. A local share of \$100,000 was required. The grant has been used for various public education and demonstration projects. Relocation of utilities is one of the activities listed in the grant as part of the channel rehabilitation efforts. This agreement and the related expenditure will complete the utilization of the grant.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CENTURY LINK FOR RELOCATION OF AERIAL TELEPHONE CABLE AND APPURTENANCES AS PART OF THE THOMPSON CREEK WATERSHED RESTORATION – CHANNEL REHABILITATION PROJECT.

WHEREAS, the Mayor and City Council find it necessary to have an agreement to relocate a power line to clear a path for the Thompson Creek Channel Rehabilitation project; and

WHEREAS, the FY15 Capital Improvement Program contains funding for the City's portion of the project; and

WHEREAS, the grant awarded to the City by NDEQ allows for relocation of utilities for the project; and

WHEREAS, it is necessary for Century Link to relocate aerial telephone cable and appurtenances to allow the power line relocation by OPPD to clear the path for the Thompson Creek Channel Rehabilitation project; and

WHEREAS, the Agreement for this service is known as a Service Order;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, authorizing the execution of an agreement with Century Link for relocation of aerial telephone cable and appurtenances as part of the Thompson Creek Watershed Restoration – Channel Rehabilitation Project.

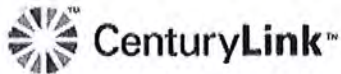
PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Contract No No
Job Authorization No E682762
CTL Affiliate: Qwest Corporation

Special Construction Proposal

Date: 8/22/2014

Billing Address:

Work Location:

Customer: City of La Vista

Parkview Watershed - Thompson Creek Project

Attention: John Kottmann

County SARPY

9900 Portal Rd

LA VISTA, NE

La Vista, NE 68128-5509

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Work will consist of digging one pit, removing 3357' of aerial cable and approximately 30 aerial service wires, placing 3357' of new aerial cable, placing 12 aerial terminals, placing 12 aerial service wires, placing 140' of new buried cable, placing new cable up 2 poles, and performing associated splicing, terminations, cutover, and testing.

Advance Payment (required before work begins): \$45,053.41

Total Charges: Forty-Five Thousand Fifty-Three Dollars and 41/100

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

CenturyLink

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
THOMPSON CREEK WATERSHED RESTORATION-BIOBLITZ EVENT MANAGEMENT AGMT. WITH MADDEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an Agreement with Chris Madden of Upstream Weeds for the inaugural Thompson Creek BioBlitz event management services that are needed for a public outreach and education component for the Thompson Creek Watershed Management. This will be for the second annual La Vista Bio Blitz currently anticipated for October 16 & 17, 2015.

FISCAL IMPACT

The funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant and/or the Nebraska Environmental Trust Grant. The agreement has a not-to-exceed cost of \$33,100.

RECOMMENDATION

Approval

BACKGROUND

In January of 2014 the City entered into an agreement with UNO to provide services to arrange and conduct a bio-blitz for the Thompson Creek Watershed Restoration project. The services were provided previously by Chris Madden working for the Nebraska Watershed Network that is affiliated with UNO. Since then, the Nebraska Watershed Network has determined that its focus should be research and not public education and outreach. Chris Madden remains affiliated with UNO and is able to engage the Community Engagement Center at UNO to provide student volunteers to help staff the event and provide assistance with project tours and presentation of information to the public during the event. Chris Madden is still very interested in the public education and outreach efforts. This is an ongoing element of the Thompson Creek Watershed Management Plan and its Project Implementation Plan which includes creating public support for the watershed management activities. One of the methods identified was conducting a bioblitz for annual species search and learning day. These services can be provided at lower cost through Chris Madden and the ability to engage UNO student volunteers rather than through private sector consultants. The bioblitz event is tentatively scheduled for October 16 & 17, 2015. The services need to get underway so that we can coordinate in sufficient time with the Papillion La Vista School District to get their participation in the events.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHRIS MADDEN OF UPSTREAM WEEDS FOR THE INAUGURAL THOMPSON CREEK BIOBLITZ EVENT MANAGEMENT SERVICES FOR PUBLIC OUTREACH AND EDUCATION FOR THE THOMPSON CREEK WATERSHED MANAGEMENT.

WHEREAS, the City Council of the City of La Vista has determined that said Services are necessary; and

WHEREAS, the funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant and/or the Nebraska Environmental Trust Grant; and

WHEREAS, the agreement has a not-to-exceed cost of \$33,100;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Agreement with Chris Madden of Upstream Weeds for the inaugural Thompson Creek BioBlitz event management services for public outreach and education for the Thompson Creek Watershed Management.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**Upstream Weeds
Contract for Services
La Vista 2015 Bio Blitz**

This Contract is entered into as of _____, 2014, by and between Upstream Weeds (Chris Madden-Principal) (hereinafter called CONSULTANT), and the City of LaVista, Nebraska (hereinafter called SPONSOR). It is understood between the parties that the services described herein will be performed by Upstream Weeds.

Section I: CONSULTANT Duties - CONSULTANT shall provide the following services:

CONSULTANT shall develop and coordinate a Bio Blitz event for SPONSOR'S Thompson Creek Watershed Restoration Project. Work activities shall include the following:

- Lead-up to event development and coordination
- Expo-style booth development
- City sponsored booths development
- Outreach to and coordination with Papillion-La Vista School District for science class participation in the event
- Children's engagement programming development
- Social media integration and other event publication efforts
- Bio Blitz tour and data acquisition and station development
- Days of event management and supervision
- Bio Blitz photographic documentation of events by photographer
- Coordination with UNO Civic Engagement Programs
- Arrange and pay for exhibitor stipends
- Arrange and pay for rental of tables and chairs
- Provide post event documentation similar to the document provided for the 2014 Bio Blitz

Section II: SPONSOR Duties – SPONSOR and related parties will provide assistance to the project as needed to complete the tasks indicated above including but not limited to:

- Furnish, erect and remove large tent for expo-style booths
- Provide publicity on City website and in City publications
- Provide access to Thompson Creek for tours

Section III: Property Rights and Information Disclosure

A. Confidential Information - CONSULTANT shall freely disclose to SPONSOR all information, data and results obtained from work performed under this Contract. Except as limited by Section III C., SPONSOR is free to use such information for its own internal purposes or to disclose such information to third parties. Provided, however, the work performed pursuant to this Contract requires disclosure of information which any party hereto considers as proprietary and confidential, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.

B. Rights In Data - Progress reports may be prepared at agreed upon periods detailing the results of the project to date. These reports will become the property of SPONSOR and will not

be distributed by CONSULTANT without written approval.

C. Publication - Any publication made by SPONSOR which includes data or information obtained from CONSULTANT in the performance of this project will be submitted to CONSULTANT ten (10) calendar days prior to planned public release for review of the content for technical accuracy and interpretation of results. If requested by CONSULTANT, SPONSOR will include a disclaimer indicating that interpretation of results is solely that of SPONSOR.

