

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING August 5, 2008

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on August 5, 2008. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, Finance Director Lindberg, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on July 24, 2008. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

### APPOINTMENT – CITIZEN ADVISORY REVIEW COMMITTEE – COURTNEY DUNBAR - FILL VACANCY

Mayor Kindig stated that with the approval of Council he would like to appoint Courtney Dunbar to the Citizen Advisory Review Committee to fill a vacancy. Councilmember Gowan motioned the approval, seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: Quick. Motion carried.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL WORKSHOP MINUTES FROM JULY 14, 2008
  3. APPROVAL OF CITY COUNCIL MINUTES FROM JULY 15, 2008
4. APPROVAL OF CITY COUNCIL WORKSHOP MINUTES FROM JULY 16, 2008
5. APPROVAL OF SAFETY COMMITTEE MEETING MINUTES FROM APRIL 8, 2008
  6. KEYSTONE TRAIL – LA VISTA LINK
    - a. PAY REQUEST NO. 10 FROM THOMPSON, DREESSEN & DORNER INC. FOR PROFESSIONAL SERVICES - \$2014.28
7. PAY REQUEST FROM BERINGER CIACCIO DENNELL MABREY FOR PROFESSIONAL SERVICES – CART CORRAL DESIGN - \$471.25
8. PAY REQUEST FROM LEAGUE OF NEBRASKA MUNICIPALITIES FOR MEMBERSHIP DUES - \$21,867.00
9. PAY REQUEST NO. 1 FROM LINHART CONSTRUCTION, INC. FOR 78<sup>TH</sup> & HARRISON STREET RETAINING WALL RECONSTRUCTION - \$58,714.23
10. PAY REQUEST FROM YDM, INC. PROFESSIONAL SERVICES - \$7,847.00
11. APPROVAL OF CLAIMS

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

A.S.P. ENTERPRISES, Street Maint.	33.00
ACTION BATTERIES, Vehicle Supplies	74.95
ADT SECURITY, Contract Services	228.16
AMERICAN PLANNING ASSN, Dues	365.00
AMERICAN RED CROSS, Contract Services	100.00
AMSAN, Supplies	90.24
ANDERSON FORD LINCOLN MERCURY, Vehicle Maint.	39.02
AQUA-CHEM, Chemical Supply	172.50
AQUILA, Utilities	50.48
ARAMARK UNIFORM, Contract Services	328.87
ASPHALT & CONCRETE MATERIALS, Street Maint.	84.29

# MINUTE RECORD

August 5, 2008

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

ASSOCIATED FIRE PROTECTION, Supplies	222.00
BAKER & TAYLOR BOOKS, Books/Media	2,480.22
BAKER, MARCUS, Auto Allowance	50.00
BEACON BUILDING SERVICES, Contract Services	6,737.00
BENNINGTON IMPLEMENT, Vehicle Maint.	667.86
BENSON RECORDS MANAGEMENT, Contract Services	56.56
BEST EXPRESSIONS, Supplies	135.15
BETTER BUSINESS EQUIP. Equip Rental	40.30
BIRCH, ANN, Auto Allowance	50.00
BOBCAT, Vehicle Maint.	50.01
BRODART, Books	12.13
BUETHE, PAM, Auto Allowance	100.00
BUSINESS INTERIORS, Furniture	3,613.96
CARDMEMBER SERVICE, Training/Supplies/Travel	2,470.07
COCA-COLA, Concessions	810.02
COMP CHOICE, Professional Services	1,504.50
CONTROL MASTERS, Bldg & Grnds	652.50
CORNHUSKER INTL, Vehicle Maint.	34.86
COX, Contract Services	102.60
D & D COMMUNICATIONS, Vehicle Maint.	549.56
DIAMONDS GROUNDSKEEPER, Vehicle Maint.	448.00
DULTMEIER SALES & SERVICE, Vehicle Maint.	19.38
ED M. FELD EQUIPMENT, Equip Repair	225.00
EDGEWEAR SCREEN PRINTING, Wearing Apparel	395.00
ELECTRONIC ENGINEERING, Vehicle Maint.	15.41
ERICKSON, RANDALL, Auto Allowance	100.00
FAGIN, KAREN, Travel	470.84
FARQUHAR, MIKE, Auto Allowance	100.00
FASTENAL, Vehicle Maint.	39.54
FEDEX KINKO'S, Printing	166.75
FILTER CARE, Vehicle Maint.	90.00
FIRMATURE, STEVE, Contract Services	72.00
FISHER EQUIPMENT, Traffic Signs	753.56
FITZGERALD SCHORR BARMETTLER, Professional Services	21,760.62
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,249.00
GALE, Books	46.43
GALL'S, Wearing Apparel	134.99
GCR OMAHA TRUCK TIRE CENTER, Vehicle Maint.	384.00
GOLDMAN, JOHN, Travel/Phone	276.00
GRAINGER, Bldg & Grnds	361.05
GRAYBAR ELECTRIC, Bldg & Grnds	12.10
GUNN, BRENDA, Auto Allowance	300.00
H & H CHEVROLET, Vehicle Maint.	78.55
HANEY SHOE STORE, Wearing Apparel	120.00
HARLEY DAVIDSON, Vehicle Maint.	11.00
HEARTLAND AWARDS, Supplies	26.00
HEARTLAND TIRES AND TREADS, Vehicle Maint.	900.00
HELGET GAS, Squad Supplies	73.00
HOCKENBERGS, Bldg & Grnds	10.02
HOLIDAY INN, Travel	267.80
HOST COFFEE, Concessions	24.00
HUSKER MIDWEST PRINTING, Printing	537.25
HYDROLOGIC WATER MANAGEMENT, Bldg & Grnds	60.84
HY-VEE, Supplies	159.63
IAFC-INTL ASSN OF FIRE CHIEFS, Dues	190.00
IIMC, Dues	75.00
INDUSTRIAL SALES, Bldg & Grnds	355.54
INTERNATIONAL CODE COUNCIL, Training	495.00
INTERSTATE ALL BATTERY, Equip.	22.49
IOWA STATE UNIVERSITY, Books	999.00
IWAN, ROSE, Auto Allowance	45.00
J Q OFFICE EQUIPMENT, Contract Services	838.60
JOHN DEERE LANDSCAPES, Supplies	207.44
KINDIG, DOUGLAS, Phone/Auto Allowance	250.00
KLINKER, MARK, Professional Services	200.00
KRIHA FLUID POWER, Vehicle Maint.	111.18
LANDSHIRE, Concessions	287.38
LAUGHLIN, KATHLEEN, Payroll Withholdings	372.00

# MINUTE RECORD

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

August 5, 2008

LIFE ASSIST, Squad Supplies	101.71
LINDBERG, SHEILA, Travel	90.90
LINWELD, Supplies	97.93
LOGAN CONTRACTORS, Wearing Apparel/Street Maint.	160.94
LUKASIEWICZ, BRIAN, Phone	40.00
MAX I WALKER CLEANERS, Uniform Cleaning	162.85
METRO AREA TRANSIT, June Fees	527.00
METROPOLITAN COMMUNITY COLLEGE, Utilities//Contract Services	13,075.89
MID AMERICA PAY PHONES, Phone	150.00
MID CON SYSTEMS, Bldg & Grnds	173.70
MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds	508.80
MILLER BRANDS, Concessions	169.80
MILLER PRESS, Printing	156.00
MINITEX - CPP, Supplies	445.00
MOCIC MID-STATES ORGANIZED, Training	460.00
MOTOROLA, Equipment	222.48
MUD, Utilities	1,372.00
NE DEPT OF REVENUE, Lottery Tax	74,230.11
NEBRASKA AIR FILTER, Bldg & Grnds	589.32
NEBRASKA FIRE CHIEF'S ASSN, Dues	20.00
NEBRASKA NATIONAL BANK, Cart Lease	660.00
NEBRASKA STATE VOLUNTEER, Dues	960.00
NEBRASKA TURF PRODUCTS, Supplies	214.75
NEWMAN TRAFFIC SIGNS, Traffic Signs	66.52
NEXTEL COMMUNICATIONS, Phone	564.47
NOBBIES, Deferred Revenue	40.38
OFFICE DEPOT, Supplies	882.33
OMAHA COMMUNITY PLAYHOUSE, Summer Reading Program	200.00
OMAHA COMPOUND, Bldg & Grnds	242.62
PACIFIC REALTY COMMERCIAL, Contract Services	500.00
PAPILLION SANITATION, Contract Services	200.09
PAPILLION TIRE, Vehicle Maint.	40.60
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	503.18
PAULSON, KATJA, Refund	39.00
PAYLESS OFFICE PRODUCTS, Supplies	446.60
PETTY CASH-PAM BUETHE, Vehicle Maint/Supplies/Travel	188.30
PITNEY BOWES, Supplies	275.48
PRECISION INDUSTRIES, Vehicle Maint.	66.72
PREMIER-MIDWEST BEVERAGE, Concessions	134.25
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	155.25
PROPERTY SERVICES, Supplies	64.00
QUALITY BRANDS, Concessions	695.10
QUILL CORPORATION, Supplies	290.83
QUINN, JEFF, Summer Reading Program	150.00
QWEST, Phone	1,065.23
RAMIREZ, RITA, Auto Allowance	75.00
RECREONICS INC ETAL, Supplies	43.23
ROSE EQUIPMENT, Vehicle Maint.	264.48
SAPP BROS, Vehicle Maint.	199.47
SARPY COUNTY COURTHOUSE, Contract Services	3,234.94
SARPY COUNTY ELECTION COMSSNR, Ballot Cost	1,826.94
SARPY COUNTY TREASURER, Contract Services	12,678.75
SMITH, MELANIE, Auto Allowance	100.00
SOUCIE, JOSEPH, Travel/Phone	321.00
SPRINT, Phone	90.23
SUN COUNTRY DISTRIBUTING, Equipment	141.98
SUN LIFE & HEALTH INSURANCE, Payroll Withholdings	1,758.82
SUPERIOR LAMP, Bldg & Grnds	244.56
TANGEMAN, JODI, Auto Allowance	33.00
TARGET BANK, Supplies	347.92
TEAMBANK, Fees	874.17
TED'S MOWER SALES & SERVICE, Equip. Maint.	383.72
THERMO KING CHRISTENSEN, Vehicle Maint.	115.12
THOMPSON DREESSEN & DORNER, Professional Services/Planning	19,304.46
TURFWERKS, Vehicle Maint.	25.87
U S ASPHALT COMPANY, Street Maint.	1,209.50
UNITED SEEDS, Maintenance	150.00
UPSTART, Supplies	40.00

# MINUTE RECORD

August 5, 2008

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

USPS, Postage	1,350.99
VERIZON, Phone	35.59
VIERS, STEVE, Auto Allowance	100.00
WAL-MART, Supplies/Concessions/Bldg & Grnds	335.45
WASTE MANAGEMENT, Contract Services/Bldg & Grnds	1,966.65
WICK'S STERLING TRUCKS, Vehicle Maint.	4.49

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez informed Council the LARM Board set rates, and the City of La Vista will see a \$32,000 reduction. Rates for workman's compensation went down, while liability rates increased. The Workman's Compensation mod went down 29 points.

Police Chief Lausten informed Council the new Safety Committee held their second meeting in July. The Committee is looking at ways to improve the City's wellness program.

Lausten informed Council of an indecent exposure incident in one of the City Parks.

Lausten informed Council that National Night Out is tonight, Tuesday, August 5th.

Fire Chief Uhl informed Council that last year, the City was missing equipment that put the City in violation of OSHA and NFPA regulations. This new equipment which is shared between Sarpy, Douglas, and Washington counties will allow the proper fitting of face masks for each firefighter.

Public Works Director Soucie informed Council that he would be attending the National APWA Conference on August 14th. He will be going early to help in building houses for habitat for humanity.

Soucie informed Council the Harrison Street retaining wall project is complete. He stated that Harrison Street paving project is proceeding on schedule, and other City re-paving projects are in progress.

Library Director Iwan gave preliminary summer reading program numbers. There were 481 children registered representing more than 50 schools. 1864 children participated in programs during the 8 weeks of the summer program. There were 15 presenters and guest readers including the Mayor and some City Council members. There were 434 entries into the weekly contests and 755 entries for the final prizes of which there were 12. As of today 25 children completed all 8 reading logs. Iwan will give a final report on the summer reading program and the teen program at the next city council meeting.

## B. FISCAL YEAR 08/09 MUNICIPAL BUDGET

### 1. PUBLIC HEARING

At 7:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Fiscal Year 08/09 Municipal Budget.

Ralph Healey of La Vista addresses the Mayor and Council regarding his concerns with taxation.

At 7:12 p.m. Councilmember McLaughlin made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### 2. APPROPRIATIONS ORDINANCE – FIRST READING

Councilmember Sell introduced Ordinance No. 1065 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2008 AND ENDING ON SEPTEMBER 30, 2009; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sheehan made a motion to approve Ordinance No. 1065 on its first reading and pass it on to a second reading. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

# MINUTE RECORD

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

August 5, 2008

## 3. MASTER FEE ORDINANCE – FIRST READING

Councilmember Carlisle introduced Ordinance No. 1066 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1044 AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING, SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Quick made a motion to approve Ordinance No. 1066 on its first reading and pass it on to a second reading. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## C. RESOLUTION – AWARD OF CONTRACT - ANNUAL FINANCIAL AUDIT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 08-066: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH THE AUDITING FIRM OF ORIZON CPAs LLC, OMAHA, NEBRASKA TO PREPARE THE CITY'S FINANCIAL STATEMENTS AND CONDUCT THE KENO AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2008 WITH A RENEWAL OPTION AND IN AN AMOUNT NOT TO EXCEED \$12,545.00

WHEREAS, the City of La Vista solicited proposals for audit services associated with the preparation of the financial statements, annual financial audit and keno audit and received two proposals in response to its request; and

WHEREAS, City of La Vista Staff has reviewed the proposals and recommend Orizon CPAs LLC, Omaha, Nebraska for the preparation of the financial statements and the Keno audit for the fiscal year ending September 30, 2008 with a renewal option

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a contract with Orizon CPAs LLC, Omaha Nebraska in an amount not to exceed \$12,545.00 for the preparation of the City's financial statements and the City's quarterly and annual keno audit and agreed upon procedures, with a renewable option that is negotiated at the sole discretion of the City, and also authorize the Mayor to execute said contract.

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

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-067: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH THE AUDITING FIRM OF BDK LLP, OMAHA, NEBRASKA TO CONDUCT THE CITY OF LA VISTA'S ANNUAL FINANCIAL AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2008 WITH A RENEWAL OPTION AND IN AN AMOUNT NOT TO EXCEED \$46,500.00

WHEREAS, the City of La Vista solicited proposals for audit services associated with the preparation of the financial statements, annual financial audit and keno audit and received two proposals in response to its request; and

WHEREAS, City of La Vista staff has reviewed the proposals and recommend BDK LLP, Omaha, Nebraska for the City's Annual Financial Audit for the fiscal year ending September 30, 2008 with a renewal option.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a contract with BDK LLP, Omaha, Nebraska, in an amount not to exceed \$46,500 for the auditing of the City's fiscal year ending September 30, 2008, with a renewable option that is negotiated at the sole discretion of the City, and also authorize the Mayor to execute said contract.

# MINUTE RECORD

August 5, 2008

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

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

## **D. APPOINT KENO OPERATOR AND APPROVE AGREEMENT**

### **1. EXECUTIVE SESSION – STRATEGY SESSION/NEGOTIATING GUIDANCE – KENO LOTTERY**

At 7:17 p.m. Councilmember McLaughlin made a motion to go into executive session for protection of the public interest for a Strategy Session/Negotiating Guidance – Keno Lottery. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:20 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session, noting that the discussion in executive session was limited to the subject matter contained in the original motion. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

### **2. RESOLUTION – APPOINT KENO OPERATOR AND APPROVE AGREEMENT**

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-068: A RESOLUTION OF THE CITY OF LA VISTA, NEBRASKA, APPOINTING LA VISTA, KENO, INC. AS THE OPERATOR OF THE CITY OF LA VISTA KENO LOTTERY AND APPROVING THE LOTTERY OPERATOR AGREEMENT COMMENCING OCTOBER 1, 2008.

WHEREAS, the term of the current keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated July 22, 1998, as amended, expires September 30, 2008; and

WHEREAS, the City of La Vista issued a request for proposal and proposal specifications for operation of the City's keno lottery commencing October 1, 2008; and

WHEREAS, the City Clerk has taken and reviewed bids and recommends appointment of La Vista Keno, Inc. as the operator of the City's keno lottery commencing October 1, 2008, subject to the conditions specified below.

NOW, THEREFORE, BE IT RESOLVED:

1. The Lottery Operator Agreement in form and content presented at this meeting is hereby approved, subject to finalization and attachment of Exhibits described in said agreement in form and content satisfactory to the City Administrator, and such further modifications as the City Administrator determines necessary or appropriate ("Approved Lottery Operator Agreement").

2. La Vista Keno, Inc. is hereby appointed the operator of the City's keno lottery commencing October 1, 2008, subject to La Vista Keno, Inc. executing and delivering to the City Clerk the Approved Lottery Operator Agreement no later than August 8, 2008.

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

## **E. RESOLUTION – AMENDMENT #1 TO INTERLOCAL AGREEMENT – HARRISON STREET**

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-069: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AMENDMENT #1 TO INTERLOCAL AGREEMENT FOR THE IMPROVEMENT OF HARRISON STREET FROM 47<sup>TH</sup> STREET TO 71<sup>ST</sup> STREET; ORIGINALLY ENTERED INTO ON FEBRUARY 7, 2006 BY THE CITIES OF OMAHA, BELLEVUE, LA VISTA; SARPY COUNTY AND DOUGLAS COUNTY, PARTS OF WHICH ARE IN THE JURISDICTION OF EACH OF THE ENTITIES.

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

# MINUTE RECORD

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

August 5, 2008

WHEREAS, Omaha, Bellevue, La Vista, Sarpy County and Douglas County entered into a agreement dated February 7, 2006 to improve Harrison Street from 47<sup>th</sup> Street to 71<sup>st</sup> Street, parts of which are in the jurisdiction of each of the entities; and

WHEREAS, it is necessary that work not included in the Original Interlocal Agreement be added under this Amendment; and

WHEREAS, it is necessary to increase the limits of the Original Interlocal Agreement for the additional work necessary to complete the project; and

WHEREAS, all entities desire to describe and define the responsibilities of the project, to enable them to jointly undertake the project in the manner described in Amendment #1 To Interlocal Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of Amendment #1 To Interlocal Agreement for the improvement of Harrison Street from 47<sup>th</sup> Street to 71<sup>st</sup> Street. All provisions of the Original Interlocal Agreement dated February 7, 2006, except as amended herein, shall remain in full force and effect.

Seconded by Councilmember Carlisle. Councilmember Sheehan asked if this will be the only amendment the City will be involved in. Public Works Director Soucie said this is the only financial amendment required. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **F. RESOLUTION – NOTICE OF INTENT UNDER IRS CODE – HARRISON STREET IMPROVEMENT PROJECT**

Councilmember Quick introduced and moved for the adoption of Resolution No. 08-070: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING THE CITY'S OFFICIAL INTENT UNDER INTERNAL REVENUE CODE REGULATION SECTION 1.150-2 TO PROVIDE FOR THE INCURRING OF INDEBTEDNESS IN THE ESTIMATED AMOUNT OF \$270,000 FOR THE HARRISON STREET IMPROVEMENT PROJECT.

NOW THEREFORE, BE IT RESOLVED, and enacted by the Mayor and City Council of the City of the City of La Vista, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of La Vista, Nebraska, do hereby declare this resolution to be the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150.2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City for constructing improvements in the Harrison Street Improvement Project. The preliminary estimate of debt contemplated to be issued for such projects is currently \$270,000.

Section 2. That up to the expenditure of the full amounts of such projects described within this resolution, the City may advance funds as may be necessary for meeting the immediate costs of such improvements. It is the intent of the Mayor and City Council and the City's reasonable expectation that the City shall reimburse such expenditures as may be made from general funds on hand from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all times until the bonds or such other tax-exempt obligations contemplated herein are issued.

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

## **G. SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS**

### **1. PUBLIC HEARING**

At 8:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments for Property Improvements.

# MINUTE RECORD

August 5, 2008

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

At 8:25 p.m. Councilmember McLaughlin made a motion to close the public hearing. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## 2. RESOLUTION

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-071: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of  
8017 Park View Blvd., Lot 1287, La Vista, \$227.83,  
8831 Pine Drive, Lot 178, Park View Heights 2<sup>nd</sup> addition, \$202.66,  
8762 Pine Drive, Lot 186, Park View Heights 2<sup>nd</sup> addition \$426.32,  
7423 S 77<sup>th</sup> Ave., Lot 681, La Vista, \$418.52,  
7312 Lillian Ave., Lot 533, La Vista Replat, \$431.57,  
7506 Joseph Ave., Lot 378, La Vista Replat, \$643.89 and  
7415 James Ave., Lot 490, La Vista Replat, \$419.82  
were notified to clean up their property as they were in violation of the City Municipal Code, Sections 133.01, or the City would do so and bill them accordingly, and

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

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

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

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

Seconded by Councilmember Carlisle. Councilmember Sell asked if the City was charging enough for clean-up costs. Public Works Director Soucie stated that we are. Councilmember Gowan asked if we can see who the repeat offenders are. Staff can supply a list. Councilmember Sheehan inquired as to the difference in clean up times between some addresses. Soucie stated that size of lot and how much debris needs to be removed or moved before mowing can take place. Councilmember Sheehan asked that pictures be included with the information in the future. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

Councilmember Gowan made a motion to move "Comments from the Floor" up on the agenda ahead of Item G. "Executive Session". Seconded by Councilmember McLaughlin. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Ellerbeck, McLaughlin, and Gowan. Nays: None. Absent: None. Motion carried.

## COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor and that any person desiring to make comments limit them to 3 – 5 minutes. There were no comments from the floor.

## H. EXECUTIVE SESSION – PERSONNEL MATTERS

At 8:27 p.m. Councilmember Carlisle made a motion to go into executive session to prevent needless injury to the reputation of an individual to discuss personnel matters. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 10:15 p.m. the Council came out of executive session. Councilmember Sell made a motion to reconvene in open and public session, noting that the discussion in executive session was limited

# MINUTE RECORD

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

August 5, 2008

to the subject matter contained in the original motion. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## I. POSSIBLE RESOLUTION – PERSONNEL DECISION

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-072: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PERSONNEL DECISION OF THE CITY ADMINISTRATOR.

WHEREAS, pursuant to §37.13 (C)(5)(c) of the Municipal Code of the City of La Vista and §5.3 (E)(3) of the Rules and Regulations of the Civil Service Commission of the City of La Vista, the City Council has reviewed and approved the decision of the City Administrator regarding certain personnel matters.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the decision of the City Administrator that Sergeant James Davis be demoted to the rank of police officer.

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

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan stated that he would like to see employees become officers of the safety committee rather than department heads. Police Chief Lausten stated that the goal is to have employees be officers and for rotations on and off the committee. Councilmember Sheehan also reminded Assistant City Administrator that he would like to see the LARM loss reports.

Mayor Kindig thanked Councilmembers Sell and Quick for their attendance at the National Night Out Event on Sunday.

Mayor Kindig updated Council on the possible Royals stadium in Sarpy County. A meeting was held last week. The consultant that was hired to look at the possibility of a stadium in Sarpy County explained their plans. Mayor Kindig will be on a committee which will work with the consultant regarding the feasibility study for a stadium.

Mayor Kindig stated the Embassy Suites open house was a great event.

Councilmember Sell thanked Nick, from Hy-Vee, who donated food for the National Night Out event. He thanked Steve from Dairy Queen for his donation; and he thanked Assistant City Administrator Ramirez for getting rates reduced with LARM.

At 10:22 p.m. Councilmember Carlisle made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST 2008.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**PLANNING COMMISSION MINUTES**  
**JULY 17, 2008**

**DRAFT**

The Planning Commission meeting of the City of La Vista was convened at 7:00 p.m. on Thursday, July 17, 2008, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Also in attendance was John Kottman, City Engineer and Marcus Baker, City Planner.

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

**1. Call to Order**

The meeting was called to order by Chairman Krzywicki at 7:01 p.m. Copies of the agenda and staff report were made available to the public.

**2. Approval of Meeting Minutes – June 19, 2008**

Carcich motioned to approve the minutes of June 19, 2008, as presented. Alexander seconded the motion. Ayes: Carcich, Krzywicki, Alexander, Circo, and Gahan. Nays: None. Horihan, Circo, Andsager and Malmquist abstained. Motion carried.

**3. Old Business**

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

i. Staff Report: Revisions have been made to the definition section of the Zoning Ordinance to eliminate words or phrases that appear nowhere else in the code; to add definitions to uses that are elsewhere in the code; and to revise content for definitions that are in need of clarity, rewriting, and/or updating. The American Planning Association's Planning Advisory Service has been utilized to help determine appropriate wording for definitions. All revisions have been submitted for consideration, and a final draft will be ready for review by the August Planning Commission Agenda.

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

Malmquist recommends continuance to the August meeting. Andsager seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None.

**4. New Business**

**DRAFT**

**A. Southport West Replat 5 and Preliminary PUD**

i. Staff Report: Applicant proposes to build an office park comprised of 2-3 story buildings within a seven lot, planned unit development. This would be Replat 5 of Southport West. The subject properties are Lots 1-3, Southport West zoned C-3, Highway Commercial/Office Park District and PUD-1, Planned Unit Development and Gateway Corridor District. The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor.

Unrestricted accesses are proposed to Westport Parkway and to West Giles Road. Outlot A would contain the private drive to access the seven proposed lots from the main public roads. This outlot would be owned and maintained by the property owners association. No traffic study has been required by the City Engineer as part of this application. A traffic light will be warranted at the intersection of West Giles Road and Westport Parkway as Southport West continues to build out. Pedestrian sidewalks will be required along Westport Parkway. A common area maintenance agreement needs to be reviewed by the city attorney prior to approving the final plat and subdivision agreement.

Existing Southport West PUD requires 4.5 parking spaces per 1,000 s.f. of gross leasable floor area.

Each lot meets or exceeds the minimum 25% open space standard and meets or exceeds the minimum parking ratio. Each building design will need to be reviewed by the City of La Vista's design review architect prior to obtaining building permits. An amendment to the subdivision agreement will be made to establish that the applicant needs to share the costs of creating a "quiet zone" for the railroad crossings in the area. All FAA regulations will apply to this proposed development and proper permits will need to be obtained prior to construction. Corner landscape features need to be installed at the intersection of West Giles Road and Westport Parkway.

To reduce the size or the need for the detention ponds, the use of bio-swales, permeable pavement, rain gardens or other Best Management Practices related to Low Impact Development are recommended.

Final PUD plans will need to be reviewed and approved for each development that is not in substantial compliance with the Preliminary PUD Plan. Landscaping shall comply with Southport West PUD requirements and project directory signs or center identification signs need to be constructed at each entrance to the office park.

Staff recommends approval of Southport West Replat 5 and Preliminary PUD subject to addressing the items noted in the staff report.

ii. Public Hearing: Carcich motioned to open public hearing. Malmquist seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Public hearing opened at 7:10 p.m.

Larry Jobeun appeared on behalf of the applicant along with Brad Weckerlin to field any questions.

Krzywicki asked for an explanation of "quiet zone" for the railroad. Kottman said there had been an evaluation and engineer study to establish the potential and ability to establish quiet zones to remove the requirement for trains to blow their whistles at three different crossings: 132nd Street, West Giles and 126th Streets. The \$100,000 cost of the study and upgrades to establish those "quiet zones" was reached through an inter-local agreement with Sarpy County, the developer, and the City of La Vista.

To establish these quiet zones, it would require raised islands on each approach of the crossing to keep people from short cutting around the crossing arms. This may necessitate raising the road shoulders at some sites, as well as some electronic upgrades.

Carcich motioned to close the public hearing. Malmquist seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Public hearing closed at 7:13 p.m.

This item will tentatively appear on the City Council agenda of August 19, 2008.

iii. Recommendation: Malmquist motioned to recommend approval of Southport West Replat 5 and Preliminary PUD subject to addressing the items noted in the staff report. Horihan seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Motioned carried.

#### **B. Dogtopia Conditional Use Permit (CUP)**

i. Staff Report: The applicant, Pete and Barneys World, represented by Nichole Deisdorff has reappeared to request to open a business called Dogtopia at 13239 Portal Drive which would provide animal specialty services that are conditionally permitted in the City of La Vista Zoning Ordinance for I-1 Light Industrial zoning on Lot 12A, I-80 Industrial Park 2. The same proposed business was requested earlier in the year for consideration at another location. However, the lease did not work out for the applicant at that location.

**DRAFT**

This new requested conditional use permit would establish a business principally used for daycare, boarding, spa, and grooming for pets (specifically dogs) within the flex space units requiring approximately 5,500 square feet of space.

Access to this location would be from two existing drives providing egress/ingress to Portal Drive. Parking requirements would follow the minimum needed for a daycare: 65 parking spaces exist on site now shared equally by nine tenant bays. Dogtopia is leasing two of these bays. Proposed minimum requirement for Animal Specialty Services is one space per 300 square foot of gross floor area, which would equal 18 spaces.

Odors would be mitigated by an HVAC system with high grade HEPA filters and air exchange vented to the roof. A proposed insulation in walls and flooring would diminish noise. The outside play area is at the back of the building. Waste would be double bagged and contained in a fully enclosed dumpster. Indoor waste would be picked up and mopped, not hosed off into a drainage system. All parking lot and common area waste would be regularly cleaned up.

Staff recommends approval of the conditional use permit to allow animal specialty services at the proposed site in the I-1 zoning district with the following conditions:

1. The applicant shall demonstrate that the business can provide the necessary number of parking spaces without negatively impacting the parking required for future or existing tenants on this lot.

2. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.

ii. Public Hearing: Carcich motioned to open public hearing. Malmquist seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Public hearing opened at 7:18 p.m.

Nicholle Stahl-Deisdorff, sole proprietor, appeared to answer specific questions.

Circo asked when most of the customers arrived/departed. Deisdorff said her hours will be 7-7, M-F with shorter hours on weekends. Heavier traffic may appear between 7-9 a.m. and 5-6:30 p.m.

Horihan asked about the reference of parking spaces for animal specialty services and a day care. Baker answered that the code requirements today are: 15-25 parking spaces for a day care facility and 18 spaces for an animal specialty service.

Malmquist asked what other tenants/use existed. Baker said there is wholesale trade and other light industrial services currently operating their businesses within this building. Mark with the Lund Company appeared to add that employee parking could be met in the rear of the building where there is a large concrete apron. He also said the auto body business has very little traffic.

Horihan asked if the parking stall allotment included the concrete space in the rear. Mark said no there are no striped spaces in the rear and would not be suitable for customers. Malmquist clarified that the concrete space in the back was intended primarily for use of truck turn-around space and loading/unloading.

Horihan asked what requirements would be set making the business demonstrate the necessary parking spaces in the future. Baker said that would require an annual review, like any conditional use permit, and is also complaint-based.

Horihan asked if there had been any comments from the 300 ft. radius mail out regarding the request. Baker said just one had been phoned in asking if the dogs were going to be inside or outside. The answer is both, but primarily the dogs will be inside the facility.

Nichole Duffy, owner of this property, appeared to say that the parking situation currently has very light traffic.

Alexander motioned to close the public hearing. Horihan seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Public hearing closed at 7:27 p.m.

iii. Recommendation: Malmquist motioned to recommend approval of the conditional use permit to allow animal specialty services at the proposed site in the I-1 zoning district providing the conditions of staff are satisfied and parking is reviewed and assessed. Circo seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried.

This item will tentatively appear on the City Council agenda of August 19, 2008.

C. Omaha Metro Gymnastics Conditional Use Permit (CUP)

i. Staff Report: Omaha Metro Gymnastics is requesting a conditional use permit for an indoor recreation facility which is conditionally permitted in the I-2 Zone District (Heavy Industrial) within the Gateway Corridor Overlay District at 12305 Cary Circle, Papio Valley 1, Lot 6. A substantial portion of the property is within the Floodplain Overlay District. The property contains one

existing building with seven bays of miscellaneous industrial uses and a newly constructed building of equivalent size. The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses. Building plans are currently under review for the building which would house this facility.

The conditional use permit would allow for indoor recreation, specifically gymnastics for ages 9 months to 18 years; birthday parties; and a pro shop in a 9000 square foot unit within a 37,500 square foot building.

Access to the site is from two existing drives providing egress/ingress to Cary Circle. Pedestrian access is provided by a perimeter sidewalk.

Parking requirements would follow the minimum needed for a recreational facility which is one space per four occupants. Sixteen spaces exist on-site now, which are shared by seven different tenants. Around 45 new spaces are planned for the new building under construction and shared by various tenants. A 480 square foot of interior parking lot landscaping is required before a Certificate of Occupancy can be obtained.

Staff recommends continuance of the Conditional Use Permit until the following can be reviewed by city staff:

1. The applicant shall demonstrate that the business can provide the necessary number of parking spaces without negatively impacting the parking required for future or existing tenants on the premises.
2. A landscape plan shall be submitted to the City of La Vista for review and approval. This plan shall show existing and proposed landscaping. Proposed landscaping shall be installed per the approved plan.
3. As-built plans shall be submitted to show tenant bays, accesses, existing parking, and the bay(s) used for indoor recreation shall be highlighted for the conditional use permit exhibit.

Item # 3 above was covered at the meeting and can be omitted. The applicant would like to go forward with the request. A letter from the applicant regarding the parking situation and the City Engineer's response letter have been provided as hand-outs to the commissioners.

ii. Public Hearing: Malmquist motioned to open public hearing. Andsager seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Public hearing opened at 7:35 p.m.

Larry Jobeun appeared on behalf of the applicant Omaha Metro Stars Gymnastics. Also on hand were Eric Lilla, the business owner, Doug Dreessen with Thompson, Dreessen & Dorner engineers and Brian Torczon, the landlord and contractor of the building. Recommendations and comments have been reviewed and are all acceptable. Please review the revised operating statement which addresses parking issues.

Horihan referenced the 28 spaces adjacent to Cary Circle as those which are now paved. Jobeun replied yes and to remember that one of the buildings is under construction, when it is complete there will be eighty parking spaces total for the two buildings.

Baker added that both buildings will have access from both the front and the back.

Baker asked about the parking analysis which addressed the primary use of ages 1-12 and not 13-18 year olds, some of whom may actually be driving them. Lilla said at this time they do not have any children that drive themselves. The majority of the students are pre-schoolers and at this time they are not set up to coach older children.

Baker asked about the birthday party service. Lilla said they are conducted when no classes are going on, mostly Saturday afternoons, and most of this is drop-offs.

Baker commented on the 15 minute window between classes, saying that the traffic would still overlap with families arriving early and that Saturdays would be the peak traffic times. These are the scenarios planning must consider.

Kottman said his concerns had been addressed with the more than doubling of the existing parking stalls.

Carcich motioned to close the public hearing. Alexander seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nays: None. Public hearing closed at 7:46 p.m.

iii. Recommendation: Malmquist motioned to recommend approval of the conditional use permit feeling the concerns of parking have been addressed and the willingness of staff's annual review that the parking requirements are maintained on the site. Circo seconded. Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried.

This item will tentatively appear on the City Council agenda of August 19, 2008.

DRAFT

D. Revision to Sections 5.13 and 5.14 of the Zoning Ordinance

i. Staff Report: City staff is requesting a minor change to the zoning ordinances listed above. Staff believes that self-service storage facilities, as defined in Section 2.02.345 of the Zoning Ordinance, should be a permitted conditional use rather than a permitted use. This would allow the City more discretion when considering location and design of "mini-storage" buildings. With this proposed revision, applications for self-service storage facilities would have to be reviewed by Planning Commission and City Council.

Staff recommends approval of the proposed revision to move self-service storage facilities from a permitted use to a permitted conditional use.

ii. Public Hearing: Malmquist motioned to open public hearing. Horihan seconded. Ayes: Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried. Public hearing opened at 7:50 p.m.

Malmquist wondered if mini-storage in commercial districts is a conditional use. Baker said they are not allowed at all. Malmquist remembered a request some time ago allowing a conditional use permit to a mini-storage facility. Baker clarified that she was referring to Dino's Storage which was granted a conditional use permit to expand the business which was already allowed in the C-1 zoning.

Horihan questioned if there had been a history of issues with storage facilities to warrant the revision requested. Baker said there was no project that stood out as a concern but there had been a few enforcement cases in the past. The city felt more discretion was necessary on this use as to the approvals and designs. The annual reviews required of a conditional use permit would provide this ability.

Malmquist asked if outdoor storage of boats, vehicles was allowed in mini-storage. Baker said this is one of the enforcement issues as it is not permitted and it does occur.

Carcich motioned to close the public hearing. Malmquist seconded. Ayes: Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried. Public hearing closed at 7:56 p.m.

This item will tentatively appear on the City Council agenda of August 19, 2008.

iii. Recommendation: Malmquist motioned to recommend approval of the proposed revision to move self-service storage facilities from a permitted use to a permitted

**DRAFT**

conditional use. Horihan seconded. Ayes: Ayes: Carcich, Krzywicki, Alexander, Circo, Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried.

This item will tentatively appear on the City Council agenda of August 19, 2008.

**5. Comments from the Floor**

None

**6. Comments from the Planning Commission**

Horihan noted that the Island Bar and Grill is not adhering to its parking condition of the conditional use permit granted to them earlier this year. She has noticed that all parking stalls were full on two Friday evenings that she had noticed and the overflow is parking on the side of the road where gas station customers are present. Kottman felt it may self-correct in the future. Baker added that it can be monitored by enforcement staff.

Carcich asked about a bus tour this fall for the Planning Commissioners/staff of the projects within the La Vista jurisdiction.

Horihan inquired about the City Council's decision on the Pedcor apartment complex and if the developer is proceeding. Baker said the developer has not reapplied, but all new materials would have to be submitted if they did and would likely be back to a preliminary plan with the Planning Commission.

Gahan asked why the City Council had disapproved the Pedcor project. Baker directed those interested to view the City Council's minutes regarding this subject. The commissioners asked for a copy and, also, if these were available on the website.

**7. Adjournment**

Carcich motioned to adjourn. Andsager seconded. Ayes: Carcich, Krzywicki, Alexander, Circo,

Andsager, Horihan, Malmquist and Gahan. Nay: None. Motioned carried. Nays: None.

Meeting was adjourned at 8:06 p.m.

Reviewed by Planning Commission:

---

Recorder

---

Planning Commission Chair

---

Approval Date

\Lvdcfp01\users\Community Development\MBaker\plancomm\minutes\2008\minutes 7 17 08 doc

**CITIZEN ADVISORY REVIEW COMMITTEE  
MEETING  
June 9, 2008**

A regular meeting of the Citizen Advisory Review Committee of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on June 9, 2008, in the Harold "Andy" Anderson Council Chamber at City Hall. Present were Committee members Shafer and Kellner. Placzek and Burns were absent. There was not a quorum. Also in attendance was City Administrator Gunn and Finance Director Lindberg.

A notice of the meeting was given in advance thereof by publishing in the Papillion Times on May 29, 2008. Notice was simultaneously given to all members of the Citizen Advisory Review Committee and a copy of the acknowledgement of the receipt of notice is attached to the minutes. Availability of the agenda was communicated to the Citizen Advisory Review Committee in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

Chairman Shafer called the meeting of the Citizen Advisory Review Committee to order at 7:00 p.m. and announced that a quorum was not present and there would be no action taken.

**A. OPEN MEETINGS ACT STATEMENT**

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

**B. EMERGENCY PROCEDURES STATEMENT**

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

**C. APPROVAL OF THE AGENDA**

No action was taken on this item due to the lack of a quorum.

**D. APPROVAL OF MINUTES OF MARCH 10, 2008**

No action was taken on this item due to the lack of a quorum.

**E. CITY ADMINISTRATOR'S REPORT**

City Administrator Gunn updated the Committee on the results of the recent citizen survey, swimming pool project, Thompson Creek and the Embassy Suites and Conference Center.

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

John Yochum from Sarpy County Economic Development Corporation (SCEDC) presented and reviewed the SCEDC 1st Quarter 2008 Report.

**H. ECONOMIC DEVELOPMENT PROGRAM REVIEW**

Finance Director Sheila Lindberg was present to answer any questions regarding the current EDP financial detail report. No new applications have been made to the Economic Development Program. The Embassy Suites and La Vista Conference Center are scheduled to open on July 1, 2008. The Marriott Courtyard is currently under construction.

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

**COMMENTS FROM THE FLOOR**

There were no comments from the floor.

**COMMENTS FROM THE COMMITTEE**

There were no further comments from the Committee.

At 7:45 p.m. Chairman Shafer closed the meeting. Due to the lack of a quorum for this meeting all action items will be placed on the next agenda for ratification.

Respectfully Submitted by:

Brenda Gunn  
City Administrator



John Q Hammons  
INDUSTRIES

August 1, 2008

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

RE: Draw Request #11 on LaVista, NE Conference Center

Dear Ms. Lindberg:

Enclosed is our eleventh draw on the Conference Center in LaVista, NE in the amount of \$1,646,060.65 with supporting invoices. Our 28% equity of this draw is \$460,896.99.

We would like the funds in the amount of \$1,185,163.66 wired as early as possible on the morning of August 20, 2008 using the enclosed wiring instructions. Please notify me at 417/864-4300 when this is completed.

Sincerely,

Jacqueline Dowdy  
Treasurer

lfh  
enclosures

PROJECT: LAVISTA, NE CONVENTION CENTER  
 LENDER: CITY OF LAVISTA  
 DRAW #11  
 AUGUST 1, 2008

	CONSTRUCTION BUDGET	AMOUNT PAID BY JQH	ADVANCED TO DATE	TOTAL PAID TO DATE BEFORE REQUEST	CURRENT DRAW #10	LESS JOH 28.00%	NET CURRENT REQUEST	TOTAL ADV AFTER REQUEST	TOTAL PAID AFTER REQUEST	TOTAL % OF BUDGET	BALANCE TO FINISH
LAND	\$ 1,200,000.00	\$ -	\$ -	\$ 13,305,532.50	\$ 1,478,392.50	\$ (413,949.90)	\$ 1,064,442.60	\$ 1,067,935.20	\$ 14,783,925.00	99.56%	\$ 1,200,000.00
CONSTRUCTION	\$ 14,850,000.00	\$ 3,712,039.90	\$ 9,593,492.60	\$ 126,970.19	\$ -	\$ -	\$ -	\$ 91,418.54	\$ 126,970.19	141.08%	\$ (36,970.19)
BUILDING PERMITS	\$ 90,000.00	\$ 35,551.65	\$ 91,418.54	\$ 620,316.30	\$ 9,579.77	\$ (2,682.34)	\$ 6,897.43	\$ 433,106.23	\$ 629,896.07	48.01%	\$ 682,103.93
TECHNICAL FEES	\$ 1,312,000.00	\$ 174,107.50	\$ 446,208.80	\$ 3,534,463.17	\$ 157,938.38	\$ (44,222.75)	\$ 113,715.63	\$ 2,658,529.11	\$ 3,692,491.55	93.31%	\$ 264,598.45
F & E	\$ 3,957,000.00	\$ 989,649.69	\$ 2,544,813.48	\$ 275,123.09	\$ 382,115.40	\$ -	\$ -	\$ 275,123.09	\$ 382,115.40	57.45%	\$ 283,040.60
CAPITALIZED INTEREST	\$ 665,156.00	\$ 106,992.31	\$ -	\$ 18,762.75	\$ -	\$ -	\$ -	\$ -	\$ -	25.65%	\$ 608,081.25
FINANCE COSTS	\$ 626,844.00	\$ 21.69	\$ 55.76	\$ 77.45	\$ -	\$ -	\$ -	\$ 55.76	\$ 77.45	0.03%	\$ 29,922.55
PRE-OPENING	\$ 300,000.00	\$ 68.60	\$ 176.40	\$ 245.00	\$ 150.00	\$ (42.00)	\$ 108.00	\$ 284.40	\$ 395.00	0.79%	\$ 49,605.00
LEGAL FEES	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 150,000.00
MISCELLANEOUS	\$ 23,201,000.00	\$ 5,037,194.09	\$ 12,951,288.67	\$ 17,988,482.76	\$ 1,646,060.65	\$ (460,896.99)	\$ 1,185,163.66	\$ 14,136,452.35	\$ 19,634,543.41	72.00%	\$ 3,566,456.59
						2.35%				100.00%	

% OF JOB AFTER CURRENT DRAW

28% PAID BY BORROWER:  
 72% ADVANCED BY CITY:

TOTAL INVOICES SUBMITTED:

\$ 1,646,060.65

\$ 460,896.99

\$ 1,185,163.66

# **The Austin Peters Group, Inc.**

**P.O. Box 27196  
Overland Park, KS 66225  
Telephone: (913) 851-7530  
Facsimile: (913) 851-7529  
e-mail: [rcrowder@austinpeters.com](mailto:rcrowder@austinpeters.com)**

**LaVista 4thrd  
Invoice # 08-05-  
08**

Tax ID 48-1203956

Professional services provided for compensation study

Item	Amount
4th payment	\$3,697.50

---

Total	\$3,697.50
-------	------------

Thank you for your business!

*01.28.0303  
R. Lanirey  
8-6-08*

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 Bank of Nebraska (600-873)									
Thru	45983				Payroll Checks				
Thru	45986								
Thru	45987				Gap in Checks				
Thru	93414								
93415	8/06/2008	3991	BAINBRIDGE LEADERSHIP CENTER		7,500.00	These checks	**MANUAL**		
93416	8/06/2008	3956	KIRKHAM MICHAEL		3,626.00	omitted from	**MANUAL**		
93417	8/06/2008	3909	LEO A DALY COMPANY		3,000.00	8/5/08 Claim.	**MANUAL**		
93418	8/06/2008	3435	WATER'S EDGE AQUATIC DESIGN		1,500.00		**MANUAL**		
Thru	93419				Gap in Checks	Processed with 8/5/08 Claim			
Thru	93594								
93595	8/06/2008	143	THOMPSON DRESEN & DORNER		2,014.28		**MANUAL**		
93596	8/06/2008	1839	BCDM-BERINGER CIACCIO DENNELL		471.25		**MANUAL**		
93597	8/06/2008	231	LEAGUE OF NEBRASKA MUNICIPA-		21,867.00		**MANUAL**		
93598	8/06/2008	1532	LINHART CONSTRUCTION		58,714.23		**MANUAL**		
93599	8/06/2008	3917	CENTENNIAL ENTERPRISES INC		7,847.00		**MANUAL**		
93600	8/06/2008	3440	ICSC-INTL COUNCIL OF SHPG CTRS		2,160.00		**MANUAL**		
93601	8/07/2008	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00		**MANUAL**		
93602	8/13/2008	615	MILLER BRANDS OF OMAHA INC		192.80		**MANUAL**		
93603	8/13/2008	1270	PREMIER-MIDWEST BEVERAGE CO		104.10		**MANUAL**		
93604	8/13/2008	1194	QUALITY BRANDS OF OMAHA		196.20		**MANUAL**		
93605	8/19/2008	3348	3M		3,879.00				
93606	8/19/2008	2997	A.S.P. ENTERPRISES INC		190.92				
93607	8/19/2008	3983	ABE'S PORTABLES INC		345.69				
93608	8/19/2008	3998	AETNA		364.00				
93609	8/19/2008	1973	ANN TROE		820.00				
93610	8/19/2008	736	AQUA-CHEM INCORPORATED		320.35				
93611	8/19/2008	196	AQUILA		2,431.26				
93612	8/19/2008	536	ARAMARK UNIFORM SERVICES INC		329.89				
93613	8/19/2008	188	ASPHALT & CONCRETE MATERIALS		64.23				
93614	8/19/2008	201	BAKER & TAYLOR BOOKS		755.02				
93615	8/19/2008	3169	BATTERY ZONE INC		77.91				
93616	8/19/2008	3102	BBC AUDIOBOOKS AMERICA		146.13				
93617	8/19/2008	1839	BCDM-BERINGER CIACCIO DENNELL		123.75				
93618	8/19/2008	1784	BENNINGTON IMPLEMENT		482.00				
93619	8/19/2008	3774	BENSON RECORDS MANAGEMENT CTR		56.18				
93620	8/19/2008	56	BOB'S RADIATOR REPAIR CO INC		180.00				
93621	8/19/2008	2757	BOBCAT OF OMAHA		104.61				
93622	8/19/2008	2565	BOOKPAGE		236.00				
93623	8/19/2008	1242	BRENTWOOD AUTO WASH		223.00				
93624	8/19/2008	117	BRODART		22.14				
93625	8/19/2008	76	BUILDERS SUPPLY CO INC		291.28				
93626	8/19/2008	2958	CALLAWAY GOLF COMPANY		471.84				
93627	8/19/2008	2285	CENTER POINT PUBLISHING		38.94				
93628	8/19/2008	152	CITY OF OMAHA		33,769.49				
93629	8/19/2008	83	CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
93630	8/19/2008	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
93631	8/19/2008	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
93632	8/19/2008	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
93633	8/19/2008	83	CJ'S HOME CENTER	725.95					
93634	8/19/2008	3126	COCA-COLA BOTTLING COMPANY	1,175.82					
93635	8/19/2008	3176	COMP CHOICE INC	395.95					
93636	8/19/2008	2158	COX COMMUNICATIONS	239.83					
93637	8/19/2008	3997	CRUZ, BENEDICTO	85.00					
93638	8/19/2008	1432	DEETER FOUNDRY INCORPORATED	1,018.70					
93639	8/19/2008	77	DIAMOND VOGEL PAINTS	369.75					
93640	8/19/2008	364	DULTMEIER SALES & SERVICE	30.31					
93641	8/19/2008	1042	ED M. FELD EQUIPMENT	44.00					
93642	8/19/2008	3193	ED ROEHR SAFETY PRODUCTS CO	128.48					
93643	8/19/2008	3334	EDGEWEAR SCREEN PRINTING	396.00					
93644	8/19/2008	3617	FAIRWAY GOLF LLC	234.00					
93645	8/19/2008	3159	FASTENAL COMPANY	33.90					
93646	8/19/2008	1245	FILTER CARE	85.15					
93647	8/19/2008	439	FIREGUARD INC	76.70					
93648	8/19/2008	2234	FIRMATURE, STEVE	36.00					
93649	8/19/2008	1161	GALL'S INCORPORATED	65.98					
93650	8/19/2008	3830	GLENWOOD PONY LEAGUE	750.00					
93651	8/19/2008	385	GREAT PLAINS ONE-CALL SVC INC	434.38					
93652	8/19/2008	1044	H & H CHEVROLET LLC	67.58					
93653	8/19/2008	426	HANEY SHOE STORE	227.05					
93654	8/19/2008	2407	HEIMES CORPORATION	80.10					
93655	8/19/2008	1403	HELGET GAS PRODUCTS INC	10.00					
93656	8/19/2008	908	HENRY DOORLY ZOO	50.00					
93657	8/19/2008	433	HIGHSMITH CO INC	342.52					
93658	8/19/2008	892	HONEYMAN RENT-ALL	136.25					
93659	8/19/2008	1496	HOPE HEALTH/IHAC	170.40					
93660	8/19/2008	136	HUNTEL COMMUNICATIONS, INC	9,490.60					
93661	8/19/2008	1612	HY-VEE INC	86.45					
93662	8/19/2008	1498	INDUSTRIAL SALES COMPANY INC	224.22					
93663	8/19/2008	3646	INTERNATIONAL CODE COUNCIL INC	171.25					
93664	8/19/2008	1896	J Q OFFICE EQUIPMENT INC	560.87					
93665	8/19/2008	1054	KLINKER, MARK A	320.00					
93666	8/19/2008	1241	LEAGUE ASSN OF RISK MGMT	134.00					
93667	8/19/2008	3931	LIBRARY ADVANTAGE	375.00					
93668	8/19/2008	877	LINWELD	133.06					
93669	8/19/2008	3920	LIVE OAK MEDIA	40.52					
93670	8/19/2008	1573	LOGAN CONTRACTORS SUPPLY	422.28					
93671	8/19/2008	2664	LOU'S SPORTING GOODS	205.00					
93672	8/19/2008	1119	MEADOWBROOK INC	2,790.50					
93673	8/19/2008	3035	MEDICAID-NE DEPT OF SOC SVCS	68.89					
93674	8/19/2008	2212	METRO UMPIRES	1,090.00					
93675	8/19/2008	553	METROPOLITAN UTILITIES DIST.	3,901.59					
93676	8/19/2008	184	MID CON SYSTEMS INCORPORATED	133.05					
93677	8/19/2008	3246	MIDWEST STORAGE SOLUTIONS INC	106.00					
93678	8/19/2008	1046	MIDWEST TURF & IRRIGATION	19.83					
93679	8/19/2008	346	MOBILE COMMUNICATIONS INC	38.50					
93680	8/19/2008	2382	MONARCH OIL INC	510.00					
93681	8/19/2008	2818	MULHALL'S	1,490.50					
93682	8/19/2008	342	MUNICIPAL PIPE TOOL CO LLC	396.55					

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
93683		1804	8/19/2008	NEBRASKA BUSINESS ELECTRONICS		135.00			
93684		479	8/19/2008	NEBRASKA LIBRARY COMMISSION		2,876.55			
93685		2685	8/19/2008	NEBRASKA TURF PRODUCTS		801.55			
93686		808	8/19/2008	NEWMAN TRAFFIC SIGNS INC		.00	**CLEARED**	**VOIDED**	
93687		808	8/19/2008	NEWMAN TRAFFIC SIGNS INC		.00	**CLEARED**	**VOIDED**	
93688		808	8/19/2008	NEWMAN TRAFFIC SIGNS INC		4,425.25			
93689		440	8/19/2008	NMC INC		894.43			
93690		408	8/19/2008	NOBBIES INC		50.95			
93691		1014	8/19/2008	OFFICE DEPOT INC-CINCINNATI		.00	**CLEARED**	**VOIDED**	
93692		1014	8/19/2008	OFFICE DEPOT INC-CINCINNATI		359.05			
93693		79	8/19/2008	OMAHA COMPOUND COMPANY		178.89			
93694		195	8/19/2008	OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**	
93695		195	8/19/2008	OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED**	**VOIDED**	
93696		195	8/19/2008	OMAHA PUBLIC POWER DISTRICT		39,687.47			
93697		3039	8/19/2008	PAPILLION SANITATION		200.09			
93698		976	8/19/2008	PAPILLION TIRE INCORPORATED		76.07			
93699		2686	8/19/2008	PARAMOUNT LINEN & UNIFORM		344.79			
93700		1769	8/19/2008	PAYLESS OFFICE PRODUCTS INC		77.00			
93701		3058	8/19/2008	PERFORMANCE CHRYSLER JEEP		82.47			
93702		1821	8/19/2008	PETTY CASH-PAM BUETHE		82.47			
93703		159	8/19/2008	PRECISION INDUSTRIES INC		48.19			
93704		3999	8/19/2008	PREMERA BLUE CROSS		553.19			
93705		219	8/19/2008	QWEST		125.47			
93706		191	8/19/2008	READY MIXED CONCRETE COMPANY		5,226.44			
93707		1063	8/19/2008	ROSE EQUIPMENT INCORPORATED		530.61			
93708		643	8/19/2008	SAFETY-KLEEN CORPORATION		426.16			
93709		292	8/19/2008	SAM'S CLUB		1,409.62			
93710		487	8/19/2008	SAPP BROS PETROLEUM INC		143.25			
93711		168	8/19/2008	SARPY COUNTY LANDFILL		154.45			
93712		3199	8/19/2008	SCHUSTER, KEVIN		140.00			
93713		115	8/19/2008	SIRCHIE FINGER PRINT LABS		81.68			
93714		47	8/19/2008	SUBURBAN NEWSPAPERS INC		668.49			
93715		1150	8/19/2008	SUTPHEN CORPORATION		132.34			
93716		264	8/19/2008	TED'S MOWER SALES & SERVICE		163.65			
93717		3993	8/19/2008	THOMAS & MEANS, LLP		250.00			
93718		3309	8/19/2008	THREE RING ENTERPRISES INC		.00	**CLEARED**	**VOIDED**	
93719		3309	8/19/2008	THREE RING ENTERPRISES INC		.00	**CLEARED**	**VOIDED**	
93720		3309	8/19/2008	THREE RING ENTERPRISES INC		850.63			
93721		161	8/19/2008	TRACTOR SUPPLY COMPANY		156.81			
93722		1122	8/19/2008	TURF CARS LTD		476.22			
93723		176	8/19/2008	TURFWERKS		114.43			
93724		167	8/19/2008	U S ASPHALT COMPANY		543.74			
93725		3812	8/19/2008	UHL, RICHARD		186.00			
93726		968	8/19/2008	WICK'S STERLING TRUCKS INC		142.84			
93727		492	8/19/2008	WINGATE INNS		702.00			
				BANK TOTAL		248,905.19			
				OUTSTANDING		248,905.19			
				CLEARED		.00			
				VOIDED		.00			

BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND	125,334.32	125,334.32	.00	.00
02	SEWER FUND	43,968.36	43,968.36	.00	.00
05	CONSTRUCTION	65,228.51	65,228.51	.00	.00
08	LOTTERY FUND	3,693.25	3,693.25	.00	.00
09	GOLF COURSE FUND	5,473.96	5,473.96	.00	.00
15	OFF-STREET PARKING	5,206.79	5,206.79	.00	.00
REPORT TOTAL		248,905.19			
OUTSTANDING		248,905.19			
CLEARED		.00			
VOIDED		.00			
+ Gross Payroll 8/8/08		<u>202,790.61</u>			
GRAND TOTAL		<u>\$451,695.80</u>			

APPROVED BY COUNCIL MEMBERS 8/19/08

---

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FISCAL YEAR 08/09 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Second reading of an ordinance has been prepared to adopt the proposed municipal budget for FY08/09. Only second reading of the budget ordinance is requested at this time as the final valuation of the City will not be received from Sarpy County until August 20, 2008.

Second reading of the Master Fee Ordinance has also been prepared for Council's consideration.

**FISCAL IMPACT**

The proposed budget is for \$28,577,917.01 in all funds. The total proposed preliminary property tax request is for \$5,013,135.52 which will require a property tax levy of \$0.5235 per \$100 dollars of assessed valuation.

The owner of a home valued at \$150,000 will pay \$785.25 in property taxes, or \$65.43 per month. The property tax levy remains the same as last year at \$0.5235.

**RECOMMENDATION**

Approval of second reading of the Appropriations Ordinance and second reading of the Master Fee Ordinance.

**BACKGROUND**

The City Council held budget workshops on July 14 and 16, 2008. The proposed budget ordinance and Master Fee ordinance are based on the discussions from these meetings.

