



*CITY OF LA VISTA*

*CERTIFICATE OF APPRECIATION*

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

WHEREAS, **Brenda Gunn** has served the City of La Vista since July 28, 1997, and

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

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

DATED THIS SEVENTH DAY OF AUGUST 2007.

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

\_\_\_\_\_  
Ron Sheehan  
Councilmember, Ward I

\_\_\_\_\_  
Brenda Carlisle  
Councilmember, Ward I

\_\_\_\_\_  
Robert McLaughlin  
Councilmember, Ward II

\_\_\_\_\_  
Terrilyn Quick  
Councilmember, Ward II

\_\_\_\_\_  
Mark Ellerbeck  
Councilmember, Ward III

\_\_\_\_\_  
Alan Ronan  
Councilmember, Ward III

\_\_\_\_\_  
Kelly Sell  
Councilmember, Ward IV

\_\_\_\_\_  
Anthony Gowan  
Councilmember, Ward IV

ATTEST:

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





**CITY OF LA VISTA**

***CERTIFICATE OF APPRECIATION***

A CERTIFICATE OF APPRECIATION PRESENTED TO **MARCIA SCHIPPER** FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Marcia Schipper** has served the City of La Vista since August 5, 2002, and

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

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Marcia Schipper** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS SEVENTH DAY OF AUGUST 2007.

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

\_\_\_\_\_  
Ron Sheehan  
Councilmember, Ward I

\_\_\_\_\_  
Brenda Carlisle  
Councilmember, Ward I

\_\_\_\_\_  
Robert McLaughlin  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark Ellerbeck  
Councilmember, Ward III

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Alan Ronan  
Councilmember, Ward III

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Kelly Sell  
Councilmember, Ward IV

\_\_\_\_\_  
Anthony Gowan  
Councilmember, Ward IV

ATTEST:

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



# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING July 17, 2007

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 17, 2007. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Finance Director Lindberg, Community Development Director Birch, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, 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 5, 2007. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

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

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

### SERVICE AWARD – MICHALA IVEY – 5 YEARS

Mayor Kindig presented a certificate and pin to Michala Ivey for 5 years of service to the City.

### PROCLAMATIONS – INTERNATIONAL CLOWN WEEK, NATIONAL NIGHT

Mayor Kindig presented a proclamation for National Night Out on August 7, 2007 to Police Chief Lausten and Fire Chief Uhl. Mayor Kindig presented the International Clown Week proclamation to 3 representatives of the Omaha Wild Clown-Dum Alley #147. Balloons were presented from the clowns to the Mayor and others in attendance.

### APPOINTMENT TO LIBRARY ADVISORY BOARD – VALERIE RUSSELL – 2 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Valerie Russell to the Library Advisory Board for a 2 year term. Councilmember Sell motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. MINUTES OF THE JULY 3, 2007 CITY COUNCIL MEETING
3. MINUTES OF THE MAY 10, 2007 LIBRARY ADVISORY BOARD
4. MINUTES OF THE JUNE 20, 2007 PARK & RECREATION ADVISORY COMMITTEE MEETING
5. PAY REQUEST FROM THIELE GEOTECH FOR CONCRETE TESTING - SOUTHPORT WEST TRAFFIC SIGNALS SECTION 1 - \$455.00
6. APPROVAL OF CLAIMS

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

ACTION BATTERIES, Electric Cart	599.60
ALAMAR UNIFORMS, Wearing Apparel	79.99
ALL FLAGS, Professional Services	562.51
AMERICAN PLANNING ASSOCIATION, Dues	695.00
AMSAN, Supplies	218.15
ANDERSON FORD LINCOLN MERCURY, Vehicle Maint.	138.69
AQUA-CHEM, Supplies	275.25
AQUILA, Utilities	77.31
ARAMARK UNIFORM SERVICE, Contract Services	198.92



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ASAP SOFTWARE, Contract Services	309.00
ASPHALT & CONCRETE MATERIALS, Street Maint.	451.71
ASSOCIATED FIRE PROTECTION, Contract Services/Bldg & Grnds	435.00
BAKER & TAYLOR BOOKS, Books	328.39
BCDM-BERINGER CIACCIO DENNELL, Professional Services	1,927.50
BEACON ATHLETICS, Training	109.00
BENNINGTON IMPLEMENT, Vehicle Maint.	3,707.48
BRENTWOOD AUTO WASH, Vehicle Maint.	140.00
BRODART, Books	368.04
BUETHE, PAM, Travel/Supplies/Professional Services	300.31
BUILDERS SUPPLY, Street Maint.	62.12
CARDMEMBER SERVICE, Travel/Books/Supplies/Training	5,435.49
CENTER POINT PUBLISHING, Books	78.48
CIVIC PLUS, Contract Services	10,100.00
CJ'S HOME CENTER, Bldg & Grnds/Vehicle Maint.	797.44
COMP CHOICE, Professional Services	1,498.00
CONTROL MASTERS, Bldg & Grnds	45.60
COUNCIL OF STATE GOVERNMENTS, Books	112.50
COX, Contract Services	140.15
CUES, Vehicle Maint.	165.35
D & D COMMUNICATIONS, Bldg & Grnds	45.00
DIAMOND VOGEL PAINTS, Street Maint.	148.05
DOUGLAS COUNTY SHERIFF'S OFC, Contract Services	50.00
ED M. FELD EQUIPMENT, Equipment	436.00
ED ROEHR SAFETY PRODUCTS, Equipment	1,226.31
EMS BILLING SERVICES, Rescue Revenue	1,675.15
ENTERPRISE LOCKSMITHS, Bldg & Grnds	102.50
FASTENAL COMPANY, Vehicle Maint.	24.69
FEDEX KINKO'S, Printing	47.00
FELSBURG HOLT & ULLEVIG, Southport	750.00
FILTER CARE, Vehicle Maint.	118.45
FIRMATURE, STEVE, Contract Services	36.00
FITZGERALD SCHORR BARMETTLER, Professional Services	10,742.81
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,163.50
GENWORTH, Payroll Withholdings/Employee Benefits	9,199.37
GRAYBAR ELECTRIC, Bldg & Grnds	173.28
GREAT PLAINS ONE-CALL SVC, Contract Services	417.82
H & H CHEVROLET, Vehicle Maint.	347.98
HANEY SHOE STORE, Wearing Apparel	240.00
HARBOR FREIGHT TOOLS, Bldg & Grnds	30.96
HARLEY DAVIDSON, Vehicle Maint.	6.48
HARM'S TRAILER CRETE, Street Maint.	124.00
HENRY, MARK, Contract Services	54.00
HOLIDAY INN, Travel	130.00
HOME DEPOT, Supplies/Bldg & Grnds	59.90
HUNTEL, Contract Services	117.50
HYDROLOGIC WATER MANAGEMENT, Bldg & Grnds	87.45
HY-VEE, Flowers	56.30
I.D. EDGE, Supplies	133.16
INDUSTRIAL SALES COMPANY, Bldg & Grnds	274.49
INFO USA, CD Rom	1,100.00
INLAND TRUCK PARTS, Vehicle Maint.	77.21
J Q OFFICE EQUIPMENT, Contract Services	262.45
JOHNSON HARDWARE, Bldg & Grnds	37.14
KERSTENS & LEE, Southport	55,726.06
KREIS, KELLIE, Refund	20.00
KRIHA FLUID POWER, Vehicle Maint.	5.80
KROGER, Supplies	75.52
KUSTOM SIGNALS, Supplies	111.00
LAUGHLIN, KATHLEEN, Payroll Withholding	372.00
LEAGUE ASSN OF RISK MGMT, Insurance	7,275.00
LEAGUE OF NEBRASKA MUNICIPAL-, Dues	424.00
LINWELD, Supplies/Street Maint.	159.20
LOGAN CONTRACTORS SUPPLY, Street Maint.	40.78
LOU'S SPORTING GOODS, Supplies	151.44
LUEBBERT, RAY, Travel	264.00
LYMAN-RICHEY SAND & GRAVEL, Maintenance	185.51
METRO AREA TRANSIT, Senior Van/Contract Services	10,837.74
MIDWEST TURF & IRRIGATION, Bldg & Grnds	183.36
MOORE, WAYNE, Contract Services	54.00
MORRELL WATER SERVICES, Equip. Maint.	3,652.00
MULHALL'S, Bldg & Grnds	509.50



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NE LAW ENFORCEMENT, Travel/Training	410.00
NEBRASKA AIR FILTER, Bldg & Grnds	111.60
NEBRASKA TURF PRODUCTS, Supplies	195.00
NEBRASKALAND CONF BLDG OFFCL, Training	90.00
NEUMAN EQUIPMENT, Vehicle Maint.	38.00
OFFICE DEPOT, Supplies	303.39
OMAHA COMPOUND, Bldg & Grnds	11.26
OMAHA WINNELSON, Bldg & Grnds	115.70
OPPD, Utilities	33,703.75
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	320.58
PAYLESS, Supplies	21.17
PEPSI COLA, Concessions	530.00
POWER PLAN, Vehicle Maint.	65.69
PRECISION INDUSTRIES, Vehicle Maint.	82.53
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	155.25
PSI PLASTIC GRAPHICS, Supplies	492.44
QUALITY BRANDS, Concessions	261.70
QWEST, Telephone	81.81
RAINBOW GLASS & SUPPLY, Bldg & Grnds	25.00
RAMIREZ, RITA, Travel	89.76
READY MIXED CONCRETE, Street Maint.	4,639.05
SAM'S CLUB, Concessions, Supplies	1,851.08
SARPY COUNTY CHAMBER OF, Travel	135.00
SARPY COUNTY LANDFILL, Bldg & Grnds	86.56
SCHILDHAUER, BARB, Books	41.95
STAPLES, Supplies	69.47
SUBURBAN NEWSPAPERS, Legal Advertising	806.39
TED'S MOWER SALES & SERVICE, Equipment	23.70
THOMPSON DREESSEN & DORNER, Professional Services	13,393.52
THREE RING ENTERPRISES, Vehicle Maint./Bldg & Grnds	880.00
TREADWAY GRAPHICS, Supplies	256.60
TURF SUPPLY COMPANY, Supplies	1,485.00
UAP DISTRIBUTION, Supplies	744.44
UNITED HEALTHCARE, Rescue Revenue	410.00
UNITED WAY OF THE MIDLANDS, Payroll Withholdings	60.00
UNIVERSITY OF NE LINCOLN, Training	15.00
UPS, Postage	10.89
UPSTART, Summer Reading Program	34.50
WASTE MANAGEMENT, Contract Services	893.14
WESTERN ENGINEERING, 84th Street	86,357.47
WULF, ANGELA, Repair	29.95
ZEE MEDICAL, Supplies	255.05
ZIMCO SUPPLY, Supplies	427.50
ZOCKLEIN & ASSOCIATES, Training	299.00

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

Public Works Director Soucie reported to Council on the completion of the 84th street resurfacing project. He stated that some striping needs to be finished on side streets.

Soucie informed Council the City has received a mini grant of \$750 from the Sarpy/Cass County Health Department and has tentatively scheduled a tire recycling event for August 25, 2007.

Soucie informed Council that the Giles Road interstate signs have been change. He stated that I-80 locator signs have been requested from the State to install in the Southport area.

Soucie informed Council that since sign improvements on Giles Road, from 66th Street to 72nd Street, were completed; there has been no improvement in traffic compliance.

Library Director Iwan thanked the Council for allowing her to attend the National Library Conference in Washington D.C. The City received 20-25 free books. Iwan stated there were good ideas on teen activities. She stated that the conference was good, though the organization of the event was poor. Iwan thanked Valerie Russell for becoming a member of the Library Advisory Board.

## **PRESENTATION OF BADGES TO FIRE DEPARTMENT PERSONNEL – MIKE BOLEY, ROY FROEHLICH, JOSH GRIESEMER, KYLE JONES, AND BRAD QUEDENSLEY**

Fire Chief Uhl introduced and presented badges to the following new full members of the La Vista Volunteer Fire and Rescue Department: Mike Boley, Roy Froehlich, Josh Griesemer, Kyle Jones, and Brad Quedensley



# MINUTE RECORD

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**B. APPLICATION FOR REPLAT, FINAL PUD PLAN & AMENDMENT TO PUD ORDINANCE –  
LOTS 1-4, SOUTHPORT EAST REPLAT NINE (SOUTHPORT PKWY. & EASTPORT PKWY.)  
1. PUBLIC HEARING (CONTINUED FROM 6/19/07 MEETING) REQUEST TO CONTINUE**

Councilmember Sheehan made a motion to continue the public hearing for the Application for Replat, Final PUD Plan & Amendment to PUD Ordinance – Lots 1-4, Southport East Replat Nine (Southport Pkwy & Eastport Pkwy) until the August 7, 2007 meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried

**C. RESOLUTION – PURCHASE OF FIREFIGHTER BUNKER GEAR**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 07-069: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FIVE SETS OF GLOBE G7 BUNKER GEAR FROM MUNICIPAL EMERGENCY SERVICES, INC., SNYDER, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$8,500.00.

WHEREAS, the Mayor and City Council have determined that it is necessary to purchase bunker gear for the Fire Department; and

WHEREAS, funds are provided in the FY 06/07 General Fund Budget for the proposed purchase; and

WHEREAS, the purchase of this bunker gear will bring the department closer to attaining NFPA 1971 compliance for the 2007 standards for protective gear; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorizes the purchase of five sets of Globe G7 Bunker Gear from Municipal Emergency Services, Inc., Snyder, Nebraska in an amount not to exceed \$8,500.00.

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

**D. RESOLUTION – AWARD OF CONTRACT – EASTERN NEBRASKA OFFICE ON AGING**

Councilmember Quick introduced and moved for the adoption of Resolution No. 07-070: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program.

Seconded by Councilmember Sell. Councilmember Sheehan asked if the Community Center could stay over the required 10 adults stated in the contract. Recreation Director Stopak stated that there has been no problem staying above that number. The City is trying to go to serving meals 5 days per week, but funding to ENOA is restricted. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

**E. RESOLUTION – AMEND PERSONNEL POLICY AND PROCEDURES MANUAL**

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 07-071: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 3, OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING MEMBERSHIP IN THE VOLUNTEER FIRE DEPARTMENT.



# MINUTE RECORD

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

July 17, 2007

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, Subsection 3.7 is being proposed for change in the manual to delete the words "or membership in the Volunteer Fire Department".

WHEREAS, it is the desire of the City Council to amend Section 3, of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change submitted at the City Council meeting to Section 3 regarding membership in the La Vista Volunteer Fire Department.

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

**F. RESOLUTION - APPROVE EXECUTION AND DELIVERY OF DESIGNATION OF FINAL RATES AND MATURITY SCHEDULE FOR ECONOMIC DEVELOPMENT FUND BONDS, SERIES 2007, IN THE STATED PRINCIPAL AMOUNT OF \$20,695,000 AND WITH A MAXIMUM INTEREST RATE OF 7.73%**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 07-072: A RESOLUTION OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION AND DELIVERY OF THE DESIGNATION OF FINAL RATES AND MATURITY SCHEDULE FOR THE ECONOMIC DEVELOPMENT FUND BONDS, SERIES 2007, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF \$20,695,000, INCLUDING FINAL INTEREST RATES VARYING FROM THOSE SET IN RESOLUTION 07-064.

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

Section 1. The Mayor and Council of the City of La Vista, Nebraska, hereby find and determine that pursuant to Resolution No. 07-064 (the "Bond Resolution") the City's Economic Development Fund Bonds, Series 2007, (the "Bonds") have been offered for sale and because of changes in interest market conditions, it is necessary and advisable for the Mayor and Council to approve the final rates and maturity schedule varying from the directions set under the Bond Resolution; that the final terms for the Bonds are set forth in the form of Designation of Final Rates and Maturity Schedule (the "Designation") presented at this meeting; that the Designation includes certain undertakings on the part of the City related to the sale and issuance of the Bonds and is in proper form and should be and is hereby approved.

Section 2. The officers of the City (or any one or more of them), including but not limited to the Mayor and the City Treasurer are hereby authorized to execute and deliver the Designation for and on behalf of the City.

Section 3. The terms of the Bond Resolution as modified by the final terms set forth in the Designation are hereby ratified and confirmed. This resolution is hereby determined to be a measure necessary to carry out the contractual obligations of the City relating to the issuance of bonds as provided for in the Master Agreement (as defined in the Bond Resolution) and shall be in force and take effect from and after its adoption, as provided by law.

Seconded by Councilmember Ellerbeck. City Administrator Gunn explained the language of the Resolution, and stated that Dan Smith of D.A. Davidson was in attendance to answer any questions. Councilmember Sheehan inquired as to whether the issue date on these bonds will be the same. Smith said the date will be the same on all of these bond issues. Councilmembers voting aye: Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: Sell. Absent: None. Motion carried.

**F1. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS WITH FOP AND PW COLLECTIVE BARGAINING UNIT**

At 6:30 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest to discuss contract negotiations regarding the Fraternal Order of Police collective bargaining agreement and the Public Works Collective Bargaining Unit. Seconded by Councilmember Gowan. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion and repeated the motion. Councilmembers voting aye:

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Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

At 7:06 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Sell. Mayor Kindig stated the discussion in executive session was limited to the subject matter contained in the original motion. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **G. CONDITIONAL USE PERMIT – HOME OCCUPATION (BEAUTY SALON) 9106 GROVE COURT**

### **1. PUBLIC HEARING**

At 7:07 p.m. Mayor Kindig stated the floor was now open for discussion on a Conditional Use Permit – Home Occupation (Beauty Salon) 9106 Grove Court.

Community Development Director Birch informed Council that she received a call late this afternoon from a property owner and was informed that the subdivision covenants do not allow a home occupation. Jina and Steve Sedlacek, the owners of the property, were in attendance to answer any questions. Mrs. Sedlacek addressed the council regarding the question of this business being allowed in their covenants. She stated there was no language prohibiting this and, although she knows the city does not enforce covenants, she brought a copy for the council to view if they so desired.

Mayor Kindig asked if anyone else in attendance desired to comment on the proposed Conditional Use Permit. No one came forward. Consequently, at 7:13 p.m. Councilmember McLaughlin made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmember Gowan asked if there was a limit of one appointment at a time, and was informed by Mrs. Sedlacek that this was correct and there will be no walk-ins and ample time between appointments in order to eliminate any chance of an overlap. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **2. RESOLUTION – APPROVAL OF CONDITIONAL USE PERMIT**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 07-073: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT TO JINA SEDLACEK TO LOCATE AND OPERATE A HOME OCCUPATION (BEAUTY SALON) AT 9106 GROVE COURT.

WHEREAS, Jina Sedlacek has applied for a conditional use permit for the purpose of locating and operating a Home Occupation (Beauty Salon) at 9106 Grove Court; 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 conditions identified within Section 7.10 of the Zoning Ordinance.

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 for Jina Sedlacek to locate and operate a Home Occupation (Beauty Salon) at 9106 Grove Court.

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

## **H. APPLICATIONS FOR REPLAT AND ZONING TEXT AMENDMENT, SOUTHPORT EAST REPLAT TEN, LOTS 1 & 2 (PORT GRACE BLVD. & EASTPORT PARKWAY)**

### **1. PUBLIC HEARING**

At 7:14 p.m. Mayor Kindig stated the floor was now open for discussion on Applications for replat and Zoning Text Amendment, Southport East Replat Ten, Lots 1 & 2 (Port Grace Blvd. & Eastport Parkway). Brad Underwood, representing the applicant, was present to answer any questions.

Councilmember Sheehan asked what types of buildings were being considered. Mr. Underwood responded that the building would be ½ daycare and ½ would be leased out. Mayor Kindig questioned the installation of fencing. Community Development Director Birch responded that fencing requirements would be addressed with a conditional use permit.



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At 7:17 p.m. Councilmember Carlisle made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried

## **2. RESOLUTION – APPROVE APPLICATION FOR REPLAT**

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 07-074: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE REPLAT FOR LOTS 1 AND 2, SOUTHPORT EAST REPLAT TEN, BEING A REPLATTING OF LOT 10B, SOUTHPORT EAST, A SUBDIVISION LOCATED IN THE EAST ½ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for the proposed Southport East Replat Ten Subdivision; and

WHEREAS, the City Administrator and the City Engineer have reviewed the replat; and

WHEREAS, on June 21, 2007, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to resolution of items identified by the city engineer and staff.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 1 and 2, Southport East Replat Ten, being a replatting of Lot 10B, Southport East, a subdivision located in the East ½ of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of Port Grace Blvd. & Eastport Parkway be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. A staking bond or certification that all lot corners have been pinned should be provided prior to the Mayor signing the final plat, if it is approved.
2. An additional full access point is proposed from Eastport Parkway. Review of the site distance for this access will require a site distance easement to ensure that landscaping or other site improvements do not obstruct this sight line.
3. A note shall be added to the plat as follows: "One vehicular access onto Eastport Parkway will be allowed to serve Lots 1 and 2 at one of the two locations.
4. No direct vehicular access will be allowed from either lot to Harrison Street.
5. Direct vehicular and pedestrian access to Southport East Replat Four shall be provided for in the design of any future development.
6. Pedestrian access shall also be obtained via sidewalks that will be required on the two frontages of Eastport Pkwy. and Port Grace Blvd.
7. "Corner Streetscapes" will be installed on the southeast corner of Lot 2. An existing landscape easement exists on this corner to help accommodate this.

BE IT FURTHER RESOLVED that a waiver of Section 4.15 of the Subdivision Regulations, regarding Design Standards, Lots, be granted subject to the following:

1. Access to Lot 1 shall be served by an access easement (see Plat note #5); and
2. Both Port Grace Blvd. and Eastport Parkway shall be utilized for vehicular access points via driveway connections between the lots in Replat Ten and Replat Four.

Seconded by Councilmember Quick. Councilmember Sheehan asked if the replat is to accommodate the daycare. Mr. Underwood stated the current split is for the daycare. Councilmembers voting aye: Sell, Ronan, Quick, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: Sheehan. Absent: None. Motion carried.

## **3. ORDINANCE – APPROVE ZONING TEXT AMENDMENT**

Councilmember Sell introduced Ordinance No. 1041 entitled: AN ORDINANCE TO AMEND SECTION 5.12.03 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.12.03 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Gowan seconded the motion to suspend the rules and upon roll call

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vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: Sheehan. The following were absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Sell. Councilmember Sheehan stated he was not against the opening of a daycare, but was concerned that the amendment would allow for stand alone daycares. He feels the Council should be more restrictive in the future when considering businesses that would fit best in this area. The Mayor then stated the question was, "Shall Ordinance No.1041 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Ronan, Quick, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: Sell and Sheehan. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **I. APPLICATIONS FOR REZONING AND REPLAT, SOUTHPORT EAST REPLAT, SOUTHPORT EAST REPLAT ELEVEN, LOTS 1-3 AND OUTLOT A (EASTPORT PARKWAY & GILES RD)**

### **1. PUBLIC HEARING**

At 7:23 p.m. Mayor Kindig stated the floor was now open for discussion on Applications for Rezoning and Replat, Southport East Replat, Southport East Replat Eleven, Lots 1-3 and Outlot A (Eastport Parkway & Giles Rd.

There was no additional information presented by City staff. Ron Smith was in attendance to answer any questions.

At 7:24 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried

### **2. ORDINANCE – APPROVAL OF REZONING**

Councilmember McLaughlin introduced Ordinance No. 1042 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember McLaughlin moved for final passage of the ordinance which motion was seconded by Councilmember Carlisle. The Mayor then stated the question was, "Shall Ordinance No.1042 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

### **3. RESOLUTION – APPROVE APPLICATION FOR REPLAT**

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 07-075: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE REPLAT FOR LOTS 1-3 AND OUTLOT A, SOUTHPORT EAST REPLAT ELEVEN, BEING A REPLATTING OF LOTS 1-3, SOUTHPORT EAST REPLAT SEVEN, A SUBDIVISION LOCATED IN THE EAST ½ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for the proposed Southport East Replat Eleven Subdivision; and

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WHEREAS, the City Administrator and the City Engineer have reviewed the replat; and

WHEREAS, on June 21, 2007, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to resolution of items identified by the city engineer and staff.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 1-3 and Outlot A, Southport East Replat Eleven, being a replatting of Lots 1-3, Southport East Replat Seven, a subdivision located in the East ½ of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located east of Eastport Parkway & Giles Road be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. A staking bond or certification that all lot corners have been pinned should be provided prior to the Mayor signing the final plat, if it is approved.
2. Vehicular access is proposed to Eastport Parkway. Access to Lots 1-3 would be served by an access easement (see Plat note #5). A private street will serve all three lots and Lots 2 and 3 will be connected by an internal vehicular access.
3. The plat needs to notate the location of a full vehicular ingress/egress location in Outlot A located opposite of the location of the existing access location on the opposite side of Eastport Parkway in Replat Six.
4. No direct vehicular access will be allowed to Giles Road.
5. Pedestrian accesses from Eastport Parkway and between the lots shall be integrated into the design of each lot.
6. "Corner Streetscapes" will be installed on the southwest corner of Lot 2. A landscape easement needs to be included on the plat to help accommodate this.
7. A revised drainage plan must be submitted.

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor or Council.

## ADJOURNMENT

At 7:24 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

ATTEST:

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

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



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

## LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP JULY 16, 2007

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 16, 2007. Present were Mayor Kindig and Councilmembers Sell, Ronan, Sheehan, Carlisle, Quick, Ellerbeck, and Gowan. Absent: McLaughlin. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Public Building & Grounds Director Archibald, Finance Director Lindberg, Library Director Iwan, Community Development Director Birch, Recreation Director Stopak, and City Clerk Buethe.

A notice of the meeting was given in advance thereof by publication in the Times on July 5, 2007. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

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

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

### IV. BUDGET WORKSHOP

Mayor Kindig stated that City Administrator Gunn and Department Heads would present their budgets to Council and answer questions.

### V. GENERAL FUND OVERVIEW

City Administrator Gunn stated that the format for this workshop would be similar to last year. She started by giving an overview of the budget. The numbers this year include the possible annexation of SID 198 and SID 200. In the early planning stages of the budget, annexation was not being considered; however, as staff worked through the budget it appeared favorable to consider annexation. The new census estimate puts La Vista at 16,041 people which is a 2% increase from estimates last year. With the annexation it would take the population to an estimated 18,336.

Gunn stated that these budget materials include multi-year forecasting which is important to help Mayor, Council, and staff plan for the future

Finance Director Lindberg addressed Council regarding the assumptions included in the budget forecast. She indicated that the percentage of growth in valuation with the annexation will be 38%, without it would be 11%. Over the past 10 years the growth in valuation has averaged about 10%. The projected revenues are based on preliminary valuation figures provided by Sarpy County. Lindberg also reported that sales tax projections are estimated at approximately \$1.6 million. The projected hotel occupancy tax is based on the pro forma information provided by the developer of the Embassy Suites and Marriott Courtyard and the Hampton Inn management staff, to be approximately \$108,000.00 for the 07/08 fiscal year.

Lindberg stated that the expense forecast is based upon 8% annual growth in personnel costs and 3% in operations. (Personnel costs have averaged about 7% over the past few years).

Councilmember Sell asked about the Interlocal-Special Services figure. Lindberg indicated that amount is for the operation of the Senior Bus Service which the city is proposing to take over from Ralston.

At 6:17 Councilmember McLaughlin arrived to take his seat.

### VI. GENERAL FUND BUDGET PRESENTATIONS

Assistant City Administrator Ramirez reviewed the budget for Mayor and Council, indicating that line item increases include a customized citizen survey. Councilmember Sheehan asked when the survey would be done. Gunn stated that the Council and staff would work to find the proper time to conduct the survey. Ramirez stated that the increase in travel and training is only due to

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projected inflationary costs. The increase in costs of other contractual services would include the funding of a lobbyist as part of a collaborative effort with other Sarpy County cities. Additional funding in Other Charges is based on actual expenses and includes such items as election expenses, the annual Tree Lighting Ceremony and La Vista Days.

Ramirez presented the budget for Boards and Commissions. She noted that additional funding is being requested for postage due to recent postage increases and the expanded distribution of the CityWise newsletters to adjacent SID's which will also create the need for additional funding in printing. All other items are based on actual expenses this past year.

Public Building and Grounds Director Archibald presented his budget to Council. His salary budget will increase as a result of this being the first full year subsequent to hiring the Maintenance Worker I position. With the opening of the new fire station, increases are proposed in motor vehicle supplies and chemical supplies. An increase is proposed in contract services to fund items such as on-going maintenance agreements, testing, inspections, and the city's portion of the maintenance service for the library/Metro Sarpy Center. Other increases requested include maintenance of the John Deere tractor and batteries for the 800 MHz radios. Archibald requested funds to reconfigure the City's wireless system to correct problems with communication for the Police and Fire Stations and to bring Public Works on to the system.

Ramirez reviewed the Administration budget with Council. She pointed out an increase in postage and printing with the anticipated increase in number of CityWise newsletters sent which will include the adjacent SIDs. An increase in professional service is requested to begin the 84<sup>th</sup> Street Visioning Process in response to the Mayor and City Council Strategic Plan. An increase is requested in travel and training to allow department heads to attend their National Conferences which was not funded in the previous budget. An increase in the annual contribution to the SCEDC is being proposed and an increase is requested due to an increase in the Sarpy County GIS fees.

Police Chief Lausten reviewed his department's budget with Council. He stated that, although he does not see the need to add any new positions this year, with the completion of the conference center and hotels, he will likely have staffing requests in next year's budget.

The Police Department is proposing to purchase four new vehicles for the fleet this year although his original request asked for three. They just had another engine die in the second Dodge Intrepid police cruiser. Through a variety of measures he would be able to fund the additional cruiser for about \$8500.00 additional funds. Lausten stated the fleet request consists of Dodge Chargers and a Crown Victoria for the canine unit.

Mayor Kindig asked Lausten to bring back numbers for the cost of a 4 wheel drive vehicle for the police department.

Councilmember Gowan asked if the Chargers have a better record than the Intrepid. Lausten stated that they are a well built vehicle for police type activities and have done well for the Police Department to date.

Chief Lausten also stated that the annual budget for animal control services should show an increase due to growth and annexation. La Vista's humane services are provided through an interlocal cooperation agreement with Sarpy County who has contracted with the Nebraska Humane Society. The City will have an annual total cost of approximately \$43,000 next year. Lausten stated the City could not provide this service on their own for that cost.

Fire Chief Uhl addressed the Council to present the Fire Department's budget. He stated that, with the addition of the second fire station and the anticipated arrival of new apparatus, increases are requested for office supplies, books, wearing apparel, motor vehicle supplies, phone, and utilities. An increase is also requested in radio maintenance to replace pagers that have exceeded their functional life.

Chief Uhl requested Capital funding for Bunker Gear to bring the department into compliance with NFPA 1971 and a Grass Truck in an effort to stay with the 15 year rotation schedule, minimize replacement costs and optimize efficiency.

Chief Uhl advised that a possible FEMA grant for \$257,347.00 will be used to purchase firefighting and EMS equipment, also the possible purchase of a fire safety house to promote fire safety to children.

Community Development Director Birch reviewed her Department's budget for Council. She stated that in terms of staffing the Department currently has two full time Building Inspectors and

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a Chief Building Official. Funding is included for an authorized part time inspector position that is not filled. Funding for this position is being requested to facilitate specialized inspection services that may be necessary as a result of the hotel project or other more sophisticated Southport projects. It is anticipated that it would be on a temporary basis until the identified project(s) were completed.

Birch stated that her department is working to streamline the review process to lessen the increase in professional services depending upon projects submitted during the year.

Birch is requesting an increase in dues to fund the costs associated with the AICP certified planner and to send him to a GIS conference for the newest version of the GIS system which has come out.

Birch also requested an increase in contractual services to update certain components of the comp plan. With a good intern this increase may be less, as some can be done in-house.

Public Works Director Soucie presented the Streets Division budget to Council. He stated that the annexation of Southwind and Val Verde have a greater impact on public works than did the annexation of Southport East and West.

Soucie stated that he has requested to have some of the National training put back into the Street budgets.

Soucie proposed the addition of one Maintenance Worker II position to coincide with the annexation. Along with this addition there would be an increase in wearing apparel and cleaning for one new employee.

Soucie requested an increase in motor vehicle supplies due to increases in fuel, oil, anti-freeze, and tires.

Soucie stated Lab and maintenance supplies will increase due to the annexation, along with utilities.

In Capital items Soucie requested 2 dump trucks and a material spreader.

Councilmember Sell asked what the dump truck purchase last year was for. Soucie stated that with the lane miles added due to the annexation of Southport East and West, the City went from four districts to five districts, thus the dump truck was for the fifth district.

Mayor Kindig questioned if the traffic sign budget covered replacement of the incorrect street signage in SIDs that are annexed in. Soucie stated that it does. Discussion was held regarding the responsibility of the developers to comply with the cities sign regulations when these developments begin.

At 7:32 p.m. Councilmember McLaughlin made a motion to take a fifteen minute recess. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Sell. Nays: None. Absent: None. Motion carried.

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

Soucie presented the Parks Division budget. The addition of one Maintenance Worker II position was requested, as well as two additional seasonal positions. These positions will be needed in order to maintain the parks associated with the proposed annexation. With the addition of these positions there will be an increase in wearing apparel and cleaning.

Soucie requested an increase in motor vehicle supplies due to increases in fuel, oil, anti-freeze, and tires.

Soucie stated Lab and maintenance supplies will increase due to the annexation along with utilities, machine and tool maintenance, and motor vehicle maintenance.

Capital items requested are two replacement mowers and one additional mower for more efficient operations.

Recreation Director Stopak addressed Council to present his Department's budget. He stated that in personnel he is requesting an increase in part time salaries to fund additional hours to



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assist with administrative work that will result from taking over the Senior Bus program operation. He has recommended funding be added to allow one employee to attend the NRPA National Congress.

In Capital purchases Stopak requested funds to replace audio visual equipment which is 13 years old and to purchase an elliptical trainer to replace the current one that is 7 years old and requires frequent repair and service.

Councilmember Sell asked if taking over the Senior Bus Program would be a "wash" budget wise.

At this point the Senior Bus portion of the presentation was moved up in order for Recreation Director Stopak to address Councilmember Sells question.

Stopak presented the Senior Bus Budget. With the City of La Vista taking over the administration of the Senior Bus Program from Ralston there will be new funding requests in this budget and also a new revenue item for the portion paid by Ralston. La Vista will assume responsibility for hiring the part-time bus drivers. A portion of the salaries for the recreation director, program director, and administrative secretary is also included in this budget. Funding is requested for wearing apparel for the drivers to add a more professional look to the operation. Ralston will be billed for expenses based on the number of riders they have, as is the current practice. Increases in our budget would be due to an increased rider base of La Vista citizens or decrease of Ralston citizens along with increases for daily operations such as fuel and maintenance.

Councilmember Sheehan asked if the City takes on any additional liability when we take over administration of the program. City Administrator stated that staff would look into that.

Soucie again addressed the Council regarding the Sports Complex budget. No additional funding is requested although Soucie stated that utilities are a "balancing act" in that if field lighting increases, watering is decreased to offset the cost. Soucie also stated that they would like to be able to do some special landscaping projects if any funds become available.

Library Director Iwan presented her budget information to Council. She reported that many requested increases are due to the proposed annexation. The training increase is due to the classes at UNO for one staff member not being covered by State Aid/grant in FY08. Funding is also requested to replace computers in the computer lab and for staff; and for the purchase of computer lab chairs.

Stopak addressed Council regarding the Swimming Pool budget. He stated that the increase in part-time salaries reflects a wage increase for returning guards and assistant managers. Funds are also requested for the purchase of 20 chaise lounge chairs for the pool to bring the total number of chairs to 44.

Councilmember Sheehan asked if pre-employment physicals are done for all the part-time employees. Stopak stated that they are.

Ramirez presented the Human Resources budget. The Human Resource Assistant's salary is included in this budget as well as a portion of the Assistant City Administrators salary.

Ramirez stated that funds were being requested to facilitate a compensation study in response to the Mayor and Council's strategic plan.

Councilmember Sheehan stated that he opposes a study for this purpose. City Administrator Gunn stated that currently we have a hodgepodge of classifications in our compensation plan. We were able to conduct our own study regarding wages for department heads as there is not such a difference in job descriptions from city to city. As we go into other levels of the organization there can be immense differences in positions from one city to another. Councilmember Gowan asked Councilmember Sheehan who would do this study if we don't hire a company. Sheehan stated that the Department Heads should do this for each of their positions. Gunn stated that the time spent by Department Heads to do this would take them away from other priority tasks required of them. She further noted the potential of inconsistencies in the reviews of multiple people.

Ramirez stated that Insurance and Bonds are in this budget with a small portion in the Sewer and Golf Budgets. She stated that the LARM board voted to decrease member rates for this next year. Although this decrease will help defer some increase, we are still anticipating some increase due to the addition of the second fire station. This will be the first full year of coverage for it. Also, the addition of new equipment will result in some increase.

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Ramirez stated that funding has been requested for a professional membership in the Society of Human Resources Management which the HR Assistant has paid for personally in the past and also an increase in travel and training for the National Conference. An increase in professional services is requested based on actual expenses. These services are mostly for labor relations and pension/benefit plans.

Finance Director Lindberg presented the Public Transportation Budget. Funding is requested at the same level as last year.

## **VII. GENERAL FUND CAPITAL EXPENDITURES**

City Administrator Gunn stated that all recommended capital outlay requests are listed on Page 12 with the exception of the additional police cruiser. She stated she would answer any questions the Mayor and Council may have regarding these recommendations. There were no questions at this time.

## **VIII. MASTER FEE SCHEDULE**

Finance Director Lindberg stated that some of the changes in the schedule include a change in refunds and increases in temporary CO's, various permit fees, various platting fees, library fees, sewer use fees and recreation fees. Fees were added for Police Officer Application, Criminal History Report and fees for Special Services Van.

Councilmember Sheehan asked about the increase in the inter-Library loan fee. Library Director Iwan stated that the current fee does not even cover the cost of postage. With this increase, along with other funding the costs will be covered.

## **IX. COMMENTS FROM THE FLOOR**

City Administrator Gunn stated that the agenda for the council meeting and budget workshop for Tuesday July 17, 2007 had been amended to move the executive session to the regular council meeting.

## **X. COMMENTS FROM MAYOR AND COUNCIL**

None.

## **XI. ADJOURNMENT**

At 8:52 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP JULY 17, 2007

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:35 p.m. on July 17, 2007. Present were Mayor Kindig and Councilmembers Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Finance Director Lindberg, Library Director Iwan, Public Building and Grounds Director Archibald, Community Development Director Birch, Recreation Director Stopak, and City Clerk Buethe.

A notice of the meeting was given in advance thereof by publication in the Times on July 5, 2007. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

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

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

### IV. BUDGET WORKSHOP

Mayor Kindig reminded Council that the recommended budget proposes the annexation of Val Verde and Southwind. He asked for input from the Council regarding the proposed annexation as they had not talked about it at the workshop held on July 16. He wanted to be sure this is the direction they wish to go; as it is reflected in the budget requests and recommendations which have been put forth to this point by the department heads.

The Mayor and Council discussed the annexation and its impact on both the city and residents of the affected SIDs if an annexation would take place on October 1, 2007 or after that date. It is recommended that this will come to Council for action at the August 7, 2007 meeting.

Mayor Kindig asked if the Council wished to revisit any of the budget items presented up to this point. The consensus of the Council was to revisit any items the Council may have concerns or comments on, tomorrow night.

### **Capital Improvement Program (CIP)**

Assistant City Administrator Ramirez presented the CIP and advised that we now have the revenue figures to help determine what projects can be funded from the list of items prioritized by staff and Council. Some projects have been moved out to future years and some projects have been moved to a time beyond the scope of 2013. There are five projects that were added as carryovers from the 06/07 budget due to the fact those projects have not begun or a portion will not be completed and paid out until the next fiscal year.

Ramirez stated that some of the park projects were moved out as the Master Park Plan identifies that individual park master plans will need to be completed by staff prior to the recommendation of improvements. Other items may be affected by what the Council decides with the aquatic facility. Some projects have also been earmarked in order to be considered by Council as a part of a future bond issue.

Councilmember Gowan inquired as to what the remaining money is for in the Quiet Zone project. Ramirez stated that the amount will be used for any actual physical work that will need to be done. There is no more money that will be paid out on the study itself.

Councilmember Sell requested that the Portal Greenway Project be moved up to bring the money from the 08/09 budget to the 07/08 budget as he would like to see the study from the engineer showing a possible park along that greenway. Public Works Director Soucie stated that the money budgeted in this next year would be for the engineer to design the project which would look at a possible park. Gunn explained that the intent is to have the engineer begin possibly in the spring of 2008 in order for it to be a continuous process running into the 08/09 budget where



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more money has been proposed. Councilmember Sell said that the money is fine where it is budgeted as long as it includes the plan for the greenway/park.

Councilmember Sheehan motioned to move the municipal facilities plan to 2013 to wait until we need a facility and do a plan the year before it is built. Gunn stated that planning is very important in order to establish organizational priorities. Gunn advised of the importance of determining a desired outcome so that short term decisions get you there. It will also ensure that you don't spend significant funds to do something you end up replacing two years later. A master facilities plan will not give us building designs, rather it will help us plan how to utilize our facilities and the space we have and to plan for the future. Councilmembers Gowan and Carlisle stated that they are in favor of moving forward with this plan as they feel it is important in planning for the future.

Mayor Kindig called on Council members to indicate whether they want to leave the municipal facilities plan in the budget. Those wishing to leave it in were Gowan, Ellerbeck, Carlisle, Quick, Ronan, and Sell. Those wishing to remove it were McLaughlin and Sheehan.

Ramirez stated that this ongoing CIP process will be improved and requests from Council and staff will be presented for Mayor and Council review at their strategic planning session.

## **IV. COMMENTS FROM THE FLOOR**

Tim Heidenreich representing the Val Vista homeowners association voiced support of a park plan for the Val Vista area. They would like to see a recreation area that would contain basketball and tennis courts and an area for social gatherings. Currently the only place that is large enough in their area to gather is to close off a street for the gathering. They want the Council to keep this on the radar and fear it may not with the large issues of the Aquatic Center and the Thompson Creek Project.

Public Works Director Soucie reported that he met with the landscaping company with respect to the final landscaping which needs done at the water feature in the off-street parking lot. They are working on a proposal and this should be completed by the end of the year.

Soucie also reported that he would be meeting with officials regarding additional playground equipment in the area by Portal Ridge Elementary.

## **V. COMMENTS FROM MAYOR AND COUNCIL**

Councilmember Ronan complimented Public Works Director Soucie and his staff for their expedience in cleaning up the medians and areas along 84<sup>th</sup> Street as soon as the paving was completed.

Mayor reminded the council of the final night of the budget workshop on Wednesday July 18, 2007 at 6:00 p.m.

## **VI. ADJOURN**

At 8:46 p.m. Councilmember Ronan made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP JULY 18, 2007

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on July 18, 2007. Present were Mayor Kindig and Councilmembers Sell, Ronan, Quick, Sheehan, McLaughlin, Ellerbeck, and Gowan. Absent: Carlisle. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Finance Director Lindberg, Library Director Iwan, Public Building and Grounds Director Archibald, Community Development Director Birch, Recreation Director Stopak, and City Clerk Buethe.

A notice of the meeting was given in advance thereof by publication in the Times on July 5, 2007. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

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

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

### IV. BUDGET WORKSHOP

#### **Sewer Fund**

Finance Director Lindberg stated that the proposed annexation will bring in additional Sewer Use fees as currently the City is only able to collect Sewer Use fees within our city limits. A 6% increase in fees has been recommended even though a current sewer study has not been completed. It is anticipated that this study will be completed once the Interlocal agreements are in place with Omaha and with Sarpy County.

There is currently a split of administrative expenses between the General and Sewer Fund. In the future the City will need to look at a lesser amount be expended from the Sewer Fund for administrative expenses in order to sustain the fund and reserve funds for future sewer replacement.

Councilmember Gowan asked if we are having any problems with the current sewer camera as a new camera is not recommended in this budget.

Public Works Director Soucie stated that the camera works although we are finding it in need of frequent repair. Some repairs can be done in house. Soucie's concern is when the camera needs to be sent out for repair. It takes up to two weeks. Soucie advised that the trade in value is \$20,000, of which half would go to Papillion as they paid in half per the Interlocal agreement. Soucie stated funding is included in the Sewer Operations Budget for an additional full time Maintenance Worker II position due to the proposed annexation. Soucie has requested additional training money back to allow employees to keep up their certifications. There is also an increase in utilities and chemical supplies. Capital Outlay requests included the sewer camera, pickup truck and a dig tube. The sewer camera and pickup however, were not recommended.

#### **Bond Fund**

Gunn provided an overview of the Bond Fund and recommended an eight cent tax levy for debt service. With the proposed annexation the additional debt will be approximately \$6.5 million dollars, it is anticipated that the City would also receive over \$2 million dollars in cash reserve. The additional valuation will help the city's bond rating. With this increase in the bond fund tax levy and the decrease in the general fund levy the total tax increase would be approximately .03.

#### **Lottery Fund**

Lindberg stated that projections in the lottery fund show that it will not sustain the transfers into the bond fund after the year 2012.

# MINUTE RECORD

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

July 18, 2007 Budget Workshop

Councilmember McLaughlin inquired as to the reason the revenue projection was decreased in fiscal year 08/09 to \$720,000, as opposed to the \$900,000 in the budget for fiscal year 07/08. Lindberg stated that the current lottery contract expires September 30, 2008 and we are aware that other lottery operators are receiving more than the current 10%. With larger payoffs the percentage to the operator may decrease to 8% or 9%. With a larger percentage going to the operator, the city may not see amounts over their 5% as they have in the past. Lindberg stated that this revenue number is a conservative figure, but she felt there were too many new variables to feel confident with a larger projection.

## **Golf Fund**

Councilmember McLaughlin referenced the remaining debt schedule for the Golf Course and proposed that the City pay this debt down with lottery funds. McLaughlin made a motion to take extra money received in the lottery fund above the budgeted revenue amount up to \$150,000 and pay that toward the debt in order to pay off the debt sooner. Seconded by Sheehan. Discussion was held as to what long term effect this would have on the cash reserves for the lottery. The majority of Council would like to see some numbers showing any effect this might have on future years. Sheehan withdrew his motion in order for this to be done. Staff will research the effect of this proposal and bring that back to the council for consideration.

## **Economic Development Fund**

Gunn stated that updated sheets will be included in the final budget document showing the schedule for the actual bond issue.

Councilmember Sheehan asked if the only restriction on this fund was the \$2 million maximum annual payment on debt. Gunn stated that it was.

## **Off-Street Parking Fund**

Gunn reviewed the off street parking fund and advised that the requested transfer of sales tax from the General Fund in the amount of \$750,000 will provide for debt service in the amount of \$636,132.50; and maintenance and landscaping enhancement of \$17,000. The remaining funds (\$107,100) would be used to purchase trash receptacles and cart corrals (consistent with the Southport West Design Guidelines), which were not included in the construction project.

Councilmember McLaughlin asked if the landscaping that Public Works Director Soucie spoke of at the previous night's meeting was part of the project; or if that was out of this money.

Soucie stated that funds were in the current budget to complete the landscaping improvements he spoke of at the last regular council meeting. This budget request is for the above mentioned items which were not included in the construction project.

At 6:55 p.m. Councilmember McLaughlin made a motion to take a ten minute recess. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, McLaughlin, Ellerbeck, and Sell. Nays: None. Absent: Carlisle. Motion carried.

At 7:05 p.m. Councilmember McLaughlin made a motion to reconvene the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, McLaughlin, Ellerbeck, and Sell. Nays: None. Absent: Carlisle. Motion carried.

Mayor Kindig asked the Council to pose any questions or make recommendations for any changes in the budget which were not done previously.

Councilmember Sheehan asked about the amount that was recommended in the administrative car allowance for the Assistant City Administrator. Gunn stated that it is \$75.00 per month for a total of \$900.00 per year. Sheehan inquired as to why we are budgeting only \$450.00. Gunn stated that all administrative items are a 50% split between the General and Sewer funds therefore the other \$450.00 will show up in the Sewer fund.

Councilmember Sheehan asked about the purpose of the increase in the car allowance for the fire department. Fire Chief Uhl stated that this is due to the addition of a district chief at the second station which adds \$1200.00; and that expense only existed for a portion of the current year. Councilmember Sheehan stated that he only saw a difference of \$800.00. Ramirez stated that the difference is between the amount budgeted last year and the recommended budget. The year end estimate is not the number to use when looking at the difference. Councilmember Sheehan questioned who authorized this expenditure in the current year. Gunn stated that she had as the resolution states that district chiefs will receive a car allowance.



# MINUTE RECORD

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

July 18, 2007 Budget Workshop

Councilmember Sheehan asked if the increase in the car allowance in Community Development for the Planner was correct at \$50 per month. Community Development Director Birch stated that is was.

Councilmember Sheehan made a motion to eliminate \$10,000 for the citizen survey, \$20,000 for the compensation study, and the carryover of \$60,000 from the current budget for the municipal facilities plan which should bring the tax levy down \$.01. Seconded by Councilmember McLaughlin. Councilmember Ellerbeck stated that he feels this is money well spent as we plan for the future of the City of La Vista. Councilmember Sell concurred with Councilmember Ellerbeck that we need to do these things to help plan for the future needs of our citizens and the ability of the City to provide all necessary services. Councilmember Quick agreed that we need to do this in order to know where we are going. Councilmember Ronan feels this may not be the year but doesn't disagree with doing the studies. Councilmember McLaughlin stated that this is not the time for these studies – maybe in a few years. Councilmembers voting aye: Sheehan, McLaughlin, and Ronan. Nays: Ellerbeck, Gowan, Quick, and Sell. Absent: Carlisle. Motion failed.

## **V. COMMENTS FROM THE FLOOR**

None.

## **VI. COMMENTS FROM MAYOR AND COUNCIL**

Mayor Kindig commented that many of council are looking at long-term planning which gives Staff direction to plan future space and to have a succession plan for staff positions.

Mayor Kindig thanked the staff for the hard work done on the budget proposal and the Capital Improvement Program.

## **VII. ADJOURN**

At 7:30 p.m. Councilmember McLaughlin made a motion to adjourn the meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: Carlisle. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA**  
**PLANNING COMMISSION MINUTES**  
**JULY 19, 2007**

The Planning Commission meeting of the City of La Vista was convened at 7:00 p.m. on Thursday, July 19, 2007 at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Rizzo had resigned earlier in the week. Hewitt and Horihan absent. Also in attendance were Community Development Director Ann Birch and City Planner Marcus Baker.

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 Chairperson Krzywicki at 7:00 pm. A copy of the agenda and staff report were made available to the public.

**2. Approval of Meeting Minutes – June 21, 2007**

Carcich motioned to approve the minutes of June 21, 2007 as presented. Andsager seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Motion carried.

**3. Old Business**

- A. Updated Future Land Use Map for the City of La Vista.**
- B. Updated Zoning Map for the City of La Vista**

i. **Staff Report:** A public hearing was continued from the February 15, 2007 Planning Commission meeting on items 3A and 3B due to some delays in finalizing the maps. The Future Land Use and Zoning Maps have been revised to show corrected future land use boundaries and previously approved land use designations.

Staff recommends approval of both the Future Land Use and Zoning Maps to City Council for their consideration at the August 21, 2007 meeting.

Both maps are living documents that will be continually updated and will be updated by amendments.

ii. **Public Hearing:** The public hearings were continued from the last meeting.

No public comments were given to the Planning Commission. The public hearing was closed at 7:06 p.m.

iii. **Recommendations:** Malmquist motioned to recommend approval of item 3A, the Updated Future Land Use Map, to City Council for their consideration at the August 21, 2007 meeting as presented. Gahan seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Motion passed.

Carcich motioned to recommend approval of item 3B, the Updated Zoning Map, to City Council for their consideration at the August 21, 2007 meeting as presented. Gahan seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Motion passed.

#### 4. **New Business**

##### A. **Amendments to Section 5.17 of the Zoning Ordinance regarding the Gateway Corridor District**

i. **Staff Report::** Baker stated there are two important changes being made to the Gateway Corridor District. First, a change needed to be made to the Gateway Corridor District but to cover multi-family and industrial uses within the corridor currently the district addresses only commercial uses. Amendments have been made to this section to clarify the uses the Gateway Corridor Overlay District applies to. Second, the description of the district boundaries has been re-written to coincide with the boundaries previously approved on the Official Zoning Map.

Staff recommends approval of the amendments to Section 5.17 Gateway Corridor District to City Council for their consideration at the August 21, 2007 meeting.

ii. **Public Hearing:** Malmquist motioned to open the public hearing. Carcich seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Motion passed. Public hearing opened at 7:14 p.m.

No public comments were given to the Planning Commission.

Carcich motioned to close the public hearing. Malmquist seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Motion passed. Public hearing closed at 7:15 p.m.

iii. **Recommendation:** Gahan motioned to recommend approval of the amendments to Section 5.17 Gateway Corridor District to City Council for their consideration at the August 16, 2007 meeting. Malmquist seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Motion passed.

5. **Comments from the Floor.**  
None.

6. **Comments from the Planning Commission.**  
Carcich requested feedback from Planner Baker on items sent to City Council from the June meeting.

Baker reported that the last City Council meeting heard the items on Southport East Replat 10 and Southport East Replat 11 which were both approved. The Zoning text amendments to add child care centers to the C-3 zoning district was approved. A zoning change from TA to C-3 to replat 10 of Southport East was approved. The in-home beauty salon of Jina Sedlacek was also approved with no opposing comments.

Carcich requested a tour for the Planning Commission to view the future growth areas and projects within the city jurisdiction. Birch suggested this take place in August or September this year.

Gahan asked for information on the Thompson Creek issue that had recently been in the news. Baker said a study is going on regarding this flood plain area and the city is looking at existing structures that are currently in harms way due to eroding banks of the creek. The water comes from west of 84<sup>th</sup> Street into the golf course where it flows down into the creek. The golf course pond was built with the intention of flood detention and prevent future flooding downstream. Conceptual alternative scenarios are being looked at by City Engineer.

Krzywicki added it has eliminated the flooding but is undermining the bank which may require taking of land in the area to correct this erosion.

Krzywicki reported that he had been in the area of Downers Grove, Illinois while on vacation and visited former City Administrator Cara Pavlicek who is the city official in that city. He was given a tour and things were going well for her in that position.

Krzywicki suggested that right turn lanes be installed where none existed as the city streets are continually improved. He noted especially the area on 84<sup>th</sup> Street and Giles going westbound for potential future improvement.

Malmquist noted that it was a nice job on the repaving of 84 Street.

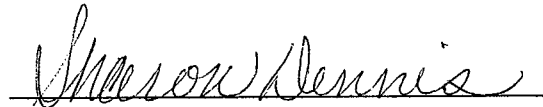
Planner Baker announced that Phyllis Rizzo has moved out of the area and has resigned her position on the Planning Commission.

Planner Baker also announced that there is no longer a need for a special meeting on August 2, 2007. The next meeting will be August 16, 2007.

**7. Adjournment**

Andsager motioned to adjourn. Carcich seconded. Ayes: Andsager, Gahan, Krzywicki, Malmquist and Carcich. Nays: None. Meeting adjourned at 7:28 p.m.

Reviewed by Planning Commission: John Gahan

A handwritten signature in cursive script, reading "Sharon Dennis", is written over a horizontal line.

Recording Secretary

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Planning Commission Chair

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Approval Date



**CITY OF LA VISTA  
SAFETY COMMITTEE MEETING  
MINUTES  
APRIL 25, 2007**

**I. CALL TO ORDER**

A meeting of the Safety Committee convened on April 25, 2007 at 8:30 a.m. at the La Vista Police Facility, 7701 South 96<sup>th</sup> Street, La Vista, NE 68128.

Present were Mary Alex, Pat Archibald, Ann Birch, Pam Buethe, Pat Cavlovic, Jeff Corbit, Ray Crane, Karen Fagin, Brenda Gunn, Ray Harrod, Bob Lausten, Sheila Lindberg, Cathy Lupomech, Rita Ramirez, Rose Iwan, Jeff Siebels, Jeff Sinnett, Joe Soucie, Lori Spethman-Twiford, Scott Stopak, and Randy Ruhge.

**II. APPROVAL OF MINUTES FROM MARCH MEETING**

A motion was made by Buethe to approve the minutes from the March 28, 2007 meeting. Seconded by Fagin. Ayes: All.

**III. OLD BUSINESS**

**A. SUB-COMMITTEE BRIEFINGS**

**1. STANDARD POLICIES**

Lausten displayed floor plans which identified locations of exits, fire exits, and tornado areas. Plans will be posted at all buildings before May 15<sup>th</sup>. Gunn questioned procedures for the public who might be attending meetings during tornado warnings and if attendees have access to tornado shelter areas in the respective buildings. Lausten responded that the door to the basement at the police facility is unlocked and whoever was in charge of the meeting was also responsible for the doors being open to the designated shelter areas.

Lausten indicated that the current LEOP Plan needs to be updated as it is two years old. Cell phone numbers will be added to the contact sheet and he requested everyone review the plan and have comments and suggestions back in 60 days.

The Emergency Operations Center was also discussed and a decision needs to be made as to which location would be designated for this; the police facility or district #2 fire station.

Discussion held on the NIMS100-NIMS700 on-line class. Recommendation was made by Lausten that elected officials go through the 700 class training.

Sinnett is attending a training program at the Army National Guard on "Damage Assessment" and will report at the next meeting.

## **2. SAFETY ANALYSIS AND TRACKING OF INCIDENTS**

Lupomech distributed incident reports and forms. Gunn offered suggestions to clarify the yearly report and Lupomech will make changes accordingly. Gunn also requested a summary of losses on claims. Fagin will supply information to Lupomech for tracking.

## **3. TRAINING AND INSPECTIONS**

A tabletop disaster drill will be held at the police facility on May 14<sup>th</sup> for management staff. No report on inspections.

Crane gave a brief synopsis and provided a video of the Pandemic Class he attended.

## **4. REWARDS AND INCENTIVES**

Lindberg reported that there were no Bingo winners and participants are to keep their cards if there is no winner.

## **IV. NEW BUSINESS**

Lausten presented a new schedule for Safety Committee Meetings which would change the scheduled dates to every other month. Motion made by Crane and seconded by Gunn. Motion approved.

### **A. DISCUSS NEXT MEETING DATE**

The next safety committee meeting is scheduled for June 27th, 2007 at 8:30 a.m. at the Police Facility.

## **V. ADJOURNMENT**

The meeting was adjourned at 9:10 AM.



## LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

---

**TO:** Sheila Lindberg  
**FROM:** Bob Lausten  
**DATE:** 27 July 2007  
**RE:** Fire Station#2 Contract  
**CC:** Brenda Gunn

---

Construct Inc. has not completed several punch list items and final closeout of their contract. I have a pay application submitted by Construct inc. through FGM for the remaining balance of the contract, \$279,884.20. Out of that amount is 5% of the remaining retainage. I am recommending that we withhold the remaining retainage (\$223,233.80) until the items have been resolved. This would mean a payment of \$56,650.40 for work preformed.

*Consent Agudo*  
*8-7-07*

ALGONQUIN  
MT. VERNON  
O'FALLON  
OAK BROOK  
PEORIA

June 25, 2007

Bob Lausten, Police Chief  
City of La Vista  
7701 S. 96<sup>th</sup> St.  
La Vista, NE 68128

Re: New Fire Station No. 2  
City of La Vista Fire Department  
FGM# 04-0114.01



Dear Chief Lausten:

Enclosed please find the approved Final Application for Payment No. 14 in the amount of \$279,884.20, along with the waivers of lien for the above project. Please process and forward a check directly to ConStruct, Inc.

If you have any questions, please contact this office.

Sincerely,  
***FGM Architects Planners Inc.***

A handwritten signature in black ink, appearing to read "Jason Estes", written over the company name.

Jason Estes, AIA  
Senior Associate

Enclosures

1211 WEST 22ND STREET  
SUITE 705  
OAK BROOK, IL 60523-2109  
630.574.8300  
630.574.9292 FAX  
WWW.FGM-INC.COM



# AIA<sup>®</sup> Document G702<sup>™</sup> - 1992

## Application and Certificate for Payment

TO OWNER:

City of LaVista  
8116 Parkview Blvd.  
LaVista, NE 68128-2198

PROJECT:

LaVista Fire Station #2  
10727 Chandler Rd.  
La Vista, NE

APPLICATION NO: 06-1439-00014

PERIOD TO: 6/14/2007

CONTRACT FOR: General Construction

FROM CONTRACTOR:

Construct, Inc.  
10612 Bondesson Circle  
Omaha, NE 68122

VIA ARCHITECT:

FGM Architects Engineers Inc.  
1211 West 22nd Street  
Oakbrook, IL 60523

CONTRACT DATE: 12/21/2005  
PROJECT NOS: 06-1439-1/

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 4,411,000.00

2. Net change by Change Orders ..... \$ 53,676.00

3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 4,464,676.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 4,464,676.00

5. RETAINAGE:

a. % of Completed Work

(Column D + E on G703)

\$ 0.00

b. % of Stored Material

(Column F on G703)

\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 4,464,676.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 4,184,791.80

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 279,884.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 65,393.00	\$
Total approved this Month	\$	\$ -11,717.00
TOTALS	\$ 65,393.00	\$ -11,717.00
NET CHANGES by Change Order	\$ 53,676.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Construct, Inc.

By: *[Signature]*

Date: June 14, 2007

State of: Nebraska

County of: Douglas

Subscribed and sworn to before me this 14th day of June, 2007

Notary Public: *[Signature]*  
My Commission expires:



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 279,884.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

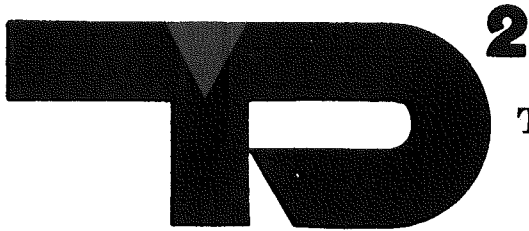
ARCHITECT: FGM Architects Engineers Inc.

By: *[Signature]*

Date: 25 JUN 07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract





## THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

July 13, 2007

Ms. Sheila Lindberg  
Finance Director  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

RE: Southport West Public Improvements  
E&A Consulting Group Engineering Services  
Invoice No. 16261  
TD<sup>2</sup> File No. 171-325.46

Ms. Lindberg:

Per your request, I have reviewed Invoice No. 16261 from E&A Consulting Group in the amount of \$23,678.83. This invoice is for design and construction phase services related to various public improvements on the above-referenced project.

I reviewed the invoice for conformance with the Engineering Contract between E&A Consulting Group and S.I.D 253, which has since been annexed by the City. I have determined that the amount of the invoice complies with the terms of the Engineering Contract. What I cannot verify is how much has been previously paid to E&A Consulting Group, Inc. and therefore, have accepted the listing of previous payments as noted on the invoice as correct. Subject to this assumption, I recommend that payment be made in the amount of \$23,678.83 to E&A Consulting Group, Inc.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

  
John M. Kottmann, P.E.

JMK/jlf

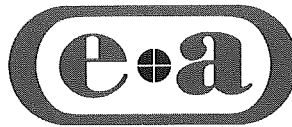
Enclosure

cc: File

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.  
JOSEPH G. KOSINOVSKY, P.E.  
DOUGLAS S. DREESSEN, P.E.  
DEAN A. JAEGER, P.E.  
RICHARD M. BROYLES, L.S.  
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MICHAEL T. CANIGLIA, L.S.  
JEREMY T. STEENHOEK, P.E.  
JOSHUA J. STORM, P.E.