Section IV: Independent Contractor Statement

CONSULTANT and anyone that CONSULTANT hires for assistance are not and shall not be considered employees of SPONSOR. CONSULTANT shall be and remain an independent contractor and nothing contained in this Contract shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by CONSULTANT at any time on request of SPONSOR for incompetence, neglect of duty, or misconduct. SPONSOR shall have no other control over the employment, compensation or discharge of CONSULTANT's employees or agents.

Section V: Insurance

The CONSULTANT shall purchase and maintain such insurance as will protect CONSULTANT from claims set forth below which may arise out of or result from the CONSULTANT's execution of the services, whether such execution be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT or CONSULTANT's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT or CONSULTANT's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT.
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

Section VI: Indemnification

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Contract, and for any loss, cost, or damage caused thereby during the performance of this Contract.

Section VII: Term of Contract and Termination

Unless sooner terminated as provided below, this Contract commences on October 13, 2014, and ends on November 30, 2015, unless extended by mutual agreement of both parties. Either party may terminate this Contract at any time with or without cause, on thirty days written notice to the other party. In the event of any termination of this Contract, payments to CONSULTANT outlined herein shall be prorated to cover actual work performed and any non-cancelable commitments up to and including the date of termination. Termination of this Contract for any reason shall not affect any of the rights, obligations or liabilities of the parties which may have accrued or arisen prior to termination.

Section VIII: Payment for Services

In consideration of the foregoing, SPONSOR will reimburse CONSULTANT for all direct costs incurred in the performance of this Agreement, which shall not exceed the total estimated project cost of \$33,100 without written authorization from SPONSOR. The project budget is attached hereto and incorporated herein as Attachment A.

CONSULTANT will submit monthly invoices to SPONSOR for actual costs incurred in accordance with Attachment A. Payment shall be made to Upstream Weeds within thirty (30) days of receipt of invoice. Invoices shall be mailed to:

City of La Vista, Nebraska
Attn: John Kottmann, City Engineer
Public Works Department
9900 Portal Road
La Vista, NE 68128

Checks shall be made payable to Upstream Weeds and mailed to:

Chris Madden
Biological Outreach & Engagement Consultant
Upstream Weeds
3942 North 66th Street
Omaha, NE 68104-2551
Tax ID Number _____

Section IX: Notices

All notices to be given to either party under this Contract shall be sent to the following addresses:

Mr. Chris Madden
Upstream Weeds
3942 North 66th Street
Omaha, NE 68104-2551

City of La Vista, Nebraska
Attn: John Kottmann, City Engineer
Public Works Department
9900 Portal Road
La Vista, NE 68128

Section X: Assignment

This Contract is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

Section XI: Amendment

This Contract constitutes the entire understanding between SPONSOR and CONSULTANT with respect to the subject matter hereof and may not be amended except by an agreement signed by SPONSOR and the CONSULTANT.

Section XII: Governing Law and Forum

This Contract shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Sarpy County, Nebraska.

We, the undersigned, hereby warrant that we are properly authorized officers of the organization to be bound by this Contract, and that we do hereby accept the terms and conditions provided herein.

Upstream Weeds

City of LaVista, Nebraska

_____	By _____
Printed Name	MAYOR

_____	Attest:
Signature	

_____	_____
Title	CITY CLERK

_____	_____
Date	Date

ATTACHMENT "A"

Project Period: October 13, 2014 through November 30, 2015

2015 Bio Blitz is tentatively scheduled for October 16 & 17, 2015

<u>Expense Category</u>	<u>Estimated Qty.</u>	<u>Not to Exceed Cost</u>
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Salaries:

Chris Madden, Principal	1200 hours, max.	\$23,000
UNO Post Baccalaureate Intern	150 hours, max.	\$ 2,000

Out of Pocket Expenses:

Professional & Student Stipends	\$ 6,000
Day of Event Expenses	\$ 2,100

Total Expenses	\$33,100
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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
SANITARY SEWER LINING, INTERLOCAL AGREEMENT WITH CITY OF PAPILLION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Cooperation Agreement with the City of Papillion for preparing plans and specifications, and obtaining bids for sanitary sewer lining improvements in Papillion and La Vista.

FISCAL IMPACT

Plans and specifications will be prepared by in-house engineering personnel of both cities through a joint effort to prepare one set of bidding documents. Each City will be responsible to contract directly with the low bidder and to make progress payments to the contractor as they become due. The FY15 CIP budget includes funding in the amount of \$16,000 from the Sewer Fund.

RECOMMENDATION

Approval

BACKGROUND

The Capital Improvement Program includes the 69th Street Sanitary Sewer Lining project. This includes installing a liner in 400 feet of 8-inch sanitary sewer from approximately 7341 to 7401 South 69th Street. This section of sewer has a higher than average frequency of plugging due primarily to root penetration at deteriorated pipe joints and cracks. The liner is expected to eliminate the root penetration.

The proposed sewer system rehabilitation improvements require specialized construction services by out-of-town contractors that must mobilize to this area. It is of mutual economic benefit to jointly prepare plans and specifications and share in the use of the specialty contractor. The lead agent will be the City of Papillion.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPILLION FOR PREPARING PLANS AND SPECIFICATIONS AND OBTAIN BIDS FOR SANITARY SEWER LINING IMPROVEMENTS IN PAPILLION AND LA VISTA.

WHEREAS, the cities of La Vista and Papillion the section of sewer from approximately 7341 to 7401 South 69th Street has a higher than average frequency of plugging due primarily to root penetration at deteriorated pipe joints and cracks; and

WHEREAS, the proposed sewer system rehabilitation improvements require specialized construction service by out-of-town contractors that must mobilize to this area; and

WHEREAS, the cities have agreed that it is of mutual economic benefit to jointly prepare plans and specifications and share in the use of the specialty contractor; and

WHEREAS, each city will be responsible to contract directly with the low bidder and make progress payments to the contractor as they become due; and

WHEREAS, the FY15 Capital Improvement Program includes funding for this project;

NOW THEREFORE, BE IT RESOLVED, that the Mayor City Council of the City of La Vista, Nebraska authorize the execution of an Interlocal Cooperation Agreement with the City of Papillion for preparing plans and specifications and obtain bids for Sanitary Sewer Lining Improvements in Papillion and La Vista.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION ACT AGREEMENT

SEWER LINING

AMONG

THE CITY OF LA VISTA

AND

THE CITY OF PAPILLION

This agreement ("Agreement") is hereby made and entered into as of this _____ day of _____, 2014, by and among the CITY OF LA VISTA ("La Vista"), the CITY OF PAPILLION ("Papillion"), municipal corporations organized and existing under the laws of the State of Nebraska (collectively referred to hereinafter as "the Parties").

WHEREAS, La Vista owns, operates and maintains a public sanitary sewer and storm sewer collection system; and,

WHEREAS, Papillion owns, operates, maintains a public sanitary sewer and storm sewer collection system; and,

WHEREAS, the Parties desire to undertake certain storm or sanitary sewer system rehabilitation improvements in order to protect their mutual interests and pursuant to the authority granted to the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this Agreement to delineate and provide for their specific rights and obligations with respect to the design and construction of said repairs; and,

WHEREAS, the proposed sewer system rehabilitation improvements require specialized construction services by companies that must mobilize to either Papillion or La Vista and sharing in the engagement of such contractors is of mutual economic benefit to the Parties; and,

WHEREAS, Papillion and La Vista desire to share in the preparation of plans and specifications which shall be performed by personnel already employed by the Parties and therefore do not need to hire outside professional services for design and construction engineering services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this Agreement is to specify the terms and conditions upon which the Parties will prepare plans and specifications, prepare cost estimates, solicit bids and administer a construction contract for sewer rehabilitation improvements on existing sewer systems owned by the Parties.