**ORDINANCE NO.**

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2008 AND ENDING ON SEPTEMBER 30, 2009; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2008, through September 30, 2009. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

<b>Fund</b>	<b>Amount Appropriated</b>	<b>Amount to be Raised by Property Tax Levy</b>
General Fund	10,162,109.44	4,247,040.31
Sewer Fund	1,630,523.00	0.00
Debt Service Fund	5,999,181.82	766,095.21
Lottery Fund	1,638,500.25	0.00
Golf Fund	456,116.00	0.00
Construction Fund	6,448,859.00	0.00
Economic Development	1,509,682.50	0.00
Off-Street Parking	732,945.00	0.00
<b>Total All Funds</b>	<b>28,577,917.01</b>	<b>5,013,135.52</b>

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 2nd DAY OF SEPTEMBER 2008.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**ORDINANCE NO.**

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2008 AND ENDING ON SEPTEMBER 30, 2009; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2008, through September 30, 2009. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

<b>Fund</b>	<b>Amount Appropriated</b>	<b>Amount to be Raised by Property Tax Levy</b>
General Fund	10,162,109.44	4,247,040.31
Sewer Fund	1,630,523.00	0.00
Debt Service Fund	5,999,181.82	766,095.21
Lottery Fund	1,638,500.25	0.00
Golf Fund	456,116.00	0.00
Construction Fund	6,448,859.00	0.00
Economic Development	1,509,682.50	0.00
Off-Street Parking	732,945.00	0.00
<b>Total All Funds</b>	<b>28,577,917.01</b>	<b>5,013,135.52</b>

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 2nd DAY OF SEPTEMBER 2008.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	FY08-09 Projected	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>REVENUES</b>								
<b>(1) GENERAL FUND</b>								
<b>1-01-0010 Total Brought Forward</b>	<b>2,092,838.00</b>	<b>1,877,682.00</b>	<b>1,877,682.00</b>	<b>3,830,264.51</b>	<b>3,121,800.38</b>	<b>2,185,818.37</b>	<b>1,540,953.72</b>	<b>1,529,381.80</b>
1001 Real Estate Tax Revenue	2,962,961.28	3,981,907.60	3,886,766.98	4,247,040.31	4,882,420.53	5,857,061.22	6,735,620.40	7,748,401.38
1003 Back Year Taxes All Types	42,894.36	30,000.00	98,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
1004 Homestead Exemp Revenue	75,342.90	80,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
1005 Motor Vehicle Taxes	245,259.08	195,000.00	250,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
1006 Gross Revenue Tax	496,550.85	425,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
1007 Sales Tax Local (1.5%)	1,879,540.99	1,622,101.00	1,782,101.00	1,955,000.00	2,150,500.00	2,365,550.00	2,602,105.00	2,862,315.50
1008 Real Estate Tax Credit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003 Highway Allocation/Mtr Fee	843,860.76	952,588.00	982,588.00	955,000.00	965,000.00	1,000,000.00	1,000,000.00	1,000,000.00
2004 Incentive Payment	12,040.00	12,040.00	12,040.00	12,040.00	12,040.00	12,040.00	12,040.00	12,040.00
2005 State Aid	103,390.26	103,400.00	103,400.00	103,400.00	103,400.00	103,400.00	103,400.00	103,400.00
2006 Pro-Rate Motor Vehicle	83,152.34	8,500.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
2007 In Lieu of Tax	5,640.00	4,800.00	2,200.00	5,000.00	90,000.00	90,000.00	90,000.00	90,000.00
2008 Grants - Local/City	17,138.00	-	-	18,408.00	-	-	-	-
2009 Grants - County NRD	56,933.71	131,759.00	48,851.00	54,570.00	23,000.00	23,000.00	23,000.00	23,000.00
2010 Grants - State (MRF, Lib, PD)	31,810.20	264,847.00	2,500.00	104,772.00	-	-	-	-
2012 SID Transfers	-	2,483,971.74	2,732,670.86	-	-	-	-	-
2014 SID Admin Fee Revenues	27,874.54	-	-	-	-	-	-	-
2016 Debt Service Transfer	-	73,900.00	73,900.00	-	-	-	-	-
2017 Transfers - EDP	(96,000.00)	(67,320.08)	0.00	(150,000.00)	(200,000.00)	(675,000.00)	(675,000.00)	(675,000.00)
2018 Transfers - OSP	(350,000.00)	(75,000.00)	(75,000.00)	(650,000.00)	(650,000.00)	-	(650,000.00)	(650,000.00)
2019 CIP Transfer	-	(70,000.00)	85,000.00	(130,000.00)	90,000.00	90,000.00	90,000.00	90,000.00
3001 Occupation Licenses	75,785.70	70,000.00	-	-	-	-	-	-
3002 Rental Inspection Fees	-	-	-	12,500.00	-	-	-	-
3003 Plumbing-Tile Licenses	2,880.00	2,000.00	2,600.00	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00
3004 Firewks Fees	15,600.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
3005 Hotel Occupancy Tax	41,055.69	107,967.00	142,000.00	872,400.00	948,814.00	1,020,175.00	1,085,971.00	1,141,137.00
4000 Plat & Subdivision Fees	10,871.00	2,500.00	9,000.00	7,500.00	5,000.00	5,000.00	2,500.00	2,500.00
4001 Building Permits	632,706.38	600,000.00	420,000.00	450,000.00	300,000.00	300,000.00	250,000.00	100,000.00
4002 Electrical Permits	5,071.33	-	2,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
4003 Plumbing Permits & Licenses	48,018.25	50,000.00	35,000.00	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00
4004 Sidewalk & Driveway Repairs	3,652.00	3,000.00	2,100.00	2,000.00	3,000.00	3,000.00	3,000.00	3,000.00
4005 Curb Cuts	5,510.00	5,000.00	12,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00
4006 Certificate of Occupancy	12,433.02	10,000.00	8,500.00	8,500.00	8,000.00	8,000.00	8,000.00	8,000.00
4010 Lottery Transfer Budgeted	7,530.00	11,800.00	9,720,000	-	-	-	-	-
4013 Mechanical Permits	26,153.48	25,000.00	24,000.00	20,000.00	15,000.00	15,000.00	15,000.00	15,000.00
4014 Rescue Sq Fees (For Eq.)	91,505.61	75,000.00	90,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00
5001 Recreation Fees	98,795.09	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
5002 Pool Admissions	11,422.46	10,000.00	10,500.00	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
5003 Pool Memberships	10,112.59	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
5004 Swimming Lessons	2,877.50	4,000.00	3,000.00	3,000.00	4,000.00	4,000.00	4,000.00	4,000.00
5006 Pool Concessions	7,338.05	4,000.00	5,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
5007 Special Services Interlocal	-	20,440.00	20,440.00	20,805.00	21,845.00	22,900.00	23,846.00	25,170.00
5008 Special Services Fare	-	6,490.00	6,490.00	6,490.00	6,490.00	6,490.00	6,490.00	6,490.00
5012 Traffic Viol (Adm Fee)	13,612.70	10,000.00	10,000.00	10,000.00	15,000.00	15,000.00	15,000.00	15,000.00
5015 Library Fees	23,166.20	18,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
6004 Concess Rev - Sports Complex	1,724.39	10,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
7080 Sale of Fixed Assets	3,282.70	1,500.00	500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
8001 Miscellaneous	189,052.53	50,000.00	55,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
8010 Interest Income	59,544.17	50,000.00	100,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Total Revenue	7,841,974.27	10,241,671.26	11,096,183.69	9,453,655.31	9,865,009.55	10,530,116.22	12,009,472.40	14,237,678.26
Total Available	9,934,812.27	12,119,353.26	12,973,865.69	13,283,908.82	12,985,809.91	13,015,934.59	13,550,405.11	14,818,335.68
Total Operating Expenditures	7,731,892.65	8,983,012.82	8,786,112.18	9,846,438.44	10,503,991.54	11,175,000.87	11,721,024.31	12,301,303.62
Total Capital Expenditures	84,628.38	61,065.00	356,589.00	315,671.00	300,000.00	300,000.00	300,000.00	300,000.00
Total One-Time Expenditures	277,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RESERVE %	24%	28%	44%	32%	21%	14%	18%	25%
Cash Reserve	1,840,791.24	2,557,735.44	3,830,264.51	3,121,800.38	2,185,818.37	1,540,953.72	1,529,381.80	3,217,032.06
Valuation	897,337,113	897,837,113	957,619,011	0.4435%	1	1	1	3,229,994.33
Levy								FY09stateFINAL

**PERSONNEL SERVICES**

102 Salaries	45,359.98	45,360.00	45,360.00	45,360.00	49,000.00	49,000.00	49,000.00	49,000.00
104 FICA	3,469.70	3,470.00	3,470.00	3,470.00	3,749.00	3,749.00	3,749.00	3,749.00
107 Pension								
Total Personnel Services	48,828.78	48,830.00	48,830.00	48,830.00	52,749.00	52,749.00	52,749.00	52,749.00

**COMMODITIES**

201 Office Supplies	1,101.49	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
203 Food Supplies	5.20	250.00	250.00	250.00	250.00	250.00	250.00	250.00
205 Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Commodities	1,106.59	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00

**CONTRACTUAL SERVICES**

301 Postage	395.15	550.00	500.00	550.00	550.00	550.00	550.00	550.00
302 Tele/Cell/Pager	359.96	480.00	480.00	480.00	480.00	480.00	480.00	480.00
303 Professional Services-Other	0.00	10,000.00	9,750.00	0.00	0.00	0.00	0.00	0.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
308 Legal Advertising	7,587.57	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
309 Printing	1,580.58	1,800.00	1,850.00	1,950.00	1,950.00	1,950.00	1,950.00	2,008.50
310 Dues and Subscriptions	21,424.00	21,500.00	22,000.00	22,750.00	22,750.00	22,750.00	23,432.50	24,135.48
311 Travel Expense	2,666.98	3,310.00	2,800.00	5,587.00	5,587.00	5,587.00	5,754.61	5,927.25
313 Training	4,000.00	4,415.00	4,200.00	5,980.00	5,080.00	5,080.00	5,080.00	5,232.40
314 Other Contractual Services	3,997.34	17,000.00	10,000.00	17,500.00	17,500.00	17,500.00	18,025.00	18,565.75
320 Professional Services-Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	25,367.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,600.00	21,248.00
Total Contractual Services	69,179.49	85,855.00	78,380.00	80,597.00	80,697.00	80,697.00	83,117.91	85,611.45

**OTHER CHARGES**

505 Other	3,901.09	4,000.00	3,500.00	5,800.00	5,800.00	5,800.00	5,800.00	5,974.00
Total Other Charges	3,901.09		3,500.00	5,800.00	5,800.00	5,800.00	5,800.00	5,974.00

**CAPITAL OUTLAY**

610 Office Equipment								
618 Other Capital								
Total Capital Outlay								
<b>TOTAL</b>	<b>123,016.05</b>	<b>139,935.00</b>	<b>131,960.00</b>	<b>136,577.00</b>	<b>140,496.00</b>	<b>140,496.00</b>	<b>143,128.41</b>	<b>145,839.79</b>

1-12-ADVISORY BOARDS & COMMISSIONS  
GENERAL FUND

	FY05-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 ,estied	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>COMMODITIES</b>								
201 Office Supplies								
202 Books and Periodicals	48.42	100.00	100.00	100.00	100.00	100.00	103.00	106.99
203 Food Supplies								
205 Motor Veh Supplies - Fuel								
206 Maint. Tool Supply								
207 Janitor Supplies								
208 Chemical Supplies								
211 Other Commodities	48.42	100.00	100.00	100.00	100.00	100.00	103.00	106.99
Total Commodities								
<b>CONTRACTUAL SERVICES</b>								
301 Postage	281.47	410.00	410.00	445.00	445.00	445.00	445.00	458.35
303 Professional Services-Other	786.70	500.00	500.00	500.00	500.00	500.00	500.00	500.00
308 Legal Advertising	1,542.38	1,700.00	1,700.00	1,850.00	1,850.00	1,850.00	1,905.50	1,962.67
309 Printing	85.77	300.00	420.00	580.00	580.00	580.00	580.00	597.40
311 Travel Expense	0.00	175.00	210.00	210.00	210.00	210.00	216.30	615.32
313 Training Assistance	3,997.34	5,000.00	4,500.00	5,000.00	5,000.00	5,000.00	5,150.00	5,304.50
314 Other Contractual Services								
320 Prof Services-Auditing	429.60	500.00	500.00	500.00	500.00	500.00	500.00	515.00
321 Professional Services-Legal								530.45
Total Contractual Services	7,123.26	8,585.00	8,240.00	9,085.00	9,085.00	9,085.00	9,357.55	9,538.28
<b>OTHER CHARGES</b>								
505 Other	188.16	400.00	300.00	840.00	840.00	840.00	840.00	891.16
Total Other Charges	188.16	400.00	300.00	840.00	840.00	840.00	840.00	891.16
<b>CAPITAL OUTLAY</b>								
610 Office Equipment								
Total Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>7,359.84</b>	<b>9,085.00</b>	<b>8,640.00</b>	<b>10,025.00</b>	<b>10,025.00</b>	<b>10,025.00</b>	<b>10,325.75</b>	<b>10,335.52</b>

## 1-13-PUBLIC BUILDINGS &amp; GROUNDS

Category	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 Projected	FY08-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>GENERAL FUND</b>								
<b>PERSONNEL SERVICES</b>								
101 Salaries - Full-Time	104,238.83	129,465.00	129,465.00	142,402.86	153,795.09	165,093.70	174,403.63	183,123.81
102 Salaries - Part-Time	8,546.76	9,380.00	9,060.00	9,360.00	9,547.20	9,547.20	9,738.14	9,738.14
103 Overtime Salaries	674.28	1,917.00	1,500.00	2,147.40	2,319.19	2,504.73	2,629.96	2,761.46
104 FICA	8,475.94	10,767.00	10,744.00	11,774.13	12,716.06	13,733.35	14,420.01	15,141.01
105 Insurance Charges	11,816.47	15,531.00	15,531.00	14,763.00	17,715.60	20,372.94	23,428.88	26,943.21
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107 Pension	6,294.77	7,883.00	7,883.00	8,573.00	9,368.84	10,116.19	10,622.00	11,153.10
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	140,047.05	174,923.00	174,183.00	189,120.39	205,459.98	222,373.10	235,242.63	248,860.74
<b>COMMODITIES</b>								
201 Office Supplies	78.50	150.00	150.00	150.00	150.00	150.00	150.00	154.50
202 Books and Periodicals	0.00	50.00	50.00	50.00	50.00	50.00	50.00	53.05
203 Food Supplies	0.00	60.00	60.00	460.00	460.00	460.00	473.80	0.00
204 Wearing Apparel	0.00	1,000.00	2,000.00	3,000.00	3,000.00	3,000.00	3,090.00	488.01
205 Motor Veh Supplies - Fuel	1,706.54	3,244.59	700.00	520.00	700.00	700.00	721.00	3,182.70
206 Maint. Tool Supply	4,057.15	5,000.00	5,000.00	5,600.00	5,600.00	5,600.00	5,768.00	742.63
207 Janitor Supplies	2,044.31	2,800.00	2,800.00	3,000.00	3,000.00	3,000.00	3,090.00	5,941.04
208 Chemical Supplies	3,114.88	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,605.00	3,182.70
211 Other Commodities	10,526.97	13,260.00	14,080.00	16,460.00	16,460.00	16,460.00	16,953.80	3,713.15
Total Commodities								17,462.41
<b>CONTRACTUAL SERVICES</b>								
301 Postage	281.86	450.00	450.00	450.00	450.00	450.00	450.00	463.50
302 Telephone	535.39	650.00	650.00	1,250.00	1,250.00	1,250.00	1,287.50	1,326.13
303 Professional Services-Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306 Rentals	0.00	150.00	150.00	150.00	150.00	150.00	150.00	154.50
308 Legal Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
309 Printing	1,542.38	1,680.00	1,680.00	1,700.00	1,700.00	1,700.00	1,751.00	1,803.53
310 Dues and Subscriptions	32.10	60.00	60.00	60.00	60.00	60.00	61.80	63.65
311 Travel Expense	0.00	100.00	100.00	100.00	100.00	100.00	103.00	106.09
313 Training Assistance	0.00	400.00	200.00	400.00	400.00	400.00	412.00	424.36
314 Other Contractual	186,950.48	227,069.00	227,000.00	230,519.00	230,519.00	230,519.00	237,434.57	244,557.61
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal								
Total Contractual	189,342.21	230,479.00	230,300.00	234,629.00	234,629.00	234,629.00	244,667.87	248,917.91
<b>MAINTENANCE</b>								
401 Bldg. and Grounds	32,639.17	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	33,948.80
409 Machine Equip & Tool Maint.	28.15	600.00	600.00	600.00	600.00	600.00	600.00	636.54
410 Vehicle Maintenance	2.86	1,200.00	1,200.00	1,500.00	1,500.00	1,500.00	1,545.00	1,591.35
411 Radio R & M/Contracts	184.54	200.00	160.00	200.00	200.00	200.00	200.00	212.18
412 Other Repair & Maint.	585.13	1,000.00	500.00	1,000.00	1,000.00	1,000.00	1,030.00	1,080.90
Total Maintenance	33,440.15	35,000.00	34,460.00	35,300.00	35,300.00	35,300.00	36,359.00	37,449.77
<b>OTHER CHARGES</b>								
505 Other	23.00	500.00	200.00	500.00	500.00	500.00	500.00	530.45
Total Other Charges	23.00	500.00	200.00	500.00	500.00	500.00	500.00	530.45
<b>CAPITAL OUTLAY</b>								
602 Buildings								
610 Office Equipment								
611 Machinery & Tools								
613 Motor Vehicles								
617 Radio Systems								
618 Other Capital								
Total Capital Outlay	5,328.89	8,746.00	18,344.00	4,500.00	7,850.00	0.00	0.00	0.00
	5,328.89	8,746.00	18,344.00	38,700.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>378,708.27</b>	<b>462,908.00</b>	<b>471,567.00</b>	<b>514,709.39</b>	<b>492,348.98</b>	<b>509,262.10</b>	<b>522,131.63</b>	<b>544,356.41</b>

\*Forty percent of the Administration Fund is allocated to Sewer Fund 02-41.

1-14-ADMINISTRATIVE  
GENERAL FUND

			8-09 Budgeted	FY07-08 YE Estimate	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>PERSONNEL SERVICES</b>								
101 Salaries - Full-Time								
102 Salaries - Part-Time	209,596.28	230,356.00	228,000.00	296,385.00	320,095.50	345,703.46	362,988.64	381,138.07
103 Overtime Salaries	0.00	0.00	1,200.00	10,427.00	10,635.54	10,635.54	10,848.25	11,065.22
104 FICA	15,484.00	17,622.00	17,622.00	23,563.00	25,448.04	27,483.88	28,858.08	30,300.98
105 Insurance Charges	13,513.51	14,721.00	14,000.00	20,708.00	24,849.60	28,577.04	32,883.60	37,793.14
106 Other Personal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107 Pension	9,346.84	10,391.00	10,391.00	13,498.00	14,577.84	15,744.07	16,531.27	17,357.83
108 Pension/ICMA	3,246.27	3,450.00	3,365.00	4,357.00	4,705.56	5,082.00	5,336.11	5,602.91
109 Self Hlth Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110 Excess Ins Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	251,466.55	277,020.00	274,578.00	370,138.00	401,608.38	434,525.68	458,856.60	484,584.33
<b>COMMODITIES</b>								
200 Inter-Fund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201 Office Supplies	5,352.56	4,500.00	4,500.00	5,400.00	5,400.00	5,400.00	5,400.00	5,562.00
202 Books and Periodicals	602.83	400.00	400.00	480.00	480.00	480.00	494.40	509.23
203 Food Supplies	77.46	275.00	200.00	330.00	330.00	330.00	339.90	350.10
204 Wearing Apparel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205 Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211 Other- auto supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Commodities	6,032.85	5,175.00	5,100.00	6,210.00	6,210.00	6,210.00	6,396.30	6,598.19
<b>CONTRACTUAL SERVICES</b>								
301 Postage	2,445.65	3,000.00	2,900.00	3,600.00	3,600.00	3,600.00	3,600.00	3,708.90
302 Telephone	4,129.26	4,100.00	3,600.00	3,955.00	3,955.00	3,955.00	4,073.55	4,195.86
303 Professional Services-Other	698.95	13,000.00	12,000.00	3,600.00	3,600.00	3,600.00	3,600.00	3,708.00
304 Utilities	9,449.13	9,000.00	9,000.00	10,800.00	10,800.00	10,800.00	11,124.00	11,457.72
305 Insurance and Bonds	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306 Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	2,400.00	2,850.00	2,850.00	3,420.00	3,420.00	3,420.00	3,420.00	3,522.60
308 Legal Advertising	279.53	500.00	500.00	600.00	600.00	600.00	600.00	618.00
309 Printing	1,348.83	2,300.00	2,000.00	2,750.00	2,750.00	2,750.00	2,842.80	2,928.08
310 Dues and Subscriptions	1,502.29	1,700.00	1,700.00	2,040.00	2,040.00	2,040.00	2,101.20	2,164.24
311 Travel Expense	8,091.52	14,925.00	14,000.00	13,873.00	13,873.00	13,873.00	14,289.19	14,717.87
313 Training Assistance	4,235.17	12,860.00	11,500.00	14,987.00	14,987.00	14,987.00	15,446.91	15,910.32
314 Other Contractual Services	7,531.39	13,500.00	10,000.00	16,200.00	16,200.00	16,200.00	16,686.00	17,196.58
320 Prof Services-Auditing	11,584.34	17,000.00	17,000.00	24,000.00	24,000.00	24,000.00	24,720.00	25,481.60
321 Prof Services-Legal	22,111.02	25,000.00	23,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,900.00
Total Contractual Services	75,811.10	119,735.00	110,050.00	129,845.00	129,845.00	129,845.00	139,845.00	137,740.35
<b>MAINTENANCE</b>								
401 Building and Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
409 Machine Equip & Tool Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
410 Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>OTHER CHARGES</b>								
501 Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
502 Bond Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
505 Other Charges	5,982.20	8,000.00	7,500.00	9,600.00	9,600.00	9,600.00	9,688.00	10,184.64
509 Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 County Treasurer Fee	32,509.85	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,750.00	26,522.50
514 Financial Lending Bond Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
515 Fee Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Charges	38,492.05	33,000.00	32,500.00	34,600.00	34,600.00	34,600.00	35,338.00	36,707.14

4  
ed

Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	-09 Budgeted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>CAPITAL OUTLAY</b>								
610 Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
613 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
617 Radio Systems	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
618 Other Capital Outlay	3,951.66	4,437.00	4,437.00	4,437.00	4,437.00	4,350.00	0.00	0.00
<b>Total Capital Outlay</b>	<b>3,951.66</b>	<b>4,437.00</b>	<b>4,437.00</b>	<b>4,437.00</b>	<b>4,437.00</b>	<b>4,350.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>375,754.21</b>	<b>439,367.00</b>	<b>426,665.00</b>	<b>545,143.00</b>	<b>572,263.38</b>	<b>605,280.68</b>	<b>629,550.60</b>	<b>660,358.98</b>
								<b>693,315.30</b>

\*Forty percent of the Administration Fund is allocated to Sewer Fund 02-41.

1-15-POLICE  
GENERAL FUND

1-15-POLICE GENERAL FUND	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 ,Justed	FY09-10 Projected	FY11-12 Projected	FY12-13 Projected
<b>PERSONNEL SERVICES</b>							
101 Salaries - Full-Time	1,747,727.18	1,917,220.34	1,890,000.00	2,102,044.00	2,270,207.52	2,451,824.12	2,574,415.33
102 Salaries - Part-Time	10,587.69	13,067.00	13,067.00	14,118.00	14,400.36	14,688.37	2,831,292.90
103 Overtime Salaries	151,340.61	135,275.55	130,000.00	143,119.00	155,108.52	167,517.20	14,688.37
104 FICA	140,372.53	158,003.06	154,500.00	172,834.00	186,660.72	201,595.58	193,322.10
105 Insurance Charges	288,989.45	311,266.36	300,000.00	381,319.00	457,562.80	526,220.22	233,369.77
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00	800,315.18
107 Pension/Civilian	7,687.38	8,259.00	7,200.00	8,603.00	9,281.24	10,034.54	0.00
108 Pension/Police	106,390.32	114,891.07	114,000.00	126,136.00	136,226.88	147,125.03	11,616.23
109 Self Insurance Expense	2,453,095.16	2,557,982.38	2,608,767.00	2,946,673.00	3,229,195.68	3,518,715.05	4,262,520.16
Total Personnel Services	68,843.57	66,748.00	91,748.00	102,748.00	102,748.00	102,748.00	3,993,963.76
<b>COMMODITIES</b>							
200 Inter-Fund Transfers	4,271.57	7,000.00	5,000.00	6,000.00	6,000.00	6,000.00	6,180.00
201 Office Supplies	251.50	748.00	748.00	748.00	748.00	748.00	793.55
202 Books and Periodicals	131.90	250.00	250.00	250.00	250.00	250.00	265.23
203 Food Supplies	13,434.26	13,750.00	13,750.00	18,750.00	18,750.00	18,750.00	19,891.88
204 Wearing Apparel	49,229.21	43,000.00	70,000.00	75,000.00	75,000.00	75,000.00	79,567.50
205 Motor Vehicle Supplies	962.93	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,591.35
206 Lab and Maint Supplies	262.20	500.00	500.00	500.00	500.00	500.00	510.00
208 Chemical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	300.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Commodities	68,843.57	66,748.00	91,748.00	102,748.00	102,748.00	102,748.00	109,005.35
<b>CONTRACTUAL SERVICES</b>							
301 Postage	1,637.19	2,500.00	2,500.00	2,800.00	2,800.00	2,800.00	2,884.00
302 Telephone	12,644.34	13,000.00	11,500.00	9,000.00	9,000.00	9,000.00	9,270.00
303 Prof Services-Other	20,972.70	23,300.00	23,300.00	0.00	0.00	0.00	0.00
304 Utilities	41,974.56	46,000.00	46,000.00	47,500.00	47,500.00	47,500.00	50,392.75
305 Insurance and Bonds	0.00	250.00	150.00	250.00	250.00	250.00	265.23
306 Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	180.49	500.00	400.00	500.00	500.00	500.00	515.00
308 Legal Advertising	4,372.56	4,000.00	4,000.00	5,000.00	5,000.00	5,000.00	5,304.50
309 Printing	899.37	1,000.00	950.00	1,000.00	1,000.00	1,000.00	1,030.00
310 Dues and Subscriptions	3,521.18	10,000.00	9,000.00	12,570.00	12,570.00	12,570.00	12,947.10
311 Travel Expense	1,068.25	1,000.00	3,300.00	3,300.00	3,300.00	3,300.00	3,399.00
312 Towel and Cleaning Service	9,713.00	18,000.00	14,000.00	15,900.00	15,900.00	15,900.00	16,377.00
313 Training Assistance	27,599.80	26,000.00	26,000.00	68,760.00	76,140.00	76,140.00	78,424.20
314 Other Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	66,016.93
320 Prof Services-Auditing	2,713.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,150.00
321 Professional Services-Legal	127,296.44	150,550.00	146,000.00	171,550.00	178,960.00	178,960.00	184,328.80
Total Contractual Services	17,089.06	15,500.00	19,250.00	18,500.00	18,500.00	18,500.00	17,508.66
<b>MAINTENANCE</b>							
401 Building and Grounds	354.50	1,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,121.80
409 Machine Equip and Tool Maint.	14,391.37	12,000.00	15,000.00	14,000.00	14,000.00	14,000.00	14,882.60
410 Motor Vehicle Maintenance	1,176.93	1,500.00	1,750.00	1,500.00	1,500.00	1,500.00	1,591.35
411 Radio Maintenance	1,166.16	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,050.90
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Maintenance	17,089.06	15,500.00	19,250.00	18,500.00	18,500.00	18,500.00	19,055.00
<b>OTHER CHARGES</b>							
505 Other Charges	20,978.34	26,500.00	26,500.00	26,500.00	26,500.00	26,500.00	27,295.00
520 Emergency Expenditures	20,978.34	26,500.00	26,500.00	26,500.00	26,500.00	26,500.00	28,113.85
Total Other Charges	41,956.68	52,000.00	52,000.00	52,000.00	52,000.00	52,000.00	55,408.85

Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 Adjusted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	14 .led
<b>CAPITAL OUTLAY</b>									
610 Office Equipment	0.00	104,500.00	104,500.00	0.00	0.00	0.00	0.00	0.00	0.00
613 Motor Vehicles									
617 Radio Systems									
623 Grant Money Expenditures									
618 Other Capital Outlay	30,728.45	1,500.00	1,500.00	9,800.00	0.00	0.00	0.00	0.00	0.00
Total Capital Outlay	30,728.45	106,000.00	106,000.00	9,800.00	0.00	0.00	0.00	0.00	0.00
<b>INTER-FUND TRANSFERS</b>									
700 Transfer to Sinking Fund									
Total Inter-fund Transfers									
<b>TOTAL</b>	<b>2,718,031.02</b>	<b>3,023,280.38</b>	<b>2,998,365.00</b>	<b>3,277,801.00</b>	<b>3,555,903.68</b>	<b>3,845,423.05</b>	<b>4,073,260.81</b>	<b>4,330,473.00</b>	<b>4,594,364.67</b>

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	3-09 Budgeted	FY08-09 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>1-16-ANIMAL CONTROL</b>								
<b>GENERAL FUND</b>								
CONTRACTUAL SERVICES								
314 Other Contractual Services	36,730.92	43,000.00	38,700.00	43,000.00	45,150.00	47,407.50	49,777.88	52,266.77
Total Contractual Services	36,730.92	43,000.00	38,700.00	43,000.00	45,150.00	47,407.50	49,777.88	52,266.77
<b>TOTAL</b>	<b>36,730.92</b>	<b>43,000.00</b>	<b>38,700.00</b>	<b>43,000.00</b>	<b>45,150.00</b>	<b>47,407.50</b>	<b>49,777.88</b>	<b>52,266.77</b>
								<b>54,880.11</b>



Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	1-09 Adjusted	FY08-10 Projected	FY09-11 Projected	FY10-12 Projected	FY11-12 Projected	FY12-13 Projected	4 ed
<b>CAPITAL OUTLAY</b>										
610 Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
611 Machines and Tools	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
613 Motor Vehicles										
615 Fire Hose										
617 Radio Systems										
618 Other Capital Outlay	23,566.48	272,347.00	15,000.00	123,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Outlay	23,566.48	272,347.00	15,000.00	123,000.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>314,778.14</b>	<b>759,273.44</b>	<b>443,025.18</b>	<b>637,198.00</b>	<b>530,642.12</b>	<b>548,189.03</b>	<b>562,337.54</b>	<b>587,837.52</b>	<b>615,028.49</b>	

1-18-COMMUNITY DEVELOPMENT  
GENERAL FUND

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	3-09 Budgeted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>GENERAL FUND</b>								
PERSONNEL SERVICES								
101 Salaries - Full Time	310,775.19	346,652.00	341,171.00	365,797.00	395,060.76	428,665.62	447,988.90	470,398.85
102 Salaries - Part-Time	17,319.88	26,329.00	25,000.00	26,329.00	26,329.00	26,855.58	27,392.69	27,392.69
103 Overtime Salaries	551.87	592.00	460.00	69.00	657.72	710.34	745.85	783.15
104 FICA	24,731.77	28,571.00	26,748.00	30,044.00	32,447.52	35,043.32	36,755.49	38,635.26
105 Employee Benefit - Insurance	23,255.28	26,082.00	27,819.00	32,085.00	38,502.00	44,277.30	50,918.90	56,556.73
107 Civilian Pension City's Exp	18,671.70	20,829.00	20,498.00	21,984.00	23,742.72	25,642.14	26,924.24	28,270.46
108 Pension/ICMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109 Self Insurance Expense								
Total Personnel Services	395,305.69	448,955.00	441,696.00	476,848.00	516,739.72	559,194.30	590,238.96	624,037.13
COMMODITIES								
200 Inter-Fund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201 Office Supplies	3,691.71	3,000.00	2,678.00	3,000.00	3,000.00	3,000.00	3,090.00	3,182.70
202 Books and Periodicals	1,150.74	500.00	500.00	1,000.00	1,000.00	1,000.00	1,030.00	1,060.90
203 Food Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
204 Wearing Apparel	844.82	1,000.00	1,100.00	1,500.00	1,500.00	1,500.00	1,545.00	1,591.35
205 Motor Vehicle Supplies	4,050.92	3,000.00	3,145.00	3,300.00	3,300.00	3,300.00	3,399.00	3,500.97
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Commodities	9,738.19	7,500.00	7,423.00	8,800.00	8,800.00	8,800.00	8,800.00	9,335.92
CONTRACTUAL SERVICES								
301 Postage	2,367.67	1,000.00	972.00	1,000.00	1,000.00	1,000.00	1,000.00	1,030.00
302 Telephone	260.45	300.00	222.00	1,580.00	1,580.00	1,580.00	1,627.40	1,676.22
303 Prof Services-Other	103,973.82	80,000.00	68,192.00	70,000.00	70,000.00	70,000.00	72,100.00	74,263.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	550.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,236.00	1,273.08
308 Legal Advertising	1,246.60	1,200.00	1,187.00	1,200.00	1,200.00	1,200.00	1,236.00	1,273.08
309 Printing	2,287.78	2,000.00	2,774.00	4,000.00	4,000.00	4,000.00	4,120.00	4,243.60
310 Dues and Subscriptions	1,366.14	1,200.00	1,353.00	1,200.00	1,200.00	1,200.00	1,236.00	1,273.08
311 Travel Exp(Net)/Mileage	3,120.02	6,747.00	4,899.00	8,687.00	8,687.00	8,687.00	8,947.61	9,216.04
313 Training	1,370.00	4,235.00	4,200.00	3,710.00	3,710.00	3,710.00	3,821.30	3,955.94
314 Other Contractual	4,728.17	30,500.00	27,628.00	15,000.00	15,000.00	15,000.00	15,450.00	15,913.50
320 Prof Services-auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321 Professional Services-legal	33,927.23	25,000.00	17,065.00	20,000.00	20,000.00	20,000.00	20,600.00	21,218.00
413 Caddi Mapping Grant								
Total Contractual Services	155,207.88	153,382.00	129,662.00	127,577.00	127,577.00	127,577.00	131,404.31	135,346.44
Maintenance								
410 Motor Vehicle Maintenance		500.00	43.00	500.00	500.00	500.00	515.00	530.45
411 Radio Maintenance	0.00	350.00	0.00	350.00	350.00	350.00	360.50	371.32
412 Other Maintenance								
Total Maintenance	0.00	850.00	43.00	850.00	850.00	850.00	850.00	901.77
OTHER CHARGES								
505 Other	2,485.40	2,000.00	1,238.00	25,000.00	25,000.00	25,000.00	25,750.00	26,522.50
509 Refunds		2,485.40	2,000.00	1,238.00	25,000.00	25,000.00	25,750.00	26,522.50
Total Other Charges								
CAPITAL OUTLAY								
610 Office Equipment								
613 Motor Vehicle								
617 Radio Systems								
618 Other Capital Outlay								
Total Capital Outlay								
<b>TOTAL</b>	<b>562,737.16</b>	<b>612,587.00</b>	<b>580,092.00</b>	<b>655,575.00</b>	<b>678,986.72</b>	<b>721,421.30</b>	<b>752,465.96</b>	<b>791,130.94</b>
								<b>831,831.65</b>

Page 42

\*Forty percent of the Streets Administration Fund is allocated to Sewer Fund 02-41.

1-19-STREET ADMINISTRATION  
GENERAL FUND

	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>PERSONNEL SERVICES</b>							
101 Salaries - Full-Time							
102 Salaries - Part-Time	60,468.29	63,690.00	63,690.00	81,574.00	88,099.82	95,147.91	99,905.31
103 Overtime Salaries	178.75	267.00	267.00	332.00	2,656.00	2,868.48	3,011.90
104 FICA	51.84	4,893.00	4,893.00	6,286.00	6,767.28	7,308.66	7,674.10
105 Insurance Charges	4,362.30	7,312.41	7,761.00	10,914.00	13,096.80	15,061.32	17,320.52
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107 Pension	3,631.33	3,837.00	3,837.00	4,914.00	5,307.12	5,731.69	6,018.27
108 Pension/ICMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Personnel Services</b>	<b>76,004.92</b>	<b>80,448.00</b>	<b>80,448.00</b>	<b>104,000.00</b>	<b>115,327.12</b>	<b>126,118.07</b>	<b>133,930.10</b>
<b>COMMODITIES</b>							
200 Inter-Fund Transfers							
201 Office Supplies	0.00	50.00	0.00	60.00	60.00	60.00	60.00
<b>Total Commodities</b>	<b>0.00</b>	<b>50.00</b>	<b>0.00</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>	<b>60.00</b>
<b>CONTRACTUAL SERVICES</b>							
302 Tel/Cell/Paper							
303 Prof Services - Other	180.00	180.00	180.00	432.00	432.00	432.00	444.96
307 Car Allowance	35.00	0.00	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
309 Printing	30.00	69.00	69.00	36.00	36.00	36.00	37.08
310 Dues & Subscriptions	111.31	150.00	87.00	180.00	180.00	180.00	185.40
311 Travel & Mileage	437.32	1,004.00	1,125.00	1,242.00	1,242.00	1,242.00	1,279.26
312 Uniform Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	0.00
313 Training Assistance	610.00	688.00	611.00	886.00	886.00	912.58	939.96
314 Other Contractual Services	1,695.23	1,775.00	1,325.00	2,130.00	2,130.00	2,130.00	2,193.90
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Professional Services-Legal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Contractual Services</b>	<b>3,068.86</b>	<b>3,827.00</b>	<b>3,397.00</b>	<b>4,906.00</b>	<b>4,906.00</b>	<b>4,906.00</b>	<b>5,053.18</b>
<b>OTHER CHARGES</b>							
505 Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
509 Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Charges</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CAPITAL OUTLAY</b>							
618 Other Capital Outlay							
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>3,200.00</b>	<b>3,200.00</b>	<b>3,200.00</b>	<b>3,200.00</b>	<b>3,200.00</b>	<b>3,204.78</b>
<b>TOTAL</b>	<b>79,073.78</b>	<b>87,525.00</b>	<b>87,045.00</b>	<b>108,966.00</b>	<b>120,893.12</b>	<b>131,084.07</b>	<b>138,896.10</b>

\*Forty percent of the Streets Administration Fund is allocated to Sewer Fund 02-41.

**TOTAL** 79,073.78 87,525.00 87,045.00 108,966.00 120,893.12 131,084.07 138,896.10 147,473.64 156,736.88

## Budget Code &amp; Classification

	FY06-07 Actual	FY07-08 Adopted	FY07-08 Y/E Estimate	9-09 Budgeted	FY09-10 Projected	FY11-12 Projected	FY12-13 Projected
<b>PERSONNEL SERVICES</b>							
101 Salaries - Full-Time							
102 Salaries - Part-Time	497,913.76	558,539.00	532,702.00	616,047.00	665,330.76	718,557.22	754,485.08
103 Overtime Salaries	33,177.77	40,850.00	40,850.00	40,850.00	41,667.00	41,667.00	42,500.34
104 FICA	17,003.00	16,003.00	18,633.00	20,123.64	21,733.53	22,820.21	23,961.22
105 Insurance Charges	47,154.00	45,101.00	51,678.00	55,812.24	60,277.22	63,291.08	66,455.63
106 Other Personnel Services	102,928.07	113,016.00	125,016.00	158,143.00	189,771.60	218,237.34	250,972.94
107 Pension	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109 Self Insurance Expense	31,620.99	34,532.00	32,922.00	38,061.00	41,127.48	44,417.68	46,638.56
110 Excess Ins. Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Personnel Services</b>	<b>735,780.82</b>	<b>811,094.00</b>	<b>792,594.00</b>	<b>923,422.00</b>	<b>1,013,015.72</b>	<b>1,04,889.99</b>	<b>1,179,874.87</b>
<b>COMMODITIES</b>							
201 Office Supplies	1,414.30	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,030.00
202 Books and Periodicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203 Food Supplies	73.59	110.00	50.00	110.00	110.00	110.00	113.30
204 Wearing Apparel	1,905.98	2,200.00	2,200.00	2,350.00	2,350.00	2,350.00	2,420.50
205 Motor Vehicle Supplies	48,012.62	51,500.00	56,500.00	56,500.00	56,500.00	56,500.00	56,195.00
206 Lab and Maint Supplies	2,536.77	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,090.00
207 Janitor Supplies	1,262.98	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,339.00
208 Chemical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209 Welding Supplies	1,380.90	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,339.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Commodities</b>	<b>56,587.14</b>	<b>60,410.00</b>	<b>65,350.00</b>	<b>65,560.00</b>	<b>65,560.00</b>	<b>65,560.00</b>	<b>67,526.80</b>
<b>CONTRACTUAL SERVICES</b>							
301 Postage	362.36	500.00	500.00	550.00	550.00	550.00	550.00
302 Telephone	3,935.22	4,000.00	3,500.00	4,000.00	4,000.00	4,000.00	4,120.00
303 Prof Services-Other	12,437.95	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,390.00
304 Utilities	275,494.57	287,408.00	283,325.00	301,778.00	301,778.00	301,778.00	310,831.34
306 Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	9.25	50.00	50.00	50.00	50.00	50.00	51.50
309 Printing	1,542.60	1,600.00	1,600.00	1,690.00	1,690.00	1,690.00	1,740.70
310 Dues and Subscriptions	315.97	350.00	350.00	350.00	350.00	350.00	360.50
311 Travel Expense	2,660.58	3,534.00	3,534.00	4,079.00	4,079.00	4,079.00	4,201.37
312 Towel and Cleaning Service	4,665.91	5,150.00	5,650.00	5,650.00	5,650.00	5,650.00	5,819.50
313 Training Assistance	2,335.00	2,305.00	2,305.00	2,795.00	2,795.00	2,795.00	2,878.85
314 Other Contractual Services	27,846.38	17,300.00	17,300.00	78,800.00	90,800.00	90,800.00	93,524.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	362.10	2,000.00	0.00	1,110.00	1,110.00	1,110.00	1,143.30
<b>Total Contractual Services</b>	<b>331,987.89</b>	<b>337,197.00</b>	<b>330,614.00</b>	<b>413,852.00</b>	<b>425,452.00</b>	<b>425,852.00</b>	<b>438,627.56</b>
<b>Maintenance</b>							
401 Buildings and Grounds	6,053.68	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,150.00
402 Bridges and Culverts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
406 Storm Sewers	3,418.33	1,500.00	1,790.00	1,500.00	1,500.00	1,500.00	1,545.00
407 Sidewalk & Curb Maint	0.00	12,500.00	9,000.00	11,930.00	11,930.00	11,930.00	12,287.90
408 Street Maintenance	26,749.70	60,800.00	60,800.00	60,800.00	60,800.00	60,800.00	62,624.00
409 Machine Equip and Tool Maint.	2,126.48	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,605.00
410 Motor Vehicle Maintenance	40,349.36	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	44,290.00
411 Radio Maintenance	246.00	250.00	250.00	250.00	250.00	250.00	257.50
412 Other Maintenance	0.00	43,373.00	87,115.00	43,373.00	43,373.00	43,373.00	0.00
413 Traffic Signs	0.00	27,400.00	27,400.00	27,400.00	27,400.00	27,400.00	0.00
<b>Total Maintenance</b>	<b>78,943.55</b>	<b>197,323.00</b>	<b>237,855.00</b>	<b>196,753.00</b>	<b>196,753.00</b>	<b>196,753.00</b>	<b>133,652.18</b>
<b>OTHER CHARGES</b>							
505 Other Charges	409.43	250.00	3,670.00	400.00	400.00	400.00	412.00
<b>Total Other Charges</b>	<b>409.43</b>	<b>250.00</b>	<b>3,670.00</b>	<b>400.00</b>	<b>400.00</b>	<b>400.00</b>	<b>424.36</b>

14  
.ed

FY12-13  
Projected

FY11-12  
Projected

FY10-11  
Projected

FY09-10  
Projected

FY07-08  
Adopted

FY06-07  
Actual

14  
Page 5

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 Projected	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>CAPITAL OUTLAY</b>								
610 Office Equipment								
613 Motor Vehicles								
614 Road Machinery								
617 Radio Systems								
618 Other Capital Outlay								
Total Capital Outlay								
<b>TOTAL</b>	<b>1,203,688.83</b>	<b>1,520,274.00</b>	<b>1,543,451.00</b>	<b>1,604,497.00</b>	<b>1,701,580.72</b>	<b>1,793,454.99</b>	<b>1,868,439.87</b>	<b>1,899,041.66</b>
								<b>1,946,204.10</b>

## Budget Code &amp; Classification

1-22-PARK MAINTENANCE  
GENERAL FUNDFY06-07  
ActualFY07-08  
AdoptedFY07-08  
YE EstimateFY05-10  
ProjectedFY11-12  
ProjectedFY12-13  
Projected14  
led

<b>PERSONNEL SERVICES</b>								
101 Salaries - Full-time	324,796.43	379,102.00	354,000.00	413,506.00	446,586.48	482,313.40	506,429.07	531,750.32
102 Salaries - Part-Time	36,447.52	68,000.00	68,000.00	68,000.00	68,000.00	69,360.00	69,360.00	558,338.05
103 Overtime Salaries	16,149.69	9,942.00	12,058.00	13,022.64	14,064.45	14,767.67	15,747.20	70,747.20
104 FICA	34,988.00	33,044.00	37,758.00	40,778.64	44,040.93	46,242.98	48,555.13	16,281.36
105 Insurance Charges	84,358.00	84,358.00	110,069.00	152,082.80	151,695.22	174,679.50	200,881.43	50,982.88
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,013.64
107 Pension	20,444.96	23,403.00	21,837.00	25,534.00	27,576.72	29,782.86	31,272.00	32,835.60
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,477.38
110 Excess Ins Reimb	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Personnel Services</b>	<b>496,403.98</b>	<b>600,803.00</b>	<b>571,181.00</b>	<b>666,925.00</b>	<b>728,047.28</b>	<b>791,156.86</b>	<b>842,751.22</b>	<b>900,275.93</b>
<b>COMMODITIES</b>								
200 Inter-Fund Transfers								
202 Books and Periodicals								
203 Food Supplies	53.57	90.00	45.00	90.00	90.00	90.00	90.00	92.70
204 Wearing Apparel	1,516.83	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	95.48
205 Motor Vehicle Supplies	19,954.38	22,600.00	22,800.00	24,860.00	24,860.00	24,860.00	25,605.80	1,982.67
206 Lab and Maint. Supplies	1,670.46	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,781.00	26,373.97
207 Janitor Supplies	686.24	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,030.00	2,854.43
208 Chemical Supplies	711.20	1,482.00	1,800.00	1,800.00	1,800.00	1,800.00	1,854.00	1,060.90
209 Welding Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,909.62
210 Botanical Supplies	6,437.60	7,500.00	7,500.00	9,000.00	9,000.00	9,000.00	9,270.00	9,568.10
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Commodities</b>	<b>31,030.28</b>	<b>37,240.00</b>	<b>37,177.00</b>	<b>41,300.00</b>	<b>41,300.00</b>	<b>41,300.00</b>	<b>42,539.00</b>	<b>43,875.17</b>
<b>CONTRACTUAL SERVICES</b>								
301 Postage	0.41	25.00	25.00	25.00	25.00	25.00	25.00	25.75
302 Telephone-Cellular-Paper	681.55	600.00	550.00	600.00	600.00	600.00	600.00	636.54
303 Prof Services-Other	2,549.77	2,900.00	2,900.00	3,300.00	3,300.00	3,300.00	3,300.00	3,500.97
304 Utilities	7,004.12	10,500.00	10,500.00	11,025.00	11,025.00	11,025.00	11,025.00	11,686.42
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306 Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	15.42	100.00	94.00	100.00	100.00	100.00	100.00	106.09
309 Printing	151.10	100.00	153.00	100.00	100.00	100.00	100.00	106.09
310 Dues and Subscriptions	521.55	525.00	525.00	525.00	525.00	525.00	525.00	540.75
311 Travel Expense	776.60	1,641.00	1,400.00	1,921.00	1,921.00	1,921.00	1,921.00	566.97
312 Towel and Cleaning Service	2,233.00	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00	2,369.00	2,377.98
313 Training Assistance	1,743.00	2,040.00	1,950.00	2,540.00	2,540.00	2,540.00	2,616.20	2,440.07
314 Other Contractual Services	17,591.24	35,144.00	42,144.00	34,794.00	34,794.00	34,794.00	34,794.00	26,694.69
320 Prof Services-Auditing								23,094.73
321 Professional Services-Legal								
<b>Total Contractual Services</b>	<b>33,287.76</b>	<b>55,875.00</b>	<b>62,541.00</b>	<b>57,230.00</b>	<b>57,230.00</b>	<b>57,230.00</b>	<b>57,230.00</b>	<b>46,897.08</b>
<b>MAINTENANCE</b>								
401 Building and Grounds	13,507.62	17,500.00	19,800.00	17,500.00	17,500.00	17,500.00	17,500.00	18,025.00
407 Sidewalk & Curb Maint	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
408 Street Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
409 Machine Equip and Tool Maint.	2,357.61	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,080.00
410 Motor Vehicle Maintenance	14,500.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,510.00
411 Radio Maintenance	157.00	382.00	150.00	150.00	150.00	150.00	150.00	158.14
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Maintenance</b>	<b>40,459.22</b>	<b>35,150.00</b>	<b>40,182.00</b>	<b>37,650.00</b>	<b>37,650.00</b>	<b>37,650.00</b>	<b>37,650.00</b>	<b>38,779.50</b>
<b>OTHER CHARGES</b>								
505 Other Charges	253.00	0.00	318.00	5,236.00	5,236.00	5,236.00	5,236.00	5,393.08
<b>Total Other Charges</b>	<b>253.00</b>	<b>0.00</b>	<b>318.00</b>	<b>5,236.00</b>	<b>5,236.00</b>	<b>5,236.00</b>	<b>5,236.00</b>	<b>5,393.08</b>

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	3-09 Adjusted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>CAPITAL OUTLAY</b>								
613 Motor Vehicle				57,000.00				
617 Radio Systems								
618 Other Capital Outlay	0.00	78,000.00	73,996.00	52,400.00	0.00	0.00	0.00	0.00
Total Capital Outlay	0.00	78,000.00	73,996.00	109,400.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>601,444.24</b>	<b>807,068.00</b>	<b>785,395.00</b>	<b>917,741.00</b>	<b>869,463.28</b>	<b>932,872.86</b>	<b>984,167.22</b>	<b>1,032,518.66</b>
								<b>1,098,050.53</b>



4  
2d

FY12-13  
Projected

FY11-12  
Projected

FY10-11  
Projected

FY09-10  
Projected

FY08-09  
Projected

FY07-08  
Projected

FY06-07  
Projected

FY06-07  
Actual

CAPITAL OUTLAY  
601 Land  
623 Grant Money Expenditures  
610 Office & Equipment  
618 Other Capital Outlay  
Total Capital Outlay

FY06-07  
Actual

FY07-08  
Adopted

FY07-08  
YE Estimate

1-09  
asted

FY09-10  
Projected

FY10-11  
Projected

FY11-12  
Projected

FY12-13  
Projected

601 Land  
623 Grant Money Expenditures  
610 Office & Equipment  
618 Other Capital Outlay  
Total Capital Outlay

7,213.40  
7,213.40  
7,213.40  
365,553.39  
TOTAL

5,400.00  
5,400.00  
5,400.00  
434,309.00  
434,309.00

5,400.00  
5,400.00  
5,400.00  
438,893.00  
438,893.00

6,800.00  
6,800.00  
6,800.00  
473,218.00  
473,218.00

0.00  
0.00  
0.00  
494,165.64  
494,165.64

0.00  
0.00  
0.00  
523,996.66  
523,996.66

0.00  
0.00  
0.00  
546,937.26  
546,937.26

0.00  
0.00  
0.00  
575,470.74  
575,470.74

0.00  
0.00  
0.00  
604,157.03  
604,157.03

1-24-SPORTS COMPLEX RECREATION  
GENERAL FUND

	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 Budgeted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>PERSONNEL SERVICES</b>								
101 Salary - Full Time								
102 Salary - Part Time	17,974.64	15,000.00	15,000.00	22,500.00	22,500.00	22,950.00	23,409.00	23,409.00
103 Salary - Overtime	56.25	300.00	300.00	700.00	700.00	714.00	728.28	728.28
104 FICA	1,379.42	1,170.00	1,170.00	1,774.00	1,774.00	1,809.48	1,845.67	1,845.67
<b>Total Personnel Services</b>	<b>19,410.31</b>	<b>16,470.00</b>	<b>16,470.00</b>	<b>24,974.00</b>	<b>24,974.00</b>	<b>25,473.48</b>	<b>25,982.95</b>	<b>25,982.95</b>
<b>COMMODITIES</b>								
200 Inter-Fund Transfers								
206 Lab and Maint Supplies	795.05	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,030.00	1,060.90
207 Janitorial Supplies	607.32	500.00	750.00	750.00	750.00	750.00	772.56	795.68
208 Chemical Supplies	1,390.00	1,600.00	1,585.00	1,600.00	1,600.00	1,600.00	1,648.00	1,697.44
<b>Total Commodities</b>	<b>2,792.37</b>	<b>3,100.00</b>	<b>3,335.00</b>	<b>3,350.00</b>	<b>3,350.00</b>	<b>3,350.00</b>	<b>3,350.50</b>	<b>3,554.02</b>
<b>CONTRACTUAL SERVICES</b>								
302 Tele/Cellular/Paging	1,067.25	1,000.00	750.00	1,000.00	1,000.00	1,000.00	1,030.00	1,060.90
303 Prof Services-Other	157.50							
304 Utilities	32,177.22	33,000.00	33,000.00	35,000.00	35,000.00	35,000.00	36,050.00	37,131.50
305 Insurance and Bonds								
306 Rentals								
314 Other Contractual Services	1,393.05	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,030.00	1,060.90
320 Prof Services-Auditing								
321 Professional Services-Legal								
<b>Total Contractual Services</b>	<b>34,785.02</b>	<b>35,000.00</b>	<b>34,750.00</b>	<b>37,000.00</b>	<b>37,000.00</b>	<b>37,000.00</b>	<b>38,110.00</b>	<b>39,253.30</b>
<b>MAINTENANCE</b>								
401 Building and Grounds	11,550.61	12,000.00	12,000.00	14,000.00	14,000.00	14,000.00	14,420.00	14,852.60
409 Mach/Equip/Tools	188.75	200.00	200.00	200.00	200.00	200.00	206.00	212.18
<b>Total Maintenance</b>	<b>11,739.36</b>	<b>12,200.00</b>	<b>12,200.00</b>	<b>14,200.00</b>	<b>14,200.00</b>	<b>14,200.00</b>	<b>14,626.00</b>	<b>15,064.78</b>
<b>OTHER CHARGES</b>								
505 Other Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Charges</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CAPITAL OUTLAY</b>								
618 Other Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>68,727.06</b>	<b>66,770.00</b>	<b>66,755.00</b>	<b>79,524.00</b>	<b>79,524.00</b>	<b>80,023.48</b>	<b>82,169.45</b>	<b>83,855.04</b>

1-25-LIBRARY  
GENERAL FUND

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	3-09 Budgeted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>1-25-LIBRARY</b>								
<b>GENERAL FUND</b>								
<b>PERSONNEL SERVICES</b>								
101 Salaries - Full-Time	205,279.30	218,968.00	204,908.00	232,517.00	251,118.36	271,207.83	284,768.22	299,006.63
102 Salaries - Part-Time	56,168.12	108,390.00	87,148.00	96,588.00	98,519.76	98,519.76	100,490.16	100,490.16
103 Overtime Salaries	25.44	0.00	1,047.00	0.00	0.00	0.00	0.00	0.00
104 FICA	19,536.00	25,043.00	22,415.00	25,177.00	27,191.16	29,366.45	30,834.78	32,376.51
105 Insurance Charges	26,373.45	28,567.00	25,569.00	30,011.00	36,013.20	41,415.18	47,627.46	54,771.58
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107 Pension	12,318.10	13,138.00	11,759.00	13,951.00	15,067.08	16,272.45	17,086.07	17,940.37
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Personnel Services</b>	<b>319,700.38</b>	<b>394,106.00</b>	<b>352,746.00</b>	<b>388,244.00</b>	<b>425,977.80</b>	<b>456,781.67</b>	<b>478,836.28</b>	<b>504,585.25</b>
<b>COMMODITIES</b>								
200 Interfund Transfers	7,312.18	9,094.00	12,004.00	9,588.00	9,588.00	11,208.00	11,208.00	9,875.64
201 Office Supplies	7,739.77	10,235.00	10,235.00	11,208.00	11,208.00	11,208.00	11,542.44	10,171.91
201 CD Rom/Electronic Books and Periodicals	46,559.18	50,929.00	53,081.00	60,772.00	60,772.00	60,772.00	62,595.16	11,890.57
202 Books and Periodicals								64,473.01
203 Food Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 Janitorial Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208 Chemical Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212 Media	4,491.76	9,400.00	8,200.00	8,200.00	8,200.00	8,200.00	8,200.00	8,446.00
213 Summer Reading Program	281.08	1,660.00	2,060.00	1,350.00	1,360.00	1,350.00	1,360.00	1,400.80
<b>Total Commodities</b>	<b>66,383.97</b>	<b>81,318.00</b>	<b>85,590.00</b>	<b>91,128.00</b>	<b>91,128.00</b>	<b>91,128.00</b>	<b>93,861.84</b>	<b>1,442.82</b>
<b>CONTRACTUAL SERVICES</b>								
301 Postage	3,064.46	5,041.00	5,041.00	5,000.00	5,000.00	5,000.00	5,000.00	5,150.00
302 Telephone	330.72	215.00	257.00	275.00	275.00	275.00	275.00	283.25
303 Prof Services-Other	295.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304 Utilities	56,894.80	67,648.00	61,421.00	63,500.00	63,500.00	63,500.00	65,405.00	67,367.15
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306 Rentals	5,376.89	5,630.00	4,513.00	4,600.00	4,600.00	4,600.00	4,738.00	4,880.14
307 Car Allowance	936.00	936.00	870.00	936.00	936.00	936.00	936.00	936.00
308 Legal Advertising	19.54	50.00	13.00	0.00	0.00	0.00	0.00	0.00
309 Printing	1,976.23	2,670.00	2,670.00	2,670.00	2,670.00	2,670.00	2,670.00	2,832.60
310 Dues and Subscriptions	312.53	305.00	329.00	310.00	310.00	310.00	319.30	328.88
311 Travel Expense	914.68	2,000.00	2,040.00	2,645.00	2,645.00	2,645.00	2,724.35	2,806.06
313 Training Assistance	1,813.00	2,480.00	2,480.00	3,016.00	3,016.00	3,016.00	3,016.00	3,199.67
314 Other Contractual Services	109.55	150.00	109.00	110.00	110.00	110.00	113.30	116.70
315 Inter-Library Book Loan	(491.93)	(420.00)	(620.00)	(748.00)	(748.00)	(748.00)	(748.00)	(793.55)
316 Internet/Phone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
320 Prior Services-Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	884.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Contractual Services</b>	<b>72,436.73</b>	<b>86,705.00</b>	<b>79,053.00</b>	<b>82,314.00</b>	<b>82,314.00</b>	<b>82,314.00</b>	<b>84,733.42</b>	<b>81,326.32</b>
<b>MAINTENANCE</b>								
401 Building and Grounds								
409 Machine Equip & Tool Maint.	5,109.80	5,665.00	6,154.00	7,536.00	7,536.00	7,536.00	7,536.00	7,762.08
<b>Total Maintenance</b>	<b>5,109.80</b>	<b>5,653.00</b>	<b>6,154.00</b>	<b>7,536.00</b>	<b>7,536.00</b>	<b>7,536.00</b>	<b>7,536.00</b>	<b>7,762.08</b>
<b>OTHER CHARGES</b>								
500 Donations								
505 Other Charges	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Charges</b>	<b>92.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CAPITAL OUTLAY</b>								
610 Office Equipment								
611 Computer/Internet/Equip	11,295.47	12,668.00	11,026.00	4,118.00	4,621.00	4,521.00	4,521.00	4,521.00
618 Other Capital Outlay	11,295.47	16,175.00	15,144.00	0.00	0.00	0.00	0.00	0.00
<b>Total Capital Outlay</b>	<b>11,295.47</b>	<b>16,175.00</b>	<b>15,144.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>475,018.35</b>	<b>584,257.00</b>	<b>538,707.00</b>	<b>583,843.00</b>	<b>606,955.80</b>	<b>637,759.67</b>	<b>659,814.28</b>	<b>690,992.59</b>
								<b>722,266.72</b>