*Consent Agenda*  
*8-7-07*  
*05.71.0658*



E&A CONSULTING GROUP, INC.  
ENGINEERING • PLANNING • FIELD SERVICES

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Quality and Service for You

330 NORTH 117TH STREET  
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PHONE: (402) 895-4700  
FAX: (402) 895-3599

City of LaVista  
c/o Sheila Lindberg  
8116 Park View Blvd.  
LaVista, NE 68128

Date: June 19, 2007  
Invoice No.: 16261  
Client No.: 22230  
Project No. 2000030.11

Project: Southport West

(REVISED INVOICE)

For Professional Services:

\*\*\*\*\*

In connection with Southport West through May 27, 2007, in accordance with our  
contract with the District:

SANITARY SEWER PAVING & STORM SEWER SYSTEM- SECTION I, DESIGN FEE

Sanitary Sewer Design Fee-	\$	34,456.89		
100% of Fee now due	\$	34,456.89		
Less Previous Payments		27,944.56	\$	6,512.33
Interior Paving Design Fee-	\$	71,441.38		
100% of Fee now due	\$	71,441.38		
Less Previous Payments		112,835.18	\$	(41,393.80)
Storm Sewer Design Fee-	\$	64,122.51		
100% of Fee now due	\$	64,122.51		
Less Previous Payments		59,913.38	\$	4,209.13

GILES ROAD & 126TH STREET IMPROVEMENTS - SECTION I

Design Fee	\$	89,395.92		
100% of Fee now due		89,395.92		
Less Previous Payments		72,631.07	\$	16,764.85

TRAFFIC SIGNAL IMPROVEMENTS - SECTION I

Design Fee	\$	12,425.95		
100% of Fee now due		12,425.95		
Less Previous Payments		11,147.54	\$	1,278.41

TRAFFIC SIGNAL IMPROVEMENTS - SECTION II

Design Fee	\$	8,627.73		
100% of Fee now due		8,627.73		
Less Previous Payments		10,066.54	\$	(1,438.81)

CONSTRUCTION PHASE SERVICES

SANITARY SEWER, PAVING & STORM SEWER SYSTEM - SECTION I

Sanitary Sewer Resident Services and Construction Staking -

Total Fee-	\$	44,301.71		
100% of Fee now Due	\$	44,301.71		
Less Previous Payments	\$	34,588.75	\$	9,712.96

Continued Page 2

Page 2

Date: June 19, 2007

Invoice No. 16261

Interior Paving Resident Services and Construction Staking -

Total Fee-	\$	61,915.86		
100% of Fee now Due	\$	61,915.86		
Less Previous Payments	\$	64,455.31	\$	(2,539.45)

Storm Sewer Resident Services and Construction Staking -

Total Fee-	\$	55,572.84		
100% of Fee now Due	\$	55,572.84		
Less Previous Payments	\$	57,512.15	\$	(1,939.31)

GILES ROAD & 126TH STREET IMPROVEMENTS - SECTION I

Total Fee-	\$	68,361.59		
100% of Fee now Due	\$	68,361.59		
Less Previous Payments	\$	52,958.33	\$	15,403.26

TRAFFIC SIGNAL IMPROVEMENT- SECTION I

Coordination Fee	\$	9,502.20		
100% of Fee now due		9,502.20		
Less Previous Payments		2,948.00	\$	6,554.20

TRAFFIC SIGNAL IMPROVEMENT- SECTION II

Coordination Fee	\$	6,597.64		
100% of Fee now due		6,597.64		
Less Previous Payments		986.31	\$	5,611.33

AS BUILTS

Engineer V	1.00 HRS. @	\$100.00	\$	100.00
Engineer Tech. II	43.00 HRS. @	\$52.00	\$	2,236.00
Const. Admin. Tech. I	10.50 HRS. @	\$50.00	\$	525.00
Subtotal			\$	2,861.00

PREPARATION OF EASEMENTS

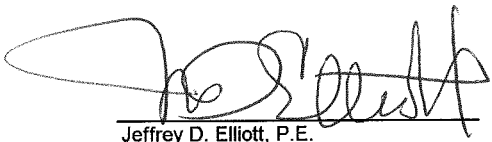
Reg. Land Surveyor I	2.50 HRS. @	\$82.00	\$	205.00
Survey Tech. III	12.00 HRS. @	\$63.00	\$	756.00
Survey Tech. IV	2.00 HRS. @	\$73.00	\$	146.00
Subtotal			\$	1,107.00

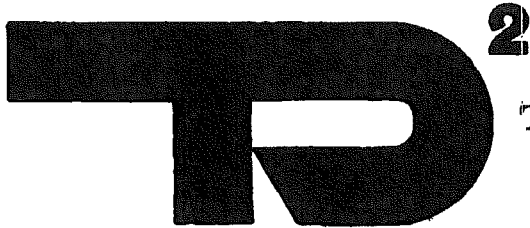
DIRECT REIMBURSABLE EXPENSES

Mileage Per Diem				846.26
Communications				99.79
Messenger Service				29.68
Subtotal, Expenses				975.73

Total Amount, This Invoice

\$23,678.83

  
Jeffrey D. Elliott, P.E.  
Project Manager



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

July 30, 2007

Ms. Brenda Gunn  
City Administrator  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

RE: 84<sup>th</sup> Street Pavement Resurfacing  
Pay Estimate No. 2  
TD<sup>2</sup> File No. 171-328.34

Ms. Gunn:

Enclosed is Payment Recommendation No. 2 for the above-referenced project. Payment is recommended in the amount shown.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

Enclosure

cc: Mr. Joe Soucie, City of La Vista – w/enclosure  
Western Engineering Company, Inc. – w/enclosure  
File

ROBERT E. DREESSEN, P.E.  
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JAMES D. WARNER, L.S.  
CHARLES E. RIGGS, P.E.  
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JOSHUA J. STORM, P.E.

8/6/07  
Consent  
Warrent #6

TD<sup>2</sup> File No. 171-328.33

July 30, 2007

PAYMENT RECOMMENDATION NO. 2 ON CONTRACT FOR 84<sup>th</sup> STREET PAVEMENT RESURFACING

Owner: City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

Contractor: Western Engineering Company, Inc.  
3345 North 109<sup>th</sup> Street  
Omaha, NE 68164

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$86,357.47

Item	Description	Approx. Quantities		Unit Price	Amount
<b>SCHEDULE "A" - OVERLAY &amp; PAVEMENT REPAIRS</b>					
1A	Area Milling	30,450	S.Y.	\$1.74	\$52,983.00
2A	Asphaltic Concrete SP5, in place	3,254	TON	\$57.50	\$187,105.00
3A	Tack Coat	3,180	GAL.	\$1.15	\$3,657.00
4A	Adjust Manhole to Grade	0	EA.	\$280.00	\$0.00
5A	Adjust Valve Boxes to Grade	0	EA.	\$280.00	\$0.00
6A	Remove and Replace Inlet Top	30	EA.	\$1,900.00	\$57,000.00
7A	Remove and Replace 9" P.C.C. Median Surfacing	578	S.Y.	\$56.50	\$32,657.00
8A	Remove and Replace 6" P.C.C. Median Surfacing	240	S.F.	\$3.98	\$955.20
9A	Remove P.C.C. Sidewalk	1,896	S.F.	\$0.48	\$910.08
10A	6" Uniform Thickness P.C.C. Sidewalk, in place	2,309	S.F.	\$2.65	\$6,118.85
11A	Detectable Warning Insert, in place	120	S.F.	\$22.00	\$2,640.00
12A	4" Dashed White, Temporary Paint 10'-30', ip	9,096	L.F.	\$0.18	\$1,637.28
13A	4" Solid White, Temporary Paint, in place	306	L.F.	\$0.68	\$208.08
14A	4" Dashed White, Performed Plastic Pavement marking Tape 10'-30', in place	9,676	L.F.	\$0.54	\$5,225.04
15A	4" Solid White, Performed Plastic Pavement Marking Tape, in place	2,967	L.F.	\$2.64	\$7,832.88
16A	12" Solid White, Stop Bar, Performed Plastic Pavement Marking Tape, in place	574	L.F.	\$7.42	\$4,259.08
17A	24" Solid White, Crosswalk, Performed Plastic Pavement Marking Tape, in place	1,488	L.F.	\$14.53	\$21,620.64
18A	Replace Detector Loop, in place	16	EA.	\$415.00	\$6,640.00
19A	Remove Curb Inlet	1	EA.	\$674.00	\$674.00
20A	54" I.D. Storm Manhole, in place	1	EA.	\$2,800.00	\$2,800.00
21A	Type III Curb Inlet, in place	1	EA.	\$2,600.00	\$2,600.00
22A	15" I.D. R.C.P., Class III w/Crushed Rock Bedding, in place	23	L.F.	\$68.00	\$1,564.00
23A	Dowel Bars Drilled and Grouted, in place	617	EA.	\$5.20	\$3,208.40
24A	Dowel Bar Expansion Joint, in place	260	L.F.	\$9.75	\$2,535.00
25A	Remove and Replace Pavement after Milling, if required, w/PR-3625 Concrete, 9" Thick	32	SY	\$76.00	\$2,432.00
<b>SCHEDULE "A" SUBTOTAL</b>					<b>\$407,262.53</b>
<b>SCHEDULE "B" - GILES INTERSECTION TURN BAYS</b>					
1B	Remove P.C.C. Pavement	325	S.Y.	\$12.80	\$4,160.00
2B	Remove P.C.C. Sidewalk	2,068	S.F.	\$0.50	\$1,034.00
3B	Remove Curb Inlet	2	EA.	\$674.00	\$1,348.00
4B	Remove 18" Storm Sewer Pipe	7	L.F.	\$20.00	\$140.00
5B	Remove Tree	3	EA.	\$150.00	\$450.00
6B	Adjust Manhole to Grade	0	EA.	\$280.00	\$0.00
7B	Adjust Valve to Grade	1	EA.	\$280.00	\$280.00
8B	Embankment, in place	300	C.Y.	\$36.00	\$10,800.00
9B	18" I.D. R.C.P., Class III w/Crushed Rock Bedding, in place	10	L.F.	\$96.00	\$960.00



## Payment Recommendation No.2

July 30, 2007

Page 2

Item	Description	Approx. Quantities		Unit Price	Amount
10B	Type I Curb Inlet, in place	2	EA.	\$2,300.00	\$4,600.00
11B	54" I.D. Storm Sewer Manhole w/Ring and Cover, in place	1	EA.	\$3,500.00	\$3,500.00
12B	Dowel Bars Drilled and Grouted, in place	292	EA.	\$5.25	\$1,533.00
13B	9" Uniform Thickness P.C.C. Pavement, w/Integral Curb, in place	1,120	S.Y.	\$46.00	\$51,520.00
14B	6" Uniform Thickness P.C.C. Median Surfacing, in place	1,941	S.F.	\$3.75	\$7,278.75
15B	6" Uniform thickness P.C.C. Sidewalk, in place	2,017	S.F.	\$2.68	\$5,405.56
16B	Detectable Warning Insert, in place	8	S.F.	\$22.40	\$179.20
17B	Furnish and Install Tree	0	EA.	\$300.00	\$0.00
18B	Seeding w/Erosion Control Blanket	0	S.Y.	\$2.25	\$0.00
19B	Traffic Control Sign	0	EA.	\$350.00	\$0.00
20B	Remove Pull Box	2	EA.	\$250.00	\$500.00
21B	Furnish and Install Pull Box PB-1	2	EA.	\$615.00	\$1,230.00
22B	Relocate Existing 12C, 2/C PPB and 2/C Det. Lead-in Cables	1	LS	\$680.00	\$680.00
23B	2" Conduit (PVC or HDPE) - Bored/ under Roadway	60	L.F.	\$11.75	\$705.00
24B	2" Conduit (PVC or HDPE) - Trenched	467	L.F.	\$4.40	\$2,054.80
25B	Furnish and Install Traffic Signal	1	EA.	\$1,110.00	\$1,110.00
26B	Furnish and Install Grounding Conductor	1,400	L.F.	\$0.83	\$1,162.00
27B	Furnish and Install 7/C Interconnect Cable	1,400	L.F.	\$2.76	\$3,864.00
28B	Furnish and Install Right Turn Only Sign on Mast Arm (R3-5-2)	1	EA.	\$350.00	\$350.00
29B	Make Connection to Controller, Modify Controller as necessary	2	EA.	\$765.00	\$1,530.00

**SCHEDULE "B" SUBTOTAL****\$106,374.31****SCHEDULE "C" - MARISU LANE COURT RESURFACING**

1C	Remove Pavement	113	S.Y.	\$12.50	\$1,412.50
2C	Remove Drive Approach	86	S.Y.	\$12.50	\$1,075.00
3C	Remove Sidewalk	115	S.F.	\$0.50	\$57.50
4C	Dowel Bars, Drilled and Grouted	0	EA.	\$5.50	\$0.00
5C	Remove & Replace Subgrade	30	C.Y.	\$18.20	\$546.00
6C	Construct 4" PCC Sidewalk	115	S.F.	\$2.75	\$316.25
7C	Construct 6" PCC L8.5, AE Driveways	86	S.Y.	\$37.75	\$3,246.50
8C	Construct 8" PCC, L85, Air Entrained, Pavement	113	S.Y.	\$43.00	\$4,859.00
9C	Adjust Manhole to Grade	0	EA.	\$280.00	\$0.00
10C	Adjust Valve to Grade	0	EA.	\$280.00	\$0.00
11C	Mill Existing Overlay	2,000	S.Y.	\$2.00	\$4,000.00
12C	Curb Height Milling, if required	0	L.F.	\$1.00	\$0.00
13C	Tack Coat	150	GAL.	\$1.20	\$180.00
14C	Asphaltic Concrete Overlay	224	TON	\$61.00	\$13,664.00
15C	Asphaltic Concrete Feathering	0	TON	\$65.00	\$0.00
16C	Grind Stump	1	EA.	\$475.00	\$475.00

## Additions Per Change Order No.1

Construct Asphaltic Concrete Overlay on Frontage Rd. at NW Corner  
of 84th & Brentwood Drive

1.1	Milling & Preparation to Receive Overlay	1	L.S.	\$1,000.00	\$1,000.00
1.2	Furnish & Install 2" Asphaltic Concrete Overlay	120	Ton	\$57.50	\$6,900.00

**SCHEDULE "C" SUBTOTAL****\$37,731.75**

## Payment Recommendation No.2

July 30, 2007

Page 3

Item	Description	Approx. Quantities	Unit Price	Amount
	Total			\$551,368.59
	Less 10% Retained			\$55,136.86
	Less Previous Payment Recommendation			\$86,357.47
	AMOUNT DUE CONTRACTOR			\$409,874.26

We recommend that payment in the amount of \$409,874.26 be made to Western Engineering Company, Inc.

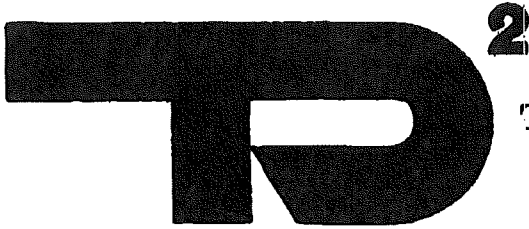
Respectfully submitted,



John M. Kottmann, P.E.

THOMPSON, DREESSEN & DORNER, INC.

cc: Western Engineering Company, Inc.

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

July 30, 2007

Ms. Brenda Gunn  
City Administrator  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

ROBERT E. DREESSEN, P.E.	TIMOTHY T. PAPSTEIN, P.E.
NELSON J. HYMANS, P.E.	MICHAEL J. SMITH, L.S.
JAMES D. WARNER, L.S.	TROY J. NISSEN, P.E., S.E.
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RONALD M. KOENIG, L.S.	JOSHUA J. STORM, P.E.
CHRIS E. DORNER, L.S.	

RE: Southport West Outfall Sewer No. 2  
Final Payment Recommendation  
TD<sup>2</sup> File No. 171-340.27

Ms. Gunn:

Enclosed is the Final Payment Recommendation for the above-referenced project. Payment is recommended in the amount shown.

The work has been completed with the exception of the seeding items, which have been delayed due to weather and a request from a property owner on the sewer route to delay the seeding until the fall planting season. Therefore, the Contractor is to provide a certified check to the City in the amount of \$2,520.00 prior to receiving final payment from the City. The City should hold this certified check until we confirm to you that the seeding is completed this fall, at which point the certified check can be returned to the Contractor.

Submitted by,

THOMPSON, DREESSEN &amp; DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

Enclosure

cc: Mr. Joe Soucie, City of La Vista – w/enclosure  
Kerstens & Lee, Inc. – w/enclosure  
File

8/07/07

Consent  
Agreed

Warrent #5

TD<sup>2</sup> File No. 171-340.26

July 27, 2007

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR SOUTHPORT WEST OUTFALL  
SEWER NO. 2

Owner: City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

Contractor: Kerstens & Lee, Inc.  
11050 South 204<sup>th</sup> Street  
Gretna, NE 68028

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$55,726.06

Item	Description	Approx. Quantities		Unit Price	Amount
1	8" Solid Wall PVC Sanitary Sewer Pipe w/Bedding, in place	800	L.F.	\$23.85	\$19,080.00
2	Jack and Bore 8" Sanitary Sewer Pipe in 14" Steel Casing	178	L.F.	\$168.00	\$29,904.00
3	Construct Concrete Manhole Ring, in place	5	EA.	\$350.00	\$1,750.00
4	Remove 8" Pipe Plug	1	EA.	\$60.00	\$60.00
5	Construct Concrete Collar, in place	2	EA.	\$125.00	\$250.00
6	54" I.D. Sanitary Manhole, in place, Owner Supplied Materials	43	V.F.	\$47.00	\$2,021.00
7	54" I.D. Sanitary Manhole, in place New materials	24.5	V.F.	\$162.00	\$3,969.00
8	84" I.D. Sanitary Manhole, in place Owner Supplied Materials	16	V.F.	\$100.00	\$1,600.00
9	Standard Ring and Cover, in place	5	EA.	\$246.00	\$1,230.00
10	Restore Gravel Drive	200	TON	\$16.00	\$3,200.00
11	Seeding Disturbed Areas, Irrigated Lawn and Turf	0.6	AC.	\$2,400.00	\$1,440.00
12	Seeding Disturbed Areas, Non-Irrigated Lawn and Turf	0.6	AC.	\$1,800.00	\$1,080.00
13	Protect Existing Bridge w/Steel Plates	1	LS	\$500.00	\$500.00
14	Clearing and Grubbing	0.5	AC.	\$6,000.00	\$3,000.00
15	Geotextile Fabric Unstable Trench, if necessary	0	S.Y.	\$1.70	\$0.00
16	Crushed Rock, Unstable Trench, if necessary	248	TON	\$34.00	\$8,432.00

## Additions:

- A. Reconstruct connection to Manhole No. 4 due to elevation conflicts resulting from elevation staking problem as a result of mud in bottom of existing manhole \$870.50
- B. Clean out existing manhole and sewer at upstream connection point \$600.00
- C. Costs to remove and dispose of unknown rubble encountered in bottom of sewer trench between Manholes No. 4 & No.5 \$1,595.00

## Final Payment Recommendation

July 27, 2007

Page 2

Item	Description	Approx. Quantities	Unit Price	Amount
	Deduction:			
D.	Retesting of sewer backfill			(\$88.00)
	Total			\$80,493.50
	Less Previous Payment Recommendation			\$55,726.06
	AMOUNT DUE CONTRACTOR			\$24,767.44

We recommend that payment in the amount of \$24,767.44 be made to Kerstens & Lee, Inc.

Respectfully submitted,



John M. Kottmann, P.E.

THOMPSON, DREESSEN & DORNER, INC.

cc: Kerstens & Lee, Inc.





FELSBURG  
HOLT &  
ULLEVIG

*engineering paths to transportation solutions*

July 24, 2007

RE: La Vista Quiet Zone Study  
FHU # 06-282

Ms. Ann Birch  
Community Development Director  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Dear Ann,

Enclosed please find Invoice # 06-282-6 in the amount of \$705.00 for services associated with the La Vista Quiet Zone Study. This invoice reflects work performed during June 2007.

The draft report has been submitted for review, with an estimate of the costs to upgrade the crossing circuitry at the West Giles Road crossing to Constant Warning Time. BNSF Railway has responded to the City's request for a more detailed estimate and has indicated that they would provide that information by early September. Once we receive that information and comments from the City and Sarpy County, we will prepare the final report.

If you have any questions regarding this invoice or the study, please give me a call.

Sincerely,

**FELSBURG HOLT & ULLEVIG**

Kyle A. Anderson, PE, PTOE  
Principal

*Consent  
Agenda*

*8/07/07*

*5-71-0658*

O:\Projects\06-282 La Vista Quiet Zone Study\Steno\Invoice Letter 06-282-6.doc



FELSBURG  
HOLT &  
ULLEVIG

*engineering paths to transportation solutions*

**Invoice**

tel 303.721.1440  
fax 303.721.0832

**Mail Payments to:**  
Department 1704  
Denver, CO 80291-1704

July 17, 2007

Brenda Gunn  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

RE: La Vista Quiet Zone Study  
Felsburg Holt & Ullevig Project # 06-282  
Invoice # 06-282-6

For Professional Services for the Period from June 1, 2007 to June 30, 2007:

**Professional Services**

Principal I, 3.00 hours @ \$150.00	\$450.00
Engineer II, 3.00 hours @ \$85.00	255.00

**Total Professional Services:**

**\$705.00**

**Total Amount Due This Invoice**

**\$705.00**

Previously Billed	\$6,002.36	Contract Maximum	\$9,500.00
Current Invoice	<u>\$705.00</u>	Less Total Billed To Date	<u>\$6,707.36</u>
Total Billed To Date	\$6,707.36	Remaining	\$2,792.64

Water's Edge Aquatic Design, LLC  
 water's edge aquatic design 11205 W. 79th St.  
 Lenexa, KS 66214

# Invoice

Date	Invoice #
7/2/2007	1493

Bill To
City of LaVista, Nebraska Brenda Sedlacek, Parks & Recreation 8116 Park View Blvd. La Vista, NE 68128

Terms	Due Date	Rep
Net 30	8/1/2007	CAR

Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
concept plan/ Project # 05522 - LaVista, NE	16,690.00	15,521.51	93.00%	7.00%	100.00%	1,168.30

<b>Total</b>	\$1,168.30
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,168.30

Phone #	Fax #	E-mail	Web Site
913-438-4338	913-438-1465	cschwartz@wedesignpools.com	www.wedesignpools.com

OK PLS  
 8/07/07  
 consent

5-71-0649.01

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
-----									
1	Bank of Nebraska (600-873)								
		45912			Payroll Checks				
Thru		45914							
		45915			Missing Checks				
Thru		89945							
89946	7/18/2007	2795	THIELE GEOTECH INC		455.00				**MANUAL**
89947	7/24/2007	1194	QUALITY BRANDS OF OMAHA		282.75				**MANUAL**
89948	7/24/2007	615	MILLER BRANDS OF OMAHA INC		164.50				**MANUAL**
89949	7/24/2007	1270	PREMIER-MIDWEST BEVERAGE CO		102.30				**MANUAL**
89950	7/27/2007	2186	SID 195 - MAYFAIR		1,320.00				**MANUAL**
89951	7/27/2007	2188	SID 200 - SOUTHWIND		660.00				**MANUAL**
89952	7/27/2007	944	NE DEPT OF REVENUE-LOTT/51		65,588.74				**MANUAL**
89953	7/27/2007	2388	NEBRASKA NATIONAL BANK		660.00				**MANUAL**
89954	7/26/2007	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00				**MANUAL**
89955	Void Check	Missing Check	Used for Direct Payment Authorization						
89956	7/30/2007	480	UNITED STATES POSTAL SERVICE		900.51				**MANUAL**
89957	7/31/2007	3647	CORPORATE CYCLING CHALLENGE		54.00				**MANUAL**
89958	7/31/2007	3647	CORPORATE CYCLING CHALLENGE		18.00				**MANUAL**
89959	8/07/2007	762	ACTION BATTERIES UNLTD INC		861.40				
89960	8/07/2007	765	ADT SECURITY SERVICES		216.27				
89961	8/07/2007	3730	ALEX, MARY		861.76				
89962	8/07/2007	81	AMSAN		446.76				
89963	8/07/2007	435	ANDERSON FORD LINCOLN MERCURY		38.04				
89964	8/07/2007	736	AQUA-CHEM INCORPORATED		185.25				
89965	8/07/2007	196	AQUILA		1,443.12				
89966	8/07/2007	536	ARAMARK UNIFORM SERVICES INC		286.34				
89967	8/07/2007	188	ASPHALT & CONCRETE MATERIALS		489.06				
89968	8/07/2007	201	BAKER & TAYLOR BOOKS		1,907.04				
89969	8/07/2007	3142	BARNHARDT, JACQUELINE		115.00				
89970	8/07/2007	1839	BCDM-BERINGER CIACCIO DENNELL		380.00				
89971	8/07/2007	929	BEACON BUILDING SERVICES		6,737.00				
89972	8/07/2007	1784	BENNINGTON IMPLEMENT		692.41				
89973	8/07/2007	3774	BENSON RECORDS MANAGEMENT CTR		50.30				
89974	8/07/2007	3823	BENSON, ISAAC		350.00				
89975	8/07/2007	3448	BIRCH, ANN		50.00				
89976	8/07/2007	3235	BLEACH, LARRY		30.00				
89977	8/07/2007	207	BOARD OF EXAMINERS-CTY HWY AND		50.00				
89978	8/07/2007	117	BRODART		223.28				
89979	8/07/2007	3831	BUCKLEY, BOB		110.00				
89980	8/07/2007	3703	BUETHE, PAM		100.00				
89981	8/07/2007	1401	BURT, STACIA		20.00				
89982	8/07/2007	92	CARL JARL LOCKSMITHS		33.30				
89983	8/07/2007	3808	CARPENTER, PHILLIP		17.95				
89984	8/07/2007	3824	CAVE, TOM		18.00				
89985	8/07/2007	2285	CENTER POINT PUBLISHING		78.48				
89986	8/07/2007	2931	CENTRAL COMM COLLEGE-GR ISLAND		75.00				

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
89987	8/07/2007	29	CIACCIO ROOFING INCORPORATED	28,720.00			
89988	8/07/2007	252	CITY OF RALSTON	2,065.44			
89989	8/07/2007	1653	CLARK, WILLIAM	36.00			
89990	8/07/2007	3676	CLUB CONVENTION CENTER	600.00			
89991	8/07/2007	3176	COMP CHOICE INC	.00	**CLEARED**	**VOIDED**	
89992	8/07/2007	3176	COMP CHOICE INC	1,365.00			
89993	8/07/2007	3706	CORBIT, JEFF	100.00			
89994	8/07/2007	2158	COX COMMUNICATIONS	43.95			
89995	8/07/2007	3486	DANKO EMERGENCY EQUIPMENT CO	234.12			
89996	8/07/2007	846	DATA TECHNOLOGIES INC	14.00			
89997	8/07/2007	3839	DE LAGE LANDEN FINANCIAL SVCS	314.00			
89998	8/07/2007	77	DIAMOND VOGEL PAINTS	148.05			
89999	8/07/2007	3281	DIAMONDS GROUNDSKEEPER	140.00			
90000	8/07/2007	374	DISPLAY SALES	316.50			
90001	8/07/2007	127	DON'S PIONEER UNIFORMS	436.49			
90002	8/07/2007	364	DULTMEIER SALES & SERVICE	42.42			
90003	8/07/2007	1042	ED M. FELD EQUIPMENT	286.00			
90004	8/07/2007	3334	EDGEWEAR SCREEN PRINTING	454.50			
90005	8/07/2007	2098	ERICKSON, RANDALL	100.00			
90006	8/07/2007	3818	ET & T DISTRIBUTORS INC	2,160.76			
90007	8/07/2007	3835	EXCEL PHYSICAL THERAPY	50.00			
90008	8/07/2007	3463	FARQUHAR, MIKE	100.00			
90009	8/07/2007	3159	FASTENAL COMPANY	71.37			
90010	8/07/2007	3007	FIRE-EXTRICATION-HAZMAT	30.40			
90011	8/07/2007	439	FIREGUARD INC	221.33			
90012	8/07/2007	3826	FISHER EQUIPMENT COMPANY	474.97			
90013	8/07/2007	142	FITZGERALD SCHORR BARMETTLER	13,531.84			
90014	8/07/2007	1161	GALL'S INCORPORATED	288.98			
90015	8/07/2007	53	GCR OMAHA TRUCK TIRE CENTER	656.83			
90016	8/07/2007	3830	GLENWOOD PONY LEAGUE	500.00			
90017	8/07/2007	35	GOLDMAN, JOHN G	40.00			
90018	8/07/2007	3473	GUNN, BRENDA S	300.00			
90019	8/07/2007	1044	H & H CHEVROLET	2.98			
90020	8/07/2007	426	HANEY SHOE STORE	477.85			
90021	8/07/2007	3150	HD SUPPLY WHITE CAP CONSTRUC-	149.00			
90022	8/07/2007	2407	HEIMES CORPORATION	327.52			
90023	8/07/2007	1403	HELGET GAS PRODUCTS INC	102.00			
90024	8/07/2007	1705	HENRY, MARK A	36.00			
90025	8/07/2007	433	HIGHSMITH CO INC	298.60			
90026	8/07/2007	892	HONEYMAN RENT-ALL	136.25			
90027	8/07/2007	218	HOTSY EQUIPMENT COMPANY	642.80			
90028	8/07/2007	136	HUNTEL COMMUNICATIONS, INC	123.60			
90029	8/07/2007	1612	HY-VEE FOOD STORES & DRUGTOWN	137.63			
90030	8/07/2007	1498	INDUSTRIAL SALES COMPANY INC	500.60			
90031	8/07/2007	3032	INTERNATIONAL CODE COUNCIL INC	100.00			
90032	8/07/2007	3646	INTERNATIONAL CODE COUNCIL INC	64.50			
90033	8/07/2007	2534	IWAN, ROSE	45.00			
90034	8/07/2007	1896	J Q OFFICE EQUIPMENT INC	566.82			
90035	8/07/2007	379	JOHNSON HARDWARE COMPANY	7.14			
90036	8/07/2007	788	KINDIG, DOUGLAS	30.00			
90037	8/07/2007	3474	KINDIG, DOUGLAS	150.00			
90038	8/07/2007	1054	KLINKER, MARK A	200.00			
90039	8/07/2007	2394	KRIHA FLUID POWER CO INC	5.64			

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
90040	8/07/2007	2697	KROGER-DILLON CUST CHARGES	43.04			
90041	8/07/2007	2057	LA VISTA COMMUNITY FOUNDATION	257.00			
90042	8/07/2007	516	LA VISTA KENO	255.00			
90043	8/07/2007	926	LAMP RYNEARSON/ASSOCIATES INC	237.88			
90044	8/07/2007	381	LANDS' END BUSINESS OUTFITTERS	446.95			
90045	8/07/2007	3762	LEE VERNON STUDIO	300.00			
90046	8/07/2007	1288	LIFE ASSIST	.00	**CLEARED**	**VOIDED**	
90047	8/07/2007	1288	LIFE ASSIST	495.81			
90048	8/07/2007	877	LINWELD	118.19			
90049	8/07/2007	1573	LOGAN CONTRACTORS SUPPLY	497.10			
90050	8/07/2007	2664	LOU'S SPORTING GOODS	201.75			
90051	8/07/2007	2124	LUKASIEWICZ, BRIAN	40.00			
90052	8/07/2007	1081	M & M PORTABLES	598.00			
90053	8/07/2007	919	MARTIN MARIETTA AGGREGATES	130.02			
90054	8/07/2007	3829	MAX DAVIS PRODUCTIONS	14.99			
90055	8/07/2007	3825	MCFADDEN, PAUL	7.95			
90056	8/07/2007	1426	MELVIN SUDBECK HOMES INC	947.00			
90057	8/07/2007	872	METROPOLITAN COMMUNITY COLLEGE	9,849.16			
90058	8/07/2007	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
90059	8/07/2007	553	METROPOLITAN UTILITIES DIST.	7,041.80			
90060	8/07/2007	2497	MID AMERICA PAY PHONES	150.00			
90061	8/07/2007	184	MID CON SYSTEMS INCORPORATED	322.79			
90062	8/07/2007	3126	MID-AMERICA COCA-COLA BOTTLING	195.00			
90063	8/07/2007	1600	MIDLANDS COMMUNITY HOSPITAL	150.00			
90064	8/07/2007	1526	MIDLANDS LIGHTING & ELECTRIC	122.18			
90065	8/07/2007	1177	MIDWEST LABORATORIES INC	32.00			
90066	8/07/2007	1050	MILLER PRESS	280.00			
90067	8/07/2007	2382	MONARCH OIL INC	438.00			
90068	8/07/2007	2229	MOORE, WAYNE	18.00			
90069	8/07/2007	3061	MUNICIPAL EMERGENCY SVCS INC	58.53			
90070	8/07/2007	97	NEBRASKA MIDGET FOOTBALL LEAG	2,250.00			
90071	8/07/2007	3386	NEBRASKA REGIONAL LIBR SYSTEM	200.00			
90072	8/07/2007	1830	NEBRASKA U C FUND	3,372.00			
90073	8/07/2007	2631	NEXTEL PARTNERS INC	1,059.00			
90074	8/07/2007	408	NOBBIES INC	38.42			
90075	8/07/2007	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
90076	8/07/2007	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
90077	8/07/2007	1014	OFFICE DEPOT INC-CINCINNATI	851.12			
90078	8/07/2007	79	OMAHA COMPOUND COMPANY	239.11			
90079	8/07/2007	181	OMAHA SLINGS INCORPORATED	134.14			
90080	8/07/2007	3413	ON YOUR MARKS	377.25			
90081	8/07/2007	3039	PAPILLION SANITATION	214.60			
90082	8/07/2007	976	PAPILLION TIRE INCORPORATED	70.65			
90083	8/07/2007	2686	PARAMOUNT LINEN & UNIFORM	480.87			
90084	8/07/2007	1769	PAYLESS OFFICE PRODUCTS INC	21.17			
90085	8/07/2007	709	PEPSI COLA COMPANY	447.00			
90086	8/07/2007	1821	PETTY CASH-PAM BUETHE	92.11			
90087	8/07/2007	3832	PHILLIPS, LAURA	25.00			
90088	8/07/2007	1921	PRINCIPAL LIFE-FLEX SPENDING	155.25			
90089	8/07/2007	3657	PROPERTY SERVICES	313.00			
90090	8/07/2007	802	QUILL CORPORATION	71.98			
90091	8/07/2007	219	QWEST	2,386.14			
90092	8/07/2007	3120	RACOM CORPORATION	28.10			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
90093	8/07/2007	191	READY MIXED CONCRETE COMPANY		1,580.06				
90094	8/07/2007	3640	RECREATION SUPPLY CO INC		103.02				
90095	8/07/2007	3422	REED, MITCH		100.00				
90096	8/07/2007	551	ROCKBROOK CAMERA & VIDEO		39.95				
90097	8/07/2007	2837	RUHGE, RANDY		98.00				
90098	8/07/2007	643	SAFETY-KLEEN CORPORATION		363.91				
90099	8/07/2007	487	SAPP BROS PETROLEUM INC		971.65				
90100	8/07/2007	2240	SARPY COUNTY COURTHOUSE		3,099.17				
90101	8/07/2007	150	SARPY COUNTY TREASURER		12,075.00				
90102	8/07/2007	3199	SCHUSTER, KEVIN		385.00				
90103	8/07/2007	3707	SMITH, MELANIE		100.00				
90104	8/07/2007	2704	SMOOTHER CUT ENTERPRISES INC		1,320.00				
90105	8/07/2007	533	SOUCIE, JOSEPH H JR		30.00				
90106	8/07/2007	3838	SPRINT		107.72				
90107	8/07/2007	2111	STAPLES BUSINESS ADVANTAGE		.00	**CLEARED**	**VOIDED**		
90108	8/07/2007	2111	STAPLES BUSINESS ADVANTAGE		315.19				
90109	8/07/2007	3577	STATE TROOPERS ASSN OF NEBR		130.00				
90110	8/07/2007	2634	STERIL MANUFACTURING CO		75.00				
90111	8/07/2007	879	STETSON BUILDING PRODUCTS INC		901.20				
90112	8/07/2007	2822	STEVENS, MARK		44.00				
90113	8/07/2007	2898	SUPERIOR LAMP INC		128.95				
90114	8/07/2007	1150	SUTPHEN CORPORATION		1,000.00				
90115	8/07/2007	913	TARGET BANK		162.05				
90116	8/07/2007	264	TED'S MOWER SALES & SERVICE		314.66				
90117	8/07/2007	143	THOMPSON DREESSEN & DORNER		.00	**CLEARED**	**VOIDED**		
90118	8/07/2007	143	THOMPSON DREESSEN & DORNER		27,541.36				
90119	8/07/2007	1344	THOMSON GALE		44.93				
90120	8/07/2007	1550	TRUGREEN-CHEMLAWN		3,505.95				
90121	8/07/2007	176	TURFWERKS		146.92				
90122	8/07/2007	3123	UAP DISTRIBUTION INC		419.00				
90123	8/07/2007	269	UNITED SEEDS INCORPORATED		75.00				
90124	8/07/2007	809	VERIZON WIRELESS, BELLEVUE		65.86				
90125	8/07/2007	766	VIERREGGER ELECTRIC COMPANY		365.50				
90126	8/07/2007	3690	VIERS, STEVE		100.00				
90127	8/07/2007	3822	VITALSIGNS		320.00				
90128	8/07/2007	1174	WAL-MART COMMUNITY BRC		.00	**CLEARED**	**VOIDED**		
90129	8/07/2007	1174	WAL-MART COMMUNITY BRC		548.56				
90130	8/07/2007	78	WASTE MANAGEMENT NEBRASKA		538.45				
90131	8/07/2007	3244	WILDER, JONI		33.00				
90132	8/07/2007	492	WINGATE INNS		702.00				
BANK TOTAL						238,316.55			
OUTSTANDING						238,316.55			
CLEARED						.00			
VOIDED						.00			
FUND	TOTAL				OUTSTANDING	CLEARED	VOIDED		
01	GENERAL FUND	84,959.69			84,959.69	.00	.00		
02	SEWER FUND	14,081.52			14,081.52	.00	.00		
05	CONSTRUCTION	58,913.89			58,913.89	.00	.00		
08	LOTTERY FUND	65,588.74			65,588.74	.00	.00		
09	GOLF COURSE FUND	4,429.93			4,429.93	.00	.00		
14	ECONOMIC DEVELOPMENT	10,109.74			10,109.74	.00	.00		

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
15	OFF-STREET PARKING					233.04		.00	.00
REPORT TOTAL						238,316.55			
OUTSTANDING						238,316.55			
CLEARED						.00			
VOIDED						.00			
+ Gross Payroll 7/27/07						191,725.36			
GRAND TOTAL						<u>\$430,041.91</u>			

APPROVED BY COUNCIL MEMBERS 8/7/07

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FISCAL YEAR 07/08 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A public hearing has been scheduled and first reading of an ordinance has been prepared to adopt the proposed municipal budget for FY 07/08. Only first 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, 2007.

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

**FISCAL IMPACT**

The proposed budget is for \$22,395,346.41 in all funds. The total proposed preliminary property tax request is for \$4,721,707.96 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. This reflects an increase of \$37.60 per year in the property tax levy.

**RECOMMENDATION**

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

**BACKGROUND**

The City Council held budget workshops on July 16, 17 and 18, 2007. 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, 2007 AND ENDING ON SEPTEMBER 30, 2008; 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, 2007, through September 30, 2008. 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	9,549,335.35	4,000,148.00
Sewer Fund	1,612,526.00	0.00
Debt Service Fund	5,662,410.00	721,559.96
Lottery Fund	1,848,861.25	0.00
Golf Fund	407,934.50	0.00
Capital Fund	1,459,527.00	0.00
Economic Development Fund	1,094,519.81	0.00
Off-Street Parking	760,232.50	0.00
<b>Total All Funds</b>	<b>\$ 22,395,346.41</b>	<b>\$ 4,721,707.96</b>

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

PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER 2007.

CITY OF LA VISTA

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

ATTEST:

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

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

AN ORDINANCE TO AMEND ORDINANCE NO. ~~40041024~~, 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.

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

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

Building Permit	
General	2006 Uniform Administrative Fee
Commercial/Industrial	2006 Uniform Administrative Fee
Plan Review Fee	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Gateway Corridor District (non-refundable)	\$1,000-Bldgs 24,999 sq. ft. or less \$2,000 Bldgs 25,000 – 49,999 sq. ft. \$3,000 Bldgs 50,000 -100,000+ sq.ft. \$4,000 Bldgs 100,000 + sq.ft
Engineer's Review	\$500
Penalty Fee	3x Regular permit fee
Refund Policy	<del>80</del> 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	<del>\$600</del> 750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	<del>\$400</del> 150/sign
Master Sign Plan (more than 1 sign)	<del>\$100</del> 250
Common Sign Plan	<del>\$400</del> 250
Temporary Sign Permit	\$ 30
Tower Development Permit	<del>\$600</del> 1000
Tarp Permit	<del>\$ 20</del> 27.50
Bird Permit	<del>\$ 25</del> 27.50
Solar Panel Permit	<del>\$ 25</del> 27.50
Satellite Dish Permit	<del>\$ 25</del> 27.50
Wading/Swimming Pools at residence	<del>\$ 25</del> 27.50
Dedicated Electrical circuit for pumps	<del>\$ 25</del> 27.50
Mechanical Permits	2006 Uniform Administrative Fee
Plumbing Permits	2006 Uniform Administrative Code
Fee	
Backflow protector permit	\$ 27 (\$20 permit & \$7 backflow)
Underground Sprinklers	\$ 27 (\$20 issue fee & \$7 fixture)
Electrical Permits	2006 Uniform Administrative Fee

Proposed Master Fee Schedule 07/08 Fiscal Year

City License (Master & Journeyman Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000 Liability, and a \$300,000 bodily injury insurance certificate Also a \$5,000 Bond is required, naming the City as the recipient.
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ <del>2527.50</del>
Sidewalks	\$ <del>2527.50</del>
Driveway Replacement	\$ <del>2527.50</del>
Driveway Approach With curb requiring cut plus the 4' apron on each side)	
City Charge (if City performs curb cuts)	\$35 + \$4/ft (\$25 set up fee; \$10 permit fee)
Contractor (Contractor performs curb cuts)	\$ <del>25-27.50</del> plus \$1.00/ft.
Curb Grinding Permit Fee	
City charge (if City performs curb grinds)	\$ 35 + \$5/ft (\$25 set up fee; \$10 permit fee)
Contractor (Contractor is performing curb grinds)	\$ 15 +\$1.00/ft
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$ <del>400</del> <u>250</u>
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 25.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$ <del>400</del> <u>250</u>

**GRADING PERMIT FEES**

10 acres or less	\$ 500
More than 10 acres	\$1,000

**ZONING FEES**

Comprehensive Plan Amendment	\$500
Zoning Map Amendment	\$500
Zoning Text Amendment	\$500
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 plus \$10/lot+additional fee of \$250 for review of revised drawings
Final Platting	\$750 plus \$5/lot+additional fee of \$250 for review of revised drawings
Revised Preliminary Plat	\$250+additional fee of \$250 for review of revised drawings
Replat	\$750-1500 +additional fee of \$250 for review of revised drawings plus \$5/lot
Preliminary P.U.D. (includes rezoning fee)	\$750-1000 +additional fee of \$250 for review of revised drawings plus \$10/lot

Final P.U.D.	<del>\$300-500</del> plus \$3/lot + additional fee of \$250 for review of revised drawings
Vacation of Plat	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

**OCCUPATION TAXES**

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class W Wholesale Beer License Holder	\$500
Class X Wholesale Liquor License Holder	\$1000
Class Y Farm Winery License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$600
Class AK Liquor License Holder	\$200
Class ABK Liquor License Holder	\$400
Class BK Liquor License Holder	\$200
Class CK Liquor License Holder	\$600
Class DK Liquor License Holder	\$400
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$700
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$900
Class IK Liquor License Holder	\$500
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley
Car washes	\$100
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability, \$300,000 bodily injury insurance certificate
Convenience stores	\$ 75
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$25
Home Occupation 1 and Child Care Home	\$50
Home Occupation 2	\$35
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable



classifications(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.

Leasing - Persons, firms, partnerships or corporations engaged in the business of owning and leasing or of leasing apartments, duplexes and all other rental properties shall pay - .006 per square foot of each square foot of living space leased or subject to being leased

Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers	\$ 1.00/pawnbroker transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1).

Recreation businesses - indoor and outdoor \$100

Restaurants and drive-in eating establishments \$ 50 (5 employees or less)  
\$100 (more than 5 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools,  
nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships  
or corporations delivering any product, good or service  
whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories  
for service at retail \$ 75

Telephone Companies 5% of gross receipts

Proposed Master Fee Schedule 07/08 Fiscal Year

Tow Truck Companies	\$ 75
Late Fee ( <del>One-Time</del> Up to 60 days)	\$ 35
<del>Late Fee ( 60-90 days)</del>	<del>\$ 75</del>
<del>Late Fee ( over 90 days)</del>	<del>Double Occupation tax or \$100, whichever is greater</del>

Whenever two or more classifications shall be applicable to a business, the classification resulting in the highest Occupation Tax shall apply.

**OTHER FEES**

Barricades	
Rental Deposit Fee	\$ 60/barricade
Block Parties/Special Even	\$ 5/barricade per day
Construction Use	\$25 ea. (5 days maximum)
Blasting Permit	\$1,000
Cat License Fee	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Dog License Fee	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed neutered
Dog/Cat License Handling Fee	\$ 5
Dog or Cat License Replacement if Lost	\$ 1
Dog or Cat Capture and Confinement Fee	\$ 10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500
Handicap Parking Permit Application Fee	\$ Currently Not Charging Per State
Kennel or Cattery License (if allowed by zoning)	\$100/year
Natural Gas Franchisee Rate Filing Fee	Per Agreement
(For rate changes not associated w/the cost of purchased gas.)	
Opening Burning Permit	\$ 10
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50
<del>Police Officer Application Fee</del>	<del>\$ 20</del>
Public Assembly Permit	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr/truck + \$25,000 Performance
Bond	

**PUBLIC RECORDS**

Request for Records	<del>\$7.50</del> 12.50/Half Hour <del>Over 30 Minutes +</del>
Audio Tapes	Copy Costs* ( <del>May be subject to deposit</del> ) \$5.00 per tape

Video Tapes or CD/DVD \$10.00 per tape/CD

\*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$ 6
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
La Vista City Maps	
200E3	\$130
400F3	\$ 27
800E3	\$ 3
Future Land Use Map	\$ 6
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15
	\$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15
	\$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD

Criminal history \$ 10**FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm (not to include single family or duplexes)

**FIRE EXTRICATION – HAZARDOUS MATERIALS**

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest ¼ hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:	
Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10



Proposed Master Fee Schedule 07/08 Fiscal Year

Winches	\$10
Air Bags	\$50
High Lift Jack	\$20

Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

### RESCUE SQUAD FEES

BLS Non Emergency Base	\$240
BLS Emergency Base	\$360
ALS Non Emergency Base	\$330
ALS Emergency Level I	\$450
ALS Emergency Level 2	\$575
Specialty Care (Interfacility)	\$650
Mileage Rural	\$ 10
Rescue Squad Response (without transport)	\$125

### LIBRARY FEES

Membership (Non-Resident Family)	\$ <del>4550</del>
Fax	\$1.00 up to 5 pages
Fines	
Books	\$ .05/day
Audio Books	\$ 1.00/day
Videos/DVDs/CDs	\$ 1.00/day
Damaged & Lost	
Books	\$ 5 processing fee + actual cost
Videos /DVDs/CDs	\$ 5 processing fee + actual cost
Copies	\$ .10
Inter-Library Loan	<del>\$1,502.00</del> /transaction
Lamination – 18" Machine	<del>\$0,751.00</del> per foot
Lamination – 40" Machine	<del>\$3,004.00</del> per foot
Computer Lab Guest	\$5.00/session

### RECREATION FEES

Refund Policy ( <u>posted at the Community Center</u> )	<u>\$10.00 administrative fee on all</u>
<u>approved refunds</u>	<u>Policy posted at the</u>
<u>Community Center</u>	

### Community Center

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business</u>
<u>Groups</u>			
Facility Rental			
Gym (1 Court)	\$ 35/Hour	\$ 70/Hour	\$ 70/Hour
Gym/Stage (Rental)	\$400/Day	\$800/Day	\$800/Day
Gym/Stage (Deposit)	\$200	\$400	\$400
Game Room	\$ 20/Hour	\$ 40/Hour	\$ 40/Hour
Meeting Rooms (Rental)	\$ 10/Hour/Room	\$ 20/Hour/Room	\$ 25/Hour
Meeting Rooms (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Kitchen (Rental)	\$ 15/Hour	\$ 25/Hour	\$ 30/Hour
Kitchen (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Racquetball Court	\$ 6/Hour	\$ 12/Hour	\$ 12/Hour
Facility Usage			
Daily Visit (Over age 19)	\$ 2.00	\$ 4.00	
Daily Visit (Seniors +52)	\$ -0-	\$ 1.50	
Fitness Room (Over age 19)			
(Mon - Fri 12:00 -5:00 pm)		\$ 2.00/Visit	
Gym (Over age 19)			
(Mon - Fri 12:00 -5:00 pm)		\$ 2.00/Visit	
Summer Vacation Fun			

Proposed Master Fee Schedule 07/08 Fiscal Year

Days/Adventure Trips	\$ 20	
3-Day Sport Camps	\$ 15/Each	\$ 25/Each
	\$ 30/All Four	\$ 55/All Four
Ind. Weight Training		
Classes	\$ 25	
Youth Exercise &		
Weight Training	\$ 10	
Local-Motion Exercise		
Club	\$ 25/Year	

Classes

Contractor	City
75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

	Resident	Non-Resident
Tournament Fees	\$ 25/Team/Tournament	\$ 25/Team/Tournament
	\$ 25/Field/Day	\$ 25/Field/Day
Model Airplane Flying		
Field Pass	\$30*	\$40*
	* includes \$10 club membership 1 – year license	
Field Rentals	\$25/2 hours	\$35/2 hours
Park Shelters	\$10/3 hours	\$20/3 hours

Swimming Pool

Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 1.50	
Family Season Pass	\$ 90	\$150
Youth Season Pass	\$ 50	\$ 80
Adult Season Pass	\$ 60	\$ 90
30-Day Pass	\$ 45	\$ 75
Season Pass (Day Care)	\$250	\$250
Swim Lessons	\$ 25	\$ 50

Youth Recreation Programs

	Resident	Non-Resident
Coed Softball/Baseball Ages 5-6	\$ <del>2530</del>	\$ <del>4045</del>
Coed Softball/Baseball Ages 7-8	\$ <del>2530</del>	\$ <del>4045</del>
Coed Softball/Baseball Ages 9-10	\$ <del>3540</del>	\$ <del>5560</del>
Coed Softball/Baseball Ages 11-12	\$ <del>4550</del>	\$ <del>7580</del>
Coed Softball/Baseball Ages 13-14	\$ 65	\$85
Coed Softball/Baseball Ages 15-16	\$ 85	\$115
Baseball Ages 17-18	\$100	\$150
Softball Ages 15-16	\$75	\$105
Softball Ages 17-18	\$80	\$130
Wrestling	\$ <del>3540</del>	\$ <del>6065</del>
Tackle Football	\$ 95	\$125

Basketball Clinic

Basketball Ages 9-10	\$ 15	\$20
Basketball Ages 11-12	\$ 45	\$55
Soccer	\$ <del>7045</del>	\$ <del>8055</del>
Flag Football	\$ <del>2530</del>	\$ <del>4550</del>
Volleyball	\$ 30	\$50
Cheerleading	\$ 30	\$50
Start Smart	\$ 25	\$45
	\$ 15	\$ 20

Uniform Deposit Fee

Wrestling	\$ 40	\$ 40
Basketball	\$ 40	\$ 40
Tackle Football	\$160	\$160
Baseball Ages 9 - 12	\$ 20	\$ 20
Baseball Ages 13-18	\$ 50	\$ 50
Softball Ages <del>90-14</del> 11-14	\$ 20	\$ 20

Proposed Master Fee Schedule 07/08 Fiscal Year

Adult Recreation Programs

Softball – Single	\$200	\$200
Softball – Double	\$400	\$400
Basketball	\$135	\$135
Volleyball	\$100	\$100
Fall Softball – Single	\$110	\$110
Fall Softball – Double	\$220	\$220
Summer Softball –Single	\$ 80	\$ 80
Summer Basketball	\$ 70	\$ 70

Golf Green Fees

October 1<sup>st</sup> – February 28<sup>th</sup>

9-hole Weekdays (adults)	\$ 7.00
9-hole Weekends – Sa - Su (adults)	\$ 8.50
18-hole Weekdays (adults)	\$12.00
18-hole Weekends - Sa - Su (adults)	\$14.00
9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 6.00
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$11.00
Pull Carts	\$ 2.00
Rental Clubs -	\$ 7.00
Electric Carts – 9-hole	\$5.00
Electric Carts – 18-hole	\$7.00

March 1<sup>st</sup> – September 30<sup>th</sup>

9-hole Weekdays (adults)	\$ 8.50
9-hole Weekends – Sa - Su (adults)	\$10.00
18-hole Weekdays (adults)	\$14.50
18-hole Weekends - Sa - Su (adults)	\$16.00
9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 6.00 *
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$11.00 *
Pull Carts	\$ 2.00
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$ 6.00
Electric Carts – 18-hole	\$ 9.00

\* After 3 p.m.

Junior – Age 15 & under; Senior – Age 55 & over

Golf concessions, merchandise, specials, league and tournament prices shall be established by the Finance Director.

Annual Passes

(One Full Year from date of purchase)

Adult (16over)	\$300.00
Senior (55 over)	\$200.00
Junior (15 under)	\$200.00
Family	\$600.00

Annual Cart Rental

(One Full Year from date of purchase)

One Adult (16 over)	\$200.00
Two Adults	\$300.00

Discount Cards

(Adult Rates)

25 rounds	\$170.00
12 rounds	\$85.00

(Jr./Sr. Rates)

25 rounds	\$120.00
12 rounds	\$ 60.00

Special Services Van Fees

Trip within city limits (LaVista & Ralston)	\$1.00 one way
Trip outside city limits(Determined by distance)	\$2.00-\$4.00one way
Bus pass (each punch is worth \$1.00)	\$20.00

Section 2. Sewer Fee Schedule.§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are connected directly or indirectly with the sewerage system of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
1. The customer charge is as follows:
    - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling wherein the water consumption for each dwelling is separately supplied, metered and charged for by the Metropolitan Utilities District - ~~\$4,594.87~~ per month.
    - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings wherein the water consumption in each dwelling is not separately supplied, metered and charged for by the Metropolitan Utilities District - ~~\$ 4,594.87~~ per month plus an amount equal to ~~\$ 4,134.38~~ times the total number of units served by the water connection, less one.
    - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users - ~~\$ 4,925.22~~ per month.
    - d. The flow charge for all sewer service users shall be ~~\$ 1,340~~1,420 per hundred cubic feet (ccf).
    - e. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

Residential	
Single Family Dwelling	\$1,050
Duplex	\$1,200
Multiple Family	\$ 650/unit
Commercial/Industrial	\$5,500/acre of land as platted



The fee for commercial (including industrial) shall be computed on the basis of \$5,500 per acre within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$350
Service Line w/inside diameter of 6"	\$550
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No. 987. Ordinance No. 987 as originally approved on April 4, 2006, and all ordinances in conflict herewith are hereby repealed.

Section 7. 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 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) The remaining provisions of this Ordinance other than those specified in Sections 8(1) and 8(2) shall take effect upon publication.

| PASSED AND APPROVED THIS ~~6TH~~4TH DAY OF ~~March~~SEPTEMBER 2007.