II. RIGHTS, DUTIES, AND OBLIGATIONS OF PAPILLION

Papillion agrees to:

1. Act as the lead administrator for preparation of plans and specifications and solicitation of bids from qualified contractors for the proposed sewer rehabilitation improvements.
2. Incorporate into the plans and specifications the locations of sewer rehabilitation improvements in the City of La Vista based upon information that is provided by La Vista.
3. Provide copies of all plans and specifications to La Vista for review and approval.
4. Compile bids received and any qualifications required for bidders proposing to perform the sewer rehabilitation improvements and provide such information for review by La Vista.
5. Provide copies of any technical information supplied by the successful bidder that is relevant to the portion of the sewer rehabilitation improvements that is to be performed for La Vista.
6. Award a contract to the lowest cost, qualified bidder based upon the lowest total bid that is determined to be in the best interests of Papillion for the sewer rehabilitation improvements located in the City of Papillion.
7. Contract separately for the proposed sewer system rehabilitation improvements located in the City of Papillion and make progress payments directly to the contractor as payment becomes due.

8. Perform or arrange for construction observation and testing of the work in the City of Papillion.

III. RIGHTS, DUTIES, AND OBLIGATION OF LA VISTA

La Vista agrees to:

1. Timely review and comment on plans, specifications, and documents for the proposed sewer system rehabilitation improvements submitted by Papillion, such reviews to not be withheld or delayed unreasonably.
2. Provide information as needed to assist Papillion in preparing plans and specifications.
3. Award a contract to the lowest cost, qualified bidder based upon the lowest total bid that is determined to be in the best interests of La Vista for the sewer rehabilitation improvements located in the City of La Vista.
4. Contract separately for the proposed sewer system rehabilitation improvements located in the City of La Vista and make progress payments directly to the contractor as payment become due.
5. Perform or arrange for construction observation and testing of the work in the City of La Vista.
6. La Vista shall not be required to enter into a construction contract for any of the sewer system rehabilitation improvements upon which bids are received and shall not be liable for any costs if it does not enter into a contract for part or all of any improvements upon which bids are taken for improvements in La Vista.

IV. GENERAL CONDITIONS

1. **NONDISCRIMINATION.** None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.
2. **CAPTIONS.** Captions used in this Agreement are for convenience only.

3. APPLICABLE LAW. The Parties shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
4. INTEREST OF THE PARTIES. Each of the Parties to this Agreement covenants with the other that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this Agreement.
5. MERGER. This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type.
6. MODIFICATION. This Agreement contains the complete and entire Agreement of the parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties.
7. AMENDMENTS. This Agreement may be amended upon the actions of the Parties if done so in writing.
8. ASSIGNMENTS. A party may assign its rights under this Agreement only by written consent of the other Parties.
9. EFFECTIVE DATE. This Agreement shall become effective on the date that its execution by each and all of the Parties is complete.
10. INTERLOCAL COOPERATION ACT PROVISIONS. This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. The Agreement shall terminate upon completion of the work contemplated by the Agreement, unless the parties consent in writing to an earlier termination. Upon termination, each party shall retain ownership of the property it owns at the time of termination. This Agreement does not authorize the levying, collecting or accounting of any tax.

This Agreement is executed by THE CITY OF PAPILLION this ____ day of _____, 20__.

THE CITY OF PAPILLION

Attest:

By _____
MAYOR

CITY CLERK

This Agreement is executed by THE CITY OF La VISTA this ____ day of _____, 20__.

THE CITY OF La VISTA

Attest:

By _____
Mayor

CITY CLERK

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
PARK VIEW BLVD WEST OF 73 RD AVENUE NO PARKING ZONE DESIGNATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to establish a "No Parking Zone" on the south side of Park View Boulevard from the centerline of 73rd Avenue to the west for 90 feet.

FISCAL IMPACT

The FY15 General Fund Budget contains funds for proposed signage.

RECOMMENDATION

Approval

BACKGROUND

This proposed resolution is being recommended to prevent parking adjacent to the street planter that was recently constructed so that passengers in a vehicle do not step into the basin which is recessed below the street in order to receive and treat runoff.

The installation of a street planter was done as a demonstration project for storm water management and is part of an effort to improve water quality in the Thompson Creek Watershed. This is also a requirement as part of the grants received for the Thompson Creek Watershed Restoration project. The street planter must be constructed below the gutter line elevation of the street so that storm water can run into the planter for infiltration and filtering.

Attached is a map illustrating the existing No Parking Zone.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING A NO PARKING ZONE ON THE SOUTH SIDE OF PARK VIEW BOULEVARD IN DESIGNATED AREAS.

WHEREAS, the Mayor and City Council have determined that "No Parking Zones" are necessary, due to the construction of a street planter; and

WHEREAS, the designation of No Parking Zones is in the following location:
South side of Park View Boulevard from the centerline of 73rd Avenue to the west for 90 feet; and

WHEREAS, City Engineer and staff have reviewed the plan and recommend approval; and

NOW, THEREFORE, BE IT RESOLVED, that the "No Parking Zones" on the South side of Park View Boulevard from the centerline of 73rd Avenue to the west for 90 feet;

BE IF FURTHER RESOLVED, that the Public Works Department be, and hereby is, authorized to install the appropriate signage designating this a "No Parking Zone".