1-27-SWIMMING POOL  
GENERAL FUND

	FY06-07 Actual	FY07-08 Adopted	FY07-08 Y/E Estimate	3-09 Adjusted	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>GENERAL FUND</b>								
<b>PERSONNEL SERVICES</b>								
102 Salaries - Part-Time	60,726.26	71,194.00	71,194.00	73,271.00	74,736.42	76,231.15	77,755.77	79,310.99
104 FICA	4,645.72	5,446.00	5,446.00	5,606.00	5,718.12	5,832.48	5,949.13	6,068.11
<b>Total Personnel Services</b>	<b>65,371.98</b>	<b>76,640.00</b>	<b>76,640.00</b>	<b>78,877.00</b>	<b>80,454.54</b>	<b>82,083.63</b>	<b>83,704.90</b>	<b>85,379.00</b>
<b>COMMODITIES</b>								
201 Office Supplies	0.00	200.00	200.00	200.00	200.00	200.00	200.00	206.00
203 Concessions	32.70	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,575.00
204 Wearing Apparel	538.00	700.00	700.00	700.00	700.00	700.00	700.00	721.00
206 Lab and Maint. Supplies								
207 Janitor Supplies								
208 Chemical Supplies	2,036.94	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,678.00
211 Other Commodities	1,172.18	1,370.00	1,370.00	1,370.00	1,370.00	1,370.00	1,370.00	1,411.10
<b>Total Commodities</b>	<b>3,779.82</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,818.83</b>
<b>CONTRACTUAL SERVICES</b>								
302 Telephone	803.77	1,040.00	1,040.00	1,040.00	1,040.00	1,040.00	1,040.00	1,071.20
303 Prof Services-Other	560.00	630.00	630.00	630.00	630.00	630.00	630.00	648.90
304 Utilities	4,965.24	5,450.00	5,450.00	5,450.00	5,450.00	5,450.00	5,450.00	5,613.50
309 Printing								5,781.91
314 Other Contractual Services								
321 Prof Services-Legal								265.23
<b>Total Contractual Services</b>	<b>6,529.01</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,370.00</b>	<b>7,818.83</b>
<b>MAINTENANCE</b>								
401 Building and Grounds	2,813.10	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,553.50
409 Machine Equip and Tool Maint.	91.35	900.00	900.00	900.00	900.00	900.00	900.00	927.00
412 Other Maintenance	365.96	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	2,523.50
<b>Total Maintenance</b>	<b>3,270.41</b>	<b>6,800.00</b>	<b>6,800.00</b>	<b>6,800.00</b>	<b>6,800.00</b>	<b>6,800.00</b>	<b>6,800.00</b>	<b>7,004.00</b>
<b>OTHER CHARGES</b>								
505 Other Charges	4,624.54	500.00	500.00	500.00	500.00	500.00	500.00	515.00
<b>Total Other Charges</b>	<b>4,624.54</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>500.00</b>	<b>530.45</b>
<b>CAPITAL OUTLAY</b>								
602 Building								3,660.11
618 Other Capital Outlay	2,544.03	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00
<b>Total Capital Outlay</b>	<b>2,544.03</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>86,119.79</b>	<b>100,680.00</b>	<b>100,680.00</b>	<b>100,917.00</b>	<b>102,494.54</b>	<b>104,103.63</b>	<b>105,744.90</b>	<b>110,080.20</b>
								<b>110,468.82</b>

1-30-SENIOR BUS SERVICE  
GENERAL FUND

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	8-09 Projected	FY08-09 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>1-30-SENIOR BUS SERVICE</b>								
<b>GENERAL FUND</b>								
PERSONNEL SERVICES								
101 Salaries - Full-Time	11,182.00	9,138.00	7,390.00	7,981.20	8,619.70	9,050.68	9,503.21	9,978.38
102 Salaries - Part-Time	34,474.00	34,474.00	36,117.00	36,839.34	37,576.13	38,327.65	39,094.20	39,876.09
103 Overtime	700.00	0.00	3,328.00	3,594.24	3,881.78	4,076.87	4,279.66	4,493.64
104 FICA	3,493.00	3,356.00	2,322.00	2,786.40	3,204.36	3,685.01	4,237.77	4,873.43
105 Insurance Charges	2,039.00	2,050.00	443.00	478.44	516.72	542.55	569.68	598.16
107 Pension	671.00	548.00	49,800.00	51,679.62	53,793.68	55,881.76	57,684.52	59,819.70
<b>Total Personnel Services</b>	<b>0.00</b>	<b>51,859.00</b>	<b>50,256.00</b>					
COMMODITIES								
201 Office Supplies	100.00	100.00	100.00	100.00	100.00	100.00	103.00	106.09
204 Wearing Apparel	300.00	300.00	300.00	300.00	300.00	300.00	309.00	318.27
205 Motor Vehicle Supplies	14,950.00	14,950.00	17,450.00	17,450.00	17,450.00	17,450.00	17,973.50	18,512.71
211 Other Commodities	128.38	60.00	15,350.00	15,410.00	17,850.00	17,850.00	18,385.50	18,937.01
<b>Total Commodities</b>	<b>1,012.90</b>							
CONTRACTUAL SERVICES								
301 Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302 Telephone	900.00	900.00	900.00	900.00	900.00	900.00	927.00	954.81
303 Prof Services-Other	175.00	100.00	100.00	100.00	100.00	100.00	103.00	106.09
305 Insurance and Bonds	428.96	800.00	800.00	800.00	800.00	800.00	824.00	848.72
308 Legal Advertising								
313 Training Assistance								
314 Other Contractual Services	7,710.99							
320 Prof Services-Auditing								
321 Professional Services-Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Contractual Services</b>	<b>8,314.95</b>							
Maintenance								
410 Motor Vehicle Maintenance	215.99	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,905.50	1,962.67
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Maintenance</b>	<b>215.99</b>							
CAPITAL OUTLAY								
613 Motor Vehicles								
Total Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>9,543.34</b>	<b>70,859.00</b>	<b>69,316.00</b>	<b>71,100.00</b>	<b>73,179.62</b>	<b>75,298.66</b>	<b>77,181.76</b>	<b>79,829.52</b>
								<b>82,629.05</b>

1-28 HUMAN RESOURCES  
GENERAL FUND

	FY06-07 Actual	FY07-08 Adopted	Y/E Estimate	FY07-08 Projected	28-09 Projected	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>PERSONNEL SERVICES</b>									
101 Salaries - Full Time									
104 FICA	25,648.00	28,460.00	28,460.00	28,576.05	41,662.13	44,995.10	47,244.86	49,607.10	52,087.46
104 FICA	1,882.40	2,177.00	2,177.00	2,951.00	3,187.08	3,442.05	3,614.15	3,794.86	3,984.60
105 Insurance Charges	4,414.75	4,570.00	4,100.00	6,437.00	7,724.40	8,883.06	10,215.52	11,747.85	13,510.02
107 Pension	1,538.95	1,708.00	1,708.00	1,929.00	2,083.32	2,246.99	2,362.48	2,480.61	2,604.64
108 Pension/Police	277,500.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	310,984.18	36,915.00	36,445.50	49,853.05	54,655.93	59,570.20	63,437.01	67,630.42	72,186.72
<b>PERSONNEL SERVICES</b>									
303 Prof.-Other	20,000.00	14,900.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,270.00	9,548.10
305 Insurance and Bonds	346,057.22	340,000.00	335,000.00	305,000.00	369,050.00	405,955.00	446,550.50	491,205.55	
310 Dues/Subscr	0.00	410.00	490.00	588.00	588.00	588.00	605.64	623.81	
311 Travel Expense	0.00	465.00	455.00	684.00	684.00	684.00	704.52	725.66	
313 Training Assistance	320.00	550.00	550.00	690.00	690.00	690.00	710.70	732.02	
314 Other Contractual Services	2,985.00	3,000.00	2,995.00	4,320.00	4,320.00	4,320.00	4,449.60	4,583.09	
321 Prof. Services-Legal	16,505.96	15,000.00	11,000.00	18,000.00	18,000.00	18,000.00	18,540.00	19,096.20	
Total Personnel Services	365,878.18	379,425.00	365,400.00	338,252.00	368,782.00	402,332.00	439,237.00	480,830.96	526,514.42
<b>OTHER CHARGES</b>									
505 Other Charges	4,497.78	10,000.00	6,000.00	9,600.00	9,600.00	9,600.00	9,600.00	9,888.00	10,184.64
Total Other Charges	4,497.78	10,000.00	6,000.00	9,600.00	9,600.00	9,600.00	9,600.00	9,888.00	10,184.64
<b>TOTAL</b>	<b>681,360.14</b>	<b>426,340.00</b>	<b>407,845.00</b>	<b>397,775.05</b>	<b>423,438.93</b>	<b>461,912.20</b>	<b>512,274.01</b>	<b>558,349.38</b>	<b>608,885.78</b>

1-29-PUBLIC TRANSPORTATION  
GENERAL FUND

Object Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 YE Estimate	1-09 Estimated	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected
<b>CONTRACTUAL SERVICES</b>								
303 Professional Services-Other								
320 Prof Services-Auditing								
321 Professional Services-Legal								
Total Contractual Services								
<b>OTHER CHARGES</b>								
505 Other Charges								
Total Other Charges								
<b>TOTAL</b>								

FY06-07  
Actual

FY07-08  
Adopted

FY07-08  
YE Estimate

1-09  
Estimated

FY09-10  
Projected

FY10-11  
Projected

FY11-12  
Projected

FY12-13  
Projected

4  
3d

SEWER FUND		FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
<b>Budget Code &amp; Classification</b>										
<b>SEWER FUND</b>										
<b>Cash Balance</b>										
<b>Investments</b>										
<b>County Treasurer</b>										
2-01-0010	Total Brought Forward	1,230,823.00	1,206,985.00	1,206,995.00	973,592.99	802,049.99	659,245.43	718,140.41	809,987.07	909,823.18
2014	SD Admin Fee									
5020	Sewer Serv. Chges. Billed	108,978.78	122,000.00	138,000.00	146,280.00	155,056.80	164,350.21	174,221.82	184,675.13	195,755.64
5021	User Fee	739,396.96	891,000.00	875,000.00	927,500.00	983,150.00	1,242,159.00	1,316,667.34	1,395,667.38	1,479,407.42
5022	NE Tax Coll. Fee	206.01	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
5023	Late Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5025	Serv Charge/Hook Up Fees	428,854.11	400,000.00	250,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	100,000.00
2009	County Grants	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	State Grants	19,597.00	0.00	25,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00
8001	Miscellaneous	4,940.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8010	Interest on Investments	50,720.70	35,000.00	50,000.00	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
<b>Total Income</b>		1,353,393.89	1,448,200.00	1,338,200.00	1,458,980.00	1,463,406.80	1,731,699.21	1,816,089.16	1,905,542.51	1,800,363.06
<b>Total Available</b>		2,584,216.89	2,655,195.00	2,545,195.00	2,432,572.99	2,265,456.79	2,390,944.64	2,534,229.57	2,715,529.58	2,710,186.24
<b>Total Operating Expenditures</b>		1,372,758.01	1,624,473.01	1,563,665.01	1,627,623.00	1,606,211.36	1,672,804.23	1,724,242.50	1,805,706.40	1,940,639.58
<b>Total Capital Expenditures</b>		11,931.66	7,937.00	7,937.00	2,900.00	0.00	0.00	0.00	0.00	0.00
<b>Balance Forward</b>		1,199,527.22	1,022,734.99	973,592.99	802,049.99	659,245.43	718,140.41	809,987.07	909,823.18	769,546.67

Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate		FY08-09 Requested	FY09-10 Projected	FY10-11 Projected		FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
			2-41-SEVERV ADMINISTRATION SEWER FUND	2-41-SEVERV ADMINISTRATION SEWER FUND			2-41-SEVERV ADMINISTRATION SEWER FUND	2-41-SEVERV ADMINISTRATION SEWER FUND			
<b>SEWER FUND</b>											
PERSONNEL SERVICES	295,712.55	322,506.00	320,150.00	277,689.00	299,904.12	323,896.45	340,091.27	357,095.84	374,950.63	374,950.63	374,950.63
101 Salaries - Full-Time	178,75	0.00	0.00	6,951.00	7,090.02	7,090.02	7,231.82	7,231.82	7,231.82	7,231.82	7,231.82
102 Salaries - Part-Time	1,003.27	767.00	1,467.00	1,022.00	1,103.76	1,192.06	1,251.66	1,314.25	1,379.96	1,379.96	1,379.96
103 Overtime Salaries	21,776.30	24,692.00	24,692.00	21,854.00	23,602.32	25,490.51	26,765.03	28,103.28	29,508.45	29,508.45	29,508.45
104 FICA	25,235.58	27,052.00	25,861.00	25,373.00	30,447.60	35,014.74	40,266.95	46,306.99	53,253.04	53,253.04	53,253.04
105 Insurance Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106 Other Personnel Services	14,555.86	15,936.00	15,936.00	13,818.00	14,923.44	16,117.32	16,923.18	17,769.34	18,657.81	18,657.81	18,657.81
107 Pension/ICMA	3,246.22	3,430.00	3,365.00	2,905.00	3,137.40	3,388.39	3,557.81	3,735.70	3,922.49	3,922.49	3,922.49
108 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Personnel Services</b>	<b>361,708.53</b>	<b>394,383.00</b>	<b>391,471.00</b>	<b>349,612.00</b>	<b>380,069.64</b>	<b>412,189.48</b>	<b>435,945.38</b>	<b>461,557.22</b>	<b>488,904.19</b>	<b>488,904.19</b>	<b>488,904.19</b>
<b>COMMODITIES</b>											
200 Inter-Fund Transfers	5,351.85	4,550.00	4,500.00	3,640.00	3,640.00	3,640.00	3,640.00	3,640.00	3,749.20	3,861.68	3,861.68
201 Office Supplies	602.81	400.00	400.00	320.00	320.00	320.00	320.00	320.00	329.60	334.49	334.49
202 Books and Periodicals	77.46	275.00	200.00	220.00	220.00	220.00	220.00	220.00	226.60	237.33	237.33
203 Food Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
204 Wearing Apparel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205 Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Commodities</b>	<b>6,032.12</b>	<b>5,225.00</b>	<b>5,100.00</b>	<b>4,180.00</b>	<b>4,180.00</b>	<b>4,180.00</b>	<b>4,180.00</b>	<b>4,180.00</b>	<b>4,305.40</b>	<b>4,439.09</b>	<b>4,439.09</b>
<b>CONTRACTUAL SERVICES</b>											
301 Postage	2,445.70	3,000.00	2,900.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,472.00	2,546.16	2,546.16
302 Telephone	4,309.34	4,280.00	3,780.00	2,925.00	2,925.00	2,925.00	2,925.00	2,925.00	3,012.75	3,103.13	3,103.13
303 Professional Services-Other	3,004.63	33,000.00	26,900.00	8,400.00	8,400.00	8,400.00	8,400.00	8,400.00	8,652.00	8,911.56	8,911.56
304 Utilities	9,449.09	9,000.00	9,000.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,416.00	7,638.48	7,638.48
305 Insurance & Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306 Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	2,400.00	2,850.00	2,850.00	2,280.00	2,280.00	2,280.00	2,280.00	2,280.00	2,280.00	2,418.85	2,418.85
308 Legal Advertising	279.51	500.00	500.00	400.00	400.00	400.00	400.00	400.00	412.00	424.36	424.36
309 Printing	1,348.80	2,350.00	2,069.00	1,864.00	1,864.00	1,864.00	1,864.00	1,864.00	1,919.92	1,977.52	1,977.52
310 Dues and Subscriptions	1,563.58	2,250.00	2,277.00	1,872.00	1,872.00	1,872.00	1,872.00	1,872.00	1,928.16	1,986.00	1,986.00
311 Travel Expense	3,082.45	7,319.00	15,590.00	6,950.00	6,950.00	6,950.00	6,950.00	6,950.00	7,158.50	7,373.26	7,373.26
312 Uniform Cleaning	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
313 Training Assistance	2,985.17	11,373.00	12,661.00	9,398.00	9,398.00	9,398.00	9,398.00	9,398.00	9,679.94	9,970.34	9,970.34
314 Other Contractual Services	8,166.62	18,275.00	14,320.00	15,100.00	15,100.00	15,100.00	15,100.00	15,100.00	15,553.00	16,019.59	16,019.59
320 Prof Services-Auditing	11,584.34	17,000.00	17,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	16,480.00	16,974.40	16,974.40
321 Professional Services-Legal	24,337.57	40,000.00	34,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,000.00	32,960.00	33,948.80	33,948.80
<b>Total Contractual Services</b>	<b>74,956.80</b>	<b>151,187.00</b>	<b>143,847.00</b>	<b>106,789.00</b>	<b>106,789.00</b>	<b>106,789.00</b>	<b>106,789.00</b>	<b>106,789.00</b>	<b>109,992.67</b>	<b>113,292.45</b>	<b>113,292.45</b>

Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY08-09 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
<b>M A I N T E N A N C E</b>									
401 Building and Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
409 Machine Equip & Tool Maint	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
410 Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OTHER CHARGES</b>									
505 Other Charges	6,035.40	18,000.00	13,500.00	12,800.00	12,800.00	12,800.00	12,800.00	13,184.00	13,579.52
509 Refunds/Judgements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 County Treasurer Fee	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514 Financial Lending Bond Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
515 "Fee" Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Charges</b>	<b>6,035.40</b>	<b>43,000.00</b>	<b>13,500.00</b>	<b>12,800.00</b>	<b>12,800.00</b>	<b>12,800.00</b>	<b>12,800.00</b>	<b>13,184.00</b>	<b>13,579.52</b>
<b>C A P I T A L O U T L A Y</b>									
610 Office Equipment				0.00	0.00	0.00	0.00	0.00	0.00
618 Other Capital Outlay	3,951.66	4,437.00	4,437.00	2,900.00	2,900.00	0.00	0.00	0.00	0.00
<b>Total Capital Outlay</b>	<b>3,951.66</b>	<b>4,437.00</b>	<b>4,437.00</b>	<b>2,900.00</b>	<b>2,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>452,684.51</b>	<b>598,232.00</b>	<b>558,355.00</b>	<b>476,281.00</b>	<b>503,838.64</b>	<b>535,958.48</b>	<b>559,714.93</b>	<b>589,039.29</b>	<b>620,215.25</b>

Budget Code & Classification		FY06-07		FY07-08		FY07-08		FY08-09		FY09-10		FY10-11		FY11-12		FY12-13		FY13-14	
		Actual	Adopted	Year-End Estimate	Requested	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
<b>2-42-SEWER SYSTEMS OPERATIONAL</b>																			
<b>SEWER FUND</b>																			
101	PERSONNEL SERVICES	177,182.08	200,434.00	186,000.00	227,556.00	245,760.48	265,421.32	278,692.38	292,627.00	307,258.35	39,170.04	39,953.44	39,953.44	39,953.44	39,953.44	39,953.44	39,953.44	39,953.44	
101	Salaries - Full-Time	17,693.28	38,442.00	33,000.00	38,402.00	38,402.00	39,170.04	39,170.04	39,170.04	39,170.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
102	Salaries - Part-Time	6,457.00	8,000.00	7,390.00	7,981.20	8,619.70	9,050.68	9,503.21	9,978.38	9,978.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
103	Overtime Salaries	11,368.12	18,768.00	17,366.00	20,911.00	22,583.88	24,390.59	25,610.12	26,890.63	28,235.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
104	FICA	15,249.30	30,344.05	37,672.00	57,672.00	69,206.40	79,587.36	91,525.46	105,254.28	121,042.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
105	Insurance Changes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
106	Other Personnel Services	11,309.10	12,443.00	11,640.00	14,087.00	15,224.76	16,442.74	17,264.88	18,128.12	19,034.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
107	Pension/ICMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
108	Self Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
109	Total Personnel Services	263,145.93	314,186.00	293,678.00	366,028.00	399,158.72	433,631.75	461,313.57	492,356.69	525,502.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	<b>COMMODITIES</b>																		
200	Inter-Fund Transfers	59.36	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
201	Office Supplies	78.09	60.00	30.00	60.00	60.00	60.00	60.00	60.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
203	Food Supplies	1,105.95	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
204	Wearing Apparel	15,626.84	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
205	Motor Vehicle Supplies	100.28	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
206	Main/Lab/Med Tool Supply	292.71	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
207	Janitor Supplies	6,633.10	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
208	Chemical Supplies	431.12	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
209	Welding Supplies	165.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
211	Other Commodities	24,492.71	29,550.00	29,530.00	29,550.00	29,550.00	29,560.00	29,560.00	29,560.00	29,560.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	<b>CONTRACTUAL SERVICES</b>																		
301	Postage	355.24	480.00	480.00	505.00	505.00	505.00	505.00	505.00	505.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
302	Telephone	465.32	600.00	280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
303	Professional Services-Other	5,663.70	2,100.00	2,600.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
304	Utilities	14,421.20	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
305	Insurance and Bonds	155,114.20	155,000.00	155,000.00	130,300.00	130,300.00	133,900.00	133,900.00	133,900.00	133,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
306	Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
308	Legal Advertising	150.00	1,640.00	1,690.00	1,690.00	1,690.00	1,690.00	1,690.00	1,690.00	1,690.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
309	Printing	1,551.60	1,640.00	1,640.00	1,640.00	1,640.00	1,640.00	1,640.00	1,640.00	1,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
310	Dues and Subscriptions	9.03	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
311	Travel Expense	1,969.36	3,573.00	3,000.00	3,573.00	3,573.00	3,573.00	3,573.00	3,573.00	3,573.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
312	Towel and Cleaning Services	1,078.35	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
313	Training Assistance	690.00	1,030.00	1,030.00	1,030.00	1,030.00	1,030.00	1,030.00	1,030.00	1,030.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
314	Other Contractual Services	4,18,665.58	451,000.00	451,000.00	482,131.00	492,508.00	534,016.00	5,000.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
320	Prof Services-Auditing	3,820.06	4,000.00	4,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
321	Professional Services-Legal	5,728.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Total Contractual Services	609,531.64	629,948.00	629,555.00	636,554.00	650,831.00	692,339.00	692,339.00	692,339.00	692,339.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

29

Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
<b>MAINTENANCE</b>									
401 Building and Grounds	7,770.53	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,300.00	10,600.00
405 Sanitary Sewers	83.81	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,605.00	3,713.15
409 Machine Equip and Tool Maint.	3,505.50	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,150.00	5,304.50
410 Motor Vehicle Maintenance	8,892.84	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,350.00	12,730.80
411 Radio Maintenance	1,596.20	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,545.00	1,591.35
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Maintenance</b>	<b>21,848.88</b>	<b>32,000.00</b>	<b>32,000.00</b>	<b>32,000.00</b>	<b>32,000.00</b>	<b>32,000.00</b>	<b>32,000.00</b>	<b>32,950.00</b>	<b>33,948.80</b>
<b>OTHER CHARGES</b>									
502 Bond Interest Expense									
505 Other Charges	6.00	100.00	100.00	100.00	100.00	100.00	100.00	103.00	106.09
509 Refunds/Judge Settlements									
<b>Total Other Charges</b>	<b>6.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>103.00</b>	<b>106.09</b>
<b>CAPITAL OUTLAY</b>									
610 Office Equipment									
613 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
618 Other Capital Outlay	7,980.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00
9998 Cur FY "Net" GAAP Redclass									
<b>Total Capital Outlay</b>	<b>7,980.00</b>	<b>3,500.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>927,005.16</b>	<b>1,009,294.00</b>	<b>988,363.00</b>	<b>1,064,242.00</b>	<b>1,111,649.72</b>	<b>1,187,630.75</b>	<b>1,215,312.57</b>	<b>1,268,975.66</b>	<b>1,315,119.82</b>
<b>2-43-STORM WATER MANAGEMENT</b>									
<b>SEWER FUND</b>									
<b>OTHER CHARGES</b>									
505 Other Charges	5,000.00	24,884.01	24,884.01	90,000.00	5,000.00	5,000.00	5,000.00	5,150.00	5,304.50
<b>TOTAL</b>	<b>5,000.00</b>	<b>24,884.01</b>	<b>24,884.01</b>	<b>90,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,150.00</b>	<b>5,304.50</b>
<b>SEWER FUND</b>									
<b>TOTAL</b>	<b>1,384,689.67</b>	<b>1,632,410.01</b>	<b>1,571,602.01</b>	<b>1,630,523.00</b>	<b>1,620,488.36</b>	<b>1,728,589.23</b>	<b>1,780,027.50</b>	<b>1,863,164.95</b>	<b>1,940,639.58</b>

BOND FUND ( 4 ) DEBT SERVICE	FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY06-09 Requested	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection	FY12-13 Projection	FY13-14 Projection
<b>Cash Carry Forward</b>	<b>6,552,640.00</b>	<b>6,887,714.00</b>	<b>6,887,714.00</b>	<b>6,100,455.85</b>	<b>4,975,395.49</b>	<b>4,200,870.21</b>	<b>3,269,188.03</b>	<b>2,545,634.52</b>	<b>560,993.42</b>
1000 Inter-Fund Transfers	125,151.42	718,269.69	718,269.69	766,095.21	842,704.73	726,832.83	835,857.75	1,337,372.41	2,407,270.33
1001 Real Estate Tax	-	-	-	8,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
1002 Personal Property Tax	1,494.15	1,000.00	8,500.00	-	-	-	-	-	-
1003 Back Year Taxes All Types	3,182.36	-	7,300.00	-	-	-	-	-	1,000.00
1004 Homestead Exemption	-	-	-	-	-	-	-	-	-
1005 Motor Vehicle Tax	-	-	-	-	-	-	-	-	-
1007 Sales Tax	-	-	-	-	-	-	-	-	-
2006 Motor Vehicle ProRate	502.50	100.00	1,500.00	100.00	100.00	100.00	100.00	100.00	100.00
2007 In Lieu of Tax	3,512.24	-	-	-	-	-	-	-	-
2012 Transfer from SIDs	-	-	-	-	-	-	-	-	-
8001 Other Revenue	55,051.24	-	167,837.34	-	-	-	-	-	-
8010 Interest Income	257,686.86	175,000.00	450,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
8012 Special Assessments-Interest	48,183.56	45,000.00	105,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
8060 Refinancing Bonds	-	-	-	-	-	-	-	-	-
8060 Bond Proceeds	-	-	-	-	-	-	-	-	-
8061 Special Assessment-Principal	217,212.27	6,600,000.00	6,870,000.00	1,475,000.00	600,000.00	758,000.00	535,000.00	535,000.00	445,000.00
4010 Lottery Transfer Budgeted	978,796.25	150,000.00	200,000.00	535,000.00	969,440.00	967,663.75	969,025.00	-	-
<b>Total Income</b>	<b>2,630,543.35</b>	<b>9,467,981.94</b>	<b>10,375,968.28</b>	<b>4,874,121.46</b>	<b>4,173,494.73</b>	<b>4,321,371.58</b>	<b>3,792,035.25</b>	<b>3,364,630.16</b>	<b>4,577,643.86</b>
<b>Total Available</b>	<b>9,183,183.35</b>	<b>16,355,695.94</b>	<b>17,263,632.28</b>	<b>10,974,577.31</b>	<b>9,148,890.22</b>	<b>8,522,241.79</b>	<b>7,061,123.28</b>	<b>5,910,264.68</b>	<b>5,138,637.27</b>
<b>Exp and Requirements</b>	<b>2,295,718.92</b>	<b>10,972,410.00</b>	<b>11,163,226.43</b>	<b>5,999,181.82</b>	<b>4,948,020.01</b>	<b>5,253,053.76</b>	<b>4,515,588.76</b>	<b>5,349,271.26</b>	<b>4,352,037.51</b>
<b>Balance Forward</b>	<b>6,887,464.43</b>	<b>5,353,285.94</b>	<b>6,100,455.85</b>	<b>4,975,395.49</b>	<b>4,200,870.21</b>	<b>3,269,188.03</b>	<b>2,545,634.52</b>	<b>560,983.42</b>	<b>786,598.76</b>
<b>4-61-DEBT SERVICE</b>									
200 Inter-Fund Transfers-ClP	128,260.00	924,527.00	2,018,292.43	723,334.00	539,500.00	673,000.00	711,000.00	1,543,000.00	750,000.00
620 General Fund	-	73,900.00	73,900.00	-	-	-	-	-	-
624 OSP Transfer	-	-	-	-	-	-	-	-	-
625 EDP Transfer	-	-	-	-	-	-	-	-	-
303 Professional Services	-	-	-	-	-	-	-	-	-
501 Debt Service - Bond Principal	1,040,000.00	1,465,000.00	1,945,000.00	2,100,000.00	2,195,000.00	2,275,000.00	2,370,000.00	2,260,000.00	2,260,000.00
502 Debt Service - Bond Interest	1,120,001.25	1,690,426.00	1,572,078.00	1,765,847.82	1,618,552.01	1,537,053.76	1,449,588.76	1,356,271.26	1,262,037.51
503 Warrant/BAN Principal	-	6,400,000.00	5,668,000.00	5,270,000.00	550,000.00	680,000.00	-	-	-
504 Warrant/BAN Interest	-	280,000.00	200,000.00	205,000.00	78,000.00	-	-	-	-
510 County Treasurer Fees	5,223.18	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	5,000.00	5,000.00	5,000.00
511 Reserve/Bond Payment	-	78,557.00	-	-	-	-	-	-	-
514 Financial/legal Fees	2,234.49	75,000.00	150,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
<b>TOTAL</b>	<b>2,295,718.92</b>	<b>10,972,410.00</b>	<b>11,163,226.43</b>	<b>5,999,181.82</b>	<b>4,948,020.01</b>	<b>5,253,053.76</b>	<b>4,515,588.76</b>	<b>5,349,271.26</b>	<b>4,352,037.51</b>
Valuation	897,837,113	897,837,113	957,619,011	0.08%	0.08%	0.08%	0.08%	0.08%	0.08%
Tax Levy									

Capital Improvement Fund	FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection	FY12-13 Projection
<b>5-04-REVENUES</b>								
<b>CAPITAL IMPROVEMENT FUND (5)</b>								
<b>5-01-00-10 Total</b>								
1007 Sales Tax	128,260.00	924,527.00	661,719.43	723,334.00	539,500.00	673,000.00	711,000.00	1,543,000.00
2008 Grants	174,432.09			2,893,337.00		550,000.00	1,440,000.00	8,000,000.00
4010 Lottery Transfer	105,567.00	405,000.00	86,130.90	88,854.00	20,000.00	105,500.00	20,000.00	75,000.00
8001 Intergovernmental Transfers				453,334.00	400,000.00	200,000.00	180,000.00	1,000,000.00
2000 CDBG Funds								
1000 General Fund Transfer		70,000.00	70,000.00	30,000.00	130,000.00			
8059 Bond Ant. Notes/Warrants	1,209,048.08	1,089,000.00	283,169.81	660,000.00	6,715,000.00			
8060 Bond Proceeds	2,772,959.59		1,356,573.00	1,400,000.00	600,000.00	758,000.00		
8010 Interest Income	107,193.82							
<b>Total Income</b>	<b>4,497,460.58</b>	<b>2,488,527.00</b>	<b>2,457,593.14</b>	<b>6,448,859.00</b>	<b>8,404,500.00</b>	<b>2,116,500.00</b>	<b>2,351,000.00</b>	<b>10,618,000.00</b>
<b>Expenditures</b>	<b>4,497,460.58</b>	<b>2,488,527.00</b>	<b>2,457,593.14</b>	<b>6,448,859.00</b>	<b>8,404,500.00</b>	<b>2,116,500.00</b>	<b>2,351,000.00</b>	<b>10,618,000.00</b>
<b>5-71 CIP EXPENDITURES</b>								
<b>CAPITAL IMPROVEMENT FUND</b>								
<b>CAPITAL IMPROVEMENT PLAN</b>								
STREETS	775,593.75	1,816,527.00	889,562.42	2,216,668.00	1,539,500.00	1,401,000.00	2,331,000.00	10,543,000.00
PARKS	10,000.00	368,000.00	5,500.00	3,365,191.00	130,000.00	95,000.00	20,000.00	75,000.00
B&G								
SEWER					35,000.00		600,000.00	
GOLF		15,000.00	18,560.90	17,000.00	20,000.00		20,500.00	
RECREATION	12,301.58	10,000.00	10,000.00	585,000.00	6,715,000.00			
SPORTS COMPLEX	8,506.27							
PUBLIC SAFETY	2,772,959.59		1,356,573.00					
OTHER	918,099.39	279,000.00	177,396.82	230,000.00				
Total CIP	4,497,460.58	2,488,527.00	2,457,593.14	6,448,859.00	8,404,500.00	2,116,500.00	2,351,000.00	10,618,000.00
<b>Total Capital Improvement Fund</b>	<b>4,497,460.58</b>	<b>2,488,527.00</b>	<b>2,457,593.14</b>	<b>6,448,859.00</b>	<b>8,404,500.00</b>	<b>2,116,500.00</b>	<b>2,351,000.00</b>	<b>10,618,000.00</b>

**City of La Vista, Nebraska**  
***Capital Improvement Plan***  
**2009 thru 2013**

**PROJECTS BY YEAR**

<b>Project Name</b>	<b>Department</b>	<b>Project #</b>	<b>Priority</b>	<b>Project Cost</b>
<b>2009</b>				
La Vista Commons (Sod Farm)	Community Development	CDE-09-001	4	30,000
84th Street Visioning	Community Development	CDE-09-002	1	200,000
Golf Course Cart Paths	Golf Course Maintenance	GCM-08-001	10	10,000
Golf Course Pond Pump	Golf Course Maintenance	GCM-08-002	n/a	7,000
Portal Greenway	Public Works - Parks	PWP-08-001	10	24,500
La Vista Link to Keystone Trail	Public Works - Parks	PWP-08-002	n/a	315,691
Thompson Creek - Phase VI	Public Works - Parks	PWP-FC-002	2	3,025,000
Storm Sewer Pipe Lining - Harrison & Park Crest Dr	Public Works - Sewer	PWSE-09-001	1	20,000
La Vista Drive Sanitary Sewer	Public Works - Sewer	PWSE-11-001	3	7,500
69th Street Sanitary Sewer	Public Works - Sewer	PWSE-11-002	3	7,500
132nd & West Giles Road	Public Works - Streets	PWST-08-001	6	886,668
Harrison Street	Public Works - Streets	PWST-08-003	1	75,000
Quiet Zone Southport West	Public Works - Streets	PWST-08-008	2	75,000
Giles Road Bridge Slabs	Public Works - Streets	PWST-09-001	7	150,000
Gile Road Retrofit	Public Works - Streets	PWST-09-002	9	1,000,000
108th & Chandler Road Warning Lights	Public Works - Streets	PWST-09-004	8	30,000
Aquatic Facility	Recreation	REC-10-001	5	585,000
<b>Total for 2009</b>				<b>6,448,859</b>
<b>2010</b>				
Golf Course Cart Paths	Golf Course Maintenance	GCM-08-001	10	10,000
Expand Maintenance Building	Golf Course Maintenance	GCM-10-001	n/a	10,000
Val Vista Park	Public Works - Parks	PWP-10-001	n/a	130,000
66th Street	Public Works - Streets	PWST-10-001	n/a	1,000,000
Lillian Avenue	Public Works - Streets	PWST-10-002	n/a	118,000
Lillian Avenue & James Avenue	Public Works - Streets	PWST-10-003	n/a	94,500
Repaint 72nd Street Overpass	Public Works - Streets	PWST-10-010	n/a	12,000
96th Street - Giles to Harrison	Public Works - Streets	PWST-10-011	n/a	220,000
Giles Road Curb & Inlet	Public Works - Streets	PWST-10-012	n/a	20,000
Giles Road Traffic Signal Interconnect	Public Works - Streets	PWST-10-013	n/a	75,000
Aquatic Facility	Recreation	REC-10-001	5	6,715,000
<b>Total for 2010</b>				<b>8,404,500</b>
<b>2011</b>				
Rebuild Green #7	Golf Course Maintenance	GCM-11-001	n/a	20,500
Storage Building at City Park	Public Works - Parks	PWP-11-001	n/a	75,000
Primary Green Streets Development	Public Works - Parks	PWP-11-002	n/a	20,000
La Vista Drive Sanitary Sewer	Public Works - Sewer	PWSE-11-001	3	300,000
69th Street Sanitary Sewer	Public Works - Sewer	PWSE-11-002	3	300,000
La Vista Drive	Public Works - Streets	PWST-11-001	n/a	261,000
69th Street	Public Works - Streets	PWST-11-002	n/a	261,000
Josephine Street 2	Public Works - Streets	PWST-11-003	n/a	236,000
132nd & West Giles Road Overpass	Public Works - Streets	PWST-11-004	n/a	300,000

Project Name	Department	Project #	Priority	Project Cost
Plaza Blvd., 86th St., Valley View Dr. & 89th St.	Public Works - Streets	PWST-11-005	n/a	106,500
87th & Granville Parkway	Public Works - Streets	PWST-11-006	n/a	130,000
Park View Blvd., 89th St., & 88th St.	Public Works - Streets	PWST-11-007	n/a	106,500
<b>Total for 2011</b>				<b>2,116,500</b>
<b>2012</b>				
Trail Project 84th Street to Central Park	Public Works - Parks	PWP-12-001	n/a	20,000
132nd & West Giles Road Overpass	Public Works - Streets	PWST-11-004	n/a	1,800,000
71st Avenue	Public Works - Streets	PWST-12-001	n/a	177,000
Gertrude Street	Public Works - Streets	PWST-12-002	n/a	94,500
71st Street	Public Works - Streets	PWST-12-003	n/a	141,500
Florence Street	Public Works - Streets	PWST-12-004	n/a	118,000
<b>Total for 2012</b>				<b>2,351,000</b>
<b>2013</b>				
Trail Project 84th Street to Central Park	Public Works - Parks	PWP-12-001	n/a	75,000
132nd & West Giles Road Overpass	Public Works - Streets	PWST-11-004	n/a	10,000,000
Emiline Street	Public Works - Streets	PWST-13-001	n/a	118,000
Edna Street	Public Works - Streets	PWST-13-002	n/a	118,000
Gertrude Street 2	Public Works - Streets	PWST-13-003	n/a	118,000
70th Street	Public Works - Streets	PWST-13-004	n/a	189,000
<b>Total for 2013</b>				<b>10,618,000</b>
<b>GRAND TOTAL</b>				<b>29,938,859</b>

City of La Vista, Nebraska  
*Capital Improvement Plan*  
2009 thru 2013

**PROJECTS BY FUNDING SOURCE**

Source	Project#	Priority	2009	2010	2011	2012	2013	Total
<b>G.O. Bonds</b>								
Thompson Creek - Phase VI	PWP-FC-002	2	400,000					400,000
Gile Road Retrofit	PWST-09-002	9	1,000,000					1,000,000
66th Street	PWST-10-001	n/a		600,000				600,000
La Vista Drive	PWST-11-001	n/a			261,000			261,000
69th Street	PWST-11-002	n/a			261,000			261,000
Josephine Street 2	PWST-11-003	n/a			236,000			236,000
<b>G.O. Bonds Total</b>			<b>1,400,000</b>	<b>600,000</b>	<b>758,000</b>			<b>2,758,000</b>
<b>General Fund</b>								
La Vista Commons (Sod Farm)	CDE-09-001	4	30,000					30,000
Val Vista Park	PWP-10-001	n/a		130,000				130,000
<b>General Fund Total</b>			<b>30,000</b>	<b>130,000</b>				<b>160,000</b>
<b>Grants</b>								
La Vista Link to Keystone Trail	PWP-08-002	n/a	268,337					268,337
Primary Green Streets Development	PWP-11-002	n/a		10,000				10,000
Thompson Creek - Phase VI	PWP-FC-002	2	2,625,000					2,625,000
La Vista Drive Sanitary Sewer	PWSE-11-001	3		150,000				150,000
69th Street Sanitary Sewer	PWSE-11-002	3		150,000				150,000
132nd & West Giles Road Overpass	PWST-11-004	n/a		240,000	1,440,000	8,000,000		9,680,000
<b>Grants Total</b>			<b>2,893,337</b>		<b>550,000</b>	<b>1,440,000</b>	<b>8,000,000</b>	<b>12,883,337</b>
<b>Inter-Agency Transfers</b>								
Storm Sewer Pipe Lining - Harrison & Park Crest Dr	PWSE-09-001	1	10,000					10,000
132nd & West Giles Road	PWST-08-001	6	443,334					443,334
66th Street	PWST-10-001	n/a		400,000				400,000
132nd & West Giles Road Overpass	PWST-11-004	n/a			30,000	180,000	1,000,000	1,210,000
<b>Inter-Agency Transfers Total</b>			<b>453,334</b>	<b>400,000</b>	<b>30,000</b>	<b>180,000</b>	<b>1,000,000</b>	<b>2,063,334</b>
<b>Lottery</b>								
Golf Course Cart Paths	GCM-08-001	10	10,000	10,000				20,000
Golf Course Pond Pump	GCM-08-002	n/a	7,000					7,000
Expand Maintenance Building	GCM-10-001	n/a		10,000				10,000
Rebuild Green #7	GCM-11-001	n/a			20,500			20,500
Portal Greenway	PWP-08-001	10	24,500					24,500
La Vista Link to Keystone Trail	PWP-08-002	n/a	47,354					47,354
Storage Building at City Park	PWP-11-001	n/a			75,000			75,000
Primary Green Streets Development	PWP-11-002	n/a			10,000			10,000

Source	Project#	Priority	2009	2010	2011	2012	2013	Total
Trail Project 84th Street to Central Park	PWP-12-001	n/a				20,000	75,000	95,000
<b>Lottery Total</b>			<b>88,854</b>	<b>20,000</b>	<b>105,500</b>	<b>20,000</b>	<b>75,000</b>	<b>309,354</b>
<b>Other</b>								
84th Street Visioning	CDE-09-002	1	200,000					200,000
<b>Other Total</b>			<b>200,000</b>					<b>200,000</b>
<b>Sales Tax</b>								
Storm Sewer Pipe Lining - Harrison & Park Crest Dr	PWSE-09-001	1	10,000					10,000
La Vista Drive Sanitary Sewer	PWSE-11-001	3	7,500		150,000			157,500
69th Street Sanitary Sewer	PWSE-11-002	3	7,500		150,000			157,500
132nd & West Giles Road	PWST-08-001	6	443,334					443,334
Quiet Zone Southport West	PWST-08-008	2	75,000					75,000
Giles Road Bridge Slabs	PWST-09-001	7	150,000					150,000
108th & Chandler Road Warning Lights	PWST-09-004	8	30,000					30,000
Lillian Avenue	PWST-10-002	n/a		118,000				118,000
Lillian Avenue & James Avenue	PWST-10-003	n/a		94,500				94,500
Repaint 72nd Street Overpass	PWST-10-010	n/a		12,000				12,000
96th Street - Giles to Harrison	PWST-10-011	n/a		220,000				220,000
Giles Road Curb & Inlet	PWST-10-012	n/a		20,000				20,000
Giles Road Traffic Signal Interconnect	PWST-10-013	n/a		75,000				75,000
132nd & West Giles Road Overpass	PWST-11-004	n/a		30,000	180,000	1,000,000		1,210,000
Plaza Blvd., 86th St., Valley View Dr. & 89th St.	PWST-11-005	n/a		106,500				106,500
87th & Granville Parkway	PWST-11-006	n/a		130,000				130,000
Park View Blvd., 89th St., & 88th St.	PWST-11-007	n/a		106,500				106,500
71st Avenue	PWST-12-001	n/a			177,000			177,000
Gertrude Street	PWST-12-002	n/a			94,500			94,500
71st Street	PWST-12-003	n/a			141,500			141,500
Florence Street	PWST-12-004	n/a			118,000			118,000
Emiline Street	PWST-13-001	n/a				118,000		118,000
Edna Street	PWST-13-002	n/a				118,000		118,000
Gertrude Street 2	PWST-13-003	n/a				118,000		118,000
70th Street	PWST-13-004	n/a				189,000		189,000
<b>Sales Tax Total</b>			<b>723,334</b>	<b>539,500</b>	<b>673,000</b>	<b>711,000</b>	<b>1,543,000</b>	<b>4,189,834</b>
<b>Warrants</b>								
Harrison Street	PWST-08-003	1	75,000					75,000
Aquatic Facility	REC-10-001	5	585,000	6,715,000				7,300,000
<b>Warrants Total</b>			<b>660,000</b>	<b>6,715,000</b>				<b>7,375,000</b>
<b>GRAND TOTAL</b>			<b>6,448,859</b>	<b>8,404,500</b>	<b>2,116,500</b>	<b>2,351,000</b>	<b>10,618,000</b>	<b>29,938,859</b>

City of La Vista, Nebraska  
*Capital Improvement Plan*  
**2009 thru 2013**

**DEPARTMENT SUMMARY**

<b>Department</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>Total</b>
Community Development	230,000					230,000
Golf Course Maintenance	17,000	20,000	20,500			57,500
Public Works - Parks	3,365,191	130,000	95,000	20,000	75,000	3,685,191
Public Works - Sewer	35,000		600,000			635,000
Public Works - Streets	2,216,668	1,539,500	1,401,000	2,331,000	10,543,000	18,031,168
Recreation	585,000	6,715,000				7,300,000
<b>GRAND TOTAL</b>	<b>6,448,859</b>	<b>8,404,500</b>	<b>2,116,500</b>	<b>2,351,000</b>	<b>10,618,000</b>	<b>29,938,859</b>

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **CDE-09-001**

Project Name **La Vista Commons (Sod Farm)**



Type Consulting Services

Priority 4

Useful Life 15 years

Contact Community Development Direc

Category Consulting Services

Department Community Development

Plan Name

Account Number 05.71.0828

Dept Priority 2 - Very Important

Description	Total Project Cost	
Master plan for La Vista Commons (sod farm) area.	\$30,000	

### Justification

Even though this land is currently held by private owner, the City has designated it as green space in its Comprehensive Plan. A process needs to be undertaken to determine the City's vision for this area.

Expenditures	2009	2010	2011	2012	2013	Total
Planning/Study 01	30,000					30,000
<b>Total</b>	<b>30,000</b>					<b>30,000</b>

Funding Sources	2009	2010	2011	2012	2013	Total
General Fund	30,000					30,000
<b>Total</b>	<b>30,000</b>					<b>30,000</b>

### Operational Impact/Other

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **CDE-09-002**

Project Name **84th Street Visioning**

Type Consulting Services

Priority 1

Useful Life 30 years

Contact Community Development Direc

Category Consulting Services

Department Community Development

Plan Name

Account Number 05.71.0830

Dept Priority 2 - Very Important

Description	Total Project Cost	\$200,000
Engage in a visioning process and the ultimate development of a long term plan for the revitalization of the 84th Street corridor from Harrison Street to Giles Road.		

### Justification

The revitalizatin of 84th Street has been identified as a priority by the governing body during strategic planning and was also one of the top concerns of residents who participated in the National Citizen Survey.

\*Note: The funding source would be the CDBG funds available for reuse from previous projects.

Expenditures	2009	2010	2011	2012	2013	Total
Planning/Study 01		200,000				200,000
<b>Total</b>	<b>200,000</b>					<b>200,000</b>

Funding Sources	2009	2010	2011	2012	2013	Total
Other		200,000				200,000
<b>Total</b>	<b>200,000</b>					<b>200,000</b>

### Operational Impact/Other

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **GCM-08-001**

Project Name **Golf Course Cart Paths**



Type Improvement Priority 10  
 Useful Life 10 years Contact Public Works Director  
 Category Golf Course Improvement Department Golf Course Maintenance  
 Plan Name Account Number 05.71.0812  
 Dept Priority 3 - Important

Description	Total Project Cost
Complete cart path installation on the golf course.	\$30,000

### Justification

Completing the installation of cart paths is the number one concern of club house staff. Wet weather often prevents the rental of carts, reducing revenue. Additional cart path would allow for cart rental at all times and reduce worn spots on the course where existing paths now end.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
10,000	Construction Costs 03	10,000	10,000				20,000
Total	Total	10,000	10,000				20,000

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
10,000	Lottery	10,000	10,000				20,000
Total	Total	10,000	10,000				20,000

### Operational Impact/Other

**Capital Improvement Plan  
City of La Vista, Nebraska**

Data in Year 2009

Project # **GCM-08-002**

Project Name **Golf Course Pond Pump**

Type	Equipment	Priority	N/A
Useful Life	10 years	Contact	Public Works Director
Category	Golf Course Improvement	Department	Golf Course Maintenance
Plan Name		Account Number	05.71.0813
Dept Priority	1 - Critical		

Description	Total Project Cost	
Run pipe from the lower lake to the upper lake to transfer water for irrigation.	\$12,000	

**Justification**

The upper lake supplies water for golf course irrigation. During dry weather water has to be pumped from the lower lake using a portable pump and fire hose. Public Works has a pump available for the project. Costs would include the necessary rigid PVC pipe and running electricity. Pumping could then take place with the flip of a switch.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
5,000	Construction Costs 03	7,000					7,000
Total		7,000					7,000

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
5,000	Lottery	7,000					7,000
Total		7,000					7,000

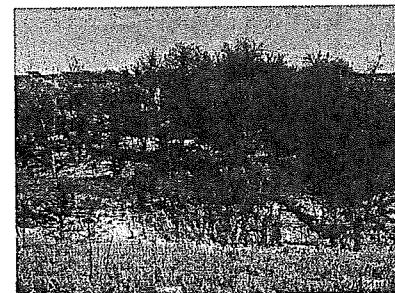
**Operational Impact/Other**

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **PWP-08-001**  
 Project Name **Portal Greenway**



Type Construction Priority 10  
 Useful Life 15 years Contact Public Works Director  
 Category Trail Development/Constructio Department Public Works - Parks  
 Plan Name Account Number 05.71.0815  
 Dept Priority 3 - Important

Description	Total Project Cost	\$30,000
-------------	--------------------	----------

Development of a trail system for the Portal Greenway.

### Justification

This project was identified in the Park and Recreation Master Plan (year three FY 06-07). This request is for design and engineering costs. Plans for the creek bed will need to be determined and funding sought through the NRD. Secondly, a conceptual plan for the trail system will have to be designed and additional sources of funding sought.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
5,500	Engineering Design 02	24,500					24,500
Total		Total	24,500				24,500

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
5,500	Lottery	24,500					24,500
Total		Total	24,500				24,500

### Operational Impact/Other

**Capital Improvement Plan  
City of La Vista, Nebraska**

Data in Year 2009

Project # **PWP-08-002**

Project Name **La Vista Link to Keystone Trail**

Type	Construction	Priority	N/A
Useful Life	25 years	Contact	Public Works Director
Category	Trail Development/Constructio	Department	Public Works - Parks
Plan Name	Park & Rec Master	Account Number	05.71.0816
Dept Priority	2 - Very Important		

Description	Total Project Cost	\$351,925
-------------	--------------------	-----------

Install new trail from the Sports Complex to the intersection of 66th & Harrison Street.

**Justification**

Currently there are no sidewalks or trails leading into the Sports Complex and residents have no direct access to the Keystone Trail. The project would install trail from the SW corner of the Sports Complex (69th Street dead-end) to the SE corner of 66th & Harrison Street, cononecting to future Harrison Street improvements. It will provide a safe pedestrian transportation corridor to the Sports Complex and Keystone Trail. NDOR grant received for project. City must match the grant amount.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
36,234	Engineering Design 02	28,000					28,000
Total	ROW/Land Acquisition 07	18,766					18,766
	Construction Costs 03	268,925					268,925
	<b>Total</b>	<b>315,691</b>					<b>315,691</b>

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
36,234	Grants	268,337					268,337
Total	Lottery	47,354					47,354
	<b>Total</b>	<b>315,691</b>					<b>315,691</b>

**Operational Impact/Other**

Operating Budget Impact	2009	2010	2011	2012	2013	Total
Maintenance		1,000	1,000	1,000	1,000	4,000
<b>Total</b>	<b></b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>4,000</b>

# Capital Improvement Plan

## City of La Vista, Nebraska

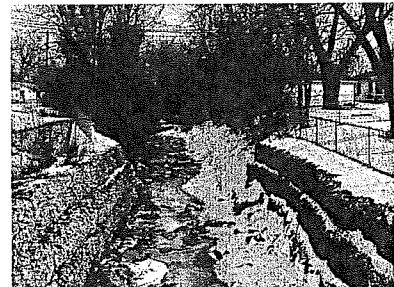
Data in Year 2009

Project # **PWP-FC-002**

Project Name **Thompson Creek - Phase VI**

Type Improvement  
 Useful Life 50+ years  
 Category Thompson Creek Channel  
 Plan Name Park & Rec Master  
 Dept Priority 2 - Very Important

Priority 2  
 Contact Public Works Director  
 Department Public Works - Parks  
 Account Number 05.71.0645



Description	Total Project Cost
	<b>\$3,025,000</b>

A \$3 million Federal grant application has been submitted for the home buyout portion of this project. If approved, the City's match would be 12.5%. The Federal share is 75% and the NRD would fund 12.5%. Funding is also included for the continuing engineering costs associated with the project and future grant applications.

### Justification

Following extensive review and study, in March 2008 the Council identified Option 3 as the preferred solution and directed staff to pursue funding. This plan includes the acquisition of 22 homes located primarily on the South side of Park View Blvd. from 72nd Street to 75th Street and four homes on the North side of Valley Road at approximately Braun Avenue.

Expenditures	2009	2010	2011	2012	2013	Total
Planning/Study 01	25,000					25,000
Other 09	3,000,000					3,000,000
<b>Total</b>	<b>3,025,000</b>					<b>3,025,000</b>

Funding Sources	2009	2010	2011	2012	2013	Total
G.O. Bonds	400,000					400,000
Grants	2,625,000					2,625,000
<b>Total</b>	<b>3,025,000</b>					<b>3,025,000</b>

### Operational Impact/Other

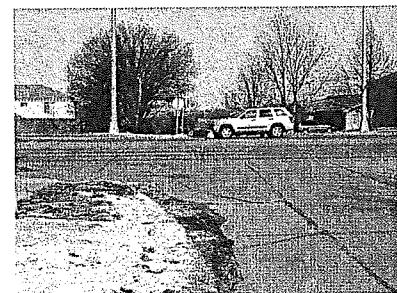
# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # PWSE-09-001  
Project Name Storm Sewer Pipe Lining - Harrison & Park Crest Dr

Type Improvement Priority 1  
Useful Life 25 years Contact Public Works Director  
Category Storm Sewer Improvement Department Public Works - Sewer  
Plan Name Account Number 05.71.0829  
Dept Priority 1 - Critical



Description	Total Project Cost	\$20,000
Repair damaged 36" storm sewer pipe with set-in-place pipe lining system.		

### Justification

An existing 36" corrugated metal storm sewer pipe located on Harrison Street just west of Park Crest Drive has failed. The entire bottom 1/3 of the pipe has deteriorated and must be stabilized to avoid a cave-in on Harrison Street. The project will be a 50-50 cost share with the City of Ralston.

Expenditures	2009	2010	2011	2012	2013	Total
Construction Costs 03	20,000					20,000
<b>Total</b>	<b>20,000</b>					<b>20,000</b>

Funding Sources	2009	2010	2011	2012	2013	Total
Inter-Agency Transfers	10,000					10,000
Sales Tax	10,000					10,000
<b>Total</b>	<b>20,000</b>					<b>20,000</b>

### Operational Impact/Other

Failure to make repairs will lead to substantial damage to Harrison Street

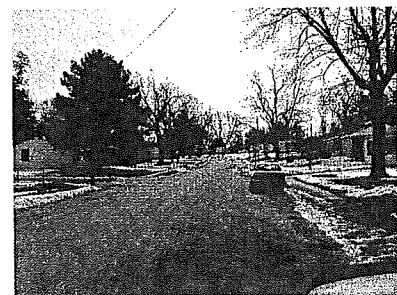
# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **PWSE-11-001**  
 Project Name **La Vista Drive Sanitary Sewer**

Type Reconstruction Priority 3  
 Useful Life 40 years Contact Public Works Director  
 Category Sanitary Sewer Reconstruction Department Public Works - Sewer  
 Plan Name Account Number 05.71.0830  
 Dept Priority 2 - Very Important



Description	Total Project Cost
Rehabilitation of Sanitary Sewer Lines	<b>\$307,500</b>

### Justification

Complete rehabilitation of the sanitary sewer lines on La Vista Drive from Emiline Street to 69th Street. These sewer lines are nearing 50 years old and need to be upgraded to avoid a failure of the sanitary sewer system in this area.

Expenditures	2009	2010	2011	2012	2013	Total
Planning/Study 01	7,500					7,500
Engineering Design 02			50,000			50,000
Construction Costs 03			250,000			250,000
<b>Total</b>	<b>7,500</b>		<b>300,000</b>			<b>307,500</b>

Funding Sources	2009	2010	2011	2012	2013	Total
Grants			150,000			150,000
Sales Tax	7,500		150,000			157,500
<b>Total</b>	<b>7,500</b>		<b>300,000</b>			<b>307,500</b>

### Operational Impact/Other

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **PWSE-11-002**

Project Name **69th Street Sanitary Sewer**

Type Reconstruction Priority 3  
 Useful Life 40 years Contact Public Works Director  
 Category Sanitary Sewer Reconstruction Department Public Works - Sewer  
 Plan Name Account Number 05.71.0831  
 Dept Priority 2 - Very Important



Description	Total Project Cost
Rehabilitation of Sanitary Sewer Lines	<b>\$307,500</b>

### Justification

Complete rehabilitation of the sanitary sewer lines on 69th Street from Emiline Street to La Vista Drive. These sewer lines are nearing 50 years old and need to be upgraded to avoid a failure of the sanitary sewer system in this area.