CITY OF LA VISTA

ATTEST:

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

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

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Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended	FY08-09 Projected	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected
<b>REVENUES</b>									
<b>(1) GENERAL FUND</b>									
1-01-0010 Total Brought Forward	2,018,352.00	2,092,838.00	2,092,838.00	1,533,080.15	1,533,080.15	2,268,656.46	2,171,878.51	2,100,303.93	2,518,673.89
1001 Real Estate Tax Revenue	2,708,995.27	3,085,756.33	3,085,756.33	3,424,492.26	4,000,148.00	4,600,170.20	5,409,478.61	6,634,513.79	6,930,812.47
1003 Back Year Taxes All Types	33,755.53	30,000.00	45,000.00	30,000.00	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00
1004 Homestead Exemp Revenue	65,872.85	50,000.00	75,000.00	80,000.00	80,000.00	50,000.00	50,000.00	50,000.00	50,000.00
1005 Motor Vehicle Taxes	199,383.42	180,000.00	195,000.00	195,000.00	195,000.00	180,000.00	180,000.00	180,000.00	180,000.00
1006 Gross Revenue Tax	470,415.46	385,000.00	425,000.00	425,000.00	425,000.00	450,000.00	450,000.00	450,000.00	450,000.00
1007 Sales Tax Local (1.5%)	1,675,495.34	1,750,000.00	1,750,000.00	1,622,101.00	1,622,101.00	1,853,176.00	2,038,270.00	2,223,619.00	2,628,536.00
2003 Highway Allocation/Mtr Fee	754,749.26	857,000.00	820,000.00	825,000.00	952,588.00	955,000.00	955,000.00	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	12,040.00
2005 State Aid	103,422.80	103,400.27	103,400.27	103,400.00	103,400.00	103,400.00	103,400.00	103,400.00	103,400.00
2006 Pro-Rate Motor Vehicle	8,643.01	7,000.00	8,000.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00
2007 In Lieu of Tax	75,435.01	60,000.00	85,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
2008 Grants - Local/City	12,384.00	7,600.00	7,600.00	4,800.00	4,800.00	0.00	0.00	0.00	0.00
2009 Grants - County, NRD	12,052.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010 Grants - State (MIRF, Lib, PD)	88,365.97	77,788.00	73,954.34	131,739.00	131,739.00	0.00	0.00	0.00	0.00
2011 Grants - Federal	130,895.34	58,408.00	28,000.00	264,847.00	264,847.00	0.00	0.00	0.00	0.00
2012 SID Transfers	83,168.20	0.00	0.00	0.00	2,483,971.74	0.00	0.00	0.00	0.00
2013 Transfers - EDP	(192,000.00)	(96,000.00)	(96,000.00)	(667,983.19)	(650,320.08)	(159,682.50)	(159,682.50)	(649,532.50)	(648,172.00)
2013 Transfers - OSP	-	-	(350,000.00)	(750,000.00)	(750,000.00)	(650,000.00)	(650,000.00)	(650,000.00)	(650,000.00)
2014 SID Admin Fee Revenues	71,389.36	10,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00
3001 Occupation Licenses	72,081.29	68,000.00	70,242.00	70,000.00	70,000.00	70,000.00	75,000.00	75,000.00	80,000.00
3003 Plumbing-Tile Licenses	2,485.05	2,500.00	3,000.00	2,000.00	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00
3004 Firewks Fees	10,070.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
4000 Plat & Subdivision Fees	11,993.00	30,000.00	10,000.00	2,500.00	2,500.00	2,500.00	5,000.00	5,000.00	2,500.00
4001 Building Permits	624,209.97	600,000.00	610,000.00	600,000.00	600,000.00	600,000.00	300,000.00	250,000.00	250,000.00
4002 Electrical Permits	2,314.05	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
4003 Plumbing Permits & Licenses	53,165.52	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	25,000.00	25,000.00	25,000.00
4004 Sidewalk & Driveway Repairs	3,552.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
4005 Curb Cuts	6,950.25	7,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
4006 Certificate of Occupancy	11,247.90	12,000.00	10,000.00	10,000.00	10,000.00	8,000.00	8,000.00	8,000.00	8,000.00
4007 Hotel Occupancy Tax	-	-	36,088.00	107,967.00	107,967.00	872,400.00	948,814.00	1,020,175.00	1,085,971.00
Interlocal-Special Services	-	-	-	23,685.00	20,440.00	21,462.00	22,535.10	23,661.86	24,844.95
4009 Debt Service Transfer	-	-	-	73,900.00	73,900.00	-	-	-	-
4010 Lottery Transfer Budgeted	-	7,530.00	7,530.00	11,800.00	11,800.00	-	-	-	-
CIP Transfer	-	-	-	-	(70,000.00)	-	(130,000.00)	-	-
4013 Mechanical Permits	28,216.42	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	15,000.00	15,000.00	15,000.00
4014 Rescue Sq Fees (For Eq.)	74,694.67	80,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
5001 Recreation Fees	118,264.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
5002 Pool Admissions	11,036.13	10,500.00	10,500.00	10,500.00	10,500.00	11,000.00	11,000.00	11,000.00	11,000.00
5003 Pool Memberships	10,763.54	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
5004 Swimming Lessons	3,145.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
5006 Pool Concessions	-	-	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Special Services Fare	-	-	-	6,490.00	6,490.00	6,490.00	6,490.00	6,490.00	6,490.00
5012 Traffic Viol (Adm Fee)	8,026.00	10,000.00	10,000.00	10,000.00	10,000.00	22,000.00	22,000.00	22,000.00	22,000.00
5015 Library Fees	22,333.64	20,000.00	20,000.00	20,000.00	18,000.00	20,000.00	20,000.00	20,000.00	20,000.00
6004 Concess Rev - Sports Complex	9,522.80	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
7080 Sale of Fixed Assets	2,545.50	1,500.00	3,300.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
8001 Miscellaneous	108,150.40	40,000.00	180,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
8010 Interest Income	53,112.67	35,000.00	40,000.00	30,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Total Revenue	7,581,439.09	7,744,522.60	7,633,410.94	7,135,278.07	10,284,911.66	9,564,955.70	10,174,345.21	11,292,367.15	12,064,422.42
Total Available	9,599,791.09	9,837,360.60	9,726,248.94	8,668,358.22	11,817,991.81	11,833,612.17	12,346,223.72	13,392,671.08	14,583,096.31
Total Operating Expenditures	7,038,092.21	8,056,232.88	7,828,489.79	8,674,487.35	8,938,730.35	9,361,733.66	9,945,919.79	10,573,997.18	11,063,761.81
Total Capital Expenditures	450,686.27	97,331.00	87,179.00	570,105.00	610,605.00	300,000.00	300,000.00	300,000.00	300,000.00
Total One-Time Expenditures	0.00	270,000.00	277,500.00	0.00	0.00	0.00	0.00	0.00	0.00
RESERVE %			20%		25%	23%	21%	24%	29%
Cash Reserve	2,111,012.61	1,413,796.72	1,533,080.15	(576,234.13)	2,268,656.46	2,171,878.51	2,100,303.93	2,518,673.89	3,219,334.50
Valuation				723,229,621	901,949,944				
Levy				0.4735%	0.4435%				

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-11-MAYOR AND COUNCIL GENERAL FUND					
PERSONNEL SERVICES					
102 Salaries	44,694.48	45,360.00	45,360.00	45,360.00	45,360.00
104 FICA	3,418.86	3,470.00	3,470.00	3,470.00	3,470.00
107 Pension					
Total Personnel Services	48,113.34	48,830.00	48,830.00	48,830.00	48,830.00
COMMODITIES					
201 Office Supplies	1,534.80	1,000.00	1,000.00	1,000.00	1,000.00
203 Food Supplies	57.70	500.00	250.00	250.00	250.00
205 Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00
Total Commodities	1,592.30	1,500.00	1,250.00	1,250.00	1,250.00
CONTRACTUAL SERVICES					
301 Postage	425.68	500.00	480.00	550.00	550.00
302 Tele/Cell/Pager	344.55	360.00	360.00	480.00	480.00
303 Professional Services-Other	0.00	0.00	0.00	10,000.00	10,000.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	1,200.00	1,800.00	1,800.00	1,800.00	1,800.00
308 Legal Advertising	6,901.11	5,000.00	5,000.00	5,000.00	5,000.00
309 Printing	2,852.85	1,500.00	1,500.00	1,800.00	1,800.00
310 Dues and Subscriptions	19,321.00	18,000.00	19,500.00	19,500.00	19,500.00
311 Travel Expense	8,912.61	3,060.00	3,060.00	3,310.00	3,310.00
313 Training	5,820.00	3,800.00	4,000.00	4,415.00	4,415.00
314 Other Contractual Services	5,354.19	7,000.00	4,100.00	17,000.00	17,000.00
320 Professional Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	28,086.62	20,000.00	22,500.00	20,000.00	20,000.00
Total Contractual Services	79,218.61	61,020.00	62,280.00	83,855.00	83,855.00
OTHER CHARGES					
505 Other	6,220.09	3,000.00	4,000.00	4,000.00	4,000.00
Total Other Charges	6,220.09	3,000.00	4,000.00	4,000.00	4,000.00
CAPITAL OUTLAY					
610 Office Equipment					
618 Other Capital					
Total Capital Outlay					
TOTAL	135,144.34	114,350.00	116,360.00	137,935.00	137,935.00



Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-12-ADVISORY BOARDS & COMMISSIONS					
GENERAL FUND					
COMMODITIES					
201 Office Supplies	62.08	100.00	55.00	100.00	100.00
202 Books and Periodicals					
203 Food Supplies					
205 Motor Veh Supplies - Fuel					
206 Maint. Tool Supply					
207 Janitor Supplies					
208 Chemical Supplies					
211 Other Commodities					
Total Commodities	62.08	100.00	55.00	100.00	100.00
CONTRACTUAL SERVICES					
301 Postage	291.50	400.00	300.00	410.00	410.00
303 Professional Services-Other					
308 Legal Advertising	781.43	500.00	529.00	500.00	500.00
309 Printing	1,550.55	1,400.00	1,400.00	1,700.00	1,700.00
311 Travel Expense	0.00	425.00	100.00	300.00	300.00
313 Training Assistance	0.00	175.00	0.00	175.00	175.00
314 Other Contractual Services	5,354.19	5,500.00	4,400.00	5,000.00	5,000.00
320 Prof Services-Auditing					
321 Professional Services-Legal			500.00	500.00	500.00
Total Contractual Services	7,977.67	8,400.00	7,229.00	8,585.00	8,585.00
OTHER CHARGES					
505 Other	390.54	750.00	150.00	400.00	400.00
Total Other Charges	390.54	750.00	150.00	400.00	400.00
CAPITAL OUTLAY					
610 Office Equipment					
Total Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL	8,430.29	9,250.00	7,434.00	9,085.00	9,085.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-13-PUBLIC BUILDINGS &amp; GROUNDS</b>					
<b>GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	85,223.26	114,793.90	111,506.00	129,465.00	129,465.00
102 Salaries - Part-Time	8,425.63	9,339.20	9,339.00	9,360.00	9,360.00
103 Overtime Salaries	441.80	1,920.89	700.00	1,917.00	1,917.00
104 FICA	6,992.22	9,643.13	9,405.00	10,767.00	10,767.00
105 Insurance Charges	9,274.82	20,687.15	12,207.00	15,531.00	15,531.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	5,136.76	7,002.89	7,500.00	7,883.00	7,883.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	115,494.49	163,387.16	150,657.00	174,923.00	174,923.00
<b>COMMODITIES</b>					
201 Office Supplies	54.66	150.00	100.00	150.00	150.00
202 Books and Periodicals	0.00	50.00	50.00	50.00	50.00
203 Food Supplies					
204 Wearing Apparel	66.16	60.00	0.00	60.00	60.00
205 Motor Veh Supplies - Fuel	902.56	900.00	1,000.00	1,000.00	1,000.00
206 Maint. Tool Supply	385.19	700.00	500.00	700.00	700.00
207 Janitor Supplies	4,157.47	5,000.00	4,500.00	5,000.00	5,000.00
208 Chemical Supplies	1,292.33	2,500.00	2,050.00	2,800.00	2,800.00
211 Other Commodities	2,781.68	3,500.00	3,300.00	3,500.00	3,500.00
Total Commodities	9,640.05	12,860.00	11,500.00	13,260.00	13,260.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	280.86	350.00	350.00	450.00	450.00
302 Telephone	483.59	650.00	650.00	650.00	650.00
303 Professional Services-Other	546.50	0.00	0.00	0.00	0.00
306 Rentals	0.00	100.00	100.00	150.00	150.00
308 Legal Advertising	22.62	0.00	0.00	0.00	0.00
309 Printing	1,663.23	1,400.00	1,500.00	1,600.00	1,600.00
310 Dues and Subscriptions	28.90	60.00	50.00	60.00	60.00
311 Travel Expense	0.00	100.00	75.00	100.00	100.00
313 Training Assistance	0.00	400.00	0.00	400.00	400.00
314 Other Contractual	180,322.37	217,828.63	212,829.00	222,841.00	222,841.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal					
Total Contractual	183,348.07	220,888.63	215,554.00	226,251.00	226,251.00
<b>MAINTENANCE</b>					
401 Bldg. and Grounds	14,135.83	32,000.00	30,000.00	32,000.00	32,000.00
409 Machine Equip & Tool Maint.	34.57	600.00	500.00	600.00	600.00
410 Vehicle Maintenance	469.49	600.00	500.00	1,200.00	1,200.00
411 Radio R & M/Contracts	0.00	150.00	250.00	200.00	200.00
412 Other Repair & Maint.	396.37	1,000.00	800.00	1,000.00	1,000.00
Total Maintenance	15,036.26	34,350.00	32,050.00	35,000.00	35,000.00
<b>OTHER CHARGES</b>					
505 Other	23.00	500.00	250.00	500.00	500.00
Total Other Charges	23.00	500.00	250.00	500.00	500.00
<b>CAPITAL OUTLAY</b>					
602 Buildings					
610 Office Equipment					
611 Machinery & Tools					
613 Motor Vehicles					
997 default					
618 Other Capital	0.00	3,504.00	5,239.00	8,746.00	8,746.00
Total Capital Outlay	0.00	3,504.00	5,239.00	8,746.00	8,746.00
<b>TOTAL</b>	<b>323,541.87</b>	<b>435,489.79</b>	<b>415,250.00</b>	<b>458,680.00</b>	<b>458,680.00</b>

4

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-14-ADMINISTRATIVE GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	176,224.33	218,649.83	211,000.00	230,356.00	230,356.00
102 Salaries - Part-Time	7,717.17	0.00	0.00	0.00	0.00
103 Overtime Salaries	39.38	121.00	500.00	500.00	500.00
104 FICA	13,765.97	16,735.93	16,000.00	17,622.00	17,622.00
105 Insurance Charges	16,553.29	19,248.51	14,100.00	14,721.00	14,721.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	7,305.23	6,539.82	12,494.00	10,391.00	10,391.00
108 Pension/ICMA	3,271.12	5,635.02	0.00	3,430.00	3,430.00
109 Self Hlth Insurance	0.00	0.00	0.00	0.00	0.00
110 Excess Ins Reimbursement	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	224,876.49	266,930.11	254,094.00	277,020.00	277,020.00
<b>COMMODITIES</b>					
200 Inter-Fund Transfers	0.00	0.00	0.00	0.00	0.00
201 Office Supplies	5,272.85	4,500.00	4,520.00	4,500.00	4,500.00
202 Books and Periodicals	120.20	400.00	500.00	400.00	400.00
203 Food Supplies	55.97	275.00	150.00	275.00	275.00
204 Wearing Apparel	0.00	0.00	0.00	0.00	0.00
205 Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00
211 Other - auto supplies	0.00	0.00	0.00	0.00	0.00
Total Commodities	5,449.02	5,175.00	5,170.00	5,175.00	5,175.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	2,649.91	2,750.00	2,650.00	3,000.00	3,000.00
302 Telephone	4,045.53	3,750.00	4,100.00	4,100.00	4,100.00
303 Professional Services-Other	0.00	3,000.00	2,500.00	13,000.00	13,000.00
304 Utilities	9,221.96	8,500.00	8,900.00	9,000.00	9,000.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00
306 Rentals	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	1,700.00	1,800.00	2,400.00	2,850.00	2,850.00
308 Legal Advertising	780.40	500.00	200.00	500.00	500.00
309 Printing	1,216.41	2,000.00	1,500.00	2,300.00	2,300.00
310 Dues and Subscriptions	2,068.45	2,000.00	1,600.00	1,700.00	1,700.00
311 Travel Expense	7,298.14	7,650.00	8,000.00	14,925.00	14,925.00
313 Training Assistance	2,887.50	8,305.00	3,250.00	12,860.00	12,860.00
314 Other Contractual Services	16,004.48	13,000.00	7,200.00	13,500.00	13,500.00
320 Prof. Services-Auditing	12,396.50	17,000.00	12,000.00	17,000.00	17,000.00
321 Professional Services-Legal	43,420.16	25,000.00	25,000.00	25,000.00	25,000.00
Total Contractual Services	103,689.44	95,255.00	79,300.00	119,735.00	119,735.00
<b>MAINTENANCE</b>					
401 Building and Grounds	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
410 Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00
Total Maintenance	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
502 Bond Interest	0.00	0.00	0.00	0.00	0.00
505 Other Charges	6,000.36	7,500.00	4,750.00	8,000.00	8,000.00
509 Refunds	0.00	0.00	0.00	0.00	0.00
510 County Treasurer Fee	29,417.59	25,000.00	25,000.00	25,000.00	25,000.00
514 Financial Lending Bond Fees	0.00	0.00	0.00	0.00	0.00
515 Fee Expense	0.00	0.00	0.00	0.00	0.00
Total Other Charges	35,417.95	32,500.00	29,750.00	33,000.00	33,000.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
CAPITAL OUTLAY					
610 Office Equipment	0.00	0.00	0.00	0.00	0.00
613 Motor Vehicles	0.00	0.00	0.00	0.00	0.00
617 Radio Systems	0.00	0.00	0.00	0.00	0.00
618 Other Capital Outlay	5,136.00	3,925.00	3,925.00	4,437.00	4,437.00
Total Capital Outlay	5,136.00	3,925.00	3,925.00	4,437.00	4,437.00
<b>TOTAL</b>	<b>374,568.90</b>	<b>403,785.11</b>	<b>372,239.00</b>	<b>439,367.00</b>	<b>439,367.00</b>
*Fifty percent of the Administration Fund is allocated to Sewer Fund 02-41.					

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-15-POLICE GENERAL FUND					
PERSONNEL SERVICES					
101 Salaries - Full-Time	1,601,611.03	1,784,038.01	1,764,038.00	1,886,046.77	1,886,046.77
102 Salaries - Part-Time	7,877.65	11,236.20	11,236.00	13,067.00	13,067.00
103 Overtime Salaries	125,533.95	123,652.26	123,652.00	133,072.17	133,072.17
104 FICA	127,440.34	146,784.88	145,000.00	155,449.73	155,449.73
105 Insurance Charges	284,348.49	355,702.06	330,000.00	311,144.79	311,144.79
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension/Civilian	7,994.74	7,763.54	7,763.54	8,259.00	8,259.00
108 Pension/Police	95,633.64	106,697.88	105,000.00	112,888.45	112,888.45
109 Self Insurance Expense					
Total Personnel Services	2,250,439.84	2,535,874.83	2,486,689.54	2,619,927.91	2,619,927.91
COMMODITIES					
200 Inter-Fund Transfers					
201 Office Supplies	5,212.57	7,000.00	7,000.00	7,000.00	7,000.00
202 Books and Periodicals	427.00	750.00	750.00	748.00	748.00
203 Food Supplies	97.24	300.00	250.00	250.00	250.00
204 Wearing Apparel	30,695.64	14,750.00	14,750.00	13,750.00	13,750.00
205 Motor Vehicle Supplies	42,709.80	43,564.00	43,500.00	43,000.00	43,000.00
206 Lab and Maint Supplies	743.51	1,500.00	1,500.00	1,500.00	1,500.00
208 Chemical Supplies	220.85	500.00	300.00	500.00	500.00
211 Other Commodities	199.72	500.00	200.00	0.00	0.00
Total Commodities	80,306.33	68,864.00	68,250.00	66,748.00	66,748.00
CONTRACTUAL SERVICES					
301 Postage	2,183.06	2,500.00	2,700.00	2,500.00	2,500.00
302 Telephone	11,683.57	13,000.00	12,800.00	13,000.00	13,000.00
303 Prof Services-Other	25,168.60	20,500.00	20,760.00	23,300.00	23,300.00
304 Utilities	47,948.14	48,000.00	46,000.00	46,000.00	46,000.00
305 Insurance and Bonds					
306 Rentals	0.00	250.00	100.00	250.00	250.00
307 Car Allowance	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	122.40	500.00	300.00	500.00	500.00
309 Printing	4,358.51	3,500.00	4,000.00	4,000.00	4,000.00
310 Dues and Subscriptions	960.47	750.00	900.00	1,000.00	1,000.00
311 Travel Expense	10,043.02	6,014.00	5,200.00	10,000.00	10,000.00
312 Towel and Cleaning Service	471.87	1,000.00	900.00	1,000.00	1,000.00
313 Training Assistance	12,042.50	13,330.00	12,000.00	18,000.00	18,000.00
314 Other Contractual Services	22,902.64	27,000.00	25,000.00	26,000.00	26,000.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	5,780.30	5,000.00	4,500.00	5,000.00	5,000.00
Total Contractual Services	143,665.08	141,344.00	135,160.00	150,550.00	150,550.00
MAINTENANCE					
401 Building and Grounds					
409 Machine Equip and Tool Maint.	127.88	750.00	750.00	1,500.00	1,500.00
410 Motor Vehicle Maintenance	15,218.86	11,500.00	11,500.00	12,000.00	12,000.00
411 Radio Maintenance	2,967.88	2,500.00	1,500.00	1,500.00	1,500.00
412 Other Maintenance	1,099.79	1,000.00	1,200.00	500.00	500.00
Total Maintenance	19,414.41	15,750.00	14,950.00	15,500.00	15,500.00
OTHER CHARGES					
505 Other Charges	28,290.83	31,500.00	26,500.00	26,500.00	26,500.00
520 Emergency Expenditures					
Total Other Charges	28,290.83	31,500.00	26,500.00	26,500.00	26,500.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
CAPITAL OUTLAY					
602 Building					
610 Office Equipment					
613 Motor Vehicles	109,012.20	0.00	0.00	96,000.00	104,500.00
617 Radio Systems					
623 Grant Money Expenditures					
618 Other Capital Outlay	60,980.90	36,000.00	31,000.00	1,500.00	1,500.00
Total Capital Outlay	169,993.10	36,000.00	31,000.00	97,500.00	106,000.00
INTER-FUND TRANSFERS					
700 Transfer to Sinking Fund					
Total Inter-fund Transfers					
TOTAL	2,692,109.59	2,829,332.83	2,762,549.54	2,976,725.91	2,985,225.91

Budget Code & Classification		FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-16-ANIMAL CONTROL GENERAL FUND						
CONTRACTUAL SERVICES						
314	Other Contractual Services	31,587.97	34,000.00	34,000.00	37,000.00	43,000.00
	Total Contractual Services	31,587.97	34,000.00	34,000.00	37,000.00	43,000.00
TOTAL		31,587.97	34,000.00	34,000.00	37,000.00	43,000.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-17-FIRE					
GENERAL FUND					
PERSONNEL SERVICES					
101 Salaries - Full Time	33,229.58	70,631.33	65,000.00	119,380.47	119,380.47
102 Salaries - Part-Time					
103 Overtime Salaries	23.96	494.06	300.00	537.84	537.84
104 FICA	2,387.52	5,403.30	5,000.00	9,173.75	9,173.75
105 Employee Benefit - Insurance	10,730.37	15,476.53	17,500.00	21,825.18	21,825.18
107 Pension/Civilian	1,995.31	4,237.88	2,200.00	2,269.69	2,269.69
108 Pension/Fire	0.00	0.00	3,500.00	10,671.72	10,671.72
110 Excess Ins. Reimbursement					
111 Disability Insurance	4,493.48	4,493.48	4,955.00	5,449.79	5,449.79
Total Personnel Services	52,860.22	100,736.58	98,455.00	169,308.44	169,308.44
COMMODITIES					
201 Office Supplies	1,039.11	1,000.00	1,000.00	1,500.00	1,500.00
202 Books and Periodicals	1,304.62	4,000.00	1,000.00	4,000.00	4,000.00
203 Food Supplies	232.54	700.00	700.00	700.00	700.00
204 Wearing Apparel	14,689.18	10,000.00	10,000.00	17,010.00	17,010.00
205 Motor Vehicle Supplies	7,340.88	10,500.00	7,000.00	17,000.00	17,000.00
206 Lab and Maint Supplies	0.00	750.00	750.00	500.00	500.00
207 Janitor Supplies	335.00	675.00	675.00	1,350.00	1,350.00
208 Chemical Supplies	1,911.00	3,500.00	300.00	3,500.00	3,500.00
211 Other Commodities	5,612.08	10,200.00	5,000.00	5,200.00	5,200.00
215 Squad Supplies	3,334.87	15,931.00	23,000.00	10,000.00	10,000.00
Total Commodities	35,799.28	57,256.00	49,425.00	60,760.00	60,760.00
CONTRACTUAL SERVICES					
301 Postage	564.99	700.00	700.00	700.00	700.00
302 Telephone	6,113.65	8,000.00	6,000.00	8,900.00	8,900.00
303 Prof Services-Other	3,018.00	2,500.00	2,000.00	3,500.00	3,500.00
304 Utilities	17,557.77	37,500.00	32,000.00	40,000.00	40,000.00
305 Insurance and Bonds					
307 Car Allowance	4,700.00	4,800.00	5,200.00	6,000.00	6,000.00
308 Legal Advertising	0.00	300.00	1,000.00	300.00	300.00
309 Printing	1,491.37	2,500.00	2,500.00	3,500.00	3,500.00
310 Dues and Subscriptions	1,969.45	2,200.00	1,500.00	2,200.00	2,200.00
311 Travel Expense	6,585.82	5,453.00	3,000.00	8,152.00	8,152.00
313 Training Assistance	19,809.05	21,946.00	21,000.00	30,406.00	30,406.00
314 Other Contractual Services	58,369.60	57,600.00	49,200.00	61,850.00	61,850.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	410.40	1,000.00	1,200.00	1,000.00	1,000.00
Total Contractual Services	120,590.10	144,499.00	125,300.00	166,508.00	166,508.00
MAINTENANCE					
401 Building and Grounds					
409 Machine Equip and Tool Maint.	1,580.31	2,500.00	2,750.00	3,750.00	3,750.00
410 Motor Vehicle Maintenance	9,647.80	15,600.00	5,000.00	10,600.00	10,600.00
411 Radio Maintenance	3,125.85	37,000.00	12,000.00	20,000.00	20,000.00
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00
Total Maintenance	14,353.96	55,100.00	19,750.00	34,350.00	34,350.00
OTHER CHARGES					
505 Other Charges	4,800.61	6,000.00	7,600.00	56,000.00	56,000.00
520 Emergency Expenditures					
Total Other Charges	4,800.61	6,000.00	7,600.00	56,000.00	56,000.00



Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
CAPITAL OUTLAY					
610 Office Equipment	0.00	0.00	0.00	0.00	0.00
611 Machines and Tools	0.00	0.00	0.00	0.00	0.00
612 Instruments & Fire Apparatus					
613 Motor Vehicles					
615 Fire Hose					
617 Radio Systems					
997 Default					
618 Other Capital Outlay	9,920.04	24,300.00	23,074.00	272,347.00	272,347.00
Total Capital Outlay	9,920.04	24,300.00	23,074.00	272,347.00	272,347.00
<b>TOTAL</b>	<b>238,324.21</b>	<b>387,891.58</b>	<b>323,604.00</b>	<b>759,273.44</b>	<b>759,273.44</b>

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-18-COMMUNITY DEVELOPMENT GENERAL FUND					
PERSONNEL SERVICES					
101 Salaries - Full Time	280,631.01	336,615.11	336,615.00	346,552.00	346,552.00
102 Salaries - Part-Time	19,013.41	22,328.58	22,329.00	26,329.00	26,329.00
103 Overtime Salaries	753.55	574.13	574.00	592.00	592.00
104 FICA	22,791.33	27,503.12	27,503.00	28,571.00	28,571.00
105 Employee Benefit - Insurance	14,045.74	21,099.76	21,100.00	26,082.00	26,082.00
107 Civilian Pension City's Exp	16,913.13	20,711.35	20,711.00	20,829.00	20,829.00
108 Pension/ICMA	0.00	0.00	0.00	0.00	0.00
109 Self Insurance Expense					
Total Personnel Services	354,148.17	428,832.05	428,832.00	448,955.00	448,955.00
COMMODITIES					
200 Inter-Fund Transfers	0.00	0.00	0.00	0.00	0.00
201 Office Supplies	3,865.76	3,000.00	3,000.00	3,000.00	3,000.00
202 Books and Periodicals	726.43	500.00	800.00	500.00	500.00
203 Food Supplies	36.36	0.00	0.00	0.00	0.00
204 Wearing Apparel	795.82	800.00	800.00	1,000.00	1,000.00
205 Motor Vehicle Supplies	4,109.11	4,000.00	3,000.00	3,000.00	3,000.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00
Total Commodities	9,533.48	8,300.00	7,600.00	7,500.00	7,500.00
CONTRACTUAL SERVICES					
301 Postage	2,553.55	1,000.00	2,000.00	1,000.00	1,000.00
302 Telephone	251.42	300.00	300.00	300.00	300.00
303 Prof Services-Other	86,558.52	75,000.00	85,000.00	80,000.00	80,000.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	550.00	600.00	600.00	1,200.00	1,200.00
308 Legal Advertising	1,668.96	1,000.00	1,200.00	1,200.00	1,200.00
309 Printing	2,655.59	2,000.00	2,000.00	2,000.00	2,000.00
310 Dues and Subscriptions	1,523.65	1,000.00	1,000.00	1,200.00	1,200.00
311 Travel Exp(Net)/Mileage	5,869.57	3,215.00	3,215.00	6,747.00	6,747.00
313 Training	1,473.00	2,345.00	2,000.00	4,235.00	4,235.00
314 Other Contractual	4,758.00	5,000.00	5,000.00	30,500.00	30,500.00
320 Prof Services-auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-legal	82,112.73	30,000.00	25,000.00	25,000.00	25,000.00
413 Cadd Mapping Grant					
Total Contractual Services	189,974.99	121,460.00	127,315.00	153,382.00	153,382.00
MAINTENANCE					
410 Motor Vehicle Maintenance	29.26			500.00	500.00
411 Radio Maintenance	0.00	0.00	80.00	350.00	350.00
412 Other Maintenance					
Total Maintenance	29.26	0.00	80.00	850.00	850.00
OTHER CHARGES					
505 Other	3,280.14	2,000.00	1,000.00	2,000.00	2,000.00
509 Refunds					
Total Other Charges	3,280.14	2,000.00	1,000.00	2,000.00	2,000.00
CAPITAL OUTLAY					
610 Office Equipment	3,619.80				
613 Motor Vehicle	12,443.00		0.00	12,000.00	
617 Radio Systems					
618 Other Capital Outlay	24,750.00	6,000.00	0.00		
Total Capital Outlay	40,812.80	6,000.00	0.00	12,000.00	0.00
TOTAL	597,778.84	566,592.05	564,827.00	624,687.00	612,687.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-19-STREET ADMINISTRATION</b>					
<b>GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	57,043.13	59,677.66	59,678.00	63,690.00	63,690.00
102 Salaries - Part-Time	0.00	0.00	0.00	0.00	0.00
103 Overtime Salaries	0.00	259.24	259.00	267.00	267.00
104 FICA	4,067.87	4,585.17	4,585.00	4,893.00	4,893.00
105 Insurance Charges	7,177.74	8,230.25	8,230.25	7,761.00	7,761.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	3,422.57	3,596.21	3,596.00	3,837.00	3,837.00
108 Pension/ICMA	0.00	0.00	0.00	0.00	0.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	71,711.31	76,348.51	76,348.25	80,448.00	80,448.00
<b>COMMODITIES</b>					
200 Inter-Fund Transfers					
201 Office Supplies	0.00	50.00	50.00	50.00	50.00
Total Commodities	0.00	50.00	50.00	50.00	50.00
<b>CONTRACTUAL SERVICES</b>					
302 Tele/Cell/Pager	200.15	180.00	180.00	180.00	180.00
303 Prof Services - Other	0.00	0.00	0.00	0.00	0.00
307 Car Allowance	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	0.00	0.00	0.00	0.00	0.00
309 Printing	25.34	30.00	30.00	30.00	30.00
310 Dues & Subscriptions	84.95	150.00	150.00	150.00	150.00
311 Travel & Mileage	747.12	237.50	238.00	1,004.00	1,004.00
312 Uniform Cleaning	0.00	0.00	0.00	0.00	0.00
313 Training Assistance	557.50	445.00	445.00	688.00	688.00
314 Other Contractual Services	1,843.49	1,750.00	1,750.00	1,775.00	1,775.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	0.00	0.00	0.00	0.00	0.00
Total Contractual Services	3,458.55	2,792.50	2,793.00	3,827.00	3,827.00
<b>OTHER CHARGES</b>					
505 Other	47.00	25.00	25.00	0.00	0.00
509 Refunds					
Total Other Charges	47.00	25.00	25.00	0.00	0.00
<b>CAPITAL OUTLAY</b>					
618 Other Capital Outlay				3,200.00	3,200.00
Total Capital Outlay	0.00	0.00	0.00	3,200.00	3,200.00
<b>TOTAL</b>	<b>75,216.86</b>	<b>79,216.01</b>	<b>79,216.25</b>	<b>87,525.00</b>	<b>87,525.00</b>

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

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-20-STREETS OPERATING GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	454,426.74	503,316.35	503,316.00	528,129.00	558,539.00
102 Salaries - Part-Time	24,607.02	40,500.00	40,500.00	40,850.00	40,850.00
103 Overtime Salaries	10,272.61	15,894.51	25,000.00	15,906.00	17,003.00
104 FICA	35,654.70	42,817.88	43,514.00	44,744.00	47,154.00
105 Insurance Charges	96,567.22	122,593.14	112,500.00	102,081.00	113,016.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	27,875.19	31,152.65	31,153.00	32,642.00	34,532.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
110 Excess Ins Reimbursement	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	649,403.48	756,274.53	755,983.00	764,352.00	811,094.00
<b>COMMODITIES</b>					
201 Office Supplies	1,049.68	1,000.00	1,000.00	1,000.00	1,000.00
202 Books and Periodicals	0.00	0.00	0.00	0.00	0.00
203 Food Supplies	57.20	110.00	74.00	110.00	110.00
204 Wearing Apparel	1,730.48	2,000.00	2,000.00	2,000.00	2,200.00
205 Motor Vehicle Supplies	36,071.89	40,000.00	48,000.00	43,000.00	51,500.00
206 Lab and Maint Supplies	1,725.05	2,500.00	2,500.00	2,500.00	3,000.00
207 Janitor Supplies	1,326.44	1,300.00	1,300.00	1,300.00	1,300.00
208 Chemical Supplies	0.00	0.00	0.00	0.00	0.00
209 Welding Supplies	865.23	1,300.00	1,300.00	1,300.00	1,300.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00
Total Commodities	42,825.97	48,210.00	56,174.00	51,210.00	60,410.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	368.52	350.00	350.00	500.00	500.00
302 Telephone	3,879.40	3,500.00	3,984.00	4,000.00	4,000.00
303 Prof Services-Other	15,812.96	15,000.00	13,000.00	13,000.00	13,000.00
304 Utilities	207,360.37	228,000.00	238,000.00	230,000.00	287,408.00
306 Rentals	16,489.68	0.00	0.00	0.00	0.00
308 Legal Advertising	57.07	100.00	10.00	50.00	50.00
309 Printing	1,777.83	1,600.00	1,600.00	1,600.00	1,600.00
310 Dues and Subscriptions	241.35	350.00	350.00	350.00	350.00
311 Travel Expense	2,095.09	1,804.00	2,554.00	3,534.00	3,534.00
312 Towel and Cleaning Service	4,355.36	4,650.00	4,650.00	4,650.00	5,150.00
313 Training Assistance	2,420.00	1,725.00	1,725.00	2,305.00	2,305.00
314 Other Contractual Services	11,397.91	17,500.00	15,500.00	16,500.00	17,300.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	7,011.30	5,000.00	0.00	2,000.00	2,000.00
Total Contractual Services	273,266.84	279,579.00	281,723.00	278,489.00	337,197.00
<b>MAINTENANCE</b>					
401 Buildings and Grounds	6,271.37	6,000.00	6,000.00	4,500.00	5,000.00
402 Bridges and Culverts	0.00	0.00	0.00	0.00	0.00
406 Storm Sewers	2,097.52	2,500.00	0.00	1,000.00	1,500.00
407 Sidewalk & Curb Maint	0.00	0.00	0.00	12,500.00	12,500.00
408 Street Maintenance	35,015.63	40,000.00	28,500.00	53,000.00	60,800.00
409 Machine Equip and Tool Maint.	2,824.02	2,500.00	2,500.00	2,500.00	3,500.00
410 Motor Vehicle Maintenance	32,907.40	43,440.00	40,000.00	40,000.00	43,000.00
411 Radio Maintenance	55.04	250.00	0.00	250.00	250.00
412 Other Maintenance	0.00	0.00	0.00	33,773.00	43,373.00
413 Traffic Signs	0.00	0.00	0.00	18,400.00	27,400.00
Total Maintenance	79,170.98	94,690.00	77,000.00	165,923.00	197,323.00
<b>OTHER CHARGES</b>					
505 Other Charges	1,960.81	500.00	250.00	250.00	250.00
Total Other Charges	1,960.81	500.00	250.00	250.00	250.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
CAPITAL OUTLAY					
610 Office Equipment					
613 Motor Vehicles					
614 Road Machinery	108,059.00			105,000.00	105,000.00
617 Radio Systems				9,000.00	9,000.00
618 Other Capital Outlay	28,925.30				
Total Capital Outlay	136,984.30	0.00	0.00	114,000.00	114,000.00
TOTAL	1,183,612.38	1,179,253.53	1,171,130.00	1,374,224.00	1,520,274.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-22-PARK MAINTENANCE GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	269,473.88	332,035.61	332,036.00	363,897.00	379,102.00
102 Salaries - Part-Time	25,714.65	56,000.00	47,000.00	56,000.00	68,000.00
103 Overtime Salaries	6,764.91	9,372.60	12,300.00	10,393.00	10,942.00
104 FICA	21,595.08	30,401.73	29,937.00	32,917.00	34,998.00
105 Insurance Charges	60,422.35	80,205.90	75,000.00	78,890.00	84,358.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	16,568.09	20,484.00	20,484.00	22,458.00	23,403.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
110 Excess Ins Reimb	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	400,538.96	528,499.84	516,757.00	564,555.00	600,803.00
<b>COMMODITIES</b>					
200 Inter-Fund Transfers					
202 Books and Periodicals					
203 Food Supplies	22.88	90.00	55.00	90.00	90.00
204 Wearing Apparel	1,595.60	1,600.00	1,600.00	1,600.00	1,850.00
205 Motor Vehicle Supplies	15,397.66	16,000.00	16,000.00	16,000.00	22,600.00
206 Lab and Maint Supplies	2,251.47	1,500.00	1,500.00	1,500.00	2,700.00
207 Janitor Supplies	391.10	700.00	700.00	700.00	1,000.00
208 Chemical Supplies	1,910.49	800.00	800.00	800.00	1,500.00
209 Welding Supplies	50.38	0.00	0.00	0.00	0.00
210 Botanical Supplies	7,163.98	6,500.00	6,500.00	4,500.00	7,500.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00
Total Commodities	28,783.56	27,190.00	27,155.00	25,190.00	37,240.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	2.72	25.00	25.00	25.00	25.00
302 Telephone-Cellular-Pager	573.69	600.00	600.00	600.00	600.00
303 Prof Services-Other	3,227.91	2,900.00	2,900.00	2,900.00	2,900.00
304 Utilities	7,245.59	9,000.00	9,000.00	9,000.00	10,500.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00
306 Rentals	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	19.54	200.00	20.00	100.00	100.00
309 Printing	51.42	100.00	145.00	100.00	100.00
310 Dues and Subscriptions	400.60	425.00	522.00	525.00	525.00
311 Travel Expense	1,161.92	746.00	746.00	1,641.00	1,641.00
312 Towel and Cleaning Service	2,037.45	2,100.00	2,100.00	2,100.00	2,300.00
313 Training Assistance	1,495.00	1,770.00	1,770.00	2,040.00	2,040.00
314 Other Contractual Services	8,826.60	30,309.00	25,000.00	29,144.00	35,144.00
320 Prof Services-Auditing					
321 Professional Services-Legal					
Total Contractual Services	25,042.44	48,175.00	42,828.00	48,175.00	55,875.00
<b>MAINTENANCE</b>					
401 Building and Grounds	14,134.35	15,000.00	15,000.00	13,500.00	17,500.00
407 Sidewalk & Curb Maint	0.00	0.00	0.00	0.00	0.00
408 Street Maintenance	0.00	0.00	0.00	0.00	0.00
409 Machine Equip and Tool Maint.	1,676.05	2,000.00	2,000.00	2,000.00	3,000.00
410 Motor Vehicle Maintenance	13,276.60	11,000.00	23,000.00	11,500.00	14,500.00
411 Radio Maintenance	123.00	150.00	150.00	150.00	150.00
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00
Total Maintenance	29,210.00	28,150.00	40,150.00	27,150.00	35,150.00
<b>OTHER CHARGES</b>					
505 Other Charges	212.97	0.00	0.00	0.00	0.00
Total Other Charges	212.97	0.00	0.00	0.00	0.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
CAPITAL OUTLAY					
613 Motor Vehicle					
617 Radio Systems					
618 Other Capital Outlay	9,472.00	0.00	0.00	34,000.00	78,000.00
Total Capital Outlay	9,472.00	0.00	0.00	34,000.00	78,000.00
INTER-FUND TRANSFERS					
700 Transfer to Sinking Fund					
Total Inter-fund Transfers	0.00	0.00	0.00	0.00	0.00
TOTAL	493,259.93	632,014.84	626,890.00	699,070.00	807,068.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-23-RECREATION GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	160,394.61	189,053.30	177,431.00	198,032.00	198,032.00
102 Salaries - Part-Time	39,351.01	45,934.25	45,934.00	49,158.00	49,158.00
103 Salaries - Overtime	40.20	316.76	317.00	326.00	326.00
104 FICA	14,960.49	18,000.78	17,112.00	18,935.00	18,935.00
105 Insurance Charges	21,372.29	30,379.44	26,000.00	33,757.00	33,757.00
106 Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	9,625.95	11,362.21	10,665.00	11,901.00	11,901.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	245,744.55	295,046.74	277,459.00	312,109.00	312,109.00
<b>COMMODITIES</b>					
201 Office Supplies	1,718.45	2,250.00	2,250.00	2,250.00	2,250.00
202 Books and Periodicals	135.00	150.00	50.00	50.00	50.00
203 Food Supplies	1,482.39	1,500.00	1,500.00	1,500.00	1,500.00
204 Wearing Apparel	12,536.84	12,250.00	12,250.00	12,250.00	12,250.00
205 Motor Vehicle Supplies	31.90	250.00	250.00	250.00	250.00
207 Janitorial Supplies	0.00	0.00	0.00	0.00	0.00
208 Chemical Supplies	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	9,660.05	12,500.00	12,500.00	12,500.00	12,500.00
Total Commodities	25,564.63	28,900.00	28,800.00	28,800.00	28,800.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	2,141.24	2,050.00	2,050.00	2,200.00	2,200.00
302 Telephone	3,041.78	3,200.00	3,200.00	3,200.00	3,200.00
303 Prof Services-Other	70.00	1,000.00	1,000.00	500.00	500.00
304 Utilities	33,885.92	40,000.00	38,255.00	37,500.00	37,500.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00
306 Rentals	484.19	300.00	300.00	300.00	300.00
308 Commercial Advertising	0.00	0.00	0.00	0.00	0.00
308 Legal Advertising	1,304.43	3,000.00	3,000.00	3,000.00	3,000.00
309 Printing	2,153.98	2,000.00	2,000.00	2,125.00	2,125.00
310 Dues and Subscriptions	552.80	750.00	650.00	750.00	750.00
311 Travel Exp/Mileage	1,319.90	50.00	1,620.00	1,734.00	1,734.00
313 Training Assistance	25.00	600.00	975.00	600.00	600.00
314 Other Contractual Services	17,495.83	18,250.00	18,250.00	20,750.00	20,750.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	0.00	1,000.00	1,000.00	500.00	500.00
Total Contractual Services	62,475.07	72,200.00	72,300.00	73,159.00	73,159.00
<b>MAINTENANCE</b>					
401 Building and Grounds	1,445.70	3,200.00	3,200.00	3,021.00	3,021.00
409 Machine Equip & Tool Maint.	893.92	2,000.00	2,000.00	1,820.00	1,820.00
410 Motor Vehicle Expense	11.00	250.00	250.00	250.00	250.00
412 Other Maintenance	129.10	500.00	500.00	500.00	500.00
Total Maintenance	2,479.72	5,950.00	5,950.00	5,591.00	5,591.00
<b>OTHER CHARGES</b>					
500 Donations	0.00	0.00	0.00	0.00	0.00
505 Other Charges	10,745.59	9,250.00	9,250.00	9,250.00	9,250.00
509 Refunds	0.00	0.00	0.00	0.00	0.00
Total Other Charges	10,745.59	9,250.00	9,250.00	9,250.00	9,250.00



Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
CAPITAL OUTLAY					
601 Land					
623 Grant Money Expenditures					
610 Office Equipment					
618 Other Capital Outlay	2,280.00	10,100.00	10,100.00	5,400.00	5,400.00
Total Capital Outlay	2,280.00	10,100.00	10,100.00	5,400.00	5,400.00
TOTAL	349,289.56	421,446.74	403,859.00	434,309.00	434,309.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-24-SPORTS COMPLEX RECREATION GENERAL FUND					
PERSONNEL SERVICES					
101 Salary - Full Time					
102 Salary - Part Time	13,100.25	15,000.00	15,000.00	15,000.00	15,000.00
103 Salary - Overtime	209.81	300.00	300.00	300.00	300.00
104 FICA	1,018.19	1,170.45	1,170.00	1,170.00	1,170.00
107 Civilian Pension					
Total Personnel Services	14,328.25	16,470.45	16,470.00	16,470.00	16,470.00
COMMODITIES					
200 Inter-Fund Transfers					
206 Lab and Maint Supplies	169.38	1,000.00	1,000.00	1,000.00	1,000.00
207 Janitorial Supplies	427.22	500.00	500.00	500.00	500.00
208 Chemical Supplies	1,598.48	1,600.00	1,600.00	1,600.00	1,600.00
Total Commodities	2,195.08	3,100.00	3,100.00	3,100.00	3,100.00
CONTRACTUAL SERVICES					
302 Tele/Cellular/Paging	1,175.60	1,000.00	1,000.00	1,000.00	1,000.00
303 Prof Services-Other	70.00				
304 Utilities	34,537.01	33,000.00	33,000.00	33,000.00	33,000.00
305 Insurance and Bonds					
306 Rentals					
314 Other Contractual Services	780.00	1,000.00	1,000.00	1,000.00	1,000.00
320 Prof Services-Auditing					
321 Professional Services-Legal					
Total Contractual Services	36,562.61	35,000.00	35,000.00	35,000.00	35,000.00
MAINTENANCE					
401 Building and Grounds	12,574.78	12,000.00	12,000.00	12,000.00	12,000.00
409 Mach/Equip/Tools	66.22	200.00	200.00	200.00	200.00
Total Maintenance	12,641.00	12,200.00	12,200.00	12,200.00	12,200.00
OTHER CHARGES					
505 Other Charges	0.00	0.00	0.00	0.00	0.00
Total Other Charges	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY					
618 Other Capital Outlay	57,990.07	0.00	0.00	0.00	0.00
Total Capital Outlay	57,990.07	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>123,717.01</b>	<b>66,770.45</b>	<b>66,770.00</b>	<b>66,770.00</b>	<b>66,770.00</b>

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-25-LIBRARY GENERAL FUND					
PERSONNEL SERVICES					
101 Salaries - Full-Time	191,564.96	207,681.66	201,654.00	218,968.00	218,968.00
102 Salaries - Part-Time	65,948.96	80,014.00	58,438.00	85,640.00	108,390.00
103 Overtime Salaries	138.24	25.49	0.00	0.00	0.00
104 FICA	19,337.77	22,008.86	20,005.00	23,303.00	25,043.00
105 Insurance Charges	26,254.01	30,378.00	22,283.00	28,567.00	28,567.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	11,502.11	12,461.42	12,099.00	13,138.00	13,138.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	314,746.05	352,569.43	314,479.00	369,616.00	394,106.00
COMMODITIES					
200 Interfund Transfers					
201 Office Supplies	6,020.38	6,972.00	8,320.00	6,850.00	9,094.00
201 CD Rom/Electronic	8,068.27	6,980.00	8,430.00	9,000.00	10,235.00
202 Books and Periodicals	43,796.46	41,950.00	45,260.00	36,144.00	50,929.00
203 Food Supplies	0.00	0.00	0.00	0.00	0.00
207 Janitorial Supplies	0.00	0.00	0.00	0.00	0.00
208 Chemical Supplies	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00
212 Media	4,615.43	4,500.00	4,551.00	5,300.00	9,400.00
213 Summer Reading Program	1,049.38	960.00	1,385.00	1,260.00	1,660.00
Total Commodities	63,549.92	61,362.00	67,946.00	58,554.00	81,318.00
CONTRACTUAL SERVICES					
301 Postage	3,036.81	3,500.00	3,500.00	4,100.00	5,041.00
302 Telephone	301.72	380.00	296.00	215.00	215.00
303 Prof Services-Other	2,880.00	0.00	191.00	0.00	0.00
304 Utilities	56,521.86	65,575.00	60,627.00	67,648.00	67,648.00
305 Insurance and Bonds	0.00	0.00	0.00	0.00	0.00
306 Rentals	5,778.65	5,800.00	5,455.00	5,630.00	5,630.00
307 Car Allowance	840.00	936.00	936.00	936.00	936.00
308 Legal Advertising	11.82	150.00	29.00	50.00	50.00
309 Printing	1,828.50	2,440.00	2,027.00	2,670.00	2,670.00
310 Dues and Subscriptions	374.75	340.00	305.00	305.00	305.00
311 Travel Expense	1,559.96	2,163.00	2,113.00	2,000.00	2,000.00
313 Training Assistance	1,897.80	1,500.00	2,521.00	2,480.00	2,480.00
314 Other Contractual Services	106.05	150.00	150.00	150.00	150.00
315 Inter-Library Book Loan	(365.50)	(385.00)	(455.00)	(420.00)	(420.00)
316 Internet/Phone	0.00	0.00	0.00	0.00	0.00
320 Prof Services-Auditing	0.00	0.00	0.00	0.00	0.00
321 Professional Services-Legal	0.00	0.00	0.00	0.00	0.00
Total Contractual Services	74,772.42	82,549.00	77,695.00	85,764.00	86,705.00
MAINTENANCE					
401 Building and Grounds					
409 Machine Equip & Tool Maint.	5,957.67	4,935.00	5,070.00	5,653.00	5,653.00
Total Maintenance	5,957.67	4,935.00	5,070.00	5,653.00	5,653.00
OTHER CHARGES					
500 Donations					
505 Other Charges	46.00	75.00	0.00	0.00	0.00
Total Other Charges	46.00	75.00	0.00	0.00	0.00
CAPITAL OUTLAY					
610 Office Equipment					
611 Computer/Internet/Equ	11,700.12	12,002.00	11,296.00	12,668.00	12,668.00
618 Other Capital Outlay				3,807.00	3,807.00
Total Capital Outlay	11,700.12	12,002.00	11,296.00	16,475.00	16,475.00

Budget Code & Classification		FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
GRANTS/STATE AID						
623	Grant Money Expend 1-25	0.00	0.00	0.00	0.00	0.00
Total Grants		0.00	0.00	0.00	0.00	0.00
TOTAL		470,772.18	513,492.43	476,486.00	536,062.00	584,257.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-27-SWIMMING POOL GENERAL FUND					
PERSONNEL SERVICES					
102 Salaries - Part-Time	54,492.27	69,116.25	69,116.00	71,194.00	71,194.00
104 FICA	4,168.75	5,287.39	5,287.00	5,446.00	5,446.00
Total Personnel Services	58,661.02	74,403.64	74,403.00	76,640.00	76,640.00
COMMODITIES					
201 Office Supplies	85.83		200.00	200.00	200.00
203 Concessions			0.00	2,500.00	2,500.00
204 Wearing Apparel			700.00	700.00	700.00
206 Lab and Maint Supplies					
207 Janitor Supplies					
208 Chemical Supplies	1,876.38	2,600.00	2,600.00	2,600.00	2,600.00
211 Other Commodities	2,121.24	1,600.00	1,370.00	1,370.00	1,370.00
Total Commodities	4,083.45	4,200.00	4,870.00	7,370.00	7,370.00
CONTRACTUAL SERVICES					
302 Telephone	688.53	1,040.00	1,040.00	1,040.00	1,040.00
303 Prof Services-Other	350.00		630.00	630.00	630.00
304 Utilities	5,718.23	5,450.00	5,450.00	5,450.00	5,450.00
309 Printing					
314 Other Contractual Services	149.10	250.00	250.00	250.00	250.00
321 Prof Services-Legal					
Total Contractual Services	6,905.86	6,740.00	7,370.00	7,370.00	7,370.00
MAINTENANCE					
401 Building and Grounds	1,650.96	4,100.00	3,450.00	3,450.00	3,450.00
409 Machine Equip and Tool Maint.	0.00	1,000.00	900.00	900.00	900.00
412 Other Maintenance	0.00	3,000.00	1,405.00	2,450.00	2,450.00
Total Maintenance	1,650.96	8,100.00	5,755.00	6,800.00	6,800.00
OTHER CHARGES					
505 Other Charges	5,517.82	3,000.00	3,000.00	500.00	500.00
Total Other Charges	5,517.82	3,000.00	3,000.00	500.00	500.00
CAPITAL OUTLAY					
602 Building					
618 Other Capital Outlay	6,397.84	1,500.00	2,545.00	2,000.00	2,000.00
Total Capital Outlay	6,397.84	1,500.00	2,545.00	2,000.00	2,000.00
TOTAL	83,216.95	97,943.64	97,943.00	100,680.00	100,680.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>1-30-SENIOR BUS SERVICE</b>					
<b>GENERAL FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time				11,182.00	11,182.00
102 Salaries - Part-Time				34,474.00	34,474.00
104 FICA				3,493.00	3,493.00
105 Insurance Charges				2,039.00	2,039.00
107 Pension				671.00	671.00
Total Personnel Services	0.00	0.00	0.00	51,859.00	51,859.00
<b>COMMODITIES</b>					
201 Office Supplies				100.00	100.00
204 Wearing Apparel				300.00	300.00
205 Motor Vehicle Supplies	610.75	1,000.00	1,000.00	14,950.00	14,950.00
211 Other Commodities					
Total Commodities	610.75	1,000.00	1,000.00	15,350.00	15,350.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	0.00	0.00	0.00	0.00	0.00
302 Telephone	0.00	0.00	0.00	900.00	900.00
303 Prof Services-Other				100.00	100.00
305 Insurance and Bonds					
308 Legal Advertising				800.00	800.00
313 Training Assistance					
314 Other Contractual Services	12,732.81	12,000.00	12,000.00		
320 Prof Services-Auditing					
321 Professional Services-Legal	0.00	0.00	0.00	0.00	0.00
Total Contractual Services	12,732.81	12,000.00	12,000.00	1,800.00	1,800.00
<b>MAINTENANCE</b>					
410 Motor Vehicle Maintenance	0.00	0.00	0.00	1,850.00	1,850.00
412 Other Maintenance	0.00	0.00	0.00	0.00	0.00
Total Maintenance	0.00	0.00	0.00	1,850.00	1,850.00
<b>CAPITAL OUTLAY</b>					
613 Motor Vehicles					
Total Capital Outlay	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>13,343.56</b>	<b>13,000.00</b>	<b>13,000.00</b>	<b>70,859.00</b>	<b>70,859.00</b>

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-28 HUMAN RESOURCES					
GENERAL FUND					
PERSONNEL SERVICES					
101 Salaries - Full Time		25,624.29	25,066.00	28,460.00	28,460.00
104 FICA		1,960.26	1,840.00	2,177.00	2,177.00
105 Insurance Charges		5,362.87	5,366.00	4,570.00	4,570.00
107 Pension		1,537.46	1,504.00	1,708.00	1,708.00
108 Pension/Police	0.00	270,000.00	277,500.00	0.00	0.00
109 Self Insurance Expense	439.93	0.00	0.00	0.00	0.00
Total Personnel Services	439.93	304,484.88	311,276.00	36,915.00	36,915.00
PERSONNEL SERVICES					
303 Prof. -Other				20,000.00	20,000.00
305 Insurance and Bonds	276,819.94	306,000.00	321,000.00	340,000.00	340,000.00
310 Dues/Subscrip				410.00	410.00
311 Travel Expense		0.00	0.00	465.00	465.00
313 Training Assistance		250.00	640.00	550.00	550.00
314 Other Contractual Services	2,750.00	3,000.00	2,995.00	3,000.00	3,000.00
321 Prof Services- Legal	2,767.40	10,000.00	15,000.00	15,000.00	15,000.00
Total Personnel Services	282,337.34	319,250.00	339,635.00	379,425.00	379,425.00
OTHER CHARGES					
505 Other Charges	6,912.77	10,000.00	4,700.00	10,000.00	10,000.00
Total Other Charges	6,912.77	10,000.00	4,700.00	10,000.00	10,000.00
TOTAL	289,690.04	633,734.88	655,611.00	426,340.00	426,340.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
1-29-PUBLIC TRANSPORTATION					
GENERAL FUND					
CONTRACTUAL SERVICES					
303 Professional Services-Other					
320 Prof Services-Auditing					
321 Professional Services-Legal					
Total Contractual Services					
OTHER CHARGES					
505 Other Charges	5,174.00	6,000.00	6,000.00	6,000.00	6,000.00
Total Other Charges	5,174.00	6,000.00	6,000.00	6,000.00	6,000.00
TOTAL	5,174.00	6,000.00	6,000.00	6,000.00	6,000.00



## Capital Outlay Requests

### General Fund

	Description	FY 07/08 Request	FY 07/08 CA Recommended	FY 07/08 Adopted	Notes
13	<b>Public Buildings &amp; Grounds</b>				
	Reconfigure Wireless System for PD & PW	8,746.00	8,746.00		
14	<b>Administration</b>				
	Supplemental Office Furniture CH Outer Office	603.00			
	Other Capital (Sarpy County GIS)	4,437.00	4,437.00		
15	<b>Police</b>				
	Replacement Police Cruisers (4)	96,000.00	104,500.00		
	Replacement VHS Recorders for Interview Rms. (2)	1,500.00	1,500.00		
	Lasar Radar Units (2)	2,400.00			Additional Funding by NOHS
	Radar Unit	2,600.00			Additional Funding by NOHS
17	<b>Fire</b>				
	10 sets of bunker gear	15,000.00	15,000.00		
	Replace Grass Truck	35,000.00			
	Firefighting and EMS Equipment	257,347.00	257,347.00		Assistance to Firefighters Grant
18	<b>Community Development</b>				
	Replace Code Enforcement Vehicle	12,000.00			
19	<b>Streets Administration</b>				
	Office Work Station	3,200.00	3,200.00		
20	<b>Streets Operating</b>				
	1) Replace 1988 Dump Truck	105,000.00	105,000.00		
	2) Replace 1990 Dump Truck	105,000.00			
	3) Replace Material Spreader - Existing Dump Truck	9,000.00	9,000.00		
	(A) Additional Dump Truck	115,000.00			
22	<b>Parks</b>				
	1) Replace 1991 Riding Mower	17,000.00	17,000.00		
	2) Replace 1995 Riding Mower	17,000.00	17,000.00		
	3) Additional Riding Mower w/Snow Attachments	25,000.00			
	(A) Additional Wide Area Mower	44,000.00	44,000.00		

## General Fund

	Description	FY 07/08 Request	FY 07/08 CA Recommended	FY 07/08 Adopted	Notes
23	<b>Recreation</b>				
	Replacement Audio Visual Equipment	1,900.00	1,900.00		
	Replacement Elliptical Trainer	3,500.00	3,500.00		
25	<b>Library</b>				
	Computers (5 staff)	4,365.00	4,365.00		
	Computers (7 Computer Lab)	6,984.00	6,984.00		
	Printer - Reference	1,319.00	1,319.00		
	Chairs (14) for Computer Lab	7,615.00	3,807.00		Replace half
	(A) Computer Replacement (3)	2,265.00			
27	<b>Swimming Pool</b>				
	Additional Deck Chairs	2,000.00	2,000.00		
	total	<b>Subtotal</b>	905,781.00	610,605.00	-
		257,347.00	257,347.00		less grant funds
	<b>Total Request</b>	648,434.00	353,258.00	-	total general funds

## SEWER FUND

		FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended	FY08-09 Projected	FY09-10 Projected	FY10-11 Projected	FY11-12 Projected
Budget Code & Classification										
SEWER FUND										
Cash Balance										
Investments										
County Treasurer										
2-01-0010	Total Brought Forward	1,386,479.00	1,386,479.00	1,230,823.00	1,401,613.83	1,191,609.83	1,027,283.83	778,053.79	566,872.96	396,317.25
2014	SID Admin Fee									
5020	Sewer Serv. Chges. Billed	109,281.90	95,000.00	95,000.00	110,000.00	122,000.00	129,320.00	137,079.20	145,303.95	154,022.19
5021	User Fee	774,512.59	735,000.00	750,000.00	795,000.00	891,000.00	944,460.00	1,001,127.60	1,061,195.26	1,124,866.97
5022	NE Tax Coll. Fee	183.51	80.00	200.00	200.00	200.00	80.00	80.00	80.00	80.00
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	512,621.11	600,000.00	400,000.00	400,000.00	400,000.00	300,000.00	300,000.00	300,000.00	300,000.00
8001	Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8010	Interest on Investments	38,169.27	25,000.00	32,000.00	35,000.00	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Total Income		1,434,768.38	1,455,080.00	1,277,200.00	1,340,200.00	1,448,200.00	1,398,860.00	1,463,286.80	1,531,579.21	1,603,969.16
Total Available		2,821,247.38	2,841,559.00	2,508,023.00	2,741,813.83	2,639,809.83	2,426,143.83	2,241,340.59	2,098,452.17	2,000,286.41
Total Operating Expenditures		1,403,790.03	1,427,020.17	1,509,426.00	1,542,267.00	1,604,589.00	1,648,090.04	1,674,467.63	1,702,134.92	1,731,180.44
Total Capital Expenditures		366,507.25	12,925.00	12,925.00	7,937.00	7,937.00	0.00	0.00	0.00	0.00
Balance Forward		1,050,950.10	1,401,613.83	985,672.00	1,191,609.83	1,027,283.83	778,053.79	566,872.96	396,317.25	269,105.96

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>2-41-SEWER ADMINISTRATION SEWER FUND</b>					
<b>PERSONNEL SERVICES</b>					
101 Salaries - Full-Time	233,366.00	303,951.78	295,744.00	322,506.00	322,506.00
102 Salaries - Part-Time	7,717.06	0.00	0.00	0.00	0.00
103 Overtime Salaries	148.93	380.24	759.00	767.00	767.00
104 FICA	17,847.36	23,281.36	22,425.00	24,692.00	24,692.00
105 Insurance Charges	24,064.87	32,841.63	27,696.00	27,052.00	27,052.00
106 Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107 Pension	10,739.49	11,673.49	14,350.00	15,936.00	15,936.00
108 Pension/ICMA	3,270.98	5,635.02	3,244.00	3,430.00	3,430.00
109 Self Insurance Expense	0.00	0.00	0.00	0.00	0.00
Total Personnel Services	297,154.69	377,763.52	364,218.00	394,383.00	394,383.00
<b>COMMODITIES</b>					
200 Inter-Fund Transfers					
201 Office Supplies	5,272.11	4,550.00	4,570.00	4,550.00	4,550.00
202 Books and Periodicals	120.20	400.00	500.00	400.00	400.00
203 Food Supplies	55.96	275.00	150.00	275.00	275.00
204 Wearing Apparel	0.00	0.00	0.00	0.00	0.00
205 Motor Vehicle Supplies	0.00	0.00	0.00	0.00	0.00
211 Other Commodities	0.00	0.00	0.00	0.00	0.00
Total Commodities	5,448.27	5,225.00	5,220.00	5,225.00	5,225.00
<b>CONTRACTUAL SERVICES</b>					
301 Postage	2,649.87	2,750.00	2,650.00	3,000.00	3,000.00
302 Telephone	4,245.75	3,930.00	4,280.00	4,280.00	4,280.00
303 Professional Services-Other	2,233.97	3,000.00	2,500.00	33,000.00	33,000.00
304 Utilities	9,221.92	8,500.00	8,900.00	9,000.00	9,000.00
305 Insurance & Bonds					
306 Rentals	0.00	0.00		0.00	0.00
307 Car Allowance	1,700.00	1,800.00	2,400.00	2,850.00	2,850.00
308 Legal Advertising	780.37	500.00	200.00	500.00	500.00
309 Printing	1,241.71	2,030.00	1,530.00	2,330.00	2,330.00
310 Dues and Subscriptions	2,153.35	2,150.00	1,750.00	2,310.00	2,260.00
311 Travel Expense	7,645.47	2,612.50	8,238.00	7,319.00	7,319.00
312 Uniform Cleaning	0.00	0.00		0.00	0.00
313 Training Assistance	3,445.00	7,750.00	4,335.00	11,373.00	11,373.00
314 Other Contractual Services	17,848.03	14,750.00	11,945.00	18,275.00	18,275.00
320 Prof Services-Auditing	12,396.50	17,000.00	12,000.00	17,000.00	17,000.00
321 Professional Services-Legal	40,757.82	25,000.00	40,000.00	40,000.00	40,000.00
Total Contractual Services	106,319.76	91,772.50	100,728.00	151,237.00	151,187.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
MAINTENANCE					
401 Building and Grounds	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
410 Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00
Total Maintenance	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES					
505 Other Charges	6,774.50	7,525.00	9,475.00	18,000.00	18,000.00
509 Refunds/Judgements	0.00	0.00	0.00	0.00	0.00
510 County Treasurer Fee	0.00	0.00	25,000.00	25,000.00	25,000.00
514 Financial Lending Bond Fees	0.00	0.00	0.00	0.00	0.00
515 "Fee" Expense	0.00	0.00	0.00	0.00	0.00
Total Other Charges	6,774.50	7,525.00	34,475.00	43,000.00	43,000.00
CAPITAL OUTLAY					
610 Office Equipment	0.00	0.00			
618 Other Capital Outlay	5,136.00	3,925.00	3,925.00	4,437.00	4,437.00
Total Capital Outlay	5,136.00	3,925.00	3,925.00	4,437.00	4,437.00
<b>TOTAL</b>	<b>420,833.22</b>	<b>486,211.02</b>	<b>508,566.00</b>	<b>598,282.00</b>	<b>598,232.00</b>

		FY05-06	FY06-07	FY06-07	FY07-08	FY07-08
		Actual	Budget	YE Estimate	Requested	Recommended
Budget Code & Classification						
2-42-SEWER SYSTEMS OPERATIONAL						
SEWER FUND						
PERSONNEL SERVICES						
101	Salaries - Full-Time	146,548.13	177,275.74	176,139.00	185,229.00	200,434.00
102	Salaries - Part-Time	18,350.77	25,350.00	25,350.00	38,442.00	38,442.00
103	Overtime Salaries	6,698.71	5,610.16	13,000.00	5,908.00	6,457.00
104	FICA	12,561.37	15,930.05	16,408.00	17,563.00	18,768.00
105	Insurance Charges	28,628.77	47,809.05	35,500.00	32,204.00	37,672.00
106	Other Personnel Services	0.00	0.00	0.00	0.00	0.00
107	Pension	9,178.83	10,973.15	11,348.00	11,468.00	12,413.00
108	Pension/ICMA	0.00	0.00	0.00	0.00	0.00
109	Self Insurance	0.00	0.00	0.00	0.00	0.00
Total Personnel Services		221,966.58	282,948.15	277,745.00	290,814.00	314,186.00
COMMODITIES						
200	Inter-Fund Transfers					
201	Office Supplies	96.60	200.00	200.00	200.00	200.00
203	Food Supplies	61.52	50.00	61.00	60.00	60.00
204	Wearing Apparel	869.47	1,200.00	1,200.00	1,200.00	1,400.00
205	Motor Vehicle Supplies	10,995.27	12,143.00	12,143.00	14,000.00	18,000.00
206	Maint/Lab/Med Tool Supply	183.78	200.00	200.00	400.00	500.00
207	Janitor Supplies	299.20	200.00	200.00	200.00	200.00
208	Chemical Supplies	2,230.76	6,500.00	6,500.00	6,500.00	8,500.00
209	Welding Supplies	484.01	700.00	700.00	700.00	700.00
211	Other Commodities	212.53	200.00	200.00	0.00	0.00
Total Commodities		15,433.14	21,393.00	21,404.00	23,260.00	29,560.00
CONTRACTUAL SERVICES						
301	Postage	415.72	450.00	450.00	480.00	480.00
302	Telephone	459.99	600.00	600.00	600.00	600.00
303	Professional Services-Other	1,569.00	2,100.00	2,600.00	2,100.00	2,100.00
304	Utilities	6,309.68	7,000.00	13,000.00	9,000.00	9,000.00
305	Insurance and Bonds	141,228.00	148,000.00	144,997.00	155,000.00	155,000.00
306	Rentals	0.00	0.00		0.00	0.00
308	Legal Advertising	108.11	150.00		150.00	150.00
309	Printing	1,534.75	1,640.00	1,640.00	1,640.00	1,640.00
310	Dues and Subscriptions	70.80	75.00	50.00	75.00	75.00
311	Travel Expense	1,970.74	1,678.00	1,678.00	3,573.00	3,573.00
312	Towel and Cleaning Services	850.00	1,030.00	1,030.00	1,100.00	1,300.00
313	Training Assistance	445.00	870.00	870.00	1,030.00	1,030.00
314	Other Contractual Services	576,133.78	450,000.00	430,000.00	431,000.00	456,000.00
320	Prof Services-Auditing	3,011.86	4,000.00	3,821.00	4,000.00	4,000.00
321	Professional Services-Legal	0.00	0.00		0.00	0.00
Total Contractual Services		734,107.43	617,593.00	600,736.00	609,748.00	634,948.00

Budget Code & Classification	FY05-06 Actual	FY06-07 Budget	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended
<b>MAINTENANCE</b>					
401 Building and Grounds	7,102.93	8,000.00	8,000.00	8,000.00	10,000.00
405 Sanitary Sewers	1,249.34	2,500.00	2,500.00	2,500.00	3,500.00
409 Machine Equip and Tool Maint.	3,051.31	3,800.00	3,800.00	3,500.00	5,000.00
410 Motor Vehicle Maintenance	3,623.41	6,500.00	9,000.00	9,000.00	12,000.00
411 Radio Maintenance	1,523.20	1,500.00	1,500.00	1,500.00	1,500.00
412 Other Maintenance	0.00	0.00		0.00	0.00
Total Maintenance	16,550.19	22,300.00	24,800.00	24,500.00	32,000.00
<b>OTHER CHARGES</b>					
502 Bond Interest Expense					
505 Other Charges	35.47	500.00	100.00	100.00	100.00
509 Refunds/Judge/Settlemts					
Total Other Charges	35.47	500.00	100.00	100.00	100.00
<b>CAPITAL OUTLAY</b>					
610 Office Equipment					
613 Motor Vehicles	354,543.00	0.00	0.00	0.00	0.00
618 Other Capital Outlay	6,828.25	9,000.00	9,000.00	3,500.00	3,500.00
9998 Cur FY "Net" GAAP Reclass					
Total Capital Outlay	361,371.25	9,000.00	9,000.00	3,500.00	3,500.00
<b>TOTAL</b>	<b>1,349,464.06</b>	<b>953,734.15</b>	<b>933,785.00</b>	<b>951,922.00</b>	<b>1,014,294.00</b>
<b>SEWER FUND</b>					
<b>TOTAL</b>					
<b>Total Sewer Fund</b>	<b>1,770,297.28</b>	<b>1,439,945.17</b>	<b>1,442,351.00</b>	<b>1,550,204.00</b>	<b>1,612,526.00</b>