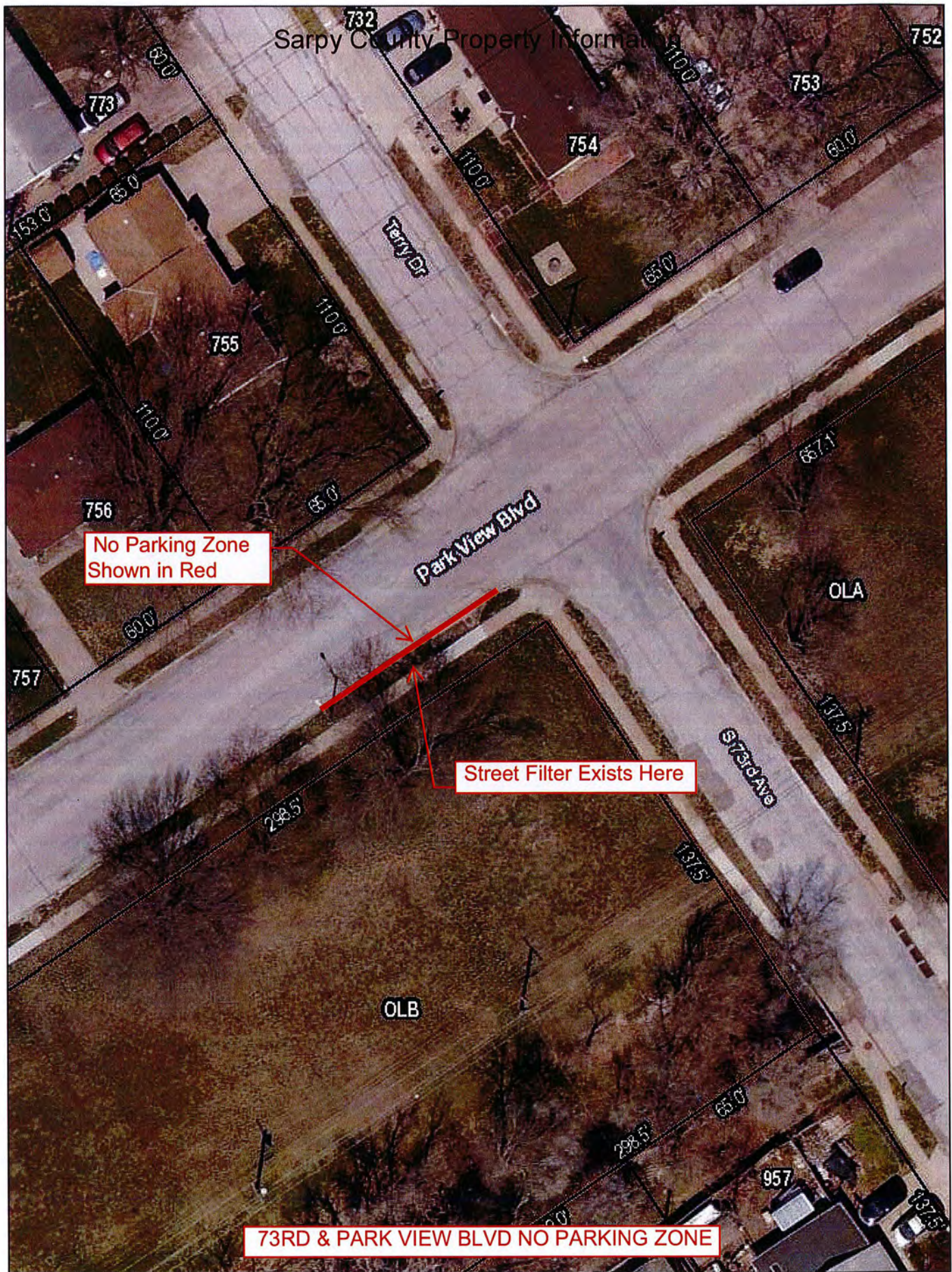
PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk



Sarpy County, Nebraska

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT — GovHR USA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve a professional services agreement with GovHR USA for the recruitment and selection of a Finance Director in an amount not to exceed \$18,800.00.

FISCAL IMPACT

FY 15 General Fund salary savings will cover this expense.

RECOMMENDATION

Approval

BACKGROUND

The professional services of an executive recruitment firm with public sector experience are necessary for the recruitment and selection of a new Finance Director. Following research and discussions with other companies GovHR USA from Northbrook, Illinois is recommended. GovHR has conducted over 450 recruitments, which focus on serving the needs of cities, counties, special districts and other governmental entities of all sizes throughout the country. Their references were highly complementary.

Quotes were requested from the following firms.

GovHR USA – Northbrook, IL	\$18,800
Hemphill Search Group, Inc., Omaha, NE	\$23,280
CPS HR Consulting, Austin, TX	\$25,000

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GOVHR USA FOR THE RECRUITMENT AND SELECTION OF A FINANCE DIRECTOR IN AN AMOUNT NOT TO EXCEED \$18,800.

WHEREAS, the City Council of the City of La Vista has determined that the selection of a consultant for the recruitment of a Finance Director is necessary; and

WHEREAS, the FY 15 General Fund salary savings will fund this expense; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures 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 approve a professional services agreement with GovHR USA for the recruitment and selection of a Finance Director in an amount not to exceed \$18,800.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



September 25, 2014

Mr. Kevin Pokorny
Director of Administrative Services
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

Dear Mr. Pokorny:

Thank you for the opportunity to provide you with a proposal for the City of La Vista's Finance Director recruitment and selection process. Effective January 1, 2014, Voorhees Associates and GovTempsUSA have combined under one company, GovHR USA. GovHR USA is co-owned by Heidi Voorhees and Joellen Earl. All of the consultants and services remain the same. We are simply combining resources to more effectively serve our clients. GovHR USA prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

QUALIFICATIONS AND EXPERIENCE

GovHR USA is a public management consulting firm serving municipal clients and other public sector entities on a national basis. We work exclusively in the public sector, offering customized executive recruitment services, as well as providing other management studies and services for communities. GovHR USA has been certified as an FBE (Female Business Enterprise) in the State of Illinois.

GovHR USA was established in 2009 as Voorhees Associates, LLC. Our headquarters offices are in Northbrook, Illinois. Heidi Voorhees, President, previously spent 8 years with the nationally recognized public sector consulting firm, The PAR Group and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 210 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service with the Villages of Wilmette and Schaumburg, Illinois, as well as the City of Kansas City, Missouri.

The firm has a total of twenty consultants, both generalists and specialists (public safety, finance, parks, etc.), who are based in Arizona, Delaware, Florida, Illinois, Michigan, and Wisconsin, as well as four reference specialists and six support staff.

Experience

GovHR USA has completed 184 recruitments since its establishment in 2009. We have 16 current recruitments in various stages of completion. Our consultants are experienced executive recruiters who have conducted over 450 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we've held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

650 Dundee Road, Suite 270, Northbrook, Illinois 60062

Local: 847.380.3240 Toll Free: 855.68GovHR (855.684.6847) Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT • INTERIM STAFFING • MANAGEMENT AND HUMAN RESOURCE CONSULTING

References

The following references can speak to the quality of service provided by GovHR USA (references marked * were conducted under the firm's previous name, Voorhees Associates):

Director of Finance recruitment

*Director of Community Development recruitment

*Fire Chief recruitment

*Director of Public Works recruitment

City of Highland Park, Illinois

David Knapp, City Manager

1707 St. Johns Ave

Highland Park, IL 60035

847-926-1000

dknapp@cityhpil.com

Director of Finance and Administration

City of Beloit, Wisconsin

Larry Arft, City Manager

100 State Street

Beloit, WI 53511

608-364-6614

arftl@beloitwi.gov

*Managing Director of Finance recruitment

*Chief Information Officer recruitment

*Fire Chief recruitment

City of Garland, Texas

Priscilla Wilson, Sr. Managing Director, HR

200 N. Fifth Street

Garland, TX 75040

972-205-2476

pwilson@ci.garland.tx.us

*City Engineer recruitment

City of Sioux City, Iowa

Robert Padmore, City Manager

405 6th Street

Sioux City, IA 51102

712-279-6109

bpadmore@sioux-city.org

Consultant Assigned

GovHR USA Vice President Steve Veitch will be responsible for your recruitment and selection process.

Stephen B. Veitch

Vice President - Southwest Region

Steve Veitch is a Vice President with GovHR USA, specializing in both executive search and management consulting assignments. He has 24 years of experience in local government planning and management, including over twelve years as a city manager. His municipal career has included service with the City of Ames, Iowa and the Villages of Downers Grove and Oak Brook, Illinois. He also has many years of service as a member or chairman of appointed municipal boards and commissions. Mr.