Expenditures	2009	2010	2011	2012	2013	Total
Planning/Study 01		7,500				7,500
Engineering Design 02			50,000			50,000
Construction Costs 03			250,000			250,000
<b>Total</b>	<b>7,500</b>		<b>300,000</b>			<b>307,500</b>

Funding Sources	2009	2010	2011	2012	2013	Total
Grants			150,000			150,000
Sales Tax		7,500	150,000			157,500
<b>Total</b>	<b>7,500</b>		<b>300,000</b>			<b>307,500</b>

### Operational Impact/Other

# Capital Improvement Plan

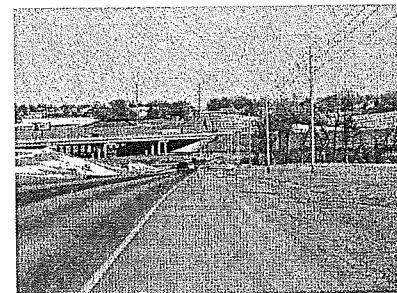
## City of La Vista, Nebraska

Data in Year 2009

Project # **PWST-08-001**

Project Name **132nd & West Giles Road**

Type	Construction	Priority	6
Useful Life	30 years	Contact	Public Works Director
Category	Street Construction	Department	Public Works - Streets
Plan Name		Account Number	05.71.0820
Dept Priority	2 - Very Important		



Description	Total Project Cost	\$900,168
-------------	--------------------	-----------

Improvements to the intersection of 132nd & West Giles Road (Short Term)

### Justification

The Schemmmer & Associates conducted a study of this intersection to look at future traffic problems. Recommendations were made for several short-term and long-term solutions. Full build out of Southport will require improvements to this transportation corridor.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
13,500	Engineering Design 02	176,531					176,531
Total	ROW/Land Acquisition 07	35,000					35,000
	Construction Costs 03	656,001					656,001
	Other 09	19,136					19,136
	<b>Total</b>	<b>886,668</b>					<b>886,668</b>

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
13,500	Inter-Agency Transfers	443,334					443,334
Total	Sales Tax	443,334					443,334
	<b>Total</b>	<b>886,668</b>					<b>886,668</b>

### Operational Impact/Other

**Capital Improvement Plan  
City of La Vista, Nebraska**

Data in Year 2009

Project # **PWST-08-003**

Project Name **Harrison Street**

Type Reconstruction Priority 1  
Useful Life 25 years Contact Public Works Director  
Category Street Reconstruction Department Public Works - Streets  
Plan Name One & Six Year Road Account Number 05.71.0818

**Dept Priority**

Description	Total Project Cost	\$280,000
-------------	--------------------	-----------

Reconstruct Harrison Street to a 3-lane Urban Design from La Vista Drive to 48th Street

**Justification**

Project No. 173 in the One and Six Year Road Plan. This project is part of an interlocal agreement with the City of Bellevue, the City of Omaha, Douglas County, and Sarpy County. Increased traffic volumes necessitate this improvement. Many areas of the roadway are beyond normal maintenance and should be replaced.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
205,000	Construction Costs 03	75,000					75,000
<b>Total</b>		<b>75,000</b>					<b>75,000</b>

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
205,000	Warrants	75,000					75,000
<b>Total</b>		<b>75,000</b>					<b>75,000</b>

**Operational Impact/Other**

**Capital Improvement Plan  
City of La Vista, Nebraska**

Data in Year 2009

Project # **PWST-08-008**

Project Name **Quiet Zone Southport West**

Type Improvement Priority 2  
Useful Life 25 years Contact Public Works Director  
Category Railroad Crossing Improvement Department Public Works - Streets  
Plan Name Account Number 05.71.0824

**Dept Priority**

Description	Total Project Cost	
Improvements to Railroad Crossing at 132nd & West Giles Road	\$100,000	

**Justification**

At the request of the Southport West developer, a Quiet Zone study was undertaken by the City and the developer. Recommendations for improvements at the railroad crossing were outlined to eliminate the need for trains to sound their whistle at this crossing. The study is currently being reviewed by the BNSF Railroad and we are waiting for their approval to begin improvements.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
25,000	Construction Costs 03		75,000				75,000
Total		Total	75,000				75,000

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
25,000	Sales Tax		75,000				75,000
Total		Total	75,000				75,000

**Operational Impact/Other**

**Capital Improvement Plan  
City of La Vista, Nebraska**

Data in Year 2009

Project # **PWST-09-001**

Project Name **Giles Road Bridge Slabs**

Type Reconstruction

Priority 7

Useful Life 15 years

Contact Public Works Director

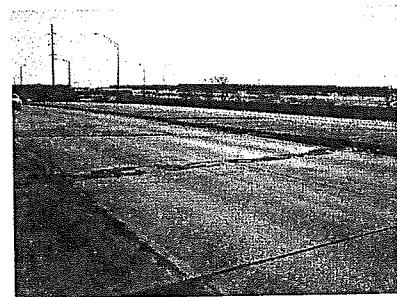
Category Bridge Improvement

Department Public Works - Streets

Plan Name

Account Number 05.71.0832

Dept Priority 1 - Critical



**Description**

Total Project Cost

**\$150,000**

Repair bridge approach slabs and expansion joints.

**Justification**

Project No. 192 in the One and Six Year Road Plan. The bridge approach slabs at 110th and 119th & Giles Road have settled, creating a dangerous off-set at the expansion joint. The ride of the street has been compromised and the off-set does tremendous damage to snow plows.

<b>Expenditures</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>Total</b>
Engineering Design 02	20,000					20,000
Construction Costs 03	130,000					130,000
<b>Total</b>	<b>150,000</b>					<b>150,000</b>

<b>Funding Sources</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>Total</b>
Sales Tax	150,000					150,000
<b>Total</b>	<b>150,000</b>					<b>150,000</b>

**Operational Impact/Other**

--

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **PWST-09-002**

Project Name **Gile Road Retrofit**

Type Improvement

Priority 9

Useful Life 15 years

Contact Public Works Director

Category Street Improvement

Department Public Works - Streets

Plan Name

Account Number 05.71.0833

Dept Priority 2 - Very Important



Description	Total Project Cost
Install drainage system, dowel bar retrofit and diamond grind pavement	\$1,000,000

### Justification

Project No. 193 in the One and Six Year Road Plan. This project will run from 108th Street to West Giles Road. Concrete panels are rocking under heavy loads and the joints need to be stabilized. Failure to complete this project could lead to major concrete panel failure and subsequently, replacement of the entire stretch of roadway.

Expenditures	2009	2010	2011	2012	2013	Total
Engineering Design 02	105,000					105,000
Construction Costs 03	895,000					895,000
<b>Total</b>	<b>1,000,000</b>					<b>1,000,000</b>

Funding Sources	2009	2010	2011	2012	2013	Total
G.O. Bonds	1,000,000					1,000,000
<b>Total</b>	<b>1,000,000</b>					<b>1,000,000</b>

### Operational Impact/Other

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **PWST-09-004**

Project Name **108th & Chandler Road Warning Lights**

Type Improvement

Priority 8

Useful Life 30 years

Contact Public Works Director

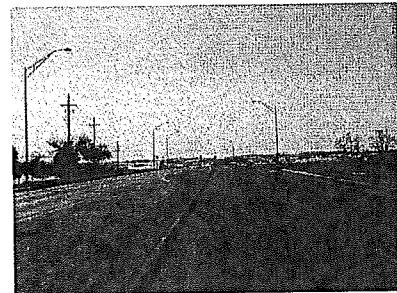
Category Street Improvement

Department Public Works - Streets

Plan Name

Account Number 05.71.835

Dept Priority 2 - Very Important



Description	Total Project Cost	\$30,000
Install warning lights on 108th Street at Chandler Road to notify traffic that emergency vehicles are entering.		

### Justification

Concern has been expressed by the Fire Department regarding visibility from Chandler Road to the south on 108th Street. This limited visibility, as well as the increase in traffic on 108th Street, has created a need for warning lights at this intersection.

Expenditures	2009	2010	2011	2012	2013	Total
Planning/Study 01	5,000					5,000
Construction Costs 03	25,000					25,000
<b>Total</b>	<b>30,000</b>					<b>30,000</b>

Funding Sources	2009	2010	2011	2012	2013	Total
Sales Tax	30,000					30,000
<b>Total</b>	<b>30,000</b>					<b>30,000</b>

### Operational Impact/Other

Installation of warning lights will reduce the City's potential liability.

# Capital Improvement Plan

## City of La Vista, Nebraska

Data in Year 2009

Project # **REC-10-001**  
 Project Name **Aquatic Facility**

Type Construction Priority 5  
 Useful Life 40 years Contact Recreation Director  
 Category Building Construction Department Recreation  
 Plan Name Account Number 05.71.0817  
 Dept Priority 3 - Important



Description	Total Project Cost
Construct new aquatic facility	\$7,325,000

### Justification

The Mayor & Council have recognized the need for improvements related to the municipal pool. A Citizen Committee was appointed to make recommendations regarding the feasibility of improving the existing facility or new construction. In June 2008, the Council received a recommendation for a new aquatic facility. In anticipation of a successful bond issue referendum in November of 2008, funding is proposed.

Prior	Expenditures	2009	2010	2011	2012	2013	Total
25,000	Engineering Design 02	565,000					565,000
Total	ROW/Land Acquisition 07		20,000				20,000
	Construction Costs 03			6,715,000			6,715,000
	<b>Total</b>	<b>585,000</b>	<b>6,715,000</b>				<b>7,300,000</b>

Prior	Funding Sources	2009	2010	2011	2012	2013	Total
25,000	Warrants	585,000	6,715,000				7,300,000
Total	<b>Total</b>	<b>585,000</b>	<b>6,715,000</b>				<b>7,300,000</b>

### Operational Impact/Other

A new aquatic facility would significantly impact yearly operations. Employees would have to be added in the swimming pool budget. Impact on maintenance costs are still being identified.

LOTTERY FUND		FY06-07 Budget Code & Classification Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection	FY12-13 Projection	FY13-14 Projection
<b>8-04-REVENUES</b>										
<b>LOTTERY FUND (8)</b>										
8-01-00-10	Total	3,446,041.00	3,508,216.00	3,508,216.00	4,034,523.85	3,521,023.60	3,058,983.60	2,543,319.85	2,076,694.85	2,509,194.85
1000	Inter-Fund Transfers									
8001	Miscellaneous									
8010	Interest Income	140,661.38	100,000.00	150,000.00	100,000.00	90,000.00	75,000.00	50,000.00	50,000.00	50,000.00
8011	Lottery Rev/Comm. Bettermt	985,888.19	900,000.00	1,125,000.00	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00
8014	Taxes - Form 51	265,480.86	200,000.00	275,000.00	225,000.00	225,000.00	225,000.00	225,000.00	225,000.00	225,000.00
	Operator bonus reserve									
	Total Income	1,392,030.43	1,200,000.00	2,142,100.00	1,125,000.00	1,115,000.00	1,100,000.00	1,075,000.00	1,075,000.00	1,075,000.00
8-02-00-00	Total Available	4,838,071.43	4,708,216.00	5,650,316.00	5,159,523.85	4,636,023.60	4,158,983.60	3,618,319.85	3,151,694.85	3,584,194.85
8-02-00-00	Expenditures	1,550,319.34	1,848,861.25	1,615,792.15	1,638,500.25	1,577,040.00	1,615,653.75	1,541,625.00	642,500.00	672,600.00
8-02-00-00	Balance Forward	3,287,752.09	2,859,354.75	4,034,523.85	3,521,023.60	3,058,983.60	2,543,319.85	2,076,694.85	2,509,194.85	2,911,594.85
<b>8-81-LOTTERY EXPENDITURES</b>										
<b>LOTTERY FUND</b>										
<b>CONTRACTUAL SERVICES</b>										
200	Inter-Fund Transfers									
303	Professional Services-Other	12,657.93	15,000.00	34,700.00	70,000.00	70,000.00	20,000.00	20,000.00	20,000.00	20,000.00
308	Legal Advertising	11.25	2,500.00	2,600.00	2,500.00	2,600.00	2,500.00	2,600.00	2,500.00	2,600.00
314	Other Contractual Services	2,500.00	15,000.00	15,000.00	15,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
320	Professional Services-Auditing	7,351.26	10,000.00	8,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
321	Professional Services-Legal	2,424.79	10,000.00	8,000.00	8,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
8-02-0990	Operator Bonus									
	Total Contractual Services	24,945.23	42,500.00	60,300.00	107,500.00	107,600.00	57,500.00	57,600.00	57,600.00	57,600.00
<b>OTHER CHARGES</b>										
505	State Taxes	265,480.86	200,000.00	275,000.00	225,000.00	225,000.00	225,000.00	225,000.00	225,000.00	225,000.00
514	Financial/Lending/Bond Fees									
	Total Other Charges	265,480.86	200,000.00	275,000.00	225,000.00	225,000.00	225,000.00	225,000.00	225,000.00	225,000.00
<b>TRANSFERS</b>										
620	Transfer to General Fund	7,530.00	11,800.00	11,800.00	9,720.00	9,720.00	969,440.00	967,663.75	969,025.00	
621	Transfer to Debt Service	978,796.25	967,561.25	967,561.25	969,426.25	969,426.25	255,000.00	255,000.00	270,000.00	285,000.00
622	Transfer to Golf Fund	168,000.00	222,000.00	215,000.00	238,000.00	238,000.00				290,000.00
630	Transfer to EDF									
631	Transfer To CIP	105,567.00	405,000.00	86,130.90	88,854.00	88,854.00	20,000.00	105,500.00	20,000.00	75,000.00
	Total Transfers	1,259,893.25	1,606,361.25	1,280,492.15	1,306,000.25	1,244,440.00	1,333,163.75	1,259,025.00	360,000.00	390,000.00
	Total Lottery Fund	1,550,319.34	1,648,861.25	1,615,792.15	1,638,500.25	1,577,040.00	1,615,653.75	1,541,625.00	642,500.00	672,600.00

GOLF FUND		FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection	FY12-13 Projection	FY13-14 Projection	
<b>Budget Code &amp; Classification 9-04-GOLF REVENUES</b>											
9-01-0010	Total	6,840.00	13,198.00	13,198.00	7,914.50	6,423.50	5,720.38	5,165.34	2,643.81	5,769.49	
7100	Green Fees	140,274.99	120,000.00	125,000.00	135,000.00	140,000.00	140,000.00	140,000.00	140,000.00	140,000.00	
7100	Carts	47,512.54	35,000.00	35,000.00	40,000.00	40,000.00	45,000.00	45,000.00	45,000.00	45,000.00	
7100	Misc Play Sales**										
7400	Concession Sales	30,980.37	25,000.00	25,000.00	28,000.00	28,000.00	30,000.00	30,000.00	30,000.00	30,000.00	
	Total Golf Proceeds	218,767.90	180,000.00	185,000.00	203,000.00	215,000.00	215,000.00	215,000.00	215,000.00	215,000.00	
4010	Lottery Transfer										
168,000.00	222,000.00	215,000.00	238,000.00	255,000.00	260,000.00	270,000.00	270,000.00	285,000.00	290,000.00	290,000.00	
304.81	175.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	
4,428.51	2,500.00	3,800.00	3,800.00	3,800.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
504.31	100.00	372.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	
64.11	450.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	
8062	Res. Rev Reclass w/Exp										
	Total Income	392,069.64	405,225.00	404,422.00	445,125.00	461,325.00	478,325.00	488,325.00	503,325.00	508,325.00	
	Total Available	398,909.64	418,423.00	417,620.00	453,039.50	467,748.50	484,045.38	493,490.34	505,968.81	514,094.49	
	Total Operating Expenditures	387,046.17	391,964.50	393,411.50	446,616.00	462,028.12	478,880.04	490,846.53	500,199.32	504,435.27	
	Total Capital Expenditures	4,305.80	15,970.00	16,294.00	9,500.00	0.00	0.00	0.00	0.00	0.00	
	Balance Forward	7,557.67	10,488.50	7,914.50	6,423.50	5,720.38	5,165.34	2,643.81	5,769.49	9,559.22	
<b>Golf Course Bonds</b>											
	Principal & Interest										
FY09		\$ 128,370.00									
FY10		\$ 128,177.50									
FY11		\$ 132,532.50									
FY12		\$ 131,457.50									
FY13		\$ 130,082.50									
FY14		\$ 128,406.25									
		\$ 779,026.25									

GOLF FUND		FY08-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY08-09 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
Budget Code & Classification										
CLUB HOUSE										
9-91-GOLF EXPENDITURES										
PERSONNEL SERVICES										
101 Salaries - Full-Time	26,339.20	28,330.00	28,330.00	41,627.00	43,708.35	45,893.77	48,188.46	49,634.11	51,123.13	51,123.13
102 Salaries - Part-Time	19,092.58	22,510.00	22,510.00	23,276.00	23,741.52	24,216.35	24,700.68	24,700.68	25,194.69	25,194.69
103 Overtime Salaries	16.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104 FICA	3,284.18	3,889.00	3,889.00	4,965.00	5,213.25	5,473.91	5,747.61	5,920.04	6,097.64	6,097.64
105 Insurance Charges	8,854.99	10,908.00	10,908.00	12,851.00	15,421.20	17,734.38	20,394.54	23,453.72	26,971.78	26,971.78
106 Other Personnel Services										
107 Pension	1,580.30	1,700.00	1,700.00	2,498.00	2,622.90	2,754.05	2,891.75	2,978.50	3,067.85	3,067.85
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	59,168.13	67,337.00	67,337.00	85,217.00	90,707.22	96,072.46	101,923.03	106,687.04	112,455.09	112,455.09
COMMODITIES										
200 Inter-Fund Transfers										
201 Office Supplies	39.62	150.00	150.00	137.00	150.00	150.00	150.00	150.00	150.00	150.00
204 Wearing Apparel	0.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
207 Janitorial Supply	125.63	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00
211 Other Commodities										
Total Commodities	165.25	730.00	730.00	717.00	730.00	730.00	730.00	730.00	730.00	730.00
CONTRACTUAL SERVICES										
301 Postage	164.84	305.00	305.00	309.00	309.00	309.00	309.00	309.00	309.00	309.00
302 Telephone	1,265.94	1,980.00	1,980.00	2,536.00	2,536.00	2,536.00	2,536.00	2,536.00	2,536.00	2,536.00
303 Prof Services-Other	210.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
304 Utilities	8,557.37	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00
305 Insurance and Bonds	6,200.00	5,500.00	5,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
306 Rentals	906.12	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00
308 Advertising - Promo	663.48	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
308 Advert - Legal - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
309 Printing	926.43	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00
310 Dues & Subscriptions	36.81	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312 Towel/Uniform Cleaning	0.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
313 Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314 Other Contract Services	669.83	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
320 Prof Services-Audit	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00
321 Prof Services-Legal		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810 Cart Lease-Misc	8,128.56	5,460.00	5,460.00	11,778.00	11,778.00	11,778.00	11,778.00	11,778.00	11,778.00	11,778.00
8300 Pro Shop Misc	2,893.86	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
8400 Concess Food - Other	13,821.23	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Total Contractual	44,794.47	41,078.00	41,079.00	47,453.00	47,453.00	47,453.00	47,453.00	47,453.00	47,453.00	47,453.00

GOLF FUND		FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
<b>Maintenance</b>										
401 Buildings and Grounds		2,648.16		2,676.00		2,676.00		2,676.00		2,676.00
409 Repair & Maintenance		0.00		0.00		0.00		0.00		0.00
410 Vehicle Maintenance		0.00		0.00		0.00		0.00		0.00
411 Radio		0.00		0.00		0.00		0.00		0.00
412 Other		0.00		0.00		0.00		0.00		0.00
<b>Total Maintenance</b>		<b>2,648.16</b>		<b>2,676.00</b>		<b>2,676.00</b>		<b>2,676.00</b>		<b>2,676.00</b>
<b>OTHER CHARGES</b>										
7470 Management Fee		0.00		0.00		0.00		0.00		0.00
7471 Mgmt Reimbursement		0.00		0.00		0.00		0.00		0.00
501 Bond/Principal Expense		85,000.00		90,000.00		95,000.00		100,000.00		115,000.00
502 Bond/Interest Expense		42,735.00		38,227.50		33,370.00		28,177.50		22,532.50
505 Other Charges		3,089.15		1,000.00		1,000.00		1,000.00		1,000.00
514 Financial/Lend/Bond Fees		885.02		1,000.00		1,000.00		1,000.00		1,000.00
<b>Total Other Charges</b>		<b>131,709.17</b>		<b>130,227.50</b>		<b>130,370.00</b>		<b>130,177.50</b>		<b>134,532.50</b>
<b>CAPITAL OUTLAY</b>										
618 Other Capital Outlay		2,549.80		3,970.00		3,983.00		5,000.00		0.00
621 Trans To Debt Serv/Int										0.00
<b>Total Capital Outlay</b>		<b>2,549.80</b>		<b>3,970.00</b>		<b>3,983.00</b>		<b>5,000.00</b>		<b>0.00</b>
<b>Total Golf Club House</b>		<b>241,034.98</b>		<b>246,018.50</b>		<b>246,019.50</b>		<b>271,446.00</b>		<b>271,743.72</b>
										<b>281,463.96</b>
										<b>286,239.53</b>
										<b>289,628.54</b>
										<b>297,126.59</b>

GOLF FUND		FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY08-09 Projected	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
<b>Budget Code &amp; Classification</b>											
<b>GOLF MAINTENANCE</b>											
9-92-GOLF EXPENDITURES											
PERSONNEL SERVICES											
101 Salaries - Full-Time	62,117.60	64,207.00	64,207.00	83,046.00	87,198.30	91,558.22	96,136.13	99,020.21	101,990.82	102,886.80	22,886.80
102 Salaries - Part-Time	16,154.74	22,000.00	22,000.00	22,000.00	22,000.00	22,440.00	22,440.00	22,440.00	22,440.00	400.00	400.00
103 Overtime Salaries	581.64	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	0.00	0.00
104 FICA	5,862.01	6,625.00	6,625.00	8,067.00	8,470.35	8,893.87	9,338.56	9,618.72	9,907.28	12,624.24	16,635.56
105 Insurance Charges	8,928.33	7,675.00	7,675.00	9,148.00	10,977.60	12,524.24	14,517.88	14,517.88	14,517.88	0.00	0.00
106 Other Personnel Services											
107 Pension	3,727.16	3,852.00	3,852.00	4,983.00	5,232.15	5,493.76	5,768.45	5,941.50	6,119.74	0.00	0.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	97,171.52	104,759.00	104,759.00	127,644.00	134,278.40	141,410.08	148,601.01	154,564.78	160,506.53	160,506.53	160,506.53
COMMODITIES											
200 Inter-Fund Transfers											
201 Office Supplies	21.50	26.00	26.00	26.00	26.00	26.00	26.00	26.00	26.00	41.00	41.00
203 Food Supplies	8.77	41.00	41.00	41.00	41.00	41.00	41.00	41.00	41.00	5,500.00	5,500.00
205 Motor-Veh Supplies-Fuel	4,286.45	4,500.00	4,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
207 Janitorial Supply	45.62	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
208 Chemical Supply	2,975.63	3,000.00	3,000.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
210 Botanical Supply	5,991.70	6,000.00	6,000.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Commodities	13,329.67	13,687.00	13,687.00	13,667.00	13,667.00	15,667.00	15,667.00	15,667.00	15,667.00	15,667.00	15,667.00
CONTRACTUAL SERVICES											
301 Postage	164.55	240.00	240.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00
302 Telephone	611.50	609.00	609.00	960.00	960.00	960.00	960.00	960.00	960.00	960.00	960.00
303 Prof Services-Other	140.00	100.00	100.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00
304 Utilities	3,341.53	2,600.00	3,850.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
305 Insurance and Bonds	6,200.00	5,500.00	5,473.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
308 Advertising											
309 Printing	849.15	762.00	762.00	805.00	805.00	805.00	805.00	805.00	805.00	805.00	805.00
310 Dues and Subscriptions	407.10	425.00	404.00	415.00	415.00	415.00	415.00	415.00	415.00	415.00	415.00
311 Travel Expense		1,035.00	1,185.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00	1,165.00
313 Training	384.00	869.00	843.00	869.00	869.00	869.00	869.00	869.00	869.00	869.00	869.00
314 Other Contract Services	870.41	1,000.00	1,000.00	4,480.00	7,960.00	7,960.00	7,960.00	7,960.00	7,960.00	7,960.00	7,960.00
320 Prof Services-Audit	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00
321 Prof Services-Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Contractual	13,318.24	13,490.00	14,816.00	18,859.00	22,339.00	22,339.00	22,339.00	22,339.00	22,339.00	22,339.00	22,339.00

GOLF FUND		FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected	FY12-13 Projected	FY13-14 Projected
<b>Maintenance</b>										
401	Buildings and Grounds	5,439.19	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
409	Repair & Maintenance	6,676.40	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
410	Vehicle Maintenance	8,490.69	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00
411	Radio	332.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
412	Other	4,053.28	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
	<b>Total Maintenance</b>	<b>24,741.56</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>18,000.00</b>	<b>18,000.00</b>

#### OTHER CHARGES

505	Other Charges	0.00	0.00	133.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Charges</b>										
<b>CAPITAL OUTLAY</b>										
618	Other Capital Outlay	1,756.00	12,000.00	12,311.00	4,500.00	0.00	0.00	0.00	0.00	0.00
	<b>Total Capital Outlay</b>	<b>1,756.00</b>	<b>12,000.00</b>	<b>12,311.00</b>	<b>4,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total Golf Maintenance</b>	<b>150,316.99</b>	<b>161,916.00</b>	<b>163,686.00</b>	<b>184,670.00</b>	<b>197,416.08</b>	<b>204,284.40</b>	<b>204,607.01</b>	<b>210,570.78</b>	<b>213,032.53</b>

ECONOMIC DEVELOPMENT FUND (14)		FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection	FY12-13 Projection	FY13-14 Projection
Budget Code & Classification										
14-01-0010	Total Brought Forward	384,000.00	20,997,726.06	21,004,869.00	147,464.60	22,444.69	33,681.19	30,067.69	27,814.69	24,071.69
14-04-8001	Other Revenue									
1007	Sales Tax - General Fund	96,000.00	675,320.08		150,000.00	200,000.00	675,000.00	675,000.00	675,000.00	675,000.00
1007	Sales Tax - Bond Fund									
1001	Real Estate Tax									
8010	Interest Income	111,679.29			500,000.00					
8060	Bond Proceeds	20,695,000.00	246,052.23	382,115.41	1,234,662.59	1,320,919.00	1,320,919.00	1,320,919.00	1,320,919.00	1,320,919.00
8062	CC Loan Payment									
Total Income		20,902,679.29	921,372.31	832,115.41	1,384,662.59	1,520,919.00	1,995,919.00	1,995,919.00	1,995,919.00	1,995,919.00
Total Available		21,286,679.29	21,919,098.37	21,886,984.41	1,532,127.19	1,543,363.69	2,029,860.19	2,025,986.69	2,023,733.69	2,019,980.69
Exp and Requirements		288,953.23	1,119,519.81	21,739,519.81	1,509,682.50	1,509,682.50	1,995,532.50	1,998,172.00	1,999,662.00	1,998,355.75
Balance Forward		20,997,726.06	20,799,578.56	147,464.60	22,444.69	33,681.19	30,067.69	27,814.69	24,071.69	21,554.94
14-51 Economic Development Fund										
200	Inter-Fund Transfers									
303	Professional Services	77,100.73		45,000.00						
501	Debt Service - Bond Principal									
502	Debt Service - Bond Interest									
503	Warrant/BAN Principal									
504	Warrant/BAN Interest									
510	County Treasurer Fees									
511	Land/Construction Pymnt									
514	Financial/Legal Fees									
TOTAL		288,953.23	1,119,519.81	21,739,519.81	1,509,682.50	1,509,682.50	1,998,172.00	1,999,662.00	1,998,355.75	

691

## OFF STREET PARKING FUND (15)

Budget Code & Classification	FY06-07 Actual	FY07-08 Adopted	FY07-08 Year-End Estimate	FY08-09 Requested	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection	FY12-13 Projection	FY13-14 Projection
15-01-0010 Total Brought Forward	1,087,467.86	49,220.00	49,220.00	120,693.50	37,748.50	32,053.50	30,139.74	27,038.48	23,812.22
15-04-8001 Other Revenue									
1007 Sales Tax - General Fund	350,000.00	750,000.00	750,000.00	650,000.00	650,000.00	650,000.00	650,000.00	650,000.00	650,000.00
1007 Sales Tax - Bond Fund									
1001 Real Estate Tax									
8010 Interest Income									
8060 Bond Proceeds									
8062 CC Lease Payment									
Total Income	357,044.88	750,000.00	750,000.00	650,000.00	650,000.00	650,000.00	650,000.00	650,000.00	650,000.00
Total Available	1,444,512.74	799,220.00	799,220.00	770,693.50	687,748.50	632,053.50	680,139.74	677,038.48	673,812.22
Exp and Requirements	1,395,292.43	760,232.50	678,526.50	732,945.00	655,695.00	651,913.76	653,101.26	653,226.26	652,865.00
Balance Forward	49,220.31	38,987.50	120,693.50	37,748.50	32,053.50	30,139.74	27,038.48	23,812.22	21,117.22

## 15-52 Economic Development Fund

200 Inter-Fund Transfers									
210 Botanical Supplies	8,149.00	2,000.00	2,000.00	2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	2,500.00
304 Utilities		8,000.00	7,400.00	8,000.00	8,000.00	8,500.00	8,500.00	8,500.00	8,500.00
401 Buildings and Grounds		1,000.00	1,194.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
408 Street Maintenance		2,000.00	2,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
410 Motor Vehicle Maintenance		500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
412 Other Maintenance		3,000.00	2,700.00	3,000.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
413 Maintenance		500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
501 Debt Service - Bond Principal	280,000.00	290,000.00	300,000.00	315,000.00	325,000.00	340,000.00	355,000.00	370,000.00	
502 Debt Service - Bond Interest	358,732.50	346,132.50	346,132.50	333,445.00	320,695.00	306,913.76	293,101.26	278,226.26	262,865.00
503 Warrant/BAN Principal									
504 Warrant/BAN Interest									
510 County Treasurer Fees									
511 Land/Construction Pymnt	748,410.93	107,100.00	26,100.00	81,000.00					
514 Financial/Legal Fees									
<b>TOTAL</b>	<b>1,395,292.43</b>	<b>760,232.50</b>	<b>678,526.50</b>	<b>732,945.00</b>	<b>655,695.00</b>	<b>651,913.76</b>	<b>653,101.26</b>	<b>653,226.26</b>	<b>652,865.00</b>

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
G.O. VARIOUS PURPOSE BONDS, SERIES 2008 & 2008A	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

**SYNOPSIS**

An ordinance has been prepared for the issuance of Highway allocation pledge fund bonds to retire the City's outstanding warrants of South Port West, 96<sup>th</sup> Street, and Cornhusker Road. Another ordinance has been prepared for the issuance of General Obligation Refunding Bonds to retire the outstanding warrants of South Port West that the City inherited from the annexation.

**FISCAL IMPACT**

Principal and interest payments are budgeted in the debt service fund beginning FY08/09.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Southport West infrastructure has been completed as well as the street improvements for 96<sup>th</sup> Street and Cornhusker Road. Warrants were used for short-term financing at a rate greater than 5%. With the projects completed the warrants will be paid off by the bond issue which is the long-term financing tool for the City.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF LA VISTA, NEBRASKA, SERIES 2008, IN THE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION OF CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council hereby find and determine: that the City requires the construction of certain streets and other appurtenant related improvements within the City; specifically including street construction improvements to 96<sup>th</sup> Street and Cornhusker Road and pursuant to certain contracts entered into by sanitary and improvement districts which have been annexed by the City (collectively, the "Street Improvements"); that contracts have been awarded for such construction and the City has issued warrants for temporary financing (the "Outstanding Warrants") on which the total amount due for principal and interest is not less than \$ \_\_\_\_\_; that, after application of funds available, the City needs to borrow funds in an amount not exceeding \$1,000,000 to pay off the Outstanding Warrants and provide permanent financing for the Street Improvements; and that it is necessary and advisable for the City to borrow a sum not to exceed \$1,000,000; that there are no bonds which the City has outstanding issued pursuant to Section 66-4,101, R.R.S. Neb. 2004 (or any predecessor statute thereto); that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge Bonds in an amount not to exceed \$1,000,000 pursuant to Section 66-4,101, R.R.S. Neb. 2004, do exist and have been done as required by law.

Section 2. To pay the costs of the improvements specified in Section 1 hereof, there shall be and there are hereby ordered issued the Highway Allocation Fund Pledge Bonds of the City of La Vista, Nebraska, Series 2008, in the principal amount of not to exceed One Million Dollars (\$1,000,000) (the "Bonds") with said Bonds bearing interest at the rates per annum and with principal payments to become due on November 15 of each year as follows:

<u>Principal Amount</u>	<u>Maturing November 15 of Year</u>	<u>Interest Rate</u>
\$30,000	2009	5.10%
35,000	2010	5.10%
35,000	2011	5.10%
35,000	2012	5.10%
40,000	2013	5.10%
40,000	2014	5.10%
40,000	2015	5.10%
45,000	2016	5.10%

45,000	2017	5.10%
45,000	2018	5.10%
50,000	2019	5.10%
50,000	2020	5.10%
55,000	2021	5.10%
55,000	2022	5.10%
60,000	2023	5.10%
60,000	2024	5.10%
65,000	2025	5.10%
70,000	2026	5.10%
70,000	2027	5.10%
75,000	2028	5.10%

*The terms set forth above are intended as preliminary directions relating to the sale and issuance of the Bonds. In connection with determining the final terms of sale for the Bonds under Section 8 of this Ordinance there shall be executed and delivered on behalf of the City a designation of final terms (the "Designation") subject to the following: (a) such Bonds may bear interest at any lower interest rate per annum for each maturity from that shown above, (b) the principal maturity amounts may be modified, and (c) serial maturities may be converted to term maturities with mandatory sinking fund redemptions, all as the City Administrator and/or Mayor may establish acting on behalf of the City and as may be agreed to by the Purchaser designated in Section 8 of this Ordinance, provided further that (x) in no event shall the aggregate stated principal amount of the Bonds exceed \$1,000,000 and (y) the annual debt service requirements in any fiscal year shall not exceed \$90,000. The Designation shall contain the following provision to govern any term maturities with mandatory sinking fund redemptions: "The Bonds maturing as term bonds on November 15, 20\_\_\_\_ and November 15, 20\_\_\_\_ (the "Term Bonds") shall be subject to call for redemption through application of mandatory sinking fund payments, said Bonds being callable by lot in the amount and on the dates as set out below at par plus accrued interest to the date of such call and in accordance with Section 6 of this Ordinance: [Insert table showing redemption dates and corresponding amounts to be redeemed]"*

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on May 15 and November 15 of each year beginning May 15, 2009 (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for

redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Treasurer of the City of La Vista, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Treasurer shall serve in such capacities under the terms of this Ordinance subject to replacement as may be determined by the Mayor and Council. The City Treasurer, as Paying Agent and Registrar, shall keep and maintain for the City books for the registration and transfer of the Bonds at said Treasurer's office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any

Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

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

Section 5. In addition to the mandatory sinking fund redemptions set forth in the Designation as provided for in Section 2 of this Ordinance, Bonds maturing on or after November 15, 2013 shall be subject to redemption, in whole or in part, prior to maturity at any time on or after September 19, 2013, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista,

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

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

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY

HIGHWAY ALLOCATION FUND PLEDGE BOND OF  
THE CITY OF LA VISTA, NEBRASKA  
SERIES 2008

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u> %	<u>Maturity Date</u> November 15,	<u>Date of Original Issue</u> September __, 2008	<u>CUSIP</u>
---------------------------	--------------------------------------	---	--------------

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on May 15 and November 15 of each year, commencing May 15, 2009 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of the Treasurer of the City of La Vista, as the Paying Agent and Registrar, in La Vista, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of One Million Dollars (\$1,000,000), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of paying the costs of constructing streets and other related and appurtenant improvements for said City, in strict compliance with Section 66-4,101, R.R.S. 2004. The issuance of said bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and City Council of said City (the "Ordinance").

Bonds of this issue maturing on or after November 15, 2013 are subject to redemption at the option of the City, in whole or in part, at any time on or after September 19, 2013, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. [In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$ _____	<u>Principal Amount Maturing</u> November 15, 20____	\$ _____	<u>Principal Amount Maturing</u> November 15, 20____
\$ _____	To Be Called November 15, 20____	\$ _____	To Be Called November 15, 20____
\$ _____	To Be Called November 15, 20____	\$ _____	To Be Called November 15, 20____
\$ _____	Payable November 15, 20____	\$ _____	Payable November 15, 20____]

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

This bond is transferable by the registered owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate

and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

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

For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City of La Vista, Nebraska, has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City of La Vista, Nebraska, at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this bond and the other bonds of the same issue as the same fall due.

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law.

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

IN WITNESS WHEREOF, the Mayor and City Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF LA VISTA, NEBRASKA

(facsimile signature)

Mayor

ATTEST:

(facsimile signature)  
City Clerk  
(SEAL)

Certificate of Authentication

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

TREASURER OF THE CITY OF LA VISTA  
LA VISTA, NEBRASKA  
as Paying Agent and Registrar

---

**(Form of Assignment)**

For value received hereby sells, assigns and transfers unto (Social Security or Taxpayer I.D. No. ) the within bond and hereby irrevocably constitutes and appoints , attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: \_\_\_\_\_

**Registered Owner(s)**

### Signature Guaranteed

By \_\_\_\_\_

**Authorized Officer(s)**

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

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

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

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

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

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

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

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

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such

Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

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

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

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

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

Mayor. Such Purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. If no other written agreement for the purchase of the Bonds is executed and delivered, this Ordinance and the Designation shall constitute the bond purchase agreement between the City and the Purchaser.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the purchaser of said Bonds.

Section 10. The proceeds of the Bonds shall be applied to the costs of construction of the improvements described in Section 1 hereof including the payment and redemption of the Outstanding Warrants. Any application of proceeds other than for payment of the Outstanding Warrants shall be made upon order of the Mayor and Council.

Section 11. For the prompt payment of the Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund, as described and referred to in Section 66-4,101, R.R.S. 2004. The pledge provided for in this Section 11 for the Bonds is an equal and ratable pledge, provided, however, that such pledge shall not prevent the City from applying receipts from said fund in any year so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Highway Allocation Fund, as pledged to the payment of the Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions).

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and

agrees to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 13. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 14. The Mayor and City Council hereby authorize the approval of a Preliminary Official Statement with respect to the Bonds and the information therein contained, and the Mayor, the City Administrator and City Treasurer or any one of them is authorized to approve such Preliminary Official Statement and to approve and deliver a final Official Statement for and on behalf of the City, and said final Official Statement shall be delivered in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

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

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

audited financial information shall be provided for the regular City funds, proprietary funds and pension trust funds in conformity with generally accepted accounting principles;

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

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

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

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

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

Section 16. The Bonds may be sold on the basis of bond insurance as may be determined at the time of execution and delivery of the Designation, with the premium for such insurance to be paid by the City as a part of the terms of the sale of the Bonds and the Mayor and City Administrator and City Treasurer (or any one or more of them) are hereby authorized to take any and all actions deemed necessary in connection with effecting such insurance and to execute any and all agreements, documents and certificates deemed necessary in connection therewith.

Section 17. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its adoption as provided by law.

ADOPTED THIS 19TH DAY OF AUGUST 2008.

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

(SEAL)

The undersigned City Clerk of the City of La Vista, Nebraska, does hereby certify that the above and foregoing is a true and correct extract from the minutes of the City Council of the City of La Vista for the meeting indicated therein; that the subjects shown as considered in said minutes were contained in the agenda for said meeting, which agenda, kept continually current, was available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least 24 hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances, resolutions or other reproducible materials discussed at the meeting was available at the meeting for examination and copying by members of the public; that the minutes of the City Council of the City of La Vista, Nebraska from which the annexed and foregoing transcript of proceedings has been extracted, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of the City Council of the City of La Vista were provided the advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

---

City Clerk

[SEAL]

NOTICE OF PUBLICATION  
OF ORDINANCE NO. \_\_\_\_\_  
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of La Vista, Nebraska, held on Tuesday, August 19, 2008, there was passed and adopted Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF LA VISTA, NEBRASKA, SERIES 2008, IN THE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION OF CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on \_\_\_\_\_, 2008. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of La Vista, Nebraska.

---

City Clerk

Publish: August 28, 2008

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008A, OF THE CITY OF LA VISTA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$3,550,000) TO REFUND CERTAIN OUTSTANDING DEBT OF THE CITY OF LA VISTA; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of La Vista, Nebraska (the "City") hereby find and determine that by prior action the Mayor and Council have annexed Sanitary and Improvement District No. 253 of Sarpy County, Nebraska, (the "District") and there is outstanding warrant indebtedness attributable to warrants issued by District for which the City became legally liable (the "Outstanding Warrants"); that to redeem the Outstanding Warrants it is necessary and advisable for the City to issue its refunding bonds in a principal amount not to exceed \$3,550,000 pursuant to Sections 10-142, 10-615 and 10-616, R.R.S. Neb. 1997, as amended; that all conditions, acts and things required to exist or to be done precedent to the issuance of refunding bonds of the City in the principal amount of \$3,550,000 pursuant to Section 10-142 and Sections 10-615 and 10-616, R.R.S. Neb. 1997, as amended, to refund the Outstanding SID Warrants do exist and have been done as required by law.

Section 2. To provide for the redemption of warrants as described in Section 1 hereof, there shall be and there are hereby ordered issued General Obligation Refunding Bonds, Series 2008A, of the City of La Vista, Nebraska, in the principal amount of not to exceed Three Million Five Hundred Fifty Thousand Dollars (\$3,550,000) (the "Bonds"), with said Bonds bearing interest at the rates per annum and to become due on November 15 of each year as indicated below:

<u>Principal Amount</u>	<u>Maturing November 15 of Year</u>	<u>Interest Rate</u>
\$110,000	2009	5.10%
115,000	2010	5.10%
125,000	2011	5.10%
130,000	2012	5.10%
135,000	2013	5.10%
140,000	2014	5.10%
145,000	2015	5.10%
155,000	2016	5.10%
160,000	2017	5.10%
170,000	2018	5.10%
175,000	2019	5.10%
185,000	2020	5.10%
190,000	2021	5.10%
200,000	2022	5.10%
210,000	2023	5.10%
220,000	2024	5.10%
230,000	2025	5.10%
240,000	2026	5.10%
250,000	2027	5.10%
265,000	2028	5.10%

*The terms set forth above are intended as preliminary directions relating to the sale and issuance of the Bonds. In connection with determining the final terms of sale for the Bonds under Section 8 of this Ordinance there shall be executed and delivered on behalf of the City a designation of final terms (the "Designation") subject to the following: (a) such Bonds may bear interest at any lower interest rate per annum for each maturity from that shown above, (b) the principal maturity amounts may be modified, and (c) serial maturities may be converted to term maturities with mandatory sinking fund redemptions, all as the City Administrator and/or Mayor may establish acting on behalf of the City and as may be agreed to by the Purchaser designated in Section 8 of this Ordinance, provided further that (x) in no event shall the aggregate stated principal amount of the Bonds exceed \$1,000,000 and (y) the annual debt service requirements in any fiscal year shall not exceed \$310,000. The Designation shall contain the following provision to govern any term maturities with mandatory sinking fund redemptions: "The Bonds maturing as term bonds on November 15, 20\_\_ and November 15, 20\_\_ (the "Term Bonds") shall be subject to call for redemption through application of mandatory sinking fund payments, said Bonds being callable by lot in the amount and on the dates as set out below at par plus accrued interest to the date of such call and in accordance with Section 6 of this Ordinance: [Insert table showing redemption dates and corresponding amounts to be redeemed]"*

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on May 15 and November 15 of each year beginning May 15, 2009 (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making1 payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or

principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The Treasurer of the City of La Vista, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds. Said Treasurer shall serve in such capacities under the terms of this Ordinance subject to replacement as may be determined by the Mayor and Council. The City Treasurer, as Paying Agent and Registrar, shall keep and maintain for the City books for the registration and transfer of the Bonds at said Treasurer's office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

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

Section 5. In addition to the mandatory sinking fund redemptions set forth in the Designation as provided for in Section 2 of this Ordinance, Bonds maturing on or after November 15, 2013 shall be subject to redemption, in whole or in part, prior to maturity at any time on or after September 19, 2013, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 6. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

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

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY

GENERAL OBLIGATION REFUNDING BOND OF  
THE CITY OF LA VISTA, NEBRASKA  
SERIES 2008A

No. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	November 15,	September __, 2008	

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on May 15 and November 15 of each year, commencing May 15, 2009 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of the Treasurer of the City of La Vista, as the Paying Agent and Registrar, in La Vista, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds of the total principal amount of Three Million Five Hundred Fifty Thousand Dollars (\$3,550,000), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of refunding outstanding warrant indebtedness attributable warrants issued by Sanitary and Improvement District No. 253 of Sarpy County, Nebraska, as annexed by the City and for which the City is liable, in compliance with and in pursuance of Section 10-142 and Sections 10-615 and 10-616, R.R.S. 1997, as amended. The issuance of said bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and City Council of said City (the "Ordinance").

Bonds of this issue maturing on or after November 15, 2013 are subject to redemption at the option of the City, in whole or in part, at any time on or after September 19, 2013, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. [In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$ <u>Principal Amount Maturing</u>	\$ <u>Principal Amount Maturing</u>
\$ <u>November 15, 20</u>	\$ <u>November 15, 20</u>
\$ _____ To Be Called November 15, 20____	\$ _____ To Be Called November 15, 20____

\$ \_\_\_\_\_ To Be Called November 15, 20\_\_\_\_ \$ \_\_\_\_\_ To Be Called November 15, 20\_\_\_\_  
\$ \_\_\_\_\_ Payable November 15, 20\_\_\_\_ \$ \_\_\_\_\_ Payable November 15, 20\_\_\_\_

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

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

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

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually taxes on all the taxable property within the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal of and interest on this bond and the other bonds of said issue as the same become due.

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

IN WITNESS WHEREOF, the Mayor and City Council of the City of La Vista, Nebraska, have caused this bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

THE CITY OF LA VISTA, NEBRASKA

ATTEST: \_\_\_\_\_ (facsimile signature)  
Mayor

(facsimile signature)  
City Clerk  
(SEAL)

Certificate of Authentication

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

TREASURER OF THE CITY OF LA  
VISTA  
LA VISTA, NEBRASKA  
as Paying Agent and Registrar

\_\_\_\_\_  
(Form of Assignment)

For \_\_\_\_\_ value \_\_\_\_\_ received  
and transfers unto \_\_\_\_\_ hereby sells, assigns  
(Social Security or Taxpayer I.D. No. \_\_\_\_\_) the within bond and hereby  
irrevocably constitutes \_\_\_\_\_ and \_\_\_\_\_ appoints  
\_\_\_\_\_, attorney, to transfer the  
same on the books of registration in the office of the within-mentioned Paying Agent and  
Registrar with full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Registered Owner(s)

Signature Guaranteed

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s)  
as written on the face of the within bond in every particular, without alteration, enlargement  
or any change whatsoever, and must be guaranteed by a commercial bank or a trust  
company or by a firm having membership on the New York, Midwest or other stock  
exchange.

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

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

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

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

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

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

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the ultimate Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying

Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

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

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

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section and the terms of the Paying Agent and Registrar's Agreement (if any).

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

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer,

who is authorized to deliver them to D.A. Davidson & Co., as the initial purchaser thereof, (the "Purchaser") upon receipt of \_\_\_\_\_ % (which percentage/amount may be modified in the Designation to include original issue discount and/or original issue premium if determined appropriate for any maturity in connection with the determination of final interest rates and maturity schedule under the terms of Section 2 of this Ordinance) of the principal amount of the Bonds plus accrued interest thereon to date of payment of the Bonds. The Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The final terms of the Bonds shall be set forth in a Designation of Final Maturity Schedule and Interest Rates (the "Designation") executed by or on behalf of the Purchaser and on behalf of the City by the Mayor. Such Purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. If no other written agreement for the purchase of the Bonds is executed and delivered, this Ordinance and the Designation shall constitute the bond purchase agreement between the City and the Purchaser.

Section 9. The City Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and City Council precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the purchaser of said Bonds.

Section 10. The proceeds of the Bonds shall be applied to the costs of construction of the improvements described in Section 1 hereof including the payment and redemption of the Outstanding Warrants. Any application of proceeds other than for payment of the Outstanding Warrants shall be made upon order of the Mayor and Council.

Section 11. The Mayor and Council shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest on and principal of the Bonds when and as such principal and interest become due (including payment of mandatory sinking fund redemptions as scheduled).

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said Bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to

be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 13. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 14. The Mayor and City Council hereby authorize the approval of a Preliminary Official Statement with respect to the Bonds and the information therein contained, and the Mayor, the City Administrator and City Treasurer or any one of them is authorized to approve such Preliminary Official Statement and to approve and deliver a final Official Statement for and on behalf of the City, and said final Official Statement shall

be delivered in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

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

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

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

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

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

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

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

Section 16. The Bonds may be sold on the basis of bond insurance as may be determined at the time of execution and delivery of the Designation, with the premium for such insurance to be paid by the City as a part of the terms of the sale of the Bonds and the Mayor and City Administrator and City Treasurer (or any one or more of them) are hereby authorized to take any and all actions deemed necessary in connection with effecting such insurance and to execute any and all agreements, documents and certificates deemed necessary in connection therewith.

Section 17. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its adoption as provided by law.

ADOPTED THIS 19<sup>TH</sup> DAY OF AUGUST 2008.

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

(SEAL)

The undersigned City Clerk of the City of La Vista, Nebraska, does hereby certify that the above and foregoing is a true and correct extract from the minutes of the City Council of the City of La Vista for the meeting indicated therein; that the subjects shown as considered in said minutes were contained in the agenda for said meeting, which agenda, kept continually current, was available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least 24 hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, publicly announced and posted during such meeting in the room in which such meeting was held; that at least one copy of all ordinances, resolutions or other reproducible materials discussed at the meeting was available at the meeting for examination and copying by members of the public; that the minutes of the City Council of the City of La Vista, Nebraska from which the annexed and foregoing transcript of proceedings has been extracted, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of the City Council of the City of La Vista were provided the advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

---

City Clerk

[SEAL]

NOTICE OF PUBLICATION  
OF ORDINANCE NO. \_\_\_\_\_  
IN PAMPHLET FORM

Public Notice is hereby given that at a meeting of the Mayor and City Council of the City of La Vista, Nebraska, held on Tuesday, August 19, 2008, there was passed and adopted Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF LA VISTA, NEBRASKA, SERIES 2008, IN THE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION OF CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Said Ordinance was published in pamphlet form on \_\_\_\_\_, 2008. Copies of said Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the City Clerk, in the City of La Vista, Nebraska.

---

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

Publish: August 28, 2008

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT — INDOOR RECREATIONAL FACILITY LOT 6, PAPIO VALLEY 1 BUS. PARK	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for an indoor recreational facility on Lot 6, Papio Valley 1 Business Park, generally located west of 120<sup>th</sup> on Cary Circle.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Omaha Metro Gymnastics and Eric Lilla, on behalf of the property owner, Elite Builders, Inc. or Brian Torczon, to approve a conditional use permit for an indoor recreational facility (gymnastics and related uses) at 12305 Cary Circle, on Lot 6, Papio Valley 1 Business Park, generally located west of 120<sup>th</sup> Street on Cary Circle. The property is zoned I-2 Heavy Industrial and includes an existing building with seven bays. The proposal is to allow for indoor recreation, specifically gymnastics for ages 9 month to 18 years; birthday parties; and a pro shop. The proposed use would occupy 9,000 sq. ft. of a 37,500 sq. ft. building.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on July 17, 2008 and recommended approval of the conditional use permit to City Council subject to the resolution of items identified by the city engineer and staff.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR OMAHA METRO GYMNASTICS TO OPERATE AN INDOOR RECREATIONAL FACILITY (GYMNASTICS) ON LOT 6, PAPIO VALLEY 1 BUSINESS PARK.

WHEREAS, Omaha Metro Gymnastics, on behalf of Elite Builders, Inc., has applied for a conditional use permit for the purpose of operating an indoor recreational facility (gymnastics and related uses) on Lot 6, Papio Valley 1 Business Park, located at 12305 Cary Circle; and

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

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

1. Off-street parking shall be provided for the use and the number of parking spaces shall be adequate to accommodate the patrons and guests of the use without negatively impacting or limiting the number of parking spaces for other existing or future tenants.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Omaha Metro Gymnastics to operate an indoor recreational facility (gymnastics and related uses) on Lot 6, Papio Valley 1 Business Park, subject to the condition listed in the last recital above.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF AUGUST 2008.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

---

CASE NUMBER: 4C

FOR HEARING OF: July 17, 2008  
Report Prepared on July 8, 2008

**I. GENERAL INFORMATION**

- A. **APPLICANT:** Omaha Metro Gymnastics, Eric Lilla
- B. **PROPERTY OWNER:** Elite Builders, Inc., Brian Torczon.
- C. **LOCATION:** 12305 Cary Circle
- D. **LEGAL DESCRIPTION:** Papio Valley 1 Business Park, Lot 6
- E. **REQUESTED ACTION(S):** Open a business for Omaha Metro Gymnastics, which would provide for an indoor recreational facility as conditionally permitted I-2 Zone District in the City of La Vista Zoning Ordinance.
- F. **EXISTING ZONING AND LAND USE:**  
I-2 Heavy Industrial, Gateway Corridor Overlay District, and Floodplain Overlay District; the property contains one existing building which houses seven bays of miscellaneous industrial uses and a newly constructed building of equivalent size.
- G. **PROPOSED USES:** The Conditional Use Permit would allow for indoor recreation, specifically gymnastics for ages 9 months to 18 years; birthday parties; and a pro shop in a 9,000 sq ft unit within a 37,500 sq ft building.
- H. **SIZE OF SITE:** 4.5 acres

**II. BACKGROUND INFORMATION**

- A. **EXISTING CONDITION OF SITE:** The property contains two buildings which have tenant bays for industrial flex space. The newly constructed building has not passed its final inspection so it does not have a certificate of occupancy yet. A substantial portion of the property (approximately the southern half of the lot) is within the 100-year floodplain.
- B. **GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  1. **North:** Papio Valley 1 Business Park; I-2 Light Industrial
  2. **East:** Papio Valley 1 Business Park; I-2 Light Industrial

3. **South:** Sarpy County Industrial Park; I-1 Heavy Industrial
4. **West:** Papio Valley 1 Business Park; I-2 Heavy Industrial

**C. RELEVANT CASE HISTORY:** None

**III. ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.
- B. OTHER PLANS:** Building plans are currently under review for the second building, in which the proposed indoor recreation facility is proposed.
- C. TRAFFIC AND ACCESS:**
  1. Access would be from an existing drive providing egress / ingress to Cary Circle. Two access points currently exist on the property. The plans need to be updated to show the access on the eastside of the property.
  2. Pedestrian access is provided by a perimeter sidewalk.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:**
  1. Parking requirements would follow the minimum needed for a recreational facility. Sixteen spaces exist on-site now, which are shared by seven different tenants (20 existing spaces are shown on the plan, and this needs to be corrected).
  2. Around 45 new spaces are planned for the new building under construction. These spaces will be shared by various tenants. *Note: the proposed minimum parking requirement for a recreation facility is one space per four occupants.*
- F. LANDSCAPING:** Plans show neither perimeter landscaping (trees or shrubs), nor parking lot interior landscaping. Existing landscaping is complete on site, so the plans should show the locations and species of trees, shrubs and other plantings.

**IV. REVIEW COMMENTS:**

1. Parking needs to be adequate for all tenants on the premises. The proposed parking area in the rear of the building is currently graveled, which would not be adequate for the city's parking standards. Any approved parking areas would need to be paved and striped.
2. 480 sq. feet of interior parking lot landscaping is required. This can be in the form of islands or "bump outs" into the parking lot from the perimeter

landscaping or from landscaping around the building. Landscaping requirements apply to the property owner to obtain a Certificate of Occupancy.

3. The plans do not delineate the 9,000 sq. feet of space Omaha Gymnastics will be leasing. Plans need to be revised to show this. An as-built plan should also be used, instead of the old grading plans.

**V. STAFF RECOMMENDATION:**

Approval of the Conditional Use Permit for Omaha Metro Gymnastics with the following conditions:

1. Adequate parking shall be provided for the use without negatively impacting the parking required for future or existing tenants on the premises.

**VI. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Draft CUP
3. Applicant's written proposal
4. Grading Plan, Site Utility Plan, and Site Paving Plan
5. City Engineer's Report

**VII. COPIES OF REPORT TO:**

1. Eric Lilla, Applicant
2. Brian Torczon, Owner
3. Larry Jobeun, Primary Contact
4. Doug Dreesen, TD2
5. Public Upon Request



Prepared by:

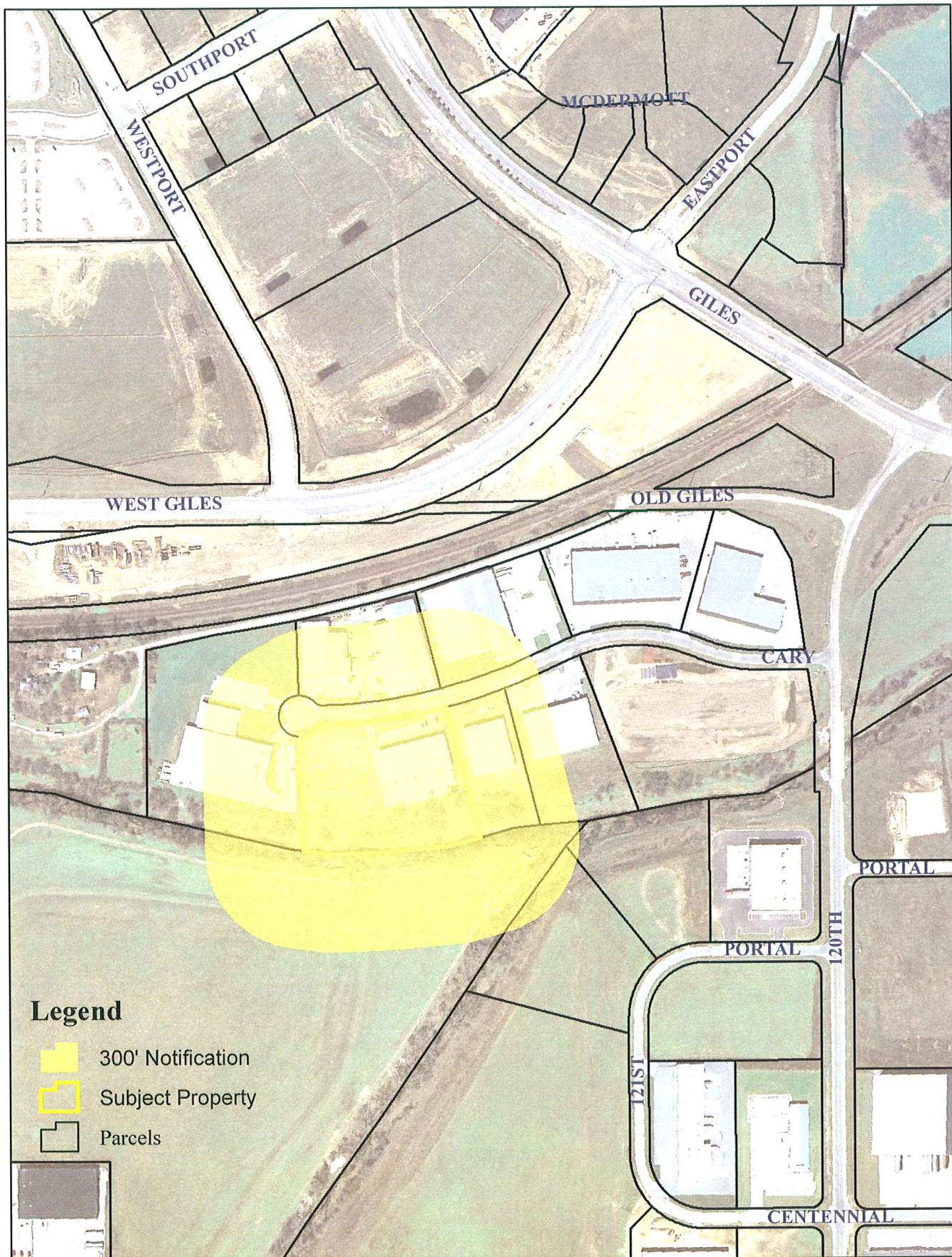


Community Development Director

8-14-08

Date

# Vicinity Map



0 250 500  
Feet

**City of La Vista  
Conditional Use Permit**

**Conditional Use Permit for Indoor Recreational Facility (Omaha Metro Gymnastics)**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Elite Builders, Inc. ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an indoor recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 6, Papio Valley 1 Business Park located in the NE ¼ Section 19, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, located at 12305 Cary Circle (9,000 sq. ft. of the building).