## Capital Outlay Requests

### Sewer Fund

	Description	FY 07/08 Request	FY 07/08 CA Recommended	FY 07/08 Adopted	Notes
02-42	<b>Sewer Operating</b>				
	1) Replacement Sewer Camera	170,000.00			
	2) Replace 1994 Pick Up Truck	48,000.00			
	3) Dig Tube Attachment for Sewer Truck	3,500.00	3,500.00		
	total	<b>Subtotal</b>	221,500.00	3,500.00	-
		<b>Total Request</b>	221,500.00	3,500.00	- less grant funds total general funds



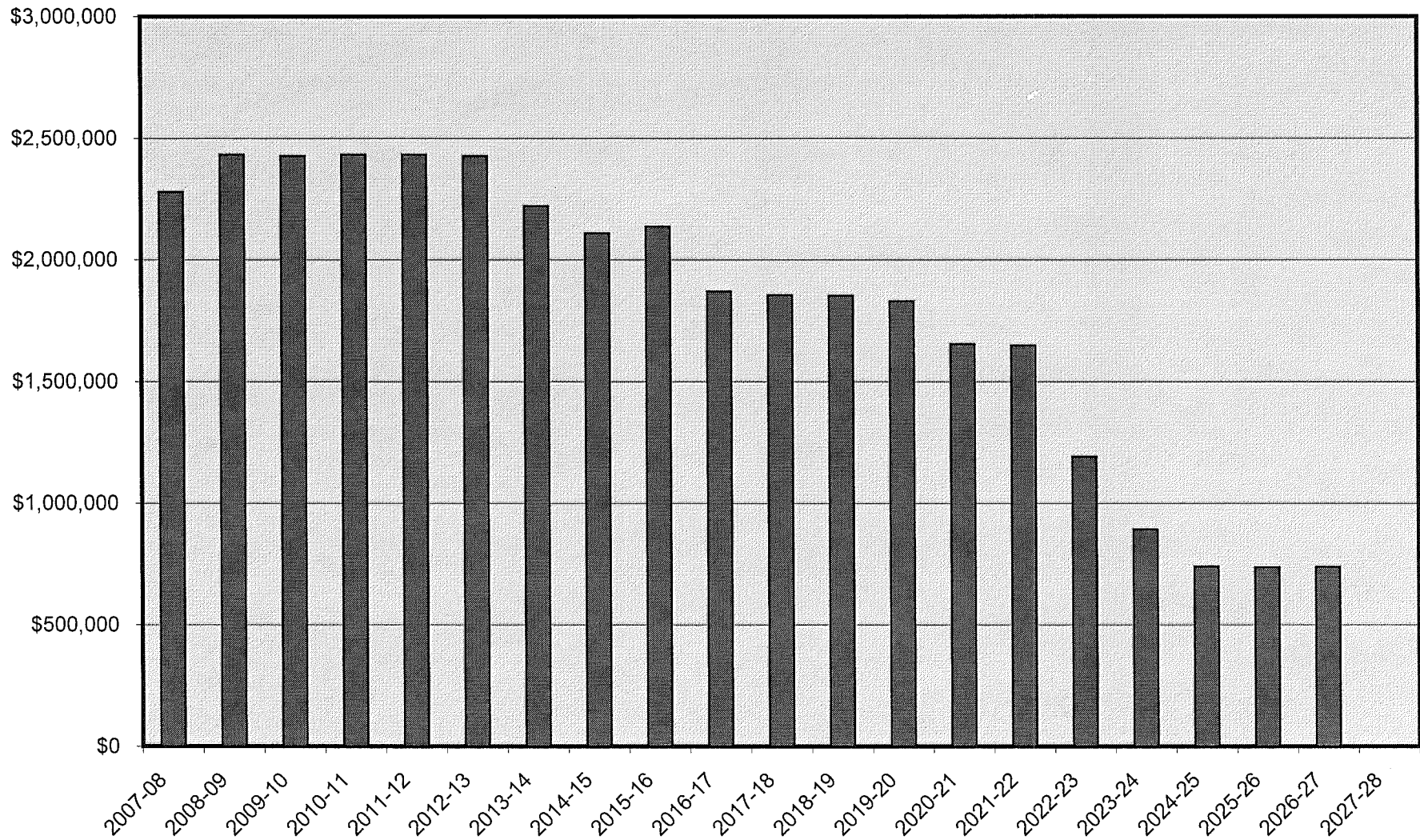
**BOND FUND ( 4 ) DEBT SERVICE**

Budget Code & Classification	FY05-06 Actual	FY06-07 Adopted	FY06-07 YE Estimate	FY07-08 Requested	FY07-08 Recommended	FY08-09 Projection	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection
Cash Carry Forward	4,786,937.00	6,552,390.30	6,552,640.00	6,184,454.42	6,184,454.42	4,493,316.62	3,228,018.07	2,543,976.12	2,018,615.68
1000 Inter-Fund Transfers									
1001 Real Estate Tax	154,755.98	130,338.18	130,338.18	578,583.70	721,559.96	829,793.95	1,192,828.80	1,431,394.56	2,061,208.17
1002 Personal Property Tax	-	-	-	-	-	-	-	-	-
1003 Back Year Taxes All Types	1,576.43	1,000.00	2,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
1004 Homestead Exemption	2,782.36	-	3,200.00	-	-	-	-	-	-
1005 Motor Vehicle Tax	-	-	-	-	-	-	-	-	-
1007 Sales Tax	837,747.67	875,000.00	875,000.00	811,051.00	811,051.00	926,588.00	1,019,135.00	1,111,810.00	1,314,268.00
2006 Motor Vehicle ProRate	627.21	100.00	400.00	100.00	100.00	100.00	100.00	100.00	100.00
2007 In Lieu of Tax	3,186.27	-	3,500.00	-	-	-	-	-	-
2012 Transfer from SIDs	2,197,556.56								
8001 Other Revenue			55,051.24						
8010 Interest Income	236,570.37	100,000.00	200,000.00	175,000.00	175,000.00	100,000.00	100,000.00	100,000.00	50,000.00
8012 Special Assessments-Interest	43,335.99	50,000.00	45,000.00	45,000.00	45,000.00	50,000.00	50,000.00	50,000.00	50,000.00
8060 Refinancing Bonds									
8060 Bond Proceeds	9,917,121.03	7,100,000.00	5,500,000.00	1,100,000.00	1,100,000.00	2,000,000.00	2,000,000.00	-	-
8061 Special Assessment-Principal	145,745.70	150,000.00	190,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
4010 Lottery Transfer Budgeted	668,633.75	978,796.25	978,796.25	967,561.25	967,561.25	969,426.25	969,440.00	967,663.75	969,025.00
<b>Total Income</b>	<b>14,209,639.32</b>	<b>9,385,234.43</b>	<b>7,983,285.67</b>	<b>3,828,295.95</b>	<b>3,971,272.21</b>	<b>5,026,908.20</b>	<b>5,482,503.80</b>	<b>3,811,968.31</b>	<b>4,595,601.17</b>
<b>Total Available</b>	<b>18,996,576.32</b>	<b>15,937,624.73</b>	<b>14,535,925.67</b>	<b>10,012,750.36</b>	<b>10,155,726.62</b>	<b>9,520,224.82</b>	<b>8,710,521.87</b>	<b>6,355,944.43</b>	<b>6,614,216.85</b>
<b>Exp and Requirements</b>	<b>12,444,186.02</b>	<b>14,710,309.83</b>	<b>8,351,471.25</b>	<b>4,998,892.00</b>	<b>5,662,410.00</b>	<b>6,292,206.75</b>	<b>6,166,545.75</b>	<b>4,337,328.75</b>	<b>4,343,747.00</b>
<b>Balance Forward</b>	<b>6,552,390.30</b>	<b>1,227,314.90</b>	<b>6,184,454.42</b>	<b>5,013,858.36</b>	<b>4,493,316.62</b>	<b>3,228,018.07</b>	<b>2,543,976.12</b>	<b>2,018,615.68</b>	<b>2,270,469.85</b>

**4-61-DEBT SERVICE**

200 Inter-Fund Transfers-CIP	6,689,420.20	5,134,236.08	556,470.00	924,527.00	924,527.00	594,000.00	319,000.00	354,000.00	366,000.00
OSP Transfer									
EDP Transfer									
General Fund				73,900.00	73,900.00	0.00	0.00	0.00	0.00
303 Professional Services									
501 Debt Service - Bond Principal	770,000.00	1,040,000.00	1,040,000.00	1,385,000.00	1,655,000.00	1,910,000.00	2,045,000.00	2,215,000.00	2,305,000.00
502 Debt Service - Bond Interest	883,382.50	1,277,073.75	1,120,001.25	1,375,465.00	1,690,426.00	1,698,206.75	1,712,545.75	1,678,328.75	1,592,747.00
503 Warrant/BAN Principal	3,899,581.02	6,949,000.00	5,300,000.00	1,100,000.00	1,100,000.00	1,900,000.00	1,900,000.00	-	-
504 Warrant/BAN Interest	69,087.70	200,000.00	200,000.00	50,000.00	50,000.00	100,000.00	100,000.00	-	-
510 County Treasurer Fees	4,339.93	10,000.00	10,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	5,000.00
511 Reserve/Bond Payment	3,492.13	-	-		78,557.00	-	-	-	-
514 Financial/Legal Fees	124,882.54	100,000.00	125,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
<b>TOTAL</b>	<b>12,444,186.02</b>	<b>14,710,309.83</b>	<b>8,351,471.25</b>	<b>4,998,892.00</b>	<b>5,662,410.00</b>	<b>6,292,206.75</b>	<b>6,166,545.75</b>	<b>4,337,328.75</b>	<b>4,343,747.00</b>
Valuation				723,229,621	901,949,944				
Tax Levy				0.08%	0.08%				

## Bond Debt Summary



**City of La Vista  
Bond Debt Schedule  
2007-08 Through 2027-28**

<u>Bond Issue</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
\$2,555,000 G.O. Various Purpose Bonds	243,851.25	245,890.00	247,346.25	243,337.50	243,855.00	243,712.50	252,577.50	245,561.25	267,215.00	-	-	-	-
\$4,070,000 Police Facility Bonds	313,447.50	312,188.75	315,342.50	312,975.00	315,110.00	316,275.00	311,656.25	311,681.25	316,112.50	314,950.00	313,000.00	315,125.00	311,625.00
\$1,610,000 Street Improvement Bonds	147,192.50	149,322.50	151,097.50	152,537.50	153,670.00	149,485.00	150,210.00	150,602.50	150,602.50	150,247.50	154,527.50	153,227.50	151,602.50
\$3,570,000 V P Refunding Bonds	335,705.00	304,755.00	298,412.50	306,112.50	302,797.50	303,795.00	309,070.00	205,700.00	208,812.50	201,550.00	194,112.50	186,500.00	173,825.00
\$1,860,000 Library Refunding Bonds	215,382.50	215,587.50	215,052.50	213,743.75	211,680.00	213,990.00	-	-	-	-	-	-	-
\$3,300,000 G.O. Various Purpose Bonds	127,117.50	302,117.50	302,567.50	297,437.50	301,767.50	300,592.50	298,962.50	296,862.50	299,277.50	301,000.00	296,887.50	297,342.50	297,142.50
\$2,000,000 Refunding Bonds	153,565.00	156,502.50	154,022.50	156,342.50	153,282.50	155,010.00	156,365.00	152,375.00	153,242.50	153,792.50	154,015.00	153,900.00	153,437.50
\$5,900,000 Fire Facility Bonds	438,731.25	441,650.00	439,045.00	440,945.00	442,235.00	438,000.00	438,281.25	437,958.75	437,020.00	440,402.50	438,095.00	440,083.75	436,357.50
\$4,000,000 Refunding Bonds	304,380.00	304,575.00	304,417.50	308,832.50	307,807.50	306,427.50	304,723.75	307,581.25	304,992.50	306,990.00	303,567.50	304,716.25	305,317.50
	<u>2,279,372.50</u>	<u>2,432,588.75</u>	<u>2,427,303.75</u>	<u>2,432,263.75</u>	<u>2,432,205.00</u>	<u>2,427,287.50</u>	<u>2,221,846.25</u>	<u>2,108,322.50</u>	<u>2,137,275.00</u>	<u>1,868,932.50</u>	<u>1,854,205.00</u>	<u>1,850,895.00</u>	<u>1,829,307.50</u>

**City of La Vista**  
**Bond Debt Schedule**  
**2007-08 Through 2027-28**

<u>Bond Issue</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total</u>
\$2,555,000 G.O. Various Purpose Bonds	-	-	-	-	-	-	-	-	2,233,346.25
\$4,070,000 Police Facility Bonds	312,500.00	312,625.00	-	-	-	-	-	-	4,704,613.75
\$1,610,000 Street Improvement Bonds	149,647.50	142,357.50	-	-	-	-	-	-	2,256,330.00
\$3,570,000 V P Refunding Bonds	-	-	-	-	-	-	-	-	3,331,147.50
\$1,860,000 Library Refunding Bonds	-	-	-	-	-	-	-	-	1,285,436.25
\$3,300,000 G.O. Various Purpose Bonds	296,267.50	294,697.50	297,682.50	-	-	-	-	-	4,607,722.50
\$2,000,000 Refunding Bonds	152,617.50	156,430.00	154,680.00	152,540.00	-	-	-	-	2,622,120.00
\$5,900,000 Fire Facility Bonds	436,902.50	436,590.00	435,405.00	438,212.50	434,900.00	435,646.25	435,412.50	-	8,761,873.75
\$4,000,000 Refunding Bonds	305,361.25	304,778.75	303,557.50	301,680.00	304,080.00	300,880.00	302,080.00	-	6,096,746.25
	<u>1,653,296.25</u>	<u>1,647,478.75</u>	<u>1,191,325.00</u>	<u>892,432.50</u>	<u>738,980.00</u>	<u>736,526.25</u>	<u>737,492.50</u>	<u>-</u>	<u>35,899,336.25</u>

**City of La Vista**  
**\$2,555,000 G.O. Various Purpose Bonds**  
**Dated January 15, 2001**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
1/15/2008	155,000.00	4.950000	46,343.75	201,343.75	
7/15/2008			42,507.50	42,507.50	243,851.25
1/15/2009	165,000.00	5.000000	42,507.50	207,507.50	
7/15/2009			38,382.50	38,382.50	245,890.00
1/15/2010	175,000.00	5.050000	38,382.50	213,382.50	
7/15/2010			33,963.75	33,963.75	247,346.25
1/15/2011	180,000.00	5.100000	33,963.75	213,963.75	
7/15/2011			29,373.75	29,373.75	243,337.50
1/15/2012	190,000.00	5.150000	29,373.75	219,373.75	
7/15/2012			24,481.25	24,481.25	243,855.00
1/15/2013	200,000.00	5.250000	24,481.25	224,481.25	
7/15/2013			19,231.25	19,231.25	243,712.50
1/15/2014	220,000.00	5.350000	19,231.25	239,231.25	
7/15/2014			13,346.25	13,346.25	252,577.50
1/15/2015	225,000.00	5.450000	13,346.25	238,346.25	
7/15/2015			7,215.00	7,215.00	245,561.25
1/15/2016	260,000.00	5.550000	7,215.00	267,215.00	
7/15/2016					267,215.00
	1,770,000.00		463,346.25	2,233,346.25	

**City of La Vista**  
**\$4,070,000 Police Facility Bonds**  
**Dated March 26, 2002**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
3/15/2008	160,000.00	3.750000	78,223.75	238,223.75	
9/15/2008			75,223.75	75,223.75	313,447.50
3/15/2009	165,000.00	3.950000	75,223.75	240,223.75	
9/15/2009			71,965.00	71,965.00	312,188.75
3/15/2010	175,000.00	4.100000	71,965.00	246,965.00	
9/15/2010			68,377.50	68,377.50	315,342.50
3/15/2011	180,000.00	4.200000	68,377.50	248,377.50	
9/15/2011			64,597.50	64,597.50	312,975.00
3/15/2012	190,000.00	4.300000	64,597.50	254,597.50	
9/15/2012			60,512.50	60,512.50	315,110.00
3/15/2013	200,000.00	4.750000	60,512.50	260,512.50	
9/15/2013			55,762.50	55,762.50	316,275.00
3/15/2014	205,000.00	4.750000	55,762.50	260,762.50	
9/15/2014			50,893.75	50,893.75	311,656.25
3/15/2015	215,000.00	4.750000	50,893.75	265,893.75	
9/15/2015			45,787.50	45,787.50	311,681.25
3/15/2016	230,000.00	4.750000	45,787.50	275,787.50	
9/15/2016			40,325.00	40,325.00	316,112.50
3/15/2017	240,000.00	4.750000	40,325.00	280,325.00	
9/15/2017			34,625.00	34,625.00	314,950.00
3/15/2018	250,000.00	5.000000	34,625.00	284,625.00	
9/15/2018			28,375.00	28,375.00	313,000.00
3/15/2019	265,000.00	5.000000	28,375.00	293,375.00	
9/15/2019			21,750.00	21,750.00	315,125.00
3/15/2020	275,000.00	5.000000	21,750.00	296,750.00	
9/15/2020			14,875.00	14,875.00	311,625.00
3/15/2021	290,000.00	5.000000	14,875.00	304,875.00	
9/15/2021			7,625.00	7,625.00	312,500.00
3/15/2022	305,000.00	5.000000	7,625.00	312,625.00	312,625.00
	3,345,000.00		1,359,613.75	4,704,613.75	

**City of La Vista**  
**\$1,610,000 Street Improvement Bonds**  
**Dated June 15, 2002**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/15/2007			38,596.25	38,596.25	
6/15/2008	70,000.00	4.100000	38,596.25	108,596.25	147,192.50
12/15/2008			37,161.25	37,161.25	
6/15/2009	75,000.00	4.300000	37,161.25	112,161.25	149,322.50
12/15/2009			35,548.75	35,548.75	
6/15/2010	80,000.00	4.450000	35,548.75	115,548.75	151,097.50
12/15/2010			33,768.75	33,768.75	
6/15/2011	85,000.00	4.550000	33,768.75	118,768.75	152,537.50
12/15/2011			31,835.00	31,835.00	
6/15/2012	90,000.00	4.650000	31,835.00	121,835.00	153,670.00
12/15/2012			29,742.50	29,742.50	
6/15/2013	90,000.00	4.750000	29,742.50	119,742.50	149,485.00
12/15/2013			27,605.00	27,605.00	
6/15/2014	95,000.00	4.850000	27,605.00	122,605.00	150,210.00
12/15/2014			25,301.25	25,301.25	
6/15/2015	100,000.00	5.000000	25,301.25	125,301.25	150,602.50
12/15/2015			22,801.25	22,801.25	
6/15/2016	105,000.00	5.100000	22,801.25	127,801.25	150,602.50
12/15/2016			20,123.75	20,123.75	
6/15/2017	110,000.00	5.200000	20,123.75	130,123.75	150,247.50
12/15/2017			17,263.75	17,263.75	
6/15/2018	120,000.00	5.250000	17,263.75	137,263.75	154,527.50
12/15/2018			14,113.75	14,113.75	
6/15/2019	125,000.00	5.300000	14,113.75	139,113.75	153,227.50
12/15/2019			10,801.25	10,801.25	
6/15/2020	130,000.00	5.350000	10,801.25	140,801.25	151,602.50
12/15/2020			7,323.75	7,323.75	
6/15/2021	135,000.00	5.400000	7,323.75	142,323.75	149,647.50
12/15/2021			3,678.75	3,678.75	
6/15/2022	135,000.00	5.450000	3,678.75	138,678.75	142,357.50
	1,545,000.00		711,330.00	2,256,330.00	

**City of La Vista**  
**\$3,570,000 V P Refunding Bonds**  
**Dated May 15, 2003**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/15/2007	240,000.00	2.450000	49,322.50	289,322.50	
5/15/2008			46,382.50	46,382.50	335,705.00
11/15/2008	215,000.00	2.800000	46,382.50	261,382.50	
5/15/2009			43,372.50	43,372.50	304,755.00
11/15/2009	215,000.00	3.100000	43,372.50	258,372.50	
5/15/2010			40,040.00	40,040.00	298,412.50
11/15/2010	230,000.00	3.450000	40,040.00	270,040.00	
5/15/2011			36,072.50	36,072.50	306,112.50
11/15/2011	235,000.00	3.700000	36,072.50	271,072.50	
5/15/2012			31,725.00	31,725.00	302,797.50
11/15/2012	245,000.00	3.800000	31,725.00	276,725.00	
5/15/2013			27,070.00	27,070.00	303,795.00
11/15/2013	260,000.00	3.900000	27,070.00	287,070.00	
5/15/2014			22,000.00	22,000.00	309,070.00
11/15/2014	165,000.00	4.000000	22,000.00	187,000.00	
5/15/2015			18,700.00	18,700.00	205,700.00
11/15/2015	175,000.00	4.100000	18,700.00	193,700.00	
5/15/2016			15,112.50	15,112.50	208,812.50
11/15/2016	175,000.00	4.200000	15,112.50	190,112.50	
5/15/2017			11,437.50	11,437.50	201,550.00
11/15/2017	175,000.00	4.300000	11,437.50	186,437.50	
5/15/2018			7,675.00	7,675.00	194,112.50
11/15/2018	175,000.00	4.400000	7,675.00	182,675.00	
5/15/2019			3,825.00	3,825.00	186,500.00
11/15/2019	170,000.00	4.500000	3,825.00	173,825.00	173,825.00
	2,675,000.00		656,147.50	3,331,147.50	



**City of La Vista**  
**\$1,860,000 Library Refunding Bonds**  
**Dated June 15, 2003**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/15/2007	180,000.00	2.450000	18,793.75	198,793.75	
6/15/2008			16,588.75	16,588.75	215,382.50
12/15/2008	185,000.00	2.800000	16,588.75	201,588.75	
6/15/2009			13,998.75	13,998.75	215,587.50
12/15/2009	190,000.00	3.100000	13,998.75	203,998.75	
6/15/2010			11,053.75	11,053.75	215,052.50
12/15/2010	195,000.00	3.450000	11,053.75	206,053.75	
6/15/2011			7,690.00	7,690.00	213,743.75
12/15/2011	200,000.00	3.700000	7,690.00	207,690.00	
6/15/2012			3,990.00	3,990.00	211,680.00
12/15/2012	210,000.00	3.800000	3,990.00	213,990.00	213,990.00
	1,160,000.00		125,436.25	1,285,436.25	

**City of La Vista**  
**\$3,300,000 G.O. Various Purpose Bonds**  
**Dated July 15, 2003**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
1/15/2008			63,558.75	63,558.75	
7/15/2008			63,558.75	63,558.75	127,117.50
1/15/2009			63,558.75	63,558.75	
7/15/2009	175,000.00	2.600000	63,558.75	238,558.75	302,117.50
1/15/2010			61,283.75	61,283.75	
7/15/2010	180,000.00	2.850000	61,283.75	241,283.75	302,567.50
1/15/2011			58,718.75	58,718.75	
7/15/2011	180,000.00	3.150000	58,718.75	238,718.75	297,437.50
1/15/2012			55,883.75	55,883.75	
7/15/2012	190,000.00	3.250000	55,883.75	245,883.75	301,767.50
1/15/2013			52,796.25	52,796.25	
7/15/2013	195,000.00	3.400000	52,796.25	247,796.25	300,592.50
1/15/2014			49,481.25	49,481.25	
7/15/2014	200,000.00	3.550000	49,481.25	249,481.25	298,962.50
1/15/2015			45,931.25	45,931.25	
7/15/2015	205,000.00	3.700000	45,931.25	250,931.25	296,862.50
1/15/2016			42,138.75	42,138.75	
7/15/2016	215,000.00	3.850000	42,138.75	257,138.75	299,277.50
1/15/2017			38,000.00	38,000.00	
7/15/2017	225,000.00	4.050000	38,000.00	263,000.00	301,000.00
1/15/2018			33,443.75	33,443.75	
7/15/2018	230,000.00	4.150000	33,443.75	263,443.75	296,887.50
1/15/2019			28,671.25	28,671.25	
7/15/2019	240,000.00	4.250000	28,671.25	268,671.25	297,342.50
1/15/2020			23,571.25	23,571.25	
7/15/2020	250,000.00	4.350000	23,571.25	273,571.25	297,142.50
1/15/2021			18,133.75	18,133.75	
7/15/2021	260,000.00	4.450000	18,133.75	278,133.75	296,267.50
1/15/2022			12,348.75	12,348.75	
7/15/2022	270,000.00	4.450000	12,348.75	282,348.75	294,697.50
1/15/2023			6,341.25	6,341.25	
7/15/2023	285,000.00	4.450000	6,341.25	291,341.25	297,682.50
	3,300,000.00		1,307,722.50	4,607,722.50	

**City of La Vista**  
**\$2,000,000 Refunding Bonds**  
**Dated October 15, 2004**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/15/2007			39,282.50	39,282.50	
4/15/2008	75,000.00	2.750000	39,282.50	114,282.50	153,565.00
10/15/2008			38,251.25	38,251.25	
4/15/2009	80,000.00	3.100000	38,251.25	118,251.25	156,502.50
10/15/2009			37,011.25	37,011.25	
4/15/2010	80,000.00	3.350000	37,011.25	117,011.25	154,022.50
10/15/2010			35,671.25	35,671.25	
4/15/2011	85,000.00	3.600000	35,671.25	120,671.25	156,342.50
10/15/2011			34,141.25	34,141.25	
4/15/2012	85,000.00	3.850000	34,141.25	119,141.25	153,282.50
10/15/2012			32,505.00	32,505.00	
4/15/2013	90,000.00	4.050000	32,505.00	122,505.00	155,010.00
10/15/2013			30,682.50	30,682.50	
4/15/2014	95,000.00	4.200000	30,682.50	125,682.50	156,365.00
10/15/2014			28,687.50	28,687.50	
4/15/2015	95,000.00	4.350000	28,687.50	123,687.50	152,375.00
10/15/2015			26,621.25	26,621.25	
4/15/2016	100,000.00	4.450000	26,621.25	126,621.25	153,242.50
10/15/2016			24,396.25	24,396.25	
4/15/2017	105,000.00	4.550000	24,396.25	129,396.25	153,792.50
10/15/2017			22,007.50	22,007.50	
4/15/2018	110,000.00	4.650000	22,007.50	132,007.50	154,015.00
10/15/2018			19,450.00	19,450.00	
4/15/2019	115,000.00	4.750000	19,450.00	134,450.00	153,900.00
10/15/2019			16,718.75	16,718.75	
4/15/2020	120,000.00	4.850000	16,718.75	136,718.75	153,437.50
10/15/2020			13,808.75	13,808.75	
4/15/2021	125,000.00	4.950000	13,808.75	138,808.75	152,617.50
10/15/2021			10,715.00	10,715.00	
4/15/2022	135,000.00	5.000000	10,715.00	145,715.00	156,430.00
10/15/2022			7,340.00	7,340.00	
4/15/2023	140,000.00	5.100000	7,340.00	147,340.00	154,680.00
10/15/2023			3,770.00	3,770.00	
4/15/2024	145,000.00	5.200000	3,770.00	148,770.00	152,540.00
	1,780,000.00		842,120.00	2,622,120.00	2,622,120.00

**City of La Vista**  
**\$5,900,000 Fire Facility Bonds**  
**Dated December 15, 2005**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/15/2007	185,000.00	3.650000	128,553.75	313,553.75	
6/15/2008			125,177.50	125,177.50	438,731.25
12/15/2008	195,000.00	3.800000	125,177.50	320,177.50	
6/15/2009			121,472.50	121,472.50	441,650.00
12/15/2009	200,000.00	3.900000	121,472.50	321,472.50	
6/15/2010			117,572.50	117,572.50	439,045.00
12/15/2010	210,000.00	4.000000	117,572.50	327,572.50	
6/15/2011			113,372.50	113,372.50	440,945.00
12/15/2011	220,000.00	4.100000	113,372.50	333,372.50	
6/15/2012			108,862.50	108,862.50	442,235.00
12/15/2012	225,000.00	4.200000	108,862.50	333,862.50	
6/15/2013			104,137.50	104,137.50	438,000.00
12/15/2013	235,000.00	4.250000	104,137.50	339,137.50	
6/15/2014			99,143.75	99,143.75	438,281.25
12/15/2014	245,000.00	4.350000	99,143.75	344,143.75	
6/15/2015			93,815.00	93,815.00	437,958.75
12/15/2015	255,000.00	4.400000	93,815.00	348,815.00	
6/15/2016			88,205.00	88,205.00	437,020.00
12/15/2016	270,000.00	4.450000	88,205.00	358,205.00	
6/15/2017			82,197.50	82,197.50	440,402.50
12/15/2017	280,000.00	4.500000	82,197.50	362,197.50	
6/15/2018			75,897.50	75,897.50	438,095.00
12/15/2018	295,000.00	4.550000	75,897.50	370,897.50	
6/15/2019			69,186.25	69,186.25	440,083.75
12/15/2019	305,000.00	4.600000	69,186.25	374,186.25	
6/15/2020			62,171.25	62,171.25	436,357.50
12/15/2020	320,000.00	4.650000	62,171.25	382,171.25	
6/15/2021			54,731.25	54,731.25	436,902.50
12/15/2021	335,000.00	4.700000	54,731.25	389,731.25	
6/15/2022			46,858.75	46,858.75	436,590.00
12/15/2022	350,000.00	4.750000	46,858.75	396,858.75	
6/15/2023			38,546.25	38,546.25	435,405.00
12/15/2023	370,000.00	4.800000	38,546.25	408,546.25	
6/15/2024			29,666.25	29,666.25	438,212.50
12/15/2024	385,000.00	4.900000	29,666.25	414,666.25	
6/15/2025			20,233.75	20,233.75	434,900.00
12/15/2025	405,000.00	4.850000	20,233.75	425,233.75	
6/15/2026			10,412.50	10,412.50	435,646.25
12/15/2026	425,000.00	4.900000	10,412.50	435,412.50	435,412.50
	5,710,000.00		3,051,873.75	8,761,873.75	8,761,873.75

**City of La Vista**  
**\$4,000,000 Refunding Bonds**  
**Dated December 15, 2005**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/15/2007	130,000.00	3.550000	88,343.75	218,343.75	
6/15/2008			86,036.25	86,036.25	304,380.00
12/15/2008	135,000.00	3.700000	86,036.25	221,036.25	
6/15/2009			83,538.75	83,538.75	304,575.00
12/15/2009	140,000.00	3.800000	83,538.75	223,538.75	
6/15/2010			80,878.75	80,878.75	304,417.50
12/15/2010	150,000.00	3.900000	80,878.75	230,878.75	
6/15/2011			77,953.75	77,953.75	308,832.50
12/15/2011	155,000.00	4.000000	77,953.75	232,953.75	
6/15/2012			74,853.75	74,853.75	307,807.50
12/15/2012	160,000.00	4.100000	74,853.75	234,853.75	
6/15/2013			71,573.75	71,573.75	306,427.50
12/15/2013	165,000.00	4.150000	71,573.75	236,573.75	
6/15/2014			68,150.00	68,150.00	304,723.75
12/15/2014	175,000.00	4.250000	68,150.00	243,150.00	
6/15/2015			64,431.25	64,431.25	307,581.25
12/15/2015	180,000.00	4.300000	64,431.25	244,431.25	
6/15/2016			60,561.25	60,561.25	304,992.50
12/15/2016	190,000.00	4.350000	60,561.25	250,561.25	
6/15/2017			56,428.75	56,428.75	306,990.00
12/15/2017	195,000.00	4.400000	56,428.75	251,428.75	
6/15/2018			52,138.75	52,138.75	303,567.50
12/15/2018	205,000.00	4.450000	52,138.75	257,138.75	
6/15/2019			47,577.50	47,577.50	304,716.25
12/15/2019	215,000.00	4.500000	47,577.50	262,577.50	
6/15/2020			42,740.00	42,740.00	305,317.50
12/15/2020	225,000.00	4.550000	42,740.00	267,740.00	
6/15/2021			37,621.25	37,621.25	305,361.25
12/15/2021	235,000.00	4.650000	37,621.25	272,621.25	
6/15/2022			32,157.50	32,157.50	304,778.75
12/15/2022	245,000.00	4.700000	32,157.50	277,157.50	
6/15/2023			26,400.00	26,400.00	303,557.50
12/15/2023	255,000.00	4.800000	26,400.00	281,400.00	
6/15/2024			20,280.00	20,280.00	301,680.00
12/15/2024	270,000.00	4.800000	20,280.00	290,280.00	
6/15/2025			13,800.00	13,800.00	304,080.00
12/15/2025	280,000.00	4.800000	13,800.00	293,800.00	
6/15/2026			7,080.00	7,080.00	300,880.00
12/15/2026	295,000.00	4.800000	7,080.00	302,080.00	302,080.00
	4,000,000.00		2,096,746.25	6,096,746.25	6,096,746.25

Budget Code & Classification		FY05-06 Actual	FY06-07 Adopted	FY06-07 Year-End Estimate	
<b>CONSTRUCTION FUND</b>					
5-04-1007	Sales Tax	869,348.86	902,900.00	556,470.00	
5-04-2008	Grants	221,840.00	315,000.00	174,432.09	
5-04-4010	Lottery Transfer	177,772.80	292,690.00	126,800.00	
5-04-8001	Intergovernmental Transfers	39,651.45	250,000.00	600,000.00	
5-04-1000	General Fund Transfer	0.00	0.00	0.00	
5-04-8010	Interest Income	0.00	0.00	0.00	
5-04-8059	Bond Ant. Notes (Warrants)	5,147,705.14	949,000.00	1,351,390.94	
5-04-8060	Bond Proceeds	2,354,173.40	9,635,000.00	2,535,000.00	
<b>Total Revenues</b>		<b>8,810,491.65</b>	<b>12,344,590.00</b>	<b>5,344,093.03</b>	
<b>Total Expenditures</b>		<b>8,807,576.95</b>	<b>12,344,590.00</b>	<b>5,322,169.94</b>	
05-71-0652	Residential Street Resurfacing Projects			40,000.00	
05-71-0662	114th Street			3,000.00	
05-71-0664	Giles Road			27,000.00	
05-71-0667	132nd & West Giles Road			12,000.00	
05-71-0661	Street Maintenance			73,900.00	
05-71-0630	Sidewalk District			570.00	
05-71-0665	84th Street			650,000.00	
	SALES TAX				556,470.00
	INTERGOVERNMENTAL TRANSFERS				250,000.00
05-71-0645	Thompson Creek Project			174,432.09	
	GRANT				174,432.09
05-71-0632	Sports Complex Improvements			25,000.00	
05-71-0640	City Park			10,000.00	
05-71-0649.01	Swimming Pool Improvements			15,000.00	
05-71-0656	Keystone Trail Projects			5,000.00	
05-71-0649	City Hall Improvements			71,800.00	
	LOTTERY				126,800.00
05-71-0636	Cornhusker Road			13,390.94	
05-71-0637	96th Street			770,000.00	
05-71-0663	Harrison Street			118,000.00	
05-71-0658	Southport Subdivision			800,000.00	
	WARRANTS				1,351,390.94
	INTERGOVERNMENTAL TRANSFERS				350,000.00
05-71-0659	Fire Improvement and Acquisitions			2,535,000.00	
	BONDS				2,535,000.00

**Capital Improvement Program  
2008-2012  
Summary**

<b>Funding Sources</b>	<b>Project</b>	<b>2007/Prior</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
	<b>Funding</b>						
G.O. Bonds	1,483,500	780,000	1,000,000	0	11,990,500	0	713,000
Public Safety Bonds	0	0	0	0	0	0	0
Sales Tax	2,923,554	12,000	924,527	594,027	319,000	354,000	366,000
Lottery	2,668,700	5,000	405,000	76,000	107,200	105,500	20,000
NDOR	0	0	0	0	0	0	0
Tax Increment Financing	0	0	0	0	0	0	0
Grants	960,000	0	0	0	600,000	10,000	0
Private Contributions	0	0	0	0	0	0	0
General Fund	215,000	15,000	70,000	0	130,000	0	0
**Other Funding	1,888,054	0	0	1,000,000	0	0	0
<b>Total Estimated Funding</b>	<b>23,138,808</b>	<b>812,000</b>	<b>2,399,527</b>	<b>1,670,027</b>	<b>13,146,700</b>	<b>469,500</b>	<b>1,099,000</b>

<b>Expenditures</b>	<b>Project</b>	<b>2007/Prior</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
	<b>Costs</b>						
<b>Administration</b>							
City Hall Improvements							
Municipal Facilities Plan	60,000		60,000				
<b>Fire Department</b>							
Fire Station Hdqtr's Improvements							
<b>Building &amp; Grounds</b>							
Library Storage Shed	30,000	0	30,000	0	0	0	0
Asphalt Replacement CH	51,000	0	0	51,000	0	0	0
Roof Replacement CH	87,200	0	0	0	87,200	0	0
<b>Golf Course</b>							
Clubhouse Improvements							
Complete Cart Paths	30,000	0	10,000	10,000	10,000	0	0
Install Pond Pump	5,000	0	5,000	0	0	0	0
Install Pond Aerators	18,000	0	0	0	0	0	0
Wash Bay Maint. Bldg.	6,000	0	0	0	0	0	0
Int. Ceiling Maint. Bldg.	6,000	0	0	0	0	0	0
Rebuild Waterfall	15,000	0	0	0	0	0	0
Addition to Maint. Bldg.	10,000	0	0	0	10,000	0	0
Rebuild #7 Green	20,500	0	0	0	0	20,500	0
<b>Park &amp; Recreation</b>							
Comm Center Improvements							
Central Park Splash Pool	177,000	0	0	0	0	0	0
Portal Playgrnd Sidewalk	8,000	0	8,000	0	0	0	0
Portal Greenway	30,000	0	15,000	15,000	0	0	0
Keystone Trail Link	700,000	5,000	345,000	0	0	0	0
Aquatics Facility	8,625,000	15,000	10,000	0	8,600,000	0	0
Sports Cmpx Land South	175,000	0	0	0	175,000	0	0
Sports Cmpx Land North	375,000	0	0	0	375,000	0	0
Sports Cmpx Maint Bldg	118,000	0	0	0	118,000	0	0
Vol Vista Park	130,000	0	0	0	130,000	0	0
City Park Playgrnd Equip	35,000	0	0	0	0	0	0
Jaycee Park Splash	266,000	0	0	0	0	0	0

Expenditures	Project		2007/Prior	2008	2009	2010	2011	2012
	Costs							
<b>Park &amp; Recreation Cont.</b>								
Sports Cmplx Parking	495,000	0	0	0	0	495,000	0	0
Sports Cmplx Lights	80,000	0	0	0	0	80,000	0	0
Sports Cmplx Sidewalk	53,000	0	0	0	0	53,000	0	0
Sports Cmplx Shelters	20,000	0	0	0	0	20,000	0	0
Sports Cmplx BB Lights	80,000	0	0	0	0	80,000	0	0
City Park Building	75,000	0	0	0	0	0	75,000	0
Trail Design Green Streets	20,000	0	0	0	0	0	20,000	0
Trail GC to Central Park	95,000	0	0	0	0	0	0	20,000
City Park Field Lights	359,000	0	0	0	0	0	0	359,000
City Park Parking Lot	354,000	0	0	0	0	0	0	354,000
Sports Cmplx FB Lights	0	0	0	0	0	0	0	0
<b>Public Works</b>								
PW Building Improvements								
Storage Bldg, Siding	45,000	0	0	0	0	0	0	0
New Metal Roof	90,000	0	0	0	0	0	0	0
Concrete Pad Addition	17,000	0	0	0	0	0	0	0
<b>Streets</b>								
Harrison Street	280,000	10,000	270,000	0	0	0	0	0
96th Street	1,500,000	770,000	730,000	0	0	0	0	0
132nd & West Giles	1,788,108	12,000	444,027	444,027	0	0	0	0
Josephine Street	100,500	0	100,500	0	0	0	0	0
74th Street	106,500	0	106,500	0	0	0	0	0
89th & Granville Pkwy	100,500	0	100,500	0	0	0	0	0
Quiet Zone	100,000	0	100,000	0	0	0	0	0
Heather Avenue	40,000	0	40,000	0	0	0	0	0
Giles Road Bridge Deck	25,000	0	25,000	0	0	0	0	0
Giles Road Slabs	150,000	0	0	150,000	0	0	0	0
Giles Road Retrofit	1,000,000	0	0	1,000,000	0	0	0	0
66th Street	1,000,000	0	0	0	1,000,000	0	0	0
Lillian Avenue	118,000	0	0	0	118,000	0	0	0
Lillian Ave/James Ave	94,500	0	0	0	94,500	0	0	0
Park View Blvd 88 & 89	106,500	0	0	0	106,500	0	0	0
La Vista Drive	561,000	0	0	0	561,000	0	0	0
69th Street	561,000	0	0	0	561,000	0	0	0
Josephine Street 2	236,000	0	0	0	236,000	0	0	0
Plaza Blvd. Etc.	106,500	0	0	0	106,500	0	0	0
87th & Granville Pkwy	130,000	0	0	0	130,000	0	0	0
Gertrude Street	94,500	0	0	0	0	94,500	0	0
71st Street	141,500	0	0	0	0	141,500	0	0
Florence Street	118,000	0	0	0	0	118,000	0	0
70th Street	189,000	0	0	0	0	0	189,000	0
71st Avenue	177,000	0	0	0	0	0	0	177,000
Emiline Street	118,000	0	0	0	0	0	0	0
Edna Street	118,000	0	0	0	0	0	0	0
Gertrude Street 2	118,000	0	0	0	0	0	0	0
<b>Thompson Creek</b>								
Phase VI Housing Buyout	1,200,000	0	0	0	0	0	0	0
<b>Total</b>	<b>23,138,808</b>	<b>812,000</b>	<b>2,398,527</b>	<b>1,670,027</b>	<b>13,146,700</b>	<b>469,500</b>	<b>1,099,000</b>	

Potential Projects to be Identified in Further Detail Following the Municipal Facilities Plan

Multi-year Projects - Identifies the Location of the Project Detail Sheet



**Capital Improvement Program  
2008-2012  
Year 2008 Evaluation**

Expenditures	Project Costs	2007/Prior	2008	Funding Sources				Priority Ranking	Recommend	Funded
				GO Bonds	Sales Tax	Lottery	Gen Fund			
Harrison Street	280,000	10,000	270,000	270,000	0	0	0	1	√	
Aquatics Facility	8,625,000	15,000	10,000	0	0	0	10,000	2	√	
132nd & West Giles	1,788,108	12,000	444,027	0	444,027	0	0	3	√	Moved 1/2 to 2009
66th Street	1,000,000	0	0	0	0	0	0	5		Moved to 2010
Asphalt Replacement CH	51,000	0	0	0	0	0	0	6		Moved to 2009 (MFP)
City Park Parking Lot	354,000	0	0	0	0	0	0	7		Moved to 2012
Complete Cart Paths	30,000	0	10,000	0	0	10,000	0	8	√	Moved 1/3 to '09 & '10
Library Storage Shed	30,000	0	30,000	0	0	30,000	0	9	√	
89th & Granville Pkwy	100,500	0	100,500	0	100,500	0	0	10	√	
Heather Avenue	40,000	0	40,000	0	40,000	0	0	11	√	
74th Street	106,500	0	106,500	0	106,500	0	0	12	√	
Josephine Street	100,500	0	100,500	0	100,500	0	0	13	√	
New Metal Roof	90,000	0	0	0	0	0	0	14		Held for MFP
Portal Greenway	30,000	0	15,000	0	0	15,000	0	15	√	Split over 2 years
Install Pond Pump	5,000	0	5,000	0	0	5,000	0	16	√	
Sports Cmplx Land South	175,000	0	0	0	0	0	0	17		Moved to 2010
Sports Cmplx Land North	375,000	0	0	0	0	0	0	18		Moved to 2010
Central Park Splash Pool	177,000	0	0	0	0	0	0	19		Moved to 2013+
Portal Playgrnd Sidewalk	8,000	0	8,000	0	8,000	0	0	20	√	
Install Pond Aerators	18,000	0	0	0	0	0	0	21		Moved to 2013+
Storage Bldg. Siding	45,000	0	0	0	0	0	0	22		Held for MFP
Sports Cmplx Maint Bldg	118,000	0	0	0	0	0	0	23		Moved to 2010
Keystone Trail Link	700,000	5,000	345,000	0	0	345,000	0	FY 2007	√	NDOR Grant
Giles Road Bridge Deck	25,000	0	25,000	0	25,000	0	0	FY 2007	√	
Quiet Zone	100,000	0	100,000	0	100,000	0	0		√	Waiting for BNSF
96th Street	1,500,000	770,000	730,000	730,000	0	0	0	FY 2007	√	
Municipal Facilities Plan	60,000		60,000	0	0	0	60,000	FY 2007	√	
<b>Total</b>	<b>15,931,608</b>	<b>812,000</b>	<b>2,399,527</b>	<b>1,000,000</b>	<b>924,527</b>	<b>405,000</b>	<b>70,000</b>			

**Capital Improvement Program  
2008-2012  
Year 2009 Evaluation**

Expenditures	Project Costs	2007/Prior	2009	Funding Sources			Priority Ranking	Recommend	Funded
				Sales Tax	Lottery	Other			
Phase VI Housing Buyout	1,200,000		0	0	0	0	1		Moved to 2013+
City Park Playgrnd Equip	35,000		0	0	0	0	2		Moved to 2013+
Giles Road Slabs	150,000		150,000	150,000	0	0	3		
Giles Road Retrofit	1,000,000		1,000,000	0	0	1,000,000	4		
Sports Cmplx Parking	495,000		0	0	0	0	5		Moved to 2010 (BI)
Sports Cmplx Sidewalk	53,000		0	0	0	0	6		Moved to 2010 (BI)
Sports Cmplx Lights	80,000		0	0	0	0	7		Moved to 2010 (BI)
Lillian Ave/James Ave	94,500		0	0	0	0	8		Moved to 2010
Lillian Avenue	118,000		0	0	0	0	9		Moved to 2010
Park View Blvd 88 & 89	106,500		0	0	0	0	10		Moved to 2010
Trail GC to Central Park	95,000		0	0	0	0	11		Moved to 2012 & 2013+
City Park Field Lights	359,000		0	0	0	0	12		Moved to 2012
Jaycee Splash Park	266,000		0	0	0	0	13		Moved to 2013+
Wash Bay Maint. Bldg.	6,000		0	0	0	0	14		Moved to 2013+
Int. Ceiling Maint. Bldg.	6,000		0	0	0	0	15		Moved to 2013+
Concrete Pad Addition	17,000		0	0	0	0	16		Held for MFP
Portal Greenway	30,000		15,000	0	15,000	0	Ranked in 2008		
Aquatics Facility	8,625,000	15,000	0	0	0	0	#2 in 2008		Moved to 2010 (BI)
Complete Cart Paths	30,000	10,000	10,000	0	10,000	0	#8 in 2008		Split over 3 yrs
132nd & West Giles	1,788,108	456,027	444,027	444,027	0	0	#3 in 2008		
Asphalt Replacement CH	51,000	0	51,000	0	51,000	0	#6 in 2008		
<b>Total</b>	<b>14,605,108</b>	<b>481,027</b>	<b>1,670,027</b>	<b>594,027</b>	<b>76,000</b>	<b>1,000,000</b>			

**Capital Improvement Program  
2008-2012  
Year 2010 Evaluation**

Expenditures	Project Costs	2007/Prior	2010	Funding Sources					Priority Ranking	Recommend	Funded
				GO Bonds	Sales Tax	Lottery	Grants	Gen Fund			
La Vista Drive	561,000		561,000	261,000	0	0	300,000	0	1		
69th Street	561,000		561,000	261,000	0	0	300,000	0	2		
Josephine Street 2	236,000		236,000	236,000	0	0	0	0	3		
87th & Granville Pkwy	130,000		130,000	130,000	0	0	0	0	4		
Plaza Blvd. Etc.	106,500		106,500	106,500	0	0	0	0	5		
Sports Cmplx BB Lights	80,000		80,000	80,000	0	0	0	0	6		
Roof Replacement CH	87,200		87,200	0	0	87,200	0	0	7		
City Park Building	75,000		0	0	0	0	0	0	8		Moved to 2011
Addition to Maint. Bldg.	10,000		10,000	0	0	10,000	0	0	9		
Sports Cmplx Shelters	20,000		20,000	20,000	0	0	0	0	10		
Rebuild Waterfall	15,000		0	0	0	0	0	0	11		Moved to 2013+
Lillian Ave/James Ave	94,500		94,500	0	94,500	0	0	0	#8 in 2009		
Lillian Avenue	118,000		118,000	0	118,000	0	0	0	#9 in 2009		
Park View Blvd 88 & 89	106,500		106,500	0	106,500	0	0	0	#10 in 2009		
66th Street	1,000,000	0	1,000,000	1,000,000	0	0	0	0	#5 in 2008		
Complete Cart Paths	30,000	20,000	10,000	0	0	10,000	0	0	#8 in 2008		Split over 3 yrs
Sports Cmplx Land South	175,000		175,000	175,000	0	0	0	0	#17 in 2008		Potential BI
Sports Cmplx Land North	375,000		375,000	375,000	0	0	0	0	#18 in 2008		Potential BI
Sports Cmplx Maint Bldg	118,000		118,000	118,000	0	0	0	0	#23 in 2008		Potential BI
Aquatics Facility	8,625,000	25,000	8,600,000	8,600,000	0	0	0	0	#2 in 2008		
Val Vista Park	130,000		130,000	0	0	0	0	130,000			CC Request
Sports Cmplx Parking	495,000		495,000	495,000	0	0	0	0	#5 in 2009		Potential BI
Sports Cmplx Lights	80,000		80,000	80,000	0	0	0	0	#7 in 2009		Potential BI
Sports Cmplx Sidewalk	53,000		53,000	53,000	0	0	0	0	#6 in 2009		Potential BI
<b>Total</b>	<b>13,281,700</b>	<b>45,000</b>	<b>13,146,700</b>	<b>11,990,500</b>	<b>319,000</b>	<b>107,200</b>	<b>600,000</b>	<b>130,000</b>			

**Capital Improvement Program  
2008-2012  
Year 2011 Evaluation**

Expenditures	Project Costs	2007/Prior	2011	Funding Sources			Priority Ranking	Recommend	Funded
				Sales Tax	Lottery	Grants			
Florence Street	118,000		118,000	118,000	0	0	1		
70th Street	189,000		0	0	0	0	2		Moved to 2012
Gertrude Street	94,500		94,500	94,500	0	0	3		
71st Street	141,500		141,500	141,500	0	0	4		
71st Avenue	177,000		0	0	0	0	5		Moved to 2012
Trail Design Green Streets	20,000		20,000	0	10,000	10,000	6		
Sports Cmplx FB Lights	0		0	0	0	0	7		Deleted Indefinitely
Rebuild Green #7	20,500		20,500	0	20,500	0	8		
Trail GC to Central Park	95,000		0	0	0	0			Moved to 2012 & '13+
City Park Building	75,000		75,000	0	75,000	0	#8 in 2010		
<b>Total</b>	<b>930,500</b>	<b>0</b>	<b>469,500</b>	<b>354,000</b>	<b>105,500</b>	<b>10,000</b>			

**Capital Improvement Program  
2008-2012  
Year 2012 Evaluation**

Expenditures	Project Costs	2007/Prior	2012	Funding Sources			Priority Ranking	Recommend	Funded
				GO Bonds	Sales Tax	Lottery			
Emiline Street	118,000		0	0	0	0	1		Moved to 2013+
Edna Street	118,000		0	0	0	0	2		Moved to 2013+
Gertrude Street 2	118,000		0	0	0	0	3		Moved to 2013+
71st Avenue	177,000		177,000	0	177,000	0	#5 in 2011		
70th Street	189,000		189,000	0	189,000	0	#2 in 2011		
Trail GC to Central Park	95,000		20,000	0	0	20,000	#11 in 2009		
City Park Parking Lot	354,000		354,000	354,000	0	0	#7 in 2008		
City Park Field Lights	359,000		359,000	359,000	0	0	#12 in 2009		
<b>Total</b>	<b>1,528,000</b>	<b>0</b>	<b>1,099,000</b>	<b>713,000</b>	<b>366,000</b>	<b>20,000</b>			

**LOTTERY FUND**

Budget Code & Classification	FY05-06 Actual	FY06-07 Adopted	FY06-07 YE Estimate	FY07-08 Recommended	FY08-09 Projection	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection
8-04-REVENUES								
LOTTERY FUND ( 8 )								
8-01-0010 Total	3,446,041.00	3,616,007.25	3,446,041.00	3,175,414.75	2,526,553.50	2,038,627.25	1,504,487.25	948,823.50
1000 Inter-Fund Transfers								
8001 Miscellaneous								
8010 Interest Income	114,136.60	100,000.00	100,000.00	100,000.00	100,000.00	90,000.00	75,000.00	50,000.00
8011 Lottery Rev/Comm. Bettermt	1,194,224.01	900,000.00	1,000,000.00	900,000.00	720,000.00	720,000.00	720,000.00	720,000.00
8014 Taxes - Form 51	250,064.03	200,000.00	250,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Operator bonus reserve								
Total Income	1,558,424.64	1,200,000.00	1,350,000.00	1,200,000.00	1,020,000.00	1,010,000.00	995,000.00	970,000.00
Total Available	5,004,465.64	4,816,007.25	4,796,041.00	4,375,414.75	3,546,553.50	3,048,627.25	2,499,487.25	1,918,823.50
Expenditures	1,344,954.85	1,738,986.25	1,620,626.25	1,848,861.25	1,507,926.25	1,544,140.00	1,550,663.75	1,471,525.00
Balance Forward	3,659,510.79	3,077,021.00	3,175,414.75	2,526,553.50	2,038,627.25	1,504,487.25	948,823.50	447,298.50

8-81-LOTTERY EXPENDITURES  
LOTTERY FUND

## CONTRACTUAL SERVICES

200 Inter-Fund Transfers								
303 Professional Services-Other	26,978.13	12,470.00	15,000.00	15,000.00	20,000.00	20,000.00	20,000.00	20,000.00
308 Legal Advertising								
314 Other Contractual Services	2,600.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
320 Professional Services-Auditing	9,355.14	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
321 Professional Services-Legal	16,923.80	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
8-02-0990 Operator Bonus								
Total Contractual Services	55,857.07	39,970.00	42,500.00	42,500.00	47,500.00	47,500.00	47,500.00	47,500.00

## OTHER CHARGES

505 State Taxes	250,064.03	200,000.00	250,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
514 Financial/Lending/Bond Fees								
Total Other Charges	250,064.03	200,000.00	250,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00

## TRANSFERS

620 Transfer to General Fund		7,530.00	7,530.00	11,800.00				
621 Transfer to Debt Service	668,633.75	978,796.25	978,796.25	967,561.25	969,426.25	969,440.00	967,663.75	969,025.00
622 Transfer to Golf Fund	205,000.00	220,000.00	215,000.00	222,000.00	215,000.00	220,000.00	230,000.00	235,000.00
630 Transfer to EDF								
631 Transfer To CIP	165,400.00	292,690.00	126,800.00	405,000.00	76,000.00	107,200.00	105,500.00	20,000.00
Total Transfers	1,039,033.75	1,499,016.25	1,328,126.25	1,606,361.25	1,260,426.25	1,296,640.00	1,303,163.75	1,224,025.00

<b>Total Lottery Fund</b>	<b>1,344,954.85</b>	<b>1,738,986.25</b>	<b>1,620,626.25</b>	<b>1,848,861.25</b>	<b>1,507,926.25</b>	<b>1,544,140.00</b>	<b>1,550,663.75</b>	<b>1,471,525.00</b>
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GOLF FUND		FY05-06	FY06-07	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12
Budget Code & Classification		Actual	Adopted	YE Estimate	Recommended	Projection	Projection	Projection	Projection
9-04-GOLF REVENUES									
Cash									
Investment									
9-01-0010	Total	8,834.00	4,216.79	8,834.00	3,801.00	1,091.50	2,252.91	2,747.65	2,713.96
9-04-7100	Green Fees	114,828.98	115,000.00	115,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
9-04-7100	Carts	33,631.85	25,000.00	30,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
9-04-7100	Misc Play Sales**								
9-04-7400	Concession Sales	24,482.91	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
	Total Golf Proceeds	172,943.74	165,000.00	170,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00
4010	Lottery Transfer	205,000.00	220,000.00	215,000.00	222,000.00	215,000.00	220,000.00	230,000.00	235,000.00
5022	Fee Income	288.33	175.00	175.00	175.00	175.00	175.00	175.00	175.00
7300	Pro-Shop Merchandise	3,986.76	2,500.00	3,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
8001	Miscellaneous	1,495.83	100.00	100.00	100.00	100.00	100.00	100.00	100.00
8010	Interest Income	122.35	450.00	100.00	450.00	450.00	450.00	450.00	450.00
8062	Res. Rev Reclass w/Exp								
	Total Income	383,837.01	388,225.00	388,875.00	405,225.00	398,225.00	403,225.00	413,225.00	418,225.00
	Total Available	392,671.01	392,441.79	397,709.00	409,026.00	399,316.50	405,477.91	415,972.65	420,938.96
	Total Operating Expenditures	358,381.33	383,706.35	387,358.00	391,964.50	397,063.59	402,730.26	413,258.70	418,695.05
	Total Capital Expenditures	28,781.00	4,000.00	6,550.00	15,970.00	0.00	0.00	0.00	0.00
	Balance Forward	5,508.68	4,735.44	3,801.00	1,091.50	2,252.91	2,747.65	2,713.96	2,243.91
Golf Course Bonds					387,162.33				
					Principal & Interest				
				Dec-07	\$ 128,227.50				
				Dec-08	\$ 128,370.00				
				Dec-09	\$ 128,177.50				
				Dec-10	\$ 132,532.50				
				Dec-11	\$ 131,457.50				
				Dec-12	\$ 130,082.50				
				Dec-13	\$ 128,406.25				
					<u>\$ 907,253.75</u>				

GOLF FUND		FY05-06	FY06-07	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12
Budget Code & Classification		Actual	Adopted	YE Estimate	Recommended	Projection	Projection	Projection	Projection
9-04-GOLF REVENUES									
Cash									
Investment									
9-01-0010	Total	8,834.00	4,216.79	8,834.00	3,801.00	1,091.50	2,252.91	2,747.65	2,713.96
9-04-7100	Green Fees	114,828.98	115,000.00	115,000.00	120,000.00	120,000.00	120,000.00	120,000.00	120,000.00
9-04-7100	Carts	33,631.85	25,000.00	30,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
9-04-7100	Misc Play Sales**								
9-04-7400	Concession Sales	24,482.91	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Total Golf Proceeds		172,943.74	165,000.00	170,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00
4010	Lottery Transfer	205,000.00	220,000.00	215,000.00	222,000.00	215,000.00	220,000.00	230,000.00	235,000.00
5022	Fee Income	288.33	175.00	175.00	175.00	175.00	175.00	175.00	175.00
7300	Pro-Shop Merchandise	3,986.76	2,500.00	3,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
8001	Miscellaneous	1,495.83	100.00	100.00	100.00	100.00	100.00	100.00	100.00
8010	Interest Income	122.35	450.00	100.00	450.00	450.00	450.00	450.00	450.00
8062	Res. Rev Reclass w/Exp								
Total Income		383,837.01	388,225.00	388,875.00	405,225.00	398,225.00	403,225.00	413,225.00	418,225.00
Total Available		392,671.01	392,441.79	397,709.00	409,026.00	399,316.50	405,477.91	415,972.65	420,938.96
Total Operating Expenditures		358,381.33	383,706.35	387,358.00	391,964.50	397,063.59	402,730.26	413,258.70	418,695.05
Total Capital Expenditures		28,781.00	4,000.00	6,550.00	15,970.00	0.00	0.00	0.00	0.00
Balance Forward		5,508.68	4,735.44	3,801.00	1,091.50	2,252.91	2,747.65	2,713.96	2,243.91
Golf Course Bonds					387,162.33				
					Principal & Interest				
				Dec-07	\$ 128,227.50				
				Dec-08	\$ 128,370.00				
				Dec-09	\$ 128,177.50				
				Dec-10	\$ 132,532.50				
				Dec-11	\$ 131,457.50				
				Dec-12	\$ 130,082.50				
				Dec-13	\$ 128,406.25				
					\$ 907,253.75				



GOLF FUND		FY05-06	FY06-07	FY06-07	FY07-08
Budget Code & Classification		Actual	Adopted	YE Estimate	Recommended
CLUB HOUSE					
9-91-GOLF EXPENDITURES					
PERSONNEL SERVICES					
101	Salaries - Full-Time	23,431.69	27,497.70	27,498.00	28,330.00
102	Salaries - Part-Time	19,530.41	21,975.75	21,976.00	22,510.00
103	Overtime Salaries	0.00	21.94	22.00	0.00
104	FICA	3,153.75	3,784.75	3,785.00	3,889.00
105	Insurance Charges	5,978.43	9,565.92	9,566.00	10,908.00
106	Other Personnel Services				
107	Pension	1,405.93	1,649.86	1,650.00	1,700.00
109	Self Insurance Expense	0.00	0.00		0.00
Total Personnel Services		53,500.21	64,495.92	64,497.00	67,337.00
COMMODITIES					
200	Inter-Fund Transfers				
201	Office Supplies	55.01	50.00	50.00	150.00
204	Wearing Apparel			400.00	400.00
207	Janitorial Supply	0.00	0.00	180.00	180.00
211	Other Commodities				
Total Commodities		55.01	50.00	630.00	730.00
CONTRACTUAL SERVICES					
301	Postage	166.06	200.00	200.00	305.00
302	Telephone	1,118.57	1,200.00	1,460.00	1,980.00
303	Prof Services-Other	332.50	200.00	200.00	200.00
304	Utilities	9,622.65	9,500.00	9,500.00	9,500.00
305	Insurance and Bonds	5,000.00	5,500.00	5,500.00	5,500.00
306	Rentals	413.39	600.00	600.00	750.00
308	Advertising - Promo	1,116.96	1,800.00	1,446.00	1,800.00
308	Advert - Legal - Other	0.00	0.00	0.00	0.00
309	Printing	955.05	700.00	900.00	900.00
310	Dues & Subscriptions	36.95	3.00	3.00	3.00
312	Towel/Uniform Cleaning			30.00	30.00
313	Training	0.00	0.00		0.00
314	Other Contract Services	734.21	440.00	800.00	800.00
320	Prof Services-Audit	350.00	350.00	350.00	350.00
321	Prof Services-Legal	0.00	0.00		0.00
8100	Cart Lease-Misc	5,570.70	3,960.00	5,460.00	5,460.00
8300	Pro Shop Misc	1,956.71	3,500.00	3,500.00	3,500.00
8400	Concess Food - Other	11,491.96	10,000.00	9,000.00	10,000.00
Total Contractual		38,865.71	37,953.00	38,949.00	41,078.00

GOLF FUND		FY05-06	FY06-07	FY06-07	FY07-08
Budget Code & Classification		Actual	Adopted	YE Estimate	Recommended
MAINTENANCE					
401 Buildings and Grounds		1,676.15	2,676.00	2,100.00	2,676.00
409 Repair & Maintenance		0.00	0.00		0.00
410 Vehicle Maintenance		0.00	1,500.00		0.00
411 Radio		0.00	0.00		0.00
412 Other		0.00	0.00		0.00
Total Maintenance		1,676.15	4,176.00	2,100.00	2,676.00
OTHER CHARGES					
7470 Management Fee		0.00	0.00		0.00
7471 Mgmt Reimbursement		0.00	0.00		0.00
501 Bond/Principal Expense		80,000.00	85,000.00	85,000.00	90,000.00
502 Bond/Interest Expense		46,902.50	42,735.00	42,735.00	38,227.50
505 Other Charges		3,828.89	1,000.00	1,500.00	1,000.00
514 Financial/Lend/Bond Fees		0.00	0.00	1,000.00	1,000.00
Total Other Charges		130,731.39	128,735.00	130,235.00	130,227.50
CAPITAL OUTLAY					
618 Other Capital Outlay		0.00	0.00	2,550.00	3,970.00
621 Trnsf To Debt Serv-Int					
9998 Curr FY "Net" Gaap Recl					
Total Capital Outlay		0.00	0.00	2,550.00	3,970.00
Total Golf Club House		224,828.47	235,409.92	238,961.00	246,018.50