Veitch is the immediate past Chairman of the Planning and Zoning Commission for the City of Chandler, Arizona.

During his tenure as Village Manager for Oak Brook, Mr. Veitch led the implementation of a new budgeting and financial planning process, as well as innovative processes for planning expenditures for infrastructure maintenance and new technology, and an objectives-based system for ongoing management of municipal operations. His years of service as Village Manager for Oak Brook and Downers Grove included numerous achievements in the areas of economic development, infrastructure development, human resources management and labor relations, historic preservation, and improvement in the financial health of each community's local government. Mr. Veitch has considerable experience in management of municipal utilities, including municipal electric utilities, gained both during his career as a full time local government professional and subsequently, consulting for an electrical engineering and utility management consulting firm located in Mesa, AZ.

Throughout his municipal career Mr. Veitch was active in intergovernmental affairs, including leadership positions in the DuPage County Mayors and Managers Conference as well as service to the Illinois Municipal League. He also served on various intergovernmental task forces including the Chicago Metropolitan Mayors' Caucus Task Force on Electric Reliability, a significant effort to improve electric utility service in the Chicago metropolitan area.

In addition to his experience in municipal government, Mr. Veitch has also served two prominent national law firms in various executive capacities. For six years, he served Chicago-based Schiff Hardin LLP (210 attorneys) as its Executive Director (CAO). He later served St. Louis-based Bryan Cave LLP (1,100 attorneys) for seven years as Director of the firm's Phoenix office, including three years as Regional Director for the western U.S. and Asia. He has significant experience in law firm administration, finance, facilities, and human resources management including recruitment of attorneys at middle and senior experience levels.

Mr. Veitch holds a Bachelor of Science Degree in Urban Planning and a Master of Arts Degree in Political Science with an emphasis in Public Administration, both from Iowa State University.

SCOPE OF WORK

A typical recruitment and selection process can take 175 hours to conduct. At least 50 hours of this time is "administrative" including ad placement, acknowledgment of résumés, reference interviews, and due diligence on candidates. These tasks may take longer if someone is performing them for the first time. We believe our experience and ability to professionally administer your recruitment will provide you with the best possible outcome. GovHR USA clients are kept informed of the progress of a recruitment throughout the recruitment process. Consultants are always available to provide information and answer questions, and details of the process such as placement of advertising and applications received are discussed in regular updates via either telephone or email.

GovHR USA suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Job Announcement and Brochure Development

Phase I will include the following steps:

- **Interviews** with Mayor and Members of the City Council, the City Administrator, and the City's senior staff as well as any other individuals you deem appropriate to best understand the responsibilities, challenges, and culture of the City.

At least eight (8) hours of one-on-one interviews will be conducted with elected officials, staff and the public in order to develop our Recruitment Brochure. This important document outlines the

expectations that the City has for its next Finance Director, providing us with the information we need to target our recruitment. We understand the City has recently conducted a salary survey and will utilize this information in our discussions regarding the salary for the Finance Director.

- Development of a **Job Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable**.

Phase II – Advertising, Candidate Recruitment and Outreach

Phase II will include the following steps:

- Placement of the Job Announcement in appropriate professional online publications. In addition to public sector publications and web sites, outreach will include LinkedIn and other private sector resources. We can provide the City with placement recommendations, if so desired.
- The development of a database of potential candidates unique to the position and to the City of La Vista, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I.
- Outreach will be done through e-mail, telephone contacts, and U.S. mail as appropriate. GovHR USA consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

We will develop a matrix which identifies key traits (taken from the Recruitment Brochure) such as education, experience, and the specific skills needed for the position. We will then use these filters to screen the candidates into a group of 15 to 20 semi-finalists.

- Candidates will be interviewed by telephone or Skype to fully grasp their qualifications and experience as well as their interpersonal skills.

We personally contact all the semi-finalists and conduct about an hour long telephone interview, asking specific questions about their experience and skill set. This allows us to ask follow up questions and probe specific areas. It also provides us with an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references (two per candidate) and an internet search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR USA, ensuring La Vista's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR USA will prepare a **Recruitment Report** that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. As résumés come in all different formats, these "mini" résumés will give you a clear, consistent look at each candidate "at a glance."
- GovHR USA will provide you with a log of all candidates who applied. You may also review all of the résumés should you so desire.
- GovHR USA will meet with you to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours with you to bring the candidates to "life" by reviewing their telephone interview and providing excerpts from two (2) references we will have done on the individual.

Phase V –Interviewing Process

Phase V will include the following steps:

- At the Recommendation meeting, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample.
- GovHR USA will develop the first and second round interview questions for your review. GovHR USA will provide you with interview books that include the credentials each candidate submits, a summary of each candidate's credentials, a set of questions with room for interviewers to make notes, and an evaluation sheet to assist interviewers in assessing each candidate's skills and abilities.
- GovHR USA will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. The schedule will incorporate a tour of City of La Vista facilities and meetings with Department Heads and elected officials.

We offer a community "Meet and Greet" option, at no charge, as a means for the community to interact and get to know the candidates in an informal setting. At this "Meet and Greet," candidates would give a brief overview of themselves and answer questions from the audience.

- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks. Using the candidate's name and work experience we review the top 200 search results available from Google, as well as his/her activity (if publicly available) on Facebook, Twitter, and other social media platforms. Employment verification can also be provided if so desired.

GovHR USA recommends a two-step interviewing process with (typically) five candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and a "score sheet."

- GovHR USA consultants will be present for all of the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR USA will assist you as much as you request with the salary and benefit negotiations and drafting of employment agreement, if appropriate.
- GovHR USA will notify all applicants of the final appointment action by the Mayor and City Council, including professional background information on the successful candidate.
- GovHR USA will provide no-fee telephone follow-up and counsel to the Mayor, City Administrator and appointed Finance Director for six months following conclusion of the recruitment.

Optional 360° Evaluation

As a service to the City of La Vista, we offer the option to provide you with a proposal for a 360° performance evaluation for the new appointed Finance Director at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

On-site interviews of La Vista officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure	weeks 1-2: Oct 17-24
Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant	weeks 3-9: Oct 31-Dec 12
Consultant recommendation to Mayor of qualified candidates Deliverable: recruitment report	week 10: Dec 19
Selection of candidate finalists by Mayor; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets	week 13: Jan 9
Interviews of selected finalist candidates; Mayor selection of final candidate; negotiation, offer, and acceptance	weeks 14-16: Jan 16-30
Appointment (tentative)	week 17: Feb 3

Summary of Costs

Recruitment Fee:	\$11,500
Recruitment Expenses: (not to exceed)	5,500
Expenses include consultant travel, postage/shipping, telephone, support services, copying etc. Also includes candidate due diligence efforts.	
Advertising costs	1,800*
Total Fees:	\$18,800**

*Advertising costs over \$1,800 will be placed only with client approval. If less than \$1,800, Client is billed only for actual cost.