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a indoor recreational facility; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "A" hereto for an indoor recreational facility, said use hereinafter being referred to as "Permitted Use or Use".

**Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as "Exhibit B".
  - b. Hours of operation for said indoor recreational facility will generally be from 10 a.m. – 12 p.m. on Tuesdays, Wednesdays and Thursdays; Monday through Friday from 4 p.m. – 8 p.m.; and Saturdays from 8 a.m. – 5 p.m.
  - c. There will be approximately \_\_\_\_\_ employees for the Permitted Use.
  - d. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor rec. facility, except trash receptacles and those approved in writing by the City.
  - e. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height.
  - f. There shall not be any on-street parking permitted on Cary Circle.

- g. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be adequate to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants.
- h. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained by the property owner.
- i. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- j. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- k. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

5. If the permitted use is not commenced within one (1) year from \_\_\_\_\_, 2008, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises

as necessary or appropriate to carry out any other provision of this permit.

7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

<b>Contact Name and Address:</b>	Eric Lilla Omaha Metro Gymnastics 13820 P Street Omaha, NE 68128 (402) 505-7600	Brian Torczon Elite Builders, Inc. 8007 S. 103 <sup>rd</sup> Street La Vista, NE 68128 (402) 306-0834
----------------------------------	---	---

### **Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

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

Attest:

---

Pamela A. Buethe  
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Omaha Metro Stars Gymnastics**

It is the mission of OMSG to touch the lives of children of all ages and abilities, helping them to gain self-esteem and physical well-being through participation in the sport of gymnastics. According to the President's Council on Physical Fitness and Sports more than 13 percent of children between the ages of 2 and 5 are overweight. This figure rises to 19 percent for children ages 6 to 11. This lack of physical fitness can lead to a lifetime of health problems including diabetes, heart disease, and high cholesterol. In order to maintain the physical well-being of our young children, the National Association of Sports and Physical Education recommends infants, toddlers, and pre-schoolers should engage in at least 60 minutes of physical activity daily. Gymnastics is an excellent source of physical activity because it incorporates all areas of the body and also promotes the cognitive growth of a child. It is the goal of Omaha Metro Stars Gymnastics to improve the physical well-being of young children through the sport of gymnastics.

Omaha Metro Stars Gymnastics offers quality gymnastics instruction to children ages 9 months through 18 years of age. Through lesson plans created to meet the specific needs of young children, we intend to foster their physical, emotional, and social growth through gymnastics. All lesson plans are designed by a licensed occupational therapist and focus on developmental progression proven to encourage success in motor development.

Omaha Metro Stars strives to provide a safe and exciting environment to introduce children to the world of gymnastics. Research demonstrates that children learn best through exploration. Through our specially designed classes, young children have the opportunity to explore their bodies and the environment around them. Our focus is on the development of basic motor skills, balance, coordination, confidence, and social interaction. Each of our recreational classes targets a specific age group enabling lesson plans to cater to the developmental level of the children. In the descriptions that follow, the goals and target audience of each class is outlined.

### **1. Little Dippers**

Little Dippers classes are for boys and girls who have met the developmental milestone of walking up to 3 years. Children will learn basic positions, simple tumbling skills, and explore gymnastics equipment. An adult is required to attend with each child. The ratio of this class is 7:1.

### **2. Big Dippers**

Big Dippers classes are for boys and girls ages 2.5 through 4 years. Children will learn basic positions, tumbling skills, and motor coordination. Children are encouraged to attend this class independently. The ratio for this class is 5:1.

**3. Shooting Stars**

Shooting Stars classes are for boys and girls ages 4 and 5 years. Children will learn basic positions, more advanced tumbling skills, and motor coordination. Children will attend this class independently. The ratio of this class is 6:1.

**4. Super Novas**

Super Nova classes are for boys ages 5 through 7 years. Children will learn basic positions, gymnastics skills on each apparatus specific to men's gymnastics, and motor coordination. Children will attend this class independently. The ratio of this class is 6:1.

**5. Shining Stars**

Shining Stars classes are for girls ages 5 through 7 years. Children will learn basic positions, gymnastics skills on each apparatus specific to women's gymnastics, and motor coordination. Children will attend this class independently. The ratio of this class is 6:1.

**6. Beginner, Intermediate, and Advanced Classes**

Beginner, Intermediate and Advanced Classes are offered for girls and boys ages 7 and up. Classes are determined by gender and ability level. Specific skills must be mastered in order to move from Beginner to Intermediate and from Intermediate to Advanced. Movement is based up periodic testing of skills. The ratio of each class will be 7:1.

**7. Tumbling Specific**

Tumbling classes are offered for girls and boys ages 6 and up. Children are placed into classes by age with one class offered for children ages 6 – 9 years and 9 years and older. Classes focus specifically on tumbling skills and utilize the floor exercise apparatuses exclusively. The ration of each class will be 7:1.

---

**8. Non Competitive Cheer**

Non-competitive cheer classes are offered for children ages 6 and up. This class focuses on cheerleading fundamentals including tumbling, basic cheers, jumps, and dance. This class does not perform in the community or at competitions but is designed to offer children an introduction to the sport of cheerleading.

**9. Special Stars**

Special Stars classes are for boys and girls ages 3 through 12 years who present with differing abilities. Children are given the opportunity to explore their bodies and the environment despite physical or mental challenges. This class is taught by an occupational therapist trained in physical and cognitive disabilities.

Children are placed in classes by age. As the child gains gymnastics experience and becomes familiar with the curriculum they progress through the program. It is essential to continually address the child's needs based not only on age, but also on the child's ability. It is up to the discretion of the instructors if a child is to progress based upon ability rather than age. It is important to continue to challenge every child in order to retain their interest in the program. Classes maintain low ratios to provide individualized instruction.

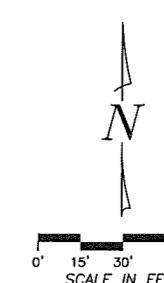
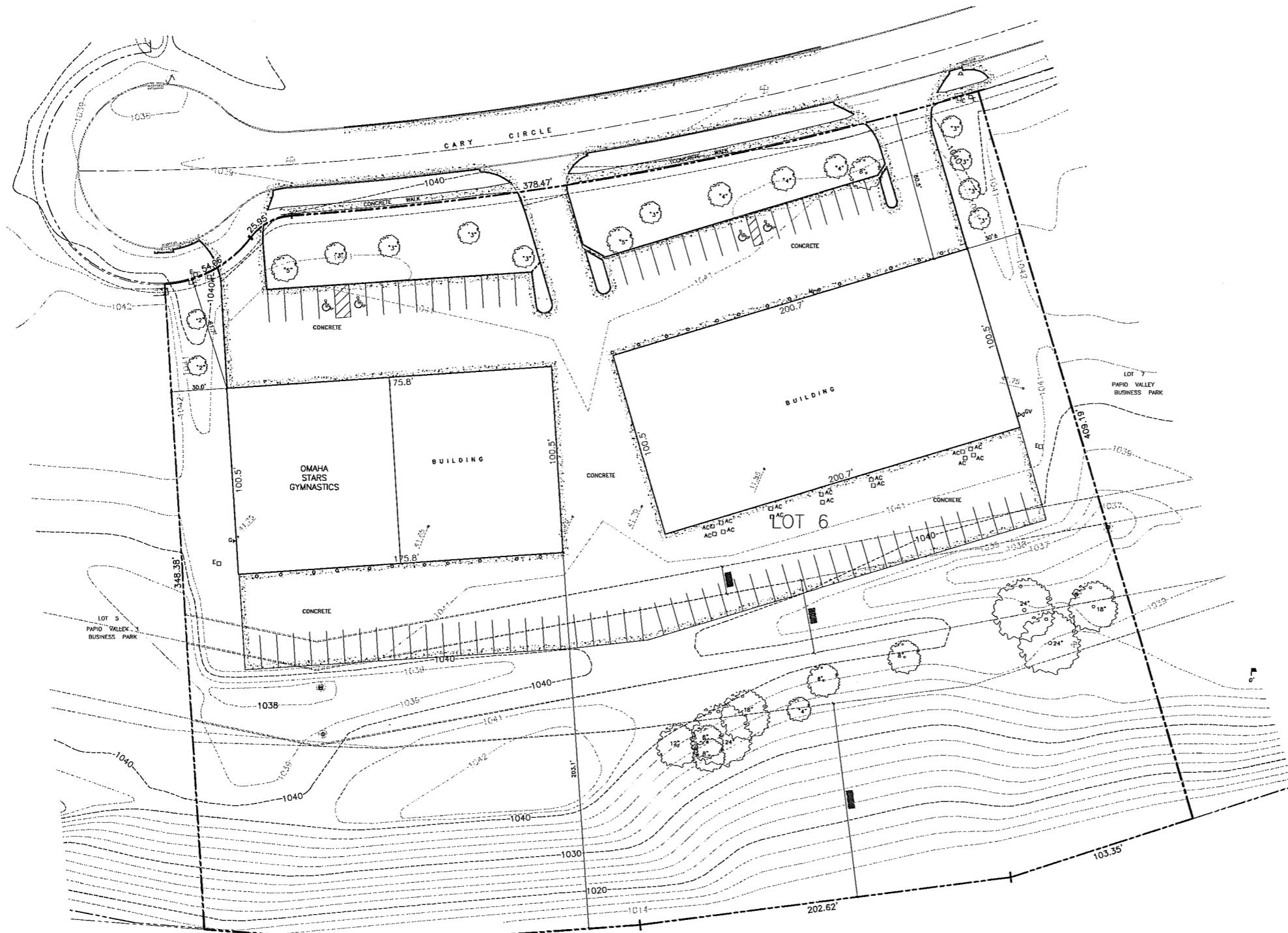
In addition to the aforementioned classes, other products and services that are offered include birthday parties and the OMSG pro-shop. Birthday parties provide an exciting party experience for up to 18 children. Parties at OMSG are a unique experience due to our structure and attention to detail. Parties include one hour of gymnastics instruction during which children learn over 20 simple gymnastics skills. Following the instruction children engage in parachute games and then utilize their new skills in an obstacle course. Families also have 30 minutes for refreshments and opening presents in our party room. Birthday parties include exclusive use of our facility, qualified instructors, all paper products, personalized invitations, and a parachute decorated by party guests.

The pro-shop is a designated area used to offer products related to gymnastics, including apparel and small gifts. Examples include leotards, t-shirts, shorts, items with OMSG logos, gymnastics accessories, and gymnastics equipment for home use. Students will find all necessary items for participation as well as items to display their pride in the sports of gymnastics and cheerleading.

OMSG's hours of operation are from 10 am – 12 pm on Tuesdays, Wednesdays, and Thursdays, where we teach several pre-school gymnastics classes. We are open Monday through Friday from 4 pm – 8 pm where we teach the majority of our school-age students. We also offer classes on Saturdays between 8 am and 12 pm, and our birthday parties take place on Saturdays between 1 pm and 5 pm.

# OMAHA STARS GYMNASTICS

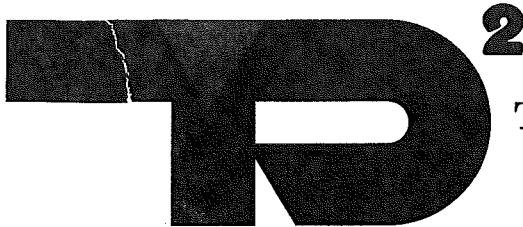
## CONDITIONAL USE PERMIT



1402-108  
SCALE IN FEET

2 THOMPSON, DREESSEN & DORNER, INC.		LOT 6, PAPIO VALLEY	
Consulting Engineers & Land Surveyors		CONDITIONAL USE PERMIT	
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154		SITE PLAN	
PHONE: 402.330.8860 FAX: 402.330.8860 EMAIL: TDMAIL@TD2CO.COM		WEBSITE: WWW.TD2CO.COM	
1402108Site_REVISED 07-16-08.DWG		SHEET 1 OF 1	
Scale:	AS SHOWN	Date:	JUL 16, 2008
Drawn by:	IBB	Checked by:	OSD
Revised by:		Approved by:	





**THOMPSON, DREESSEN & DORNER, INC.**  
**Consulting Engineers & Land Surveyors**

June 17, 2008

Mr. Marcus Baker  
City Planner  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

ROBERT E. DREESSEN, P.E.  
NELSON J. HYMANS, P.E.  
JAMES D. WARNER, L.S.  
CHARLES E. RIGGS, P.E.  
KA "KIP" P. SQUIRE III, P.E., S.E.  
JOHN M. KOTTMANN, P.E.  
ARTHUR D. BECCARD, P.E.  
DOUGLAS S. DREESSEN, P.E.  
DEAN A. JAEGER, P.E.  
RICHARD M. BROYLES, L.S.  
DAVID H. NEEF, L.S.  
RONALD M. KOENIG, L.S.  
CHRIS E. DORNER, L.S.

TIMOTHY T. PAPSTEIN, P.E.  
MICHAEL J. SMITH, L.S.  
TROY J. NISSEN, P.E., S.E.  
DOUGLAS E. KELLNER, P.E.  
GARY A. NORTON, P.E.  
BRIAN L. LODES, P.E.  
KURTIS L. ROHN, P.E.  
JEFFREY L. THOMPSON, P.E.  
DAREN A. KONDA, P.E.  
MICHAEL T. CANIGLIA, L.S.  
JEREMY T. STEENHOEK, P.E.  
JOSHUA J. STORM, P.E.

RE: Rezoning & Conditional Use Permit Reviews 2008  
Lot 6, Papio Valley I Business Park-12305 Cary Circle  
Proposed Conditional Use Permit for Omaha Metro Gymnastics  
TD<sup>2</sup> File No. 171-357.3

Marcus:

I have reviewed the application and supporting information that were received in this office on June 6, 2008 for a proposed conditional use permit for indoor recreation at the above-referenced location. The application indicates that the permit would apply to 9,000 square feet of the existing 37,500 square feet of space available at this location. I am of the opinion that the application is not consistent with Articles 6.05.02, 6.05.03, and 6.05.04 of Section 6.05 of the La Vista Zoning Regulations. The primary reason for this opinion is the amount of parking that would be needed by this use as compared to the amount of parking available. The application indicates a total of 31 parking spaces on the site for the 37,500 square feet of building. The proposed use could occupy all those parking spaces allowing for staff and parents of one group of students (or birthday party guests) while another group arrives and waits for their turn. This would leave no spaces for the rest of the building tenants to utilize.

I do not recommend approval of this use permit.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

cc: File

## Marcus Baker

---

**From:** John Kottmann [jkottmann@td2co.com]  
**Sent:** Wednesday, July 16, 2008 5:23 PM  
**To:** Marcus Baker  
**Subject:** RE: Workshare Professional Review: ParkingAnalysis.doc (Version 1)

Marcus

I do find some comfort in this revised operating statement. The prior information I had showed students up to 18 years (thus driving themselves) and spoke of birthday party events which indicated to me that most parents would be staying to observe and partake in the festivities. The application makes note of using the code minimum of 1 stall per 4 occupants. However, the number of occupants is determined by building and/or fire code issues and not the applicant's intentions so I don't believe that number relates to this situation which is not really a place of public assembly operation. The most critical period in my view of the information is the Saturday morning period with two classes containing 32 students and 4 instructors and the applicant's statement that about 20% of the parents stay to observe. This would indicate 11 stalls needed. We must consider the remaining portion of the building (ignoring the separate building to the east for the moment) and that permitted uses can take place there which may or may not operate on Saturdays. One such use that would have Saturday traffic is something like a tile store, of which there are several in the nearby industrial lots. There are 14 stalls in front of this building which would leave 3 stalls for the remaining 8,000 square feet in this building. If we apply the proposed new code number of 1 stall per 3,000 square feet of flex-space, then this need would meet the code for the remaining bay. Some additional parking could be accommodated by the instructors and/or business owners parking the rear of the building.

So, based upon the revised information excluding birthday parties and classes of an age group old enough to drive, I am of the opinion that 11 stalls is adequate based on the applicant's claim of only 20% of parents staying to watch during the elementary age classes. The operating characteristics in this revised statement should be made part of the CUP.

John Kottmann

---

**From:** Marcus Baker [mailto:[mbaker@ci.La-Vista.ne.us](mailto:mbaker@ci.La-Vista.ne.us)]  
**Sent:** Wednesday, July 16, 2008 9:14 AM  
**To:** Ann Birch; John Kottmann; Jeff Slinett  
**Subject:** FW: Workshare Professional Review: ParkingAnalysis.doc (Version 1)

Please take a look at Omaha Metro Gymnastics defense of parking spaces.

John, what parking standard are we currently using for a minimum on indoor recreation? We do not have a category for indoor recreational facilities in our current code; however, the proposed standard is one space per four occupants that the facility would accommodate.

Are we comfortable with their analysis?

J. Marcus Baker, AICP  
Planner, City of La Vista  
Department of Community Development  
8116 Park View Blvd  
La Vista, NE 68128  
(402) 331-4343

---

**From:** Larry Jobeun [mailto:[Larry@fdjlaw.com](mailto:Larry@fdjlaw.com)]  
**Sent:** Tuesday, July 15, 2008 4:10 PM  
**To:** Marcus Baker

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT — ANIMAL SPECIALTY SERVICES LOT 12A, I-80 INDUSTRIAL PARK 2	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for animal specialty services on Lot 12A, I-80 Industrial Park 2, generally located west of 132<sup>nd</sup> Street on Portal Drive.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by Pete & Barney's World, LLC., and Nicholle Stahl-Deisdorff, on behalf of the property owner, Castelar Plaza, LLC. or Ben Duffy, to approve a conditional use permit for animal specialty services (Dogtopia) at 13239 Portal Drive, on Lot 12A, I-80 Industrial Park 2, generally located west of 132<sup>nd</sup> Street on Portal Drive. The property is zoned I-1 Light Industrial and includes an existing building with nine bays. The proposal is to allow for a business called Dogtopia which includes daycare, boarding, spa and grooming for pets (specifically dogs). The proposed use would occupy 7,500 sq. ft. of a 33,750 sq. ft. building.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on July 17, 2008 and recommended approval of the conditional use permit to City Council subject to the resolution of items identified by the city engineer and staff.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PETE & BARNEY'S WORLD, LLC, TO OPERATE ANIMAL SPECIALTY SERVICES (DOGTOPIA) ON LOT 12A, I-80 INDUSTRIAL PARK 2.

WHEREAS, Pete & Barney's World, LLC, on behalf of Castelar Plaza, LLC, has applied for a conditional use permit for the purpose of operating animal specialty services (Dogtopia) on Lot 12A, I-80 Industrial Park 2, located at 13239 Portal Drive; and

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

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

1. The applicant shall demonstrate that the business can provide the necessary number of parking spaces without negatively impacting the parking required for future tenants on this lot.
2. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Pete & Barney's World, LLC, to operate animal specialty services (Dogtopia) on Lot 12A, I-80 Industrial Park 2, subject to the conditions listed in the last recital above.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF AUGUST 2008.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

---

CASE NUMBER: 4B

FOR HEARING OF: July 17, 2008  
Report Prepared on July 8, 2008

**I. GENERAL INFORMATION**

- A. APPLICANT:** Pete & Barney's World, LLC., Nicholle Stahl-Deisdorff
- B. PROPERTY OWNER:** Castelar Plaza, LLC., Ben Duffy
- C. LOCATION:** 13239 Portal Drive
- D. LEGAL DESCRIPTION:** Lot 12A, I-80 Industrial Park 2
- E. REQUESTED ACTION(S):** Open a business called Dogtopia, which would provide Animal Specialty Services as defined and conditionally permitted in the City of La Vista Zoning Ordinance.
- F. EXISTING ZONING AND LAND USE:**  
I-1 Light Industrial; the property contains one building which houses bays for industrial flex space.
- G. PURPOSE OF REQUEST:** Conditional Use Permit to establish a business principally used for daycare, boarding, spa, and grooming for pets (specifically dogs) within the flex space units in the middle of the building. The proposed use needs approximately 7,500 sq. ft. of space.
- H. SIZE OF SITE:** 3 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** The property contains one building for industrial flex space. A fenced area encloses the property behind the building for outdoor storage.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  1. **North:** I-80 Industrial Park 2; I-1 Light Industrial
  2. **East:** I-80 Industrial Park 2; I-1 Light Industrial
  3. **South:** I-80 Industrial Park 2; I-1 Light Industrial
  4. **West:** I-80 Industrial Park 2; I-1 Light Industrial
- C. RELEVANT CASE HISTORY:** None

### **III. ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.
- B. OTHER PLANS:** None
- C. TRAFFIC AND ACCESS:**
  - 1. Access would be from two existing drives providing egress / ingress to Portal Drive.
- D. UTILITIES:** All utilities are available to the site.
- E. PARKING REQUIREMENTS:** Parking requirements would follow the minimum needed for a daycare. 65 parking spaces exist on site now, which are shared by nine tenant bays. Divided equally, each unit would be allotted about 7 parking spaces. Dogtopia is leasing two units. Dogtopia could potentially need 15-25 spaces depending on the number of employees and number of dogs cared for at one time. *Note: the proposed minimum requirement for Animal Specialty Services is one space per 300 sq. ft. of gross floor area, which would require 25 spaces in this case.*

### **IV. REVIEW COMMENTS:**

- 1. Odors would be mitigated by a HVAC system venting to the roof. The proposed system would have high grade HEPA filters and air exchange systems. With this setup, odors should be minimal and cause no significant impact to other tenants.
- 2. Noise would be mitigated by proposed insulation (Acoustiblok®) in walls and flooring (Tuflex®). According to their website, each layer of 16 oz. Acoustiblok® typically reduces sound transmission 10-20 decibels (depending on the frequencies), when compared to standard wall construction. With this setup, indoor noise should be minimal and cause no significant impact to other tenants. Outdoor noise may not be as easy to mitigate, although the outside play area is at the back of the building. The building would buffer the neighbors from most of the noise.
- 3. Waste disposal will be handled in a fully enclosed dumpster with all wastes double bagged. Indoor solid animal waste would be picked up and then mopped up by staff, not hosed off into the drainage system. Staff would clean up all parking lot and common area waste as well. A cleaning schedule has been submitted for review.
- 4. Parking needs to be adequate for all tenants in the building.

### **V. STAFF RECOMMENDATION:**

Approval of the Conditional Use Permit to allow Animal Specialty Services at the proposed site in the I-1 zoning district with the following conditions:

1. The applicant shall demonstrate that the business can provide the necessary number of parking spaces without negatively impacting the parking required for future or existing tenants on this lot.
2. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.

**VI. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Dogtopia Portfolio and Business Plan
3. Draft CUP

**VII. COPIES OF REPORT TO:**

1. Nicholle Stahl-Reisdoff, Applicant
2. Ben Duffy, Property Owner
3. Public Upon Request



Prepared by:

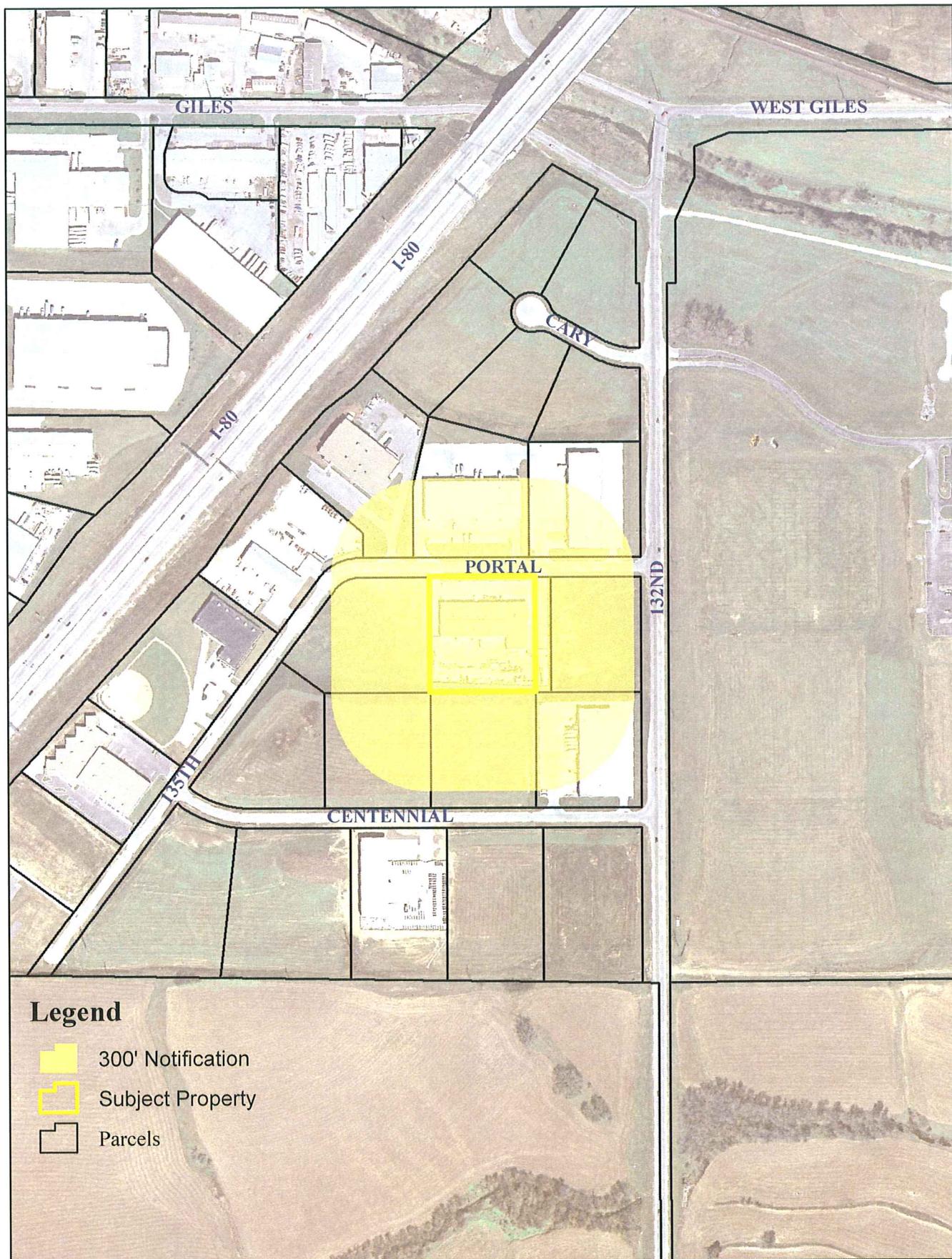


8-14-08

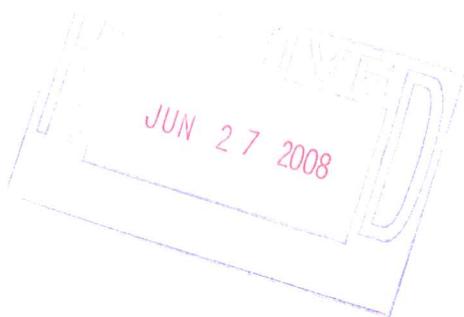
Community Development Director

Date

# Vicinity Map



0 250 500  
Feet



Contact: Nicholle Stahl-Reisdorff  
Phone - 402/670-9367  
Fax 402/331-6717 – Email: [nicholle@dogdaycare.com](mailto:nicholle@dogdaycare.com)  
Website: [www.dogdaycare.com](http://www.dogdaycare.com)

## TABLE OF CONTENTS

### **Operations Summary**

- Type of Business
- Legal Structure and Ownership
- Management Overview
- The Proposed Site: 13239 Portal Drive, La Vista, NE 68138

### **Company Background**

- Mission Statement
- Market Background
- DOGTOPIA Marketing Assistance
- Business History & Growth
- Company Location & Facilities

### **Organization**

- Team Members
- Organizational Structure

### **Market Analysis**

- Summary
- Trends in Animal Care Services
- The Local Market

### **Products/Services**

- Evaluations
- Daycare
- Boarding
- Spa
- Grooming
- Retail

### **Business Analysis**

- Noise
- Odors
- Waste Disposal
- Parking

### **DOGTOPIA**

- A Photo Portfolio

### **Appendix A: Overall Site Plan at 13239 Portal Drive, La Vista, NE 68138**

### **Appendix B: Sample Site Layout**

### **Appendix C: Required Cleaning Schedule Performed By All DOGTOPIA Franchises**

## OPERATIONS SUMMARY

### Type of Business

Pete and Barney's World, LLC is proposing a 5,000<sup>1</sup> square foot dog daycare facility, called DOGTOPIA, located within an existing light industrial zone (I-1) at 13239 Portal Drive, La Vista, Nebraska 68138. The site consists of 5,000 square feet within a 30,000 square foot building. The entire building is occupied with the exception of the proposed space. The building is owned by Castelar Plaza, LLC and the landlord owns and operates an on-site construction company.

DOGTOPIA, a franchised business, is a modern dog daycare center that allows dogs to play and interact with other dogs in a fun, non-caged, supervised environment. In addition to daycare, other services offered include dog training, boarding, grooming, and a self-service dog wash. DOGTOPIA also offers a small retail boutique which offers dog-related products, such as leashes, collars, and toys for retail sale. DOGTOPIA businesses typically require between 5,000 to 8,000 square feet of space and are usually located in an urban or suburban area near a main thoroughfare that is easily accessible to commuters.

The franchisor for DOGTOPIA is HAPPY TO BE HERE, INC. Established in Virginia on August 3, 2004, their principal business address is 4920 Wyaconda Road, North Bethesda, Maryland 20852. HAPPY TO BE HERE, INC. conducts business under the corporate name and trade name DOGTOPIA. They have offered franchises since September 2004, formerly under the trade name HAPPY TAILS DOG SPA.

### Legal Structure & Ownership

DOGTOPIA of La Vista will be independently owned and operated under Pete and Barney's World, LLC. Its articles of organization were completed with the State of Nebraska. The company has a sole proprietor, Nicholle Stahl-Reisdorff.

### Management Overview

Nicholle Stahl-Reisdorff will serve as operations manager. An assistant manager will be determined based on business experience and credentials. Four to six employees (part-time and full-time) will be added as needed to work in the front lobby area and the playrooms.

---

<sup>1</sup> The landlord at 13239 Portal Drive may have an additional 850 square feet available to lease. At the time of this report, the additional space continued to be negotiated.

The Proposed Site: 13239 Portal Drive, La Vista, NE 68138

Appendix A shows an illustration of the overall site plan.

This photo shows a front view of the Castelar Plaza, LLC building. The glass atrium faces East. The photo was taken at the entrance of Portal Drive. This building is the first building passers-by see on their left when turning West onto Portal Drive from 132<sup>nd</sup> Street. The proposed DOGTOPIA site would occupy approximately 5,000 square foot space that is located within suites B103 and B104. The entrances to both suites are visible in the photo below: The entrance to suite B103 is located between the truck and red car. The entrance to suite B104 appears directly to the right of suite B103. The exterior of the building is light tan where the entrances are located. The parking spaces along the Northwest side of the building would be used for DOGTOPIA clients and employees.



This photo shows a close-up view of the building for the proposed site. The window of the bay on the left side of this photo is suite B104. Although not visible in this photo, the entrance of the doorway to each suite appears on the left side of each windowed front.



## COMPANY BACKGROUND

### Mission Statement

The DOGTOPIA mission is to be the premiere provider of the highest quality dog care in the United States.

The DOGTOPIA franchise established core company values: ***Honesty and Integrity***—we must be honest and act with integrity in everything we do. ***Accountability and Responsibility***—everyone is accountable to themselves and to the company. We always take responsibility for our actions and are prepared to justify them. ***Passionate Enthusiasm***—we are passionate about our jobs and show it in everything we do. We empower each other as individuals and welcome new challenges for ourselves. ***Exceptional Customer Service***—we aim high and deliver. It sets us apart from all others and consistently leads us to success. ***Active Community Service***—giving back is a natural extension of our service and unites us with the local, national and global community of dog lovers. ***Unlimited Potential***—it is only the beginning. We are only limited by our desire and motivation. We think big and we achieve. We know that there is always a solution.

### Market Background

DOGTOPIA's concept is targeted to dog owners, particularly those who look at their dogs as members of their immediate family. DOGTOPIA is one of a growing number

of businesses offering daycare, boarding, training or other services for dogs. Dogs are pack animals in nature and require exercise, socialization, and stimuli to maintain a healthy lifestyle free from stress and boredom that leads to chewed furniture or even sickness. The dog daycare market exists and is thriving because we make it easier for owners to provide these things for their dogs.

According to the U.S. Department of Labor, employment in animal care services is expected to grow faster than average through 2014, with companion pet population also expected to increase. Pet owners, including a large number of baby boomers whose disposable income is expected to increase as they age, are expected to increasingly take advantage of grooming, daycare, and overnight services. As many pet owners consider their pets as part of the family, their demand for luxury services and willingness to spend greater amounts of money on their pets will continue to grow.

According to the American Pet Products Manufacturers Association (APPMA), there are approximately 73.9 million owned dogs in the United States, including 43.5 million households owning at least one dog. Twenty-three percent of owners own two dogs while 12% of the owners own three or more dogs. Pet owners spent over 41 billion dollars on their pets in 2007.

## Total U.S. Pet Industry Expenditures

Year	Billion
2008	\$43.4 (estimated)
2007	\$41.2
2006	\$38.5
2005	\$36.3
2004	\$34.4
2003	\$32.4
2002	\$29.5
2001	\$28.5

The pet industry as a whole is expected to grow 8% to 15% per year, with pet services estimated to grow over 22%. The Bureau of Labor Statistics reports the number of "animal caretakers" is expected to grow faster than average: 22% between 2000 and 2010. The Census Bureau's tracking service of retail sales reports that Americans spent more money on pets than on hardware, jewelry, toys or candy in 2004.

### The Local Market

The DOGTOPIA territory I own as a franchisee includes La Vista, Papillion, Bellevue, and a small part of Omaha. As a DOGTOPIA franchisee, I am guaranteed that only one DOGTOPIA franchise will be located within the boundaries of this territory. As of 2006, there were 60,239 dog owners in the area, which represents nearly 41% of the 18 and over population. Additionally, disposable income was roughly \$49,000. These statistics support the pet services trend that is currently taking place.

La Vista does not presently have a facility comparable to DOGTOPIA. Given the number of dog owners and disposable income in the area, DOGTOPIA has potential to thrive in La Vista. Opening DOGTOPIA is a way to lend a service to a community who needs it. The proposed site, 13239 Portal Drive, is ideal because it is accessible to main thoroughfares as well as located close to major employers such as Oriental Trading Company and Paypal. Additionally, the area is booming with new business growth that includes a new hotel and convention center (Embassy Suites of La Vista), Shoppes on Giles, and a variety of other business (i.e., gas stations, banks, restaurants, etc.).

### DOGTOPIA Marketing Assistance

As a DOGTOPIA franchisee, HAPPY TO BE HERE, INC. provides thorough market research before granting a franchise as well as marketing and public relations assistance for each DOGTOPIA site. This includes collateral, website and presence, and an on-going PR campaign. Also provided is a training and support program. Headquarters provides up to four weeks of hands-on training in North Bethesda, MD. Staff from Headquarters will visit my location for up to two weeks during my Grand Opening to provide further hands-on support. As a franchisee, I will receive on-going site visits and unlimited phone and e-mail support. All franchisees have their own unique version of **dogdaycare.com** to include:

- Customized "About Us"
- Local Area "News & Events"
- Franchisees "Dog of the Week"

**Dogdaycare.com** ranks highly on both Google and Yahoo, the top two search engines. DOGTOPIA is listed on virtually all pet websites and directories. HAPPY TO BE HERE, INC. continually optimizes and updates DOGTOPIA websites for top placement in search engines. Each location will receive five e-mail accounts **@dogdaycare.com**

### Business History and Growth

DOGTOPIA of La Vista is being developed to be *the* premiere dog service business in the area. It's a dog lover's dream opportunity. Its mission is to be the central location for dog lovers in this community. In addition to daycare, boarding, and spa services, the business will employ outside training companies to hold classes, schedule informational seminars, hold pet adoption events, and even host the franchise's now famous "dog washes" to support a variety of pet charities.

### Company Location & Facilities

DOGTOPIA of La Vista is presently negotiating a lease at 13239 Portal Drive in La Vista. Generally located south on 132<sup>nd</sup> Street at Giles Road, the 5,000 square foot space is located within a light industrial zone (I-1) in Sarpy County. The location is convenient to Giles Road, I-80, and I-680.

**Appendix B** illustrates a layout of a general site plan. Although the size and placement of each room is currently undergoing review, the site will include:

- *A fenced-in outdoor space*—approximately 1,000 square feet;
- *A lobby and front desk reception area with space for a retail boutique*—approximately 500 square feet);
- *Manager's office space*—approximately 330 square feet);
- a kitchen with an employee break room (about 300 square feet),
- *Two bathrooms meeting ADA standards*—approximately 150 square feet each;
- *Three playrooms*—ranging from 700 to 1,200 square feet each;
- *An evaluation room*—approximately 400 square feet;
- *A grooming and bath area*—approximately 400 square feet;
- *A Kitchen area*—approximately 250 square feet;
- *An accessory area for laundry and storage*—approximately 300 square feet.

All DOGTOPIA franchises are required to follow a stringent indoor cleaning schedule (see **Appendix C**).

## ORGANIZATION

### Team Members

The business will operate from 7:00am to 7:00pm Monday through Friday; 10:00am to 5:00pm on Saturdays; and from 11:00am to 2:00pm on Sundays.

The facility will employ five to six employees per shift depending upon the size and activity level of the dogs, with one staff member for every 10 to 15 dogs. The dogs play inside the facility in supervised playgroups of 10 to 15 dogs each are not taken off the premises or walked outside the building (with the exception of owner pick-up and drop-off). Each playroom can accommodate one to two playgroups with a maximum capacity of 60 to 80 dogs at the facility. Peak drop-off is from 7:00am to 9:00am and peak pick-up hours are between 5:00pm and 7:00pm Monday through Friday. Weekends do not have a specific peak since drop-off and pick-up is not based on a work day.

Operations will begin with a staff of six, including myself, Nicholle Stahl-Reisdorff, who will act as operations manager. Also included are a full-time assistant manager and two part-time dog handlers (one present at all times). In addition to supervising the playrooms, one person will need to run the front desk and manage the telephones. I will also employ a part-time dog groomer. I will hire additional part-time staff as my business grows, maintaining a ratio of approximately 10-15 to 1.

### Organizational Structure

It is expected that the manager and assistant manager will provide most daily duties. Together we will train and supervise support staff. Headquarters will provide needed support to the management team as often as needed, a strength of investing in this franchise.

## PRODUCTS/SERVICES

### Evaluations

DOGTOPIA takes a number of steps to ensure that dog safety and staff safety are top priorities. Evaluations are a requirement for potential DOGTOPIA clients. The first step in the evaluation is a screening for updated vaccinations. Specifically, owners must provide an updated record for their dog's Rabies, DHPP, and Bordetella vaccinations. Puppies under four-months-old need to have had at least their second round of DHPP shots and Bordetella shot. The Rabies vaccination is given typically after the age of six months. It is also required that all dogs are spayed or neutered.

Potential clients must complete three documents before their dog is screened in the evaluation room. After the three forms are completed, staff evaluates each document to identify a variety of personality and behavior issues.

- The Owner Agreement—this document includes the owner's name, address, and contact information as well as the name and address of their veterinarian. Additional information includes an emergency name and contact information.
- The Pet Personality Profile—this document includes general information about the dog (i.e., age, breed, gender) and the dog's personality and social history. There are also questions about health, grooming, and behavior.
- The Owner Information Sheet—this document is DOGTOPIA's informed consent sheet that each client is required to sign.

Prior to being accepted as a DOGTOPIA client, each dog must pass a temperament test to ensure that he/she has no aggressive tendencies that will pose a risk to other clients and staff. Whether or not the dog passes the evaluation process, all paperwork will be saved. New DOGTOPIA clients receive a record in Kennel Connection, the software DOGTOPIA uses to track each client.

### Daycare

DOGTOPIA's core service, the caring for and socializing of dogs during the day while their owners are away, will be the most significant source of revenue. The play areas are designed to let the animals socialize in a safe and supervised environment. Tuflex flooring, similar flooring used on outdoor playgrounds, is used in each playroom. This flooring helps prevent injury that is normally caused on concrete floors. Owners will see

the benefit of the day's exercise and socialization as their dog(s) will be tired, calm, and more relaxed from a full day of activity. Clients may pay for a single day of daycare with the option to purchase multiple days at once for a discounted rate.

### Boarding

DOGTOPIA will provide a place for dogs to stay overnight and for an extended time while owners are away. Each night, which includes daycare service the following day, will be \$-- in addition to the daycare fee. Overnight service is differentiated from a traditional kennel in that DOGTOPIA dogs continue to socialize and have play time provided in comfortable accommodations. It's important to note that DOGTOPIA does not use traditional kennel runs for boarding their dogs. Each overnight visitor uses his/her own individual metal crate. Crates are set up in the playrooms for each dog staying the night. The only other time crates are used is during the required nap time from noon to 2:00 pm each day.

### Spa

Also referred to as the self-service dog wash, the spa area will be equipped with two industrial dog tubs with shampoo, towels, and brushes. Customers can make an appointment to have their dog bathed by staff for a flat rate or they have the option to use the facility themselves on a walk-in basis.

### Grooming

DOGTOPIA provides a professional dog grooming service that includes a haircut, a bath, ear cleaning and nail clipping. The business is likely to start with one part-time groomer who will work according to our appointment schedule.

### Retail

The smallest source of revenue will be the retail boutique in the front lobby area. Generating roughly 3% of the revenue, the boutique will carry items such as leashes, collars, brushes, DOGTOPIA merchandise, and unique toys for customers to purchase.

## BUSINESS ANALYSIS

DOGTOPIA clients are dogs...it's very obvious that with a group of dogs comes odor, dander, barking, and bodily fluid in a variety of forms. DOGTOPIA has a well-tested working model that includes measures to mitigate odor, noise, and pet waste.

### Noise

The building will have insulated walls using Acoustiblok which acts as a sound-deadening insulator. Another material called Tuflex is used on the floors throughout the facility to help with sound attenuation.

The facility will provide crates in the playrooms that are suitable for the dog's size. When the dogs are not actively playing in their supervised playrooms, DOGTOPIA uses metal crates to house each dog. Each dog boarding overnight will receive its own dog crate in which to sleep or rest. On average, approximately 10 dogs are proposed to stay overnight. Each day the crates are cleaned. Therefore, there will be at least 10 and no fewer than five crates accessible at the facility at any time.

The dog play areas consist of four playrooms that average about 1,000 square feet each and an outdoor exercise/play area that will average about 1,000 square feet.

### Odors

DOGTOPIA's working plan is designed to minimize the impact of odors caused by animal waste. Tuflex flooring not only mitigates sound, it is also easy to clean. The business also follows a stringent cleaning schedule throughout the day to eliminate odor as much as possible (see **Appendix C**).

The facility design will include a 15-ton HVAC system. The air conditioning and ventilation systems will vent to the roof and high grade HEPA filters and air exchanges systems will provide proper filtration.

### Waste Disposal

All existing DOGTOPIA locations use an industrial size dumpster for all trash removal. The dumpster will be fully enclosed at all times and will be conditioned to have a roof. This will reduce the possibility of odors escaping from the trash receptacle as well as reduce the potential for water quality contamination. Additionally, the business plan requires that staff double-bag all waste prior to placement in the dumpster. Dog play areas are not washed directly into the drain system; instead all pet waste is picked up immediately by a staff person and the waste is double bagged. Any waste residue that remains is then mopped up by a staff person.

The business will take a proactive approach to ensure a clean parking lot and common space areas. A pet waste receptacle will be placed near the entrance of the front door and near the common space across the parking lot for clients dropping-off and picking-up their dogs. Additionally, a pet waste receptacle will be place near the back entrance for the outdoor exercise area. The business will utilize waste management techniques including double-bagging waste to reduce and eliminate odors. Sanitizers and cleaning supplies (i.e., Lemonex and bleach) will be used multiple times throughout the day on a routine cleaning schedule (see **Appendix C**).

### Parking

The proposed site, 13239 Portal Drive, has 65 parking spaces. The facility will mainly operate with a drop-off and pick-up circulation pattern similar to a pre-school or nursery school.



A Photo Portfolio

## Appendix C: Required Cleaning Schedule Performed By All DOGTOPIA Franchises

### Weekly Cleaning Schedule

#### Shift Monday

AM(1-2PM) Anti-bacterial spray & wipe down doors in playrooms

AM(1-2pm) Anti-bacterial spray & wipe down all plexiglass in gym

PM (2-3 Shift) Start Anti-Bac Crate Trays

Pm (2-3 Shift) Wipe down non-plexiglass walls in gym

PM(3-5 Shift) Finish Crate Trays - Bleach spray and wipe down 1/2 of Lounge crates ( table side & window )

PM(3-5 Shift) Finish Crate Trays -Bleach spray and wipe down 1/3 of Gym crates

#### Tuesday

AM ( 12-1) Anti-bacterial spray & wipe down doors in playrooms

PM ( 2-3pm) Start Anti-Bac Crate Trays

PM ( 3-5 pm ) Finish Crate Trays - Bleach Spray and wipe down 1/2 of Lounge crates

PM ( 3-5 pm ) Bleach spray and wipe-down 1/3 of gym crates

#### Wednesday

AM ( 12-1pm ) Anti - Bac spray & wipe down all playroom doors

PM ( 2-3pm ) Start Anti-Bac Crate Trays

PM- ( 3-5pm ) Finish Crate Trays -Bleach spray and wipe-down 1/3 of gym crates.

PM- ( 3-5pm ) Finish Crate Trays. Bleach spray and wipe-down vari-kennels & crates in corner of romper room.

#### Thursday

AM ( 12-1pm ) Anti-bacterial spray & Wipe Down all playroom doors.

AM ( 12-1pm ) Anti-bacterial spray on all plexiglass in gym

PM ( 2-3pm ) Start Anti - Bac Crate Trays

PM ( 3-5pm ) Finish Crate Trays - Bleach spray and wipe-down half of romper room crates (window side)

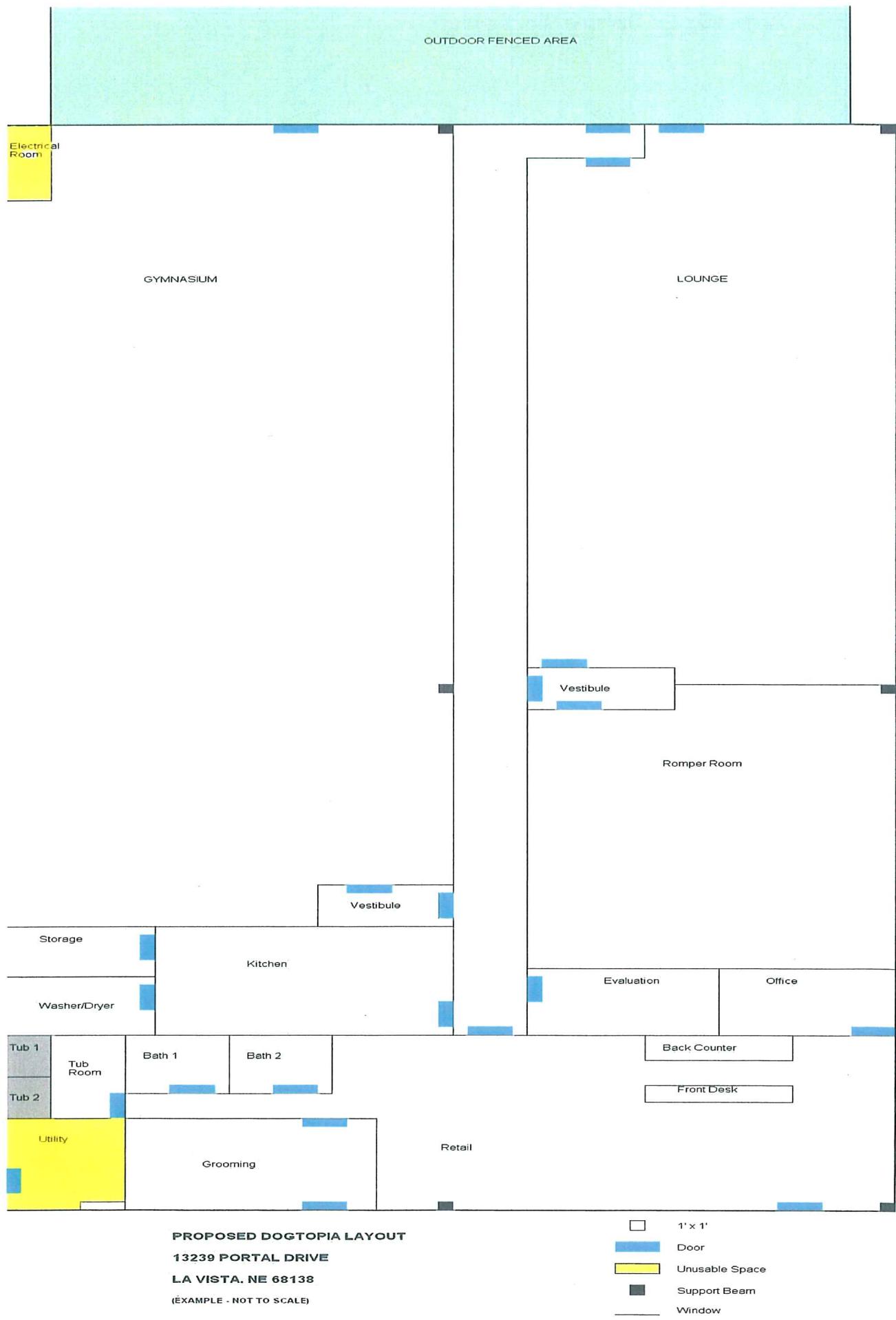
#### Friday

AM ( 12-1pm ) Anti-bacterial spray & Wipe Down all playroom doors.

AM ( 12-1pm ) Take all kongs and soak in bleach water for 10 mins during nap time , rinse thoroughly

PM ( 2-3pm ) Start Anti - Bac Crate Trays

PM- ( 3-5pm ) Finish Crate Trays -Bleach spray and wipe down half of romper room crates (door side)





**City of La Vista  
Conditional Use Permit**

**Conditional Use Permit for Animal Specialty Services (Dogtopia)**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Castelar Plaza, LLC. (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an indoor recreational facility upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 12A, I-80 Industrial Park located in the NE ¼ Section 24, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska, located at 13239 Portal Drive (units ???).

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a dog daycare, pet grooming, and pet supply store; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit “A” hereto for animal specialty services, said use hereinafter being referred to as “Permitted Use or Use”.

**Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
  - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as “Exhibit B”.
  - b. Hours of operation for said Permitted Use will generally be from \_\_\_\_\_. Monday through Friday and from \_\_\_\_\_ on the weekends.
  - c. There will be approximately \_\_\_\_\_ employees for the Permitted Use.
  - d. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor rec. facility, except trash receptacles and those approved in writing by the City.
  - e. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height.
  - f. There shall not be any on-street parking permitted on Portal Drive.
  - g. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be \_\_\_\_\_.

adequate to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants.

- h. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained by the property owner.
- i. Outdoor clean-up of solid animal wastes shall be performed at least twice a day to keep the parking lot and landscaped areas clean and safe.
- j. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- k. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- l. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

5. If the permitted use is not commenced within one (1) year from \_\_\_\_\_, 2008, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or

safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Miscellaneous**

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:** Nicholle Stahl-Deisdorff  
Pete & Barney's World, LLC.  
2240 Big Sky Drive  
Papillion, NE 68046  
(402) 670-9376

Ben Duffy  
Castelar Plaza, LLC.  
13239 Portal Drive  
La Vista, NE 68128  
(402) 553-8687

#### **Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

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

Attest:

---

Pam Buethe  
City Clerk

### CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS — I-1 & I-2 DISTRICTS, SELF-SERVICE STORAGE FACILITIES	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance has been prepared for Council to consider amendments to Section 5.13.02.11, I-1 Light Industrial District, and Section 5.14.02.10, I-2 Heavy Industrial District, of the Zoning Ordinance regarding self-service storage facilities.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing has been scheduled for Council to consider amendments to Section 5.13.02.11, I-1 Light Industrial District, and Section 5.14.02.10, I-2 Heavy Industrial District, of the Zoning Ordinance regarding self-service storage facilities.

The proposed amendments would change self-service storage facilities (as defined in Section 2.02.345 of the Zoning Ordinance) from a **permitted use** to a **conditional use**. This would allow the City more discretion when considering the location and design of these storage facilities, commonly called “mini-storage”. With this proposed revision, applications for self-service storage facilities would have to be reviewed by the Planning Commission and City Council., and would be required to operate within an approved conditional use permit.

Attached is a red-lined copy of each page of the Zoning Ordinance with the proposed amendments.

The Planning Commission held a public hearing on July 17, 2008, and recommended approval.

\\\Lvdclf01\users\Administration\BRENDA\COUNCIL\08 Memos\Zoning Text Amend. - I-1 and I-2 Storage.doc

**Section 5.13 I-1 Light Industrial.**

**5.13.01 Intent:** *It is the intent of the Light Industrial District Regulations to provide for limited industrial uses and services, including some retail businesses, wholesaling, and storage activities; to preserve land for the expansion of basic economic activities; to avoid incompatible land uses, to serve these areas with adequate transportation facilities, and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, I-15-08)*

**5.13.02 Permitted Uses: (Revisions by Ordinance No. 1053, I-15-08, unless otherwise noted)**

- 5.13.02.01 *Light Manufacturing*
- 5.13.02.02 *Automotive services, except repair, towing and wrecking*
- 5.13.02.03 *Business services*
- 5.13.02.04 *Facilities for building construction contractors*
- 5.13.02.05 *Landscape and horticultural services*
- 5.13.02.06 *Medical and dental laboratories*
- 5.13.02.07 *Assembly of electrical and electronic appliances*
- 5.13.02.08 *Miscellaneous repair services, not including automotive*
- 5.13.02.09 *Printing, publishing, and allied industries*
- 5.13.02.10 *Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste*
- 5.13.02.11 *General warehousing and self-service storage facility*
- 5.13.02.12 *Testing laboratories*
- 5.13.02.13 *Publicly owned and operated facilities (Ordinance No. 950, 3-1-05)*
- 5.13.02.14 *Special and vocational training facilities (Ordinance No. 950, 3-1-05)*
- 5.13.02.15 *Wholesale trade of goods*

**5.13.03 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, I-15-08, unless otherwise noted)**

- 5.13.03.01 *Animal specialty services*
- 5.13.03.02 *Automotive rental / leasing and other heavy equipment rental*
- 5.13.03.03 *Household furniture, furnishings, and equipment store*
- 5.13.03.04 *Hardware, lawn and garden supply store*
- 5.13.03.05 *Lumber and other building materials dealer*
- 5.13.03.06 *Outdoor display of merchandise*
- 5.13.03.07 *Radio, television and communication towers and transmitters, as per Section 7.11*
- 5.13.03.08 *Utility substations, terminal facilities, and reservoirs*
- 5.13.03.09 *Farm-implement sales and service*
- 5.13.03.10 *Cabinetry millwork*
- 5.13.03.11 *Gasoline service stations*
- 5.13.03.12 *Automotive repair services*
- 5.13.03.13 *Sale of recreational vehicles, including boats and jet skis*
- 5.13.03.14 *Indoor recreational facility (Ordinance No. 918, 10-6-03)*
- 5.13.03.15 *Veterinary Services, not including livestock*
- 5.13.03.16 *Self-service storage facility***

**5.13.04 Permitted Accessory Uses:**

- 5.13.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.13.04.02 Parking as permitted in Section 7.05 through 7.09.
- 5.13.04.03 Signs allowed in Section 7.01 through 7.04.
- 5.13.04.04 Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.
- 5.13.04.05 Landscaping as required by Section 7.17.

### 5.13.05 Height and Lot Requirements:

5.13.05.01 The height and minimum lot requirements shall be as follows:

Use	Lot Area (SF) <sup>2</sup>	Lot Width <sup>2</sup>	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	20,000	100'	35' <sup>1</sup>	30'	25'	45'	65%
Permitted Conditional Uses	20,000	100'	35' <sup>1</sup>	30'	25'	45'	65%

<sup>1</sup> 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

<sup>2</sup> Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 feet lot width. (Ordinance No. 1053, I-15-08)

### 5.13.06 Use Limitations:

5.13.06.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed within thirty (30) feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. (Ordinance No. 1053, I-15-08)

5.13.06.02 No outdoor storage, except the display of merchandise for sale to the public, shall be permitted.

5.13.06.03 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

5.13.06.04 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.* (Ordinance No. 1053, I-15-08)

### 5.13.07 Performance Standards:

See Section 7.16 of the Supplemental Regulations.

## Section 5.14 I-2 Heavy Industrial.

5.14.01 **Intent:** *It is the intent of the Heavy Industrial District Regulations to provide for industrial uses and services, including some manufacturing, wholesaling and storage activities; to preserve land for the expansion of the basic economic activities; to avoid incompatible land uses; to serve these areas with adequate transportation facilities; and to prevent or mitigate hazards to adjacent properties. (Ordinance No. 1053, 1-15-08)*

Adult Entertainment Facilities are included in this Zoning District. The intent of the La Vista Zoning Ordinance is not to prohibit these uses but to regulate the secondary effects of these uses within the community.