GOLF FUND		FY05-06	FY06-07	FY06-07	FY07-08
Budget Code & Classification		Actual	Adopted	YE Estimate	Recommended
GOLF MAINTENANCE					
9-92-GOLF EXPENDITURES					
PERSONNEL SERVICES					
101	Salaries - Full-Time	58,443.68	62,473.38	62,474.00	64,207.00
102	Salaries - Part-Time	14,946.92	25,141.00	21,000.00	22,000.00
103	Overtime Salaries	412.13	401.00	401.00	400.00
104	FICA	5,484.55	6,733.94	6,416.00	6,625.00
105	Insurance Charges	10,764.01	4,640.77	8,319.00	7,675.00
106	Other Personnel Services				
107	Pension	3,506.51	3,749.34	3,749.00	3,852.00
109	Self Insurance Expense	0.00	1.00		0.00
Total Personnel Services		93,557.80	103,140.43	102,359.00	104,759.00
COMMODITIES					
200	Inter-Fund Transfers				
201	Office Supplies	20.70	26.00	26.00	26.00
203	Food Supplies	11.44	41.00	33.00	41.00
205	Motor Veh Supplies-Fuel	3,924.19	4,501.00	4,501.00	4,500.00
207	Janitorial Supply	131.00	101.00	101.00	100.00
208	Chemical Supply	2,103.85	3,001.00	3,001.00	3,000.00
210	Botanical Supply	5,076.70	6,001.00	6,001.00	6,000.00
211	Other Commodities	0.00	0.00		0.00
Total Commodities		11,267.88	13,671.00	13,663.00	13,667.00
CONTRACTUAL SERVICES					
301	Postage	166.15	175.00	175.00	240.00
302	Telephone	497.35	500.00	609.00	609.00
303	Prof Services-Other	192.50	100.00		100.00
304	Utilities	2,305.26	2,600.00	3,200.00	2,600.00
305	Insurance and Bonds	5,000.00	5,500.00	5,500.00	5,500.00
308	Advertising				
309	Printing	829.28	700.00	700.00	762.00
310	Dues and Subscriptions	403.90	425.00	407.00	425.00
311	Travel Expense	0.00	1,035.00		1,035.00
313	Training	300.00	1,000.00	384.00	869.00
314	Other Contract Services	925.07	1,000.00	1,000.00	1,000.00
320	Prof Services-Audit	350.00	350.00	350.00	350.00
321	Prof Services-Legal	0.00	0.00		0.00
Total Contractual		10,969.51	13,385.00	12,325.00	13,490.00

GOLF FUND		FY05-06	FY06-07	FY06-07	FY07-08
Budget Code & Classification		Actual	Adopted	YE Estimate	Recommended
MAINTENANCE					
401	Buildings and Grounds	7,587.09	5,500.00	5,500.00	5,500.00
409	Repair & Maintenance	2,114.83	3,000.00	4,000.00	3,000.00
410	Vehicle Maintenance	4,851.98	5,500.00	9,100.00	5,500.00
411	Radio	0.00	100.00		0.00
412	Other	3,203.77	4,000.00	4,000.00	4,000.00
Total Maintenance		17,757.67	18,100.00	22,600.00	18,000.00
OTHER CHARGES					
505	Other Charges	0.00	0.00		0.00
Total Other Charges		0.00	0.00	0.00	0.00
CAPITAL OUTLAY					
618	Other Capital Outlay	28,781.00	4,000.00	4,000.00	12,000.00
Total Capital Outlay		28,781.00	4,000.00	4,000.00	12,000.00
Total Golf Maintenance		162,333.86	152,296.43	154,947.00	161,916.00

## Capital Outlay Requests

### Golf Fund

	Description	FY 07/08 Request	FY 07/08 CA Recommended	FY 07/08 Adopted	Notes
<b>09-91</b>	<b>Golf Operating</b>				
	Blinds for Clubhouse	1,600.00	1,600.00		
	Table and Chairs for Clubhouse	1,370.00	1,370.00		
	20 Pull Carts	1,000.00	1,000.00		
<b>09-92</b>	<b>Golf Maintenance</b>				
	1) Used Pick Up Truck	10,000.00	10,000.00		
	2) Replacement Wide Area Mower	45,000.00			
	3) Replacement Utility Rough Mower	28,000.00			
	Fairway Nets	2,000.00	2,000.00		
total	<b>Subtotal</b>	88,970.00	15,970.00	-	
	<b>Total Request</b>	88,970.00	15,970.00	-	less grant funds total general funds

**City of La Vista**  
**\$1,560,000 Golf Course Bonds**  
**Dated December 15, 1993**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
12/15/2007	90,000.00	5.200000	20,283.75	110,283.75	
6/15/2008			17,943.75	17,943.75	128,227.50
12/15/2008	95,000.00	5.300000	17,943.75	112,943.75	
6/15/2009			15,426.25	15,426.25	128,370.00
12/15/2009	100,000.00	5.350000	15,426.25	115,426.25	
6/15/2010			12,751.25	12,751.25	128,177.50
12/15/2010	110,000.00	5.400000	12,751.25	122,751.25	
6/15/2011			9,781.25	9,781.25	132,532.50
12/15/2011	115,000.00	5.400000	9,781.25	124,781.25	
6/15/2012			6,676.25	6,676.25	131,457.50
12/15/2012	120,000.00	5.450000	6,676.25	126,676.25	
6/15/2013			3,406.25	3,406.25	130,082.50
12/15/2013	125,000.00	5.450000	3,406.25	128,406.25	128,406.25
	755,000.00		152,253.75	907,253.75	907,253.75

**ECONOMIC DEVELOPMENT FUND (14)**

Budget Code & Classification	FY05-06 Actual	FY06-07 Adopted	FY06-07 YE Estimate	FY07-08 Recommended	FY08-09 Projection	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection
14-01-0010 Total Brought Forward	192,000.00	384,000.00	384,000.00	198,147.50	0.00	0.00	0.00	0.00
14-04-8001 Other Revenue								
1007 Sales Tax - General Fund	192,000.00	96,000.00	96,000.00	650,320.08	159,682.50	159,682.50	649,532.50	648,172.00
1007 Sales Tax - Bond Fund								
1001 Real Estate Tax								
8010 Interest Income								
8060 Bond Proceeds								
8062 CC Loan Payment				246,052.23	1,350,000.00	1,350,000.00	1,350,000.00	1,350,000.00
Total Income	192,000.00	96,000.00	96,000.00	896,372.31	1,509,682.50	1,509,682.50	1,999,532.50	1,998,172.00
Total Available	384,000.00	480,000.00	480,000.00	1,094,519.81	1,509,682.50	1,509,682.50	1,999,532.50	1,998,172.00
Exp and Requirements	-	-	281,852.50	1,094,519.81	1,509,682.50	1,509,682.50	1,999,532.50	1,998,172.00
Balance Forward	384,000.00	480,000.00	198,147.50	0.00	0.00	0.00	0.00	0.00

## 14-51 Economic Development Fund

200 Inter-Fund Transfers								
303 Professional Services								
501 Debt Service - Bond Principal							505,000.00	535,000.00
502 Debt Service - Bond Interest	-			1,094,519.81	1,509,682.50	1,509,682.50	1,494,532.50	1,463,172.00
503 Warrant/BAN Principal								
504 Warrant/BAN Interest								
510 County Treasurer Fees								
511 Land/Construction Pymnt								
514 Financial/Legal Fees			281,852.50					
TOTAL	-	-	281,852.50	1,094,519.81	1,509,682.50	1,509,682.50	1,999,532.50	1,998,172.00

**City of La Vista**  
**\$21,245,000 Taxable Bonds**  
**Dated July 30, 2007**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
4/15/2008			1,094,519.81	1,094,519.81	1,094,519.81
10/15/2008			754,841.25	754,841.25	
4/15/2009			754,841.25	754,841.25	1,509,682.50
10/15/2009			754,841.25	754,841.25	
4/15/2010			754,841.25	754,841.25	1,509,682.50
10/15/2010	505,000.00	6.000000	754,841.25	1,259,841.25	
4/15/2011			739,691.25	739,691.25	1,999,532.50
10/15/2011	535,000.00	6.060000	739,691.25	1,274,691.25	
4/15/2012			723,480.75	723,480.75	1,998,172.00
10/15/2012	570,000.00	6.070000	723,480.75	1,293,480.75	
4/15/2013			706,181.25	706,181.25	1,999,662.00
10/15/2013	605,000.00	6.270000	706,181.25	1,311,181.25	
4/15/2014			687,214.50	687,214.50	1,998,395.75
10/15/2014	645,000.00	6.380000	687,214.50	1,332,214.50	
4/15/2015			666,639.00	666,639.00	1,998,853.50
10/15/2015	685,000.00	6.380000	666,639.00	1,351,639.00	
4/15/2016			644,787.50	644,787.50	1,996,426.50
10/15/2016	730,000.00	6.530000	644,787.50	1,374,787.50	
4/15/2017			620,953.00	620,953.00	1,995,740.50
10/15/2017	780,000.00	6.530000	620,953.00	1,400,953.00	
4/15/2018			595,486.00	595,486.00	1,996,439.00
10/15/2018	835,000.00	6.830000	595,486.00	1,430,486.00	
4/15/2019			566,970.75	566,970.75	1,997,456.75
10/15/2019	890,000.00	6.830000	566,970.75	1,456,970.75	
4/15/2020			536,577.25	536,577.25	1,993,548.00
10/15/2020	960,000.00	7.730000	536,577.25	1,496,577.25	
4/15/2021			500,710.75	500,710.75	1,997,288.00
10/15/2021	1,035,000.00	7.730000	500,710.75	1,535,710.75	
4/15/2022			460,708.00	460,708.00	1,996,418.75
10/15/2022	1,120,000.00	7.730000	460,708.00	1,580,708.00	
4/15/2023			417,420.00	417,420.00	1,998,128.00
10/15/2023	1,210,000.00	7.730000	417,420.00	1,627,420.00	
4/15/2024			370,653.50	370,653.50	1,998,073.50
10/15/2024	1,305,000.00	7.730000	370,653.50	1,675,653.50	
4/15/2025			320,215.25	320,215.25	1,995,868.75
10/15/2025	1,410,000.00	7.730000	320,215.25	1,730,215.25	
4/15/2026			265,718.75	265,718.75	1,995,934.00
10/15/2026	1,525,000.00	7.730000	265,718.75	1,790,718.75	
4/15/2027			206,777.50	206,777.50	1,997,496.25
10/15/2027	1,645,000.00	7.730000	206,777.50	1,851,777.50	
4/15/2028			143,198.25	143,198.25	1,994,975.75
10/15/2028	1,780,000.00	7.730000	143,198.25	1,923,198.25	
4/15/2029			74,401.25	74,401.25	1,997,599.50
10/15/2029	1,925,000.00	7.730000	74,401.25	1,999,401.25	1,999,401.25
	20,695,000.00		23,364,295.06	44,059,295.06	44,059,295.06





**OFF STREET PARKING FUND (15)**

Budget Code & Classification	FY05-06 Actual	FY06-07 Adopted	FY06-07 YE Estimate	FY07-08 Recommended	FY08-09 Projection	FY09-10 Projection	FY10-11 Projection	FY11-12 Projection
15-01-0010 Total Brought Forward	-	42,396.42	1,087,467.86	40,419.94	30,187.44	26,742.44	21,047.44	19,133.68
15-04-8001 Other Revenue								
1007 Sales Tax - General Fund		596,336.08	350,000.00	750,000.00	650,000.00	650,000.00	650,000.00	650,000.00
1007 Sales Tax - Bond Fund								
1001 Real Estate Tax								
8010 Interest Income	56,330.46							
8060 Bond Proceeds	7,940,000.00							
8062 CC Lease Payment								
Total Income	7,996,330.46	596,336.08	350,000.00	750,000.00	650,000.00	650,000.00	650,000.00	650,000.00
Total Available	7,996,330.46	638,732.50	1,437,467.86	790,419.94	680,187.44	676,742.44	671,047.44	669,133.68
Exp and Requirements	6,908,862.60	638,732.50	1,397,047.92	760,232.50	653,445.00	655,695.00	651,913.76	653,101.26
Balance Forward	1,087,467.86	0.00	40,419.94	30,187.44	26,742.44	21,047.44	19,133.68	16,032.42

## 15-52 Economic Development Fund

200 Inter-Fund Transfers								
210 Botanical Supplies			10,000.00	2,000.00	2,500.00	2,500.00	2,500.00	2,500.00
304 Utilities				8,000.00	8,500.00	8,500.00	8,500.00	8,500.00
401 Buildings and Grounds				1,000.00	1,500.00	1,500.00	1,500.00	1,500.00
408 Street Maintenance				2,000.00	2,500.00	2,500.00	2,500.00	2,500.00
410 Motor Vehicle Maintenance				500.00	1,000.00	1,000.00	1,000.00	1,000.00
412 Other Maintenance				3,000.00	3,500.00	3,500.00	3,500.00	3,500.00
413 Maintenance				500.00	500.00	500.00	500.00	500.00
501 Debt Service - Bond Principal		280,000.00	280,000.00	290,000.00	300,000.00	315,000.00	325,000.00	340,000.00
502 Debt Service - Bond Interest		358,732.50	358,732.50	346,132.50	333,445.00	320,695.00	306,913.76	293,101.26
503 Warrant/BAN Principal								
504 Warrant/BAN Interest								
510 County Treasurer Fees								
511 Land/Construction Pymnt	6,833,432.60		748,315.42	107,100.00				
514 Financial/Legal Fees	75,430.00							
<b>TOTAL</b>	<b>6,908,862.60</b>	<b>638,732.50</b>	<b>1,397,047.92</b>	<b>760,232.50</b>	<b>653,445.00</b>	<b>655,695.00</b>	<b>651,913.76</b>	<b>653,101.26</b>

**City of La Vista**  
**\$7,940,000 Off-Street Parking Bonds**  
**Dated March 15, 2006**

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
10/15/2007			173,066.25	173,066.25	
4/15/2008	290,000.00	4.375000	173,066.25	463,066.25	636,132.50
10/15/2008			166,722.50	166,722.50	
4/15/2009	300,000.00	4.250000	166,722.50	466,722.50	633,445.00
10/15/2009			160,347.50	160,347.50	
4/15/2010	315,000.00	4.375000	160,347.50	475,347.50	635,695.00
10/15/2010			153,456.88	153,456.88	
4/15/2011	325,000.00	4.250000	153,456.88	478,456.88	631,913.75
10/15/2011			146,550.63	146,550.63	
4/15/2012	340,000.00	4.375000	146,550.63	486,550.63	633,101.25
10/15/2012			139,113.13	139,113.13	
4/15/2013	355,000.00	4.375000	139,113.13	494,113.13	633,226.25
10/15/2013			131,347.50	131,347.50	
4/15/2014	370,000.00	4.500000	131,347.50	501,347.50	632,695.00
10/15/2014			123,022.50	123,022.50	
4/15/2015	390,000.00	4.500000	123,022.50	513,022.50	636,045.00
10/15/2015			114,247.50	114,247.50	
4/15/2016	405,000.00	4.500000	114,247.50	519,247.50	633,495.00
10/15/2016			105,135.00	105,135.00	
4/15/2017	425,000.00	4.400000	105,135.00	530,135.00	635,270.00
10/15/2017			95,785.00	95,785.00	
4/15/2018	440,000.00	4.450000	95,785.00	535,785.00	631,570.00
10/15/2018			85,995.00	85,995.00	
4/15/2019	460,000.00	4.500000	85,995.00	545,995.00	631,990.00
10/15/2019			75,645.00	75,645.00	
4/15/2020	480,000.00	4.550000	75,645.00	555,645.00	631,290.00
10/15/2020			64,725.00	64,725.00	
4/15/2021	505,000.00	4.600000	64,725.00	569,725.00	634,450.00
10/15/2021			53,110.00	53,110.00	
4/15/2022	525,000.00	4.700000	53,110.00	578,110.00	631,220.00
10/15/2022			40,772.50	40,772.50	
4/15/2023	550,000.00	4.700000	40,772.50	590,772.50	631,545.00
10/15/2023			27,847.50	27,847.50	
4/15/2024	580,000.00	4.700000	27,847.50	607,847.50	635,695.00
10/15/2024			14,217.50	14,217.50	
4/15/2025	605,000.00	4.700000	14,217.50	619,217.50	633,435.00
	7,660,000.00		3,742,213.75	11,402,213.75	11,402,213.75

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ANNEXATIONS — SID No. 198 (VAL VERDE), SID No. 200 (SOUTHWIND), TAX LOT 6B NW ¼ 15-14-12 & PART OF THE HARRISON ST. ROW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A proposed resolution has been prepared stating that the City of La Vista is considering the annexation of the following:

- Lots 1 thru 254 and Outlots A, B and C, Val Verde;
- Lots 1 thru 12 and Outlot A, Val Verde Replat 1;
- Part of the 96<sup>th</sup> Street right-of-way and part of the Giles Road right-of-way adjoining Val Verde;
- Tax Lot 6B, located in the NW ¼ of the NW ¼ of Section 15, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska;
- Railroad right-of-way in the NW ¼ of the NW ¼ of Section 15, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska;
- Lots 1 thru 162 and Outlot A, Southwind Two;
- Harrison Street right-of-way and 96<sup>th</sup> Street right-of-way adjoining Tax Lot 6B and Southwind Two;
- Lots 1 thru 181 and Outlots 1 thru 11, Southwind;
- Lot 1, Southwind Replat 2;
- Lots 1 thru 59 and Outlot 1, Windstone;
- Lots 1 thru 44, Villas at Southwind;
- 96<sup>th</sup> Street right-of-way in the SW ¼ of Section 15 lying north of Giles Road and adjoining Southwind, Windstone and Southwind Replat Two;
- 96<sup>th</sup> Street right-of-way lying in the NE ¼ and the SE ¼ of Section 16 lying north of Giles Road and east of Cimarron Woods, Mayfair, Mayfair Replat 1 and Mayfair 2<sup>nd</sup> Addition Replat 1; and
- Portions of the Harrison Street right-of-way from 69<sup>th</sup> Street east to 96<sup>th</sup> Street.

**FISCAL IMPACT**

	<u><b>Assessed Valuation</b></u>	<u><b>Net Debt</b></u>
Val Verde (SID #198)	\$ 73,540,853	\$1,334,466
Southwind (SID #200)	\$105,179,470	\$2,372,548

Additional detail can be found in the annexation plan.

**RECOMMENDATION**

Approval.

## BACKGROUND

Over the past couple of years the annexation of the Val Verde and Southwind subdivisions has been reviewed and publicly discussed. During the FY 07/08 budget preparation process, staff once again reviewed the impact of this annexation. As a result of the current suitability of said annexation, staff prepared the recommended FY 07/08 budget upon such. Council now needs to make a determination regarding the timing of the annexation.

An annexation plan has been prepared and is attached for your review. In order to ensure that the FY 08 tax rate for newly annexed properties will be the same as the City's existing property owners, the annexation must be effective by October 1, 2007. In order to accomplish this, Council will need to pass the attached resolution to initiate the process immediately. If the resolution is adopted, the proposed public hearing date to consider this annexation is scheduled for the Planning Commission meeting on August 16, 2007, and a special City Council meeting on August 28, 2007. Should Council choose not to move forward at this time, the proposed annexation can be initiated at any time.

The following areas are being considered for annexation:

- Val Verde — 259 single family lots, 1 multi-family lot, 5 commercial lots and one outlot. Estimated population is 924.
- Southwind, Villas at Southwind, Southwind Two & Windstone — 441 single family lots, 1 multi-family lot, 3 commercial lots and 11 outlots. Estimated population is 1,371.
- Tax Lot 6B NW ¼ 15-14-12, located at the southeast corner of 96<sup>th</sup> & Harrison — First Southern Baptist Church (aka Cornerstone Church).
- 96<sup>th</sup> Street and Giles Road rights-of-way adjoining Val Verde, Southwind, Southwind Two and Windstone.
- Portions of the Harrison Street right-of-way from 69<sup>th</sup> Street east to 96<sup>th</sup> Street.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA STATING THAT THE CITY OF LA VISTA IS CONSIDERING THE ANNEXATION OF SID NO.198, VAL VERDE, AND SID NO. 200, SOUTHWIND, VILLAS AT SOUTHWIND, SOUTHWIND TWO AND WINDSTONE, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN THE NW ¼ OF THE NW ¼ OF SECTION 15, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF THE HARRISON STREET RIGHT-OF-WAY FROM 69<sup>TH</sup> STREET EAST TO 96<sup>TH</sup> STREET; DESCRIBING BOUNDARIES OF THE LAND PROPOSED FOR ANNEXATION; APPROVING AND ADOPTING A PLAN FOR EXTENDING CITY SERVICES TO THE LAND PROPOSED FOR ANNEXATION, AND MAKING THE PLAN AVAILABLE FOR INSPECTION; PROVIDING FOR A PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH HEARING AND OF THE MAP DRAWN TO SCALE DELINEATING THE LAND PROPOSED FOR ANNEXATION; AND PROVIDING FOR THE DELIVERY OF A COPY OF THIS RESOLUTION TO ANY SCHOOL DISTRICT WITHIN THE AREA PROPOSED TO BE ANNEXED, AND TO THE PLANNING COMMISSION FOR RECOMMENDATION.

WHEREAS, the City of La Vista desires to annex certain land, and

WHEREAS, the Nebraska Revised Statutes, Section 16-117 requires the City Council to adopt a resolution stating that the City is considering the annexation of land and a plan for extension of City services to said land.

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

1. The City of La Vista is considering the annexation of SID No. 198, Val Verde, and SID No. 200, Southwind, Villas at Southwind, Southwind Two and Windstone, subdivisions as surveyed, platted and recorded in Sarpy County, Nebraska, and certain adjacent land; and Tax Lot 6B, located in the NW ¼ of the NW ¼ of Section 15, T14N, R12E of the 6<sup>th</sup> P.M. Sarpy County, Nebraska; and portions of the Harrison Street right-of-way from 69<sup>th</sup> Street east to 96<sup>th</sup> Street, more particularly described as follows:

LOTS 1 THROUGH 254, AND OUTLOTS A, B AND C, VAL VERDE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID VAL VERDE;

TOGETHER WITH

LOTS 1 THROUGH 12 AND OUTLOT A, VAL VERDE REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

PART OF 96<sup>TH</sup> STREET RIGHT-OF-WAY AND PART OF GILES ROAD RIGHT-OF-WAY ADJOINING SAID VAL VERDE;

TOGETHER WITH

TAX LOT 6B IN THE NW ¼ OF THE NW ¼ OF SECTION 15, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH

RAILROAD RIGHT-OF-WAY IN THE NW ¼ OF THE NW ¼ OF SAID SECTION 15;

TOGETHER WITH

LOTS 1 THROUGH 162 AND OUTLOT A, SOUTHWIND TWO, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID SOUTHWIND TWO;

TOGETHER WITH

HARRISON STREET RIGHT-OF-WAY AND 96<sup>TH</sup> STREET RIGHT-OF-WAY IN THE NW ¼ OF SAID SECTION 15 ADJOINING SAID TAX LOT 6B AND SAID SOUTHWIND TWO;

TOGETHER WITH

LOTS 1 THROUGH 181 AND OUTLOTS 1 THROUGH 11, SOUTHWIND, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID SOUTHWIND;

TOGETHER WITH

LOT 1, SOUTHWIND REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

LOTS 1 THROUGH 59 AND OUTLOT 1, WINDSTONE, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID WINDSTONE;

TOGETHER WITH

LOTS 1 THROUGH 44, VILLAS AT SOUTHWIND, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID VILLAS AT SOUTHWIND;

TOGETHER WITH

96<sup>TH</sup> STREET RIGHT-OF-WAY IN THE SW ¼ OF SAID SECTION 15 LYING NORTH OF GILES ROAD AND ADJOINING SAID SOUTHWIND, SAID WINDSTONE AND SAID SOUTHWIND REPLAT 2;

TOGETHER WITH

96<sup>TH</sup> STREET RIGHT-OF-WAY LYING IN THE NE ¼ AND THE SE ¼ OF SECTION 16, T14N, R12E OF THE 6<sup>TH</sup> P.M., IN SAID SARPY COUNTY LYING NORTH OF GILES ROAD AND EAST OF CIMARRON WOODS, MAYFAIR, MAYFAIR REPLAT 1 AND MAYFAIR 2<sup>ND</sup> ADDITION REPLAT 1, ALL SUBDIVISIONS IN SAID SARPY COUNTY;

TOGETHER WITH

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NE ¼ OF THE NW ¼ OF SECTION 15, T14N, R12E OF THE 6<sup>TH</sup> P.M. SARPY COUNTY, NEBRASKA, ADJOINING APPLE GROVE, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NW ¼ OF THE NE ¼ OF SECTION 15, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, ADJOINING PARKVIEW HEIGHTS 2<sup>ND</sup> ADDITION, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NE ¼ OF THE NE ¼ OF SECTION 15, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, AND IN THE NW ¼ OF THE NW ¼ OF SECTION 14, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

2. That the plan of the City for the extension of City services to the above land proposed for annexation, attached to this resolution as Exhibit A and incorporated herein by this reference, be and the same hereby is, adopted and approved, subject to any changes by the City Council after public hearings on the proposed annexation and recommendations from the Planning Commission, and is available for inspection during regular business hours in the office of the City Clerk, located at 8116 Park View Boulevard, La Vista, Nebraska.
3. That a public hearing on the proposed annexation at which the City Council shall receive testimony from any interested persons shall be held on the 28<sup>th</sup> day of August, 2007, at the hour of 7:00 p.m. in the Council Chambers of the City of La Vista located at 8116 Park View Boulevard, La Vista, Nebraska.
4. That a copy of this Resolution and a map drawn to scale and delineating the area proposed to be annexed shall be published in the official newspaper of the City at least once not less than ten (10) days preceding the date of the public hearing.
5. That a copy of this Resolution be mailed by first class mail following its passage to the school board of any school district in the land proposed for annexation.
6. That a copy of this Resolution be forwarded to the Planning Commission for recommendation following its passage.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF AUGUST, 2007.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

**PLAN FOR EXTENDING CITY SERVICES  
TO THE LAND PROPOSED FOR ANNEXATION**

Pursuant to Nebraska Revised Statute § 16-117, the following plan represents the City of La Vista's intent to serve SID #198 (Val Verde), SID #200 (Southwind, Villas at Southwind, Southwind Two & Windstone), Tax Lot 6B 15-14-12 (First Southern Baptist Church), and parts of the right-of-way of Harrison Street.

**SID #198**

Upon annexation, the following city services will be extended on or before October 1, 2007:

Street Maintenance	Police Protection
Park Maintenance	Fire and Rescue Services
Sewer Maintenance	Library Services
Community/Recreation Center	

**SID #200 and Tax Lot 6B 15-14-13 (First Southern Baptist Church)**

Upon annexation, the following city services will be extended on or before October 1, 2007:

Street Maintenance	Police Protection
Park Maintenance	Fire and Rescue Services
Sewer Maintenance	Library Services
Community/Recreation Center	

**Harrison Street**

All city services associated with this roadway, including Police, Fire and street maintenance, are currently being provided along Harrison Street in those sections of the roadway that are currently within the corporate limits. As a result, extending these services to the adjacent un-annexed sections of the road will require no additional resources.



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR REPLAT & FINAL PUD PLAN — SOUTHPORT EAST REPLAT NINE, LOTS 1-4 (SOUTHPORT PKWY. & EASTPORT PKWY.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

#### **SYNOPSIS**

The public hearing was continued from the July 17, 2007 City Council meeting to consider a replat application for Lots 1-4 Southport East Replat Nine (a replat of Lots 1 and 2, Southport East Replat Six); and an application for final planned unit development (PUD-1) for approximately 8.88 acres at Southport Parkway and Eastport Parkway.

#### **FISCAL IMPACT**

A subdivision financing agreement has been prepared according to City standards.

#### **RECOMMENDATION**

Approve.

#### **BACKGROUND**

The public hearing was continued from the July 17, 2007 Council meeting to consider a replat application for Lots 1-4 Southport East Replat Nine (a replat of Lots 1 and 2, Southport East Replat Six); and an application for an amendment to the PUD Plan for Lots 1-4, Southport East Replat Nine. The application was submitted by John L. Hoich.

City Engineer John Kottmann and staff have reviewed the applications and have the following comments:

1. Access is proposed to Southport Parkway through a network of internal private drives which will also connect to Eastport Parkway through other phases of development.
2. "Corner Streetscapes" will be installed as shown on the revised PUD Plan.
3. Building height of 55 feet has been determined to be acceptable, as long as the FAA has no objections.
4. No drive-up windows are proposed in the PUD plan.
5. A left turn lane on Southport Parkway is being proposed upon City Engineer's recommendation. This public improvement will be installed by the developer and is included in the Ninth Amendment to the Southport East Subdivision Agreement. A satisfactory landscape plan is required to be submitted for the revised median landscaping.
6. Other public improvements will include storm water and sanitary sewer installations within the project, as well as public sidewalks on the perimeter of the parcels with connecting pathways to each lot.

The Planning Commission held a public hearing on May 17, 2007 and recommended approval contingent upon the resolution of the 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, DETERMINING CONDITIONS FOR APPROVAL OF THE REPLAT FOR LOTS 1-4, SOUTHPORT EAST REPLAT NINE, BEING A REPLATTING OF LOTS 1 AND 2, SOUTHPORT EAST REPLAT SIX, A SUBDIVISION LOCATED IN PART OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for the proposed Southport East Replat Nine Subdivision; and

WHEREAS, the City Administrator and the City Engineer have reviewed the replat; and

WHEREAS, on May 17, 2007, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to resolution of items identified by the city engineer and staff.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 1-4 Southport East Replat Nine, being a replatting of Lots 1 and 2, Southport East Replat Six, a subdivision located in part of the South ¼ of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of Southport Parkway & Eastport Parkway be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. A staking bond or other certification that all lot corners will be pinned should be provided prior to the Mayor signing the final plat, if it is approved.
2. Approval from the FAA is required prior to the issuance of a building permit on any of the lots.
3. A satisfactory landscape plan is required to be submitted for the revised median landscaping.

BE IT FURTHER RESOLVED that approval is subject to the Developer's execution and delivery to City of the following in form satisfactory to the city attorney and city engineer:

1. Subdivision agreement; and
2. Restrictive covenants.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

I:\Administration\BRENDA\WORD\COUNCIL\07 Resolutions\Southport East Replat 9 Replat & PUD.DOC



**CITY OF LA VISTA  
PLANNING DIVISION**

---

CASE NUMBER:

FOR HEARING OF: August 7, 2007

Report Prepared on August 1, 2007

**I. GENERAL INFORMATION**

- A. APPLICANT:** John L. Hoich
- B. PROPERTY OWNER:** John L. Hoich
- C. LOCATION:** Southport Parkway & Eastport Parkway
- D. LEGAL DESCRIPTION:** Lot 1 & 2, Southport East Replat Six
- E. REQUESTED ACTION(S):** Replat and PUD Amendment
- F. EXISTING ZONING AND LAND USE:**  
C-3, Highway Commercial / Office Park District; PUD-1, Planned Unit Development; and Gateway Corridor District. The property is currently vacant; office development is proposed.
- G. PURPOSE OF REQUEST:** The proposal is to replat Lots 1 & 2 of Southport East Replat Six into Lots 1-4 of Southport East Replat Nine.
- H. SIZE OF SITE:** 8.88 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** Vacant
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. North:** C-3, Southport East Replat Eight/Securities America
  - 2. East:** TA/Sod Farm
  - 3. South:** C-3, Southport East Replat Six/Vacant
  - 4. West:** C-3, Southport East Replat Two/Hampton Inn & Suites
- C. RELEVANT CASE HISTORY:** This property was previously platted as part of Southport East Replat Six.
- D. APPLICABLE REGULATIONS:**
  - 1.** Section 3.08, Subdivision Ordinance, regarding Replats.
  - 2.** PUD Plan for Southport East Replat Six
  - 3.** Section 5.12, Zoning Ordinance, regarding C-3 Zoning District
  - 4.** Section 5.17, Zoning Ordinance, regarding Gateway Corridor Dist.

**III. ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor.
- B. OTHER PLANS:** Southport East Replat Six PUD Plan.
- C. TRAFFIC AND ACCESS:**
  - 1. Access is proposed to Southport Parkway through a network of internal private drives which will also connect to Eastport Parkway through other phases of development.
- D. UTILITIES:** All utilities are available to the site.

**IV. REVIEW COMMENTS:**

- 1. "Corner Streetscapes" will be installed as shown on the revised PUD Plan.
- 2. Building height of 55 feet has been determined to be acceptable, as long as the FAA has no objections.
- 3. No drive-up windows are proposed in the PUD plan.
- 4. A left turn lane on Southport Parkway is being proposed upon City Engineer's recommendation. This will be a public improvement installed by the developer and is included in the Ninth Amendment to the Southport East Subdivision Agreement. A satisfactory landscape plan is required to be submitted for the revised median landscaping.
- 5. Other public improvements will include storm water and sanitary sewer installations within the project, as well as public sidewalks on the perimeter of the parcels with connecting pathways to each lot.

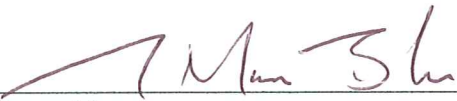
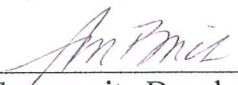
**V. STAFF RECOMMENDATION: Approval of Southport East Replat Nine.**

**VI. ATTACHMENTS TO REPORT:**

- 1. Vicinity Map
- 2. Southport East Replat Nine PUD Plan
- 3. Southport East Replat Nine Final Plat
- 4. City Engineer's comments

**VII. COPIES OF REPORT TO:**

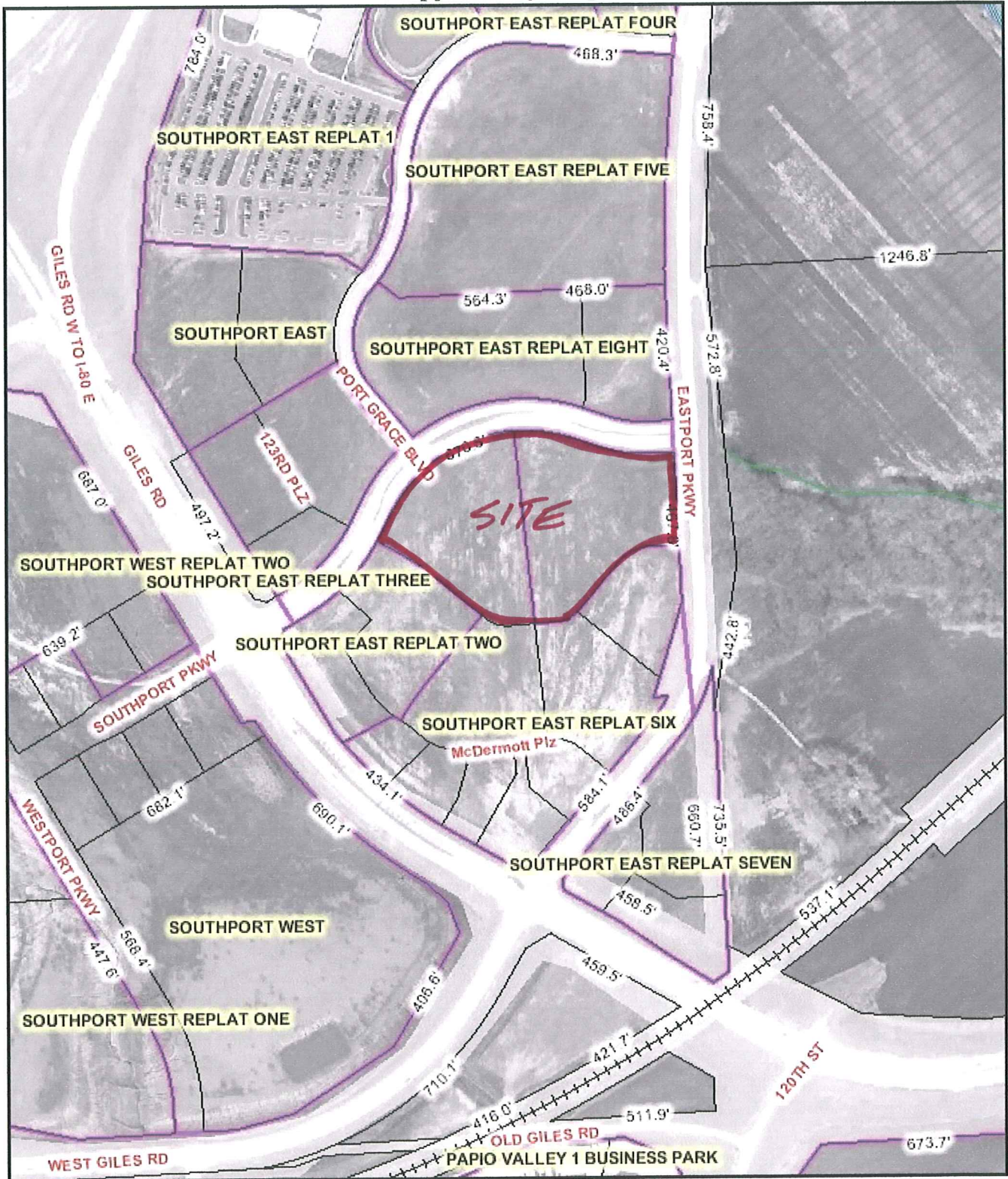
- 1. John L. Hoich
- 2. Jeff Elliott, E&A Consulting Group
- 3. Public Upon Request

  
Prepared by: \_\_\_\_\_  
  
Community Development Director  
8-1-07  
Date

\\Lvdcp01\users\Community Development\MBaker\plancomm\staff reports\SP East Rep IX.doc



### Sarpy County Map



*Disclaimer:* This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale  
1 inch = 448 feet



## LOIS 1 THRU 4 INCLUSIVE

BEING A REPLATTING OF LOTS 1 AND 2, SOUTHWEST EAST REPLAT SIX, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH PM, SAGREY COUNTY, NEBRASKA.

Know all men by these presents that we, JOE McDERMOTT ASSOCIATES INC. & JOHIL  
HOLLY, owners of the research described in the Certification of Confidentiality

with the use of the greatest state of intelligence and good sense.

By Joseph McDermott, President

#### ACKNOWLEDGEMENT OF NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public in and for said County, personally came Joseph McDermott, President, JOE MCDERMOTT ACCOUNTS INC., who is personally known to me as the official person whose name is affixed to the Declaration on the past and acknowledged the same to be his voluntary act and deed as such officer of said corporation.

WITNESSE my hand and Notarial Seal this day and year last above written.

#### ACKNOWLEDGEMENT OF NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County, personally came John L. Hoch, who is personally known to be the identical person whose name is affixed to the Dedication on this plat and acknowledged the same to be his voluntary act and deed.

---

**Notary Public**

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certificate and embraced in this plat as shown by the records of the office.

DATE \_\_\_\_\_  
County Treasurer \_\_\_\_\_

Suppy County Registrar of Deeds Date \_\_\_\_\_

APPROVAL OF SARPY COUNTY REGISTRAR OF DEEDS  
Recorded on this \_\_\_\_\_ day of \_\_\_\_\_

This plot of SOUTHPORT EAST REPEAT NINE (lots numbered as shown) was reversed by the

SAID TRACT OF LAND CONTAINS AN AREA OF 387,010 650 10 SQUARE FEET OR 8.884 ACRES, MORE OR LESS

JASON A HEADLEY L.S. 604

DAT

LAVISTA, NEBRASKA

FINAL PLAT

Proj No P2000 030 030		Revisions	
Date 03/27/0007		No.	Date
Designed By JOE		1	04/20/0007
Drawn By LDO		2	05/10/0007
		3	05/24/0007
Scale 1" = 10'			
Sheet 1 of 1			

**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

WWW.BSCG.COM







**THOMPSON, DREESSEN & DORNER, INC.**

**Consulting Engineers & Land Surveyors**

June 4, 2007

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

RE: Proposed PUD Plan  
Southport East Replat Nine  
Review of Revised Submittal  
TD<sup>2</sup> File No. 171-345.8

Mr. Baker:

I have reviewed the revised PUD plan that you provided me, which bears a revision date of May 21, 2007. The revised plan sufficiently addresses the comments in my review letter of April 12, 2007. I recommend approval of this plan.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

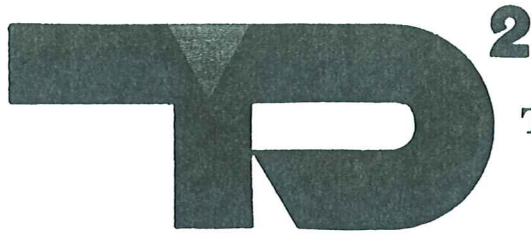
John M. Kottmann, P.E.

JMK/jlf

cc: File

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.  
JOSEPH G. KOSINOVSKY, 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.  
KEVIN L. TRUE, L.S.  
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.



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

June 4, 2007

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

RE: 2007 Minor & Administrative Plat Reviews  
Southport East Replat Nine  
Review of Revised Submittal  
TD<sup>2</sup> File No. 171-344.5

Mr. Baker:

I have reviewed the revised final plat that you provided me, which bears a revision date of May 24, 2007.

I also received cost estimates for common area improvements and a drainage plan from John Meng-Frecker via e-mail on May 29, 2007. These materials have sufficiently addressed the comments in my review letter of April 12, 2007. What remains in order for the final plat to be considered by the City Council is the preparation of an amendment to subdivision agreement and any items that you or others have identified.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

cc: File

ROBERT E. DREESSEN, P.E.	TIMOTHY T. PAPSTEIN, P.E.
NELSON J. HYMANS, P.E.	MICHAEL J. SMITH, L.S.
JAMES D. WARNER, L.S.	TROY J. NISSEN, P.E./S.E.
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CHRIS E. DORNER, L.S.	

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
NINTH AMENDMENT TO SUBDIVISION AGREEMENT — SOUTHPORT EAST REPLAT NINE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to authorize the execution of the Ninth Amendment to the Subdivision Agreement, satisfactory in form to the City Administrator and City Attorney, for Southport East Replat Nine, generally located at Southport Parkway and Eastport Parkway.

**FISCAL IMPACT**

A subdivision agreement has been prepared according to the city's subdivision financing policy.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On August 5, 1997 the City Council adopted Resolution No. 97-101 establishing the city's subdivision financing policy regarding public funding of improvements and other costs within or serving residential subdivisions, including both residential and commercial development within the zoning jurisdiction of the City of La Vista.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE NINTH AMENDMENT TO THE SUBDIVISION AGREEMENT FOR SOUTHPORT EAST REPLAT NINE IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on August 7, 2007, approve the plat for Lots 1-4, Southport East Replat Nine; and

WHEREAS, the owners have agreed to execute a Subdivision Agreement satisfactory in form to the City Attorney and City Engineer.

NOW THEREFORE, BE IT RESOLVED, that the Ninth Amendment to the Subdivision Agreement presented at the August 7, 2007, City Council meeting for Southport East Replat Nine be, and hereby is approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

**NINTH AMENDMENT TO SUBDIVISION AGREEMENT**  
**(Southport East Subdivision)**  
**(Replat of Lots 1 and 2, Southport East Replat Six into Lots 1 through 4, inclusive,  
Southport East Replat Nine)**

THIS NINTH AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, to that certain Commercial Subdivision Agreement dated April 19, 2001 and original plat thereto, which among other lots, includes Lots 1 and 2, Southport East Replat Six, which said Lots 1 and 2 are to be Replatted herewith as Lots 1 through 4, inclusive, Southport East Replat Nine of this Subdivision.

**WITNESSETH:**

WHEREAS, the City of La Vista ("City") and R.S. Land, Inc., a Nebraska corporation, and Southpointe Partners I, LLC (herein collectively referred to as the "Initial Subdivider") entered into a Commercial Subdivision Agreement with the City dated April 19, 2001 (herein the "Subdivision Agreement" or the "Agreement"), setting forth certain agreements, Commercial Building Design and Criteria, and other terms, conditions and covenants running with the land in respect to the development of land within the Subdivision, all of which continue to apply to the area to be Replatted; and

WHEREAS, Joe McDermott Associates, Inc. and John L. Hoich (herein collectively the "Subdivider" herein) is the owner of said Lots 1 and 2, Southport East Replat Six containing 8.884 acres and which is the subject of this Ninth Amendment and as such is subject to the terms of the original Subdivision Agreement and applicable amendments; and

WHEREAS, Subdivider herein wishes to subdivide said Lots 1 and 2, Southport East Replat Six (herein the "Replat" or the "Replat Area"), same being a part of the Subdivision as shown on replat drawing attached as Exhibit "A" hereto and consisting of approximately 8.884 acres, more or less, per Surveyor's Certificate attached as Exhibit "B" hereto and being more specifically shown on the "Final Plat" of the Replat Area dated 5/10/07 and attached hereto as Exhibit "C"; and

WHEREAS, Joe McDermott Associates, Inc. and John L. Hoich currently own that portion of the Replat that is to be replatted into Lots 1 through 4, inclusive, said four (4) lots to constitute all of the land area and ownership within the Replat Area, all of whom are parties to this Ninth Amendment; and

WHEREAS, the parties wish to amend the Subdivision Agreement by this Amendment entered into between them to include the specific understandings and agreements pertaining to this replatting.

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

1. Replattings. Subject to the terms of this Ninth Amendment, Lots 1 and 2 of Southport East Replat Six, shall be Replatted as Lots 1 thru 4 inclusive, Southport East Replat Nine as more fully shown on Exhibit "C" dated June 26, 2007 (herein the "Replat" or "Replat Area").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replat Area for review and approval by the City's Engineer prior to

execution of the final Replat demonstrating what easements may be needed to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer.

3. Perimeter Sidewalks. Each Lot owner, or its assigns, shall, at their cost, install and maintain perimeter sidewalks abutting the Replat Area. Said sidewalks shall be installed on each lot prior to the opening of any place of business on such lot. Sidewalks are not required along Giles Road.
4. Commercial Building Design Guide and Criteria. The Southport Design Guidelines, the specific design criteria to be utilized within the Southport East Subdivision, are incorporated into this amendment by reference and shall be applicable to commercial development within the Replat Area. Subdivider agrees to abide by the provisions thereof as they may have or shall be from time to time amended or modified by the City.
5. Grading Plan. The Grading and Erosion Control Plan for the Replat shall be prepared in accordance with the Papillion Creek Watershed Partnership requirements prior to grading on any individual lot.
6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat. Any publicly used roads and driveways within the Replat shall be constructed to City approved specifications and shall not be less than twenty-five feet (25') wide seven inch (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement as amended by this Ninth Amendment.
8. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replat Area.
9. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement and the separate Sewer Connection Agreement pertaining to the sanitary sewer system shall be equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Southport East Replat Nine	2.787 acres @ \$5,500/Ac. =	\$15,328.50
Lot 2, Southport East Replat Nine	1.569 acres @ \$5,500/Ac. =	8,629.50
Lot 3, Southport East Replat Nine	2.386 acres @ \$5,500/Ac. =	13,123.00
Lot 4, Southport East Replat Nine	2.142 acres @ \$5,500/Ac. =	11,781.00
Total		<u>\$48,862.00</u>

The aforesated fee of \$5,500 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replat Area, (outside the Replat Area but needed to serve the Replat Area) including but not limited to parking and internal street improvements, external street improvements, sidewalks, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water, cost of connection to external infrastructure shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. The initial installation costs of these services shall be paid in full by the Subdivider. All on-going maintenance, repair and replacement shall be at the cost of the individual Lot owners and paid on a proportionate basis.
11. Improvements to Southport Parkway. Improvements to Southport Parkway, a public street, to construct a left-turn bay on Southport Parkway will benefit Replat Nine. A drawing of these improvements is attached hereto as Exhibit D. The costs of the improvements to construct the left-turn bay on Southport Parkway shall be paid by the Subdivider. Upon City's acceptance of the improvements, City will assume maintenance responsibility.
12. Common Improvements/Maintenance. For purposes hereof, the following provisions shall be applicable:
  - a. Common Area Improvement Defined. The term Common Area Improvement shall mean all infrastructure and improvements set forth on Exhibit "E". Said Common Area Improvements shall include, but not be limited to, ingress and egress, roads, parking, storm drainage, sanitary sewer, public utility infrastructure or services and other infrastructure needs for or benefiting more than a single lot. The Common Area Improvements are internal to the replat area and are shown on the attached Exhibit "E" incorporated herein by this reference.
  - b. Common Area Expense Defined. Common Area Expense shall include all engineering expense, including engineering costs, the costs of construction, reconstruction, modification, repair, maintenance (including clean up and clean out) and replacement of any such items or services, together with the City's costs, if any, of engineering, inspection, review and design.
  - c. Sharing of Common Area Expense. Common Area Expense shall be shared as follows:
    - d-1. Initial Cost Sharing Ratio. The owners, their successors and assigns, of the Replat lots shall be responsible for and defray the Common Area Expense in the same ratio that the land area of each of their Replat lots bears to the total land area of lots served or benefited by the improvement, to wit:

Replat Lot No.	Acres	Percent of Common Area Expense for Replat Six Improvements	Percent of Common Area Expense for Replat Nine Improvements
1	2.787	13.41%	31.37%

2	1.569	7.55%	17.66%
3	2.386	11.49%	26.86%
4	2.142	10.31%	24.11%
TOTAL	8.884	42.76%	100.00%

The foregoing percentages of Common Area Expense shall prevail unless adjusted pursuant to subparagraph 12.d-2 hereof next following.

- d-2. Adjustment of Common Area Cost Sharing Ratios. The method of sharing Common Area Expense as set forth in subparagraph 12.d-1 above may be modified by the owners of all Replat lots agreeing to a different cost sharing as among themselves and filing with the City an application executed by all property owners then within the Replat Area to allow sharing in the designated different ratio. If the City Administrator, in consultation with the City Engineer, determines the original cost allocation is to be unfair and such requested change, if approved, will not be adverse to the City's or to the public interest, then the City Administrator may approve such application. Approval shall be discretionary. If approved, the property owners, at their expense, shall file the modification with the appropriate written approval of the City Administrator and City Engineer endorsed thereon.
- d. Filing of Record. The Subdivider, at its expense, shall record this Ninth Amendment in the land records of the Office of the Register of Deeds of Sarpy County and shall cause a recorded copy thereof to be transmitted to the City Administrator. Any adjustment under subparagraph 12.d-2 above shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.
- e. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and which are not Common Area Expense, and which, if any, are not being properly constructed, repaired or maintained or are in need of replacement.
- f. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replat Area for purposes of inspection. In the event City determines construction, repair or maintenance is not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without any obligation to do so, decide to undertake construction, repair and/or maintenance of any such Common Area Improvements and to assess the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited and enforce collection of such liens.
- g. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.



13. City Engineer's Requirement for Approval of Replat. Subdivider, to the extent not heretofore fully accomplished, shall at its expense fully complete, and have approved by City, the engineering requirements set forth in Exhibit "H" hereto.
14. Special Assessments. The lots within the Replat Area are subject to special assessments to be levied. All special assessments for the initial installation of Common Area Improvements shall be paid by Subdivider. Any future special assessments for repair, maintenance or replacement of Common Area Improvements shall be paid by the then current individual Lot owners.
15. Ownership Representation. The undersigned signatory on the proposed Final Plat of Southport East Replat Nine, a copy of which is attached as Exhibit "C" hereto, and to the Ninth Amendment to the Subdivision Agreement, to wit, Joseph McDermott, President of Joe McDermott Associates, Inc. and John L. Hoich, an individual do warrant and represent that they have executed the Final Plat for Southport East Replat Nine and this Ninth Amendment to Subdivision Agreement on behalf of Joe McDermott Associates, Inc. and John Hoich, respectively, and that as between them they are the sole owners of 100% of the Replat Area at date of execution of this Ninth Amendment and at date of recording the Replat.
16. Covenants Running With the Land. The obligations and agreements of Subdivider herein are perpetual covenants running with the land and shall be binding on the Subdivider and all of Subdivider's successors and assigns in title. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land. City shall have the right, but not the obligation, to enforce any and all covenants.
17. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1 thru 4 of the Replat, which the City Council has approved as to location and concept, but the final language of which must be approved by the City Administrator with such engineering and/or legal consultation as the Administrator may deem necessary. The copy of the Subdivider's application for approval of its planned unit development is attached hereto as Exhibit "G".
18. Exhibit Summary. The Exhibits proposed by E & A Consulting Group, Inc. engineers for the Subdivider, attached hereto and made a part hereof, are as follows:

Exhibit "A":	Composite Drawing of Replat Nine.
Exhibit "B":	Lot Surveys for each of the four lots to be created by this amendment.
Exhibit "C":	Final Plat dated 6/26/07.
Exhibit "D":	City Engineer's PUD requirements.
Exhibit "E":	Common Area Improvements.
Exhibit "F":	Improvements to Southport Parkway.
Exhibit "G":	Subdivider's Application for Approval of Planned Unit Development.
Exhibit "H":	City Engineer's engineering requirements for approval.

19. Right to Enforce. Provisions of this Amendment may be enforced at law or in equity by the owners of land within the Replat Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate.
20. Ratification. In all other respects, the Subdivision Agreement shall not be affected hereby, and is hereby ratified and confirmed.

(Signatures on following pages)



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Notary Public

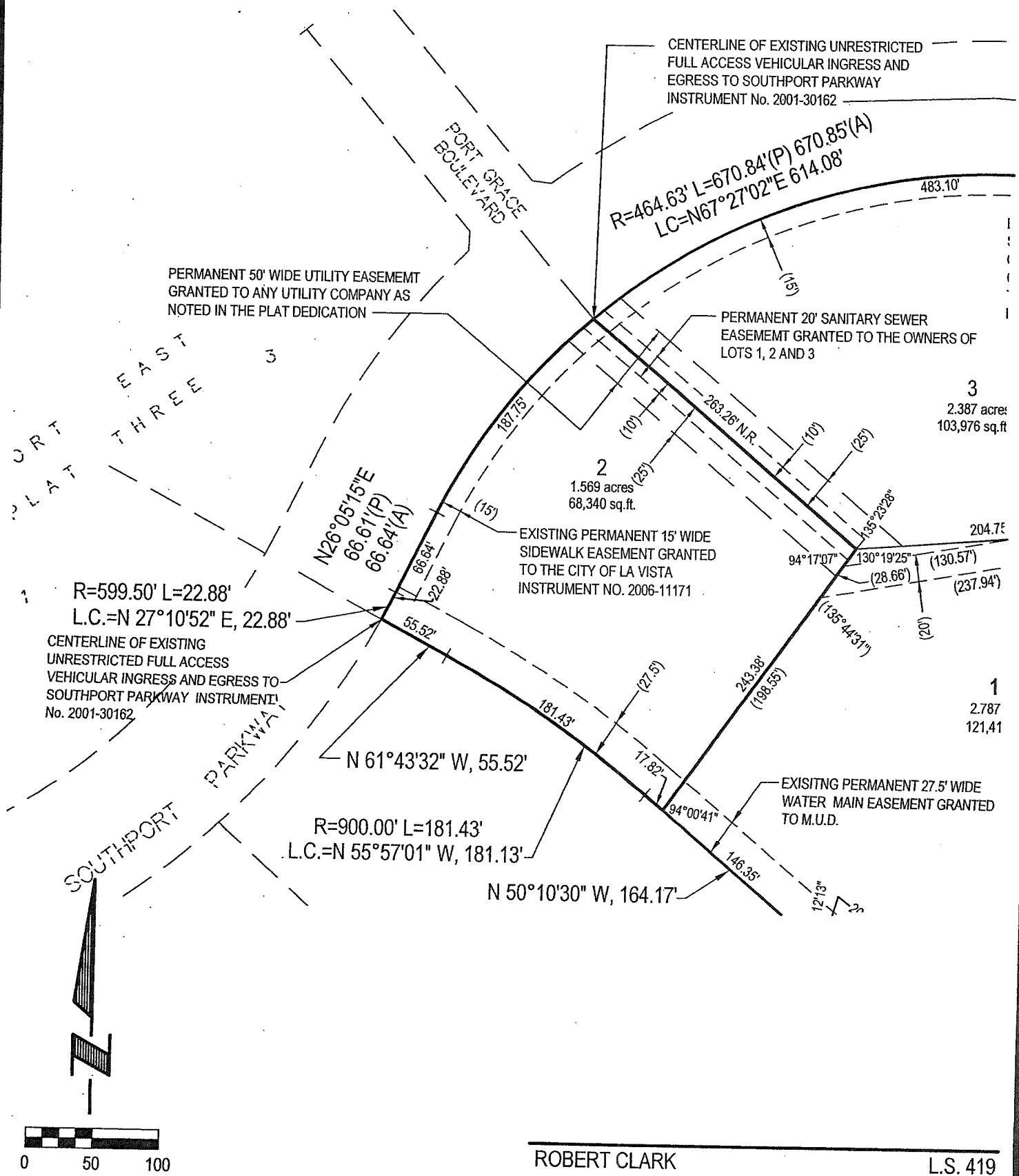


EXHIBIT B1

LAND SURVEYOR'S CERTIFICATE

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

LEGAL DESCRIPTION: LOT 2, SOUTHPORT EAST REPLAT NINE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



ROBERT CLARK L.S. 419

DATE

Scale: 1" = 100'

<b>E&amp;A CONSULTING GROUP, INC.</b> ENGINEERING • PLANNING • FIELD SERVICES 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700		
OFFICIAL ADDRESS: _____		
DATE RECEIVED: _____		BUILDING PERMIT No.: _____
Drawn by: MH	Chkd by: <u>WAC 7-5-07</u>	Chkd by: _____
Job No.: P2000.030.030	Date: 7-5-2007	Book No.: XXXXXX

**LOT SURVEY**  
**SOUTHPORT EAST**  
**REPLAT NINE**  
  
SARPY COUNTY, NEBRASKA

EXHIBIT B2

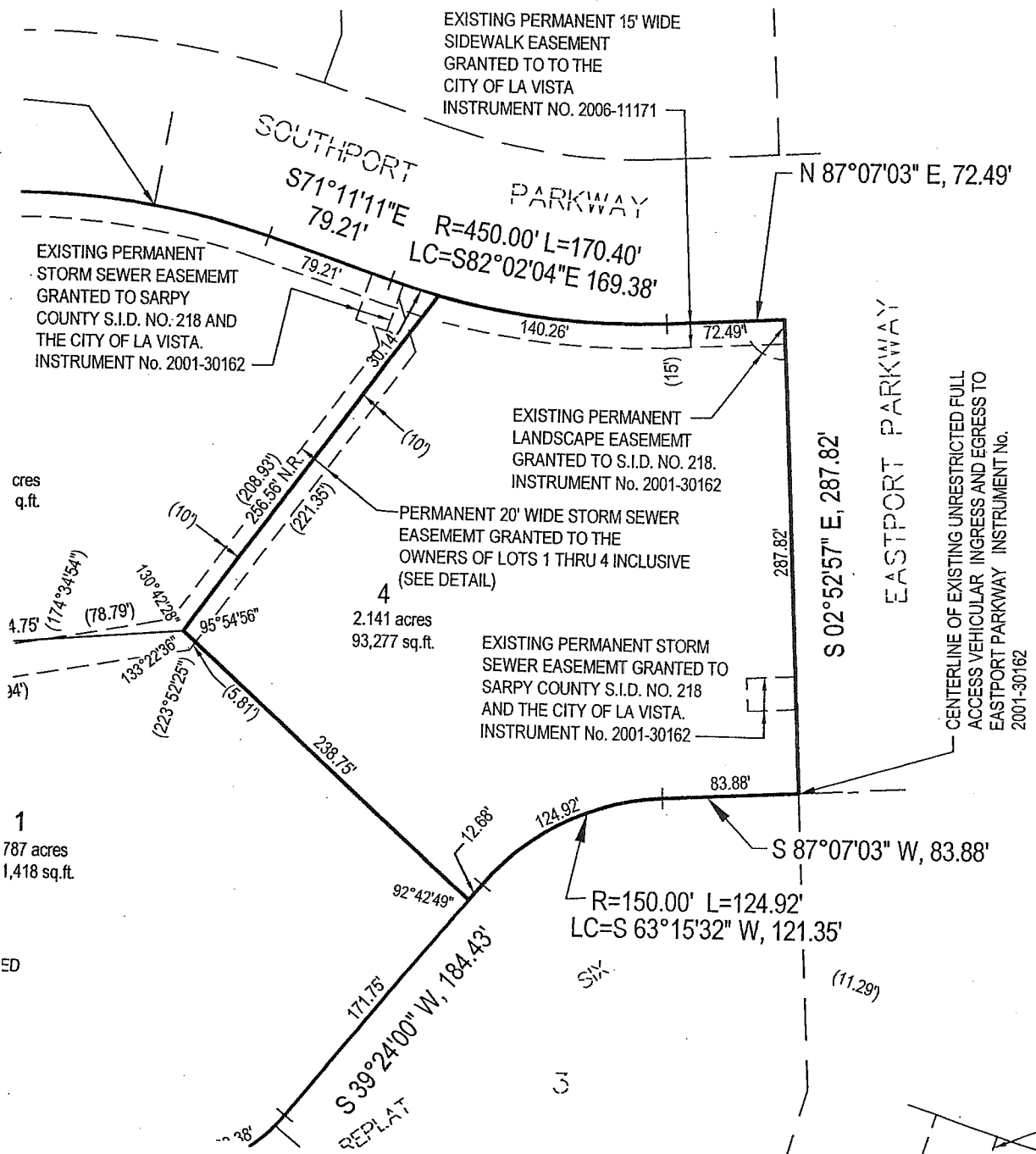
EXHIBIT B3



LAND SURVEYOR'S CERTIFICATE

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

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



2.141 acres  
93,277 sq. ft.

1  
787 acres  
1,418 sq. ft.

ED



Scale: 1" = 100'

ROBERT CLARK

L.S. 419

DATE



E&A CONSULTING GROUP, INC.  
ENGINEERING • PLANNING • FIELD SERVICES  
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

OFFICIAL ADDRESS: \_\_\_\_\_  
DATE RECEIVED: \_\_\_\_\_ BUILDING PERMIT No.: \_\_\_\_\_

Drawn by: MH Chkd by: wac 7-5-07 Chkd by: \_\_\_\_\_

Job No.: P2000.030.030 Date: 7-5-2007 Book No.: XXXXX

LOT SURVEY  
SOUTHPORT EAST  
REPLAT NINE

SARPY COUNTY, NEBRASKA

EXHIBIT B4





# Memo

**To:** John Hoich  
**From:** Marcus Baker  
**CC:**  
**Date:** April 25, 2007  
**Re:** Southport East Replat 9 / PUD comments

---

Mr. Hoich,

I am forwarding the comments from other City Offices that I have received to date, regarding the above referenced project. Please let me know if you have any questions.

Thanks,

J. Marcus Baker, AICP

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

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

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

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

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

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

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

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

April 11, 2007

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

RE: 2007 Minor & Administrative Plat Reviews  
Southport East Replat Nine  
Review of Initial Submittal  
TD<sup>2</sup> File No. 171-344

Mr. Baker:

I have reviewed the proposed final plat that you provided me under your transmittal dated April 3, 2007. The submittal included:

- Final Plat dated March 27, 2007

There was no application included so I must assume that the applicant provided you with an appropriate application properly signed.