**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if desired, for an additional cost of \$900.

The above cost proposal is predicated upon three consultant visits to La Vista; the first for the recruitment brochure interview process; the second to present recommended candidates; and the third for the candidate interview process. Any additional consultant visits requested by the Mayor may result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows: Recruitment expenses and the costs for the Recruitment Brochure printing will be itemized with sufficient detail and invoiced as incurred. In addition, the Recruitment Fee will be invoiced in three (3) equal payments, billed during the course of the recruitment. The first invoice for the Recruitment Fee will be sent upon acceptance of our proposal. The second invoice will be sent following the recommendation of candidates and will include any expenses incurred to date. The final invoice will be sent upon completion of the recruitment assignment and will include all remaining expenses. Upon receipt of each invoice the City will approve payment in accordance with its claims procedures within forty-five (45) days of receipt.

GovHR USA Guarantee

It is the policy of GovHR USA to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the Mayor not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to La Vista beyond the planned three visits.

Upon appointment of a candidate, GovHR USA provides the following guarantee: should the selected and appointed candidate, at the request of the City of La Vista or the employee's own determination, leave the employ of the City of La Vista within the first 24 months of appointment, we will, if desired, conduct another search for the cost of expenses and announcements only.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Why Choose GovHR USA?

The heart and soul of a professional recruitment firm is the expertise it brings to its clients. GovHR USA consultants are all experienced local government executives who have demonstrated careers and

expertise that brings first hand knowledge of the disciplines in which they now consult. This knowledge can assist clients in designing the appropriate interview questions, the development of written and oral exercises to best assess candidates' abilities, and facilitation of the clients' discussion of the candidates.

Our process reflects the client's goals and objectives—therefore, the time we spend developing the Recruitment Brochure is critical in our understanding of the challenges, opportunities, and culture of the position under consideration. Our candidate assessment and interviewing skills are based on thousands of interviews over the course of our Consultants' many years of experience in the recruitment and selection field. This professional familiarity allows us to be sensitive to the nuances, not only the obvious. In addition, as experienced local government professionals, our Consultants are able to ask probing, thoughtful questions and effectively evaluate the candidates' answers. We provide the client with a diverse list of potential candidates who have been fully vetted by our staff and who are truly interested in and well-qualified for the position. We respect the confidentiality of candidates' applications and are respectful of the candidates' current employment situation when we conduct reference calls. We are not a gatekeeper—clients will be provided with a list of everyone who applied and may view the résumés should they so desire.

Our firm's executive recruitment standards embrace a professional process of integrity, trust, and respect toward all parties involved and a commitment toward meeting the expressed needs and desires of our Client. Our ultimate goal is for the client to be completely satisfied with the selected candidate.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Heidi J. Voorhees
Co-Owner
GovHR USA

ACCEPTED BY THE CITY OF LA VISTA, NEBRASKA

BY: _____

TITLE: _____

DATE: _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT — HSMC ORIZON LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to approve a professional services agreement with HSMC ORIZON LLC for financial services related to preparation for the annual audit in an amount not to exceed \$15,000.00.

FISCAL IMPACT

FY 15 General Fund salary savings will cover this expense.

RECOMMENDATION

Approval.

BACKGROUND

The recommended services are necessary to meet the required financial preparation work for the annual audit. Currently, we have limited resources available to conduct the preparation work necessary for the annual audit. After exploring several options the recommendation is to utilize the professional accounting services of HSMC Orizon LLC. HSMC Orizon has worked with the City in the past and is familiar with the City's operation and financial system. Other than the auditors we currently have a contract with, HSMC Orizon is the only other firm familiar with our operation and financial system and would be able to provide technical assistance in a timely manner prior to the annual audit.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH HSMC ORIZON LLC FOR FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$15,000.

WHEREAS, the Mayor and City Council have determined that these services are necessary to meet the required financial preparation work for the annual audit; and

WHEREAS, HSMC Orizon LLC has worked with the City in the past and is familiar with the City's operation and financial system; 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 expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve an agreement with HSMC Orizon LLC for financial services in an amount not to exceed \$15,000.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

September 23, 2014

Ms. Brenda Gunn
City Administrator
City of La Vista, Nebraska
8116 Parkview Boulevard
La Vista, Nebraska 68128

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of La Vista, Nebraska (the "City") in connection with its financial and accounting records as of and for the year ending September 30, 2014.

We will apply the procedures summarized below to assist the City in preparation for the annual audit of its financial statements as required by Nebraska State Statutes. The City is responsible for the completeness and accuracy of its accounting and financial records and for the performance of an annual audit of its financial statements.

This engagement is solely to assist the City with its year end accounting and financial reporting requirements. Our engagement will be conducted in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the administration of the City.

Consequently, we make no representation regarding the sufficiency of the procedures as summarized below, either for the purpose of this engagement or for any other purpose. If for any reason we are unable to complete the procedures, we will describe the restrictions on our performance in a separate report to you. Because this consulting engagement does not constitute an examination or audit, we will not express an opinion on the accounting information or financial records of the City as part of this engagement. The purpose of this engagement is to gather, organize and assemble the City's accounting records to facilitate an efficient audit. In addition, we have no obligation to perform any additional procedures beyond those summarized below.

We will perform the following procedures:

1. Prepare and/or obtain supporting documentation for the net asset account balances of each fund for the City of La Vista;
2. Propose adjusting journal entries for variances identified;
3. Propose entries to convert the City's cash basis general ledger to a modified accrual basis of accounting for preparation of the fund financial statements;
4. Propose entries for the conversion from the modified accrual basis of accounting to a full accrual basis of accounting for preparation of the government-wide financial statements;
5. Meet with City management and BKD's audit team, as needed, to discuss implementation of new standards, presentation of the accounting information and any other topics that would improve the accounting process.

City of La Vista, Nebraska
September 23, 2014
Page Two

Our fees for this service will be based on our standard hourly rates of the professional personnel assigned to this engagement plus out of pocket costs. We have included as an attachment, resumes for the two individuals from our firm that will be the main contacts for this engagement.

We estimate that our fee for performing this service will be approximately \$15,000. However, the actual amount of time to perform this service can not be fully determined due to the uncertainty of the condition of the accounting records during the fiscal year. If additional time beyond this estimate is required, we will inform you immediately upon such determination and revise our estimate accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Below is a summary of the hourly rates for these individuals and their estimated hours for this project:

Partner	20 hours	\$245 per hour
Supervisor	100 hours	95 per hour
Other professionals	As needed	95 per hour

This fee estimate is based on the anticipated assistance and cooperation of City personnel, including printing reports, pulling invoices, gathering contracts and agreements and similar requests of information.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at your convenience. If you agree to the terms as outlined in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Jodi L. Rinne, CPA
For the Firm

RESPONSE:

This letter sets forth the understanding of the City of La Vista.

By: _____

Printed Name: _____

Title: _____

Date: _____

RESUMES

ATTACHMENT

Jodi L. Rinne, CPA

Engagement Partner

Background and Experience

Jodi is the Partner in Charge of Accounting and Assurance Services for HSMC Orizon LLC with over twenty years of experience. Before joining the firm in 2000, Jodi worked for eight years at PriceWaterhouseCoopers, LLC.