5.14.02 **Permitted Uses:** *(Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)*

- 5.14.02.01 Assembly, fabrication, *packaging*, and processing of products inside an enclosed building, except hazardous or toxic materials
- 5.14.02.02 *Automotive services, except repair, towing and wrecking*
- 5.14.02.03 *Business services*
- 5.14.02.04 *Facilities for building construction contractors*
- 5.14.02.05 *Landscape and horticultural services*
- 5.14.02.06 *Medical and dental laboratories*
- 5.14.02.07 *Miscellaneous repair services, not including automotive*
- 5.14.02.08 *Printing, publishing, and allied industries*
- 5.14.02.09 *Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste*
- 5.14.02.10 *General warehousing and self-service storage facility*
- 5.14.02.11 *Testing laboratories*
- 5.14.02.12 *Facilities for heavy construction contractors*
- 5.14.02.13 *Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components*
- 5.14.02.14 Manufacture of light sheet metal products including heating and ventilation equipment.
- 5.14.02.15 *Manufacturing of food and kindred products, limited to bakery items, dairy products, sugar and confectionary products, and beverages*
- 5.14.02.16 *Manufacturing stone, clay, glass and concrete products*
- 5.14.02.17 *Millwork; veneer, plywood and structural wood products manufacturing*
- 5.14.02.18 *Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)*
- 5.14.02.19 *Special and vocational educational and training facilities. (Ordinance No. 950, 3-1-05)*
- 5.14.02.20 Transportation services
- 5.14.02.21 Trucking and courier services, except air
- 5.14.02.22 Veterinary Services, including livestock
- 5.14.02.23 *Wholesale trade of goods*

5.14.03 **Permitted Conditional Uses:** *(Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)*

- 5.14.03.01 *Automotive rental / leasing and other heavy equipment rental*
- 5.14.03.02 *Manufacturing of food and kindred products, except bakery items, dairy products, sugar and confectionary products, and beverages*
- 5.14.03.03 *Lumber and other building materials dealer*
- 5.14.03.04 *Outdoor storage or display of merchandise*
- 5.14.03.05 Radio, television and communication towers and transmitters, as per Section 7.11
- 5.14.03.06 Utility substations, terminal facilities, and reservoirs
- 5.14.03.07 Farm-implement sales and service
- 5.14.03.08 *Temporary Batch plant for concrete, asphalt, or paving material, not to exceed 24 months of operations*
- 5.14.03.09 Cabinetry millwork
- 5.14.03.10 *Recycling center for computers, televisions and household items*
- 5.14.03.11 Storage of bulk petroleum products
- 5.14.03.12 *The manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities. (Ordinance No. 855, 3-5-02)*
- 5.14.03.13 *Gasoline service stations*
- 5.14.03.14 *Automotive repair services*

5.14.03.15 *Sale of recreational vehicles, including boats and jet skis*

5.14.03.16 *Indoor recreational facility (Ordinance No. 918, 10-6-03)*

5.14.03.17 *Self-service storage facility*

**5.14.03.175.14.03.18** Adult Entertainment establishments.

1. No Adult business shall be closer than 500 feet to any similar use and no closer than 500feet to a residential district / use, religious uses, educational uses and recreational uses. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult business to the point on the property line of such other adult business, residential district / use, religious use, educational uses and recreational use. In addition, no Adult establishment shall be located within the Gateway Corridor Overlay or within 500 feet of said Overlay Corridor.
2. Said businesses shall be screened along adjoining property lines as to prevent any direct visual contact of the adult business at the perimeter.
3. Doors, curtains and any other means of obstruction to the opening of all booths and other preview areas, including but not limited to Adult Novelty Businesses, Adult Motion Picture Arcades, Adult Mini-Motion Picture Theaters, and Adult Motion Picture Theaters shall be removed and kept off at all times during the execution of this Permit. Failure to comply with this condition shall result in revocation of the Conditional Use Permit.
4. No adult business shall be open for business between the hours of one am and six a.m.
5. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property.
6. Such use shall not impair an adequate supply of light and air to surrounding property.
7. Such use shall not unduly increase congestion in the streets or public danger of fire and safety.
8. Any explicit signs shall not be seen from any point off-premises.
9. Such use shall not diminish or impair established property values in adjoining or surrounding property.
10. Such use shall be in accord with the intent, purpose and spirit of this Ordinance and the Comprehensive Development Plan of La Vista, Nebraska.
11. Applications for adult businesses under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structure, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
12. An adult business shall post a sign at the entrance of the premises which shall state the nature of the business and shall state that no one under the age of eighteen (18) years of age is allowed on the premises. This Section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
13. Prohibited Activities of Adult Businesses
  - A. No adult business shall employ any person less than eighteen (18) years of age.
  - B. No adult business shall furnish any merchandise or services to any person who is under eighteen (18) years of age.
  - C. No adult business shall be conducted in any manner that permits the observation of any model or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct in or about the premises which is prohibited by this Ordinance or any other laws of the State.

D. No part of the interior of the adult business shall be visible from the pedestrian sidewalk, walkway, street, or other public or semi-public area.

**5.14.04 Permitted Accessory Uses:**

- 5.14.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.14.04.02 Parking as permitted in Section 7.05 through 7.09.
- 5.14.04.03 Signs allowed in Section 7.01 through 7.04.
- 5.14.04.04 Temporary buildings and uses incidental to construction work which will be removed upon completion or abandonment of the construction work.
- 5.14.04.05 Live-in quarters used by live-in watchman or custodians during periods of construction.
- 5.14.04.06 Landscaping as required by Section 7.17.

**5.14.05 Height and Lot Requirements:**

- 5.14.05.01 The height and minimum lot requirements shall be as follows:

Max. Lot Coverage	Lot Area (SF) <sup>1</sup>	Lot Width <sup>2</sup>	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	40,000	150'	35' <sup>1</sup>	30'	25'	45'	75%
Permitted Conditional Uses	40,000	150'	35' <sup>1</sup>	30'	25'	45'	75%

<sup>1</sup> 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

<sup>2</sup> *Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 150 feet lot width. (Ordinance No. 1053, 1-15-08)*

**5.14.06 Use Limitations:**

- 5.14.06.01 When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within *thirty (30)* feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Section 7.17.04. *(Ordinance No. 1053, 1-15-08)*
- 5.14.06.02 Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
- 5.14.06.03 *No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling. (Ordinance No. 1053, 1-15-08)*

**5.14.07 Performance Standards:**

See Section 7.16 of the Supplemental Regulations.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO AMEND SECTIONS 5.13.02, 5.13.03, 5.14.02 AND 5.14.03 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 5.13.02, 5.13.03, 5.14.02 AND 5.14.03 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Sections 5.13.02 and 5.13.03. Sections 5.13.02 and 5.13.03 of Ordinance No. 848 are hereby amended to read:

**5.13.02 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

5.13.02.01	<i>Light Manufacturing</i>
5.13.02.02	<i>Automotive services, except repair, towing and wrecking</i>
5.13.02.03	<i>Business services</i>
5.13.02.04	<i>Facilities for building construction contractors</i>
5.13.02.05	<i>Landscape and horticultural services</i>
5.13.02.06	<i>Medical and dental laboratories</i>
5.13.02.07	<i>Assembly of electrical and electronic appliances</i>
5.13.02.08	<i>Miscellaneous repair services, not including automotive</i>
5.13.02.09	<i>Printing, publishing, and allied industries</i>
5.13.02.10	<i>Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste</i>
5.13.02.11	<i>General warehousing</i>
5.13.02.12	<i>Testing laboratories</i>
5.13.02.13	<i>Publicly owned and operated facilities (Ordinance No. 950, 3-1-05)</i>
5.13.02.14	<i>Special and vocational training facilities (Ordinance No. 950, 3-1-05)</i>
5.13.02.15	<i>Wholesale trade of goods</i>

**5.13.03 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

5.13.03.01	<i>Animal specialty services</i>
5.13.03.02	<i>Automotive rental / leasing and other heavy equipment rental</i>
5.13.03.03	<i>Household furniture, furnishings, and equipment store</i>
5.13.03.04	<i>Hardware, lawn and garden supply store</i>
5.13.03.05	<i>Lumber and other building materials dealer</i>
5.13.03.06	<i>Outdoor display of merchandise</i>
5.13.03.07	<i>Radio, television and communication towers and transmitters, as per Section 7.11</i>
5.13.03.08	<i>Utility substations, terminal facilities, and reservoirs</i>
5.13.03.09	<i>Farm-implement sales and service</i>
5.13.03.10	<i>Cabinetry millwork</i>
5.13.03.11	<i>Gasoline service stations</i>
5.13.03.12	<i>Automotive repair services</i>
5.13.03.13	<i>Sale of recreational vehicles, including boats and jet skis</i>
5.13.03.14	<i>Indoor recreational facility (Ordinance No. 918, 10-6-03)</i>
5.13.03.15	<i>Veterinary Services, not including livestock</i>
5.13.03.16	<i>Self-service storage facility (Ordinance No. ____, 8-19-08)</i>

SECTION 2. Amendment of Sections 5.14.02 and 5.14.03. Sections 5.14.02 and 5.14.03 of Ordinance No. 848 are hereby amended to read:

**5.14.02 Permitted Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

5.14.02.01	<i>Assembly, fabrication, packaging, and processing of products inside an enclosed building, except hazardous or toxic materials</i>
------------	--

5.14.02.02	<i>Automotive services, except repair, towing and wrecking</i>
5.14.02.03	<i>Business services</i>
5.14.02.04	<i>Facilities for building construction contractors</i>
5.14.02.05	<i>Landscape and horticultural services</i>
5.14.02.06	<i>Medical and dental laboratories</i>
5.14.02.07	<i>Miscellaneous repair services, not including automotive</i>
5.14.02.08	<i>Printing, publishing, and allied industries</i>
5.14.02.09	<i>Electric, gas and sanitary services, not including collection and disposal of solid waste or hazardous waste</i>
5.14.02.10	<i>General warehousing</i>
5.14.02.11	<i>Testing laboratories</i>
5.14.02.12	<i>Facilities for heavy construction contractors</i>
5.14.02.13	<i>Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components</i>
5.14.02.14	<i>Manufacture of light sheet metal products including heating and ventilation equipment.</i>
5.14.02.15	<i>Manufacturing of food and kindred products, limited to bakery items, dairy products, sugar and confectionary products, and beverages</i>
5.14.02.16	<i>Manufacturing stone, clay, glass and concrete products</i>
5.14.02.17	<i>Millwork; veneer, plywood and structural wood products manufacturing.</i>
5.14.02.18	<i>Publicly owned and operated facilities. (Ordinance No. 950, 3-1-05)</i>
5.14.02.19	<i>Special and vocational educational and training facilities. (Ordinance No. 950, 3-1-05)</i>
5.14.02.20	<i>Transportation services</i>
5.14.02.21	<i>Trucking and courier services, except air</i>
5.14.02.22	<i>Veterinary Services, including livestock</i>
5.14.02.23	<i>Wholesale trade of goods</i>

**5.14.03 Permitted Conditional Uses: (Revisions by Ordinance No. 1053, 1-15-08, unless otherwise noted)**

5.14.03.01	<i>Automotive rental / leasing and other heavy equipment rental</i>
5.14.03.02	<i>Manufacturing of food and kindred products, except bakery items, dairy products, sugar and confectionary products, and beverages</i>
5.14.03.03	<i>Lumber and other building materials dealer</i>
5.14.03.04	<i>Outdoor storage or display of merchandise</i>
5.14.03.05	<i>Radio, television and communication towers and transmitters, as per Section 7.11</i>
5.14.03.06	<i>Utility substations, terminal facilities, and reservoirs</i>
5.14.03.07	<i>Farm-implement sales and service</i>
5.14.03.08	<i>Temporary Batch plant for concrete, asphalt, or paving material, not to exceed 24 months of operations</i>
5.14.03.09	<i>Cabinetry millwork</i>
5.14.03.10	<i>Recycling center for computers, televisions and household items</i>
5.14.03.11	<i>Storage of bulk petroleum products</i>
5.14.03.12	<i>The manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities. (Ordinance No. 855, 3-5-02)</i>
5.14.03.13	<i>Gasoline service stations</i>
5.14.03.14	<i>Automotive repair services</i>
5.14.03.15	<i>Sale of recreational vehicles, including boats and jet skis</i>
5.14.03.16	<i>Indoor recreational facility (Ordinance No. 918, 10-6-03)</i>
5.14.03.17	<i>Self-service storage facility (Ordinance No. ___, 8-19-08)</i>
5.14.03.18	<i>Adult Entertainment establishments.</i>
	<i>1. No Adult business shall be closer than 500 feet to any similar use and no closer than 500feet to a residential district / use, religious uses, educational uses and recreational uses. Measurements shall be made in a straight line, without regard to intervening structures or objects, from the main entrance of such adult business to the point on the property line of such other adult business, residential district / use, religious use, educational uses and recreational use.</i>

In addition, no Adult establishment shall be located within the Gateway Corridor Overlay or within 500 feet of said Overlay Corridor.

2. Said businesses shall be screened along adjoining property lines as to prevent any direct visual contact of the adult business at the perimeter.
3. Doors, curtains and any other means of obstruction to the opening of all booths and other preview areas, including but not limited to Adult Novelty Businesses, Adult Motion Picture Arcades, Adult Mini-Motion Picture Theaters, and Adult Motion Picture Theaters shall be removed and kept off at all times during the execution of this Permit. Failure to comply with this condition shall result in revocation of the Conditional Use Permit.
4. No adult business shall be open for business between the hours of one am and six a.m.
5. The proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property.
6. Such use shall not impair an adequate supply of light and air to surrounding property.
7. Such use shall not unduly increase congestion in the streets or public danger of fire and safety.
8. Any explicit signs shall not be seen from any point off-premises.
9. Such use shall not diminish or impair established property values in adjoining or surrounding property.
10. Such use shall be in accord with the intent, purpose and spirit of this Ordinance and the Comprehensive Development Plan of La Vista, Nebraska.
11. Applications for adult businesses under the terms of this Section shall be accompanied by evidence concerning the feasibility of the proposed request and its effect on surrounding property and shall include a site plan defining the areas to be developed for buildings and structure, the areas to be developed for parking, driveways and points of ingress and egress, the location and height of walls, the location and type of landscaping, and the location, size and number of signs.
12. An adult business shall post a sign at the entrance of the premises which shall state the nature of the business and shall state that no one under the age of eighteen (18) years of age is allowed on the premises. This Section shall not be construed to prohibit the owner from establishing an older age limitation for coming on the premises.
13. Prohibited Activities of Adult Businesses
  - A. No adult business shall employ any person less than eighteen (18) years of age.
  - B. No adult business shall furnish any merchandise or services to any person who is under eighteen (18) years of age.
  - C. No adult business shall be conducted in any manner that permits the observation of any model or any material depicting, describing or relating to specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening from any public way or from any property not licensed as an adult use. No operator of an adult business or any officer, associate, member, representative, agent, owner, or employee of such business shall engage in any activity or conduct in or about the premises which is prohibited by this Ordinance or any other laws of the State.
  - D. No part of the interior of the adult business shall be visible from the pedestrian sidewalk, walkway, street, or other public or semi-public area.

SECTION 3. Repeal of Sections 5.13.02, 5.13.03, 5.14.02 and 5.14.03 as Previously Enacted.  
Sections 5.13.02, 5.13.03, 5.14.02 and 5.14.03 of Ordinance No. 848 as previously enacted are hereby repealed.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 6. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST 2008.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

\\\Lvdcfp01\users\Administration\BRENDA\COUNCIL\ORDINANCE\5.13.02, 5.13.03, 5.14.02 & 5.14.03.doc

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ZONING TEXT AMENDMENTS — MINIMUM OFF-STREET PARKING REQUIREMENTS	◆ RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance has been prepared for Council to consider amendments to Section 7.06 of the Zoning Ordinance regarding minimum off-street parking requirements.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing has been scheduled for Council to consider amendments to Section 7.06 of the Zoning Ordinance regarding minimum off-street parking requirements.

The proposed amendments have been made to the minimum parking and loading requirements for the following purposes:

- ◆ to eliminate uses that no longer appear in the code;
- ◆ to add parking requirements for uses that were not included but appeared elsewhere in the code;
- ◆ to revise the name of the use to match the name as it appears elsewhere in the code;
- ◆ to revise the parking calculations that were generating too much or too little parking;
- ◆ to eliminate the loading space requirements.

The American Planning Association's (APA) Planners Advisory Service was utilized to help determine the appropriate minimum requirements for vehicle parking. Also, the parking regulations for other cities within this area were reviewed for consistency and as a general measure.

Attached is a red-lined copy of each page of the Zoning Ordinance with the proposed amendments.

The Planning Commission held public hearings on April 17, May 15, and July 17, 2008, and recommended approval.

## Section 7.06 Schedule of Minimum Off-Street Parking ~~and Loading~~ Requirements

Uses	Parking Requirements	Loading Requirements
Adult Entertainment Establishments	One (1) space per <i>100 square feet of gross floor area; plus one (1) space per employee on peak shift.</i> <del>2 persons of licensed capacity</del>	
<i>Amusement Arcades</i>	<i>One (1) space for each 100 square feet of gross floor area, in addition to one (1) space for each employee on the maximum shift</i>	
<i>Animal Specialty Services</i>	<i>One (1) space per 300 sq. feet of gross floor area</i>	
<i>Bowling Alleys</i>	<i>Four (4) spaces per alley</i>	
Bed and Breakfast/Boarding House	One (1) space per rental unit	
Churches, Synagogues, and Temples	One (1) space per 4 seats in main worship area	
<i>Social clubs, including or fraternal organizations</i>	One (1) space per 500 s.f. of gross floor area	
<i>College/University</i>	<i>One (1) spaces per every two (2) students of occupancy plus one (1) per employee.</i>	
<b>Commercial Uses</b>		
Agricultural Sales / Service	One (1) space per 500 s.f. of gross floor area	
Automotive Rental / Sales	One (1) space per 500 s.f. of gross floor area	
<i>Automotive Repair Services(ing)</i>	Three (3) spaces per repair stall	
Bars, Taverns, Nightclubs	<i>One (1) space per 100 square feet of gross floor area, including outside seating; plus one (1) space per employee on peak shift.</i> <del>Parking equal to 30% of licensed capacity</del>	
<i>Body Repair</i>	<i>Four (4) spaces per repair stall</i>	
Equipment Rental / Sales	One (1) space per 500 s.f. of gross floor area	

## Section 7.06 Schedule of Minimum Off-Street Parking and Loading Requirements

Campground	One (1) space per camping unit
<b>Commercial Recreation</b>	<b>One (1) space per 4 persons of licensed capacity</b>
Communication Services	One (1) space per 500 s.f. of gross floor area
Construction Sales / Service	One (1) space per 500 s.f. of gross floor area
<i>Convenience Store with limited fuel sales</i>	<i>One (1) space per 200 s.f. of gross floor area; spaces adjacent to fuel pump are included in total number.</i>
Food Sales (limited)	One (1) space per 300 s.f. of gross floor area
Food Sales (general)	One (1) space per 200 s.f. of gross floor area
General Retail Sales Establishments	One (1) space per 200 s.f. of gross floor area
Laundry Services	One (1) space per 200 s.f. of gross floor area
Restaurants w/ Drive-thru	One (1) space per 150 s.f. of gross floor area; <i>plus five (5) stacking spaces for drive through window.</i>
Restaurants (General)	<i>One (1) space per four (4) seats or 1 per 100 square feet of gross floor area, including outside seating (whichever is greater); plus one (1) space per employee on peak shift.</i> <i>Parking equal to 40% of licensed capacity</i>
<b>Convalescent and Nursing Home Services</b>	One (1) space per 3 beds plus 1 per employee on the largest shift
<b>Day-Child Care Center</b>	One (1) space per employee plus <i>(one)</i> 1 space <i>or loading stall</i> per <i>each 10 persons children of licensed capacity</i>
<b>Educational Uses, Primary facilities - <i>Kindergarten, Elementary School, Junior High</i></b>	Two (2) spaces per classroom
<b>Educational Uses, Secondary Facilities - <i>High School</i></b>	Eight (8) spaces per classroom plus 1 space per <i>teacher employee on largest shift</i>

## Section 7.06 Schedule of Minimum Off-Street Parking and Loading Requirements

Funeral Homes and Chapels	Eight (8) spaces per reposing room
Group Care Facility	One (1) space per 4 persons of licensed capacity
Group Care Home	One (1) space per 4 <i>residents plus one additional space for each employee persons of licensed capacity</i>
Guidance Services	One (1) space per 300 s.f. of gross floor area
Health Club	One (1) space per 200 sq. feet of gross floor area, plus one space for each employee on peak shift.
Hospitals	One and one-half (1 1/2) spaces per 2 licensed beds; plus, .75 times the maximum number of employees during the largest shift.
Hotels and Motels	One (1) space per rental unit
Housing (Congregate)	
Assisted-living facilities	One (1) space per dwelling unit plus 1 space per employee on the largest shift
Duplex	Two (2) spaces per dwelling unit
Multi-family / Apartments / Condominiums	One (1) space per <i>bedroom sleeping unit—spaces to be sited in the general proximity of where the bedrooms sleeping units are located, plus, one (1) 0.5 additional space per apartment / condo (for 1- and 2- bedrooms sleeping units), and 1 1/2 spaces per apartment / condo (for 3- bedrooms sleeping units) to accommodate guest parking.</i>
Industrial Uses / Flex Space for Industrial	<i>.75 times the maximum number of employees during the largest shift One (1) space per 3,000 sq. feet of gross floor area</i>
Libraries	One (1) space 500 s.f. of gross floor area
Medical Clinics	<i>Five (5) spaces per staff doctor, dentist, chiropractor One (1) space per 250 sq. feet of gross floor area</i>
Mobile Home Park	Two (2) per dwelling unit
Offices and Office Buildings	One (1) space per 200 s.f. of gross floor area
Recreational Facilities	<i>One (1) space per four (4) occupants or, in the case of a nonstructural</i>

## Section 7.06 Schedule of Minimum Off-Street Parking ~~and Loading~~ Requirements

*facility, one (1) space per four (4) persons the facility is intended to accommodate*

**Residential (Single-family, attached and detached)** Two (2) spaces per dwelling unit with 1 required to be enclosed

**Roadside Stands** Four (4) spaces per ~~establishment-stand~~

**Service Oriented Establishments** One (1) space per 200 s.f. of gross floor area

*Special and Vocational Training* One (1) space per 500 s.f. of gross floor area

**Theaters, Auditoriums, and Places of Assembly** One (1) space per 4 ~~seats; persons of licensed capacity~~

**Veterinary Establishments / Pet Health Services** ~~Three (3) spaces per staff doctor. One (1) space for every 300 sq. feet of gross floor area (excluding floor area used for keeping and caring for large farm animals.)~~

**Wholesaling / Distribution Operations** One (1) space per ~~2 employees on the largest shift~~ 5,000 sq. feet of gross floor area

*Note: Approved Planned Unit Development (PUD) plans may reduce the minimum parking requirements if parking is shared among mixed uses or common uses.*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND SECTION 7.06 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 7.06 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 7.06. Section 7.06 of Ordinance No. 848 is hereby amended to read as follows:

**Section 7.06 Schedule of Minimum Off-Street Parking Requirements**

Uses	Parking Requirements
Adult Entertainment Establishments	One (1) space per 100 sq. feet of gross floor area; plus one (1) space per employee on peak shift.
Amusement Arcades	One (1) space for each 100 sq. feet of gross floor area, in addition to one (1) space for each employee on the maximum shift.
Animal Specialty Services	One (1) space per 300 sq. feet of gross floor area.
Bed and Breakfast/Boarding House	One (1) space per rental unit.
Churches, Synagogues, and Temples	One (1) space per 4 seats in main worship area.
Social clubs or Fraternal Organizations	One (1) space per 500 sq. feet of gross floor area.
Commercial Uses	
Agricultural Sales / Service	One (1) space per 500 sq. feet of gross floor area.
Automotive Rental / Sales	One (1) space per 500 sq. feet of gross floor area.
Automotive Repair Services	Three (3) spaces per repair stall.
Bars, Taverns, Nightclubs	One (1) space per 100 sq. feet of gross floor area, including outside seating; plus one (1) space per employee on peak shift.

<b>Equipment Rental / Sales</b>	One (1) space per 500 sq. feet of gross floor area.
<b>Campground</b>	One (1) space per camping unit.
<b>Communication Services</b>	One (1) space per 500 sq. feet of gross floor area.
<b>Construction Sales / Service</b>	One (1) space per 500 sq. feet of gross floor area.
<b>Convenience Store with Limited Fuel Sales</b>	One (1) space per 200 sq. feet of gross floor area; spaces adjacent to fuel pump are included in total number.
<b>Food Sales (limited)</b>	One (1) space per 300 sq. feet of gross floor area.
<b>Food Sales (general)</b>	One (1) space per 200 sq. feet of gross floor area.
<b>General Retail Sales Establishments</b>	One (1) space per 200 sq. feet of gross floor area.
<b>Laundry Services</b>	One (1) space per 200 sq. feet of gross floor area.
<b>Restaurants w/ Drive-thru</b>	One (1) space per 150 sq. feet of gross floor area; plus five (5) stacking spaces for drive through window.
<b>Restaurants (General)</b>	One (1) space per four (4) seats or 1 per 100 sq. feet of gross floor area, including outside seating (whichever is greater); plus one (1) space per employee on peak shift.
<b>Nursing Home</b>	One (1) space per 3 beds plus 1 per employee on the largest shift.
<b>Child Care Center</b>	One (1) space per employee plus (one) 1 space per 10 children.
<b>Educational Uses, Primary facilities - Kindergarten, Elementary School, Junior High</b>	Two (2) spaces per classroom.
<b>Educational Uses, Secondary Facilities - High School</b>	Eight (8) spaces per classroom plus 1 space per teacher.
<b>Funeral Homes and Chapels</b>	Eight (8) spaces per reposing room.

<b>Group Care Home</b>	One (1) space per 4 residents plus one additional space for each employee.
<b>Health Club</b>	One (1) space per 200 sq. feet of gross floor area, plus one space for each employee on peak shift.
<b>Hospitals</b>	One and one-half (1 1/2) spaces per 2 licensed beds; plus, .75 times the maximum number of employees during the largest shift.
<b>Hotels and Motels</b>	One (1) space per rental unit.
<b>Housing (Congregate)</b>	
<b>Assisted-living facilities</b>	One (1) space per dwelling unit plus 1 space per employee on the largest shift.
<b>Duplex</b>	Two (2) spaces per dwelling unit.
<b>Multi-family / Apartments / Condominiums</b>	One (1) space per bedroom.
<b>Industrial Uses / Flex Space for Industrial</b>	One (1) space per 3,000 sq. feet of gross floor area.
<b>Libraries</b>	One (1) space 500 sq. feet of gross floor area.
<b>Medical Clinics</b>	One (1) space per 250 sq. feet of gross floor area.
<b>Mobile Home Park</b>	Two (2) per dwelling unit.
<b>Offices and Office Buildings</b>	One (1) space per 200 sq. feet of gross floor area.
<b>Recreational Facilities</b>	One (1) space per four (4) occupants or, in the case of a nonstructural facility, one (1) space per four (4) persons the facility is intended to accommodate.
<b>Residential (Single-family, attached and detached)</b>	Two (2) spaces per dwelling unit with 1 required to be enclosed.
<b>Roadside Stands</b>	Four (4) spaces per stand.

<b>Special and Vocational Training</b>	One (1) space per 500 sq. feet of gross floor area.
<b>Theaters, Auditoriums, and Places of Assembly</b>	One (1) space per 4 seats.
<b>Veterinary Establishments / Pet Health Services</b>	One (1) space for every 300 sq. feet of gross floor area (excluding floor area used for keeping and caring for large farm animals.)
<b>Wholesaling / Distribution Operations</b>	One (1) space per 5,000 sq. feet of gross floor area.

SECTION 2. Repeal of Section 7.06 as Previously Enacted. Section 7.06 of Ordinance No. 848 as previously enacted is hereby repealed.

SECTION 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF AUGUST 2008.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONTINUATION OF THE $\frac{1}{2}$ PERCENT SALES TAX	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

An ordinance has been prepared authorizing the continuation of the  $\frac{1}{2}$  percent sales and use tax originally imposed on October 1, 1990 and continued on August 1, 2000, for an additional fifteen-year period beginning July 1, 2010 and continuing until July 1, 2025.

**FISCAL IMPACT**

The  $\frac{1}{2}$  percent local option sales and use tax currently generates an average of \$808,833 annually for major street improvement projects and other capital improvements.

**RECOMMENDATION**

Approval.

**BACKGROUND**

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

On June 19, 1990, by Ordinance 504, the City adopted an additional  $\frac{1}{2}$  percent local option sales tax, following a successful referendum. The referendum included a “sunset” or end date of the  $\frac{1}{2}$  percent option on July 31, 2000. Those funds were dedicated by the City Council to be used for major street improvement projects and other capital improvements.

On November 3, 1998, the voters approved continuation of the  $\frac{1}{2}$  percent local option sales tax for an additional ten-year period. On January 19, 1999 by Ordinance 759 the City adopted the continuance of the additional  $\frac{1}{2}$  percent local option sales tax. The sunset date for this continuation was July 31, 2010 and the dedication of the funds remained the same. On November 21, 2000, by Ordinance 822B, the Council corrected the sunset date to be July 1, 2010 in accordance with State Statute.

On May 13, 2008 a referendum was passed by the voters to continue the additional  $\frac{1}{2}$  percent sales and use tax for an additional fifteen years to be dedicated to major street improvement projects and other capital improvements.

ORDINANCE NO.\_\_\_\_\_

AN ORDINANCE CONTINUING THE ONE AND ONE-HALF PERCENT (1½ %) CITY SALES AND USE TAX ON ALL TRANSACTIONS WITHIN THE CITY OF LA VISTA AND WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX; TO PROVIDE FOR THE EFFECTIVE DATE OF SUCH TAX; TO PROVIDE FOR THE ADMINISTRATION OF SUCH TAX; TO PROVIDE FOR THE SUNSET DATE OF THE ONE-HALF PERCENT (½ %) LOCAL OPTION SALES TAX PORTION OF SUCH SALES AND USE TAX; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, on November 20, 1984, the governing body of the City of La Vista passed Ordinance No. 363, imposing a perpetual one percent (1%) city sales and use tax on all transactions with the City of La Vista on which the State of Nebraska is authorized to impose a tax, which sales and use tax took effect on April 1, 1985; and

WHEREAS, on June 19, 1990, the governing body of the City of La Vista passed Ordinance No. 504, imposing an additional sales and use tax on one-half of one percent (½ %), effective October 1, 1990 and continuing until July 31, 2000; and

WHEREAS, on January 19, 1999, the governing body of the City of La Vista passed Ordinance No. 759, imposing for another ten year period the additional sales and use tax on one-half of one percent (½ %), effective August 1, 2000 and continuing until July 31, 2010; and

WHEREAS, on November 21, 2000, the governing body of the City of La Vista passed Ordinance No. 822B to amend Sections 2 and 4 of Ordinance No. 759 to correct the sunset date for the one-half percent sales tax from July 31, 2010 to July 1, 2010 to conform said dates to Neb. Rev. Stat. Section 77-27,143.

WHEREAS, by a majority vote of the qualified electors voting at the primary election held May 13, 2008, the governing body of La Vista was authorized to continue the additional one half of one percent (½ %) sales and use tax originally imposed on October 1, 1990 and continued on August 1, 2000 for an additional fifteen year period beginning July 1, 2010; and

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

Section 1. Continuation of Tax. The one-half of one percent (½ %) additional sales and use tax imposed under Ordinance No. 504 and continued under Ordinance No. 759 upon the same transactions within the corporate limits of the city of La Vista on which the State of Nebraska is authorized to impose a tax pursuant to the provisions of Nebraska Revenue Act of 1967, as amended from time to time, is hereby continued for an additional fifteen (15) year period.

Section 2. Effective Date of Tax. The continuation of the additional one-half percent (½ %) sales and use tax hereby originally levied under Ordinance No. 504 and continued under Ordinance No. 759 shall take effect upon expiration of the initial term of the levy of such tax, to wit on July 1, 2010 and shall apply to all taxable transactions on and after that date within the corporate limits of the City of La Vista, as said corporate limits may from time to time thereafter be constituted.

Section 3. Use of Revenue. All revenue generated by the additional one-half of one percent (½ %) sales and use tax imposed under Ordinance 504, continued under Ordinance No. 759 and continued by this Ordinance shall be used for major street improvement projects and other capital improvements.

Section 4. Sunset Date for Additional One-Half Percent (½ %) Local Option Sales Tax. The one-half percent (½ %) additional sales and use tax originally imposed under Ordinance No. 504, continued under Ordinance 759 and continued for an additional fifteen years pursuant to this Ordinance shall end on July 1, 2025 unless a majority of the qualified electorate approve an extension thereof pursuant to the Local Option Revenue Act, §§77-27,142 to 77-27, 148 Revised Statutes of Nebraska, as amended from time to time.

Section 5. Administration. The administration of the sales and use tax imposed hereby, the making of a return for ascertainment, assessment and collection and for the distribution of the taxes so imposed shall be as provided in the Local Option Revenue Act, §§77-27,142 to 77-27, 148 Revised Statutes of Nebraska, as amended from time to time.

Section 6. One Percent City Sales and Use Tax Unaffected. The one percent (1%) City sales and use tax imposed under Ordinance No. 363 is perpetual and unaffected by the Ordinance.

**Section 7. Effective Date of this Ordinance.** This ordinance shall take effect and be fully enacted upon passage, approval and publication as provided by law. The tax hereby imposed shall take effective as provided in Section 2 hereof.

**Section 8. Severability Clause.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of the Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST, 2008.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

CERTIFICATE OF OFFICIAL RETURNS FOR  
CITY OF LA VISTA  
LA VISTA PROPOSITION  
AT THE ELECTION HELD MAY 13, 2008

I, Kay Forslund, Election Commissioner, in and for the County of Sarpy, in the State of Nebraska, do hereby certify that at the Election held on May 13, 2008, the following issue for the CITY OF LA VISTA - LA VISTA PROPOSITION received the votes opposite the choice:

For 845

Against 258

IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused to be affixed hereto the seal of my office, in the City of Papillion, County of Sarpy, State of Nebraska, this 17 day of June, 2008.

  
Kay Forslund  
Election Commissioner  
Sarpy County, Nebraska

(Seal)

## OFFICIAL MUNICIPAL ELECTION BALLOT

### CITY OF LA VISTA LOCAL SALES TAX CONTINUATION PROPOSITION

**“Shall the Governing Body of the City of La Vista continue to impose its current additional optional sales and use tax of one-half of one percent upon the same transactions within the City of La Vista on which the State of Nebraska is authorized to impose a tax, for a fifteen (15) year period ending July 1, 2025 to pay for major street improvement projects and other capital expenditures?**

*A vote “For” this proposal will authorize the Mayor and City Council of the City of La Vista to continue beyond July 1, 2010 its current additional optional sales and use tax of one-half of one percent upon the same transactions within the City of La Vista on which the State of Nebraska is authorized to impose a tax, for an additional fifteen (15) year period ending July 1, 2025 to pay for major street improvement projects and other capital expenditures, which will result in continuing the current total local option sales and use tax of the City of one and one-half percent. A vote “Against” will deny authorization to continue the current additional optional sales and use tax of one-half of one percent beyond its expiration date of July 1, 2010, which will result in a total local option sales and use tax of the City of one percent.*

- For**
- Against”**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
MUNICIPAL AQUATIC FACILITY — BOND ISSUE	► RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

#### **SYNOPSIS**

A resolution has been prepared calling a special election on the proposition for the issuance of general obligation bonds in an amount not to exceed \$7,355,000 for the purpose of demolishing the existing municipal swimming pool, constructing an access road and constructing and equipping a municipal aquatic facility to replace the existing swimming pool.

#### **FISCAL IMPACT**

Funding for this project would be general obligation bonds. The City's annual principal and interest payments are estimated to be approximately \$585,000. Annual operating expenses are anticipated to be approximately \$350,000, which would be funded through the facility revenues. The owner of a home valued at \$150,000 would pay an additional \$91.50 annually. This is based on the City's current valuation and a 20-year debt schedule projected at a 4.5% interest rate. (*Please note that since we last discussed this we were looking at a 25 year bond issue. Bond counsel has recently advised that Statute only allows 20 years for this type of project.*)

#### **RECOMMENDATION**

Approval.

#### **BACKGROUND**

At the June 17, 2008 City Council meeting, Water's Edge Aquatic Design (WEAD) consultant Craig Roy presented the municipal aquatic facility plan that was recommended by the Swimming Pool Advisory Committee. Based upon Council discussion there were a couple items that required follow up.

1. What would be the grade of the access road from 84<sup>th</sup> Street and are there other possible access points from 84<sup>th</sup> Street?  
*The City Engineer advises that the slope of the proposed drive would likely be between 6 and 8 percent which is not too bad. He did not see any other location for access off of 84<sup>th</sup> Street as being feasible.*
2. How can we establish a pricing system that does not prevent lower income residents from utilizing the new pool?  
*It has been recommended that a new aquatic facility price daily and membership passes to be competitive with other communities with similar facilities. Our consultants have advised that many communities will offer lower pricing to those that are on the federally assisted lunch program at the schools and this would be staff recommendation.*

Included in the packet for your review is the following:

- Resolution
- Notice of Election
- Sample Ballot
- Conceptual Plan
- Site Plan
- Information to be included in a public information brochure

### ***History***

One of the items identified as an early priority in the City's Park & Recreation Master Plan was the need to assess the city's current and future aquatic requirements. La Vista's municipal swimming pool was originally built and owned by a private developer in 1962, just two years after the City was incorporated. Later acquired by the City, the pool is a traditional style of pool and has been renovated and rehabilitated numerous times over the past 40+ years.

Over the past several years a number of factors, including frequency and types of repairs, compliance with current standards and codes, and meeting the needs of a growing community, made it evident that the City needed a plan for aquatic services. In the summer of 2005, the City utilized the professional services of Water's Edge Aquatic Design (WEAD), Lenexa, Kansas to review and evaluate the City's existing pool facilities and provide recommendations for improvement. Their study and findings were presented to the City Council at the February 7, 2006 City Council meeting.

Following the evaluation and analysis of the existing facility, improvements considered in the report ranged from aesthetic suggestions to code issues and life safety items, as well as meeting the needs of La Vista's growing population. Based on the findings, four possible options were identified: immediate improvements, basic renovation, major/enhanced renovation and pool replacement.

Immediate improvements address safety and health related issues. Basic renovations bring the pool into compliance with current codes and prolong the life of the facility. Major/enhanced renovation means adding fun features that expand the recreation, instruction, competition, therapy, or other community goals. The new pool alternative was presented for comparison to the renovation options and determination if the renovation options were practical as compared to complete pool replacement. The immediate safety concerns that were identified were addressed prior to the opening of the swimming pool for the 2006 season.

While the pool has served the community well it does not meet the needs of La Vista's growing population and warrants some significant improvements and/or enhancements. The Mayor and City Council felt it important to gather information from the community as they contemplated moving forward in making decisions regarding the future of the pool and as a result appointed a committee to study the issue.

The Committee met several times since August 2006 to develop the conceptual plan currently being presented to the Mayor and Council. A number of public input opportunities were also made available during the process including an open house, focus groups and open meetings with public comment periods. An initial conceptual plan was unveiled to the public in the summer of 2007. The Committee then took the next several months to see how the community received the plan and to await the results of the National Citizen Survey which asked two questions about the conceptual plan. Based on the feedback from the citizen survey the Committee worked to reduce the cost of the project, while providing the amenities that are popular with the residents. The result is the plan that was presented to the Mayor and Council on June 17, 2008.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, CALLING A SPECIAL ELECTION ON THE PROPOSITION FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED SEVEN MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$7,355,000) FOR THE PURPOSE OF DEMOLISHING THE EXISTING MUNICIPAL SWIMMING POOL LOCATED AT 7529 S. 85<sup>TH</sup> STREET (LOT 13 PARK VIEW HEIGHTS), CONSTRUCTING AN ACCESS ROAD AND CONSTRUCTING AND EQUIPPING A MUNICIPAL AQUATIC FACILITY TO REPLACE THE EXISTING SWIMMING POOL AT SAID LOCATION, AND PAYING RELATED COSTS.

BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska (the "City") as follows:

**Section 1.** The Mayor and City Council find and determine that:

(a) it is necessary, desirable, advisable and in the best interest of the City and its residents to submit to the voters the question that the City demolish the existing municipal swimming pool located at 7529 S. 85<sup>th</sup> Street (Lot 13 Park View Heights), construct an access road and construct and equip a municipal aquatic facility to replace the existing swimming pool at said location; and for other related project costs (collectively, the "Project");

(b) there has not been submitted to the electors of the City a proposition for the issuance of bonds pursuant to Section 16-695, Reissue Revised Statutes of Nebraska, 1997, as amended, to pay the costs of the Project for six months last past;

**Section 2.** A special election is hereby called to be held in conjunction with the statewide general election on November 4, 2008, at which there shall be submitted to the qualified electors of the City the following proposition:

"Shall the City of La Vista, Nebraska, issue negotiable bonds of said City in the principal amount of not to exceed Seven Million Three Hundred Fifty-five Thousand Dollars (\$7,355,000) for the purpose of demolishing the existing municipal swimming pool located at 7529 S. 85<sup>th</sup> Street (Lot 13 Park View Heights), constructing an access road and constructing and equipping a municipal aquatic facility to replace the existing swimming pool at said location, said bonds to be dated and become due and payable, both principal and interest, on such date or dates as may be fixed by the Mayor and Council of the City at the time of their issuance and to bear interest at such rate or rates as shall be determined by the Mayor and City Council, and

"Shall the City cause to be levied and collected annually a special levy of taxes on the taxable value of the taxable property in the City sufficient to pay the principal and interest on said bonds as such principal and interest become due?"

The ballots to be voted upon and cast at said election shall have printed thereon the foregoing proposition, followed by the words: "FOR said bonds and tax" and "AGAINST said bonds and tax" following said proposition.

**Section 3.** Notice of said election shall be given to the qualified electors of said City by publication at least one time each week for four successive weeks prior to such election and a copy of the sample ballot shall be published one time not more than ten days nor less than three days prior to the election, such notice and sample ballot to be published in the Papillion Times a newspaper printed and of general circulation in said City, and the City Clerk of the City be and hereby is directed to cause such notice and sample ballot to be published.

**Section 4.** The City Clerk of the City shall be and hereby is authorized and directed to certify a copy of this Resolution to the Election Commissioner of Sarpy County, who shall designate the polling places, appoint the election officials and otherwise conduct the election as provided by law. The City does hereby agree to reimburse said Election Commissioner for the expenses of conducting the election. As required by Section 32-802, Reissue Revised Statutes of Nebraska, as amended, the Election Commissioner shall provide for publication of the Notice of Election in a newspaper designated by the Election Commissioner no later than forty days prior to the day of said election and such notice shall be posted in the office of the Election Commissioner no later than forty days prior to such date of election.

**Section 5.** The form of ballot and form of notice of said bond election shall be substantially in the form submitted to this meeting, a copy of which forms shall be made a part of the minutes. The City Clerk is hereby authorized and directed, in conjunction with the Election Commissioner conducting the election, to arrange for the printing of the necessary ballots for said election and to do all other things and take all other action appropriate or necessary in order to cause said proposition to be submitted to the qualified electors of the City as above provided.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST, 2008.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

(SEAL)

The foregoing Resolution having been read in its entirety, Council Member \_\_\_\_\_ moved its passage, which motion was seconded by Council Member \_\_\_\_\_. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: \_\_\_\_\_.

The following members voted against the same: \_\_\_\_\_. The following members were absent or did not vote: \_\_\_\_\_.

The passage of said Resolution having been consented to by a majority of the members of the City Council, the Mayor declared the Resolution duly passed and adopted.

DATED this 19<sup>th</sup> day of August, 2008.

---

City Clerk

[SEAL]

**NOTICE OF ELECTION  
CITY OF LA VISTA, NEBRASKA**

Public Notice is hereby given to the qualified electors of the City of La Vista, Nebraska, that a special election has been called and will be held in conjunction with the statewide general election in the City of La Vista, Nebraska, on Tuesday, November 4, 2008, at which time there shall be submitted to the qualified electors of said City the following proposition:

"Shall the City of La Vista, Nebraska, issue negotiable bonds of said City in the principal amount of not to exceed Seven Million Three Hundred Fifty-five Thousand Dollars (\$7,355,000) for the purpose of demolishing the existing municipal swimming pool located at 7529 S. 85<sup>th</sup> Street (Lot 13 Park View Heights), constructing an access road and constructing and equipping a municipal aquatic facility to replace the existing swimming pool at said location, said bonds to be dated and become due and payable, both principal and interest, on such date or dates as may be fixed by the Mayor and Council of the City at the time of their issuance and to bear interest at such rate or rates as shall be determined by the Mayor and City Council, and

"Shall the City cause to be levied and collected annually a special levy of taxes on the taxable value of the taxable property in the City sufficient to pay the principal and interest on said bonds as such principal and interest become due?"



FOR said bonds and tax.



AGAINST said bonds and tax.

Voters desiring to vote in favor of the question shall blacken the oval preceding the words "FOR said bonds and tax" and voters desiring to vote against the question shall blacken the oval preceding the words "AGAINST said bonds and tax."

The polling place will be open continuously from 8:00 a.m. to 8:00 p.m. on said date. The voting places for qualified electors of the City the same as the voting places for the statewide general election. The polling places are accessible to individuals with physical mobility limitations.

Qualified electors wishing to vote early, as permitted by law, may do so in person or by requesting a ballot for early voting from the Election Commissioner of Sarpy County, at such Election Commissioner's offices in Papillion, Nebraska, 1261 Golden Gate Drive, Suite 6E, Papillion, Nebraska 68046.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF SAID CITY.

---

/s/  
City Clerk

---

/s/  
Mayor

(SAMPLE BALLOT)  
(OFFICIAL BALLOT)  
**(OFFICIAL BALLOT FOR EARLY VOTING)**  
**BOND ELECTION**  
**CITY OF LA VISTA, NEBRASKA**  
**TUESDAY, NOVEMBER 4, 2008**

"Shall the City of La Vista, Nebraska, issue negotiable bonds of said City in the principal amount of not to exceed Seven Million Three Hundred Fifty-five Thousand Dollars (\$7,355,000) for the purpose of demolishing the existing municipal swimming pool located at 7529 S. 85<sup>th</sup> Street (Lot 13 Park View Heights), constructing an access road and constructing and equipping a municipal aquatic facility to replace the existing swimming pool at said location, said bonds to be dated and become due and payable, both principal and interest, on such date or dates as may be fixed by the Mayor and Council of the City at the time of their issuance and to bear interest at such rate or rates as shall be determined by the Mayor and City Council, and

"Shall the City cause to be levied and collected annually a special levy of taxes on the taxable value of the taxable property in the City sufficient to pay the principal and interest on said bonds as such principal and interest become due?"

FOR said bonds and tax.

AGAINST said bonds and tax.

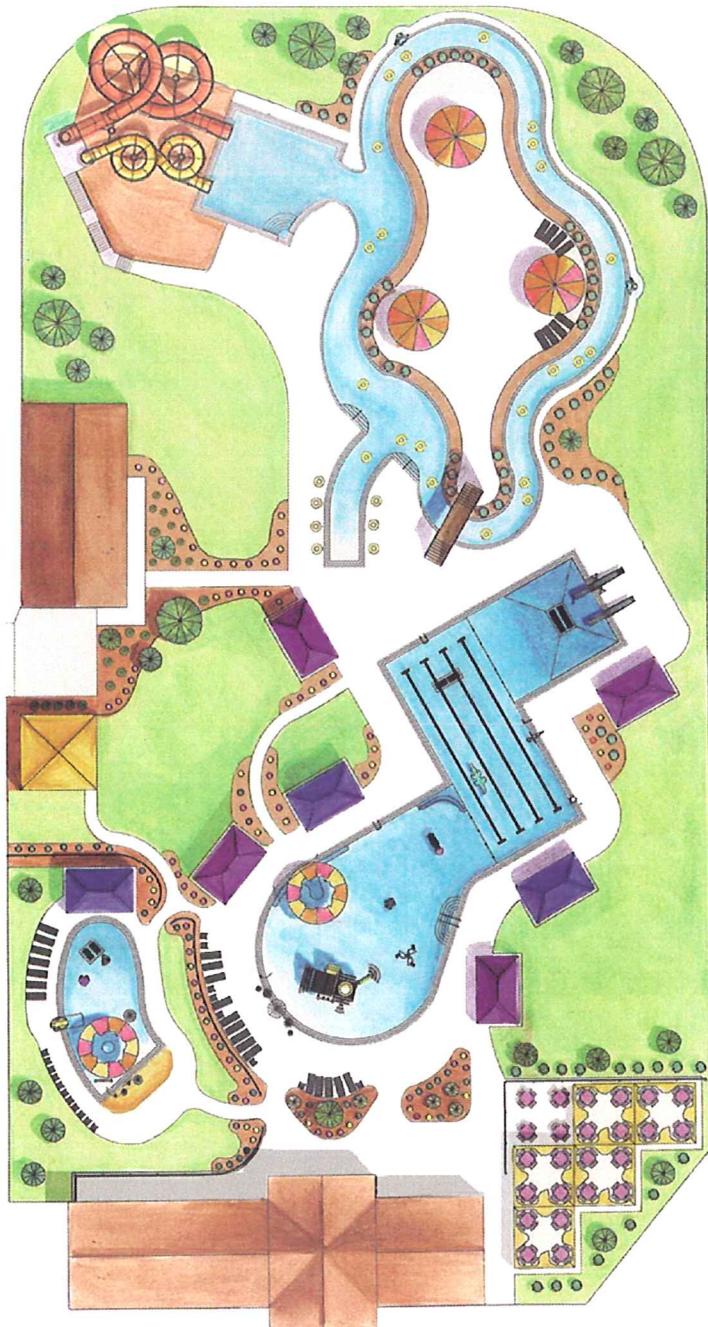
Voters desiring to vote in favor of the question shall blacken the oval preceding the words "FOR said bonds and tax" and voters desiring to vote against the question shall blacken the oval preceding the words "AGAINST said bonds and tax."

Wedding Pool	1,166 S.F.
Shallow Lap-Diving Pool	7,441 S.F.
Lazy River-Plunge Area	5,884 S.F.
Total Water Surface Area	14,471 S.F.
Concrete Deck Area	27,800 S.F.
Grass Deck Area	35,280 S.F.



0 10' 20' 30' 40'

1" = 20'-0"



Layout 1D  
Aquatic Center  
La Vista, Nebraska  
06-12-08





Wading Pool	1,168 S.F.
Shallow-Lap-Diving Pool	7,441 S.F.
Lazy River-Purple Area	5,884 S.F.
Total Water Surface Area	14,471 S.F.
Concrete Deck Area	27,800 S.F.
Grass Deck Area	35,280 S.F.

Layout 1D  
Aquatic Center  
La Vista, Nebraska  
06-12-08



Copyright 2008



**Note:** *This is the information that would be included in an informational brochure provided to educate the public about the upcoming bond issue. It has not been formatted yet.*

**City of La Vista**  
Municipal Aquatic Facility  
Informational Brochure

**Bond Issue Question**

**Vote November 4, 2008**  
Polls Open 8 a.m to 8 p.m.

**Wording on the Ballot**

"Shall the City of La Vista, Nebraska, issue negotiable bonds of said City in the principal amount of not to exceed Seven Million Three Hundred Fifty-five Thousand Dollars (\$7,355,000) for the purpose of demolishing the existing municipal swimming pool located at 7529 S. 85<sup>th</sup> Street (Lot 13 Park View Heights), constructing an access road and constructing and equipping a municipal aquatic facility to replace the existing swimming pool at said location, said bonds to be dated and become due and payable, both principal and interest, on such date or dates as may be fixed by the Mayor and Council of the City at the time of their issuance and to bear interest at such rate or rates as shall be determined by the Mayor and City Council, and

"Shall the City cause to be levied and collected annually a special levy of taxes on the taxable value of the taxable property in the City sufficient to pay the principal and interest on said bonds as such principal and interest become due?"



FOR said bonds and tax.



AGAINST said bonds and tax.

Voters desiring to vote in favor of the question shall blacken the oval preceding the words "FOR said bonds and tax" and voters desiring to vote against the question shall blacken the oval preceding the words "AGAINST said bonds and tax."

**Does La Vista Need an Aquatic Center?**

La Vista's municipal swimming pool was originally built and owned by a private developer in 1962, just two years after the City was incorporated. Later acquired by the City, the pool is a traditional style of pool and has been renovated and rehabilitated numerous times over the past 40+ years.

Over the past several years a number of factors, including frequency and types of repairs, compliance with current standards and codes, and meeting the needs of a growing community, made it evident that the City needed a plan for aquatic services. In the summer of 2005, the City utilized the professional services of Water's Edge Aquatic Design (WEAD), Lenexa, Kansas to review and evaluate the City's existing pool facilities and provide recommendations for improvement. Their study and findings were presented to the City Council in February 2006.

As the Mayor and City Council contemplated moving forward in making decisions regarding the future of the pool, they felt it important to gather information from the community and as a result appointed an ad hoc committee to study the issue.

The Committee met several times to develop the proposed conceptual plan and provided a number of public input opportunities including an open house, focus groups and open meetings with public comment periods. They also considered the results of the recently completed citizen survey. The final result is a plan that will meet the demands of a growing community while providing the amenities that are popular with the residents.

### **Anticipated Cost to Property Owners**

The owner of a home valued at \$150,000 would pay an additional \$91.50 annually. This is based on the City's current valuation and a 20-year debt schedule projected at a 4.5% interest rate.

### **Facility Location**

The City of La Vista owns approximately 7.66 acres where the existing swimming pool is located at 7529 S. 85<sup>th</sup> Street

### **Surface Area of Water**

Wading Pool	1,166 sf
Shallow/Lap Pool	6,161 sf
Lazy River	4,546 sf
Plunge Pool	1,318 sf
Diving Pool	1,280 sf
<b>Total</b>	<b>14,471 sf</b>

**Maximum Patron Load** 1,480

**Estimated Annual Operating Expense** \$343,000

**Project Cost** \$7.2 million

### **Anticipated Admission Fees in 2010**

	Daily		Summer Season Pass	
	Resident	Non-Resident	Resident	Non-Resident
Adult	\$5.25	\$8.00	\$90.00	\$140.00
Youth (under 18)	\$4.25	\$6.00	\$80.00	\$120.00
Senior (55+)	\$4.25	\$6.00	\$80.00	\$120.00
Family (6)			\$185.00	\$280.00
Each additional			\$20.00	

\*Reduced rates available for families who qualify for federally assisted lunch program.

## **Program Components**

### **Wading Pool**

- Splash area
- Sun shades
- Play Structure/toddler slide

### **Lap & Recreation Pool**

- Zero-depth splash area
- Sun shade
- Play feature
- Floatables
- Diving boards (1 & 3 meter)

Lazy River — 420 ft. in length

### **Water Slides**

### **Shade and turf areas**

### **Support Facilities**

- Concessions
- Party shelter
- Locker rooms
- Parking Lot (225 stalls)

## **Access to the Facility**

Access to the new facility would be primarily from 84<sup>th</sup> Street. The project cost includes an access drive and right turn lane to be constructed at 84<sup>th</sup> & Summer Drive.

## **When would the new Aquatic Facility open?**

If the voters elect to build a new facility, it is anticipated that construction would begin immediately following the close of the 2009 swimming season with a goal of opening the new pool in the summer of 2010.

## **Voter Registration/Absentee Ballots:**

If you're unable to make it to the polls, absentee ballots may be requested from the Sarpy County Election Commissioner's office. Request forms and voter registration forms are available online at [www.sarpy.com](http://www.sarpy.com). Information regarding absentee ballots voter registration deadlines can also be found on this website.

## **Additional information to include:**

- Conceptual Plan
- Pictures of Amenities
- Site layout

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE REQUEST FOR PROPOSALS — 84 <sup>TH</sup> STREET REDEVELOPMENT VISION PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing a Request for Proposals (RFP) for the preparation of an 84<sup>th</sup> Street Redevelopment Vision Plan.

**FISCAL IMPACT**

It is intended that CDBG Recovered Program Income Reuse Funds be utilized.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On July 15, 2008 the City Council approved Resolution No. 08-063 obligating CDBG Recovered Program Income Reuse Funds to a planning/engineering study for the 84<sup>th</sup> Street Corridor. It is anticipated that this project would be divided into two phases. The first phase will be a visioning process, from which a specific Vision Plan will be produced, and which is the subject of this RFP. The second phase may be an Implementation Plan, which may include changes to current development regulations or land use plans, property acquisition, landscape design plans, etc.

The RFP and Draft Scope of Services are intended to include a variety of techniques to engage a wide range of community members and elicit their input. The outcome should be a Vision Plan that clearly articulates the community's current impressions of and goals for this commercial corridor which is in the heart of the city.

The proposed schedule for the RFP and consultant selection process is the following:

Advertise the RFP (publish and mail to firms)	August 28, 2008
Proposals Due	October 6, 2008
Interviews	October 27-31, 2008
City Council Award Contract	December 2, 2008
Kick Off Meeting	January 2009

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PREPARATION OF AN  
84<sup>TH</sup> STREET REDEVELOPMENT VISION PLAN.

WHEREAS, the City wishes to contract for consulting services to prepare an 84<sup>th</sup> Street Redevelopment Plan; and

WHEREAS, the City has prepared a Request for Proposals (RFP) and draft Scope of Services for this work.

NOW, THEREFORE BE IT RESOLVED, that the City of La Vista hereby authorizes the advertisement of bids for the preparation of an 84<sup>th</sup> Street Redevelopment Vision Plan with a Request for Proposals (RFP) and draft Scope of Work prepared by City staff, which copies of said RFP may be obtained from the City Clerk and said proposals are to be submitted by 4:30 p.m. at La Vista City Hall, 8116 Park View Blvd., La Vista, Nebraska on October 6, 2008.

Advertise for Bids August 28, 2008

Proposals Due October 6, 2008

Tentative Award Date December 2, 2008

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF AUGUST 2008.

## CITY OF LA VISTA

Douglas Kindig, Mayor

**ATTEST:**

---

Pamela A. Buethe, CMC  
City Clerk

**NOTICE  
REQUEST FOR PROPOSALS  
CITY OF LA VISTA, NEBRASKA**

**DATE ISSUED:** August 28, 2008

**PROPOSALS DUE:** October 6, 2008, 4:30 p.m.

**TENTATIVE AWARD DATE:** December 2, 2008

**THE CITY OF LA VISTA REQUESTS PROPOSALS FOR THE FOLLOWING:**

Professional Consulting Services associated with the preparation of an 84<sup>th</sup> Street Redevelopment Vision Plan.

**INSTRUCTIONS:**

1. Proposals must be sealed and addressed as follows:  
City of La Vista — Proposal for 84<sup>th</sup> Street Redevelopment Vision Plan  
Attn: Pam Buethe, City Clerk  
8116 Park View Boulevard  
La Vista, NE 68128-2198
2. Proposals must be received before 4:30 p.m. on Monday, October 6, 2008, at La Vista City Hall, 8116 Park View Boulevard.
3. Required submittal information may be obtained at La Vista City Hall, 8116 Park View Boulevard, La Vista, NE 68128-2198, (402) 331-4343.
4. Any questions regarding proposal requests should be directed in writing to Pam Buethe, City Clerk at [pbuethe@ci.la-vista.ne.us](mailto:pbuethe@ci.la-vista.ne.us) or by fax at (402) 331-4375 or by mail to 8116 Park View Blvd., La Vista, NE 68128.

**THE CITY OF LA VISTA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.**

## **REQUEST FOR PROPOSALS 84<sup>th</sup> Street Redevelopment Vision Plan**

### **Section 1: Background**

#### About La Vista

The City of La Vista is situated southwest of the Omaha metropolitan area. The youngest city in Nebraska, La Vista is one of the fastest growing communities in the state and enjoys access from Interstate 80. La Vista borders Omaha, Bellevue, Papillion, and Ralston. As of 2007, it is estimated that La Vista is home to over 18,700 residents. La Vista's commercial areas are developing quickly in the western portion of the city with nationally recognized companies, such as PayPal, Cabela's, and a new John Q. Hammons Embassy Suites Hotel and adjoining La Vista Conference Center.

#### Project History and Objectives

As part of their annual strategic planning process, the Mayor and City Council identified the revitalization of the 84<sup>th</sup> Street Corridor as their number one priority.

Over the last several years, the 84<sup>th</sup> Street corridor has deteriorated in terms of physical appearance, property maintenance and as an employment center for low to moderate income workers. Major anchors including Wal-Mart, Gordman's, and Baker's Supermarket have vacated the area to move to new shopping centers and smaller businesses have been unable to sustain themselves and forced to relocate or close, leaving many vacant storefronts. Other commercial parcels in the area were developed 35 to 40 years ago prior to the implementation of good planning and design principles and have not been updated. This once vibrant and thriving corridor on a major arterial road in the heart of La Vista now appears considerably depressed and in need of redevelopment.