I offer the following comments:

TRAFFIC & ACCESS

1. A traffic impact study was prepared for Replat Six which included 120,000 square feet of office uses on the two lots now being replatted into four lots. The accompanying PUD plan shows proposed uses including 85,500 square feet of office and 6,529 square feet of restaurant. Since the trip generation from this latest development plan will be less than previously contemplated, there is no need for additional traffic studies for this proposed replat.
2. Perimeter sidewalks will be required as the lots are built upon. See my comments on the PUD plan for additional information.
3. There is an existing blanket ingress/egress easement over all of the proposed lots from prior platings. This blanket easement allows for sharing of the access points identified on the plat to Southport and Eastport Parkways.
4. The access points noted on the replat are consistent with what was previously approved. However, refer to my comment letter on the PUD plan concerning verification of driveway alignment with the City parking lot driveways.

Mr. Marcus Baker

April 10, 2007

Page 2

5. There will need to be a modification to the existing island in Southport Parkway to create a left-turn bay for westbound traffic to turn left into the proposed access opposite of Port Grace Boulevard. This modification will need to be done at private expense and will require detailed plans and specifications. Performance bonds and insurance certificates will be required since this will be a public street improvement. The amendment to subdivision agreement for this plat will need to address this item.

#### UTILITIES & DRAINAGE

6. The proposed replatting provides a blanket storm sewer and drainage easement over these lots. However, proposed Lot 1 will be draining across proposed Lots 3 and/or 4. The amount of drainage from proposed Lot 1 is more than should be surface drained across the adjacent lots. Therefore, the PUD plan needs to include a drainage plan showing a preliminary storm sewer layout. This is also noted in my PUD review comments.
6. The lots will have access to existing public utilities in Westport Parkways but there will need to be common area extensions of storm and sanitary sewers to reach proposed Lot 1. These will be privately owned and maintained sewers.

---

#### MISCELLANEOUS

7. This proposed replat qualifies as a replat that allows for a waiver of separate submittal of a final and preliminary plat Article 3.08.04 of the Subdivision Regulations requires a concurrent preliminary plat. However, Article 3.08.08 implies that a preliminary plat is not required if the guidelines of Article 3.09.03 do not apply. Item 3.09.03.06 is applicable since proposed Lot 1 will not have direct access to a street. However, the PUD plan will provide for access via a private shared access road. Therefore, it is my opinion that a preliminary plat is not required.
8. There will need to be an amendment to the common area maintenance agreement prepared for Replat Six to reallocate costs of construction and maintenance due to the revised configuration of lots.
9. The City Attorney should review the replat and provide an amendment to the subdivision agreement as appropriate.
10. The final plat of Replat Six needs to be recorded and the amendment to subdivision agreement pertaining to Replat Six needs to be fully executed prior to the City Council considering this application.
11. A staking bond or certification that all lot corners have been pinned should be provided prior to the Mayor signing the final plat, if it is approved.
12. Financial data for all public improvements, including itemized estimates of construction costs and soft costs, should be provided before consideration by the City Council. This information should identify that the funding source will be private.

I recommend that the final plat of Southport East Replat Nine be approved contingent upon the PUD being approved. The City Attorney should prepare an amendment to the Subdivision Agreement as he determines necessary, prior to this case moving forward to City Council.

Mr. Marcus Baker  
April 10, 2007  
Page 3

Prepared by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

cc: File

April 11, 2007

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

RE: Proposed PUD Plan  
Lots 1-4, Southport East Replat Nine  
Initial Review  
TD<sup>2</sup> File No. 171-345

Mr. Baker:

I have reviewed the documents you provided to me in your transmittal dated April 3, 2007 for the proposed PUD plan. I offer the following comments:

1. The most recent PUD for Replat Six included a building height adjustment allowing 55 feet instead of the 45 feet allowed in C-3 zoning. Based upon the proposed PUD showing 1 and 2 story buildings, I do not see a need for allowing heights more than 45 feet. The documents I have received do not include any proposed PUD language so I cannot determine if this plan proposes to maintain the previous PUD modifications or is proposing to follow the C-3 regulators. This needs to be addressed if such information was not submitted.
2. The PUD plan have numerous easement notations plotted on top of other notes making the information illegible. The plan should be revised with the notes moved so that all information is readable.
3. The PUD plan provides some information on an internal sidewalk system. It is difficult to determine what is proposed is some locations and some additional connections to the external sidewalk system are needed. Also, the plan omitted perimeter public sidewalk along proposed Lot 2. This needs to be corrected.
4. City staff needs to determine to what extent the "Corner Streetscape" sidewalk and landscaping detail in the Design Guidelines apply to this project and include such instructions in a request to the applicant to revise the PUD plan..
5. A preliminary landscaping plan needs to be provided at a scale of 1" equals 50' or smaller so that there is no confusion in the future when building permits applications are submitted and reviewed. This plan should include notated widths of landscaped areas particularly along public street frontages and along the edges of common area drives. The plan does not appear to show the 20 feet of green space required by the Design Guidelines. Along common area drives where the property line is in the middle of the proposed drive, the required interior lot line landscaping of 10 feet will need to be transferred to the back of curb of such shared drives.

6. If there are any drive-up windows proposed in this development they must be clearly identified and labeled on the PUD plan.
7. There is a data table on the PUD plan that shows composite open space on the combined four lots to be 18.0 percent. This is considerably less than the 25 percent that was set forth in the previous PUD plan text for each lot in Replat Six. The previous PUD plan text also required at least 10 percent greenspace in the parking areas and no data is presented on this item in the proposed PUD plan.
8. A preliminary drainage plan needs to be provided that identifies a preliminary layout of proposed storm sewers. This is needed so that when a particular lot applies for a building permit it can be determined how it's drainage should be handled relative to adjacent lots. For example, it will not be appropriate for Lot 1 to surface drain onto Lots 3 and/or 4. A storm sewer layout plan must be prepared so that individual applicants will know what is expected to be constructed on their lot. An alternative would be to construct a backbone storm sewer as part of common area improvements.
9. The plan shows a proposed easement along the common lot line between Lots 2 and 3 for the benefit of Lots 1, 2 and 3. Again, to avoid conflicts with whom is to construct this sewer when individual building permit applications are made, I recommend that this be installed as part of the common area improvements.
10. The proposed drive entrance opposite the intersection of Port Grace Blvd and Southport Parkway is likely to be congested since one must immediately turn either left or right as soon as one enters from the street. Further, vehicles stacked waiting to exit at this location are likely to block the path of inbound vehicles. The layout needs to be redesigned at this location and lot lines changed if necessary. Lot 1 has only one drive entrance to it's parking lot and has no internal circulation with Lots 2, 3, and 4. This is a poor design and not representative of a planned development.
11. The extent of shared access driveways needs to be identified on the plan through shading/hatching or preparation of a separate plan to clearly show the extent of such common area improvement. These roadways shall be paved with not less than 7-inch thick Portland cement concrete pavement to a width of at least 25 feet.
12. The applicant should be reminded of the need to comply with FAA regulations due to the regulated airspace for the Millard Airport affecting this property.

I recommend that the PUD plan be revised and resubmitted prior to consideration by the Planning Commission. The language of the PUD amendment should be prepared prior to the request moving forward to City Council.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

cc: File



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LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

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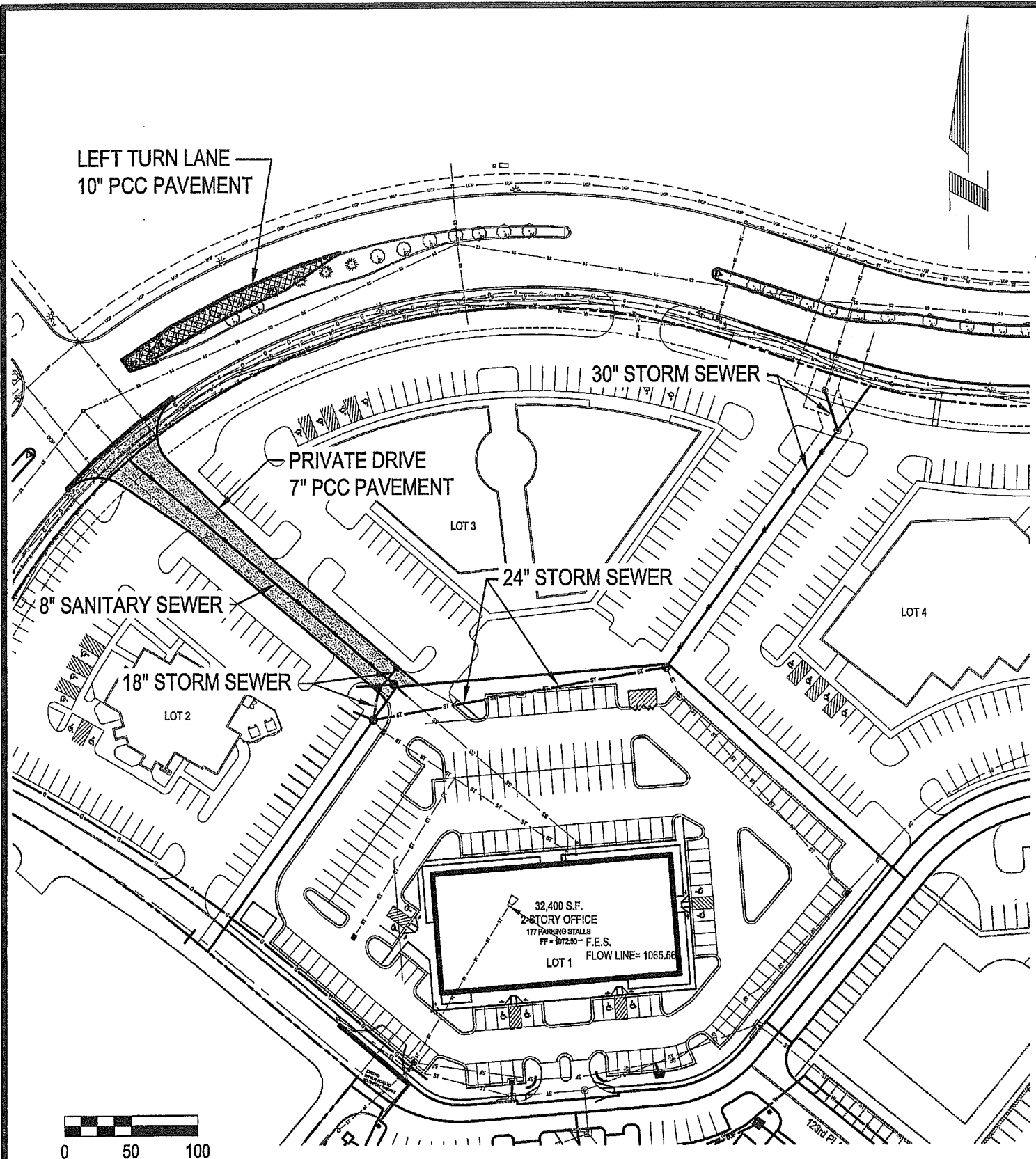
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TO: CITY PLANNER  
FROM: CHIEF BOB LAUSTEN  
SUBJECT: SOUTHPORT EAST REPLAT 9  
DATE: 4/5/2007  
CC:

---

The Police Department has reviewed the provided documents relating to the final plat, Southport East Re-plat 9.

There were no concerns identified by police.



Scale: 1" = 100'



**E&A CONSULTING GROUP, INC.**  
 ENGINEERING • PLANNING • FIELD SERVICES  
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: KC

Chkd by: \_\_\_\_\_

Chkd by: \_\_\_\_\_

Job No.: 2000.030.030

Date: 06/26/07

## EXHIBIT "E"

COMMON AREA IMPROVEMENTS  
 SOUTHPORT EAST REPLAT NINE

SARPY COUNTY, NEBRASKA

LEFT TURN LANE  
10" PCC PAVEMENT

PORT GRACE BLVD

SOUTHPORT PARKWAY



Scale: 1" = 40'



**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES  
330 NORTH 117TH STREET OMAHA, NE 68164 PHONE: (402) 895-4700

Drawn by: KC

Chkd by: \_\_\_\_\_

Chkd by: \_\_\_\_\_

Job No.: 2000.030.030

Date: 06/26/07

**EXHIBIT "F"**

**IMPROVEMENTS TO SOUTHPORT PARKWAY**

**SOUTHPORT EAST REPLAT NINE**

SARPY COUNTY, NEBRASKA

**CITY OF LA VISTA  
PLANNING & ZONING  
APPLICATION FORM**

#2000 030.30

**CHECK APPLICATION(S) SUBMITTED:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Comprehensive Plan Amendment   | <input type="checkbox"/> Administrative Plat        | <input type="checkbox"/> Preliminary P.U.D.     |
| <input type="checkbox"/> Rezoning                       | <input type="checkbox"/> Preliminary Plat *         | <input type="checkbox"/> Final P.U.D.           |
| <input type="checkbox"/> Zoning/Subdivision Amendment   | <input type="checkbox"/> Revised Preliminary Plat   | <input type="checkbox"/> Building Design Review |
| <input type="checkbox"/> Conditional Use Permit         | <input checked="" type="checkbox"/> Final Plat      | <input type="checkbox"/> Site Plan Review       |
| <input type="checkbox"/> Condition Use Permit Amendment | <input type="checkbox"/> Replat or Small Tract Sub. | <input type="checkbox"/> Other: _____           |
| <input type="checkbox"/> Tower Development Permit       | <input type="checkbox"/> Vacation of Plat           | _____   |

\* A pre-application meeting is required prior to submittal.

**A. GENERAL INFORMATION**

**1. Applicant:**

Name: JOHN L. HOICH Contact: \_\_\_\_\_  
Address: 4418 S. 180TH STREET  
City/State/Zip: OMAHA, NE 68135  
Phone/Fax: 333-1919

**2. Property Owner: (if not applicant)**

Name: JOHN L. HOICH Contact: \_\_\_\_\_  
Address: 4418 S. 180TH STREET  
City/State/Zip: OMAHA, NE 68135  
Phone/Fax: 333-1919

**3. Engineer/Surveyor or Architect**

Name: E&A CONSULTING GROUP Contact: JEFF ELLIOTT  
Address: 330 N. 117TH STREET  
City/State/Zip: OMAHA, NE 68154  
Phone/Fax: 895-4700/895-3599  
Email: jelliott@eacg.com

**4. Primary Project Contact: (Applicant, Representative, or Other)**

Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- If more than one property owner or developer is involved, please attach additional names and addresses to this application.
- The contact person will receive all staff correspondence.

Please note that your application will not be accepted or there may be a delay in processing by the Community Development Department if any of the required information or materials are missing or improperly presented. In order to ensure that a complete application is provided and to avoid unnecessary delays in processing, please remember to submit the appropriate submittal requirements i.e., signed application, fees, exhibits and/or site plans, special studies if applicable and signed checklist. If you have any questions regarding this application or required materials, please contact the Community Development Department at (402) 331-4343 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

**5. Certification:**

An application may be filed only by the owner(s) of the property or by a person with the power of attorney from the owner authorizing the application, or by the attorney-at-law representing the owner. Indicate your authority.

☒ X

I (We) (am) (are) the sole owner(s) of the property.

\_\_\_\_\_

I have the power of attorney from the property owner(s) authorizing the application and a copy of the authorization is attached.

\_\_\_\_\_

I am the attorney at law representing the owner(s) and a copy of the authorization is attached.

John L. Hoich  
Signature

John L. Hoich 4428 So. 180<sup>th</sup> St.  
Name (Print) Address

X Joe M. McDermott  
Signature

9814 E. 68135  
Address

Joseph McDermott

**NOTE:** ALL APPLICATIONS MUST HAVE THE CURRENT PROPERTY OWNER'S SIGNATURE(S), OR THE PERSON WITH THE PROPER POWER OF ATTORNEY SIGNATURE, NOTARIZED BY A CERTIFIED NOTARY PUBLIC (ATTACH IF NECESSARY)

**6. Affiliated Application:**

An applicant may wish to increase the property considered under this application to include surrounding owners. By signing below, an adjoining property owner can state their intent to be party to this application (attach additional sheet if necessary. A legal description must also be attached for each property owner.

Signature

Name (Print)

Address

Signature

Name (Print)

Address

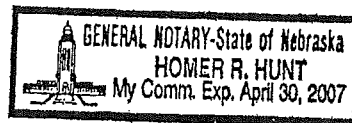
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

On this 5<sup>TH</sup> day of JUNE, 2006, before me a Notary Public,  
duly commissioned and qualified in and for said County, appeared John L. Hoich,  
\_\_\_\_\_ who is the identical person whose name is affixed to  
the Planning and Zoning application, and acknowledged the execution thereof to  
be his/her voluntary act and deed.

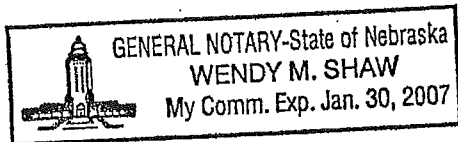
WITNESS my hand and Notarial Seal the day and year last above written.

Homer R. Hunt  
Notary Public



STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS    )

On this 27 day of July, 2006, before me, a Notary Public qualified in said County, personally appeared Joe McDermott, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Wendy M. Shaw  
Notary Public

B. PROJECT INFORMATION:

1. Subdivision Name: SOUTHPORT EAST REPLAT NINE
2. Project Location: 1/4 1/4 Section 18, T 14, R 12, Sarpy County, Nebraska.  
General Location: SOUTHPORT PARKWAY & GILES ROAD
3. Project/Property Address (if known): \_\_\_\_\_
4. Area: 8.884 (acres)
5. Future Land Use Designation (Comprehensive Plan): Commercial
6. Proposed Land Use Designation (if applicable): \_\_\_\_\_
7. Existing Zoning Designation: (attach additional sheet if necessary)

Zoning	Acres	Lots	Units	Density
C3-PUD	8.884			
Total				

8. Proposed Zoning Designation (attach additional sheet if necessary)

Zoning	Acres	Lots	Units	Density
C3-PUD	2.787	1		
C3-PUD	1.569	2		
C3-PUD	2.386	3		
C3-PUD	2.142	4		
Total	8.884	4		

9. Present Use of the Land: VACANT
10. Proposed Request: OFFICE & COMMERCIAL

11. If commercial\industrial\office or multi-family residential:

- a. Number & type of units\buildings: \_\_\_\_\_
- b. Total building coverage (footprint): \_\_\_\_\_ square feet.
- c. Total open space: \_\_\_\_\_ square feet.
- d. Total paved impervious area: \_\_\_\_\_ square feet.
- e. Total building floor area: \_\_\_\_\_ gross square feet.
- f. Total number of parking spaces: Provided \_\_\_\_\_ Covered \_\_\_\_\_ Uncovered \_\_\_\_\_
- g. Total number of persons employed or intended to be regularly employed on the site during the maximum working shift \_\_\_\_\_.



12. Building Height: \_\_\_\_\_ feet \_\_\_\_\_ stories.
13. If single family residential:
- Number of units/lots: \_\_\_\_\_
  - Minimum lot frontage as measured at building setback line: \_\_\_\_\_
  - Minimum lot size: \_\_\_\_\_ square feet
  - Average lot size: \_\_\_\_\_ square feet
14. Attach Legal Description of Property and Surveyor's Certificate.
15. Attach list of Property Owners located within 300 feet of proposed project. (Must be prepared by a title company and in label-ready format).
16. Attach site plan and/or other documents that illustrate this request.
17. Include appropriate application fee.
18. For public hearing presentation, overhead transparencies or other approved form of projected illustrations identical to any display boards being used are required.

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**FOR OFFICE USE ONLY**

Project Case Number _____	Planning Commission _____
	Published: _____
	Action: _____
ate Complete Application Received _____	City Council _____
	Published: _____
	Action: _____
eck Number/Amount _____	Posted on Property: _____
	Notice to School District: _____

ier Comment (s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

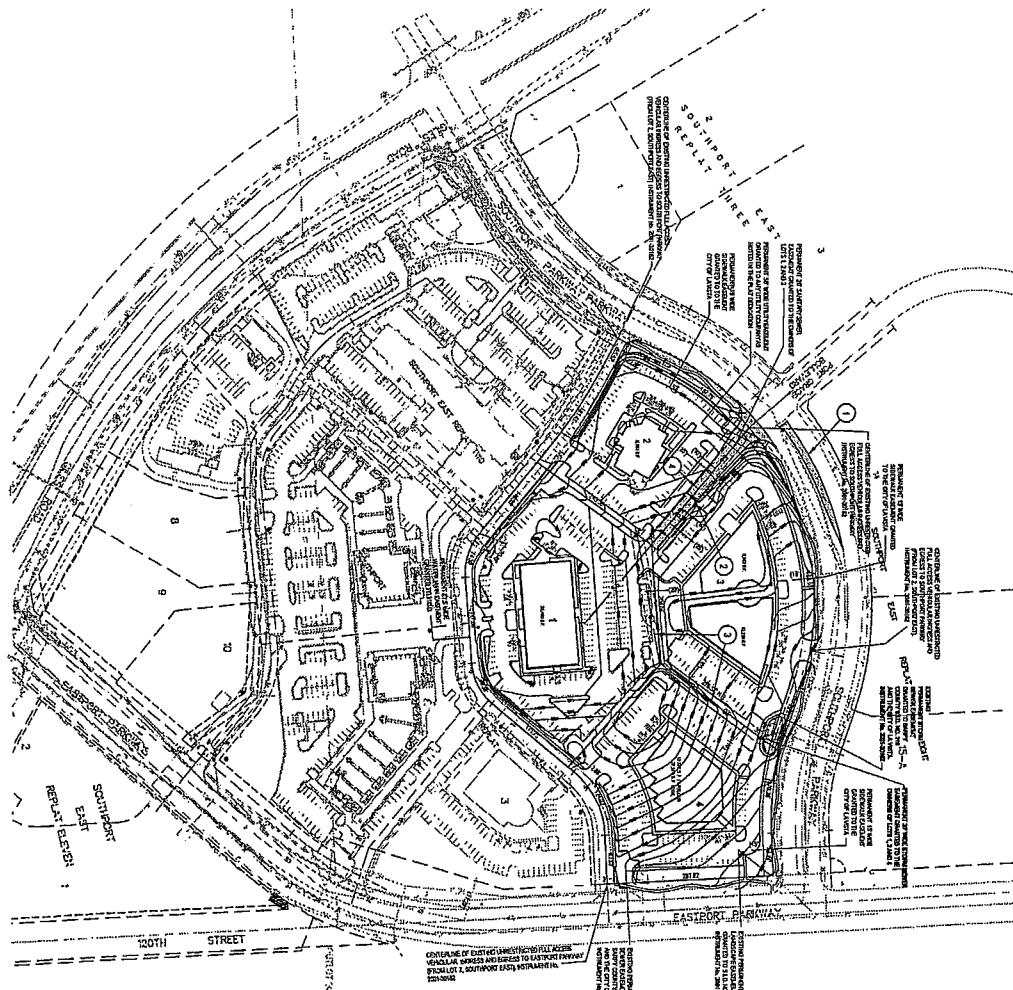
# UTILITIES & IMPROVEMENTS

(Must be Submitted when Public Improvements are Proposed and/or Required)

	FINANCING %						
	Proposed			Private	S.I.D.		
	Existing	Quantity	Cost		Special	G.O.	Reimbursables
Sanitary Sewer							
Storm Sewer							
Drainage							
Major							
Collector							
Minor							
Driveways							
Parks & Open Space							
Recreation Facilities							
Water							
Electricity							
Other							
<b>TOTALS</b>							

Electricity: Above Ground \_\_\_\_\_ Below Ground \_\_\_\_\_  
 Estimated Total Taxable Valuation: Land: \_\_\_\_\_ Improvements: \_\_\_\_\_  
 Payments: \_\_\_\_\_ Filed: \_\_\_\_\_ Debt Ratio: \_\_\_\_\_

**\*\*Attach Itemized Estimate**



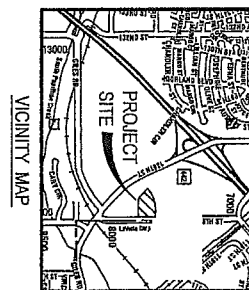
- COMMON AREA IMPROVEMENTS:**
1. LEFT TURN LANE OFF SOUTHPORT PARKWAY AT PORT CHASE BOULEVARD INTERSECTION.
  2. STAFFING STREETS ALONG LOT LINE BETWEEN LOTS 2 & 3 FOR BENEFIT OF LOTS 1 & 2.
  3. STORM SEWER ALONG LOT LINE BETWEEN LOTS 3 & 4 FOR BENEFIT OF LOTS 1 THROUGH 4.
  4. PRIVATE DRIVE F.P.C.

PARKING SPACES	
EXISTING	ADDED
1	100
2	80
3	100
4	100
TOTAL	280

LOT #	AREA	OFFER	% COVER	PARKING
1	121,429 S.F.	121,429 S.F.	100%	100
2	103,848 S.F.	103,848 S.F.	100%	80
3	103,848 S.F.	103,848 S.F.	100%	100
4	103,848 S.F.	103,848 S.F.	100%	100
TOTAL	433,973 S.F.	433,973 S.F.	100%	280

LOT #	AREA	OFFER	% COVER	PARKING
1	121,429 S.F.	121,429 S.F.	100%	100
2	103,848 S.F.	103,848 S.F.	100%	80
3	103,848 S.F.	103,848 S.F.	100%	100
4	103,848 S.F.	103,848 S.F.	100%	100
TOTAL	433,973 S.F.	433,973 S.F.	100%	280

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4	103,848 S.F.	103,848 S.F.	100%	100
TOTAL	433,973 S.F.	433,973 S.F.	100%	280



**LEGAL DESCRIPTION:**  
BEING A NEW LAYING OFF OF LOTS 1 & 2, SOUTHPORT EAST REPLAT NINE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 5TH P.M., SHERIDAN COUNTY, MONTANA.

**CONTAINING AN AREA OF 8.86 ACRES, MORE OR LESS.**

**DEED OWNER:**  
JOHN L. HODGINS AND JOE MCGOWAN ASSOC., INC.  
4000 N. 10TH STREET  
OAKLAND, NE 68130

**EXISTING C-1:**  
PROPOSED C-2, LOTS 1 THROUGH 4 INCLUSIVE

**NOTES:**

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE PARALLEL TO CURVED STREET'S UNLESS SHOWN AS NON-PARALLEL, IN ALL.
3. ALL DIMENSIONS AND ANGLES SHOWN WITH DIMENSIONS ARE FOR THE LOCATION OF EASEMENTS.
4. SETTING RESTRICTIONS: DIRECT VEHICLES AS ACCESS SHALL NOT BE ALLOWED TO SOUTHPORT PARKWAY, EASTPORT PARKWAY OR CLEGG ROAD FROM ANY LOTS ADJACENT TO SOUTHPORT PARKWAY, EXCEPT AT THE LOCATIONS NOTED AND SHOWN, POSTED AND/OR SIGNAGE, AND ALSO EXCEPT AS SHOWN AND NOTED ON THE SOUTHPORT PARKWAY, EASTPORT PARKWAY, CLEGG ROAD AND SOUTHPORT PARKWAY, AND ALSO EXCEPT AS SHOWN AND NOTED ON THE SOUTHPORT PARKWAY, EASTPORT PARKWAY, CLEGG ROAD AND SOUTHPORT PARKWAY.
5. A PERMANENT EASEMENT, VEHICLES, AND ACCESS, PARKING, STORMWATER AND SEWERAGE, SHALL BE GRANTED TO THE OWNERS OF LOTS 1 THROUGH 4 INCLUSIVE, SOUTHPORT EAST REPLAT NINE, AND ALSO EXCEPT AS SHOWN AND NOTED ON THE SOUTHPORT PARKWAY, EASTPORT PARKWAY, CLEGG ROAD AND SOUTHPORT PARKWAY, AND ALSO EXCEPT AS SHOWN AND NOTED ON THE SOUTHPORT PARKWAY, EASTPORT PARKWAY, CLEGG ROAD AND SOUTHPORT PARKWAY.
6. A PERMANENT EASEMENT, VEHICLES, AND ACCESS, PARKING, STORMWATER AND SEWERAGE, SHALL BE GRANTED TO THE OWNERS OF LOTS 1 THROUGH 4 INCLUSIVE, SOUTHPORT EAST REPLAT NINE, AND ALSO EXCEPT AS SHOWN AND NOTED ON THE SOUTHPORT PARKWAY, EASTPORT PARKWAY, CLEGG ROAD AND SOUTHPORT PARKWAY, AND ALSO EXCEPT AS SHOWN AND NOTED ON THE SOUTHPORT PARKWAY, EASTPORT PARKWAY, CLEGG ROAD AND SOUTHPORT PARKWAY.

Proj. No.	Revision
P98-00-000-001	
Date:	03/28/2007
Drawn By:	JST
Drawn By:	LEB
Scale:	1" = 100'
Sheet:	1 of 1

PUD PLAN

SOUTHPORT EAST REPLAT NINE  
LAWTON, KENTUCKY



**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

332 NORTH 117TH STREET CHAMPAIGN, IL 61814  
PHONE: (815) 415-4788 FAX: (815) 415-3299  
www.eagroup.com

LOTS 1 THRU 4 INCLUSIVE

NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



- EAST REPEAT NINE**

This point of **SOUTHPORT EAST REPLAT NINE** (lots numbered as above) was approved by the City Council of the City of Las Vegas, Nevada, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in accordance with the State Statutes of Nevada.

Meyer

This plot of SOUTHPORT EAST REPLAT NINE (lots numbered as shown) was approved by the City Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_.

**Chairman of La Vista City Planning Commission**

HOTEL owners of the property described in the Certificate of Survey and returned within the period specified by the provisions of the Act.

The land was divided into lots and each lot was numbered and named as follows:

Lot 1 contained said land to be subdivided into six separate lots to be numbered and named as follows:

Lot A contained said land to be transferred from said SOUTHPOINT EAST REALINE (lots numbered as shown), and we do hereby certify and approve of the disposition of our property as shown on the plat, and we do hereby dedicate to the public for public use, streets, avenues and alleys, and we do hereby grant easements as shown on the plat, we do hereby grant a perpetual easement to the Ontario Public Power District, Great Communications and any

[illegible]

**By Joseph McDermott, President**

#### ACKNOWLEDGEMENT OF NOTARY

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, Henry Pridemore, a Just and Soberly, personally known to Michael Patrick, JOE McDERMOTT ACCOUNTANTS INC., who is personally known to be the identical person whose name is affixed to the Declaration on this plat and acknowledged the same to be his voluntary act and deed as each officer of said corporation.

WITNESSES my hand and Notarial Seal this day and year last above written.

#### ACKNOWLEDGEMENT OF NOTARY

On the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County, personally came John L. Hinch, who is personally known to me, the undersigned, and he acknowledged to me that he is the person whose name is affixed to the Declaration on this plat and acknowledged the same to be his voluntary act and deed.

**WITNESS** my hand and Notarial Seal the day and year first above written

COUNTY TREASURER'S CERTIFICATE

100

DATE \_\_\_\_\_

County Treasurer \_\_\_\_\_

AND HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SLIDING-ROCK DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY AT ALL CORNERS OF ALL ANGLE POINTS AND ENDS OF ALL CURVES IN SOUTHPORT EAST REPEAT LINE, BEING A REPLICATING OF LOTS 1 AND 2, SOUTHPORT EAST REPEAT SIX, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 11<sup>TH</sup> P.M., SAMPSON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SAID TRACT OF LAND CONTAINS AN AREA OF 387,010.55010 SQUARE FEET OR 8.884 ACRES, MORE OR LESS.

JASON A. HEADLEY      I.S. 604      DATE

This parcel SOUTHPORT EAST REPLAT NINE (lots numbered as above) was reviewed by the office of the Sepp County Surveyor on this \_\_\_\_\_ day of \_\_\_\_\_.

**Sheriff's Office**

## FINAL PLAT

LAVISTA, NEBRASKA



330 NORTH 117TH STREET OMAHA, NE 68154  
PHONE: (402) 895-4700 FAX: (402) 895-3559  
WWW.BACB.COM

## EXHIBIT "H"

City Engineer's Requirements for Approval of Replatting. Subdivider, to the extent not heretofore fully accomplished, shall at Subdivider's expense fully complete the following requirements of the City Engineer:

1. Perimeter sidewalks will be required as the lots are built upon.
2. There is an existing blanket ingress/egress easement over all of the proposed lots from prior platting. This blanket easement allows for sharing of the access points identified on the plat to Southport and Eastport parkways.
3. A shared access driveway must be identified on the PUD Plan through shadings/hatching or preparation of a separate plan to clearly show the extent of common area improvements.
4. The access points noted on the replat are to be consistent with previously approved locations. Driveway alignment with City parking lot driveways shall be consistent with previously approved access points on the replat and shall be verified to be such by the developer.
5. There shall be a modification to the existing island in Southport Parkway to create a left-turn bay for westbound traffic to turn left into the proposed access opposite of Port Grace Boulevard. This modification will need to be done at private expense and will require detailed plans and specifications. It shall be submitted to City for approval. Submission to City of performance bonds and insurance certificates will be required since this is a public street improvement.
6. The proposed replatting provides a blanket storm sewer and drainage easement over the replat lots. However, proposed Lot 1 will be draining across proposed Lots 3 and/or 4. The amount of drainage from proposed Lot 1 is more than should be surface drained across the adjacent lots. The PUD plan is to include a drainage plan showing a preliminary storm sewer layout.
7. The lots will have access to existing public utilities in Westport Parkway, but there will need to be common area extensions of storm and sanitary sewer to reach proposed Lot 1. These will be privately financed, owned and maintained sewers.
8. Subdivider shall prepare an amendment to the common area maintenance agreement prepared for Replat Six to reallocate costs of construction and maintenance due to the revised configuration of lots.
9. A staking bond or certification that all lot corners have been pinned should be provided prior to the Mayor signing the final plat, if it is approved.
10. Subdivider financial data for all public improvements, including itemized estimates of construction costs and soft costs, should be provided to City before consideration by the City Council. This information should identify that the funding source will be private.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO PUD PLAN — SOUTHPORT EAST REPLAT SIX & SOUTHPORT EAST REPLAT NINE (SE OF GILES RD. & SOUTHPORT PKWY)	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance prepared to amend the final planned unit development plan (PUD-1) for approximately 21.088 acres located southeast of Giles Road and Southport Parkway.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider amendments proposed by staff to the final PUD plan for approximately 21.088 acres referred to as Southport East Replat Six and Southport East Replat Nine, generally located southeast of Giles Road and Southport Parkway.

The original PUD Plan was drafted by the developer of Southport East Replat Six, however as staff has worked with the plan several provisions have been noted which conflict with the Southport East Design Guidelines. In general, the sections of the plan governing setbacks, landscaping and signage have been revised; other revisions are proposed for the sake of simplicity, consistency of language, or were unnecessary (such as some of the definitions).

The draft of the proposed amendments was mailed to the property owners and several comments have been received. Staff reviewed the comments and incorporated several additional changes into the plan. Attached is a copy of the PUD Plan which was approved with Ordinance No. 1019 and shows the proposed changes.

The Planning Commission held public hearings on March 15<sup>th</sup>, April 19<sup>th</sup> and May 17, 2007 and recommended approval of the proposed PUD amendments to the City Council as the PUD Plan complies with the intent of the Zoning Ordinance.



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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING ORDINANCE NO. 1019 BY REPEALING THE FINAL PUD DEVELOPMENT PLAN ON FILE IN THE OFFICE OF THE CITY CLERK; ESTABLISHING NEW STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance No. 848, the final PUD-1 (Planned Unit Development) plan for Lots 1 thru 10, Southport East Replat Six is amended for the following described real estate, to wit:

### LEGAL DESCRIPTION

LOTS 3-10, SOUTHPORT EAST REPLAT SIX, AND LOTS 1-4, SOUTHPORT EAST REPLAT NINE, SUBDIVISIONS LOCATED IN THE SE ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, GENERALLY LOCATED SE OF GILES ROAD AND SOUTHPORT PARKWAY.

Section 2. This document provides for a PUD plan for development of a planned commercial center that will service not only the city, but also the surrounding market area. Such commercial center is characterized by attached and free-standing retail, lodging, office, dining and entertainment establishments served by parking areas, and uniquely located on a tract of land that has an area of approximately 21.088 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

### Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Developer" shall mean John L. Hoich and Joe McDermott Associates, Inc; its successors and assigns.

- B. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.
- C. "Landscaping Easement" shall mean that area adjacent to the street right-of-way providing for required street trees and landscape material.
- D. "Open Space" shall mean anything on the site except buildings, parking lots and vehicular circulation areas, generally pervious, but may include well landscaped pedestrian plazas.
- E. "Planned Unit Development Plan" shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, conceptual PUD Site Plan and PUD Plan narrative.
- F. "Plat" or "the Plat," shall mean the final plat approved by the City Council.
- G. "Southport East Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture, a copy of which is attached to Ordinance No. 1019 as Exhibit "C".
- H. "Subdivision" shall mean the 21.088 acres of land described in Section 1 above, to be known as "Southport Center."

#### Section 4. Conceptual PUD Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

#### Section 5. Allowed Uses

Unless otherwise provided in this Ordinance, all Permitted Uses and Permitted Conditional Uses allowed within the C-3 Highway Commercial/Office Park District shall be allowed in Southport Center except as modified below:

- A. The following uses shall be prohibited:
  - i. Automobile/motor vehicle sales
  - ii. Uses listed as exempt from property taxes under Neb. RS 77-202.

#### Section 6. Building Design Guidelines and Criteria



A copy of the Southport East Design Guidelines in the form approved and amended by the City is attached to Ordinance No. 1019 as Exhibit "C". All applications shall adhere to requirements of the approved PUD Plan and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. The Southport East Design Guidelines take the place of the City's Commercial Building Design Guide and Criteria dated September 15, 1999. The City Administrator shall make the final determination in the event of a conflict.

#### Section 7. Conditions of the PUD-1 District

Section 5.15 of the La Vista Zoning Ordinance No. 848 includes the PUD -1 Planned Unit Development Overlay District and establishes certain regulations and guidelines pertaining to accompanying information required on a plat, site plan and/or conditional use permit. The Southport Center development shall comply with Section 5.15.04 of the Zoning Ordinance.

##### A. General Conditions

The Conceptual PUD Site Plan incorporates commercial uses (office, retail and restaurants) on Lots 3-10, Southport East Replat Six, and Lots 1-4 Southport East Replat Nine.

In addition, the following general site plan criteria shall be integrated into and made part of the Southport Center PUD Plan.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this PUD Plan and Southport East Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Southport Center PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

##### B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the C-3, Gateway Corridor and PUD-1 zoning districts shall apply to any development within the identified area. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by

the general public through the use of architectural features or earth berming and landscaping.

- i. The intent of the design and layout for 3-10, Southport East Replat Six, and Lots 1-4, Southport East Replat Nine is to develop retail, restaurant(s), hotel(s) and office center(s) and/or individual businesses.
  - a. Building Height. Within these lots, permitted building heights will be a maximum of fifty-five (55) feet above the average finished grade of the ground at the perimeter of the building.
  - b. Building Setback. No part of any free standing or multiple-attached building shall be erected within ten (10) feet of the property line. The front yard, side yard and rear yard setbacks abutting a shared access easement will be no closer than (10) feet from the back of the private street curb.
  - c. Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating the natural landscape and topography with the introduction of permanent earth berming of no less than two (2) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.
  - d. Landscaping. Landscape will include the integration of recommended overstory and understory trees, shrubs and ornamental grasses per the Southport East Design Guidelines. A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport Center Development and its approved guidelines.
  - e. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations and Southport East Design Guidelines.

- f. Public Spaces. Feature lakes, detention pond areas, easements for public amenities, sidewalks within open areas, pedestrian plazas and paved outdoor spaces (excluding parking lots) are encouraged to link commercial areas with pedestrian plazas and to create interaction.

C. Commercial, Office and Mixed Use Site Design Guidelines

Off-street parking should be behind or beside the building when possible. Buildings should be arranged to create view corridors between pedestrian destinations within and adjacent to the site including building entrances and open spaces. The corners of street intersections and/or shared access easements, particularly site entries, should be distinguished by special landscape or architectural treatments. The use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is strongly encouraged. Overhead doors and loading docks shall be totally screened from public streets. When possible, the integration of storm drainage and detention should be designed to enhance the public space.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in the identified area shall be provided based on Section 7.06 of the Zoning Ordinance , or the aggregate ratio of four and a half (4.5) off-street parking spaces per one thousand (1,000) square feet of gross leasable floor area of multi-tenant flex buildings, unless off-site/public parking is utilized with approval of the city.
  - a. Landscaping.
    - (1) Off-street parking areas containing twenty-five (25) or more parking spaces shall provide internal landscaping, other than that required in a buffer zone or along street frontages, and shall be protected by a concrete curb.



- (2) Landscape islands a minimum of seven (7) feet in width shall be provided at the end of all parking rows. In addition, landscape islands a minimum of seven (7) feet in width shall be provided throughout the parking lots such that no parking space is farther than one hundred twenty (120) feet away from any landscaped space.
- (3) Required trees shall be located to minimize potential damage to vehicles, to insure adequate sight distance, and the maneuvering of emergency vehicles within the development and each lot.
- (4) The internal landscaped areas shall be located to direct traffic, dispersed throughout the lot to improve site aesthetics, and installed so that, when mature, it does not obscure traffic signs, fire hydrants, lighting, drainage patterns on site or adjacent properties, or obstruct vision for safety of ingress or egress.
- (5) Parking areas shall be screened, recessed, or otherwise constructed and located so as to prevent the glare from automobile headlights illuminating adjacent properties and to minimize negative views from public streets.
- (6) Parking area lighting shall be in accordance with the Southport East Design Guidelines. A lighting plan shall be submitted for review in conjunction with the building design and landscaping plan.
- (7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified by the Southport East Design Guidelines.

Section 8. This Ordinance shall be in full force and effect after its passage approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF AUGUST, 2007.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

I:\Administration\BRENDA\WORD\COUNCIL\ORDINANC\Southport East Replat 6 & 9 PUD Plan - amend 8-7-07.doc

## PUD PLAN

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

Section 1. In accordance with Section 5.15 of the La Vista Zoning Ordinance No. 848, the final PUD-1 (Planned Unit Development) plan for ~~Lot 3~~ Lots 1 thru 10, Southport East Replat ~~Two Six~~ is ~~developed~~ amended for the following described real estate, to wit:

### LEGAL DESCRIPTION

~~See exhibit "A" attached hereto and made a part hereof. LOTS 3-10, SOUTHPORT EAST REPLAT SIX, AND LOTS 1-4, SOUTHPORT EAST REPLAT NINE, SUBDIVISIONS LOCATED IN THE SE ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, GENERALLY LOCATED SE OF GILES ROAD AND SOUTHPORT PARKWAY.~~

Section 2. This document provides for a PUD plan for development of a planned commercial center that will service not only the city, but also the surrounding market area. Such commercial center is characterized by attached and free-standing retail, lodging, office, dining and entertainment establishments served by parking areas, and uniquely located on a tract of land that has an area of approximately 21.088 acres. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

### Section 3. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

~~A. "Anchor Store" shall mean a store containing not less than 35,000 square feet of gross leasable floor area that is part of, or attached to, the shopping center.~~

~~B.A.~~ "Developer" shall mean ~~R.S. Land, Inc.~~ John L. Hoich and Joe McDermott Associates, Inc.; its successors and assigns.

~~C. "Enclosed Mall" shall mean the enclosed mall portion of the project, exclusive of Anchor Stores.~~

~~D. "Flex Space" shall mean a generic term for smaller footplate buildings combining light manufacturing and warehousing uses with storefront retailing.~~



Usually having a limited amount of large rear door access and a significant retail appearance to the front.

~~E.~~ “Free Standing building” shall refer to any building or similar structure other than the Enclosed Mall that houses a single tenant or owner, each of whom conducts a separate business within that building or similar structure.

~~F.B.~~ “Gateway Corridor District” or “La Vista Gateway Corridor District” shall mean the City’s overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

~~G.C.~~ “Landscaping Easement” shall mean that area adjacent to the street right-of-way providing for required street trees and landscape material.

~~H.~~

~~I.~~ “Multiple attached Building” shall refer to any building or similar structure that houses more than a single tenant or owner, and in which numerous, discrete business activities are conducted.

~~J.D.~~ “Open Space” shall mean anything on the site except buildings, parking lots and vehicular circulation areas, generally pervious, but may include well landscaped pedestrian places/plazas, pools, pool decks and roof gardens.

~~J.E.~~ “Planned Unit Development Plan” shall mean a plan developed and approved that outlines certain provisions for the property and its uses. Such plan shall consist of the final plat, design guidelines, conceptual PUD Landseaping, eteite Plan and PUD Plan narrataive.

~~K.F.~~ “Plat” or “the Plat,” shall mean the final plat approved by the City Council.

~~L.G.~~ “Southport East Design Guidelines” shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture, a copy of which is attached to ~~this Agreement~~ Ordinance No. 1019 as Exhibit “C” hereto.

~~M.H.~~ “Subdivision” shall mean the 21.088 acres of land described in Exhibit “A” hereto Section 1 above, to be known as “Southport Center.”

~~Section 4. Parcel Identification Map~~

~~Attached hereto and made a part of this PUD plan for parcel delineation is the parcel Identification Map for the Southport East PUD (Planned Unit Development), marked Exhibit "B".~~

Section ~~54~~. Conceptual PUD Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section ~~65~~. Allowed Uses

Unless otherwise provided in this Ordinance, all ~~Permitted~~ Permitted Uses and Permitted Conditional Uses allowed within the C-3 Highway Commercial/Office Park District shall be allowed in Southport ~~Village-Center~~ except as modified below:

- A. The following uses shall be prohibited:
- i. Automobile/motor vehicle sales
  - ii. Uses listed as exempt from property taxes under Neb. RS 77-202.

Section ~~76~~. Building Design Guidelines and Criteria

~~The developer shall present to City for its review and approval or modification specific design criteria in the form of the "Southport East Design Guidelines" as the design criteria to be utilized in the Subdivision.~~ A copy of the Southport East Design Guidelines in the form approved and amended by the City is attached to ~~this PUD Plan~~ Ordinance No. 1019 as Exhibit "C". All applications shall adhere to requirements of the approved PUD Plan and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. ~~Generally, the~~ The Southport East Design Guidelines ~~of the PUD Plan~~ take the place of ~~Appendix A, B, and C~~ of the City's Commercial Building Design Guide and Criteria dated September 15, 1999. The City Administrator shall ~~make the final determination~~ determine which design criteria is applicable in the event of a conflict. ~~between the two documents reference herein.~~

Section ~~87~~. Conditions of the PUD-1 District

Section 5.15 of the La Vista Zoning Ordinance No. 848 includes the PUD -1 Planned Unit Development Overlay District ~~(PUD)~~ and establishes certain regulations and guidelines pertaining to accompanying information required on a ~~Plat~~ plat, Site-site Plan-plan and/or conditional use permits. ~~The Southport Center dAll uses shall adhere to the underlying zoning district except as herein provided.~~ development shall comply with Section 5.15.04 of the Zoning Ordinance.



A. General Conditions

The ~~Parcel Identification Map and~~ Conceptual PUD Site Plan incorporates commercial uses (office, ~~and retail~~ and restaurants) on Lots ~~1-103-10,~~ Southport East Replat Six, and Lots 1-4 Southport East Replat Nine.

In addition, the following general site plan criteria shall be integrated into and made part of the Southport Center PUD Plan.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this PUD Plan and Southport East Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Southport Center PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this PUD Plan, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the ~~appropriate commercial~~ C-3, Gateway Corridor and PUD-1 zoning districts shall apply to any development within the identified area. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berming and landscaping.

- i. The intent of the design and layout ~~of this development (for Lots 1-103-10, Southport East Replat Six, and Lots 1-4, Southport East Replat Nine~~ is to develop retail, restaurant(s), hotel(s) and office center(s) and/or individual businesses.
  - a. Building Height. Within these lots, permitted building heights will be a maximum of fifty-five (55) feet above the average finished grade of the ground at the perimeter of the building.
  - b. Building Setback. No part of any free standing or multiple-attached building shall be erected within ten (10) feet of the property line. The front yard, side yard and rear yard set backs ~~(those not abutting a street right-of-way)~~ abutting a shared access easement will be no

- closer than (10) feet ~~of the property line~~from the back of the private street curb.
- c. Open Space/Buffer. The minimum required open space for each lot in this Parcel shall be equal to at least twenty-five percent (25%) of the gross area of the lot. Parking areas, except for driveways shall be effectively screened from general public view by incorporating the natural landscape and topography with the introduction of permanent earth berming of no less than two ~~and one half~~ (2-1/2) feet above the top of curb of the adjacent public street. In any case, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped areas may be included as part of the 25% total open space. Landscaped islands within the parking area shall have ground cover of sodded grass, shrubs or other acceptable living plant material, unless the City specifically approves an alternate ground cover as part of the site plan review.
- d. Landscaping. Landscape will include the integration of recommended overstory and understory trees, shrubs and ornamental grasses ~~(Exhibit D) throughoutper the Southport East Design Guidelines. The minimum landscaping required shall be two (2), 2-2 1/2" caliper trees and five (5), shrubs or ten (10) clump ornamental grasses at 18-24" in height per one thousand (1,000) square feet of open space in each lot of the Parcel. The minimum height of coniferous trees shall be six (6) feet and may be counted as 2-2 1/2 inch caliper. These are minimum requirements.~~ A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Southport Center Development and its approved guidelines.
- e. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations and ~~design guide except as modified herein.~~Southport East Design Guidelines.
- f. Public Spaces. Feature lakes, detention pond areas, easements for public amenities, sidewalks within open areas, pedestrian plazas and paved outdoor spaces (excluding parking lots) are encouraged ~~in order~~ to link commercial areas with pedestrian plazas and to create interaction.

C. Commercial, Office and Mixed Use Site Design Guidelines



Off-street parking should be behind or beside the building when possible. Buildings should be arranged to create view corridors between pedestrian destinations within and adjacent to the site including building entrances and open spaces. The corners of street intersections and/or shared access easements, particularly site entries, should be distinguished by special landscape or architectural treatments. The use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is strongly encouraged. ~~The design of all streets and parking lots shall permit the travel of the fire department's vehicle access requirements.~~ Overhead doors and loading docks shall be totally screened from public streets. When possible, the integration of storm drainage and detention should be designed to enhance the public space.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in the identified area shall be provided based on Section 7.06 of the Zoning Ordinance, or the aggregate ratio of four and a half (4.5) off-street parking spaces per one thousand (1,000) square feet of gross leasable floor area of ~~improvements constructed on each lot~~ multi-tenant flex buildings, unless off-site/public parking is utilized with approval of the city.
  - a. Landscaping.
    - (1) Off-street parking areas containing twenty-five (25) or more parking spaces shall provide internal landscaping, other than that required in a buffer zone or along street frontages, and shall be protected by a concrete curb.
    - (2) Landscape islands a minimum of seven (7) feet in width shall be provided at the end of all parking rows. In addition, landscape islands a minimum of seven (7) feet in width shall be provided throughout the parking lots such that no parking space is farther than one hundred twenty (120) feet away from any landscaped space.
    - (3) Required trees shall be located to minimize potential damage to vehicles, to insure adequate

- sight distance, and the maneuvering of emergency vehicles within the development and each lot.
- (4) The internal landscaped areas shall be located to direct traffic, dispersed throughout the lot to improve site aesthetics, and installed so that, when mature, it does not obscure traffic signs, fire hydrants, lighting, drainage patterns on site or adjacent properties, or obstruct vision for safety of ingress or egress.
  - (5) Parking areas shall be screened, recessed, or otherwise constructed and located so as to prevent the glare from automobile headlights illuminating adjacent properties and to minimize negative views from public streets.
  - (6) Parking area lighting shall be ~~shielded so as to prevent illumination of adjacent properties in accordance with the Southport East Design Guidelines.~~ A lighting plan shall be submitted ~~from~~ for review in conjunction with ~~any site plan~~ the building design and landscaping plan.
  - (7) Off-street loading areas shall not interfere with or impede the circulation or flow of traffic.

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified ~~herein. To the extent that the provisions of this PUD Plan conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of this PUD Plan shall control by the Southport East Design Guidelines.~~

~~This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto.~~

~~i. Project Directory Signs. Project Directory Signs shall be allowed on the internal roadways of the subdivision to help facilitate movement through and around the development. The sign area, setback, and number of project directional signs located within the development shall be determined in conjunction with the issuance of the sign permit for the development. The Project Directory Signs may contain directional information about the location of individual businesses within the development, and such information may be set forth the name of the business and use logos, service marks, or~~

stylized letters that are identified with that business. Any Project Directory Sign may contain the Developer's logo for the development.

ii. Center Identification Signs. Multi-tenant buildings, multi-attached buildings and free standing buildings as part of a mall in the identified area may be allowed to advertise on center Identification signs. Such signs shall be a maximum of twenty-four (24) feet in height and contain a maximum of one hundred fifty (150) square feet of signage. Center identification signs may be allowed for individual users to identify their location off of internal streets or driveways with the approval of a sign permit. Such signs may include logos; located at least twenty (20) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per entrance.

iii. Monument Signs. Monument signs for free standing buildings in the identified area shall not exceed fifteen (15) feet in height. Such signs may include logos; located at least ten (10) feet from the street right-of-way and ten (10) feet from the property line; and at not more than one per street frontage.

Section 98. ~~That~~ This Ordinance shall be in full force and effect after its passage approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
~~2006~~ 2007.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
~~Rita M. Ramirez~~ Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONSENT AND ACKNOWLEDGEMENT — FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS & RESTRICTIONS (SOUTHPORT EAST)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to authorize the execution of the City's Consent and Acknowledgement in regard to the First Amendment to the Declaration of Easements, Covenants and Restrictions (ECR's) for Lots 1-10, Southport East Replat Six.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to authorize the execution of the City's Consent and Acknowledgement in regard to the First Amendment to the Declaration of Easements, Covenants and Restrictions (ECR's) for Lots 1-10, Southport East Replat Six. The City has been advised by Shaun James, attorney for the developer, that Security National Bank, as a condition of closing the purchase of a bank site, is requiring the existing Declaration of Easements, Covenants and Restrictions (ECR's) be amended. The requested changes are acceptable to all owners of land within Lots 1-10, Southport East Replat Six. The changes contained in the First Amendment to the ECR's affects only these lots.

Section 9.18 of the ECR's as approved requires that any modification to the terms of the ECR's "shall require the consent of the City." The First Amendment has been reviewed by the City Attorney and he has indicated there is no legal impediment to the City's approval of the amendments as proposed. A Consent and Acknowledgement to Amendment of Declarations has been prepared and is attached. This document will need to be executed by the Mayor and should be filed of record with the First Amendment.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT AND ACKNOWLEDGEMENT TO THE AMENDMENT OF DECLARATIONS FOR LOTS 1-10, SOUTHPORT EAST REPLAT SIX.

WHEREAS, Section 9.18 of the Declaration of Easements, Covenants and Restrictions for Lots 1-3, Southport East Replat Two, replatted as Lots 1-10, Southport East Replat Six, requires any modifications to the terms be approved by the City; and

WHEREAS, the City has reviewed the proposed First Amendment to the Declaration of Easements, Covenants and Restrictions and finds no legal impediment to the City's approval of the amendments as proposed.

NOW THEREFORE, BE IT RESOLVED, that the First Amendment to the Declaration of Easements, Covenants and Restrictions for Lots 1-10, Southport East Replat Six as presented at the August 7, 2007 City Council meeting be, and hereby is approved, and the Mayor and City Clerk be and hereby are, authorized to execute the Consent and Acknowledgement to Amendment of Declarations on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF AUGUST, 2007.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
CONSENT AND ACKNOWLEDGEMENT  
to  
AMENDMENT OF DECLARATIONS**

This Consent and Acknowledgement is given by the City of LaVista, Sarpy County, Nebraska in regard to the First Amendment to Declaration of Easements, Covenants and Restrictions for Lots 1 and 2, Southport East Replat Two and for Lot 3 Southport East Replat Two Replatted as Lots 1 through 10, Southport East Replat Six, recorded in the Register of Deeds Office of Sarpy County, Nebraska at Instrument No. 2007-21169 (the "Amendment").

**WITNESSETH**

**WHEREAS**, the Amendment has been approved and executed by all property owners affected by the Amendment; and

**WHEREAS**, the City has the right and power to approve all amendments to the Declaration of Easements, Covenants and Restrictions for Lots 1 and 2, Southport East Replat Two and for Lot 3 Southport East Replat Two Replatted as Lots 1 through 10, Southport East Replat Six (the "Declaration"); and

**WHEREAS**, the Amendment has been reviewed and approval is recommended by the City Attorney and City of LaVista planning and administrative personnel; and

**WHEREAS**, the Amendment has now been brought before the City Council for the City of LaVista, and the Council agrees that approval of the Amendment is in the best interest of the City of LaVista and the Southport East development.

**NOW THEREFORE**, the City Council hereby consents and approves of the First Amendment to Declaration of Easements, Covenants and Restrictions for Lots 1 and 2, Southport East Replat Two and for Lot 3 Southport East Replat Two Replatted as Lots 1 through 10, Southport East Replat Six, and authorizes the recording of this Consent and



Acknowledgement in the Register of Deeds Office of Sarpy County, Nebraska as evidence of such approval.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

ATTEST: CITY OF LA VISTA

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

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

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Buethe, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Sixth Amendment to Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

\_\_\_\_\_  
Notary Public

Recording Instructions: To be recorded against Lots 1 thru 10, Southport East Replat Six (a replat of Lots 1, 2 and 3, Southport East Replat Two).

After recording, return to: Shaun James, Slusky Law, LLC, Suite 300, 17445 Arbor Street, Omaha, NE 68130

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**FIRST AMENDMENT TO**  
**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**  
**FOR LOTS 1 AND 2, SOUTHPORT EAST REPLAT TWO**  
**AND FOR LOT 3 SOUTHPORT EAST REPLAT TWO**  
**REPLATTED AS LOTS 1 THROUGH 10, SOUTHPORT EAST REPLAT SIX**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 AND 2, SOUTHPORT EAST REPLAT TWO AND FOR LOT 3 SOUTHPORT EAST REPLAT TWO REPLATTED AS LOTS 1 THROUGH 10, SOUTHPORT EAST REPLAT SIX (herein "Amendment"), amends the above described Declaration of Easements, Covenants and Restrictions dated May 3, 2007 and recorded on May 4, 2007 in the office of the Register of Deeds, Sarpy County, Nebraska as Instrument Number 2007-13018 (the "Declaration") is made effective as of \_\_\_\_\_, 2007, by JOE MCDERMOTT ASSOCIATES, INC, a Nebraska corporation ("McDermott"), JOHN L. HOICH, an unmarried person ("Hoich"), SIMMONDS PROPERTIES, LTD., a Nebraska limited partnership ("Simmonds"), LAVISTA LODGING INVESTORS, LLC, a Wisconsin limited liability company ("Hotel Owner"), and DES MOINES LODGING INVESTORS III, LLC, a Wisconsin limited liability company ("Restaurant Owner"). Individually McDermott, Hoich, Simmonds, Hotel Owner and Restaurant Owner may be referred to as a Grantor or Declarant herein, and jointly or collectively as Grantors or Declarants.

**RECITALS:**

WHEREAS, Declarants Hoich and McDermott desire to convey title to Lot 9, Southport East Replat Six ("Lot 9") to Security National Bank; and

WHEREAS, Security National Bank has requested certain revisions to the Declaration be made as a condition of closing on the purchase of Lot 9; and

WHEREAS, Declarants are each willing to grant the revisions requested.

NOW, THEREFORE, in exchange for the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the Declarants hereby amend the Declaration as follows:

1. Section 1.3 is hereby deleted in its entirety, and the following inserted in its place: ""Common Areas" means those portions of the Lots, and any improvements thereon, designated from time to time by a Declarant, its successors or assigns, to be used for the common benefit of all or certain Owners and/or Occupants of the Lots, *provided, however,* that any Owner that may be adversely affected by such designation shall have consented in writing prior to such designation becoming effective."
2. Section 2.7 is hereby deleted in its entirety.
3. In Section 5.5(b), the sentence "The policies of insurance must each name the other Owners as additional insureds," is hereby deleted in its entirety.

4. The following sentence shall be added to end of Section 6.1(c), "Each Owner shall provide adequate employee parking on such Owner's Lot, and shall make reasonable efforts to ensure that employees of Owner or Owner's tenants do not park on other Lots."

5. In Section 9.3(d), the phrase "promotional and advertising activities," is hereby deleted.

6. In Section 9.7, the phrase "service charge of no more than 10%" is deleted, and is replaced with "service charge of no more than 5%."

7. In Section 9.7, the last sentence in the first paragraph is deleted in its entirety, and the following inserted in its place: " The proportionate share of the total Common Facilities' expenses to be borne by each Owner for any year shall be that percentage equal to the ratio such Owner's Lot or Lots represents in relation to the land area of the Development, as adjusted from time to time "

8. The second paragraph in Section 9.7 is hereby deleted in its entirety.

9. To the extent that this Amendment is inconsistent with a provision in the Declaration, the terms of this Amendment shall control. Except as amended herein, all other provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect against all Lots and be and shall remain enforceable in accordance with its terms.

10. If any term, provision or covenant of this Amendment shall to any extent be deemed invalid and unenforceable by judgment or court order, the remainder of this Amendment shall not be affected thereby and such other terms, provisions and covenants of this Amendment shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned has caused these presents to be effective on the day and year set forth above.

**(Signatures and Acknowledges on following 3 pages)**

DECLARANTS:

JOHN L. HOICH

\_\_\_\_\_  
JOE MCDERMOTT ASSOCIATES, INC.

By \_\_\_\_\_  
Joseph McDermott, President

STATE OF NEBRASKA       )  
                                  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by JOHN L. HOICH, who is either personally known to me or was identified to me through satisfactory evidence to be the identical person executing this instrument above.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA       )  
                                  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by JOE MCDERMOTT, the President of JOE MCDERMOTT ASSOCIATES, INC., who is either personally known to me or was identified to me through satisfactory evidence to be the identical person executing this instrument above, and upon oath states that his execution hereof is his authorized act on behalf of said corporation.

\_\_\_\_\_  
Notary Public



LAVISTA LODGING INVESTORS, LLC

By: Omaha SW Lodging Investors, LLC, sole member

By: David A. Lenz Investments, LLC, managing member

By \_\_\_\_\_  
David A. Lenz, sole member

DES MOINES LODGING INVESTORS III, LLC

By \_\_\_\_\_  
David A. Lenz, Managing Member

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared David A. Lenz, the sole member of David A. Lenz Investments, LLC, a managing member of Omaha SW Lodging Investors, LLC, the sole member of Lavista Lodging Investors, LLC, personally known by me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of said partnership.

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

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared David A. Lenz, the managing member of Des Moines Lodging Investors III, LLC, personally known by me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of said partnership.

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

\_\_\_\_\_  
Notary Public

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT — LOT 242, PORTAL RIDGE SUBDIVISION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve an Interlocal Cooperation Agreement with Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, pertaining to Lot 242, Portal Ridge, adjacent to the City's public works facility.

**FISCAL IMPACT**

None at this time however when annexed any debt of the SID will become the debt of the City.

**RECOMMENDATION**

Approve.

**BACKGROUND**

During the platting process for the Portal Ridge subdivision, the City expressed an interest in the future expansion of the Public Works Facility. A note was added to the final plat which stated "Lot 242 may become part of the existing public facility in the future." Additionally, the Subdivision Agreement identifies that it was contemplated that Lot 242 would be "used for expansion of City's public works facility or other public use" and it is exempted from the covenants because of its non-residential nature.

An Interlocal Cooperation Act Agreement has been prepared and is attached. The agreement provides for the SID to purchase the property from the developer for \$87,454.93. This property will become City-owned property upon annexation. Prior to that time and pending the City's acquisition of the title to the property, the City may use the property for public works purposes. Also attached is a letter from the attorney for the SID, Bob Doyle, confirming the District's consent to the City's purchase and use of the lot prior to annexation should the City decide to do so.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA CONCERNING THE PURCHASE OF LOT 242, PORTAL RIDGE, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, Sanitary and Improvement District No. 276 is proposing to purchase Lot 242, Portal Ridge, from the developer, Portal Ridge Development, LLC; and

WHEREAS, the purchase of the lot is necessary for the future expansion of the City's Public Works Facility or other public use; and

WHEREAS, the Sanitary and Improvement District is willing to acquire and hold the property pending future annexation by the City.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, concerning the purchase of Lot 242, Portal Ridge, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF AUGUST, 2007.