In servicing her clients through both financial statements audits as well as special projects, Jodi has developed an in-depth knowledge of the unique characteristics of the governmental industry. As Partner in Charge of Accounting and Assurance Services, Jodi is either the engagement partner or concurring partner on all of our assurance engagements.

When our firm previously performed the audit and consulting work for the City of La Vista, Nebraska, she was the engagement partner and therefore has extensive knowledge of the City's operations.

Professional Affiliations, Education and Licenses

- AICPA National Peer Review Board Member
- Grantee Board for Dodge County Head Start (served as the Chairman for a three-year term)
- CREW Omaha Metro, Board of Directors, Treasurer
- Midland University Board of Trustees (2008—2011)
- Member of the American Institute of Certified Public Accountants
- Member of the Nebraska Society of Certified Public Accountants (currently serving on the Continuing Professional Education Committee)
- Bachelor of Science in Business Administration from Midland Lutheran College

Catherine Demes Maydew, CPA, MBA, CISA, CGMA

Supervisor

Background and Experience

Catherine began her career with a Big 4 CPA firm, spending 5 ½ years in public accounting. After her public accounting career, she served as a Director of Finance, Vice President of Finance and Chief Financial Officer for several leading organizations in the Omaha area.

Professional Affiliations, Education and Licenses

- Omaha Academy of Ballet Board Member
- St. John Greek Orthodox Church Audit Board
- Joslyn Castle Board Member
- Member of the Nebraska Society of Certified Public Accountants
- Member of the Association of Government Accountants
 - Recipient of the AGA's 2010 National Chapter Service Award
- Bachelor of Science in Accounting from DePaul University
- MBA from Creighton University with an emphasis in IT

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION: COMMUNITY GARDEN PROPOSAL	RESOLUTION ORDINANCE RECEIVE/FILE ◆ DISCUSSION	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR DIRECTOR COMMUNITY SERVICES

SYNOPSIS

This is a discussion item regarding a Community Garden program.

FISCAL IMPACT

Minimal internal costs for Public Works to construct raised beds.

RECOMMENDATION

N/A

BACKGROUND

There has been interest expressed regarding the potential of the City implementing a Community Garden program. Over the last several months the internal Park Planning Committee has been meeting to discuss and research this possibility. (Members of the Committee include Ann Birch, Brian Lukasiewicz, Chris Solberg, Joe Soucie, John Kottmann, Scott Stopak and myself.)

Attached you will find a draft of rules and guidelines that the Committee put together for such a program. We have identified three parks in the City where garden spots could be offered to citizens who would like to participate—Hollis Park located at 75th & Joseph Street, Camenzind Park located on Wood Lane Drive, and Jaycee Park located on Harvest Hills Drive. These parks were chosen based on the availability of accessible space and a water source. A minimal annual plot rental fee of \$20 is proposed.

If this is something Council would like to pursue we would include information in the upcoming newsletter as well as do some additional outreach and marketing to get the program off of the ground.



La Vista Community Gardens

Rules and Guidelines

The City of La Vista Community Gardens Program is a garden plot rental program. Residents participating in the program enjoy nature, plant flowers, grow fruits and vegetables for food, and get exercise from the practice of gardening. The Community Gardens Rules and Guidelines provide the gardeners, their families, and the entire gardening community with basic principles for a successful garden plot program.

TABLE OF CONTENTS

- I. Purpose of the Program
- II. Gardener Eligibility
- III. Rules
- IV. Guidelines
- V. Administration

I. Purpose of the Program

The City of La Vista will provide residents the opportunity to participate in a community gardening experience through the Community Gardens Program. Garden plots are available in the following parks:



Camenzind Park, 7120 Wood Lane Drive

Hollis Park, 7521 Joseph Street

Jaycee Park, 7323 Harvest Hills Drive

Garden plots are raised beds and measure **4 feet by 12 feet**; a few smaller plots, **4 feet by 8 feet**, are available at some locations. Gardening is permitted when the park is open, generally from dawn to dusk.

The rules and guidelines for the Community Gardens Program ensure that all participating gardeners have the opportunity for a positive gardening experience, that garden plot sites are an asset to the community, and that all plots are used in a productive manner. By following the rules and guidelines, you show that you want to garden successfully in a community garden plot program. All gardeners agree to follow the rules and guidelines of the Community Gardens Program.

II. Gardener Eligibility

The following criteria establish eligibility for having a garden plot:

1. You must be a resident of La Vista. If you move from the city, you forfeit your plot at the end of the growing season.
2. You must sign and return the rental contract with a **\$20** payment by **February 1st**.
3. Only one garden plot per household unless plots are still available by the end of the sign-up period.
4. Food grown in the rental garden plots is for personal consumption only. Food may not be grown for commercial purposes.
5. You must agree to comply with rules identified in Section III for the duration of the rental period.



III. Rules

Below are the rules that govern the program. When gardeners sign up for the program, you acknowledge that you have read and understood the following rules.

1. All gardening activities must be contained within the plot boundaries as marked by the City.
2. Prepare your plot for gardening and begin planting any time weather permits in the spring. Complete fall clean-up by November 15. Removal of dead plants and plant supports are typical clean-up activities.
3. If used, fences may only consist of mesh fence materials and may be no taller than **2** feet.
4. Simple, non-permanent structures, such as trellises (maximum of 4 feet high), plant supports and containers are permitted. Neither solid walls nor roofs are permitted.
5. Poured concrete may not be used to anchor fence posts or other structures.
6. Gardeners may not dig channels or create berms outside of their plots.
7. Mulches that are non-biodegradable (such as stone or carpet) are prohibited.
8. All woody plants, such as trees, shrubs, woody vines, etc., are prohibited. If a gardener's plant extends and/or creates shade in a neighboring plot, the gardener may be asked to remove or relocate the plant.



9. If you must use a pesticide, you **MUST** follow these rules.
 - a) **ONLY GRANULAR PESTICIDES ARE PERMITTED.** Apply according to the label – do not increase the dose or frequency.
 - b) **READ THE LABEL.** It is against federal law to use a pesticide on a pest or crop that is not listed on the label.
 - c) **NO restricted pesticide (pesticides requiring a permit).**
 - d) **Research the pest and the guidelines for managing it.**
 - e) **NO pesticides or fertilizers may be stored anywhere in the garden plot.**

10. Flamers or torches for weed control are not permitted.
11. Baiting or trapping animals is not permitted.
12. Place all trash and plant debris that you do not compost within your plot in the trash receptacles located in the park. **DO NOT** dump plants or trash anywhere outside of your plot or in the surrounding park or neighborhood.
13. Gardeners may not store excess lumber, fencing or other materials not needed for gardening at their plots.
14. Garden plots are to be maintained throughout the season with active planting, harvesting and weeding.
 - a) Fences are to be kept in good condition: posts upright; replace severely rusted wire, etc.
 - b) Keep weeds under control and keep weeds off fences.
 - c) Remove dead or diseased plants, litter, and other debris as soon as it occurs.
15. Do not block off garden paths and aisles with structures, equipment or debris.