Ultimately, the City wants to revitalize the area to be more appealing to residents and visitors. In addition, La Vista would like to utilize the land more efficiently. To do this a two phase process is anticipated. The first phase will be a visioning process, from which a specific Vision Plan will be produced, which is the subject of this Request for Proposals (RFP). The second phase may be an Implementation Plan. These two phases would be conducted separately, including separate RFP processes. The City's overriding goal for the first phase of this project is to make this a highly community-interactive process.

### **Section 2: Qualifications**

The City is sending this RFP to consulting firms for their visioning, public outreach and planning expertise. There are five primary areas in which the city is interested:

1. *Process*: Expertise in setting up and managing the overall structure of the project.
2. *Content*: Familiarity with land use and transportation topics, to help frame the visioning questions correctly.
3. *Outreach*: Effectively connecting with a wide range of community members and other stakeholders.
4. *Facilitation*: Making sure meetings run fairly and efficiently, and helping to articulate the opinions of those unfamiliar with land use and government terminology.
5. *Planning*: Experience in commercial corridor planning or related fields.

The City will establish a project page on the City's website for the overall Vision Plan project, which will be available at the following address:

[www.cityoflavista.org](http://www.cityoflavista.org)

In addition, the City will be including a supplement to the CityWise quarterly newsletter to notify community members about the project and describe the opportunities for involvement.

### **Section 3: Scope of Work**

The output of this project will be an **84<sup>th</sup> Street Redevelopment Vision Plan** that clearly articulates the community's current impressions of and goals for this commercial corridor which is located at the heart of the city. *At the core of this project is the need for broad public outreach and participation.* The process should engage a wide range of community members, including those who may not currently be involved in civic activities.

The visioning exercise should be tailored to La Vista and should include a variety of techniques to engage and elicit input from the community. A draft Scope of Work has been prepared and is attached to act as a basis for the proposal. Proposals should describe in detail the techniques that would be used, including but not limited to a combination of some or all of the elements listed below. Proposals should clearly articulate how the selected techniques achieve the overall project goals and meet the unique needs of La Vista. Additionally, proposals should address opportunities for modifications to the approach based on community input during the visioning process.

- ***Kick-Off Event***: Initial meeting to educate and energize community members about the overall visioning process. The kick-off event may include presentations and initial workshop-type activities.
- ***Stakeholder Interviews***: Interviews with key stakeholders, such as: residents, business and property owners, architects, developers, community activists, and public officials, intended to identify unique opportunities and challenges.
- ***Survey***: A mail, phone, and/or other survey technique to establish overall community goals and potential areas of concern.

- **Community Workshops:** Interactive public events that help refine any preliminary findings (such as from the stakeholder interviews and survey results) into specific alternatives. The workshops should help community members reach common ground.
- **Working Group:** An advisory group of residents, elected/appointed officials, staff, and other stakeholders to regularly review the progress of the visioning process and provide input to the consultant and staff within a public forum.
- **Project Web Site:** Expand or supplement the City's website to provide all relevant information about the project, including: staff reports, presentations, project schedule, and related documents.
- **Newsletter:** Quarterly supplement to the CityWise newsletter to inform the community of the progress of the project, including opportunities for involvement.
- **Mobile Workshop:** A structured tour of nearby development to view representative projects and discuss options in an informal setting.
- **Speaker Series:** Preliminary and on-going educational sessions to inform community members and the working group on topics related to planning and transportation concepts with specific relevance to the vision plan.
- **School Outreach:** Program to reach out to local students and their parents with items such as presentations, assignments, and contests.
- **Planning Commission Meetings**
- **City Council Meetings**
- **Other Items:** The consultant should include any additional tasks that would help achieve the goal of reaching out to and engaging a broad range of community members.

The final product will be a document that clearly and succinctly states the community's vision for redevelopment of the 84<sup>th</sup> Street corridor, along with a complete description of the visioning process by which the plan was created. The Vision Plan should provide a foundation for a subsequent Implementation Plan that may include changes to the current development regulations, however this would be a separate project, and the Vision Plan may or may not include any specific changes to the current regulations.

## Section 4: Proposal Content

### Cover Letter

Please begin with a letter introducing your firm and summarizing your general qualifications and your specific approach to completing the requested visioning process. This section should indicate the length of time for which the proposal is effective (minimum of 90 days).

### Work Program

Please provide a detailed plan for the services to be provided. Identify any tasks that City staff are expected to complete.

### Schedule

The proposal shall include a preliminary project schedule that identifies milestones and completion dates by task from the beginning through formal review and acceptance of the Vision Plan by the City Council. Initial project work should commence in January 2009, with the kick-off meeting and other public activities starting in February 2009. The project should conclude within 12 to 14 months from the date of commencement.

### Budget and Fees

The consultant should provide a fee estimate, on a task-by-task basis. The proposal shall include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each task, expressed in person-hours. The proposed budget is to be presented as not-to-exceed, with all overhead/expenses included in the figure. The consultant should outline the terms of payment, based on monthly billings to the City.

### Key Personnel

The consultant should provide the names of key personnel, their respective titles, experience, and periods of service with the firm. Please clearly identify the primary contact for the proposal. If sub-consultants will be used in any aspects of the plan, include details for these sub-consultants in this section.

### Qualifications/Project List

Provide a synopsis of previous projects of a similar nature (*maximum of 10 examples*), focusing particularly on the five criteria listed in Section 2, along with relevant background information. For projects that were completed by a team of consultants, please clarify the specific contribution of your firm.

### Availability

Provide a brief statement of the availability of key personnel of the firm to undertake the proposed project.

### References

Names and contact information of persons whom the City can call for references regarding the firm's performance, preferably on similar projects.

## **Section 5: Selection Process**

Please submit ten (10) bound copies, one (1) unbound, single-sided copy on standard-weight paper (no heavy-weight paper or tabbed dividers), and one (1) CD-R including a PDF copy of your proposal at your earliest convenience, but no later than October 6, 2008, at 4:30 p.m. to:

Pamela A. Buethe, City Clerk  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Proposals will be reviewed by an internal review committee. The review committee will conduct interviews during the week of October 27, 2008, with the intent of providing a single recommendation for the review and approval of the full City Council at a public meeting on December 2, 2008.

#### **Section 6: Evaluation, Right to Reject, Etc.**

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors, and may or may not be on the basis of lowest cost to the City. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

#### **Section 7: Enclosures**

- Zoning Map and Future Land Use Plan Map
- 84th Street Corridor Map – Potential Study Area

*If you have any questions during the preparation of your proposal, please contact Pam Buethe, City Clerk, at (402) 331-4343.*

## **WORK SCOPE, COSTS AND SCHEDULE**

### **84<sup>th</sup> Street Redevelopment Vision Plan**

#### **Section 1: Draft Scope of Services**

##### **Task A. Project Start-Up**

In this task, the consultant will work with City staff to initiate the project and gain an understanding of the Plan Area.

###### **1. Project Start-Up Meeting**

The consultant will attend a meeting with City staff to identify concerns and issues, review information needs and discuss expectations for the process and products. During this meeting, key stakeholders and agencies that are important to the development of the Vision Plan will be identified in preparation for the Stakeholder Meetings, Task B.2. In addition, any necessary scope and schedule refinements will be identified in preparation for Task A.3.

###### **2. Study Area Tour**

Following the project start-up meeting, the consultant will tour the Plan Area with City staff to discuss issues and opportunities related to the 84<sup>th</sup> Street corridor. The consultant will take digital photographs of key locations and the surrounding context to document the Plan Area's characteristics. We will discuss specific stops and routing options for the walking tours to be conducted in Task B.5.

###### **3. Scope Refinement**

If necessary, the consultant will refine the project scope of work, including the public outreach program or schedule, to reflect the discussion held with City staff during the Project Start-Up Meeting. If necessary, the scope of work for this project can be modified as the Vision Plan process proceeds. The consultant will work with City staff to determine when substitutions may be made during the process and how to keep these changes within the existing project budget.

###### **4. Review Existing Materials**

The consultant will review the existing materials that are currently being collected related to traffic studies and other plans for projects within the Plan Area. In addition, the consultant will review the results of the National Citizen's Survey conducted in November of 2007.

###### **5. Community Survey Development**

The consultant will work with City staff to develop a community survey that follows up on the National Citizen's Survey. It will be tailored to the issues to be addressed based on that feedback and other topics of concern or interest. The survey will include some or all of the following elements:

- ♦ Map of the Plan Area for participants to mark specific locations.

- ◆ Traffic circulation (vehicular or pedestrian) questions.
- ◆ Specific location/segment questions.
- ◆ Open-ended questions prompting other input.

The consultant will create a final survey that is a manageable length, that allows participants to know what is expected of them when they participate, and is structured so the results feed clearly into the overall Vision Plan process. As the survey is being created, the consultant will work with City staff to develop a plan for implementing the survey, such as including it as a supplement to the CityWise quarterly newsletter and distribution via the project website in Task A.8, and how to create 'buzz' among potential respondents.

#### **6. Establish Working Group**

The consultant will work with City staff to establish the Working Group for the Vision Plan. The consultant will suggest departments and agencies that should be represented on the Working Group, and the City will be responsible for determining who should participate. Given the level of interest and the need for participation from diverse interests within the City (such as City Council members, Planning Commission members, Park Board members, residents, merchants and property owners), the Working Group should number in the range of 14 to 18 people. The Working Group will be appointed through a process as directed by the City Council. The consultant will prepare brief summaries of each Working Group meeting.

The consultant will work with the City to establish expectations for the Working Group. It is expected that the members of the Working Group can provide a connection to other community members who might participate in other portions of the work, such as Stakeholder Meetings. The Working Group meetings will be publicly accessible and will include a period for public comment.

#### **7. Base Map Preparation**

The consultant should use ArcView version 9.2-compatible shapefiles and/or geodatabases provided by the City/County for the development of a detailed base map and subsequent thematic maps to be used throughout the planning process. The base map will show the Plan Area boundary and surrounding areas for context, parcel boundaries, and other relevant features. After creating the initial base map, the consultant will provide a copy to the City for review and approval prior to use in subsequent phases of the project.

At the conclusion of the project, a CD will be provided to the City containing all original data as well as project-specific data layers modified or created by the consultant.

#### **8. Project Website Update**

The consultant will update the project on the City's website, which will continue to be hosted by the City of La Vista. The consultant will provide ongoing updates on

the main project page as well as posting newsletters, new documents, information about upcoming meetings and meeting summaries.

#### 9. Targeted Outreach

The consultant will coordinate with business, church, community, social, school-related or other local community groups and conduct on-site meetings to provide information about the Vision Plan process and encourage the participation of the targeted group. The meetings will be scheduled separately from the Vision Plan Community Workshops with the specific goal being to increase attendance at the workshops by members of the target groups. This task will include meetings with up to five groups in advance of the first Community Workshop meeting.

#### 10. Speaker Series/Educational Forums

Throughout the Vision Plan project, the consultant will coordinate a speaker series related to planning and transportation topics with specific relevance to the Vision Plan process. Up to four Educational Forum events will be provided during the Vision Plan process. The consultant will develop a list of topics and potential speakers, with a focus on topics that will be informative to the Vision Plan project. After sharing these with City staff, the consultants will arrange for speakers, setting up dates and times; then provide the information on each scheduled speaker to City staff, including a short bio and description of the speaker's topic. At least one representative of the consultant will attend each Educational Forum event.

### Task B. Initial Outreach

In this task, the consultant will focus on reaching out to the community in multiple ways to develop further momentum for the project and begin to devise possible alternatives to future development of the Plan Area.

#### 1. Newsletter #1

The consultant will create a supplement to the CityWise quarterly newsletter summarizing progress on the Vision Plan to date and describing initial opportunities for input, such as the Community Survey noted in Task B.3, and dates for the Public Walking Tours and Community Workshop meetings. This and subsequent newsletters will use the same format for project identification and will be posted on the project website.

#### 2. Stakeholder Meetings

The consultant will conduct up to eight Stakeholder Meetings, based on a list to be developed in conjunction with City staff. The meetings could be with one person, or with a group of people with similar interests, such as several merchants. These small, interest-focused group meetings give more people a chance to participate in the interview process and can spark useful discussion among the participants. The consultant will produce a memorandum summarizing the information gathered in the Stakeholder Meetings. The

memorandum will include key issues identified by stakeholders but will preserve the anonymity of individual participants.

### 3. Community Survey

The most opportune time to administer the community survey is in conjunction with Newsletter #1. This gives participants an incentive to read both the newsletter and the survey and increases the response rate. The survey, as developed in Task A.5, will be prepared by the consultant in a style compatible with the newsletter. The consultant will also post the survey on the website and have copies available to hand out during the Initial Outreach activities and will use those opportunities to increase the level of input received from the survey.

### 4. Working Group Meeting #1

At the Working Group's first official meeting, a formal overview of the Vision Plan process will be provided and the Working Group's role in that process will be explained. The consultant should also present the draft walking tour route, including key stops, and ask the members for their feedback in advance of the public walking tours. This will allow the Working Group to immediately begin delving into the issues of the 84<sup>th</sup> Street corridor. The Working Group members will be asked to join the Public Walking Tours described in Task B.5.

### 5. Public Walking Tours

Once the Working Group has given its feedback on the Walking Tour route, the consultant will finalize the tour routes with City staff. There will be approximately four public walking tours of the Plan Area. These will be held on two successive (day of the week) mornings. For all the tours, the consultant will provide each group with a digital camera. Within each group a photographer will be selected to take pictures of places that the group considers to be notable. In conjunction with those photos, a note-taker will be selected to write down the reason for the photo being taken. This approach will give the consultant valuable information from the tours regarding items of importance to the walking tour participants. Where appropriate, these photos will be used in presentations as the project progresses to illustrate issues raised by community members. The consultant will provide tour guides for each event and will request that staff be on hand to provide additional assistance and staffing. In the event of inclement weather, the consultant will plan to proceed with the walking tours unless City staff directs that the tour be postponed and the subsequent tasks be delayed similarly.

### 6. Mobile Tour

The consultant will coordinate and provide a guided bus tour for the Working Group and City staff. The goal of the bus tour will be to visit good examples of projects, sites and neighborhoods that are relevant to the Vision Plan process. The tour will provide Working Group members with a range of case studies that show examples of successful community development projects in a series of similarly scaled development conditions. This tour should take place on a weekday and will last ½ to ¾ of a day.

## 7. Community Workshop #1

At the first Community Workshop, the consultant will start with a brief summary of the process that will be followed to develop the Vision Plan. Following that introduction, the results of the walking tours will be provided, summarizing opportunities and constraints that were heard from walking tour participants. The issues, concerns and ideas identified by stakeholders in Task B.2 will be summarized. The attendees will be asked for additional input on opportunities and constraints.

Following the discussion of opportunities and constraints, the consultant will provide a brief presentation on the interrelationship of land use and circulation along transportation corridors such as 84<sup>th</sup> Street. This educational presentation will provide context for participants as they work to develop a vision for the 84<sup>th</sup> Street Redevelopment Project. The presentation will be followed by questions from the audience and discussion facilitated by the consultant and City staff.

Similarly, the consultant will present a summary of the range of economic possibilities. This will include a discussion of the types of businesses that the community could expect to see develop along 84<sup>th</sup> Street given the local market, parcel sizes and existing businesses in the area. The presentation will be followed by questions from the audience and discussion facilitated by the consultant and City staff.

## Task C. Developing a Vision

In this task, the consultant will work with the community to develop the vision that will ultimately become the plan.

### 1. Newsletter #2

The second supplement to the CityWise newsletter will summarize the information presented at Community Workshop #1 and will invite community members to participate in Community Workshop #2.

### 2. Working Group Meeting #2

The Working Group will review the results of Community Workshop #1, review the range of alternatives described in Task C.3 and provide input to the consultant on the types of alternative visions to be discussed at Community Workshop #2.

### 3. Range of Possible Alternatives

Based on the input received so far, the consultant will describe the range of alternative visions that could be developed in the Plan Area. The consultant will illustrate these ranges of possibilities for development along 84<sup>th</sup> Street with photographs and/or sketches. These will include possibilities for types of commercial or mixed-use development, as well as for treatment of the circulation

network and streetscape. The team will highlight key places within the Plan Area that have been identified through the process as either important to preserve or in need of change. The consultant will prepare a draft presentation summarizing these alternatives and provide City staff and the Working Group with the opportunity to provide input and review. A final presentation will be assembled by the consultant for use at Workshop #2.

#### 4. Community Workshop #2

At this second workshop, the consultant will present the range of alternatives developed in Task C.3. The consultant and City staff will work with the community in small groups to gather their feedback on these alternatives, including whether there are additional alternatives that should be considered and their preferences for each topic presented. Each small group will be asked to summarize their results, including expressing a preference for a particular set of alternatives.

### Task D. Vision Plan Preparation

In this task the input that was received in Task C will be taken and formed into a Vision Statement and Conceptual Plan that will become the primary content of the final Vision Plan.

#### 1. Community Vision Statement

The community's vision for 84<sup>th</sup> Street will be captured in a series of principles that summarize the direction that is foreseen for this area of the City. These will cover topics including types of development, approaches to circulation, and connections to the remainder of the City. These principles will be followed by a series of more specific goals that will help the community see how the vision can be achieved.

#### 2. Conceptual Plan

Accompanying the Vision Statement will be an illustrative plan and colored perspective drawings that illustrate the land uses envisioned in different portions of the Plan Area. The Conceptual Plan will also include a sample street cross-section and/or plan view to illustrate treatments for the Plan Area.

#### 3. Working Group Meeting #3

The Working Group will review the Vision Statement and Conceptual Plan, providing feedback and suggestions for refinement.

#### 4. Revised Vision Statement and Conceptual Plan

The consultant will work with City staff to determine the modifications to be made to the Draft Vision Statement and Conceptual Plan, working to incorporate feedback from both City staff and the Working Group. The consultant will prepare a Public Review Draft of these two components for use in the final Community

Workshop, Working Group meeting, and meetings with the Planning Commission and City Council.

#### 5. Newsletter #3

The third supplement to the CityWise newsletter will summarize the Community Vision Statement and Conceptual Plan. It will include a comment card for readers to provide comment directly to the City, as well as information on Community Workshop #3 at which participants will again have an opportunity to comment on these key components of the Vision Plan.

#### Task E. Vision Plan Refinement

In this task, the consultant will work with the community to refine the vision for the 84<sup>th</sup> Street corridor. The vision will be incorporated into a final report that sets the stage for the preparation of a Specific Plan/Implementation Plan.

##### 1. Community Workshop #3

At this final community workshop, the consultant will present the principles that make up the Vision Statement, illustrating them for the participants with examples of places that show how the principles could be followed in La Vista. The consultant will also present the Conceptual Plan, showing how the principles would be applied in specific places throughout the Plan Area. The consultant and City staff will work with the group as a whole to go through the principles and Conceptual Plan in more detail, answering questions and gathering input from the participants.

##### 2. Working Group Meeting #4

The fourth Working Group meeting will give the members a chance to see the changes that have been made to the Vision Statement and Conceptual Plan since they saw them initially, and to hear how they were received by the public. The consultant and City staff will describe the remainder of the process to the Working Group and explain their involvement through the final phases of the project.

##### 3. Planning Commission Workshop

The Planning Commission workshop will be held at a time when several hours can be devoted to their review of the Vision Statement and Conceptual Plan. The format will be that of a workshop rather than a hearing, so the Commissioners are able to sit around a table together to look at maps and diagrams, review the process and understand the results. The Planning Commission will be asked to give detailed feedback on the Vision Statement and Conceptual Plan. This information, and any recommendations for modifications, will be forwarded to the City Council. The consultant will facilitate this workshop.

##### 4. City Council Meeting

The City Council will have the opportunity to review the Vision Statement and Conceptual Plan and will hear a summary of the process from which they

resulted. The Council members will also hear a summary of recommendations from the Planning Commission and will be asked to recommend that the consultant move ahead with preparation of a final Vision Plan, with any modifications requested by the City Council. The consultant will attend and make the presentation at this meeting.

## 5. Final Vision Plan

The consultant will prepare an Administrative Draft of the Final Vision Plan for City staff review. It will include the following components:

- ◆ **Introduction and Summary of Process.** This section will set the stage for the remainder of the document, summarizing why the Vision Plan was undertaken, the process that led up to the Vision Plan and how this fits into other planning efforts in La Vista.
- ◆ **Vision Statement.** The Community Vision Statement will include broad principles for the future of the 84<sup>th</sup> Street corridor, followed by a series of more specific goals identifying how the vision can be achieved.
- ◆ **Conceptual Plan.** The Conceptual Plan will graphically illustrate the Vision Statement, providing a land use diagram showing the types of uses envisioned in the Plan Area, and including street cross-sections and/or plan views where appropriate.
- ◆ **Next Steps.** The final section of the Vision Plan will provide a descriptive list of necessary tasks to implement the vision, such as a Specific Plan/Implementation Plan, Zoning Ordinance amendments and/or Comprehensive Plan amendments. Once City staff has reviewed the administrative draft and provided comments, the consultant will prepare a Final Vision Plan for publication.

## 6. Newsletter #4

This final supplement to the CityWise newsletter will summarize the information in the Final Vision Plan, indicate how interested readers can get a copy and explain what will happen next as the City works toward the implementation of the resulting 84<sup>th</sup> Street Redevelopment Project.

## **Section 2: Cost**

The estimated cost to complete this scope of work must be provided. The consultant will complete this scope of work for a fixed fee not to exceed this amount. The billing rates for each team member must be included in a table.

### A. Cost Guarantee

A statement regarding a guarantee that the firm will complete a contracted scope of work for the contracted cost must be provided. Any in-contract cost overruns are absorbed by the firm and are not passed on to the client. The consultant should submit their standard contract for review as part of the proposal.

### B. Assumptions

This scope of work and cost estimate assumes that:

- ◆ Billing rates for this project are guaranteed through (date).
- ◆ City staff will act as a clearinghouse for comments on all draft documents and will provide the consultant with a single, internally reconciled set of comments on each draft.
- ◆ There will be a single round of intensive review and revision to each of the draft documents. If City staff feels that review of a second draft is needed, a contract amendment allowing additional work may be allowed.
- ◆ The consultant will use ArcView version 9.2-compatible shapefiles and/or geodatabases from City/County staff for the development of the project's base map and subsequent thematic maps. All files delivered by City staff are assumed to be current, spatially accurate and aligned with one another, and referenced to a common coordinate system appropriate for the area. Each shapefile will arrive with the appropriate coordinate system definitions (i.e. .PRJ files); likewise, the coordinate system of geodatabases, if applicable, will contain proper coordinate system definitions. This scope assumes that the City's/County's existing GIS information, including attribute data, are essentially complete and that any needed adjustments by the consultant will be minor. A maximum of 8 hours will be allotted for data quality control procedures. Additionally, the consultant will expect metadata documentation for each shapefile and/or geodatabase submitted for this project including, but not limited to, data author and description, data creation date, attribute field definitions, and frequency of data updates.
- ◆ After creating the initial base map, the consultant will provide a copy to City staff for review and approval prior to use for subsequent mapping work. At the conclusion of the project, the consultant will provide a CD to City staff containing all original data as well as project-specific data layers modified or created by the consultant along with pertinent metadata documentation.
- ◆ All products will be submitted to City staff in electronic (PDF) format, except for printed copies that are specifically identified in Section 3.
- ◆ This project will include an allowance for printing shown in Section 3 below. This is an allowance only, based on the numbers of products and copies shown in Section 3.
- ◆ City staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations for speakers in Task A.10, meeting room set-up and take-down, and refreshments.
- ◆ The consultant will provide up to three facilitators for the Community Workshops. Additional facilitators will be drawn from City staff or the Working Group members. The consultant will provide training for facilitators immediately before each workshop.
- ◆ The consultant will be responsible for designing notices for Community Workshops, and will provide the City with an electronic version of the workshop flier for printing and mailing, or posting in other manners.

### **Section 3: Products**

- ◆ Newsletter #1 (Task B.1)

- ◆ Working Group Meeting #1 Summary (Task B.4)
- ◆ Walking Tour Map (Task B.5)
- ◆ Photos from Mobile Tour posted to project website (Task B.6)
- ◆ Newsletter #2 (Task C.1)
- ◆ Working Group Meeting #2 Summary (Task C.2)
- ◆ Draft Alternatives Presentation (Task C.3)
- ◆ Final Alternatives Presentation (Task C.3)
- ◆ Working Group Meeting #3 Summary (Task D.3)
- ◆ Newsletter #3 (Task D.5)
- ◆ Working Group Meeting #4 Summary (Task E.2)
- ◆ Administrative Draft Final Vision Plan (Task E.5)
- ◆ Final Vision Plan (Task E.5)
  - 1 screencheck version in Word and PDF format
  - 25 color printed copies
  - 1 camera-ready, unbound, printed color copy
  - 1 version in Word on writable CD
  - 1 PDF version on CD
- ◆ Newsletter #4 (Task E.6)

#### **Section 4: Schedule**

The schedule for the work will be graphically presented in a figure.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADVERTISEMENT OF BIDS – CART CORRALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement of bids to construct cart corrals for Off Street Parking District I.

**FISCAL IMPACT**

The FY 2007/08 Off Street Parking District I account provides funds for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

During the 2007/08 budget hearings funding was provided for the purchase of trash receptacles and cart corrals for the Off Street Parking District I. On July 1, 2008, the City of La Vista entered into an Agreement for Professional Services with Beringer Ciaccio Dennell Maybrey, Inc. (BCDM), for design and development of said cart corrals. The following bid schedule is proposed:

Advertisement of Bids	August 20, 2008
Bid Opening	September 9, 2008
Award Contract	September 16, 2008

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ADVERTISEMENT OF BIDS FOR CONSTRUCTION OF CART CORRALS FOR OFF STREET PARKING DISTRICT I.

WHEREAS, the City Council has determined that installation of cart corrals at Off Street Parking District I is necessary; and

WHEREAS, the FY 2007/08 Budget - Off Street Parking District I provides funding for the proposed project; and

WHEREAS, Beringer Ciaccio Dennell Maybrey, Inc., has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the City of La Vista hereby authorizes the advertisement of bids for construction of cart corrals for Off Street Parking District I in accordance with plans and specifications prepared by Beringer Ciaccio Dennell Maybrey, Inc., and said bids are to be opened and publicly read aloud at 1:30 p.m. at the offices of Beringer Ciaccio Dennell Maybrey, Inc., 1015 North 98<sup>th</sup> Street, Suite 300, Omaha, Nebraska.

Advertisement of Bids	August 20, 2008
Open Bids	September 9, 2008 – 1:30 p.m.
Award Contract	September 16, 2008

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY AUGUST 2008

CITY OF LA VISTA

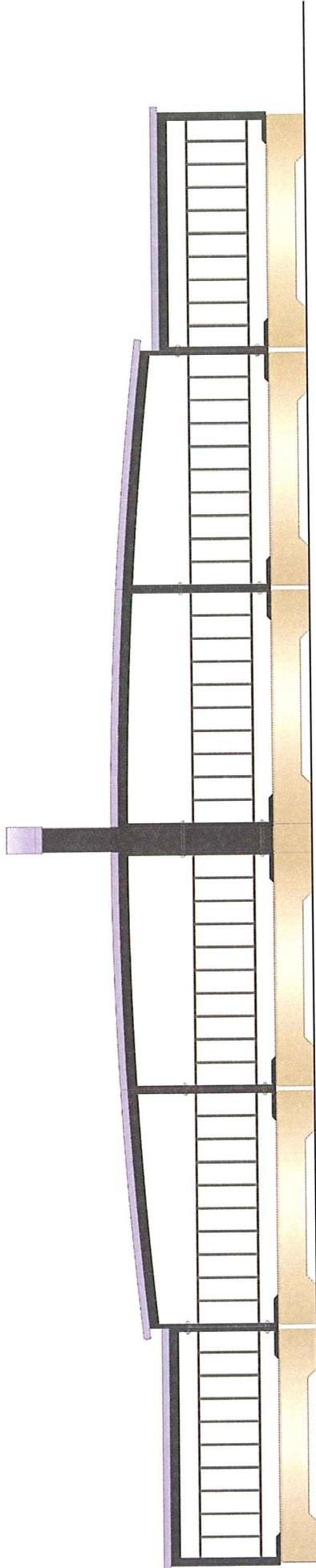
---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



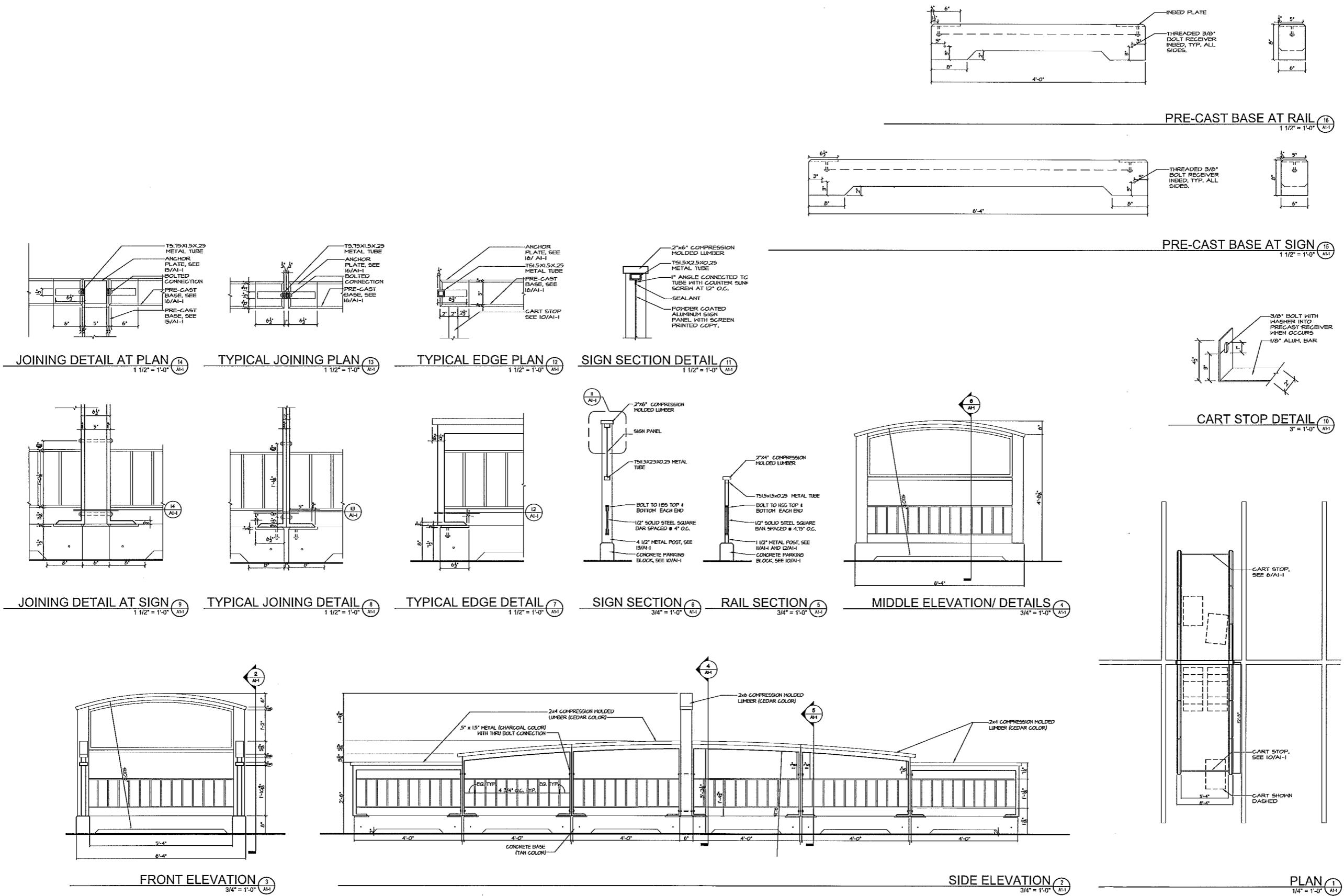
## Cart Corral

*La Vista, Nebraska*



## *PLAN & ELEVATIONS*

Beringer Ciaccio Dennell Madrey  
architecture • landscape architecture • interior design • construction management  
Omaha • Des Moines



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONTRACT FOR PROFESSIONAL SERVICES – GIS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a contract with Kirkham Michael & Associates, Inc. for professional services to provide conversion of storm water data into a Geographical Information System (GIS), in an amount not to exceed \$10,000.00.

**FISCAL IMPACT**

Funding for this project is provided by a Storm Water Management Grant that was awarded to the City of La Vista by the Nebraska Department of Environmental Quality (NDEQ). The City received approximately \$19,871.00 in funding from NDEQ from a 2006 Grant disbursement. An additional \$25,000.00 of grant funding was secured in 2007.

**RECOMMENDATION**

Approval

**BACKGROUND**

In May 2008 the City of La Vista contracted with Kirkham Michael & Associates, Inc. on a GIS Conversion Storm Sewer Pilot project in an amount not to exceed \$4,900.00. The pilot project encompassed an area south of Harrison; west of 69<sup>th</sup> Street; north of Lillian Avenue and east of 76<sup>th</sup> Street. The project involved collection of all storm sewer data in the pilot area. All the data has now been placed on a GIS layer that will be accessible electronically by all city departments. The proposed contract will complete all remaining storm sewer data east of 96<sup>th</sup> Street.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO KIRKHAM MICHAEL & ASSOCIATES, INC., OMAHA, NE, FOR PROFESSIONAL SERVICES TO PROVIDE CONVERSION OF STORM WATER DATA INTO A GEOGRAPHICAL INFORMATION SYSTEM (GIS) IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that said project is necessary; and

WHEREAS, the FY 2007/08 Storm Water Management Fund provides funding for the proposed project; and

WHEREAS, the project is recognized in the City of La Vista's Storm Water Management Plan that is annually submitted to the Nebraska Department of Environmental Quality; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that authorization is given to execute a contract with Kirkham Michael & Associates, Inc., Omaha, Nebraska, for professional services to provide conversion of storm water data into a Geographical Information System, in an amount not to exceed \$10,000.00.

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF AUGUST 2008

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

August 8, 2008

RE: Contract for Professional Services  
GIS Conversion Storm Sewer Project  
City of La Vista

Mr. Joe Soucie  
Director of Public Works  
City of La Vista  
9900 Portal Road  
La Vista, Nebraska 68128

Dear Mr. Soucie:

Kirkham Michael is pleased to submit this proposal for the GIS Conversion Storm Sewer Pilot project for the City of La Vista. The project will consist of several separate tasks; Project Kick Off meeting, Data Evaluation, Geodatabase Data processing, Project Area, Quality Control and the final Project Deliverables.

#### **Task 1: Project Kick off Meeting**

A meeting will be scheduled before project work begins to encourage City staff input and to establish and communicate the project goals, expectations, schedule, and quality standards. The lists of items that will be discussed at this meeting include, but are not necessarily limited to, the following:

1. Project goals and overall quality parameters, and the data acceptance criteria
2. Information and data provided by the City
3. Project Schedule
4. Project Area
5. Quality Control Review and Documentation
6. Project Deliverables

#### **Task 2: Geodatabase for La Vista**

In accordance with the pilot project the Storm Sewer System manholes, will be identified with a unique manhole number which will be generated by the drainage basin. The drainage basin with the largest number of manholes will be used to ensure the numbering system is adequate. Numbering will start at the downstream base or trunk, and work upstream along path.

We will also continue the following items that were established within the pilot geodatabase. Those items consist of the following:

- Establish relationship classes between feature classes in a feature dataset. For example, storm sewer inlets, manholes and pipes are physically attached to one another. By setting up a relationship class, when a storm sewer pipe is moved, its associated attributes move with it;
- Create geometric networks for modeling connectivity and performing trace and path finding analysis;
- Store custom features that represent real-world features more accurately.



---

Mr. Joe Soucie  
August 8, 2008  
Page 2

### **Task 3: Data Processing**

Data processing starts with scanning of the pencil drawings followed by digitizing the scanned information into an Electronic AutoCAD drawing file. The attribute values will then be separated by layer, and converted to a custom geodatabase format with a Nebraska State plane local projection. Any additional data from the scanned pencil drawings will be manually separated by line, point, or text into separate layers and imported into the GIS System. Each type of storm sewer pipe, inlets, manholes and other features will contain an attribute, or label embedded into a geodatabase, so that the user is able to locate features in multiple ways.

### **Task 4: Project Area**

The Kirkham Michael Team will convert and load information into the established La Vista storm sewer database that was created from the pilot project. The Project area boundaries will be 96<sup>th</sup> Street on the west, to 66<sup>th</sup> street on the east, Harrison Street on the north to Giles Road on the South. Please refer to (Attachment 1) of this proposal for the map of the project area.

### **Task 5: Quality Control**

Quality Control will be completed by the Principal on the project and the GIS Analyst. They will compare the converted data to the original data, and verify any horizontal and vertical errors that are within the spatial accuracy of the database. Secondly, for quality control, a random selection of features from each layer will be generated, and compared to the original data.

### **Task 6: Project Deliverables**

The deliverable items that will be provided to the City of La Vista for the Pilot Project include the following:

1. A custom GIS utility geodatabase of the Storm Sewer System layer and attributes based on the Utilities CAD file
2. A custom GIS cadastral geodatabase of the other features based on the CAD information
3. A printed geodatabase structure (schema) in PDF format detailing the data and attributes features of each custom geodatabase

### **Compensation**

For the above described services, Kirkham Michael shall be paid a lump sum fee of Ten Thousand Dollars (\$10,000.00). This amount includes our professional services fee and project related reimbursable expenses. You will be invoiced on a monthly basis for services rendered during the preceding month.



---

Mr. Joe Soucie  
August 8, 2008  
Page 3

*General Provisions.* Kirkham Michael General Terms and Conditions are attached and incorporated as an integral part of this letter agreement.

We propose that this document serve as our contractual agreement. Please execute this document by signing both copies and returning one copy to us. The returned executed copy will serve as our Notice to Proceed.

Thank you Joe, for your consideration and if you have any questions, please do not hesitate to contact me at (402) 255-3834.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Mike Preston  
GIS Manager

RLR/MP:sjt

Enclosure

Copy to: J. Frederiksen – Kirkham Michael Omaha

S:\43\GIS\Prop\_City Lavista 08052008 .doc

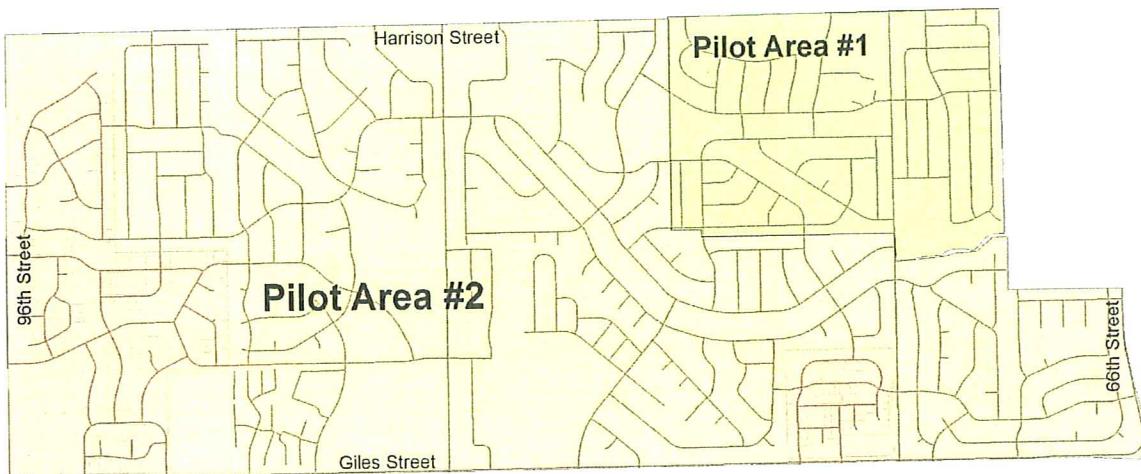
Rich L. Robinson, P.E.  
Senior Vice President

**ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED**

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

\_\_\_\_\_  
Authorized Representative  
City of La Vista

Attachment 1



**EXHIBIT A**  
**Kirkham Michael**  
**Terms and Conditions**  
**For**  
**Engineering Services Agreements**

**1. AUTHORIZATION TO PROCEED**

Signing of the accompanying agreement for engineering and related services shall be authorization by the Client for Kirkham Michael (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.

*The client shall pay Kirkham Michael a retainer in the amount of \$0.00 before work is to proceed.* The retainer shall be applied against the last invoiced amount and any interest charges that may have been incurred.

**2. STANDARD OF PRACTICE**

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

**3. INVOICING AND PAYMENT**

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt.

The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

**4. ADDITIONAL SERVICES**

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

**5. CONSTRUCTION COST ESTIMATES**

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

**6. LIMITATION OF LIABILITY**

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.

**7. CONSEQUENTIAL DAMAGES**

The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**8. OWNERSHIP OF DOCUMENTS**

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

**9. TERMINATION**

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

**10. GOVERNING LAW**

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Kirkham Michael.

THE AGREEMENT AND THESE TERMS AND CONDITIONS EXPRESS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT OR CONTRADICTORY PROVISIONS CONTAINED IN ANY PROPOSAL, CONTRACT, NOTICE TO PROCEED, OR LIKE DOCUMENT REGARDING KIRKHAM MICHAEL'S SERVICES. IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 19, 2008 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF ICE CONTROL SALT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of Ice Control Salt in an amount not to exceed \$25,000.00. Multiple vendors may be utilized to complete the purchase.

**FISCAL IMPACT**

It is anticipated that the General Fund Street Maintenance Fund will be approximately \$23,000.00 over budget and funded through savings in other areas of the general fund.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Public Works Department requested a one time purchase of salt in order to change the regular purchasing schedule for road salt. In the past, salt orders were placed immediately following the new budget year. Complications have developed over the last several years when orders were placed this late in the year. Unusually bad winters nationwide contributed to widespread shortages of material. In conjunction, trying to get salt delivered in October and November coincides with the harvest season and all trucking firms are involved with hauling crops; thus creating a delivery problem. It is anticipated that this purchase of salt will cover operations for the entire winter; thus allowing the next salt purchase to transpire in the summer of 2009 as part of the regular budget line item for winter maintenance.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT IN AN AMOUNT NOT TO EXCEED \$25,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

WHEREAS, the purchase has been included in the FY 2007/08 General Fund; Street Maintenance year-end estimates; and

WHEREAS, orders for the ice control salt maybe placed with multiple vendors; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt in an amount not to exceed \$25,000.00.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST 2008

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR BEYOND GOLF LLC DBA BEYOND GOLF, LA VISTA, NEBRASKA.

WHEREAS, Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 19TH DAY OF AUGUST 2008.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

и

---

---

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

---

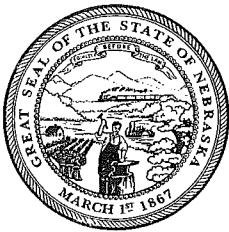
---

**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- LIQUOR LICENSE  
**DATE:** 7/18/2008  
**CC:**

---

The police department conducted a check of computerized records on the applicants, Joshua Galvin and Kimberly O'Mara for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants have traffic entries only.





**Dave Heineman**  
Governor

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

RE: Beyond Golf

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

**TWO KEY TIME FRAMES TO KEEP IN MIND ARE:**

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body,
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS, AND A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

Jackie B. Matulka

NEBRASKA LIQUOR CONTROL COMMISSION  
Jackie B. Matulka  
Licensing Division

Enclosures **Rhonda R. Flower**  
Commissioner

**Bob Logsdon**  
Chairman

**Pat Thomas**  
Commissioner



# RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

August 11, 2008 JBM

Date Mailed from Commission Office: **July 11, 2008**

I, \_\_\_\_\_ Clerk of \_\_\_\_\_  
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**Beyond Golf LLC DBA Beyond Golf**

**126<sup>th</sup> & Giles Road, Eastport Parkway, Suite 9/10, La Vista, NE 68128 (Sarpy County)**

**NEW APPLICATION for Class C 82199**

**45 days – August 25, 2008**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

**Check one:** Yes \_\_\_\_\_ No \_\_\_\_\_

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission.

**Check one:** Yes \_\_\_\_\_ No \_\_\_\_\_

3. Date of hearing of Governing Body: \_\_\_\_\_

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

\_\_\_\_\_

\_\_\_\_\_

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

7. **Check one:** The motion passed: \_\_\_\_\_ The motion failed: \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

\_\_\_\_\_

\_\_\_\_\_

(Attached additional page(s) if necessary)

**SIGN HERE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(Clerks Signature)



**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST**

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

82199

JM

**RECEIVED**

JUL 09 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Applicant Name Beyond Golf, LLC

Trade Name Beyond Golf LLC

Previous Trade Name N/A

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

**REQUIRED ATTACHMENTS**

Each item must be checked and included with application or marked N/A (not applicable)

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.

2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.

4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.

NA 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

NA 6. If wishing to run on current liquor license enclose temporary agency agreement (**must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account**).

Bus No. 15/mm

NA 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

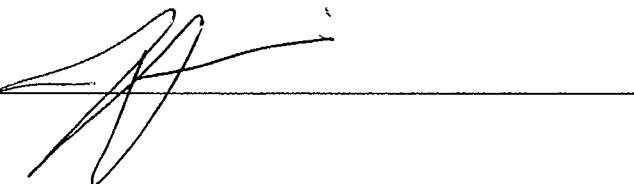
NA 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

Signature

A handwritten signature in black ink, appearing to read "John Doe". It is written in a cursive, fluid style with a long horizontal line extending to the right.

# APPLICATION FOR LIQUOR LICENSE

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

RECEIVED

JUL 09 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

## CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS(S)

### RETAIL LICENSE(S)

<input type="checkbox"/>	A	BEER, ON SALE ONLY	\$45.00
<input type="checkbox"/>	B	BEER, OFF SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	C	BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE	\$45.00
<input type="checkbox"/>	D	BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	I	BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	\$45.00

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

### MISCELLANEOUS

<input type="checkbox"/>	L	Craft Brewery (Brew Pub)	\$295.00	\$1,000 minimum bond
<input type="checkbox"/>	O	Boat	\$ 95.00	
<input type="checkbox"/>	V	Manufacturer	\$ 45.00(+license fee)	\$10,000 minimum bond
<input type="checkbox"/>	W	Wholesale Beer	\$545.00	\$5,000 minimum bond
<input type="checkbox"/>	X	Wholesale Liquor	\$795.00	\$5,000 minimum bond
<input type="checkbox"/>	Y	Farm Winery	\$295.00	\$1,000 minimum bond
<input type="checkbox"/>	Z	Micro Distillery	\$295.00	\$1,000 minimum bond

All Class C licenses expire October 31<sup>st</sup>

All other licenses expire April 30<sup>th</sup>

Catering expire same as underlying retail license

## TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

Individual License (requires insert form 1)  
 Partnership License (requires insert form 2)  
 Corporate License (requires insert form 3a & 3c)  
 Limited Liability Company (requires form 3b & 3c)

## NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

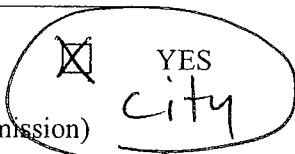
Name N/A Phone number: N/A

Firm Name N/A

**PREMISE INFORMATION**Trade Name (doing business as) Beyond Golf IIStreet Address #1 Eastport Parkway 126<sup>th</sup> & Giles RdStreet Address #2 Suite 9 & 10City La VistaCounty Sarpy #59 Zip Code 68128

Premise Telephone number \_\_\_\_\_

Is this location inside the city/village corporate limits:

 NO

Mail address (where you want receipt of mail from the commission)

Name Josh GalvinStreet Address #1 15411 Allan Dr

Street Address #2 \_\_\_\_\_

City OMAHACounty DOUGLASZip Code 68137**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

*located in Southport Shopping Center*

## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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.

JOSH GALVIN - NONE BESIDES TRAFFIC VIOLATIONS

KIM O'MARA - NONE BESIDES TRAFFIC VIOLATIONS

### 2. Are you buying the business and/or assets of a licensee?

YES  NO

If yes, give name of business and license number \_\_\_\_\_

- Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.
- Include a list of alcohol being purchased, list the name brand, container size and how many?

### 3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

YES  NO

If yes, attach temporary agency agreement form and signature card from the bank.

**This agreement is not effective until you receive your three (3) digit ID number from the Commission.**

### 4. Are you borrowing any money from any source to establish and/or operate the business?

YES  NO

If yes, list the lender WELLS FARGO

### 5. Will any person or entity other than applicant be entitled to a share of the profits of this business?

YES  NO

If yes, explain. All involved persons must be disclosed on application.

### 6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES  NO

If yes, list such items and the owner.

### 7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

YES  NO

If yes, explain.

**No silent partners**

8. Are you premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

YES  NO

If yes, list the name of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

SECURITY NATIONAL BANK

JOSH GALVIN Kim O'MARA

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. JOSH GALVIN - 80 hours per week

13. List the training and/or experience (when and where) of the person listed in #12 above in connection with selling and/or serving alcoholic beverages.

3+ years bartending at Chili's Bar & Grill

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date \_\_\_\_\_

Deed

Purchase Agreement

15. When do you intend to open for business? October 1, 2008

16. What will be the main nature of business? VIRTUAL GOLF COURSE

17. What are the anticipated hours of operation? MONDAY - SUNDAY 7:00AM - 1:00AM

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR FROM	TO	SPOUSE: CITY & STATE	YEAR FROM	TO
Josh Galvin: Omaha, NE	1974	2002			
Kim O'Mara Omaha, NE	1989	2008			

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. 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.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

✓  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

✓  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

State of Nebraska

County of Douglas

County of \_\_\_\_\_

The foregoing instrument was acknowledged before  
me this July 7, 2008 by

The foregoing instrument was acknowledged before  
me this \_\_\_\_\_ by

*Christine M. Logan*  
Notary Public signature

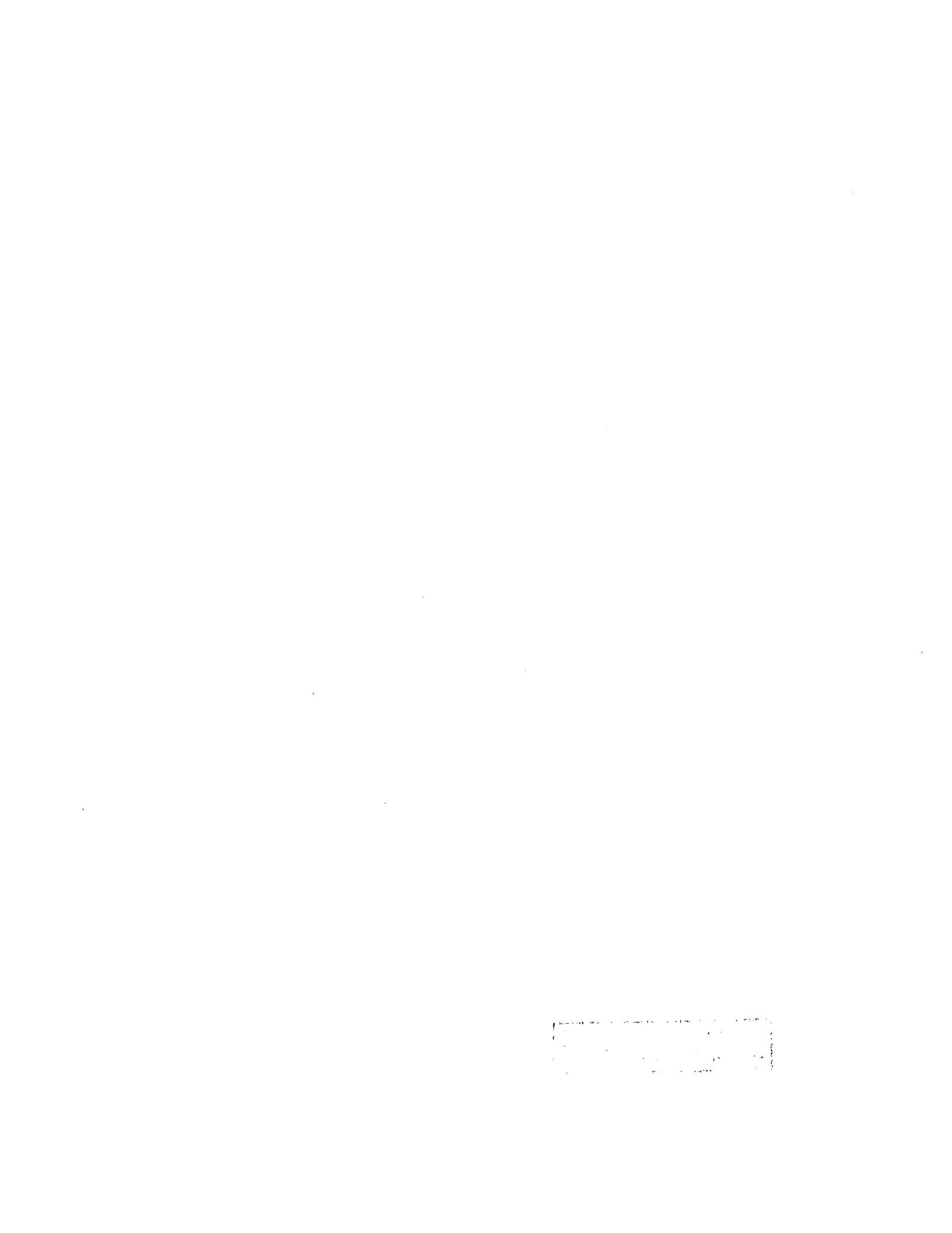
Notary Public signature

Affix Seal Here

	GENERAL NOTARY - State of Nebraska CHRISTINE M. LOGAN My Comm. Exp. Oct. 17, 2008
---	---

Affix Seal Here

in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.



Manager's information must be completed below PLEASE PRINT CLEARLY

Gender:  MALE  FEMALE

Last Name: GALVIN First Name: JOSHUA MI: Ryan

Home Address (include PO Box if applicable): 15411 ALLEN Dr

City: OMAHA State: NE Zip Code: 68137

Home Phone Number: 402-598-7877 Business Phone Number: 402-968-5115

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: OMAHA, NE

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

YES  NO

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

**APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS**

**APPLICANT**

**SPOUSE**

CITY & STATE		YEAR FROM      TO		CITY & STATE		YEAR FROM      TO	
OMAHA, NE		1979	2008				

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM      TO		NAME OF EMPLOYER		NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	2003	CELLA QUINN INVESTMENT SERVICES		ELSIE BAXING	402-392-2111
1999	2001	CHILI'S BAR & GRILL		TIM PATANIA	402-333-6303

**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](http://www.lcc.ne.gov)

Office Use

**RECEIVED**

JUL 09 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

*BU  
Enclosed*

**Corporation/LLC information**

Name of Corporation/LLC: Beyond Golf LLC

**Premise information**

Premise License Number: \_\_\_\_\_

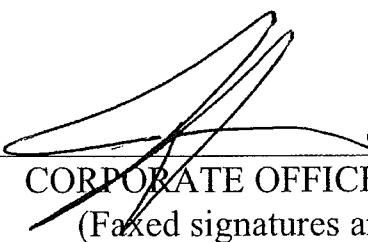
Premise Trade Name/DBA: Beyond Golf LLC

Premise Street Address: 126<sup>th</sup> & GILES RD (TBD) SUITES 9 & 10 / LOTS 4 & 5, SOUTHPORT EAST RETAIL C,  
64

City: LA VISTA State: NE Zip Code: 68128

Premise Phone Number: 402-968-8115 (ACTUAL PHONE TBD)

**The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.**

  
**CORPORATE OFFICER SIGNATURE**  
(Faxed signatures are acceptable)

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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.

JOSH GALVIN - NONE BESIDES TRAFFIC VIOLATIONS

KIM O'MARA - NONE BESIDES TRAFFIC VIOLATIONS

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

YES

NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

YES

NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the **Nebraska State Patrol for \$38.00 per person**)

YES

NO

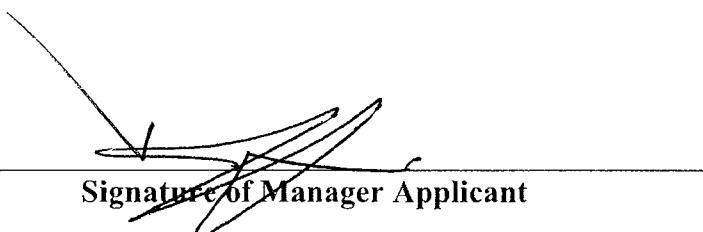
prints enclosed

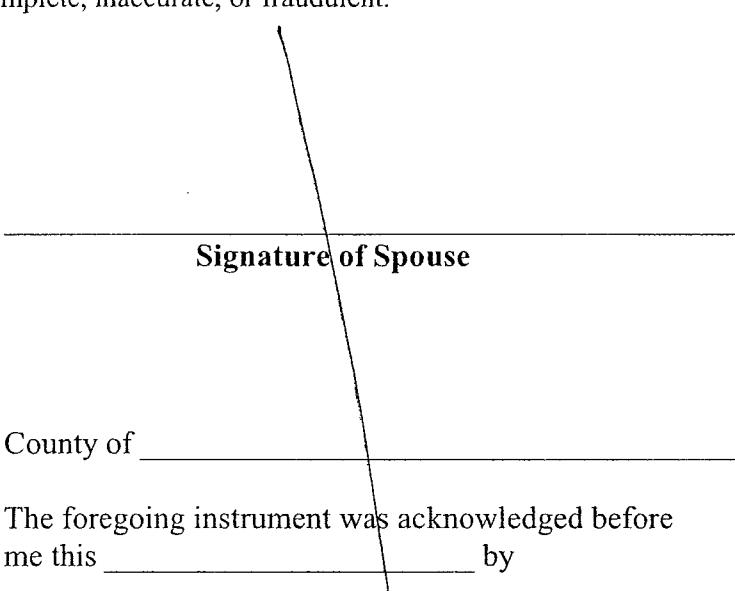
## PERSONAL OATH AND CONSENT OF INVESTIGATION

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.