CITY OF LA VISTA

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

ATTEST:

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



## INTERLOCAL COOPERATION ACT AGREEMENT

---

THIS AGREEMENT (hereinafter referred to as “this Agreement”) is made by and among those of the following eligible parties who execute this Agreement, to-wit: the CITY OF LA VISTA, Nebraska “City”; and, the PORTAL RIDGE SUBDIVISION (SID # 276) “SID”.

WHEREAS, City has requested that SID acquire certain real property necessary for the future expansion of maintenance facilities which will be necessary for the future maintenance of public infrastructure within SID and,

WHEREAS, SID is willing to acquire and hold such property pending future annexation by City.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the parties agree as follows:

1. **Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1997, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.
2. **Duration:** The duration of the Agreement shall be ten (10) years unless extended in writing by both parties.
3. **Purpose:** The purpose of the Agreement is to acquire property for the future expansion of the City of La Vista maintenance facility necessary for the future maintenance requirements of SID.
4. **Acquisition:** SID shall acquire Lot 242, Portal Ridge, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska at its sole cost.
5. **Cost:** The estimated cost of such acquisition is Eighty-seven Thousand Four Hundred Fifty-four and 93/100 (\$87,454.93) Dollars.
6. **Records:** SID shall maintain all records and otherwise administer this joint undertaking.
7. **Effective Date:** This Agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, this Agreement is entered into by these parties pursuant

to resolutions duly adopted by their respective governing boards.

Executed by the City of La Vista, Nebraska on this     day of     , 2007.

THE CITY OF LA VISTA, NEBRASKA

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

Attest:

Approved as to form:

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

By: \_\_\_\_\_  
City Attorney

Executed by Sanitary and Improvement District No. 276 of Sarpy County, Nebraska on  
this     day of     , 2007.

SID No. 276

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

Attest:

\_\_\_\_\_  
Clerk

*Law Mice/3*

FULLENKAMP, DOYLE & JOBEUN

JOHN H. FULLENKAMP  
ROBERT C. DOYLE  
LARRY A. JOBEUN  
AIMEE J. HALEY BRIAN  
C. DOYLE SARAH L.  
DUNCAN

11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4487  
TELEPHONE: (402) 334-0700  
TELECDPIER: (402) 334-0815  
FEDERAL I.D. #47-0521328  
E-MAIL: [RCD@FDJLAW.COM](mailto:RCD@FDJLAW.COM)  
WRITERS'S DIRECT DIAL  
(402) 697-5299

July 31, 2007

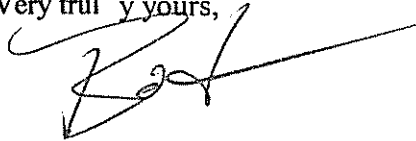
Ms. Ann Birch  
Community Development Director  
City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128

Dear Ann:

The undersigned represents SID #276.

Please be advised that SID #276 has no objection, and hereby consents to the use of Lot 242, Portal Ridge by the City of LaVista as contemplated in the Inter-local prior to annexation by the City.

Very truly yours,



ROBERT C. DOYLE

dkl

LAW OFFICES  
FITZGERALD, SCHORR, BARMETTLER & BRENNAN, P.C., L.L.O.

13220 CALIFORNIA STREET, STE. 400  
OMAHA, NEBRASKA 68154-5228  
(402) 342-1000

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e-mail: [fitzlaw@fitzlaw.com](mailto:fitzlaw@fitzlaw.com)  
website: [www.fitzlaw.com](http://www.fitzlaw.com)

WILLIAM A. TINSTMAN  
OF COUNSEL

WILLIAM J. BRENNAN  
RETIRED

JAMES J. FITZGERALD, JR.  
1903-1989

CHARLES A. SCHORR  
1924-1998

\*ALSO LICENSED TO PRACTICE IN IOWA

JOSEPH J. BARMETTLER  
GREGORY B. MINTER  
BRUCE D. VOSBURG  
ROBERT T. CANNELLA  
WILLIAM A. TINSTMAN  
GERALD L. FRIEDRICHSEN  
NICK R. TAYLOR\*  
MICHAEL D. MATEJKA  
FRANK J. MIHULKA  
MATTHEW E. HEFFRON\*  
THOMAS G. McKEON  
SUSAN J. SPAHN  
THOMAS R. OSTDIEK  
ANDREW T. SCHLOSSER  
ANDREW M. BATH  
CARLA HEATHERSHAW RISCO\*  
CAMILLE R. HAWK  
MATTHEW J. BOEVER  
DUSTIN J. KESSLER  
JOSHUA W. WEIR\*

June 26, 2007

VIA EMAIL

Ms. Ann Birch  
Community Development Director  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

In re: Lot 242, Portal Ridge Subdivision

Dear Ann:

Enclosed is the most recent form of the Interlocal Cooperation Agreement between the City and S.I.D. #276 pertaining to the subject property which is to eventually become an extension of the City's public works facility.

The purchase price to be paid by S.I.D. #276 to the Developer as of June 30, 2007 is \$87,454.93 computed as follows:

2.171 acres of land @ \$37,500 per acre	\$81,412.50
Greenbelt taxes paid by Developer	1,953.50
Interest paid by Developer from time of platting 8/12/06 thru 6/30/07 (231 days @ 17.701 per day)	<u>4,088.93</u>
	<u>\$87,454.93</u>

I reviewed with Bob Doyle, attorney for S.I.D. #276, the \$89,051.59 S.I.D. cost he had in his 8/17/06 draft of the agreement. We are now in agreement that the correct number is only \$87,454.93 as of 6/30/07.

Ms. Ann Birch  
June 27, 2007  
Page 2

Enclosed is a corrected form of "Interlocal Cooperation Act Agreement".

The purchase price to be paid by the S.I.D. to the Developer for the lot will be paid by S.I.D. warrants which eventually will be retired by issuance of bonds of the S.I.D. These bonds and the interest thereon will become debt of the City upon the City's annexation of the Subdivision.

Mr. Doyle agreed that pending the City's acquisition of title to the property that the City may use the property for public works purposes. He will confirm in writing the District's consent to the City's use of the Lot prior to the City's annexation thereof.

Upon my inquiry as to how sales are going in Portal Ridge, Mr. Doyle advised that they have been going exceptionally well, particularly when compared to other subdivisions.

Yours very truly,

For the Firm

JJB/ss  
Enclosures  
cc: Brenda Gunn  
Rita Ramirez  
Tom McKeon

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT FOR SPECIAL SERVICES BUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared authorizing execution of an Interlocal Cooperation Agreement between the City of La Vista and the City of Ralston regarding the Special Services Bus Program.

**FISCAL IMPACT**

Changes have been incorporated in the proposed FY 2008 budget to facilitate La Vista taking over the administrative operation of this program.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The cities of La Vista and Ralston have jointly provided bus service to elderly and handicapped residents of their communities for many years. The original Interlocal Agreement was executed in 1990 and at that time only one Special Services vehicle was being operated. The fleet of vehicles has increased to four over the years and the program has expanded considerably. The Interlocal Agreement was seriously out of date and needed updating and clarification on some issues.

Additionally, the program has been administered by the City of Ralston for many years with La Vista reimbursing Ralston for their share of the administrative cost to operate the program. Last year (after our budget had been completed) Ralston asked that La Vista take over the administrative operations. We have been working with representatives from Ralston for the past several months to draft a new Interlocal Agreement and plan for the transfer of administrative duties to La Vista. The FY 2008 budget has been prepared anticipating that this change will occur. The Ralston City Council is scheduled to approve the Interlocal Agreement this month, as well.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF RALSTON, NEBRASKA REGARDING THE SPECIAL SERVICES BUS PROGRAM.

WHEREAS, the cities of Ralston and La Vista currently provide bus service to the elderly and handicapped residents of their respective cities; and

WHEREAS, said bus service is currently provided via the Ralston/La Vista Special Services Buses which are provided, in part, through State and Federal funding; and

WHEREAS, Ralston and La Vista executed an interlocal agreement in 1990 to jointly share in the cost of providing bus service to the elderly and handicapped residents of the cities and wish to continue to provide this service jointly; and

WHEREAS, the existing interlocal agreement was in need of updating and clarification.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with the City of Ralston, Nebraska regarding the Special Services Bus Program, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

INTERLOCAL COOPERATION AGREEMENT  
SPECIAL SERVICES BUS

This Interlocal Cooperation Agreement is made and entered into by and between the City of Ralston, Nebraska, (hereinafter "Ralston") and the City of La Vista, Nebraska, hereinafter "La Vista "), pursuant to the authority granted the parties under Neb. Rev Statute § 13-801, *et seq.* (Reissue 1997)

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, Ralston and La Vista currently provide bus service to the elderly and handicapped residents of the cities via the Ralston/La Vista Special Services Buses which are provided, in part, through State and Federal funding; and

WHEREAS, Ralston and La Vista executed an interlocal agreement in 1990 to jointly share in the cost of providing bus service to the elderly and handicapped residents of the cities and wish to continue to provide this service jointly; and

WHEREAS, the existing interlocal agreement is in need of updating and clarification; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (Reissue 1997), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, in consideration of the above and foregoing, it is agreed:

**1. Duties of City of Ralston:**

- A. Ralston shall reimburse the City of La Vista for its proportionate share (based on ridership) of all future local costs to include personnel costs for program administration, dispatching, driving and vehicle maintenance, telephone costs, vehicle maintenance costs, fuel costs, and other miscellaneous costs associated with the management and operation of the Special Services Bus Program.
- B. Ralston currently provides and shall continue to provide two multi-passenger vehicles, which shall be equipped with a wheel chair lift, to be used in the Special Services Bus Program.



- C. To the extent that fluctuations in ridership warrant the addition of vehicles and/or manpower, Ralston agrees to pursue said program expansion jointly with the City of La Vista.
- D. Ralston shall maintain liability insurance coverage on the vehicles that it provides to the program.

## **2. Duties of the City of La Vista**

- A. La Vista shall oversee the daily management of the Special Services Bus Program to include but not limited to the hiring and dispatching of drivers, scheduling, report filing, billing, record-keeping and ridership dispute resolution.
- B. Drivers shall be employees of the City of La Vista and covered by La Vista's Workers Compensation Insurance
- C. La Vista currently provides and shall continue to provide two multi-passenger vehicles, which shall be equipped with a wheel chair lift, to be used in the Special Services Bus Program.
- D. To the extent that fluctuations in ridership warrant the addition of vehicles and/or manpower, La Vista agrees to pursue said program expansion jointly with the City of Ralston.
- E. La Vista shall maintain liability insurance coverage on the vehicles that it provides to the program.
- F. After vehicle warranties have expired, maintenance on all of the vehicles in the Special Services Bus Program fleet shall be the responsibility of the La Vista Public Works Department.
- G. La Vista shall house all of the vehicles in the Special Services Bus Program fleet with no claim for reimbursement regarding garaging or vehicle storage.

## **3. Joint Duties/Oversight:**

- A. Ralston and La Vista shall each designate no more than two representatives who shall meet in April and October of each year to review the Special Services Bus Program operation and make recommendations for any necessary changes. The City of La Vista will be responsible for scheduling these meetings.
- B. La Vista shall prepare an Annual Report that the representatives will review. It shall include the level of ridership, the types of transportation services being provided, program cost information for each City, and any recommendations for amendment to the Interlocal Agreement.

- C. The Cities shall jointly develop and maintain a schedule of days and times that the buses shall be used for transportation. Bus scheduling shall be consistent with Federal and State regulations.
- D. Ridership fares and driver compensation rates shall be agreed upon by the Cities prior to June 1 of each year to facilitate budget preparation.

**4. Term of Agreement, Termination and Changes:** This agreement shall become effective on October 1, 2007 and shall be for an initial period of 12 months. The agreement shall automatically be extended for an additional 12 month term, from year to year, unless one party gives written notice to the other of its intention not to renew the agreement at least 120 days prior to the expiration of the then current term. This agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

CITY OF LA VISTA: Pam Buethe  
La Vista City Clerk  
8116 Park View Blvd.  
La Vista, NE 68128

CITY OF RALSTON: Dolores Costanzo  
Ralston City Clerk  
5500 So. 77<sup>th</sup> Street  
Ralston, NE 68127

**5. Miscellaneous Provisions:**

- A. No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this agreement.
- B. Pursuant to Neb Rev. Stat. § 23-3113 (Reissue 1997) the parties hereto declare and affirm that no officer, member, or employee, or no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this agreement, or the performing of either parties' obligations pursuant to the agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies have any interest, direct or indirect, in this agreement or the proceeds thereof.
- C. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid

- D. Each part declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each part is an independent contractor, and neither party is or will become the employee of the other as a result of the contractual relationship created by this agreement. Furthermore, Ralston and La Vista will separately administer their respective rights and responsibilities under this agreement, there being no joint or cooperative body created for the financing, operating, or management of the same.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF RALSTON

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

\_\_\_\_\_  
Mayor

CITY OF LA VISTA

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

\_\_\_\_\_  
Mayor

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC WORKS EQUIPMENT SHARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared authorizing execution of an Interlocal Cooperation Agreement between the City of La Vista and the City of Papillion regarding the sharing of Public Works Equipment.

**FISCAL IMPACT**

The equipment listed in the Interlocal Agreement will be permitted as an exception to the State budget lid.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Currently the cities of La Vista and Papillion jointly own several pieces of Public Works equipment and routinely share other individually owned pieces of equipment. By formalizing this current practice with an Interlocal Agreement, the equipment listed can be exempted from the State budget lid.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPILLION, NEBRASKA REGARDING THE SHARING OF PUBLIC WORKS EQUIPMENT.

WHEREAS, the cities of Papillion and La Vista currently jointly own several pieces of public works equipment and on various occasions share other pieces of individually owned public works equipment; and

WHEREAS, the cities have agreed that it is in their best interest to continue the practice of sharing public works equipment; and

WHEREAS, the parameters of sharing of said equipment have been outlined in an interlocal agreement.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with the City of Papillion, Nebraska regarding the sharing of Public Works equipment, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

## INTERLOCAL COOPERATION AGREEMENT FOR THE SHARING OF MUNICIPAL EQUIPMENT

THIS AGREEMENT is by and between the City of Papillion, a municipal corporation, located in Sarpy County, Nebraska ("Papillion") and the City of La Vista, a municipal corporation, located in Sarpy County, Nebraska ("La Vista").

WHEREAS, the parties hereto are political subdivisions duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, the parties hereto are desirous of entering into an agreement for the sharing of municipal equipment which either entity may own or lease; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. seq. (Reissue 1997), the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs of the two communities;

**NOW, THEREFORE,** it is agreed by and between the parties, pursuant to Neb. Rev. Stat. §13-807 (Reissue 1997), as follows:

1. This agreement shall remain in full force and effect until either one of the parties gives 90 days written notice to the other party of its intent to terminate said agreement.
2. No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this contract.
3. The purpose of this contract is for the parties hereto to share in the utilization of equipment either party owns or leases.
4. The parties hereto will maintain equipment owned or leased by each respective party to this agreement.
5. Each party will provide to the other a list of equipment available for sharing with the other party.
6. That attached hereto and marked Exhibit "A" is a listing of the property the City of Papillion has available for sharing with the City of La Vista.
7. That attached hereto and marked Exhibit "B" is a listing of the

property the City of La Vista has available for sharing with the City of Papillion.

8. The parties will update the attachments hereto no later than the 20<sup>th</sup> day of July of each year commencing with July, 2008.

9. The loaning city shall make said equipment available, at its sole discretion, based on its availability; that the use of equipment owned by one party by the other party shall be with the specific authorization of the party which owns or leases said equipment.

10. Each party shall have the equipment it owns or leases covered by respective parties' comprehensive liability insurance policies.

11. The public works directors of each city shall meet at least annually to review maintenance records, discuss how the equipment is being utilized and address any joint use issues. The public works directors of each city are hereby authorized to annually, or periodically as they deem appropriate, make additions or deletions to Exhibits A and B.

12. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the parties hereto acknowledge, stipulate and agree that this agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

13. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee, or no member of their governing bodies, and no other public official of parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this agreement, or the performing of either parties' obligations pursuant to this agreement, shall participate in any decision relating to this agreement which affects his or her personal interests, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this agreement or the proceeds thereof.

14. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this agreement is held to be illegal, void, or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, condition or provisions held to be illegal and/or invalid

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF PAPILLION, NEBRASKA

BY: \_\_\_\_\_  
Mayor

Attest:

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

CITY OF LA VISTA, NEBRASKA

BY: \_\_\_\_\_  
Mayor

Attest:

City Clerk



**City of Papillion  
Interlocal Equipment Share  
Exhibit A**

Parks Department

8	John Deere Mowers
2	Toro Mowers
1	4 x 4 Pickup Truck with Snow Plow
2	Pickup Trucks
1	Ford Tractor
1	Jacobsen Mower
1	Workman Unit with Sprayer
1	Phoenix Fogger

Sewer Department

1	Sewer Vac Unit
1	Pickup
1	Sewer Jet Unit

Street Department

6	Single Axle Dump Trucks
3	Tandem Axle Dump Trucks
1	Message Board
1	Street Sweeper
2	Bobcat with Sweeper
1	CAT Front End Loader
1	Champion Grader
1	Tar Machine
1	Air Compressor
1	Walk behind Concrete Saw
1	Asphalt Trailer
1	1-Ton Flatbed Concrete Truck
1	Asphalt Roller
2	4x4 pickups
4	4x4 pickups with plows

Water Department

1	Chevy Tahoe
5	Pickup Trucks
2	S-10 Pickup Trucks
1	Tractor Mower
1	Backhoe

Equipment Shared with La Vista

- 1 International with Reach-All 42" Boom
- 1 Cues TV Camera Trailer
- 1 Vaporooter Hose Thruster
- 1 Easement Machine Prowler Sewer Caddy
- 1 Rhino Ditch Bank Mower – 3-point
- 1 Schotlite Sign Machine
- 1 Bandit Brush Chipper

**Exhibit B  
City of La Vista  
Interlocal Equipment Share**

Street Division

- 4 Pickup Trucks (2 with plows)
- 6 Single Axle Dump Trucks w/plows
- 4 Tandem Axle Dump Trucks w/plows
- 1 200 Gallon Spray System
- 1 1800 Gallon Spray System
- 1 Backhoe
- 1 Motor Grader
- 2 Street Sweepers
- 1 Wheel Loader
- 1 Skid Steer
- 1 Asphalt Roller
- 10 Equipment/Utility Trailers
- 1 Tar Wagon
- 1 Air Compressor 185 CFM
- 1 Arrow Board – Truck Mounted

Sewer Division

- 2 Pickup Trucks w/plows
- 1 Sewer Jet/Vac Truck
- 1 Sewer Jet Truck
- 1 Backhoe
- 1 Air Compressor 185 CFM
- 2 Arrow Boards – Trailer Mounted

Park Division

- 3 Pickup Trucks (2 with plows)
- 4 Tractors
- 4 Utility Vehicles (Gators)
- 4 Equipment/Utility Trailers

Equipment Jointly Owned with City of Papillion

- 1 International with 42' Reach-All Boom
- 1 Cues Sewer Camera Trailer
- 1 Vaporooter Hose Thruster
- 1 Prowler Sewer Caddy Easement Machine
- 1 Rhino Ditch/Bank Mower – 3-point
- 1 Scholtlite Sign Machine
- 1 Bandit Brush Chipper

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ECONOMIC DEVELOPMENT PROGRAM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Resolutions have been prepared to approve certain conditions as set forth in the Master Development Agreement and to approve an easement for the Courtyard/Conference Center Connector.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 20, 2007, by Ordinance No. 1023, the City Council approved the Economic Development program application of John Q. Hammons along with a Development Agreement, Loan Classification, Loan Application and grant of \$3 Million and loan of \$18 Million to construct a full service hotel and conference center facility in Southport West.

The Master Development Agreement sets forth certain conditions to be fulfilled to the satisfaction of the Mayor and Council, including insurance coverages, selection of the contractor and the construction contract. The proposed resolution will approve such and authorize the Program Administrator to obtain such further information, assurances or certifications necessary to ensure performance of all the terms and conditions of the Master Development Agreement.

Council is also being asked to approve an easement document related to the covered walkway between the conference center and the Marriott.

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

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PURSUANT TO THE CITY OF LA VISTA ECONOMIC DEVELOPMENT PROGRAM AND MASTER DEVELOPMENT AGREEMENT FOR THE JOHN Q. HAMMONS HOTEL AND CONFERENCE CENTER PROJECT IN SOUTHPORT WEST APPROVING: INSURANCE COVERAGES, SELECTION OF THE CONTRACTOR, AND THE CONSTRUCTION CONTRACT; AND TO AUTHORIZE FURTHER ACTIONS.

WHEREAS, the City of La Vista entered into a Master Development Agreement with John Q. Hammons and certain affiliated parties for the hotel and conference center project in Southport West ("the Project") dated May 1, 2007; and

WHEREAS, the Master Development Agreement sets forth the following conditions to be fulfilled to the satisfaction of the Mayor and City Council:

1. Required insurance coverages obtained;
2. Selection of competent contractor authorized to do business in Nebraska to construct the Project; and
3. Acceptable contract for construction of Project.

WHEREAS, a separate complete set of construction documents is presented at this meeting and incorporated into this Resolution by this reference for the Embassy Suites Hotel and Conference Center, each set of which contains the following titled documents:

1. Guaranteed Maximum Price Construction Agreement;
2. General Conditions of the Contract for Construction; and
3. Supplemental General Conditions of the Contract for Construction

("Construction Contracts"). Also presented at this meeting is a Certificate of Insurance (showing coverages and the City as an additional named insured).

NOW THEREFORE, BE IT RESOLVED that:

1. Insurance coverages described in the Certificate of Insurance presented at this meeting are hereby approved, subject to resolution of the following to the satisfaction of the Program Administrator of the La Vista Economic Development Program: obtaining and maintaining from time to time such other coverages as required by the Master Development Agreement and not provided for in the Certificate of Insurance.

2. Selection of KCC Contractor, Inc. as contractor for construction of the Project is hereby ratified, affirmed and approved, subject to resolution of the items specified in "3" following with respect to the Construction Contracts to the satisfaction of the Program Administrator.

3. The Construction Contracts are hereby ratified, affirmed and approved, subject to resolution of the following to the satisfaction of the Program Administrator:

- Construction contracts for the Marriott Courtyard hotel satisfactory to the Program Administrator;
- Final completion and acceptance of the work; and
- Addition of required non-discrimination provisions for the contractor and sub-contractors.

BE IT FURTHER RESOLVED that the Mayor and City Council authorize the Program Administrator to obtain such further information, assurances, or certifications from John Q. Hammons, KCC Contractor, Inc., and other persons as the Program Administrator determines necessary and appropriate to carry out the actions approved herein or to ensure performance of all the terms and conditions of the Master Development Agreement.

BE IT FURTHER RESOLVED that the actions taken herein shall not constitute satisfaction or waiver of any ongoing or other terms, conditions, or other requirements of the Master Development Agreement, and all such terms, conditions, and requirements shall remain in effect and enforceable.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE AN EASEMENT DOCUMENT TO BE INCLUDED WITH THE DOCUMENTS FOR THE GRANT AND LOAN TO JOHN Q. HAMMONS UNDER THE CITY OF LA VISTA ECONOMIC DEVELOPMENT PROGRAM AND TO AUTHORIZE FURTHER ACTIONS

WHEREAS, the City of La Vista and John Q. Hammons, individually, John Q. Hammons, Trustee of the Revocable Trust Of John Q. Hammons, Dated December 28, 1989, As Amended And Restated, JQH-La Vista RI Development, LLC, JQH-La Vista CY Development, LLC, JQH-La Vista III Development, LLC, and JQH-La Vista Conference Center Development, LLC (collectively the "JQH Affiliated Parties") entered into a Master Development Agreement for the hotel and conference center project in Southport West ("the Project") dated May 1, 2007 and on file with the City Clerk; and

WHEREAS, as part of the Project, a covered walkway will be constructed connecting the conference center and Marriott Courtyard hotel ("the Covered Walkway");

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of La Vista hereby make the following findings and determinations:

The Agreement for Reciprocal Easements, which addresses the Covered Walkway, is presented at this meeting, incorporated into this Resolution by this reference, and hereby approved by the Mayor and City Council, subject to any additions and modifications as the Program Administrator of the La Vista Economic Development Program determines necessary or appropriate in consultation with the City Attorney.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

### **AGREEMENT FOR RECIPROCAL EASEMENTS**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, by and between JQH – LA VISTA CONFERENCE CENTER DEVELOPMENT, LLC (herein “Conference Center Development”) and JQH – LA VISTA CY DEVELOPMENT, LLC (herein “CY Development”).

WHEREAS, Conference Center Development, a Missouri limited liability company, is the owner of a 78,926 square foot conference center located at 12540 Westport Parkway, La Vista, NE 68128 (the “Conference Center Property”); and

WHEREAS, CY Development, a Missouri limited liability company, is the owner of a Marriott Courtyard hotel located at \_\_\_\_\_ Westport Parkway, La Vista, NE 68128 (the “Hotel Property”); and

WHEREAS, the Conference Center Property and the Hotel Property are adjacent to each other; and

WHEREAS, the conference center on the Conference Center Property and the Marriott Courtyard hotel on the Hotel Property will be connected by a covered walkway (“the Covered Walkway”); and

NOW, THEREFORE, the parties agree:

1. Conference Center Development grants to CY Development a permanent easement for the Covered Walkway.
2. CY Development grants to Conference Center Development a permanent easement for the Covered Walkway.
3. CY Development shall maintain the Covered Walkway at its sole expense.
4. In the event of damage or destruction to the Covered Walkway, CY Development shall repair or rebuild the Covered Walkway at its sole expense.



5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

6. This Agreement shall be binding upon and inure to the benefit of the undersigned and its respective successors and assigns.

7. It is the intention of the parties that the laws of the State of Nebraska shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

THIS AGREEMENT IS EXECUTED the year and date first above written.

JQH – LA VISTA CONFERENCE CENTER  
DEVELOPMENT, LLC

By: The Revocable Trust of John Q. Hammons,  
Dated December 28, 1989, as Amended  
and Restated, Its Manager

By: \_\_\_\_\_  
John Q. Hammons, Trustee

JQH – LA VISTA CY DEVELOPMENT, LLC

By: The Revocable Trust of John Q. Hammons,  
Dated December 28, 1989, as Amended  
and Restated, Its Manager

By: \_\_\_\_\_  
John Q. Hammons, Trustee

STATE OF MISSOURI     )  
                                      )  
COUNTY OF GREENE    )

On this \_\_\_\_\_ day of May, 2007, before me personally appeared John Q. Hammons, to me personally known, who being duly sworn, did say that he is the Trustee of The Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, the Manager of JQH – La Vista Conference Center Development, LLC, a Missouri limited liability company and that the instrument was signed on behalf of JQH – La Vista Conference Center Development, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal,  
at my office in Springfield, Missouri, the day and year first-above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF MISSOURI       )  
  )  
COUNTY OF GREENE       )

On this \_\_\_\_\_ day of May, 2007, before me personally appeared John Q. Hammons, to me personally known, who being duly sworn, did say that he is the Trustee of The Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, the Manager of JQH – La Vista CY Development, LLC, a Missouri limited liability company (the “Company”) and that the instrument was signed on behalf of JQH – La Vista CY Development, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal, at my office in Springfield, Missouri, the day and year first-above written.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

L

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 D LIQUOR LICENSE APPLICATION OF FANTASY'S, INC. DBA SOUTHPORT FANTASY'S, LA VISTA, NEBRASKA.

WHEREAS, Fantasy's, Inc. dba Southport Fantasy's, 7828 S. 123rd Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D 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 D Liquor License application submitted by Fantasy's, Inc. dba Southport Fantasy's.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2007.

CITY OF LA VISTA

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

ATTEST:

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

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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND-CORPORATE MANAGER LIQUOR LICENSE-  
SOUTHPORT FANTASY'S  
**DATE:** 7/17/2007  
**CC:**

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The police department conducted a check of computerized records on the applicant, John T. Spaustat, for criminal conduct in Nebraska in reference to the Corporate Manager Liquor License application. No entries were found.

## LICENSE APPLICATION CHECKLIST

Applicant Name Fantasy's, Inc Telephone # 402-891-9455

Trade Name Fantasy's Food N Fuel Previous Trade Name None

Provide all the items requested. Failure to provide any item will cause this application to be

**NEW APP D-78004**

**Deed**

must be legible. Any false statement or omission may on or revocation of your license. If your operation Nebraska Liquor Control Commission cautions you that, spend or commit money that you do so at your own a review the application carefully to ensure that all ns or errors have not been made. All applications &

attachments must be submitted in triplicate. 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.

RECEIVED  
JUL 13 2007  
NEBRASKA LIQUOR  
CONTROL COMMISSION

### REQUIRED ATTACHMENTS

Each item must be checked off and included or marked N/A for not applicable.

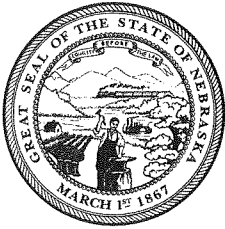
- ☒ 1. Fingerprint cards for each person (two cards per person) must be enclosed with a separate check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.
- ☒ 2. Enclose registration fee for the appropriate class 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/LLC License – Form 3 and manager application (with corporate application only). LLC application must include all members.
- Deed 4. If building is being leased send a copy of the lease. Be sure it is in the individual(s) or corporate name being applied for. Also, the lease must extend through the license year being applied for. If building is owned, send a copy of the deed or purchase agreement in the appropriate name.
- N/A 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 applicants name.
- N/A 6. Enclose a copy of the Temporary Agency Agreement, if applicable. Must be on Commission forms only. Include a copy of the signature card from the bank showing both the sellers and buyers name(s) on account.
- N/A 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.  
No purchases made until license received

- N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- N/A 9. For Individual and Partnership applications enclose proof of citizenship, birth certificates, or naturalization documents for all persons listed on application. Documents must be a certificate from the State, where born, not hospital certificate.
- ☒ 10. If a corporation enclose a copy of the articles of incorporation. This document must show receipt (barcode) by the Secretary of States Office.

When you have completed this checklist, the application form(s) and attached a the required documents, in triplicate, submit them to: **Nebraska Liquor Control Commission, 301 Centennial Mall South, PO Box 95046, Lincoln, NE 68509-5046**

**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**



**Dave Heineman**  
Governor

# STATE OF NEBRASKA

**NEBRASKA LIQUOR CONTROL COMMISSION**  
**Hobert B. Rupe**  
Executive Director

301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)  
web address: <http://www.lcc.ne.gov/>

July 16, 2007

**La Vista City Clerk**  
**8116 Park View Blvd**  
**La Vista, NE 68128-2198**

**RE: New Application for Class D License for Fantasy's, Inc dba Southport Fantasy's**

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) 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 WHOLESALEERS; 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,

NEBRASKA LIQUOR CONTROL COMMISSION

  
Tami Applebee  
Licensing Division

Enclosures

**Rhonda R. Flower**  
Commissioner

**Bob Logsdon**  
Chairman

**R.L. (Dick) Coyne**  
Commissioner



## RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **July 16, 2007**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, Sec. 134 (7) (reissue 1984) 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:

**Fantasy's Inc dba Southport Fantasy's**  
**7828 S 123<sup>rd</sup> Street**  
**La Vista, NE 68128/ Sarpy County**  
**Application D-78004**  
**45 days = 08/30/2007**

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 that 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.

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5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

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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.

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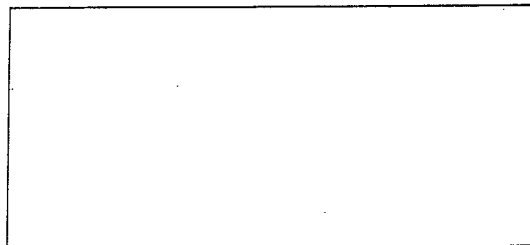
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(Attach additional page if necessary)

**SIGN HERE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 clerks signature

## APPLICATION FOR LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.nol.org/home/NLCC/



OFFICE USE ONLY

### 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 type="checkbox"/>            | C | Beer, Wine & Distilled Spirits, On & Off Sale | \$45.00 |
| <input checked="" 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 an additional fee of \$100.00 and filing form 35-4202

#### MISCELLANEOUS

			Bond
<input type="checkbox"/>	L	Craft Brewery (Brew Pub)	\$295.00 1,000 min.
<input type="checkbox"/>	O	Boat	\$ 95.00 N/A
<input type="checkbox"/>	V	Manufacturer, Beer, Wine & Distilled Spirits (additional fee of \$100 to \$1,000-call for exact amount)	\$ 45.00 10,000 min.
<input type="checkbox"/>	W	Wholesale Beer	\$545.00 5,000
<input type="checkbox"/>	X	Wholesale Liquor	\$795.00 5,000
<input type="checkbox"/>	Y	Farm Winery	\$295.00 1,000

All Class C licenses expire October 31st

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 and manager application 3b

#### NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(Commission will call this person with any questions we may have)

Name: Diane Mills Phone: (402) 891-9455

Firm Name: Fantasy's, Inc.

Firm address: 15611 Harrison St, Omaha, NE 68136

**PREMISE INFORMATION**

Trade Name (doing business as) Southport Fantasy's

Street Address #1 7828 S. 123rd Plaza

Street Address #2 \_\_\_\_\_

City La Vista County Sarpy

Zip Code 68128

Telephone number at premise to be licensed not yet determined

Is this location inside the city/village corporate limits: ☒ YES ☐ NO

Mail to Address (where you want receipt of Liquor Control Commission mailings)

Name: Fantasy's, Inc.

Street Address #1 15611 Harrison St.

Street Address #2 \_\_\_\_\_

City Omaha County Sarpy

Zip Code 68138

**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.

*See attached  
Entire one  
story 36x46*

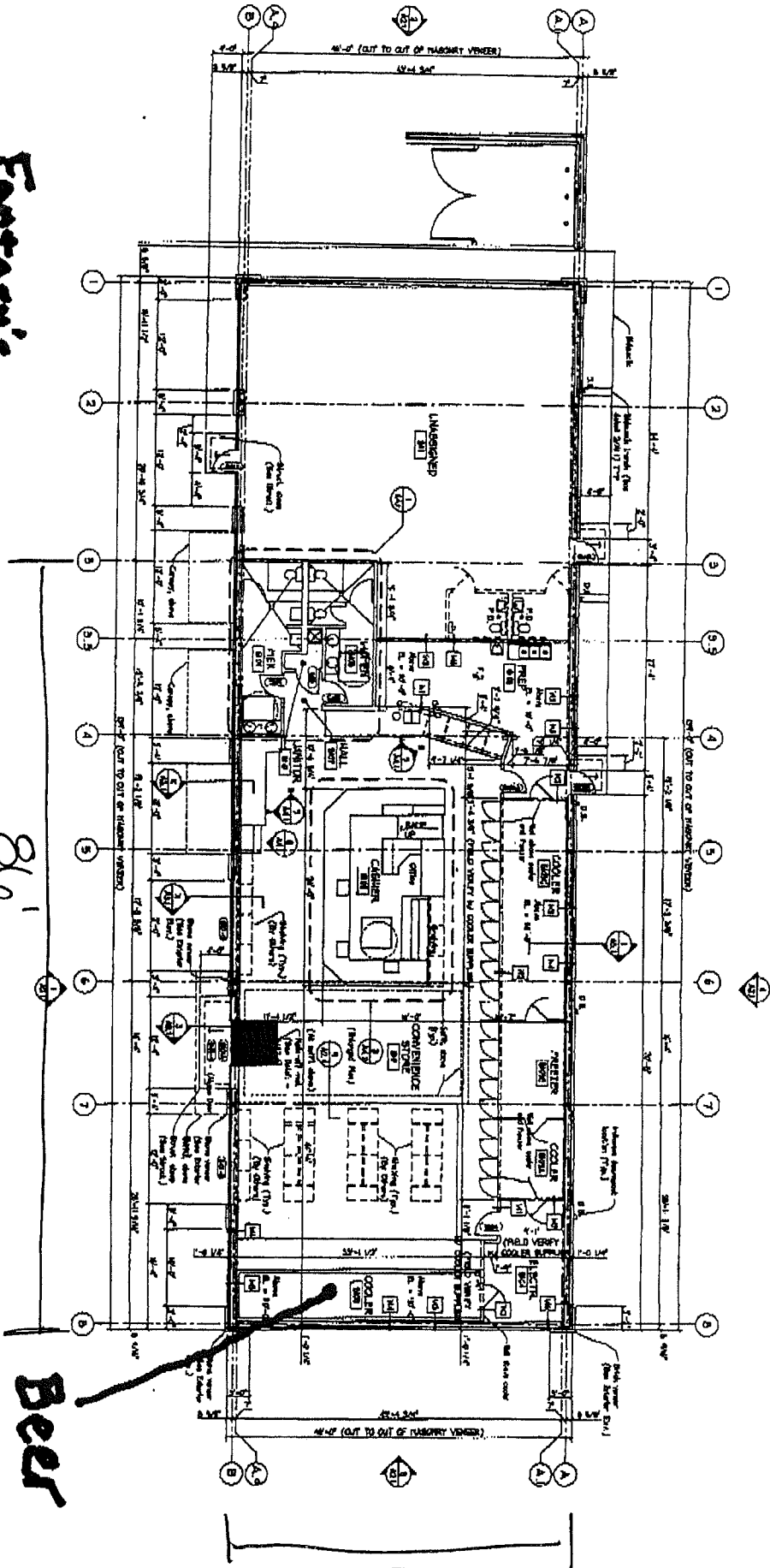
**Fantasy's**  
**7228 S. 123rd Pl.**



**C-STORE/ RETAIL FLOOR PLAN**

86'

**Beer**



46'

## 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 If yes, please explain below or attach a separate page.  
☒ No

2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required). Liquor Inventory may be taken at time of application being submitted.

☐ Yes  
Current business name and license number \_\_\_\_\_  
☒ No

3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license. If yes, attach agreement. **Please note:** This agreement is not effective until Commissions assigns you a 3-digit ID number.

☐ Yes  
☒ No

4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.

☒ Yes Tier One Bank, 3707 N. 144th St.  
Omaha, NE 68116-4201  
☐ No

5. Will any person or entity other than applicant be entitled to a share of the profits of this business? If yes, explain. All involved members must be disclosed on application.

☐ Yes \_\_\_\_\_  
☒ No \_\_\_\_\_

6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.

☐ Yes \_\_\_\_\_  
☒ No \_\_\_\_\_

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain? (No silent partners)

☐ Yes \_\_\_\_\_  
☒ No \_\_\_\_\_

8. Are the premises to be licensed within 150 ft of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Neb. Rev. Stat. 53-177.

☐ Yes \_\_\_\_\_  
☒ No \_\_\_\_\_

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties.

☐ Yes \_\_\_\_\_  
☒ No \_\_\_\_\_

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 make withdrawals on accounts at the institutions.

Tier One Bank John Spaustat  
3707 N. 144th St. per to w/ Diane Mills  
Omaha, NE 68116

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 reasons for termination of any licenses previously held.

Fantasys Inc - Millard Park # 43190, - Cornhusker Fantasy's # 32144,  
Fantasys N 147th # 50333, - 90th Fort # 41291,  
Southwestern Fantasys # 41016, N 120th Fantasys # 40192,  
Tranquility Realty, LLC # 58153, # 121924, # 65955

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.

Lori Grenawalt, Store Manager - 50 hrs per  
Week

13. List the training or experience (when and where) of the person listed in #12 above in connection with selling and/or serving alcohol products.

Currently the store manager for Southwestern  
Fantasys, employed by Fantasy's, Inc. since  
3/20/03, understands and enforces all alcohol sale  
policies

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? 9-15-07

16. What will be the main nature of business? What are the anticipated hours of operation? Convenience Store hrs 5am - 11pm

17. List the principal residence(s) for the past 10 years for all persons required to sign application, including spouses. If necessary attach a separate sheet.

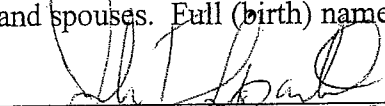
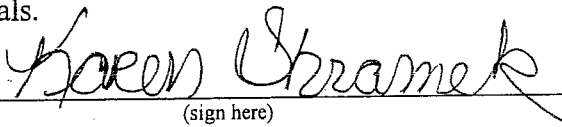
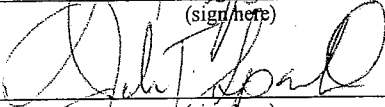
Applicant Name	From: Year	To: Year	City/State
<u>John Spaustat</u>	<u>1981</u>	<u>present</u>	<u>Omaha, NE</u>
<u>Karen Shramek</u>	<u>1981</u>	<u>present</u>	<u>Omaha, NE</u>

**Consent to Release Information**  
The undersigned applicant(s) hereby consent(s) to a background investigation and release every kind and description including police records, tax records (State and Federal), 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 or 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.

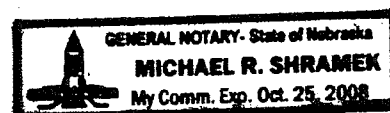
Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

 (sign here)	 (sign here)
 (sign here)	 (sign here)
 (sign here)	 (sign here)
 (sign here)	 (sign here)
 (sign here)	 (sign here)

Subscribed in my presence and sworn to before me this

12 day of July, 2007

  
Notary Public Signature & Seal



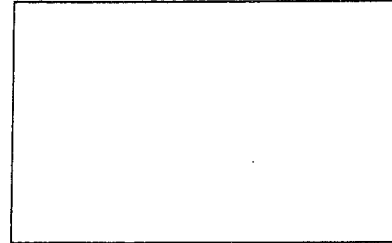
In compliance with the ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4010  
REV. 4/05



**APPLICATION FOR LIQUOR LICENSE  
CORPORATION/LLC INSERT - FORM 3a**

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.nol.org/home/NLCC](http://www.nol.org/home/NLCC)



Name of Corporation or Limited Liability Company that will hold license. Attach copy of Articles of Incorporation. (Document must show [barcode] receipt by Secretary of States Office.

Fantasy's, Inc.

Corporate Street Address: 15611 Harrison St

City: Omaha State: NE Zip Code: 68136

Corporate Telephone Number (402) 891-9455

Total number of shares issued (if corporation) 5,000

Is this a Non Profit Corporation? ☐ YES ☒ NO  
If yes, what is your Federal ID #? \_\_\_\_\_

Name of Registered Agent John Spaustat

Name of Proposed Manager John Spaustat  
This person must complete form 35-4013

**List name of Chief Executive Officer**

Last Name: Spaustat First Name: John MI T

Address Street 10302 Rockbrook Rd City Omaha

State NE Zip Code 68 Home Phone number 402-510-1055

Social Security Number \_\_\_\_\_ Date of Birth 1-13-55

List names of all Officers, Directors, Stockholders, Members and their Spouses

Last Name Spaustat First Name John  
Social Security Number \_\_\_\_\_ Date of Birth 1-13-55  
Title President Number of Shares \_\_\_\_\_  
Spouse Name (indicate N/A if single) Karen Spamek  
Spouse Social Security Number 508-78-5765 Date of Birth 6-19-54  
Title VP of Operations Number of Shares 0

---

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Title \_\_\_\_\_ Number of Shares \_\_\_\_\_  
Spouse Name (indicate N/A if single) \_\_\_\_\_  
Spouse Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Title \_\_\_\_\_ Number of Shares \_\_\_\_\_

---

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Title \_\_\_\_\_ Number of Shares \_\_\_\_\_  
Spouse Name (indicate N/A if single) \_\_\_\_\_  
Spouse Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Title \_\_\_\_\_ Number of Shares \_\_\_\_\_

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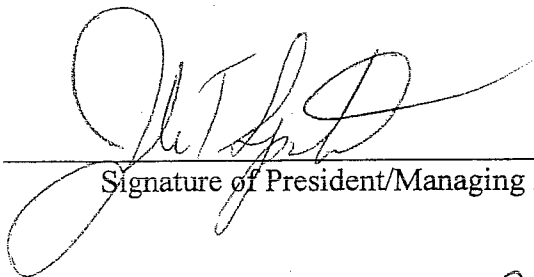
Is this Corporation or Limited Liability Company controlled by another Corporation?

☐ Yes ☒ No

If yes, give name of corporation and supply organizational chart

Indicate tax year with the IRS

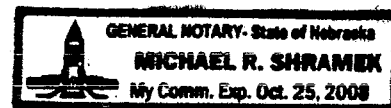
Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_



Signature of President/Managing Member

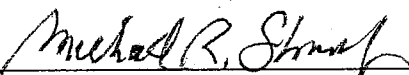


Notary Public Signature & Seal

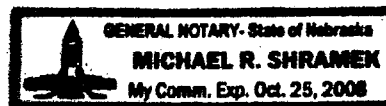


Subscribed in my presence and sworn to before me this

12 day of July, 2007



Notary Public Signature & Seal



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

APPLICATION FOR LIQUOR LICENSE  
CORPORATION MANAGER - FORM 3b  
\*MUST BE A NEBRASKA RESIDENT\*

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.nol.org/home/NLCC/](http://www.nol.org/home/NLCC/)

RECEIVED

JUL 13 2007

NEBRASKA LIQUOR  
CONTROL COMMISSION

LIQUOR LICENSE INFORMATION

NAME OF LICENSED CORPORATION Fantasy's, Inc.  
CLASS & LICENSE NUMBER D  
TRADE NAME Southport Fantasy's  
STREET ADDRESS 7828 S. 123rd Plaza CITY LaVista

SIGNATURE OF CORPORATION PRESIDENT/CEO

APPLICANT INFORMATION (MUST BE 21 OR OVER AND NEBRASKA RESIDENT)

NAME John T. Spaustat  
ADDRESS 10302 Rockbrook Rd  
CITY Omaha STATE NE ZIP CODE 68134  
HOME PHONE NUMBER (402) 510-1055 BUSINESS PHONE NUMBER (402) 891-9455  
SEX ☒ MALE ☐ FEMALE SOCIAL SECURITY NUMBER \_\_\_\_\_  
DATE OF BIRTH 1-13-55 PLACE OF BIRTH \_\_\_\_\_  
DRIVERS LICENSE NUMBER & STATE GD 117337 Nebraska

SPOUSES INFORMATION (IF NOT MARRIED INDICATE)

SPOUSE NAME Karen Shramek  
SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH 6-19-54  
DRIVERS LICENSE NUMBER & STATE 601086663 KS  
Nebraska

**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.

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

☒ YES ☐ NO *Current license #'s*  
\* 43190, 32144, 50333, 41291, 41066, 40192, 58153, 61924  
65955

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

☐ YES ☒ NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?

Nebraska Liquor Control Act (§53-131.01)

☒ YES ☐ NO

5. Have you filed fingerprint cards and **PROPER FEES** (if check, make out to the NE State Patrol), with this application?

☒ YES ☐ NO

**RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE**

APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
John Spaustat, Omaha NE	1981 Present	Karen Shramek, Omaha NE	1981 Present

**EMPLOYERS - LIST LAST TWO EMPLOYERS**

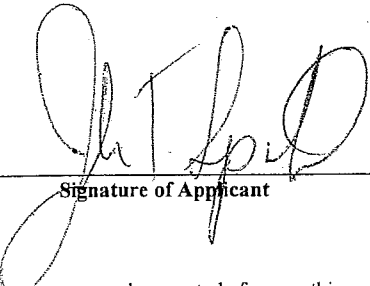
MONTH/YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1/1981 Present	Smith Barney/Citigroup		(402) 548-3424

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
MUST BE SIGNED BY APPLICANT & SPOUSE**

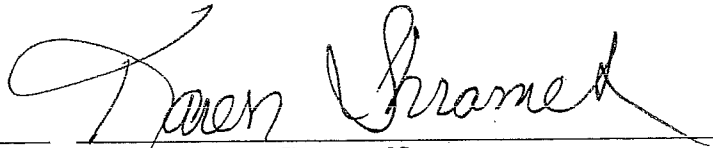
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. 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, an 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 Applicant



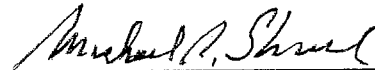
Signature of Spouse

Subscribed in my presence and sworn to before me this 12  
day of July 2007

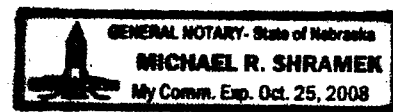
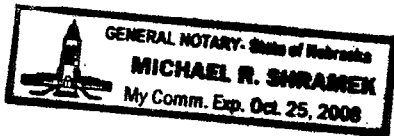
Subscribed in my presence and sworn to before me this 12  
day of July 2007



Notary Signature & Seal



Notary Signature & Seal

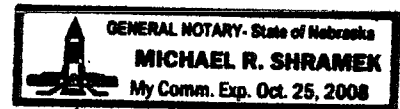


**NEBRASKA LIQUOR CONTROL COMMISSION  
AFFIDAVIT OF NON PARTICIPATION**

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. The undersigned individual will also be waived of filing fingerprint cards, however, will be required to disclose any violation(s) on all applications and sign all necessary documents.

*Karen Shramek*  
Signature of Spouse Asking to be Waived

SUBSCRIBED in my presence and sworn to before me this 12 day  
of July, 2007.

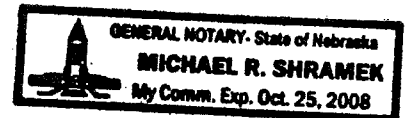


*Michael R. Shramek*  
Signature of Notary Public

The applying individual, whose spouse is requesting to be waived, understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

*[Signature]*      John T. Sproust  
\*Signature of applying individual      Print name of applying individual  
(spouse of individual listed above)

SUBSCRIBED in my presence and sworn to before me this 12 day  
of July, 2007.



*Michael R. Shramek*  
Signature of Notary Public

\*spouse of individual listed above is the individual required to sign bottom portion of affidavit

## Real Estate Transfer Statement

• Read instructions on reverse side

FORM  
521

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND LINES 1-25 ARE ACCURATELY COMPLETED

1 County Name <b>Sarpy</b>	2 County Number	3 Date of Sale Mo. <u>9</u> Day <u>28</u> Yr. <u>06</u>	4 Date of Deed Mo. <u>9</u> Day <u>28</u> Yr. <u>06</u>
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) <b>Port Starboard, LLC</b> Street or Other Mailing Address <b>780 N 114th Street</b> City <b>Omaha, NE</b> 68154 State Zip Code Telephone Number		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) <b>Fantasy's Inc.</b> Street or Other Mailing Address <b>15611 Harrison Street</b> City <b>Omaha, NE</b> 68136 State Zip Code Telephone Number	

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C also if property is mobile home.						
(A) Status		(B) Property Type		(C)		
(1) <input type="checkbox"/> Improved	(1) <input type="checkbox"/> Single Family	(4) <input type="checkbox"/> Industrial	(6) <input type="checkbox"/> Recreational	(8) <input type="checkbox"/> Mineral Interests-Producing	(9) <input type="checkbox"/> State Assessed	(1) <input type="checkbox"/> Mobile Home
(2) <input checked="" type="checkbox"/> Unimproved	(2) <input type="checkbox"/> Multi-Family	(5) <input type="checkbox"/> Agricultural	(7) <input type="checkbox"/> Mineral Interests-Nonproducing		(10) <input type="checkbox"/> Exempt	
(3) <input type="checkbox"/> IOLL	(3) <input checked="" type="checkbox"/> Commercial					
8 Type of Deed						9
<input checked="" type="checkbox"/> Warranty <input type="checkbox"/> Sheriff <input type="checkbox"/> Executor <input type="checkbox"/> Mineral <input type="checkbox"/> Cemetery						
<input type="checkbox"/> Quit Claim <input type="checkbox"/> Conservator <input type="checkbox"/> Partition <input type="checkbox"/> Trust <input type="checkbox"/> Other						
10 Type of Transfer						
<input checked="" type="checkbox"/> Sale <input type="checkbox"/> Auction <input type="checkbox"/> Gift <input type="checkbox"/> Exchange <input type="checkbox"/> Foreclosure <input type="checkbox"/> Satisfaction of Contract <input type="checkbox"/> Life Estate <input type="checkbox"/> Other (explain)						
11 Ownership Transferred in Full (If No, explain division)				12 Was real estate purchased for same use? (If No, state intended use)		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
13 Was sale between relatives? (If Yes, check appropriate box)						
<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Spouse <input type="checkbox"/> Parents and Child <input type="checkbox"/> Family Corporation or Partnership						
<input type="checkbox"/> Grandparents and Grandchild <input type="checkbox"/> Brothers and Sisters <input type="checkbox"/> Aunt or Uncle to Niece or Nephew <input type="checkbox"/> Other						
14 If the real estate was transferred for nominal consideration, what is the current market value?				15 Was mortgage assumed? If Yes, state amount and interest rate.		
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ %		
16 Does this conveyance divide a current parcel of land?				17 Was sale through a real estate agent? (If Yes, name of agent)		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
18 Address of Property				19 Name and Address of Person to Whom Tax Statement Should be Sent		
				<b>Fantasy's Inc.</b> <b>15611 Harrison Street</b> <b>Omaha, NE 68136</b>		

## 20 Legal Description

Lot 2, Southport East Replat Three, an Addition to the City of Omaha, in Douglas County, Nebraska.

21 If agricultural, list total number of acres

22 Total purchase price, including any liabilities assumed	22	\$	1,392,912.00
23 Was nonreal property included in purchase? <input type="checkbox"/> YES <input type="checkbox"/> NO (if Yes, enter amount and attach itemized list)	23	\$	
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24	\$	1,392,912.00

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true and correct, and that I am duly authorized to sign this statement.

Fantasy's Inc.

25 **sign here** Print or Type Name of Grantee or Authorized Representative Telephone Number

Signature of Grantee or Authorized Representative Title Date

## REGISTER OF DEEDS' USE ONLY

## FOR NDR USE ONLY

26 Date Deed Recorded Mo. Day Yr.	27 Value of Stamp or Exempt Number \$	28 Deed Book	29 Deed Page	30
--------------------------------------	--	--------------	--------------	----



## WARRANTY DEED

Know all men by these presents, that **Port Starboard, LLC, a Nebraska limited liability company**, herein called the grantor whether one or more, for and in consideration of the sum of One dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto **Fantasy's Inc., a Nebraska corporation**, herein referred to as "Grantee", the following described real property:

**Lot 2, Southport East Replat Three, an Addition to the City of La Vista, in Sarpy County, Nebraska.**

Seller is the owner of Lot 3, Southport East Replat Three, an Addition to the City of La Vista, in Sarpy County, Nebraska and hereby places the following restriction over said lot:

Seller hereby prohibits Lot 3, Southport East Replat Three to be used as a c-store, gasoline retailer, car wash or "Walgreens" type of store.

To have and to hold the above described premises together with all tenements, hereditament and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrances except covenants, easements and restrictions of record; that they are free from all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated: September 28, 2006

Port Starboard, LLC,  
a Nebraska limited liability company

By: 

Tucker B. Magid  
Managing Member

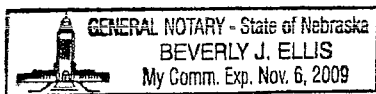
By: Starboard South, LLC,  
a Nebraska limited liability company,  
Managing Member

By: 

Trenton B. Magid, Managing Member

STATE OF NEBRASKA     )  
                                      )s.s.  
COUNTY OF DOUGLAS     )

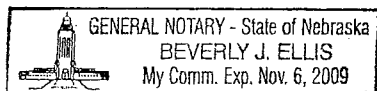
The foregoing instrument was acknowledged before me on September 28, 2006 by Tucker B. Magid, Managing Member of Port Starboard, LLC, a Nebraska limited liability company, on behalf of the Limited Liability Company. Tucker B. Magid personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.



*Beverly J. Ellis*  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
                                      )s.s.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me on September 28, 2006 by Trenton B. Magid, Managing Member of Starboard South, LLC, a Nebraska limited liability company, which is a managing member of Port Starboard, LLC, a Nebraska limited liability company, on behalf of the Limited Liability Company. Trenton B. Magid personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.



*Beverly J. Ellis*  
\_\_\_\_\_  
Notary Public

When recorded return to:

TierOne Bank  
Attn: Credit Administration Department  
1235 "N" Street  
Lincoln, NE 68508

CONSTRUCTION SECURITY AGREEMENT/  
DEED OF TRUST WITH ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT

COPY

Loan No. 01-09251206

THIS CONSTRUCTION SECURITY AGREEMENT/DEED OF TRUST WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (herein "Security Instrument") is made this 28<sup>th</sup> day of September, 2006, among the Trustor, **Fantasy's, Inc., a Nebraska corporation**, whose address is c/o John T. Spaustat, 15611 Harrison Street, Omaha, Nebraska 68136 (herein "Borrower"), **TierOne Bank** (herein "Trustee"), and the Beneficiary, **TierOne Bank**, a federally chartered savings bank, whose address is 1235 "N" Street, Lincoln, Nebraska 68508 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, assigns, and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of and security of Lender, under and subject to the terms and conditions hereinafter set forth, the following described real property located in the County of Sarpy, State of Nebraska:

(See Exhibit "A" attached hereto and incorporated herein by this reference)

which has the address of 126<sup>th</sup> & Giles Road, La Vista, Nebraska (herein "Property Address");

IT IS UNDERSTOOD BY THE BORROWER AND LENDER THAT THIS SECURITY INSTRUMENT, WHICH IS SECURED BY THE ABOVE-REFERENCED PROPERTY, IS A CONSTRUCTION SECURITY AGREEMENT; THAT IT DOES OR WILL SECURE AN OBLIGATION WHICH THE BORROWER HAS OR WILL INCUR FOR THE PURPOSE OF MAKING AN IMPROVEMENT OR IMPROVEMENTS ON PROPERTY HEREIN DESCRIBED AND IS A CONSTRUCTION SECURITY INTEREST; AND THAT ADVANCES MADE HEREUNDER WILL BE APPLIED TO THE PAYMENT OF THE CONTRACT PRICE OF SAID IMPROVEMENTS.

TOGETHER WITH all improvements now or hereafter erected on such property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including, but not limited to, heating and cooling equipment, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property, or the leasehold estate if this Security Instrument is on a leasehold, are herein referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's Note Secured by Construction Security Agreement dated of even date herewith (herein "Note"), in the principal sum of **THREE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,800,000.00)** (the "Principal") with Interest (as defined in the Note) thereon, providing for monthly Interest Only payments, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2012 (the "Maturity Date"); the payment of all sums, with interest thereon, advanced in accordance herewith to protect the real and personal property covered by this Security Instrument; and the performance of the covenants and agreements of Borrower herein contained or contained in the Note or any other document executed by Borrower in connection with the indebtedness secured hereby (jointly, the "Loan Documents").

Borrower covenants to Lender and Trustee that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any

title insurance policy insuring Lender's interest in the Property and otherwise reasonably acceptable to Lender.

Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the Principal of and Interest on the indebtedness evidenced by the Note, and all prepayment and late charges as provided in the Note or in this Security Instrument.

2. **FUNDS FOR TAXES AND INSURANCE.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on each Due Date under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for the insurance required to be maintained pursuant hereto, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills or other reasonable estimates thereof.

The Funds shall be held by Lender and commingled with the Lender's other funds and, further, Lender shall not be liable to Borrower for interest on such Funds. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If at any point during the term hereof, the amount of the Funds held by Lender shall exceed the amount required to pay the taxes, assessments, insurance premiums and ground rents as they fall due during the next consecutive twelve-month period, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on future monthly payments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums, and ground rents as they fall due during the next consecutive twelve-month period, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 23 herein the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender (i) first to interest payable on the Note, (ii) then in payment of amounts payable to Lender by Borrower under Paragraph 2 hereof, and (iii) then to the Principal of the Note.

4. **CHARGES; LIENS.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payments directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend such enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **INSURANCE COVERAGES.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, in an amount equal to the full replacement value of the improvements (80% co-insurance clause permitted), as established by a competent insurance appraiser. Comprehensive general public liability insurance will also be obtained, with a company acceptable to the Lender, for an amount not less than \$2,000,000.00 combined single limit. Business Interruption/rental value insurance equal to a twelve (12) month period, as established by a competent insurance appraiser, shall also be carried throughout the term of the loan. The Property, if located in a 100-year flood plain, shall also be covered, for the term of the loan, by flood insurance in an amount at least equal to the outstanding principal balance of the loan, or the maximum limit of coverage made available with respect to this particular type of property, whichever is less.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. It is required that the insurance carrier hold a Policyholders Rating of at least B+ as set forth in the most current issue of Best's Key Rating Guide for property and casualty companies. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

In the event any policy is not renewed on or before ten (10) days of its expiration, the Lender, to protect its interest, may procure insurance on the improvements, pay the premiums and such sums shall become immediately due and payable with Interest at the rate set forth in the Note until paid and shall be secured by this Security Instrument. Failure by Borrower to comply may, at the option of Lender, constitute a default under the terms of this Security Instrument.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a Lender's loss payable endorsement/standard mortgagee clause in favor of and in form acceptable to Lender, shall provide that the policies may not be canceled, modified, or not renewed except upon the giving of at least thirty (30) days prior written notice to Lender, and shall also provide that any losses shall be payable to Lender and Borrower, as their respective interest may appear, notwithstanding (i) any act, failure to act or negligence contained in such policy by any named insured, (ii) the occupation or use of the Property for purposes more hazardous than permitted by the terms thereof, (iii) any foreclosure or other action or proceeding taken by Lender or foreclosure pursuant to any provision of this Security Instrument, or (iv) any change in title or ownership of the Property. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair by Borrower of the Property damaged, provided such restoration or repair is economically feasible and the real and personal property covered by this Security Instrument is not thereby impaired. In the event of restoration or repair, the insurance proceeds shall be held in escrow by Lender and disbursed to Borrower as construction is completed and Borrower's contractors are paid. If such restoration or repair is not economically feasible or if the real and personal property covered by this Security Instrument would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to Principal shall not extend or postpone the Due Date of the Installments referred to in Paragraphs 1 and 2 hereof or change the amount of such Installments. If under Paragraph 23 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part hereof.

**7. COMPLIANCE WITH LAWS: HAZARDOUS MATERIALS.** Borrower shall keep the Property in compliance with any and all applicable federal, state and local laws, ordinances and regulations relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and ground water conditions (collectively the "Environmental Laws"). Borrower shall not use, generate, release, manufacture, store or dispose of on, under or about the Property, or transport to or from the Property, any flammable explosive, radioactive materials, asbestos, petroleum or petroleum products, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances",

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"hazardous wastes", "hazardous materials" or "toxic substances" under any Environmental Laws (collectively referred to hereinafter as "Hazardous Materials"). Nothing contained herein shall be construed so as to limit Borrower's ability to use and store janitorial and office supplies in reasonable quantities on the Property, provided such supplies are employed, stored and disposed of in accordance with all Environmental Laws. Borrower hereby warrants and represents to Lender, that there are no hazardous Materials on or under the Property. Borrower hereby agrees to indemnify and hold harmless Lender, its directors, officers, employees, and agents, and any successors to Lender's interest, from and against any and all claims, damages and liabilities arising in connection with the presence, use, storage, release, disposal or transport of any Hazardous Materials on, under, from or about the Property, including, without limitations, (i) all damages directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Borrower or any prior owner or operator of the Property or any other person, including an adjacent property owner or operator, and (ii) all costs of any required or necessary repair, remediation, clean-up or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials by any person on or under the Property prior to transfer of title thereto by Lender. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS SECURITY INSTRUMENT.

At any time that Lender reasonably suspects the presence of Hazardous Materials, in, on, under, from or around the Property (except with respect to any Hazardous Materials used in the ordinary course of business of Borrower or the tenants of the Property, with respect to which use there has been no violation of Environmental Laws) or upon and after any Event of Default hereunder, Lender shall have the right to require Borrower, at the sole cost and expense of Borrower, to employ a qualified independent environmental firm, acceptable to Lender, to conduct an environmental assessment of the Property to determine whether there is any Hazardous Material above, in, on, under, from or around the Property, such that the Property, any activity related to the Property, or the Hazardous Materials is subject to regulation under Environmental Laws. Lender shall instruct such environmental firm to conduct such assessment in such a manner as to minimize interference with the operation of the Property.