16. Gardeners who are not in compliance with these rules will:

- a) Receive a notice by mail, email and/or phone from the City;
- b) Have 7 calendar days to correct the problem upon receipt of the notice; and,
- c) If the problem(s) is/are not corrected or addressed within the allotted time frame, the garden plot may be reclaimed and reassigned.



IV. Guidelines

These guidelines are designed to make gardening enjoyable and successful for you and your garden plot neighbors. For more gardening information, visit the UNL Extension website, <http://byf.unl.edu/>

1. Fences

Fences are not required. If a gardener chooses to erect a fence, it must be located on the **inside of the planter box**. The gardener supplies the materials and labor.

- a) Fence posts may be wood or metal, and may be up to **2** feet tall and up to **2** inches wide. Posts must be placed deep enough into the soil to securely anchor the post. **NO poured concrete may be used**. Metal fence posts with a flange at the base are highly recommended.
- b) The maximum fence height is **2** feet. Fencing materials must be open mesh for all fences between plots.
- c) Plots not in compliance with fencing and structure rules may be reclaimed.

2. Structures

The gardener supplies the materials and labor for non-permanent structures.

- a) Simple trellis structures are permitted if they do not shade other gardens. DO NOT use poured concrete for anchoring. Neither solid walls nor solid roofs are permitted.
- b) Storage bins for tools are NOT permitted to be left at the garden – tools should be brought with you when you come and taken away when you leave.
- c) Row covers are permitted. Please anchor them to prevent blowing away, and store them when not in use.
- d) Cold frames are permitted if they are no larger than 30 inches **wide** by 30 inches **high** by 60 inches **long**, and covers are made of sturdy plastic not glass.

3. Making Good Plant Choices

Gardeners may grow a wide variety of fruits, vegetables, herbs and flowers. Choosing from among the wide range of plants for the garden is challenging and fun! The guidelines below will help you make good choices for gardening in a community garden program. Talk to your gardening neighbors to share ideas for good plant choices for success.



- a) Perennials such as asparagus, rhubarb, and many desirable flowers are permitted. Divide them as needed to manage their size. Take them with you when you leave the garden plot program.
- b) Herbaceous vines are permitted.
- c) No plants on the list of Invasive Plant Species of Nebraska, <http://nematode.unl.edu/neplants.htm>
- d) Some desirable plants can be weedy, such as raspberries, blackberries, mints, morning glories and fennel. Please keep these plants 1 foot or more away from the plot boundaries. Grow plants like mint in pots to contain them. Remove and throw away seed heads before the seeds ripen. Take the plants with you when you leave the garden plot program.
- e) Gardeners may plant a fall crop or cover crop after the summer season.

4. Mulch

Using mulch in your garden plot has many benefits. As organic mulches break down, they add valuable nutrients to your soil. You will need less fertilizer. They also help conserve water.

- a) Organic mulches, such as compost, leaves, straw, and shredded bark are highly recommended to conserve water and add nutrients to the soil.
- b) Plastic and porous weed blocker covers are permitted, but need to be secured to the ground to prevent them from blowing away.
- c) Composting plant materials **within the plot** is an excellent way to reduce trash and conserve nutrients. Do not compost food scraps (such as meat, oils, or fat), as this attracts animals.
- d) Avoid fresh manure which may contain weed seeds, smells bad, and may have sanitary issues that could affect neighboring plots. Composted manure is permitted.
- e) Garden plot renters may obtain **free mulch** at the La Vista Public Works facility, 9900 Portal Road, during regular working hours; phone 402-331-8927.

5. Watering

The community garden plot sites have water faucets where gardeners may attach their own hoses. Many gardeners must share the same faucet. We recommend using water conservation methods such as mulching and selecting plants that use less water.



- a) Hoses may not be stored at the community garden; you may bring your own hose or bucket for watering.
- b) If using a hose, you should have a Y-splitter to attach to the main faucet while watering. This will enable another gardener to water simultaneously.
- c) Hoses may not be strung across or on other gardeners' fences without their permission.
- d) All gardeners should be considerate when using the water. If someone is waiting to water, please limit your time to 15 minutes.
- e) Fix leaky hoses and leaky connections so water is not wasted or cause a problem with soggy spots in other plots or common areas. **Please report water faucet problems to Public Works at 402-331-8927.**
- f) Standing water or excessively wet spots are breeding grounds for mosquitoes, which are a health hazard. Empty all containers and store them upside down.

6. Managing Pests

There are many potential pests in the garden, such as weeds, insects, fungi, small mammals, etc. Most can be controlled using good gardening practices. We ask all gardeners to try these actions first.

Remember the garden plot community is like a crowded neighborhood. Your actions can affect everyone. Please use any commercial pesticide very sparingly and only as a last resort. See the **Rules** section for specific guidance on pesticide use.

- a) Choose plant varieties that are appropriate for our area and are resistant to pests.
- b) Keep plants healthy by using compost for fertilizer and mulches to retain water. Over-watering can cause diseases to increase.
- c) Remove unwanted insects by hand, such as caterpillars and beetles. Some insects are beneficial, such as ladybugs.
- d) Clean up and dispose of dead and diseased plants immediately.
- e) Get ideas from the extension service, your fellow gardeners, the internet, or books and magazines to help you resolve your pest problems safely.



Small mammals, such as mice, voles, rabbits, squirrels and groundhogs can be a problem. Barrier methods, such as fencing below the soil line and netting, may help protect your crops.

V. Administration

1. Program Management

The La Vista Community Gardens Program is managed by **Dave Karlson** who can be reached by phone at **402-331-3455** or by email at dkarlson@cityoflavista.org. You may also download program information via the City's website at <http://www.cityoflavista.org/>

2. Rental Procedures

- a) Garden Plots are rented on an annual basis from February 1 through January 31.
- b) Rental contracts are available on-line or by calling **402-331-3455**. Contracts must be mailed or returned to the Community Center with the **\$20** payment (cash, check or credit card accepted) by February 1st.
- c) Gardeners in good standing will be given priority for renewals. At that time a gardener may request a trade to a different plot, if any is available.
- d) As a garden plot renter, the gardener and family members agree to abide by the rules and guidelines of the program.



3. Inspections

- a) The City may inspect and send written notices to gardeners whose plots are not in compliance with the rules, who interfere with neighbors; or, whose plots are not used appropriately.
- b) The City will contact the garden plot renter to address problems.
- c) Gardeners who fail to address a rules violation will risk losing their garden plot rental.

4. Plot Return Policy

- a) Gardeners may return their plots at any time by contacting the City; call **Dave Karlson** at **402-331-3455**.
- b) Garden plot renters may not give away or sublet their rented plot to other renters. All garden plot trades or plot rental terminations must be managed by the City.
- c) Fees are not returned or prorated if a garden plot is returned early or if it is reclaimed.

5. Safety

- a) Renters garden at their own risk.
- b) Since all plot locations are in public parks, the public cannot be banned from these areas.
- c) The City of La Vista assumes no responsibility for any loss or damage to personal property, plants or produce at the garden.
- d) Should you observe illegal activities, such as theft, alcohol use, malicious damage, etc., please contact the La Vista Police Department at their non-emergency number 402-331-1582. You may file a report at the Police Department, 7701 S. 96th Street.

Be a good community garden member and enjoy the benefits of gardening!