  
**Signature of Manager Applicant**

  
**Signature of Spouse**

State of Nebraska

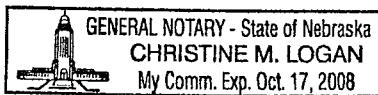
County of Douglas

The foregoing instrument was acknowledged before  
me this 7-8-08 by

  
**Notary Public signature**

  
**Notary Public signature**

Affix Seal Here



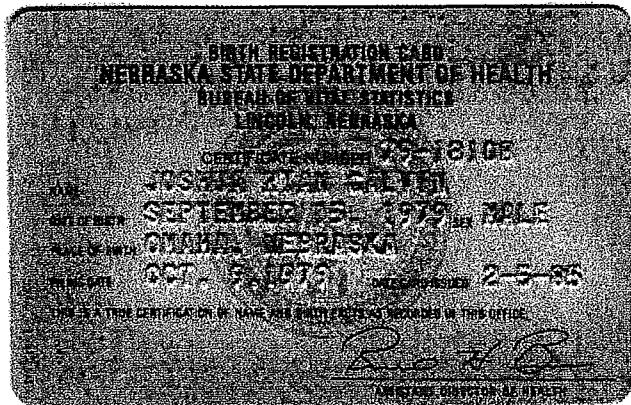
Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

RECEIVED

JUL 09 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION





**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

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

Office Use

**RECEIVED**

JUL 09 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

All LCC members, including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must provide a copy of their certified birth certificate or INS papers
- 3) Must submit their fingerprints (2 cards per person)
- 4) Must sign the signature page of the Application for License form (even if spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

✓ Name of Registered Agent: Josh Galvin

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Beyond Golf LLC

LLC Address: 15411 Allan Dr

City: OMAHA State: NE Zip Code: 68137

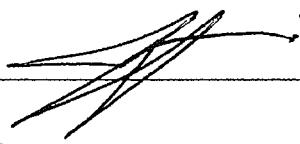
LLC Phone Number: 402-968-8115 Fax Number N/A

Name of Contact Member (Name and information of contact member must be listed on following page)

✓ Last Name: Galvin First Name: Josh MI: R

Home Address: 15411 Allan Dr City: OMAHA

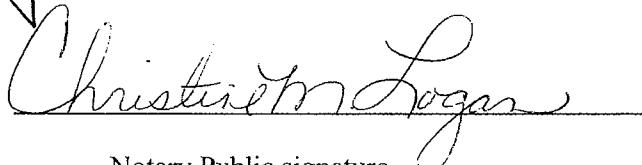
State: NE Zip Code: 68137 Home Phone Number: 402-518-7877



Signature of Contact Member

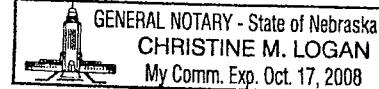
County of Douglas

The foregoing instrument was acknowledged before me this July 7, 2008 by



Notary Public signature

Affix Seal Here



List names of all members and their spouses (even if a spousal affidavit has been submitted)

✓ Last Name: GALVIN First Name: Josh MI: R *signed  
BC  
prints*

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: N/A Date of Birth: N/A

✓ Last Name: OMARIA First Name: Kimberly MI: S *signed  
BC  
prints*

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: N/A Date of Birth: N/A

✓ Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

✓ Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

✓ Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Is the applying Limited Liability Company controlled by another Corporation/Company?

YES

NO

If yes, provide the name of corporation/company and supply an organizational chart

---

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: JANUARY 1 Ending Date: DECEMBER 31

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

---

In compliance with the ADA, this limited liability company insert form 3b is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format



STATE OF

NEBRASKA

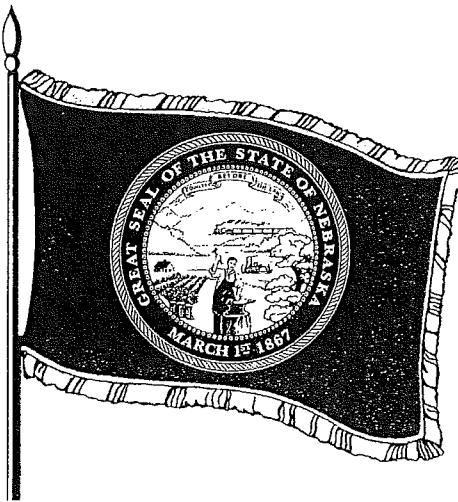
RECEIVED

JUL 09 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Department of State  
Lincoln, Nebraska

United States of America,  
State of Nebraska } ss.



I, John A. Gale, Secretary of State of Nebraska do hereby certify;

the attached is a true and correct copy of the Articles of Organization  
of

BEYOND GOLF, LLC

with its registered office located in OMAHA, Nebraska, as filed in this  
office on March 11, 2008.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State  
of Nebraska on March 11, 2008.

*John A. Gale*  
SECRETARY OF STATE



This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's  
financial condition or business activities and practices.

**ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY**  
Submit in Duplicate

John A. Gale, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509  
(402) 471-4079  
<http://www.sos.state.ne.us>

Name of Limited Liability Company Beyond Golf, LLC

Name must end with: limited liability company, ltd. liability company, ltd. liability co., L.L.C. or LLC.

Period of Duration Perpetual (may be perpetual)

Purpose for which the limited liability company is organized (attach additional page if necessary)

The purpose of Beyond Golf, LLC is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Nebraska including, but not limited to, make lots of money.

If organized to provide a professional service state the profession to be practiced: (see Page 3 for professions required to be reported)

Principal place of business in Nebraska:

15411 Allan Dr NE 68137  
Street Address City Zip

Name and address of registered agent in Nebraska:

Registered Agent Name: Josh Galvin

Address: 15411 Allan Dr NE 68137  
Street Address City Zip

The total amount of cash contributed to stated capital of the LLC \$ 50,000

Description and agreed value of property other than cash contributed to stated capital:

Description of Property Agreed Value

N/A \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

**LLC ARTICLES OF ORGANIZATION (Continued)**

Page 2

Total additional contributions agreed to be made by all members and the times at which, or events upon the happening of which such contributions shall be made: (attach additional page if necessary)

NONE

Members  shall or  shall not have the right to admit additional members (check one)

If additional members are allowed the terms and conditions of admission: (attach additional page if necessary)

New members may be admitted to the LLC by an affirmative Supermajority vote (66%) in interest of Beyond Golf, LLC members.

The company will be managed by  managers or  members (check one). List the name and address of the managers or, if the management is reserved to the members, the name and address of the members:

Attach additional pages if needed for additional managers or members. If the LLC has more than one class of membership please attach additional pages with the name or description of each class of membership and the names and addresses of the members in each class.

Any other provisions, not inconsistent with law, which the members elect to set out in the articles of organization for the limited liability company: (attach additional page if necessary)

NONE

RECEIVED

JUL 09 2009

NEBRASKA LIQUOR  
CONTROL COMMISSION

Only one signature is required, additional persons may sign:

Signature  
Josh Galvin  
Printed Name

Signature

Signature  
Printed Name

Signature

Signature  
Printed Name

Signature  
Printed Name

If you are providing a professional service (see below), the following must be submitted with your Articles of Organization:

- 1) Certificate of Registration issued by the appropriate licensing board OR
- 2) For health professions, an Application for Registration as a Professional Limited Liability Company, and
- 3) Appropriate filing fee

**Professional service** means any type of personal service which requires obtaining a license and includes, but is not limited to:

Certified Public Account, Public Account  
Dentist, Osteopathic Physician, Physician and Surgeon  
Veterinarian  
Real Estate Broker, Associate Real Estate Broker, Real Estate Salesperson  
Attorney at Law

FILING FEE: \$100.00 plus \$5.00 per page and \$10.00 for certificate of organization  
Revised 07/14/2006

Neb. Rev. Stat. 21-2606

RECEIVED  
#14

JUL 09 2008

Southport Center

Lease

NEBRASKA LIQUOR  
CONTROL COMMISSION

THIS LEASE (this "Lease") is made and entered into this 30th day of June 2008, by and between John L. Hoich, successors and/or assigns, ("Landlord") and Beyond Golf, LLC, a Nebraska limited liability company, ("Tenant"), upon the following terms and conditions:

## ARTICLE I

### FUNDAMENTAL LEASE PROVISIONS

Each of the following subparagraphs is individually referred to in this Lease as a "Fundamental Lease Provision" and is contained in this paragraph for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, such other provision shall govern.

10-1-2008  
X 5  
10-1-2013

- (a) Landlord: John L. Hoich or Assigns
- (b) Landlord's Address for Notices and Rent Payments: John L. Hoich  
c/o Coldwell Banker Commercial World Group  
780 North 114<sup>th</sup> Street  
Omaha, NE 68154
- (c) Tenant: Beyond Golf, LLC, a Nebraska limited liability company
- (d) Tenant's Address for Notices: 15411 Allan Drive Omaha, NE 68137
- (e) Tenant's Trade Name: Beyond Golf
- (f) Address of Premises: (To Be Determined), Suites 9-10, La Vista, NE 68128 ("Premises")
- (g) Name and Address of Shopping Center Development: Southport Center, Address to be determined, Legal Description: Lots 4-5, Southport East Replat Six, La Vista, Nebraska
- (h) Approximate Number of Square Feet in Premises: 3,673
- (i) Number of Years in Lease Term: Five (5) Years
- (j) Annual Base Rent Per Square Foot: Year 1, \$19.00 NNN; Year 2, \$19.29 NNN; Year 3, \$19.57 NNN; Year 4, \$19.87 NNN; Year 5, \$20.17 NNN
- (k) Initial Annual Common Areas Charge: \$2.10 per square foot

#14

- (l) Initial Insurance Contribution: \$0.26 per square foot
- (m) Initial Tax Contribution: \$2.25 per square foot
- (n) Permitted Use of Premises: Virtual golf course and other lawful purposes, as approved by the Landlord, with the following stipulations:
  - i. Tenant shall derive less than fifty percent (50%) of its total sales at the Premises from alcoholic beverages and will be required to submit sales reports to the property manager quarterly for verification. Starting with the first full calendar month of operation of business, sales of alcoholic beverages must not be more than fifty percent (50%) of total sales during each consecutive twelve month period. If Tenant's sales of alcoholic beverages exceed fifty percent (50%) Tenant will be in default of this Lease.
  - ii. Tenant shall not participate in or offer any form of KENO if that option becomes available.
  - iii. Tenant will operate its golf simulator screens for broadcast television, satellite, or cable no more than 10 days per year.
  - iv. Tenant will not play NFL Sunday Ticket on simulator Screens.
- (p) Security Deposit: \$7,226.63
- (q) The commencement date for the Lease will be approximately October 1, 2008 or when Landlord notifies Tenant that the Premises are substantially completed with regard to the Landlord's Work defined in **Exhibit "C"** and Article XI below. Tenant will have a period of Sixty (60) days from the commencement date to complete interior improvements without rent or operating expenses ("Improvement Period"). Tenant will have Sixty (60) days of beneficial occupancy from the Improvement Period without rent but will be responsible for the payment of operating expenses. Beneficial occupancy will start at the end of the Improvement Period or the date Tenant opens for business, whichever occurs first.
- (q) Tenant Fraction: 3,673 / 43,357 (8.47%)
- (r) Approximate Number of Square Feet in the Shopping Center: 43,357 in two buildings
- (s) Tenant's Allowance: The allowance in the amount of up to \$25.00 per square foot of the Premises to be paid by Landlord to Tenant for the construction and completion of Tenant's Work and Tenant's Improvements, as defined in Article XXXIV, Section 34.1, in accordance with the provisions of Section 34.2.

**Size of Premises:** Landlord and Tenant acknowledge that the actual number of square feet in the Premises and in the Shopping Center will be determined after the floor plans of the Premises and Shopping Center are finalized by the Shopping Center's architect. When determined, the architect will deliver notice of the number of square feet in (1) the Premises and (2) in the Shopping Center. If the number of square feet in the Premises in Section (h), above or if the number of square feet in the Shopping Center in Section (r) above are different than the numbers determined by the architect, the figures

#14

in Sections (h), (j), (o), (q) (r) and section 5.1 will change according to the architect's figures.

**Payment of Operating Expenses:** Payment of Tenant's Tax Contribution, Tenant's Insurance Contribution and Tenant's Common Area Charge will start at the end of the Improvement Period defined in Fundamental Lease Provision (P) above. Tenant will place gas and electric services in Tenant's name upon delivery of the Premises.

## ARTICLE II

### PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located in the spaces shown in red on Exhibit A (the "Premises"). The address of the Premises is set forth as a Fundamental Lease Provision in Article I, subsection (f). As indicated on **Exhibit "A"**, the Premises will be a part of the "Shopping Center," which is identified as a Fundamental Lease Provision in Article I, subparagraph (g) and shown on **Exhibit "B"**. The Premises contains the approximate number of square feet of floor space that is set out as a Fundamental Lease Provision in Article I, subparagraph (h). The use and occupation by Tenant of the Premises shall include the irrevocable license for the term (including any renewals) of this Lease to use, in common with others entitled thereto, the common areas of the Shopping Center. "Common Areas" shall include parking areas, loading facilities, truck service-ways, service corridors, landscaped areas, streets, sidewalks, driveways and such other areas as may be so designated from time to time by Landlord for the common use of tenants in the Shopping Center, subject, however, to the terms and conditions of this Lease and such reasonable rules and regulations as Landlord shall adopt from time to time in connection therewith.

## ARTICLE III

### TERM

This Lease shall be for a term consisting of the number of years set forth as a Fundamental Lease Provision in Article I, subparagraph (I), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this Lease (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in Article I, subparagraph (p). If the Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration occurs on a day other than the last day of a calendar month, then the monthly rent for such fractional month will be prorated on a daily basis. Possession shall be deemed to occur on the date that the Premises are Ready for Occupancy. Earlier or later possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery of possession by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

## ARTICLE IV

### USE OF PREMISES

The Premises are leased to Tenant, and are to be used by Tenant, for the permitted use set forth as a Fundamental Lease Provision in Article I, subparagraph (n) and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Shopping Center, to comply with all applicable governmental laws, ordinances and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to use all reasonable precaution to prevent waste, damage or injury to the Premises.

## ARTICLE V

### RENT

Section 5.1. ***Base Rent.*** Tenant agrees to pay rent to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b), or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first date of each month, as follows:

For the period from October 1, 2008 to September 30, 2009, \$ 5,815.58 per month  
For the period from October 1, 2009 to September 30, 2010, \$ 5,902.82 per month  
For the period from October 1, 2010 to September 30, 2011, \$ 5,991.36 per month  
For the period from October 1, 2011 to September 30, 2012, \$ 6,081.23 per month  
For the period from October 1, 2012 to September 30, 2013, \$ 6,172.45 per month

Section 5.2. ***Payment of Rent.*** Tenant agrees to pay the Base Rent as and when due, together with all adjustments and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

Section 5.3. ***Late Charge.*** If Tenant fails to pay the Base Rent together with Tenant's share of the Common Area Charges (as defined below) and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge equal to ten percent (10%) of the amount due per month.

Section 5.4. ***Security Deposit.*** As partial consideration for the execution of this Lease, Tenant has delivered to Landlord the sum set forth as a Fundamental Lease Provision in Article I, subparagraph (o) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

#14

**Section 5.5. *Tenant Fraction.*** That fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center (the "Tenant Fraction") may be adjusted in the event of addition or deletion to the Shopping Center.

## ARTICLE VI

### REAL ESTATE TAXES AND ASSESSMENTS

**Section 6.1.** Landlord agrees to pay, prior to delinquency, the general real estate taxes and installments of special taxes, assessments, or levies of any kind however denominated payable during the term of this Lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center, provided that Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate (the "Tenant's Tax Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this Article VI and in such event the denominator of Tenant Fraction for purposes of this Article shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel.

**Section 6.2.** Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each Lease year, Tenant shall pay to Landlord any unpaid portion of Tenant's Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant's estimated Tax Contribution for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (m). Tenant agrees to pay when due all property taxes of any kind which during the term of this Lease may be assessed against any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to Article XII.

## ARTICLE VII

### FIRE AND EXTENDED COVERAGE

**Section 7.1.** Landlord agrees to purchase and maintain during the term of this Lease fire insurance with an extended coverage endorsement, including, but not limited to, windstorm and

#14

tornado damage of the Premises, with a responsible insurance company or companies authorized to do business in the State of Nebraska. Such insurance shall be obtained in the amount of the replacement value of the Shopping Center excluding trade fixtures.

**Section 7.2.** Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the premiums actually paid by Landlord for the insurance coverage referred to in Section 7.1 (the "Tenant's Insurance Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based and in such event the denominator of Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance.

**Section 7.3.** Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for such calendar year as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated Insurance Contribution for the first calendar year is set forth as the Fundamental Lease Provision in Article I, subparagraph (l). Tenant's Insurance Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year.

## ARTICLE VIII

### COMMON AREA CHARGES

**Section 8.1.** Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance, provided that Tenant at its expense shall keep the Common Areas free of litter, trash and debris generated by or resulting from the operation of Tenant's business in and about the Premises. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the costs paid, incurred or accrued by Landlord for operating and maintaining the Common Areas (the "Tenant's Common Area Charge"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q).

**Section 8.2.** Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Section 5.1 hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated

Common Areas Charge for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (k). Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, Tenant's Common Areas Charge for such partial calendar year shall be prorated for such partial calendar year. Landlord may change the amount to be paid by Tenant at any time upon written notice to Tenant. Landlord agrees to furnish Tenant within a reasonable amount of time after the end of each calendar year, with a detailed breakdown of all Common Area Charges for the Shopping Center and Tenant's proportionate share thereof. Landlord shall also furnish Tenant, from time to time, with such information substantiating the Common Area Charges as Tenant may reasonably request. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

**Section 8.3.** The costs of operating and maintaining Common Areas shall include, but not be limited to, lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas; professional property management services; water; cleaning, sweeping and other janitorial services; trash removal and maintenance of refuse receptacles; snow and ice removal; pollution control; repairing, repainting and re-striping the parking lot; landscaping of all outdoor common areas and landscape maintenance; sewer charges; maintaining markers and signs; seasonal holiday decorations; music to common areas; removing trash from the common areas; wages, payroll taxes, worker's compensation insurance and other benefits paid to, or on behalf of, employees; parking lot liability insurance; licenses and permit fees; policing and security services; fire protection; traffic direction; repairs, replacements, depreciation and maintenance of equipment or rent paid for leasing such equipment; maintenance supplies; personal property taxes; and other everyday maintenance expenses.

## ARTICLE IX

### CONTROL OF COMMON AREAS BY LANDLORD

Landlord reserves the following rights with respect to the common areas of the Shopping Center:

- (a) to establish reasonable rules and regulations for the use of the common areas, including, without limitation, the delivery of goods and the disposal of trash;
- (b) to use or permit the nonexclusive use of the common areas by others to whom Landlord may grant or have granted such reasonable rights in such manner as Landlord may, from time to time, reasonably designate, including, but not limited to, sales and special promotional events;

XX

(c) to temporarily close all or any portion of the common areas, to make repairs or changes in accordance with this Lease, to prevent a dedication of the common areas or the accrual of any rights to any person or to the public;

(d) to change the layout of such common areas, including the right to add to or subtract from their shape and size, whether by the addition of building improvements or otherwise; provided, however, that in all events, such construction or change shall not obstruct or materially and adversely change the ingress or egress to the Premises, impair the visibility of the Premises or otherwise unreasonably interfere with Tenant's use and enjoyment of the Premises;

(e) to enter into operating, maintenance or similar agreements with respect to the common areas; and

(f) to do such other acts in and to the common areas as in Landlord's reasonable judgment may be desirable; provided, however, that such rights shall be exercised in such manner as not to unreasonably interfere with Tenant's conduct of its business in the Premises.

## **ARTICLE X**

### **UTILITIES**

Upon Tenant's possession of the Premises, Tenant shall contract, in its own name, for and pay when due all charges for connection or use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Premises during the term of this Lease. Under no circumstances shall Landlord be responsible for any interruption of any utility service.

## **ARTICLE XI**

### **CONSTRUCTION AND ACCEPTANCE OF PREMISES**

Landlord shall deliver to Tenant possession of the Premises when they are ready for occupancy. The term "Ready for Occupancy" shall mean that Landlord's work to the Premises has been substantially completed to the extent reasonably necessary for commencement of any work required by Tenant with only (i) minor portions of Landlord's work or (ii) any portion of Landlord's work, which is dependent upon the progress or completion of Tenant's work, remaining to be accomplished. All construction or improvements by Tenant (the "Tenant's Work") must be approved by Landlord in writing prior to commencement of construction.

Landlord shall notify Tenant of the date on which the Premises are Ready for Occupancy, and thereon Tenant shall accept delivery of the Premises, enter upon them, promptly and diligently

#14

install its furniture, fixtures and equipment and perform Tenant's Work contemporaneously with Landlord's remaining work, if any.

Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant installed or placed by Tenant on the Premises, except when caused by Landlord's gross negligence or intentional misconduct. Any occupancy by Tenant prior to the Commencement Date, even though Base Rent free, shall in all other respects be subject to this Lease. By occupying the Premises as a Tenant or to complete Tenant's Work and install fixtures, facilities or equipment, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Premises are in an acceptable condition, except as to incomplete or defective items of Landlord's work then specified in writing by Tenant. Landlord shall have a reasonable time following such notification within which to correct same. In no event shall Landlord be liable to Tenant for latent defects. In the event of any dispute, the certificate of a third party architect or engineer shall be conclusive that the Premises are in condition required by this Lease and are "Ready for Occupancy."

## ARTICLE XII

### ALTERATIONS

**Section 12.1.** Tenant shall not, without Landlord's prior written consent which will not be unreasonably withheld, either make, or cause to be made, any alterations, additions or improvements in or to the Premises or any part thereof (structural or otherwise), including, but not limited to, the foundations, the roof and any signs, shades or awnings located outside of the Premises.

**Section 12.2.** Tenant shall promptly pay its contractors, subcontractors and materialmen for all work done or performed at the Premises by or on behalf of Tenant, so as to prevent the assertion or imposition of any lien or claim upon or against the Shopping Center, the Premises or Landlord and should any such lien or claim be asserted or filed, Tenant shall bond against or discharge the same within 10 days after Tenant receives notice thereof. Landlord may satisfy and remove any such lien or claim by paying the full amount claimed or otherwise, without investigating the validity thereof, if Tenant fails to comply with the foregoing provision. Tenant shall reimburse Landlord, including Landlord's reasonable attorneys' fees, costs and expenses, together with interest at the rate of 10% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

## ARTICLE XIII

### SIGNS

#14

Tenant will not, without Landlord's prior written consent, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises.

Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Landlord's consent shall be deemed given only when this Lease is amended by an addendum executed by the parties hereto specifically describing the sign, awning, canopy or advertising matter permitted. Please refer to Exhibit "E", Tenant Sign Criteria, attached to and made a part of this Lease.

## **ARTICLE XIV**

### **ASSIGNMENT OR SUBLEASE**

Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant and (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

## **ARTICLE XV**

### **REPAIRS**

Landlord agrees to maintain in good condition and repair as necessary the foundations, roof, exterior portions of the outside walls, gutters and downspouts of the Shopping Center, which shall be maintained by Landlord at its cost, except when the condition requiring such repairs shall result from the negligence or willful act of Tenant, its officers, employees, invitees, servants or agents.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass and the heating, ventilation & air conditioning (HVAC) systems, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Shopping Center made necessary by any negligence or willful act of Tenant or any of its officers, invitees, servants,

#14

agents or employees, and to maintain the Premises in a safe, clean, neat and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury or loss of business arising from the making of any repairs by Landlord, Tenant or other tenants to the Premises or the Shopping Center, regardless of under which Article of this Lease such repairs are made. In the event of an emergency or in the event Tenant fails within a reasonably practicable time period after written notice from Landlord as to the need for such repairs to make such repairs for which Tenant is responsible under this Lease, Landlord may make such repairs and, upon completion thereof, Tenant shall forthwith pay, as additional rent, Landlord's actual and reasonable costs for making such repairs or replacements, together with interest upon such sums as shall be advanced by Landlord from the date of advancement at the rate of 15% per annum until reimbursed by Tenant.

## **ARTICLE XVI**

### **CONDITION OF PREMISES**

Except as provided herein, Tenant agrees that no promises, representations, statements or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises or the manner of operating the buildings or the making of any repairs to the Premises. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with Article XXVII below and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

## **ARTICLE XVII**

### **PERSONAL PROPERTY AT RISK OF TENANT**

All personal property and trade fixtures in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property or trade fixtures of Tenant or its agents or employees in the Premises caused by any casualty, steam, electricity, sewage, gas or odors or from water, rain or snow which may leak into, issue or flow into the Premises from any part of the Shopping Center or from any other place, or for any damage done to Tenant's property in moving same to or from the Shopping Center or the Premises. Tenant shall give Landlord or its agents, prompt written notice of any damage to or defects in water pipes, sewer, electrical, gas or warming or cooling apparatus in the Premises.

## **ARTICLE XVIII**

### **LANDLORD'S RESERVED RIGHTS**

Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business and without effecting an eviction of Tenant or a disturbance of Tenant's use or giving rise to any claim for set off or abatement of rent, Landlord and its agents shall have the right to:

#14

- (a) change the name or street address of the Shopping Center but costs to tenant directly related to printing costs of new business cards and stationary to be reimbursed by landlord;
- (b) install and maintain signs on the Shopping Center;
- (c) have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) at reasonable times, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises (provided that the same do not impair Tenant's improvements to the premises), the Shopping Center or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Shopping Center all materials required, and to temporarily close or suspend operation of entrances, doors, corridors or other facilities to do so;
- (e) possess passkeys to the Premises;
- (f) show the Premises to prospective Tenants at reasonable times during the six-month period prior to expiration of the term of this Lease and exhibit "For Rent" signs thereon; and
- (g) take any and all reasonable measures, including inspections or the making of repairs, alterations and additions and improvements to the Premises or to the Shopping Center, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Shopping Center.

## **ARTICLE XIX**

### **ACCESS BY LANDLORD**

Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times upon reasonable advance notice to Tenant (except in cases of emergency) to examine the same and to show them to prospective purchasers and to make such repairs, alterations, improvements or additions as permitted under this Lease, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business.

## **ARTICLE XX**

### **INSURANCE**

Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Shopping Center or increase the

#14

risks covered by insurance on the Shopping Center or necessitate additional insurance premiums or polices of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Shopping Center on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. However, this waiver shall apply only when permitted by applicable policies of insurance.

## **ARTICLE XXI**

### **INDEMNITY**

Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with (a) a failure by Tenant to perform any of the agreements, terms or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; (c) any accident, death or personal injury, or damage to or loss or theft of property which shall occur on or about the Premises or the Shopping Center, except as the same may be the result of the gross negligence or intentional misconduct of Landlord, its employees or agents; or any risks associated with any so-called "dram-shop" liability.

## **ARTICLE XXII**

### **LIABILITY INSURANCE**

Tenant agrees to procure and maintain continuously during the term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord, the property manager and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name Tenant as the Insured and shall provide coverage of at least \$2,000,000 for injuries to any one person, \$2,000,000 for injuries to persons in any one accident and \$2,000,000 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other common areas by Tenant. All such insurance shall provide that Landlord shall be given a minimum of 10 days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and

# / K

Tenant agrees to pay Landlord, upon demand, the premium cost thereof. The policy limits of any such insurance shall not, however, limit the liability of Tenant thereunder. Tenant agrees to provide Landlord with evidence of such coverage upon Tenant's possession of the Premises and at anytime Landlord requests evidence of such coverage.

## ARTICLE XXIII

### DAMAGE BY FIRE OR OTHER CASUALTY

If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises un-tenantable, the Base Rent shall be abated while the Premises remain un-tenantable and, in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within 60 days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, this Lease shall be deemed canceled as of the date of the damage and Base Rent and all other prorated charges will be prorated to such date. If the extent of damage is not so great so as to render the Premises un-tenantable, the Premises will be promptly repaired and the Base Rent will not be abated in whole or in part.

## ARTICLE XXIV

### CONDEMNATION

If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the Base Rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than 30 days after the taking or (b) to continue in possession of the remainder of the Premises, except that the Base Rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease or for any other estate or interest in the Premises now or hereafter vested in Tenant.

## ARTICLE XXV

### DEFAULT OR BREACH

Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) if Tenant fails to pay Landlord any Base Rent or any other amounts required to be paid by Tenant when due hereunder;
- (b) if Tenant vacates or abandons the Premises or ceases to continually use the Premises for the purposes stated in Article IV above;
- (c) if Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act by answer or otherwise or makes an assignment for the benefit of creditors;
- (d) if involuntarily proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution or appointment; or
- (e) if Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of 10 days after written notice thereof by Landlord to Tenant, time being of the essence.

## ARTICLE XXVI

### EFFECT OF DEFAULT

In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate this Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises, all costs of re-renting and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant;
- (c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. In connection with any re-letting, Landlord may make alterations and repairs to the Premises. In addition

X/X

to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof.

## ARTICLE XXVII

### SURRENDER; HOLDING OVER

Upon termination of this Lease, whether by expiration of the Lease term or otherwise, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto, clean and in good condition and repair, reasonable wear and tear excepted and damage for casualty, eminent domain or negligence or willful act of Landlord, its office, agents, employees, servants or invitees. Tenant shall remove all its trade fixtures and any of its other business equipment and personal property not required to be surrendered to Landlord before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused thereby. Any property of Tenant not removed by the end of the Lease term shall be deemed abandoned by Tenant and may be disposed of by Landlord without any obligation to account to Tenant therefore.

If the Premises are not promptly surrendered upon termination of this Lease as hereinabove set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by the succeeding Tenant founded on such delay, and lost rentals and prorate charges. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

If Tenant remains in possession after termination of this Lease without a written Lease, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts Base Rent for a period after termination, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all of the other terms and provisions of this Lease, except that the Base Rent will be twice the monthly Base Rent in effect immediately prior to the termination.

## ARTICLE XXVIII

### SUBORDINATION AND ATTORNEY

Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Shopping Center or any part thereof, and Tenant agrees to execute, acknowledge and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance

#14

as may be required by Landlord. Tenant further agrees to execute any estoppel certificate which may be required by any lender of Landlord or mortgage holder on the Shopping Center.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new Lease upon the same terms and conditions contained herein confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

## **ARTICLE XXIX**

### **NOTICES**

Any notice given hereunder shall be given in writing and sent by personal delivery or by registered or certified mail to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) and to Tenant at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (d) or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

## **ARTICLE XXX**

### **Intentionally Deleted**

## **ARTICLE XXXI**

### **RULES AND REGULATIONS**

Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Shopping Center, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to adopt and to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness or proper operation of the Premises and the Shopping Center.

Tenant agrees as follows:

#14

(a) The delivery or shipping of goods, merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Shopping Center.

(b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's sole discretion.

(c) Tenant shall not place or permit any obstructions or merchandise in the outside or common areas immediately adjoining the Premises or other common facilities, and shall not use such areas for business purposes other than for ingress and egress.

(d) Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery.

---

(e) Tenant shall not permit on the Premises any act or practice which is unlawful, immoral or which might injure the reputation of the Shopping Center.

(f) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute or place handbills or other advertising matter in or on automobiles parked in the parking areas or other common areas.

(g) Tenant shall keep the Premises free and clear of rodents, bugs and vermin, and Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Premises.

(h) Tenant shall not burn any trash, rubbish or garbage in or about the Premises or the Shopping Center.

## **ARTICLE XXXII**

### **NET LEASE**

This Lease is a net lease, and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the Taxes, insurance, Common Area Charges and all other expenses as described in this Lease.

## **ARTICLE XXXIII**

### **MISCELLANEOUS**

X X X X

Section 33.1. ***Binding on Assigns.*** All terms, conditions and agreements of this Lease shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

Section 33.2. ***Amendment in Writing.*** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement signed by Landlord and Tenant.

Section 33.3. ***Non-waiver.*** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

---

Section 33.4. ***No Surrender.*** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent or any other sums due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

Section 33.5. ***Captions.*** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe or construe the contents of such paragraphs.

Section 33.6. ***Brokers.*** The Brokers involved in this transaction are: Trenton B. Magid and Ryan D. Callinan of Coldwell Banker Commercial World Group as agent for Landlord. Landlord and Tenant acknowledge that Coldwell Banker Commercial World Group is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement. Tenant hereby warrants that no other real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party, except as specifically agreed to in writing by Landlord.

Section 33.7. ***Applicable Law.*** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 33.8 ***Liquor License.*** The parties acknowledge that Tenant must apply for a liquor license from all governing authorities in order to operate a bar at the Premises. Tenant hereby agrees to make submit an application for such license within ten (10) days after execution of this Lease and provide copies of the applications and other documents, if necessary, to Landlord upon submission. If Tenant's liquor license has not been approved or is rejected by all governing authorities within thirty (30) days Tenant may give written notice along with a copy of such rejection notice to Landlord within sixty (60) days and this Lease shall be terminated and of no effect. In the case of such termination, (1) all improvements made by Tenant to the Premises will become the property of Landlord at no cost Landlord and (2) Landlord shall return the amount of the Security Deposit and Base Rent received to Tenant.

#14

Section 33.9 **Financing**. The parties acknowledge that Tenant must apply for a SBA loan. If Tenant is unable to obtain financing within sixty (60) after execution of this Lease the Lease shall be terminated and of no effect. In the case of such termination Landlord shall retain the amount of the Security Deposit.

## ARTICLE XXXIV

### INITIAL IMPROVEMENTS OF THE PREMISES

Section 34.1 Landlord shall deliver possession of the Premises to Tenant in the condition described in attached **Exhibit C, "Landlord's Work"**. Upon acceptance, Tenant agrees to perform **"Tenant's Work"** as described in attached **Exhibit "D"**. All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, fixtures, floor coverings, any special equipment, and other items of personal property as may be necessary for the completion of the Premises and the proper operation of Tenant's business therein. All improvements made to the Premises by Tenant are hereinafter sometimes called **"Tenant's Improvements"**. All of Tenant's Work and any work or improvements not included in Exhibit "D" must be approved in writing by Landlord prior to commencement of such work or improvements.

Section 34.2 **Tenant's Allowance**. Landlord shall pay Tenant Allowance for the construction and completion of Tenant's Work and Tenant's Improvements in accordance with the provisions of section (s) of the Fundamental Lease Provisions section of this Lease. Such payment shall be due within ten (10) days after receipt of a written request from Tenant but not before ten (10) days after Tenant opens for business to the public at the Premises. Payment of Tenant Allowance shall be subject to the following conditions: (i) Tenant shall deliver to Landlord reasonably satisfactory documentation of all costs and expenses incurred in connection with Tenant's Work and Tenant's Improvements; (ii) Tenant shall furnish to Landlord copies of lien waivers or releases from all suppliers; materialmen and contractors; or subcontractors who have supplied either labor or materials in connections with Tenant's Work or Tenant's Improvements.

## ARTICLE XXXV

### OTHER PROVISIONS

Section 35.2 **Option to Extend Lease**. If this lease shall be in force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, the Tenant shall have the right, at its option, to extend this Lease for one additional term of Five (5) years ("Option Period") upon the same terms and conditions contained in this Lease, except, the Base Rent for each year of the Option Period ("Option Base Rent") is to be two percent (2%) greater than the immediate preceding year of

X/FF

the Lease. To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the original term hereof but no later than one hundred eighty (180) days prior to the expiration of such term of the Tenant's intention to extend such term.

Section 35.3 **Exhibits.** The following items and exhibits are attached to and made a part of this Lease:

Personal Guarantee  
Exhibit "A" The Premises  
Exhibit "B" The Shopping Center  
Exhibit "C" Landlord's Work  
Exhibit "D" Tenant's Work  
Exhibit "E" Tenant Sign Criteria

---

Section 35.4 Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease from Tenant to Landlord.

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

**TENANT**

Beyond Golf, a limited liability corporation.

By \_\_\_\_\_  
\_\_\_\_\_  
Josh Galvin

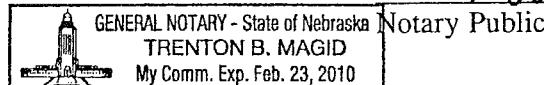
**LANDLORD**

John L. Hoich  
By: \_\_\_\_\_  
\_\_\_\_\_  
John L. Hoich or Assigns  
STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged by Josh Galvin before me this  
30th day of June 2008.

#14

*Trenton B. Magid*

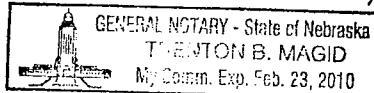


My commission expires: \_\_\_\_\_

STATE OF NEBRASKA )  
                         )SS  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June 2008  
by John L. Hoich..

*Trenton B. Magid*



My commission expires: \_\_\_\_\_

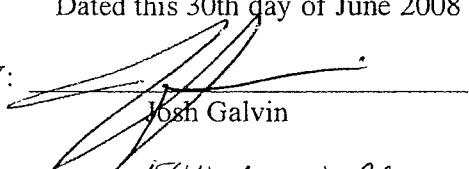
#14

### PERSONAL GUARANTEE

The undersigned hereby absolutely and unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease for the first three years by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment, by any forbearance by the Landlord, or by any assignment or modification of this lease.

Dated this 30th day of June 2008

BY:



Josh Galvin

STREET ADDRESS

15411 Allian Dr

CITY, STATE, ZIP

Omaha NE 68137

BY:



Kim O'mara

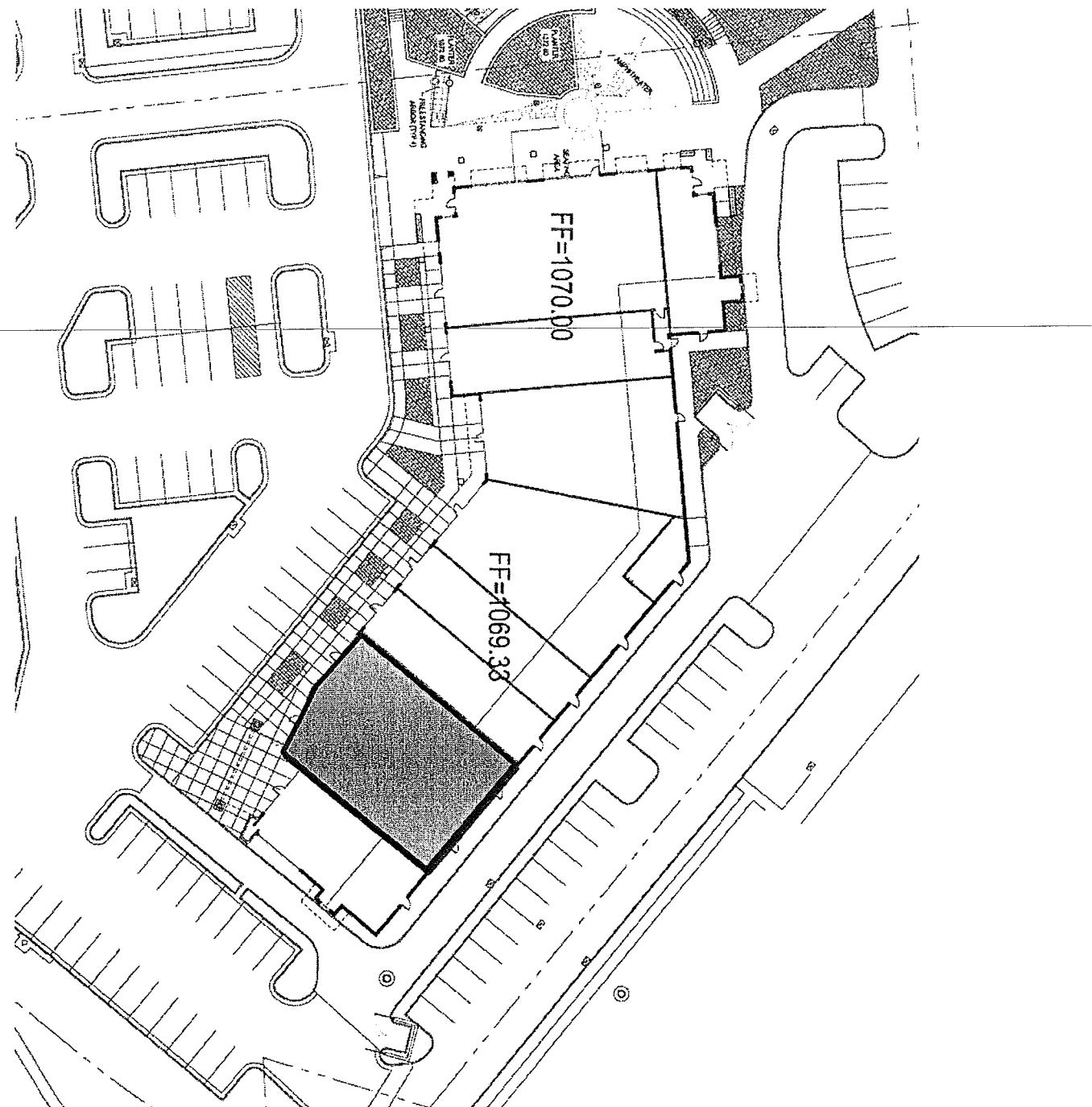
STREET ADDRESS

14973 Hinsdale Ave

CITY, STATE, ZIP

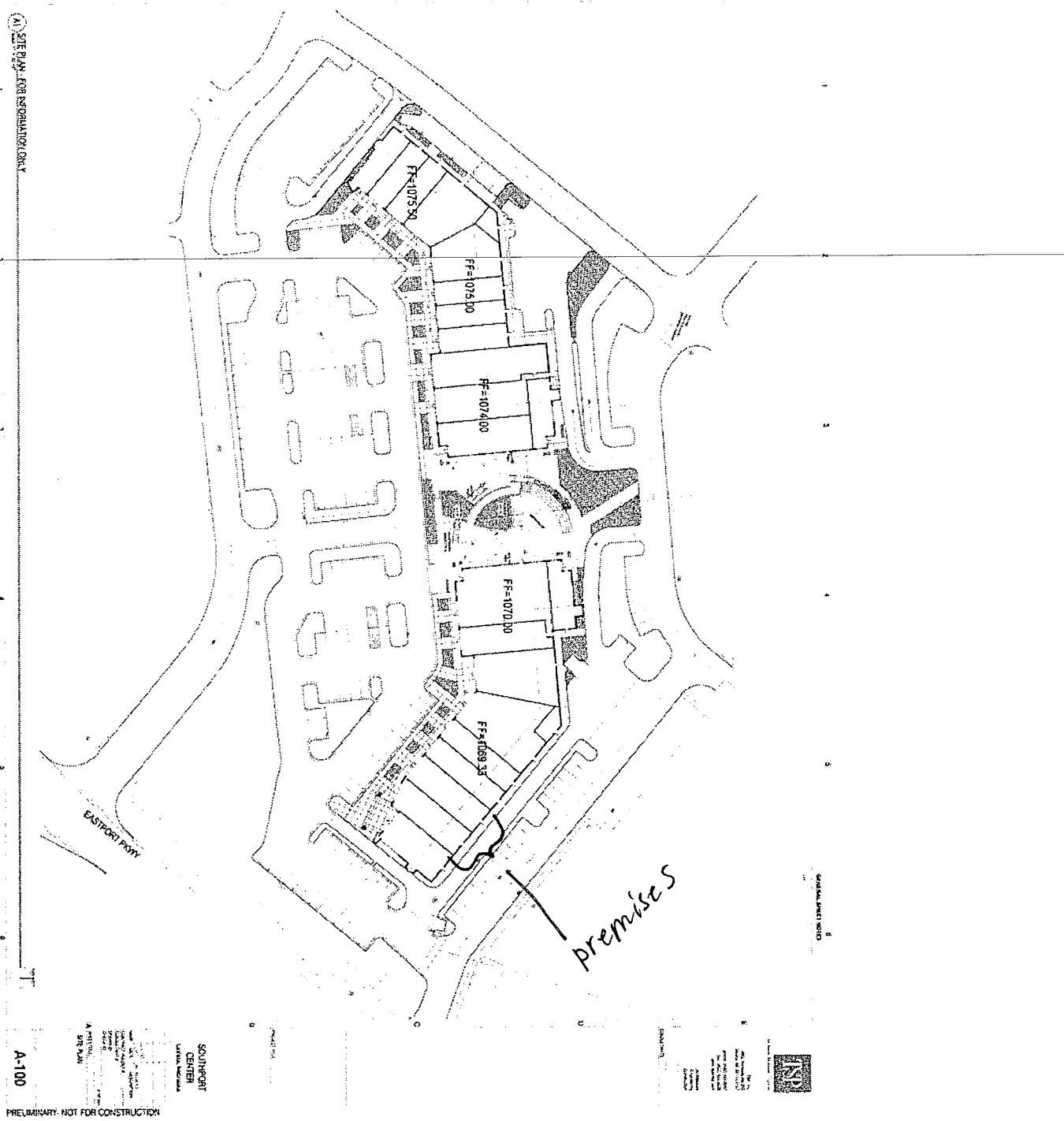
Omaha, Ne 68116

EXHIBIT "A"  
THE PREMISES



**EXHIBIT "B"**

## THE SHOPPING CENTER



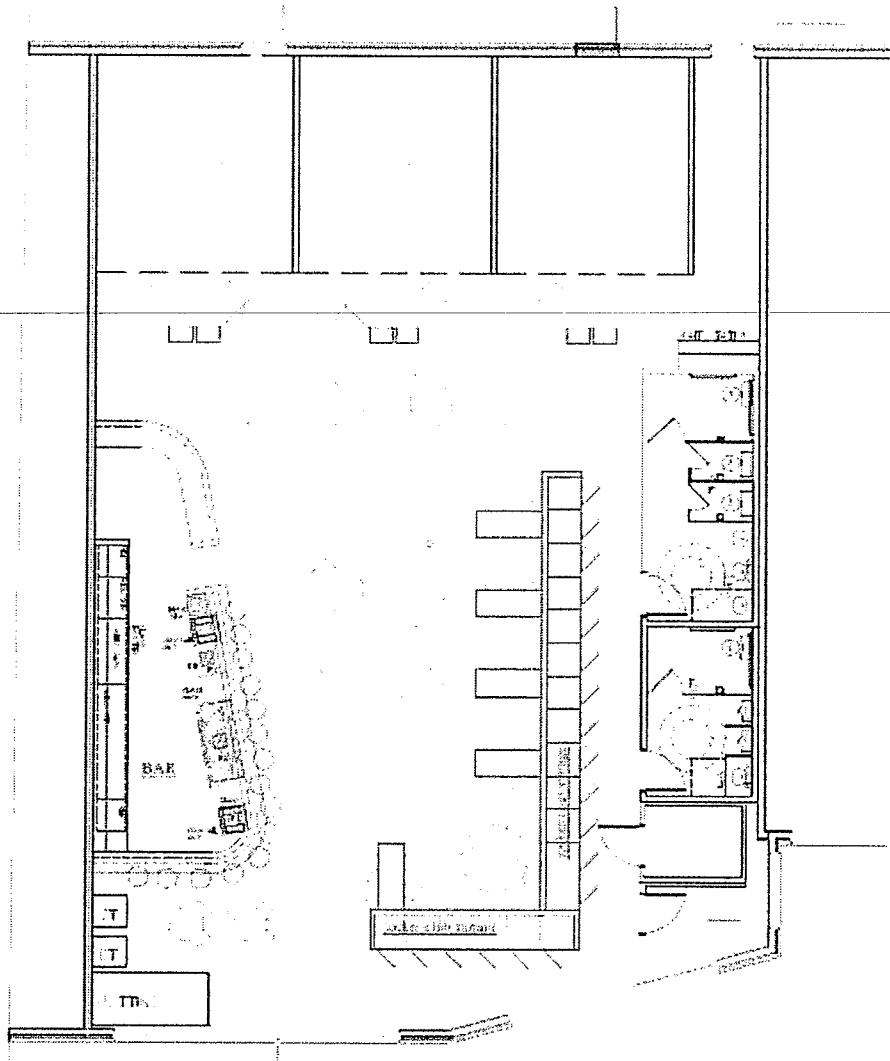
## Exhibit "C" LANDLORD'S WORK

Prior to the delivery date, Landlord shall, at no cost to Tenant, perform the work and/or furnish and install the equipment and materials described below in the Premises using new materials, so that the Premises are in the condition described below. All work under this Exhibit "C" shall be performed in a good and workmanlike manner and in compliance with all applicable code requirements:

1. **HVAC:** Landlord shall deliver the Premises as follows:
  - A. Packaged HVAC Roof-top unit(s) set in place with all roof top curb cuts necessary to accommodate the same, appropriately sized condenser and air handler to provide a minimum of one ton per 350 square feet.
  - B. Temporary thermostats, minimum one for each unit.
2. **ELECTRICAL:** 200 amp service, including the following:
  - A. Service drop from utility company location on the Property line into the Shopping Center at a central electrical room.
  - B. Main feeders from utility service point to panel in Premises, main breaker and main disconnect to be dedicated for Tenant's use only.
- 
- (1) Installation of all components listed above.
3. **TELEPHONE:** One 4" empty conduit from utility company location on the property line into the Shopping Center at a central electrical room.
4. **PLUMBING:**
  - A. Minimum 4" Sanitary waste-line brought within Premises at suitable depth to drain from any location within the premises.
  - B. 1" cold water supply line located within the Premises with shut-off valve.
  - C. One separately metered natural gas line to a location within the Premises.
  - D. If applicable, Landlord shall verify plumbing layout with Tenant's contractor prior to pouring the concrete slab.
  - E. Rough in for one male and one female restroom.
5. **WALLS:**
  - A. The exterior (if applicable) and front framed walls will be insulated, but not dry-walled.
  - B. Demising Walls will be 2" X 6" framing with insulation. Tenant will be required to provide 5/8" drywall from floor to underside of roof deck, taped (one-hour rated), sanded and ready for paint.
  - C. Landlord shall be allowed to inspect the walls prior to Tenant installing its gypsum board.
  - D. If applicable, Tenant will be required to provide fire stopping and sound control installation at the request of Landlord.
6. **ROOF:** The Shopping Center roof will be a structure consisting of steel beams, joists and structural metal decking utilizing roof construction materials which incorporate insulation. The roof system will be engineered to support the building-standard HVAC system for the Premises.
7. **STOREFRONT AND ENTRY DOORS:** Storefront with single doors of 3'-0" x 7'-0" containing single 1/4" pane, tempered glass where required by code. All other storefront shall be anodized finished thermally broken members with 1" insulated glass. Rear doors to be hollow metal 3'-0" x 7'-0".
8. **FLOOR:**
  - A. Level 4" concrete slab over a 6-mil vapor barrier.
  - B. If applicable, a portion of the floor shall be left open for plumbing rough in, pursuant to Tenant's plans.

#14

Exhibit "D" TENANT'S WORK



 BAY 9 & 10 PLAN

0' 10' 20' 30'

## Exhibit "E" Exterior Sign Specifications

#14

This criteria has been established for the purpose of assuring an outstanding shopping center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any nonconforming installation or unapproved sign must be brought into conformance at the expense of the Tenant.

### **General Requirements**

1. Signs must be store and business name identification signs only and shall be placed on the building façade in the location approved by Landlord's consent and discretion. Sign copy shall be limited to the proper business name of the Tenant. No script will be permitted unless it is part of an established trademark of Tenant.
2. All signs and their installation shall comply with all local building and electrical codes.
3. Working on signs shall not include the product sold except as part of Tenant's trade name or insignia.
4. Tenant is required to maintain its signs in good working order at all times. At installation and upon the termination of the Tenant's Lease, the Tenant will remove its sign and repair any damaged EIFS (Exterior Insulation Finish System) or other damage caused by the sign to a condition acceptable to the Landlord. All repairs to exterior EIFS must be performed by an EIFS contractor acceptable to the Landlord and all penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent EIFS finish.
5. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, storefront, upon the exterior walls of the building, or within 24 inches of the show or storefront windows.
6. Each Tenant who has a non-customer door for receiving merchandising may have, as approved by the Landlord, in 2-inch high block letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied. Color of letters will be as selected by the Landlord.
7. No can, box, exposed skeleton neon, non-illuminated, audible, flashing or animated signs shall be allowed. No signs with the face perpendicular to the face of the building or storefront shall be allowed. No exposed lamps, transformers, tubing, raceways, crossover, conductors or conduit shall be allowed.
8. Subject to Landlord's specific approval, registered corporate logos, shield, etc., will be permitted provided they are contained within the designated signable area, comply with these sign specifications and conform to the applicable height, width and color allowance as outlined.
9. Revisions to or deviations from these specifications and conditions, including re-allocation or relocation of assigned signable area shall be at Landlord's sole discretion.
10. Tenant shall install on the storefront the numbers for the street address and/or suite number in the exact location, size, type and color as required by the Landlord.

### **Sign Manufacturing Requirements**

1. Only sign vendors approved by the Landlord shall be allowed to manufacture and install all exterior signage.
2. Tenant shall be liable for the operations of Tenant's sign contractor.
3. All signs shall be constructed and installed, including electrical hook-up from Tenant's meter, at Tenant's expense.
4. No projections above or below the sign limits will be permitted. Signs must be within limits indicated.
5. Signs must not exceed 36" in height. The depth from the back of the sign to the face shall be a maximum of five inches. If text is stacked due to restricted length, each line of text must be no less than 12" in height with overall signage height not to exceed 36".
6. Signs shall consist of individually and internally illuminated pan channel letters with a 1" trim cap and mounted to 8" high x 8" deep raceways. Raceways shall be required to be painted to match the building façade. The color of the returns shall be approved by the Landlord. Letter fastening clips are to be concealed and be of galvanized stainless or aluminum metals.
7. No sign letters or components shall have exposed neon or other exposed lighting. All light sources shall be concealed by translucent material. Sign letters or components may be back-illuminated with lamps wholly concealed within the

#14

8. depth of the letter. Maximum brightness shall not exceed 100 foot-lamberts.
9. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location, except UL labels as provided by code.
10. The width of Tenant's fascia sign shall not exceed 80 percent of the width of Tenant's bay and shall be centered vertically and horizontally on the allocated sign area.
11. Individual illuminated channel letters shall be constructed out of aluminum with 5" returns and  $\frac{1}{4}$ " weep holes in the bottom of each letter.
12. Plexiglas faces shall be 3/16" thick and Landlord shall approve color. Trimcap to be 1" wide and color shall be approved by Landlord.
13. Each channel letter and transformer(s) to be wired behind the mounting surface.
14. Midpoint grounded installations shall not be acceptable.
15. All signs must be UL approved. All transformers must comply with NEC Article 600-23 and UL's 2161 specifications per the City of Omaha's electrical code. These transformers are also known as Ground Fault Protected Transformers. 60 MA transformers shall use all mercury (argon gas) tubing. 30MA transformers may be used on red (neon) tubing.

#### Prohibited Signs

The following sign types or sign components will not be permitted:

1. Signs of box or cabinet type.
2. Letters using any color, style, material or placement other than those specified by criteria.
3. Signs employing exposed transformers.
4. Moving or rotating signs.
5. Signs employing moving or flashing lights.
6. Signs, letters, symbols or identification of any nature painted directly on sign or background surfaces.
7. Signs employing un-edged or uncapped letters, or letters with no returns and exposed fastenings.
8. Cloth, wood, paper or cardboard signs, stickers, decals, or painted signs around or on exterior surfaces (including doors and/or windows) of the Premises, unless approved by Landlord.
9. Freestanding signs.
10. Rooftop signs.
11. Signs employing noise-making devices or components.
12. Signs exhibiting the names, stamps, or decals of the sign manufacturer or installer.

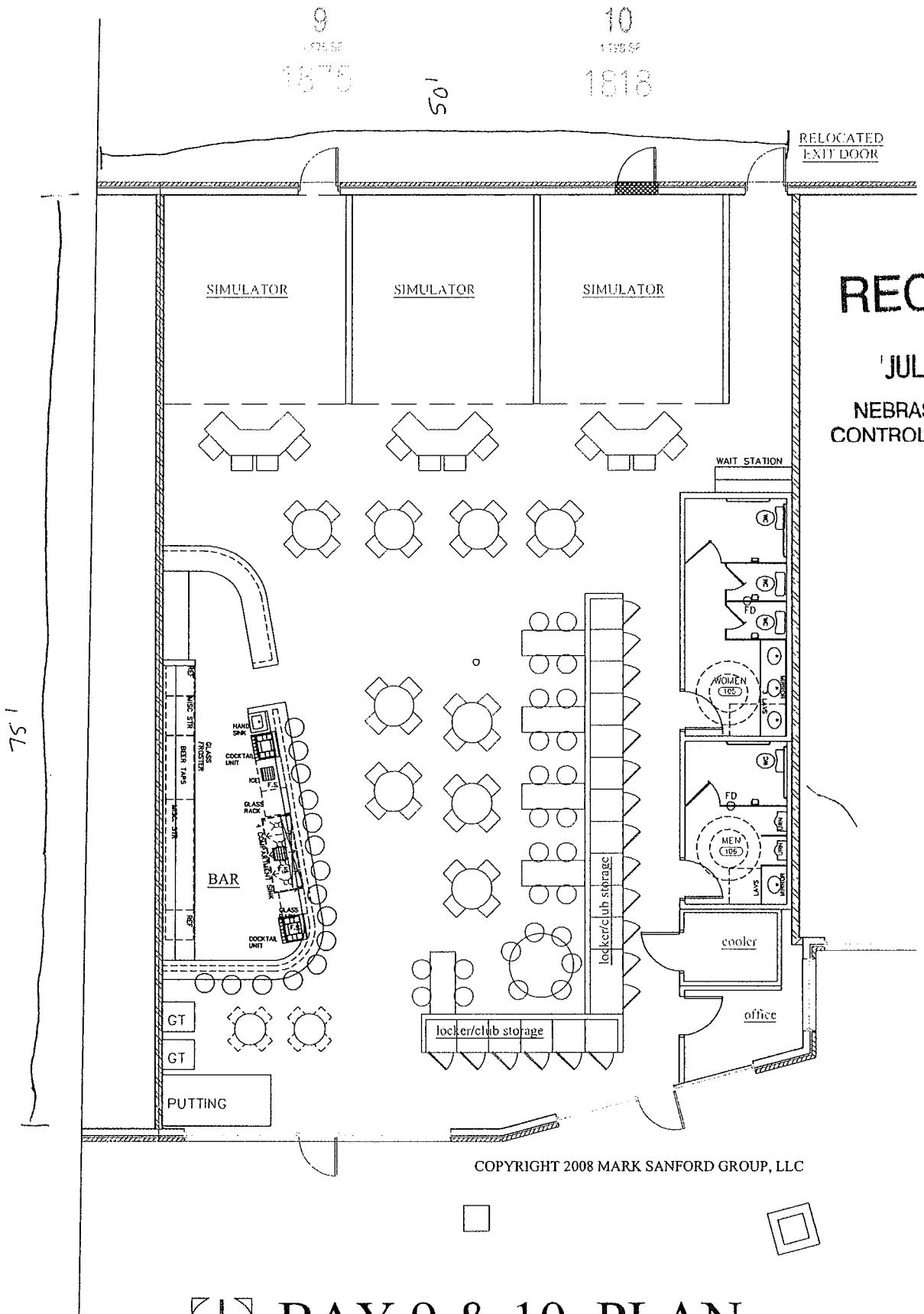
#### Submittals and Approval

1. Signs must be approved by the Landlord before manufacturing is begun or permits are applied for and will be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of the Landlord.
2. Approval of sign drawings, store design drawings or working drawings and specifications for the Premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings and specifications is required.
3. Tenant shall submit drawings and specifications including samples of materials and colors, if needed, for all proposed sign work to Landlord before fabrication. Three (3) sets of detailed drawings shall be submitted to Landlord. The drawings shall clearly show location, size, layout, method of attachment, design, colors, proposed graphics, logos, and position and location of sign on the building elevation. Tenant should note that approval may take two or more weeks. Full information regarding electrical load requirements and brightness in foot-lamberts is to be included for all signs.
4. Landlord shall return one (1) set of the sign drawings to the Tenant marked "Approved" "Approved as Noted," or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall need to obtain any applicable sign permit from the City of Omaha. The City of Omaha will not approve the sign permit without a drawing marked with Landlord's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Landlord for approval. The Landlord will retain two (2) sets of drawings.

5. No signage shall be manufactured or installed until the Landlord with the "Approved or "Approved as Noted" has returned the drawings.

6. All permits for signs and their installation shall be obtained by the Tenant or Tenant's representative and shall be signed by the Landlord prior to being sent to the City of Omaha.

11/14



## BAY 9 & 10 PLAN

0 10' 20' 30'