**8. BANKRUPTCY.** The parties agree that Borrower has substantial duties of performance apart from its mere financial obligations under the Security Instrument, the Note and other Loan Documents or obligations which this Security Instrument secures, and that parties other than the Borrower could not adequately and fully perform the covenants to be performed by Borrower in this Security Instrument. The parties also agree that this Security Instrument is an agreement for the making of loans and for the extending of debt financing or financial accommodations. No assumption of or assignment of this Security Instrument shall be allowed in bankruptcy. Should an assumption of or assignment of this Security Instrument be permitted in violation of this covenant, the parties agree that Lender will not have adequate assurance of performance unless and until Lender is allowed access to adequate financial and other information to satisfy itself that the trustee or proposed assignee is fully able to assume the financial and personal covenants of Borrower under this agreement, in full accordance with its terms. The parties further agree that the definition of the term "adequate assurance" as set forth in the United States Bankruptcy Code, as amended, shall be applicable directly or by analogy to any determination of adequate assurance in connection with this Security Instrument.

In the event Borrower becomes a debtor in bankruptcy, the debtor in possession or trustee shall not be permitted to use, sell or lease any of the Property, whether or not in the ordinary course of business, without providing adequate protection to Lender. The parties agree that the language in the United States Bankruptcy Code, as amended, shall be the definition of the term "adequate protection" in connection with any use, sale or lease of the Property. The cash payment referred to in that section shall mean the full payments required under the Note and all other indebtedness which this Security Instrument secures.

The parties agree that because of the extreme financial importance to Lender of this transaction, Lender will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Security Instrument. In the event a plan of reorganization is proposed under Chapter 11 of the United States Bankruptcy Code, as amended, the parties also agree that the plan will be fair and equitable to Lender, as a secured creditor, only if Lender realizes under the plan the full payments required under the Note and all other indebtedness which this Security Instrument secures.

**9. AMERICANS WITH DISABILITIES ACT.** At its sole expense, Borrower shall cause the Property to be and remain in compliance with the Americans with Disabilities Act and all similar state and local laws, rules and regulations (hereafter "ADA") during the term hereof. If the Property is remodeled or altered while this Security Instrument is in effect, the Borrower shall have the work performed so that the Property continues to comply with the ADA. Borrower shall furnish to Lender, if

requested, a written opinion from a licensed architect that the remodeling/alterations comply with the ADA. Borrower hereby warrants and represents to Lender that there are no pending or threatened claims by the Department of Justice or third parties relating to the ADA. Borrower hereby agrees to indemnify and hold harmless the Lender, its directors, officers, employees and agents, and any successor to Lender's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the violation of the ADA. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE THE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS SECURITY INSTRUMENT.

**10. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument or in any other Loan Document, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, enforcement of laws or regulations, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, incurrence of attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate of EIGHTEEN PERCENT (18.00%), unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 10 shall require Lender to incur any expense or take any action hereunder.

**11. INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

**12. REPRESENTATIONS AND WARRANTIES OF BORROWER.** In order to induce Lender to execute and deliver this Security Instrument and perform hereunder, Borrower makes the following representations and warranties to Lender, which representations and warranties shall remain in effect throughout the term of this Security Instrument, and shall survive and shall be unaffected by any investigations, inspections or inquiries made by Lender, the recording of any of the Loan Documents, or the performance by Lender and Borrower hereunder:

(a) Organization: Borrower is duly organized, validly existing and in good standing as a corporation under the laws of the State of Nebraska, is qualified, in good standing, and authorized to do business in each of the jurisdictions in which the nature of its activities or properties require such authorization, and has full power and authority to own its properties, carry on this business(es) as now being conducted, and to enter into, deliver and perform under this Security Instrument.

(b) Authorization: The execution and delivery of this Security Instrument and the satisfaction of Borrower's obligations hereunder have been duly authorized by all necessary corporation in accordance with the laws of the State of Nebraska. Each of the Loan Documents, upon execution and delivery to Lender, constitutes a legally valid and binding agreement of Borrower, enforceable against Borrower in accordance with its terms, except as such enforcement may be qualified or limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights in general

(c) No Contravention: The execution, delivery, and performance of this Security Instrument by Borrower will not, immediately or with the passage of time, the giving of notice or otherwise, result in (i) the breach of, or constitute a default under, or in any manner release any party thereto from, or accelerate any obligations under, any of the terms or provisions of any lease, security agreement, mortgage, note, indenture, security instrument, license, permit, contract, agreement, or other instrument or document of any kind or nature to which Borrower is a party of by which it or its property is bound or affected, or any restriction to which it or its property is subject, (ii) the creation or acceleration of any lien or encumbrance on the property of Borrower, (iii) a violation of any order, writ, injunction, or decree by which Borrower is bound of any court, administrative agency, or governmental body, or (iv) the breach of the terms of Borrower's Articles of Incorporation and Bylaws.

(d) Disclosure: No representation or warranty of Borrower in this Security Instrument or any statement or certificate furnished or to be furnished by Borrower pursuant to this Security Instrument or in connection with the transactions contemplated herein contains or shall contain any untrue, inaccurate, or misleading statement of material fact or omits to state a material fact necessary in order to make a statement contained therein not misleading.

(e) Financial Information: The most recent annual financial statements of Borrower and the Guarantor, John T. Spaustat, delivered to Lender during the loan application process at Lender's request (the "Annual Financial Statements and Federal Income Tax Returns") accurately present the financial condition of the Borrower and Guarantor referred to therein as of the dates therein indicated.

(f) Litigation: No suits, actions, governmental investigations or inquiries, proceeding (including, without limitation, condemnation or eminent domain proceedings), or other litigation is pending or, to the best of Borrower's knowledge, proposed or threatened, against or affecting Borrower, the Property, or the Collateral which, singularly or in the aggregate, if adversely determined, would materially inhibit or impair Borrower's ability to perform hereunder or reduce or restrict Borrower's interest in the Property or the Collateral, and Borrower knows of no basis for any such litigation.

(g) Loan Documents: All representations and warranties of Borrower contained in the Note, Assignment of Leases and Rents and the Hazardous Substances Certificate and Indemnity Agreement entered into by Borrower are true and accurate in all material respects to the extent not inconsistent with the representations and warranties of Borrower contained herein.

(h) Property: Neither the whole nor any portion of the Property is subject to any pending condemnation, taking, or other similar proceeding by any public or private authority, and, to the best of Borrower's knowledge, no such condemnation or taking is threatened or contemplated with respect to the Property. Borrower is unaware of and has not been notified of any plan, study, or effort by any governmental authority or agency which in any way affects or would affect the present use or zoning of the Property nor any existing, proposed, or contemplated plan to widen, modify, or realign any street or highway adjoining the Property. The Property and the occupancy by or operation of the Borrower's business at the Property is not in violation of any law or any building, zoning, fire, health, or other ordinance, code, or regulation, and neither Borrower nor any tenant has received any notice or request from any governmental authority, insurance company or board of fire underwriters alleging any such violation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property which has not been heretofore complied with. There exist adequate rights of egress from and ingress to the Property, and there is currently adequate access to all water, sewer, gas, electric, telephone, drainage, and other utility equipment and services required by law or necessary for the operation of the business currently operated on the Property, and, to the best of Borrower's knowledge, no fact, condition, or threatened or proposed action exists which would or could have the effect of diminishing such rights.

(i) Environmental Matters: For purposes of this Security Instrument, "Hazardous Substances" shall mean asbestos in a friable state or condition, non-contained polychlorinated biphenyls ("PCBS"), petroleum or petroleum products, and any hazardous or toxic waste or substance or related material defined or treated as a "hazardous substance" or "toxic substance" or "hazardous waste" or "toxic waste" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.) ("CERCLA"), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) ("RCRA"), or any other applicable federal, state or local statute, law or ordinance, and any rules and regulations promulgated thereunder (jointly, the "Applicable Environmental Law"). No Hazardous Substances have been generated, used, discharged, dispersed, released, disposed of, or allowed to escape on or under the Property in violation of Applicable Environment Law. No asbestos or asbestos-containing substance presently in a condition or in a sufficient quantity as to violate Applicable Environmental Law has been installed, used, incorporated into or disposed of on the Property. No underground liquid storage tanks are located on the Property. No notice has been received by Borrower or any tenant with respect to, nor is Borrower aware of any basis for, any federal, state or local agency investigation, administrative order, consent order or decree, litigation, or settlement regarding the existence of



Hazardous Substances on or under the Property or the use, generation, or disposal thereof by Borrower or any tenant or previous owner or tenant. The Property is and at all times has been in compliance with Applicable Environmental Laws. No notice, demand, claim, or other communication has been received by Borrower or any tenant from any governmental or other entity or individual claiming any violation of or demanding compliance with any Applicable Environmental Law, or demanding payment, contribution, remedial action or any other action or inaction with respect to any actual or alleged environmental damage or condition. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATIONS PURSUANT TO THIS PARAGRAPH 12 (i), SHALL SURVIVE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS SECURITY INSTRUMENT.

13. **CONDEMNATION.** Borrower shall promptly provide Lender with notice of any condemnation, eminent domain, change of grade or other proceedings with respect to the Property. All moneys and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to, or on account of change of grade affecting, any portion of the Property by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the Lender, be paid to the Lender, and such moneys and awards are hereby assigned to Lender, and judgment therefor shall be entered in favor of Lender, and when paid shall be used at its option toward the payment of any indebtedness, taxes, assessments, repairs or other items for the payment of which this Security Instrument is given as security, whether the same be then due or not and in such order or manner as Lender may determine, or for the restoration or repair of the Property, and any amount not so used shall be released by the Lender to the Borrower. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to Principal shall not extend or postpone the Due Date of the Installments referred to in Paragraphs 1 and 2 hereof or change the amount of such Installments.

14. **BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest or permitted assignee of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's guarantors. Lender shall not be required to commence proceedings against such successor or assignee or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's guarantors.

15. **LENDER'S POWERS.** Without affecting the liability of Borrower or any other person liable for the payment of any obligation secured hereby, and without affecting the lien or charge of this Security Instrument upon any portion of the Property not then or heretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice to Borrower (i) release any person so liable, (ii) extend or renew the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Lender's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compromises, settlements, or other arrangements with debtors in relation thereto.

16. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. Likewise, the waiver by Lender of any default by Borrower hereunder shall not be deemed to be a waiver of any other or subsequent default by Borrower hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Security Instrument in the event of Borrower's default hereunder.

17. **REMEDIES CUMULATIVE.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

18. **ASSIGNMENT; SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** Lender may assign its rights and obligations hereunder by notice to Borrower. Borrower may not assign its rights or obligations hereunder, whether by contract or operation of law, without the prior written consent of Lender, which may be withheld in Lender's sole discretion. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and permitted assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

19. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Security Instrument shall be in writing to be effective and given by mailing such notice by first class U.S. mail, postage prepaid, to Borrower c/o John T. Spaustat, 15611 Harrison Street, Omaha, Nebraska 68136 or at such other address as Borrower may designate by notice to Lender as provided herein, and (ii) any such notice to Lender shall be in writing to be effective and given by mailing such notice by first class U.S. mail, postage prepaid, to Lender c/o Credit Administration Department, 1235 "N" Street, Lincoln, Nebraska 68508, or to such other address as Lender may designate by notice to Borrower as provided herein. Any such notice shall be effective upon deposit with U.S. mail. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender only when given in the manner designated herein.

20. **UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY.** This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. In the event that any provision or clause of this Security Instrument or the Note or any other Loan Document conflicts with applicable law, such conflict shall not affect the other provisions of this Security Instrument or the Note or any other Loan Document which can be given effect without the conflicting provision, and to this end the provisions of the Security Instrument and the Note and the Loan Documents are declared to be severable. This Security Instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. This Security Instrument shall be governed by and construed in accordance with the Laws of the State in which the Property is located, except to the extent that Federal laws or the rules and regulations of the Office of Thrift Supervision, or its successor, preempt the laws of the State in which the Property is located, in which case Lender shall be entitled to such Federal rights and remedies without regard to conflicting limitation imposed by State law.

21. **BORROWER'S COPY.** Borrower acknowledges receipt of a conformed and completed copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

22. **TRANSFER OF THE PROPERTY; ASSUMPTION.** If the Borrower or any successor in interest to Borrower or the Property described in this Security Instrument should, without the prior written consent of the Lender, assign the Note or sell, convey, transfer, or alienate the Property, or any part thereof, or any interest therein, or be divested of its title or any interest therein in any manner, whether voluntary or involuntary, by contractual arrangement or operation of law, or if the Borrower or any successor in interest to Borrower or the Property is a corporation, partnership, limited liability company, or joint venture, and more than fifty percent (50%) of the equity ownership of such corporation, partnership, limited liability company, or joint venture is, without the prior written consent of Lender, sold, conveyed, transferred or alienated, either voluntarily or involuntarily, by contractual arrangement or operation of law, then the Lender shall have the right at its sole option to declare any and all indebtedness due hereunder, or any other obligation secured by this Security Instrument, immediately due and payable.

Not less than thirty (30) days prior to any such sale or other transfer, Borrower shall notify Lender in writing of the proposed sale or transfer and shall provide Lender with such information concerning the terms and conditions of the sale or transfer and the creditworthiness and financial condition of the proposed purchaser or transferee as Lender may require. Lender may withhold its consent to any such sale or other transfer in Lender's sole discretion.

A consent and waiver of Lender's option to accelerate shall be subject to (a) the credit of the purchaser or transferee being satisfactory to the Lender; (b) an assumption fee of two percent (2%) of the then outstanding Principal balance being paid to Lender; (c) assumption of full and unconditional liability on the indebtedness by all purchasers or transferees of the Property on a joint and several basis; and (d) any other requirements reasonably necessary to protect Lender's interest in the Property. Any agreement regarding Lender's consent and waiver of its option to accelerate must be in writing and reached prior to the date of the sale or transfer. Waiver of any right granted to the Lender by the provisions of this paragraph as to one transaction, event or occurrence shall not be deemed to be a waiver of any right as to any subsequent transaction, event or occurrence.

The sale or transfer of the Property subject to this Security Instrument or the assignment of the Note shall not operate to release the Borrower or any guarantor of the Note without the express written agreement of Lender, which may be withheld in Lender's sole discretion.

If the ownership of the Property subject to this Security Instrument becomes vested in a person(s), corporation, partnership, limited liability company, or joint venture other than the Borrower, the Lender may, without notice to the Borrower, deal with such successor or successors in interest with reference to the Security Instrument and the debt evidenced hereby secured as with the Borrower, and may forebear to sue, alter time for payment of the debt, change the Interest rate and/or payments of the

debt hereby secured, without discharging or in any way affecting the liability of the Borrower hereunder or upon the debt secured.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 19 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which the Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 23 hereof.

**23. ACCELERATION; REMEDIES.** Except as provided in Paragraph 22 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Security Instrument, or if there shall be filed by or against Borrower an action under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors; or there shall be appointed any trustee, receiver, or liquidator of Borrower of all or any part of the Property, or the rents, issues or profits thereof, or Borrower shall make any general assignment for the benefit of creditors, or abandonment of the Property, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 19 hereof specifying (i) the breach; (ii) the action required to cure such breach; (iii) a date, not less than ten (10) days from the date notice is mailed to Borrower, by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses actually incurred in pursuing the remedies provided in this Paragraph 23, including, but not limited to, attorneys' fees actually incurred.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine and in the manner prescribed by applicable law. Trustee may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale and in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any such sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property sold. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees of not more than 1/2 of 1% of the gross sale price, attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument, in such order as Trustee shall determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

**24. ACCELERATION; PREPAYMENT PRIVILEGE.** Upon any default by Borrower and following the acceleration of maturity as herein provided, a tender of payment of the amount necessary to satisfy the entire or any portion of indebtedness secured hereby, including the late payment fee and interest accrued at the default rate set forth in the Note, made at any time prior to foreclosure sale (including sale under power of sale) by the Borrower, its successors or permitted assigns or by anyone on behalf of Borrower, its successors or permitted assigns, shall constitute an evasion of the prepayment terms of said Note and be deemed to be a voluntary prepayment thereunder and any such payment, to the extent permitted by law, will, therefore, include the additional payment required under the prepayment privilege, if any, contained in said Note.

**25. BORROWER'S RIGHT TO REINSTATE.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) the fifth day before the sale of the Property pursuant to the power of sale contained in this Security Instrument, or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note, had no acceleration occurred, including the late payment fee and interest accrued at the default rate set forth in the Note; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all expenses actually incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's and Trustee's remedies as provided in Paragraph 23 hereof, including, but not limited to, attorneys' fees;

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and (d) Borrower takes such other action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property pursuant to the Assignment of Leases and Rents dated of even date herewith by Borrower in favor of Lender, provided that Borrower shall, prior to acceleration under Paragraph 23 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

**27. SECURITY AGREEMENT AND FINANCING STATEMENT UNDER UNIFORM COMMERCIAL CODE.** This Security Instrument encumbers, and Borrower hereby grants Lender a security interest in, Borrower's interest in all personal property of any kind whatsoever, whether tangible or intangible, whether or not any such personal property is now or becomes a "fixture", which is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of the Property. Such personal property ("Collateral") shall include those items as shown on the attached Exhibit "B".

"Fixtures" shall include all articles of personal property, furniture and furnishings which are so related to the Property such that an interest arises in them under the real estate laws of the State of Nebraska. To the extent of the existence of Collateral encumbered by this Security Instrument, this Security Instrument shall constitute a security agreement and when filed with the Nebraska Secretary of State and in the real property records of the county where the Property is situated is intended to create a perfected security interest in such Collateral in favor of Lender and to constitute a "fixture filing" in accordance with the provisions of Nebraska Uniform Commercial Code. This Security Instrument shall be self-operative with respect to such Collateral, but Borrower agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Lender may request in order to impose the lien hereof more specifically upon any such Collateral and to pay the recording and/or filing fees associated therewith. For purpose of treating this Security Instrument as a security agreement and financing statement, Lender shall be deemed to be the Secured Party and Borrower shall be deemed to be the Debtor.

**28. RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**29. SUBSTITUTE TRUSTEE.** Lender, at Lender's option, may from time to time by an instrument recorded in the Register of Deeds' office of the County in which this Security Instrument is recorded and otherwise in accordance with the provisions of Neb. Rev. Stat. § 76-1004 remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**30. OTHER DOCUMENTS.** The undersigned has also executed other Loan Documents simultaneously with the Note and this Security Instrument. The parties hereto agree that said Loan Documents shall survive the closing, and that a default or violation of any one Loan Document is a default or violation of all Loan Documents, and that as a result thereof, the Security Instrument can be foreclosed or a default can be declared.

**31. FINANCIAL STATEMENTS.** Within one hundred fifty (150) days of Borrower's fiscal year end, Borrower shall furnish to Lender, Borrower certified annual operating statements for the Property during the term of the loan, which statements shall be prepared in accordance with generally accepted accounting principles consistently applied and reviewed by an independent certified public accountant. Said statements shall include a rent roll, gross income (itemized as to source), operating expenses (itemized) and net income before federal income taxes. Upon conversion of the Note to permanent financing, Borrower shall maintain during the remaining term of the loan a minimum debt service coverage ratio of 1.25:1 (Total Annual Net Income divided by Annual Debt Service) for the Property. The debt service coverage ratio shall be tested on an annual basis and failure to maintain said minimum debt service coverage ratio shall be an event of default.

Within one hundred fifty (150) days of Borrower's fiscal year end, Borrower shall furnish to Lender, annual financial statements for the Borrower each year during the loan term. Said statements

shall include a balance sheet, profit and loss statement, and any supplemental schedules which statements shall be prepared in accordance with generally accepted accounting principles consistently applied and reviewed by an independent certified public accountant. If Borrower fails to furnish said statements, Lender shall, at its option, have the right to audit Borrower's books and records. Borrower will also provide copies of its federal income tax returns to Lender within fifteen (15) days of filing.

Upon completion of the construction of the Property, Borrower shall furnish to Lender monthly financial statements for the Property within thirty (30) days of the end of each month during the remaining term of the loan. Said monthly financial statements shall include a balance sheet, profit and loss statement and any supplemental schedules which shall be prepared in a manner consistent with the previously prepared monthly financial statements.

Within thirty (30) days of the end of each month, Borrower shall furnish to Lender monthly financial statements for all locations owned by Borrower during the term of the loan. Said monthly financial statements shall include a balance sheet, profit and loss statement and any supplemental schedules for each location which shall be prepared in a manner consistent with the previously prepared monthly financial statements.

Within one hundred fifty (150) days of Borrower's fiscal year end, Guarantor, John T. Spaustat, shall submit personal financial statements dated and signed certifying to the accuracy of the statement during the term of the loan. Said personal financial statements must be current (not more than 60 days old) when submitted to Lender. Guarantor will also provide copies of his federal income tax returns to Lender within fifteen (15) days of filing.

32. MONTHLY INSTALLMENT ADJUSTMENTS. Borrower and Lender acknowledge that the Interest Only payments of the Note secured hereby are subject to periodic adjustment pursuant to the provisions of said Note.

33. SECONDARY FINANCING. Borrower hereby agrees that there shall be no secondary financing on the Property without the prior written consent of Lender.

34. DIVIDENDS, DISTRIBUTIONS OR LOANS TO SHAREHOLDERS. Borrower hereby agrees that there shall be no dividends, distributions or loans to any shareholders of Borrower without the prior written consent of Lender.

35. NON-MONETARY EVENT OF DEFAULT. In the event of a non-monetary default, Borrower shall cure the non-monetary default within sixty (60) days from the date that the Borrower receives written notice from Lender of the default.

36. CONSTRUCTION LOAN PROVISIONS. Borrower agrees to comply with the covenants and conditions of the Construction Loan Agreement, if any, which is hereby incorporated by reference in and made a part of this Security Instrument. All advances made by Lender pursuant to the Construction Loan Agreement shall be indebtedness of Borrower secured by this Security Instrument, and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Security Instrument up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Lender to Borrower requesting payment therefore.

From time to time as Lender deems necessary to protect Lender's interests, Borrower shall, upon request of Lender, execute and deliver to Lender, in such form as Lender shall direct, assignments of any and all rights or claims which relate to the construction of the Property and which Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may invoke all rights and remedies provided in this Security Instrument, including the acceleration of all sums secured by this Security Instrument, or (iii) may exercise any other right or remedy available to Lender under the Loan Documents or such remedies as may be provided at law or in equity. All such rights and remedies shall be cumulative.

37. REQUEST FOR NOTICE. Borrower and Lender hereby request that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Borrower and Lender at their respective mailing addresses set forth above.

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38. **CROSS-DEFAULT PROVISION.** In the event Borrower fails to comply with or is in default or breach of or fails to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including any other loan, obligation, debt or liability of Borrower to Lender, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, then such failure, default or breach shall constitute an event of default under this Security Instrument and Borrower further covenants and agrees that any event of default under the Note or this Security Agreement shall likewise constitute an event of default under any and all other loans, obligations, debts or liabilities of Borrower to Lender.

39. **CROSS-COLLATERAL PROVISION.** In addition to the indebtedness evidenced by the Note and other obligations secured hereby and all future advances made at Lender's option or advanced to protect the security of the Security Instrument, this Security Instrument shall further secure all other obligations, debts and liabilities, plus interest thereon, of Borrower, or any one or more of them, to Lender, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, and whether obligated as guarantor, surety, accommodation party or otherwise.

IN WITNESS WHEREOF, Borrower has executed and delivered this Security Instrument as of the date and year first above written.

**BORROWER:**

Fantasy's, Inc., a Nebraska corporation

By: \_\_\_\_\_  
John T. Spaustat, President

STATE OF NEBRASKA        )  
                                      ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2006, by John T. Spaustat, the President of Fantasy's, Inc., a Nebraska corporation, on behalf of corporation.

\_\_\_\_\_  
Notary Public

WHEN RECORDED TO BE RETURNED TO:

TierOne Bank  
c/o Credit Administration Department  
1235 "N" Street  
Lincoln, NE 68508

**EXHIBIT "A"**  
(Legal Description)

Lot 2, Southport East Replat Three, an Addition to the City of La Vista, Sarpy County, Nebraska.

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## EXHIBIT "B"

A. All structural and mechanical components of any structures, buildings, and improvements erected or placed upon the PROPERTY described on the foregoing Exhibit "A," together with all trees, shrubs, flowers, drains and drainage rights appurtenant to, located on, under, or above or used in connection with the PROPERTY and the improvements situated thereon, or any part thereof, whether now existing or hereafter created or acquired;

B. All goods, inventory, machinery, equipment, apparatus, fixtures, furniture, furnishings, appliances, including without limitation all built-in furniture and installations, shelving, partitions, door-stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, refrigerators, freezers, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems, all specifically designed installations and furnishings, and all of said articles of property now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the PROPERTY, all building materials and equipment now or hereafter delivered to the PROPERTY and intended to be installed or placed in or about the improvements, items held for sale or lease, items leased to others, and all items used or consumed in DEBTOR'S business;

C. Accounts, accounts receivable, contract rights, chattel paper, including tangible chattel paper and electronic chattel paper, promissory notes, drafts, instruments, investment property, money, letter of credit rights, commercial tort claims, documents and supporting obligations (including but not limited to all of the rents, royalties, issues, profits, revenue, income, proceeds and other benefits of the Premises) arising from the use or enjoyment of all or any portion of the Premises or from any lease agreement pertaining thereto, and all right, title and interest of the DEBTOR in and to all leases of the PROPERTY now or hereafter entered into and all right, title and interest of DEBTOR thereunder, all guarantees of tenants' or occupants' performances thereunder, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms; in addition all amounts paid or to be paid by the federal or state government or any governmental agency to or on behalf of DEBTOR or any tenant arising from the use or enjoyment of all or any portion of the Premises;

D. All deposit accounts of DEBTOR maintained at the offices or any branch of SECURED PARTY;

E. All rights, title and interest of DEBTOR in any and all building permits, and any other permits, licenses or authorization required by the governmental authorities having or exercising jurisdiction over the PROPERTY, all rights to performance or payment of any other nature which DEBTOR has or may have in the future under any contract or agreement regarding the PROPERTY, all rights to the names under or by which the PROPERTY may at any time be operated or known, and all rights to carry on business under any such names, logos and goodwill in any way relating to the PROPERTY, and all general intangibles, payment intangibles and software now or hereafter associated with or arising from the PROPERTY;

F. All documents of membership and any owners or members association or similar group having responsibility for managing or operating any part of the PROPERTY; all claims and causes of action relating to, arising, or derived from the PROPERTY;

G. All proceeds (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance (Insurance Proceeds) and condemnation awards on the PROPERTY (Condemnation Proceeds) (all of such proceeds hereinafter called "Proceeds").

Whether now owned or hereafter acquired or arising, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements thereof, and all proceeds and products of the foregoing wherever located.



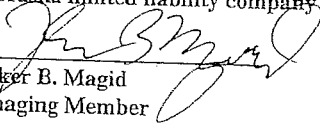
**AFFIDAVIT AND INDEMNITY  
TO COMMONWEALTH LAND TITLE COMPANY**

1. This is written evidence to you that there are no unpaid bills for materials or labor furnished for the construction and erection, repairs or improvements on property legally described as:  
  
Lot 2, Southport East Replat Three, an Addition to the City of La Vista, in Sarpy County, Nebraska.
2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of records, in any State or Federal Court, nor any tax liens filed against us. That if there are any judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein.

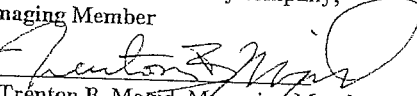
This undersigned affiant(s) know the matters herein stated are true and indemnifies Commonwealth Land Title Company, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing and forms a complete agreement by itself for any action.

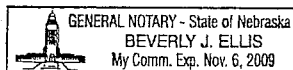
Port Starboard, LLC,  
a Nebraska limited liability company

By:   
Tucker B. Magid  
Managing Member

By: Starboard South, LLC,  
a Nebraska limited liability company,  
Managing Member

By:   
Trenton B. Magid, Managing Member

STATE OF NEBRASKA     )  
  )s.s.  
COUNTY OF DOUGLAS     )

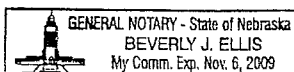


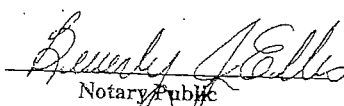
The foregoing instrument was acknowledged before me on September 27, 2006 by Tucker B. Magid, Managing Member of Port Starboard, LLC, a Nebraska limited liability company, on behalf of the Limited Liability Company. Tucker B. Magid personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.

  
Notary Public

STATE OF NEBRASKA     )  
  )s.s.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me on September 27, 2006 by Trenton B. Magid, Managing Member of Starboard South, LLC, a Nebraska limited liability company, which is a managing member of Port Starboard, LLC, a Nebraska limited liability company, on behalf of the Limited Liability Company. Trenton B. Magid personally appeared before me, a General Notary Public for the State of Nebraska, and is either personally known to me or was identified by me through satisfactory evidence.



  
Notary Public

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**NEBRASKA LIQUOR**  
**CONTROL COMMISSION**

STATE OF

NEBRASKA

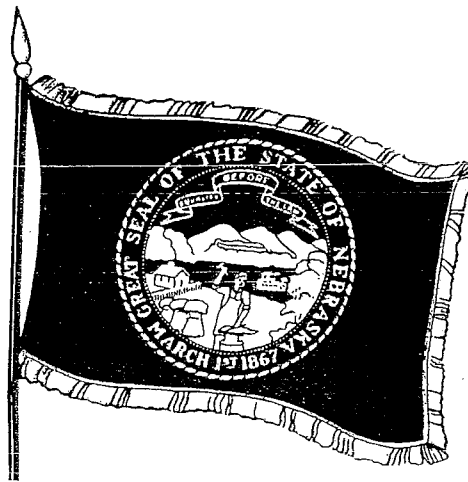
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JUL 13 2007

NEBRASKA LIQUOR  
CONTROL COMMISSION

Department of State

United States of America, }  
State of Nebraska } SR.



I, Allen J. Beermann, Secretary of State of the  
State of Nebraska do hereby certify that  
the attached is a true and correct copy of  
the Articles of Incorporation of

FANTASIES, INC.

with its registered office located in Omaha,  
Nebraska, as filed and recorded in this  
office on March 8, 1989.

I further certify that said corporation  
is in good standing as of this date.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State  
of Nebraska.

Done at Lincoln this

          eighth          

day of           March          

in the year of our Lord, one thou-  
sand nine hundred and eighty-nine.

Allen J. Beermann  
SECRETARY OF STATE

DEPUTY

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MAR 15 1989

STATE OF NEBRASKA  
DEPARTMENT OF REVENUE  
OMAHA, NEBR.

BOOK 328 PAGE 162

MAR 8 1989 6201

STATE OF NEBRASKA  
DEPARTMENT OF REVENUE  
RECEIVED AND FILED FOR  
RECORD AND RETURNED TO  
FILE NO. 89-4 AT 1029

MAR 15 9 03 AM '89 ARTICLES OF INCORPORATION

OF  
FANTASIES, INC.

*Clifford S. [Signature]*  
BY *BS* RE. 59.00

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

ARTICLE I.  
NAME

The name of the corporation is Fantasies, Inc.

ARTICLE II.  
DURATION

The period of duration of the corporation is perpetual.

ARTICLE III.  
PURPOSE

The purpose for which the corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the Nebraska Business Corporation Act.

ARTICLE IV.  
AUTHORIZED SHARES

The aggregate number of shares which the corporation shall have authority to issue is 10,000 shares of common stock, and the par value of each of such shares shall be \$1.00.

ARTICLE V.  
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 8712 West Dodge Road, Suite 300, Omaha, Douglas County, Nebraska, 68114; and the name of its initial registered agent at such address is Paul R. Elofson.

ARTICLE VI.  
NAMES AND ADDRESSES OF INCORPORATORS

The name and street address of each incorporator of the corporation are as follows:

15.00

<u>Name</u>	<u>Street Address</u>
Paul R. Elofson	8712 West Dodge Road, Suite 300 Omaha, NE 68114
Christine A. Phillips	8712 West Dodge Road, Suite 300 Omaha, NE 68114

ARTICLE VII.  
DIRECTORS' LIABILITY

An outside director of the corporation shall have no personal liability to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; however, unless and except to the extent otherwise permitted from time to time by applicable law, the foregoing provision of this Article VII shall not eliminate or limit the personal liability of an outside director of the corporation for (a) any act or omission not in good faith which involves intentional misconduct or a knowing violation of the law, (b) any transaction from which the outside director derived an improper direct or indirect financial benefit, (c) paying a dividend or approving a stock repurchase which was in violation of the Nebraska Business Corporation Act, or (d) any act or omission which violates a declaratory or injunctive order obtained by the corporation or its shareholders. For purposes of this Article VII, "outside director" shall mean a member of the board of directors of the corporation who is not an officer or a person who may control the conduct of the corporation through management agreements, voting trusts, directorships in related corporations, or any other device or relationship. If the Nebraska Business Corporation Act hereafter is amended to authorize further limitations on or eliminations of the personal liability of directors of a corporation incorporated under the Nebraska Business Corporation Act, then the personal liability of each director of the corporation shall be limited or eliminated to the fullest extent permitted by the Nebraska Business Corporation Act as so amended from time to time.

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation this 6th day of March, 1989.

Paul R. Jones  
Christine A. Lippie

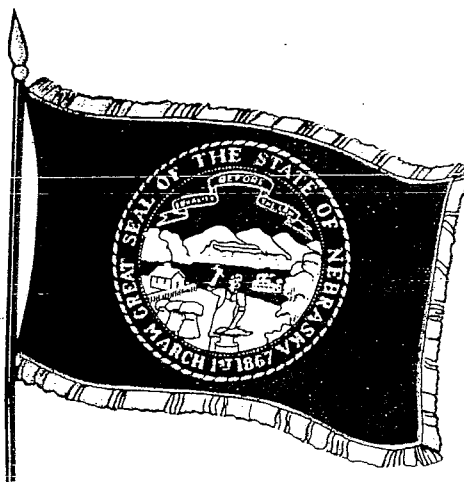
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CONTROL COMMISSION

STATE OF

NEBRASKA

United States of America,  
State of Nebraska

} RR.



Department of State

I, Allen J. Beermann, Secretary of State of the  
State of Nebraska do hereby certify that

the attached is a true and correct copy of  
Articles of Amendment to the Articles of  
Incorporation of

FANTASIES, INC.

with registered office located in Omaha,  
Nebraska, changing the corporate name to

FANTASY'S, INC.

as filed and recorded in this office on  
March 10, 1989.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State  
of Nebraska.

Done at Lincoln this

tenth

day of March

in the year of our Lord, one thou-  
sand nine hundred and eighty-nine.

*Allen J. Beermann*  
\_\_\_\_\_  
SECRETARY OF STATE

\_\_\_\_\_  
DEPUTY

CLERK OF DISTRICT COURT  
COUNTY OF NEBRASKA

BOOK 328 PAGE 165 MAR 10 1989

STATE OF NEBRASKA  
SECRETARY OF STATE

MAR 15 9 12 AM '89

ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
FANTASIES, INC.,  
a Nebraska corporation

89.5 878  
6351 \$28.00

I.

The name of the corporation filing these Articles of Amendment to the Articles of Incorporation is FANTASIES, INC.

II.

The following amendment was adopted:

Article I of the Articles of Incorporation is amended to provide that the name of the corporation shall be changed to FANTASY'S, INC.

III.

At the time of the adoption of the amendment, there were no shares of stock issued and outstanding.

IV.

These Articles of Amendment to the Articles of Incorporation have been approved and adopted by each of the incorporators of the corporation.

V.

The effective date of the amendment is the 9th day of March, 1989.

FANTASIES, INC., a Nebraska corporation

By: Paul R. Eloffson  
Paul R. Eloffson,  
Incorporator

And: Christine A. Phillips  
Christine A. Phillips,  
Incorporator

5.00

m

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

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

WHEREAS, the property owners of  
Lot 153/Southwind \$895.89  
were notified to clean up their property as they were in violation of the City of La Vista's Municipal Code, Section 133.01 and 150.54, or the City would do so and bill them accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF AUGUST, 2007.

CITY OF LA VISTA

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

ATTEST:

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



LAW OFFICES

**ERIC H. LINDQUIST, P.C., L.L.O.**

8712 WEST DODGE ROAD, SUITE 260  
OMAHA, NEBRASKA 68114-3419  
TELEPHONE (402) 829-0400  
FACSIMILE (402) 829-0409  
EMAIL: ELINDQUIST@ELINDQUISTLAW.COM

July 27, 2007

Ms. Pamela A. Buethe  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Re: Borrowers: Huckle, Mark A. and Dawn M.  
Property Address: 8136 S. 93<sup>rd</sup> Street, La Vista, NE 68128

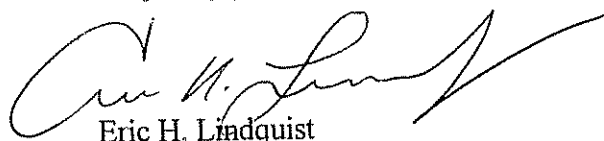
Dear Ms. Buethe:

I acknowledge receipt of your letter dated July 25, 2007 with respect to the pool and yard maintenance for the above-referenced property. In your letter, you state that Mr. Huckle told you that the house is owned by SunTrust Mortgage. At the current time, Mr. and Mrs. Huckle are still the owners of such property. We are just beginning the process of foreclosing the property non-judicially in accordance with the Nebraska Trust Deeds Act. The date of the Trustee's Sale will probably be sometime in early to mid-October.

I have forwarded a copy of your letter to SunTrust for its review.

Should you have any questions, please feel free to contact me.

Very truly yours,



Eric H. Lindquist  
For the Firm

LLK

City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128  
402.331.4343 phone number  
402.331.4375 fax number  
www.ci.la-vista.ne.us



**fax**

<b>To:</b> Eric Lindquist	<b>From:</b> Pam Buethe
<b>Fax:</b> 829-0409	<b>Pages:</b> 2 (Including Cover Sheet)
<b>Phone:</b> 829-0400	<b>Date:</b> 7-25-2007
<b>Re:</b> Bill on property Lot 153/Southwind 8136 S. 93 <sup>rd</sup> Street La Vista NE 68128	<b>cc:</b>

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☒ **Please Reply**    ☐ **Please Recycle**

• **Comments:**

Mr. Lindquist,

Mr. Huckle gave me the above information to send the attached bill to you. He stated that the house is actually owned by SunTrust Mortgage and has been since late in 2006. I am forwarding the letter we originally sent to Mr. Huckle regarding the pool and yard maintenance which was not done. Please let me know if you have any questions regarding this. If the bill is not paid by August 2, 2007 or we have not been notified that payment is in process we will have the City Council take action at their meeting of August 7, 2007 to file a special assessment with the Sarpy County Treasurer.

7004 1350 0004 0296 5864

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>®</sup> RECEIPT</b> <i>CATLY</i>	
(Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
<i>[Signature]</i>	
Sent To <i>Mark &amp; Dawn Huckle</i>	
Street, Apt. No. or PO Box No. <i>906 IRON RD</i>	
City, State, ZIP+4 <i>Papillion NE 68046</i>	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<b>A. Signature</b> <i>X [Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
<b>1. Article Addressed to:</b> <i>MARK &amp; DAWN HUCKLE</i> <i>906 IRON RD</i> <i>Papillion, NE 68046</i>		<b>B. Received by (Printed Name)</b> <i>Mark Huckle</i> <b>C. Date of Delivery</b> <i>7-10-07</i>	
		<b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
		<b>3. Service Type</b> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		<b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes	
<b>2. Article Number</b> (Transfer from service label)		<i>7004 1350 0004 0296 5864</i>	
PS Form 3811, February 2004 Domestic Return Receipt			

June 26, 2007

Mark & Dawn Huckle  
906 Iron Rd  
Papillion, NE 68046

905-2800



RE: 8136 S. 93rd Street  
La Vista, NE 68128  
Lot 153/Southwind

Dear Mrs. and Mrs. Huckle:

On May 30th, 2007, your property on Park View Blvd in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and 150.54 and a certified letter was mailed to you stating that the pool needed to be drained or cleaned and the property mowed by June 8, 2007 or the City would correct the violation at the owner's expense. On June 13, 2007 the Public Works Department drained the swimming pool; and mowed and line trimmed the back yard on the property. A total cost of \$895.89 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
--------------------	----	-------

Mowing and Line Trimming the Back Yard/Draining the Swimming Pool

Two Workers, 7 Hours Each	319.48
One Worker, 5 Hours	125.95
One Worker, 1 Hour	26.46
Equipment Cost	367.50
Material Cost	6.50

TOTAL	\$	<u>895.89</u>
-------	----	---------------

Please remit \$895.89, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on August 7, 2007, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Pamela A. Buethe'.

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

June 22, 2007

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
8136 S. 93rd St.

The following is a list of the expenses incurred by the Public Works Department on June 13, 2007 while draining the swimming pool, mowing and line trimming the back yard at 8136 S. 93rd St., per your request.

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	7	\$140.00
2 push mowers	\$13.50	7	\$94.50
2 line trimmers	\$19.00	7	\$133.00
<b>TOTAL</b>			<b>\$367.50</b>

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$24.03	7	\$168.21
Employee #2	\$21.61	7	\$151.27
Employee #3	\$25.19	5	\$125.95
Employee #4	\$26.46	1	\$26.46
<b>TOTAL</b>			<b>\$471.89</b>

**MATERIALS:**

10 trash bags @ \$.65/bag	\$6.50
<b>TOTAL</b>	<b>\$6.50</b>

**TOTAL EQUIPMENT, LABOR and MATERIALS: \$845.89**

# City of La Vista

## Service Request Form



☐ Council Member

☒ Citizen

☐ Employee

Caller's Name: Matt Keenan

Address: 9133 S 94 Street, La Vista

Phone Number: 339-6215

Date Received: 05/29/07 Time Received: 11:10 a.m. Received By: sd

Request by Phone: ☒ Request by Mail: ☐ Request in Person: ☐

Nature of Request: 8136 S 93 Street in Southwind this house is reportedly in foreclosure and the pool in the back has algae, the grass is over tall. Caller has tried to reach people in charge and they are not returning the phone calls. Other neighbors have reported seeing small wild animals coming out of this property.

Department Responsible for Action: CODE ENFORCEMENT Assigned Date: 05/29/07

Report of Action:

Date Accomplished:

Reviewed by DH: Date:

Reviewed by CA: Date:

Date Mailed:

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Mark + Dawn Huckle  
8136 S. 93rd Street  
La Vista, NE 68128  
Lot # 153 Southwind

Copies of all Requests for Service are kept on file at City Hall.

934-1131

## **Valerie Houloose**

**From:** Tom Kacmarynski  
**Sent:** Wednesday, June 06, 2007 9:24 AM  
**To:** Valerie Houloose  
**Cc:** Sharon Dennis  
**Subject:** Mark Huckle called

He is now living at a rental property at 906 Iron Rd., Papillion, 68046. His home phone # is 905-2860. He can typically be reached after 2pm at home. He currently does not have a cell phone.

He also gave me a Centris # of 800-443-1032, but told me he's never been able to speak to an actual person there.

He states that they gave the house at 8136 S. 93<sup>rd</sup> St. back to Centris as part of a bankruptcy proceeding, and they moved out of the house on 11/1/7.

I told him that you may be calling him back, or that he could best reach you between 8 and 8:30am.

Tom

**Tom Kacmarynski**  
Secretary  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

6/6/2007

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mark & Dawn Huckle  
8136 S. 93rd Street  
La Vista, NE 68128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

MARK HUCKLE

C. Date of Delivery

2/10/04

D. Is delivery address different from item 1? ☒ Yes  
If YES, enter delivery address below:

906 Iron Ridge  
Papillion NE 68046

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7004 1350 0004 0296 7998

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7004 1350 0004 0296 7998

U.S. Postal Service

**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage

\$ .41

Certified Fee

2.65

Return Receipt Fee  
(Endorsement Required)

2.15

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$ 5.21

Postmark  
Here

Sent To

Mark & Dawn Huckle  
Street, Apt. No.,  
or PO Box No. 8136 S 93rd Street  
City, State, ZIP+4  
La Vista, NE 68128

PS Form 3800, June 2002

See Reverse for Instructions





5/30/07

Mark & Dawn Huckle  
8136 S. 93<sup>rd</sup> Street  
La Vista, NE 68128

Re: Lot #153  
Southwind Subdivision

To Mark & Dawn Huckle:

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

This letter is to notify you that the pool must be maintained and the property mowed. Please have the pool drained or cleaned in order to meet city ordinances for health issues. The back yard needs to be mowed and the entire property maintained throughout the rest of this year's growing season or the city can mow the property without any further notification. A copy of our ordinance is enclosed. Please correct the by June 8th, 2007 or the city will bring in a crew to correct the violation.

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

Sincerely,

*Valerie Houloose*

Valerie Houloose  
Code Enforcement Inspector

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

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

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

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

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

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

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

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

6/8/07 Not done. Took before pictures  
and turned over to Public Works.  
There are locks on the gates which will  
need to be cut off to get to the back  
yard. The pool needs to be drained and  
the back yard cut. The front yard has  
been cut and does not need mowing at  
this time.  
The house is vacant.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 7, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
JOB DESCRIPTION — NEW & UPDATED	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A job description has been prepared for the new Recreation Program Coordinator position and is attached for your review. Updates to the Recreation Director, Assistant Recreation Director and Program Director position descriptions have also been prepared.

**FISCAL IMPACT**

As part of the FY 06/07 municipal budget, Council approved this position and budgeted funds to hire this position for a portion of the current fiscal year.

**RECOMMENDATION**

Receive/File.

**BACKGROUND**

The creation of a Recreation Coordinator position was approved during the FY 06/07 budget process. The primary responsibilities for this position will be to plan and direct youth and adult sport leagues and tournaments and to supervise Community Center staff during evenings and scheduled weekends.

The changes made to the existing job descriptions are the result of reorganizing position responsibilities, updating language and qualifications and assuming the administrative functions for the special services program.

Section 6.3 of the City of La Vista Personnel Manual states that the City Administrator shall conduct position classification studies whenever he/she deems it necessary or the duties and responsibilities have undergone significant change. If the City Administrator finds that a substantial change in organization, creation or change of position or other pertinent conditions make necessary the amendment of an existing class, he/she may amend the classification plan subject to review of the Mayor and City Council.

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Program Coordinator  
**POSITION REPORTS TO:** Assistant Recreation Director  
**POSITION SUPERVISES:** Part-Time Staff and Coordinates Volunteer Activities

### DESCRIPTION:

Under the direction of the Assistant Recreation Director, is responsible for planning, directing and supervising all youth and adult sport leagues and tournaments. Position also provides supervision to part-time staff at Community Center during evenings and scheduled weekends.

### ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Responsible for organizing leagues and developing schedules for sports programs.
2. Assists in planning events, facility improvements and determining equipment needs to ensure effective utilization of resources.
- ~~2-3.~~ Supervises part-time staff and coordinates activities of volunteers.
- ~~3-4.~~ Responds to citizen inquiries, complaints and information requests.
- ~~4-5.~~ Assists public at window and provides telephone backup support.
- ~~5-6.~~ Responsible for participant registration.
- ~~6-7.~~ Assists in the daily operation of municipal recreation programs, facility scheduling and monitoring facility usage.
- ~~7-8.~~ Organizes leagues and develops schedules for sports programs.
- ~~8-9.~~ Responsible for issuing equipment to coaches and participants and ensures proper return of same.
- ~~9-10.~~ Responsible for transporting equipment and supplies between locations.
- ~~10-11.~~ Assists in the development and implementation of programs.
- ~~11-12.~~ Assists in the development of marketing materials designed to attract and enhance participation, including annual program/facility brochure.
- ~~12-13.~~ Monitors and evaluates programs to insure goals and objectives are being met.
- ~~13-14.~~ Assists in the solicitation of donations and corporate sponsorships.
- ~~14-15.~~ Prepares reports, evaluations and general correspondence.
- ~~15-16.~~ Responsible for the compilation and maintenance of records.
- ~~16-17.~~ Performs additional duties as assigned.

### ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical and environmental demands listed here are representative of those that must be met and tolerated by an employee to successfully perform the essential functions of the job.

- Work is performed both indoors and outdoors year round.
- Periodically and during inclement weather, recreation and construction sites may be dusty, noisy and hazardous.
- For work being performed in an office setting, hand-eye coordination is necessary to operate computers and various pieces of office equipment with a satisfactory level of productivity.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.



**Note:** Physical examination and drug screening tests will follow all conditional offers of employment.

- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Incumbents must have the ability to transport themselves to and from recreation sites and lift up to 45 pounds.

**EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Must possess valid driver's license.
2. Graduation from an accredited university with a bachelor's degree in recreation administration, leisure studies, natural resources administration, public administration or related field.
3. Experience in supervising employees and coordinating activities of volunteers.

**KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge and understanding of recreation principles, concepts and techniques.
2. Must possess the insights and skills to achieve program objectives through the efforts of staff and contributed efforts of volunteers.
3. Must possess the ability to plan, execute and evaluate programs on a continuing basis.
4. Ability to establish and maintain effective working relations with city officials, volunteers, members of the public, employees and patrons.
5. Ability to communicate effectively, both orally and in writing.
6. Ability to prepare and maintain accurate records and reports.
7. Conflict management skills.
8. Knowledge and understanding of park and ball field maintenance.
9. Knowledge and understanding of sports rules and regulations.
10. Basic computer skills and ability to use MS Office products.
11. Basic mathematical and money-changing skills.
12. Ability to operate office equipment such as a photocopier, fax machine and postage meter.
13. Ability to provide own transportation.
14. Ability to work varying schedules, including evenings, weekends and holidays.
15. Ability to consistently maintain regular and dependable attendance on the job.

I have read and understand the requirements of this position description.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Program Director  
**POSITION REPORTS TO:** Recreation Director  
**POSITION SUPERVISES:** Part-time Staff and Coordinates Volunteer Activities

**DESCRIPTION:**

Under the direction of the Recreation Director, is responsible for planning, directing and coordinating ~~tournaments, trips, special events and fitness programs.~~ senior program, special services vehicle and employee wellness program. Also, assists with departmental special events.

**ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

1. Coordinates, supervises and promotes ~~tournaments,~~ senior program activities including trips and special events.
2. Provides coordination and daily oversight over the special services transportation program.
3. Supervises part-time staff and volunteers.
4. Assists in planning events, facility improvements and determining equipment needs to ensure effective utilization of resources.
5. Responds to citizen inquiries, complaints and information requests.
6. Assists in the solicitation of donations and corporate sponsorships.
7. Assists public at window and provides telephone backup support.
8. Responsible for participant registration.
9. Assists in the daily operation of municipal recreation programs, facility scheduling and monitoring facility usage.
10. Responsible for transporting equipment and supplies between locations.
- 2-11. Responsible for ~~developing development, and implementing implementation and evaluation of fitness programs.~~
12. Assists in the development of marketing materials designed to attract and enhance participation, including annual program/facility brochure.
13. Monitors and evaluates programs to insure goals and objectives are being met.
14. Prepares reports, evaluations and general correspondence.
15. Responsible for maintaining accurate records and evaluation summaries for all programs and events.
- ~~3. Responsible for maintaining accurate records and evaluation summaries for all programs and events.~~
- ~~4. Gathers information from local patrons to determine program success, generate ideas for future programs and identify volunteers.~~
- ~~5. Assists in the daily operation of municipal recreation programs and facilities.~~
- ~~6. Assists in the development of marketing materials designed to attract and enhance participation.~~
- ~~7. Assists in the supervision of part-time staff, officials, and community service workers and in coordination volunteer activities.~~
- ~~8. Responds to citizen inquiries, complaints and information requests.~~
- ~~9. Assists public at window and provides phone backup support.~~
- ~~10. Assists in the development, implementation and evaluation of programs.~~
- ~~11. Monitors and evaluates programs to insure goals and objectives are being met.~~
- ~~12. Assists in compilation and maintenance of mailing list.~~
- ~~13. Prepares reports and general correspondence.~~
16. Performs additional other duties as assigned, directed or as the situation dictates.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment.



### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical and environmental demands listed here are representative of those that must be met and tolerated by an employee to successfully perform the essential functions of the job.

- Work is performed both indoors and outdoors year round.
- Periodically and during inclement weather, recreation and construction sites may be dusty, noisy and hazardous.
- For work being performed in an office setting, hand-eye coordination is necessary to operate computers and various pieces of office equipment with a satisfactory level of productivity.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Incumbents must have the ability to transport themselves to and from recreation sites and lift up to 45 pounds.

~~Note:—Physical examination and drug screening tests will follow all conditional offers of employment.~~

### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Must possess valid driver's license.
2. ~~Graduation from an approved high school or GED equivalent.~~ Prefer graduation from an accredited university with a bachelor's degree in recreation administration, leisure studies, natural resources administration, public administration or related field.
3. ~~Prefer fitness certification.~~
4. ~~Prefer experience in supervising employees and working with volunteers.~~
3. Three (3) years experience in recreation field; or any equivalent combination of post-bachelor's degree full-time education and experience with post-bachelor's degree full-time education substituting on a year for year basis for the required experience.
4. Two (2) years experience in supervising employees and coordinating activities of volunteers.

### **KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge and understanding of recreation principles, concepts and techniques.
2. Must possess the insights and skills to achieve program objectives through the efforts of staff and contributed efforts of volunteers.
3. Must possess the ability to plan, execute and evaluate programs on a continuing basis.
4. Ability to establish and maintain effective working relations with city officials, volunteers, members of the public, employees and patrons.
5. Ability to communicate effectively, both orally and in writing.
6. Ability to prepare and maintain accurate records and reports.
7. Conflict management skills.
8. Knowledge and understanding of park and ball field maintenance.
9. Knowledge and understanding of sports rules and regulations.
10. ~~Basic~~ Computer skills and ability to use MS Office products.
11. Basic mathematical and money-changing skills.
12. Ability to operate office equipment such as a photocopier, fax machine, ~~risograph~~ and postage meter.
13. Ability to provide own transportation.

14. Ability to work varying schedules, including nights evenings, and weekends and holidays.-
15. Ability to consistently maintain regular and dependable attendance- on the job.

I have read and understand the requirements of this position description.

Signature  
15.

Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Assistant Recreation Director  
**POSITION REPORTS TO:** Recreation Director  
**POSITION SUPERVISES:** Program Coordinator, Part-time Staff and & Coordinates Volunteers Activities

**DESCRIPTION:**

Under the direction of the Recreation Director assists in planning, directing and supervising municipal recreational activities, with primary responsibility for special events, sports leagues and tournaments.

**ESSENTIAL FUNCTIONS:** (with or without reasonable accommodation)

1. Supervises Program Coordinator, part-time staff, officials and community service workers, and coordinates activities of volunteers.
2. Assists in hiring, training, scheduling, supervising and evaluating employees and coordinating volunteer activities.
3. Responsible for planning events, assisting with facility improvements and determining equipment needs to ensure effective utilization of resources.
- 2-4. Responds to citizen inquiries, complaints and information requests.
5. Assists in preparing annual budget and directs expenditure of departmental funds.
- 3-6. Assists in the solicitation of donations and corporate sponsorships.
- 4-7. Assists in the daily operation of municipal recreation programs, and facilities. facility scheduling and monitoring of facility usage.
- 5-8. Assists Recreation Director in planning events, facility improvements and equipment needs to ensure effective utilization of resources.
- 6-9. Responsible for issuing equipment to coaches and participants, and ensures proper return of same.
- 7-10. Assists in the development, implementation and evaluation of programs.
- 8-11. Assists in the development of marketing materials designed to attract and enhance participation including annual program/facilities brochure.
- 9-12. Monitors and evaluates programs to insure that goals and objectives are being met.
10. Responsible for the compilation and maintenance of mailing list.
- 11-13. Responsible for Responsible for transporting equipment and supplies between locations.
- 12-14. Responsible for Assists in participant registration.
- 13-15. Responsible for Assists in facility scheduling and monitoring facility use.
- 14-16. Organizes leagues and develops schedules for sports programs.
- 15-17. Prepares reports, evaluations and general correspondence.
18. Responsible for the compilation and maintenance of records.
19. Oversees the inventory and purchase of equipment and supplies, including development of bid specifications.
- 16-20. In absence of Recreation Director, directs departmental operations.
21. Attends department head and City Council meetings and reports as needed.
22. Acts as a liaison and staff to the Parks & Recreation Advisory Board.
- 17-23. Performs additional other duties as assigned, directed or as the situation dictates.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment.



### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical and environmental demands listed here are representative of those that must be met and tolerated by an employee to successfully perform the essential functions of the job.

- Work is performed both indoors and outdoors year round.
- Periodically and during inclement weather, recreation and construction sites may be dusty, noisy and hazardous.
- For work being performed in an office setting, hand-eye coordination is necessary to operate computers and various pieces of office equipment with a satisfactory level of productivity.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Incumbents must have the ability to transport themselves to and from recreation sites and lift up to 45 pounds.

~~Note:—Physical examination and drug screening tests will follow all conditional offers of employment.~~

### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS (CONTINUED)**

- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Incumbents must have the ability to transport themselves to and from recreation sites and lift up to 45 pounds.

### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Must possess valid driver's license.
2. Graduation from an accredited university with a bachelor's degree in recreation administration, leisure studies, natural resources administration, public administration or related field.
3. Five (5) years experience in recreation field; or any equivalent combination of post-bachelor's degree full-time education and experience with post-bachelor's degree full-time education substituting on a year for year basis for the required experience.
- ~~3.4.~~ ~~Prefer two (2)~~ Three (3) years experience in supervising employees and coordinating activities of volunteers.

### **KNOWLEDGE, SKILLS AND ABILITIES**

1. Knowledge and understanding of recreation principles, concepts and techniques.
2. Knowledge of the principles of organization, administration and personnel management.
3. Knowledge and understanding of recreational program development and implementation.
- ~~2.4.~~ Must possess the insights and skills to achieve program objectives through the efforts of staff and contributed efforts of volunteers.
- ~~3.5.~~ Must possess the ability to plan, execute and evaluate programs on a continuing basis.
- ~~4.6.~~ Ability to establish and maintain effective working relations with city officials, volunteers, members of the public, employees and patrons.
7. Ability to work independently, as part of a team and with the public.
- ~~5.8.~~ Ability to communicate effectively, both orally and in writing.
- ~~6.9.~~ Ability to prepare and maintain accurate records and reports.
10. Ability to handle confidential information in a sensitive manner.
- ~~7.11.~~ Conflict management skills.

- 9.12. Knowledge and understanding of sports rules and regulations.
- ~~10.13. Basic eComputer skills and ability to use MS Office products.~~
- ~~11.14. Basic mathematical skills and money-changing skills.~~
- ~~12.15. Ability to operate office equipment such as a photocopier, fax machine, risograph and postage meter.~~
- ~~13.16. Ability to provide own transportation.~~
- ~~14.17. Ability to work varying schedules, including evenings, nights and weekends and holidays.~~
- ~~15.18. Ability to consistently maintain regular and dependable attendance on the job.~~

I have read and understand the requirements of this position description.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## POSITION DESCRIPTION CITY OF LA VISTA

**POSITION TITLE:** Recreation Director  
**POSITION REPORTS TO:** City Administrator  
**POSITION SUPERVISES:** Recreation Personnel

### DESCRIPTION:

Under the direction of the City Administrator, is responsible for the overall planning, directing and supervision of municipal recreational activities at the Community Center, municipal playgrounds, parks, ~~and~~ recreational areas, ~~swimming pool and golf course.~~

### ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Oversees the daily operation of municipal recreation programs and facilities.
2. Supervises both full time and part-time staff, ~~including Senior Center staff.~~
3. Evaluates effectiveness of recreation areas, facilities, and services; studies local conditions and develops immediate and long range plans and goals to meet the recreational needs of all age groups.
4. Responsible for hiring, training, scheduling, supervising and evaluating employees, and coordinating volunteer activities.
5. Responds to citizen inquires, complaints and information requests.
6. Prepares annual budget and directs expenditure of departmental funds.
7. ~~Assists in inspecting~~ ~~inspects~~ recreational areas, facilities and equipment to determine safety, adequacy and maintenance needs.
8. Responsible for the development of marketing information designed to attract and enhance participation, including yearly program/facility brochure.
9. Acts as a liaison and staff to the Parks & Recreation Advisory Board.
10. Researches grants and programs of interest to the community in the area of recreation development.
11. Responsible for the development and implementation of Master Parks and Recreation Plan. Also produces an annual program and facility development plan.
12. Oversees the inventory and purchase of equipment and supplies including development of bid specifications.
13. Attends ~~Department~~ ~~Head~~ and ~~City~~ ~~Council~~ meetings and reports as needed.
14. Solicits donations and corporate sponsorships.
15. Responsible for maintaining accurate records and evaluation summaries for all programs.
16. Coordinates capital improvement project development and scheduling with Public Works Director.
17. Performs ~~additional other~~ duties as ~~assigned~~ directed or as the situation dictates.

**Note:** Physical examination and drug screening tests will follow all conditional offers of employment.



### **ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS**

The physical and environmental demands listed here are representative of those that must be met and tolerated by an employee to successfully perform the essential functions of the job.

- Work is performed both indoors and outdoors year round.
- Periodically and during inclement weather, recreation and construction sites may be dusty, noisy and hazardous.
- For work being performed in an office setting, hand-eye coordination is necessary to operate computers and various pieces of office equipment with a satisfactory level of productivity.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Incumbents must have the ability to transport themselves to and from recreation sites and lift up to 45 pounds.

### **EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE**

1. Must possess valid driver's license.
2. Graduation from an accredited university with a bachelor's degree in recreation administration, leisure studies, natural resources administration, public administration or related field.
3. ~~Seven (7)~~ ~~Three (3)~~ years experience in recreation field; or any equivalent combination of post-bachelor's degree full-time education and experience, with post-bachelor's degree full-time education substituting on a year for year basis for the required experience.
4. ~~Five (5)~~ ~~Two (2)~~ years supervisory experience.

### **KNOWLEDGE, SKILLS AND ABILITIES**

1. ~~Extensive k~~Knowledge and understanding of recreation principles, concepts and techniques.
2. Knowledge and understanding of recreational program development and implementation
3. Knowledge and understanding of ~~budget methods and procedures~~ municipal finance and budgeting.
4. Ability to supervise, manage, lead and coordinate activities of a growing, complex and evolving organization and the ability to plan, structure and supervise the work of a large number of subordinates performing varied operations.
5. Knowledge of the principles of organization, administration and personnel management.
6. Ability to prepare and supervise the preparation of clear, accurate, comprehensive recommendations and reports. Effective writing skills and oral skills sufficient to speak to public and deliver presentations.
- 4.7. Must possess the insights and skills to achieve program objectives through the efforts of staff and contributed efforts of volunteers.
- 5.8. Must possess the ability to plan, execute and evaluate programs on a continuing basis.
- 6.9. Ability to establish and maintain effective working relations with city officials, volunteers, members of the public, employees and patrons.
10. Ability to work independently, as part of a team and with the public.
- 7.11. ~~Ability to communicate effectively, both orally and in writing.~~
- 8.12. ~~Ability to prepare and maintain accurate departmental records and reports.~~
13. Ability to handle confidential information in a sensitive manner.
- 9.14. Conflict management skills.
- 10.15. Knowledge and understanding of park and ball field maintenance.
- 11.16. Knowledge and understanding of sports rules and regulations.
- 12.17. ~~Basic~~ Computer skills, and ability to use MS Office products.
- 13.18. Basic mathematical skills.

- ~~14-19.~~ Ability to operate office equipment such as a photocopier, fax machine, ~~risograph~~ and postage meter.
- ~~15-20.~~ Ability to provide own transportation.
- ~~16-21.~~ Ability to work varying schedules, including ~~nights~~ evenings, weekends and holidays.~~weekends.~~
- 17. Ability to consistently maintain regular and dependable attendance ~~on the job.~~

I have read and understand the requirements of this position description.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date