

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING November 16, 2010

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on November 16, 2010. Present were Councilmembers: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Public Works Director Soucie, City Engineer Kottmann, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on November 4, 2010. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

### PROCLAMATION – EAGLE SCOUT AWARD – STEVEN WARNER

Mayor Kindig presented the proclamation for the Eagle Scout Award to Steven Warner.

### SERVICE AWARD – BRENDA CARLISLE – 20 YEARS

Mayor Kindig recognized Brenda Carlisle for 20 years of service to the City

- A. CONSENT AGENDA
- B. APPROVAL OF THE AGENDA AS PRESENTED
- C. APPROVAL OF CITY COUNCIL MINUTES FROM NOVEMBER 2, 2010
- D. MONTHLY FINANCIAL REPORT – OCTOBER 2010
- E. REQUEST FOR PAYMENT – THOMPSON DREESSEN & DORNER INC. – PROFESSIONAL SERVICES - \$5,796.90.
- F. REQUEST FOR PAYMENT – HEIMES CORPORATION – LA VISTA FALLS STORM WATER FILTER NO. 1 - \$42,816.00.
- G. REQUEST FOR PAYMENT – MIDWEST RIGHT OF WAY SERVICES, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK - \$7,754.00.
- H. REQUEST FOR PAYMENT – VALUATION SERVICES – PROFESSIONAL SERVICES – THOMPSON CREEK - \$500.00.
- I. APPROVAL OF CLAIMS

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

ACI-NEBRASKA CHAPTER, Dues/subscriptions	85.00
ACTION BATTERIES, Supplies	56.85
ADT SECURITY SERVICES, Services	260.31
AFTERNOONER'S, Meals	7.00
ANN TROE, Printing	670.00
ARAMARK UNIFORM, Services	483.55
ASPHALT & CONCRETE MATERIALS, Services	170.20
AVI8ORS ENSEMBLE, LV50	956.25
BAKER & TAYLOR BOOKS, Books/Periodicals	1877.84
BCDM, Services	892.50
BENNINGTON EQUIP, Maintenance	1064.87
BENSON RECORDS Mgmt, Services	34.32

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BLACK HILLS ENERGY, Utilities	1682.16
BNA, Dues/Subscriptions	415.00
BOSTON, JIM, Services	18.00
BRENTWOOD AUTO WASH, Maintenance	119.00
BUILDERS SUPPLY, Bldg & Grnds.	27.60
CARDMEMBER SERVICE, Travel/Training/Meals/Supplies	13036.30
CHARLES SCHWAB & CO, Financial fees	200.00
CITY OF BELLEVUE, Training	200.00
CJ'S HOME CENTER, Supplies	929.45
COLOMBO/PHelps COMPANY, Concessions	202.81
COMP CHOICE, Services	586.00
COX COMMUNICATIONS, Phone	58.65
CREW OMAHA METRO, Dues	275.00
DANKO EMERGENCY EQUIP, Maintenance	384.27
DULTMEIER SALES & SERVICE, Repair	13.14
EARTHWAY PRODUCTS, Equip.	36.24
EASTERN LIBRARY SYSTEM, Training	15.00
ED M. FELD EQUIP, repair	2124.79
EDGEWEAR SCREEN PRINTING, Wearing apparel	304.00
FAGIN, KAREN, Travel/Meals/Lodging	442.80
FERRELLGAS, Utilities	173.71
FILTER CARE, Maintenance	35.35
FORT DEARBORN LIFE, Insurance	1315.00
FOSTER, TERRY. Wearing Apparel	120.00
GALE, Books	102.29
GALLS, Wearing apparel	12.75
GCR OMAHA TRUCK TIRE, Supplies	615.68
GENUINE PARTS COMPANY, Maintenance	916.58
GEORGE, ROBERT. Travel/Meals	115.31
GRAYBAR ELECTRIC COMPANY, Bldgs & Grnds	55.29
GREAT PLAINS ONE-CALL, Services	538.05
GREAT PLAINS UNIFORMS, Wearing Apparel	139.50
GREENKEEPER COMPANY, Supplies	225.00
HANEY SHOE STORE, wearing Apparel	240.00
HEIMES CORP, Maintenance	67.74
HOTSY EQUIPMENT, Repair	14.42
INSIGHT PUBLIC SECTOR, Services	202.64
INTERSTATE ALL BATTERY, Supplies	64.80
INTERSTATE POWER SYSTEMS, Maintenance	99.56
J Q OFFICE EQUIP, Contract services	797.27
KIMBALL MIDWEST, Maintenance	120.00
KINDIG, DOUGLAS, Meals/Training/Lodging	248.00
KRIHA FLUID POWER, Maintenance	450.53
LAUGHLIN, KATHLEEN A, TRUSTEE	648.00
LINCOLN NATIONAL LIFE, Insurance	7906.87
LINWELD, Supplies	285.55
LOGAN CONTRACTORS, Maintenance	2852.80
LOU'S SPORTING GOODS, Supplies	234.00
MAPA, Meals	60.00
METRO AREA TRANSIT, Services	638.00
METROPOLITAN COMMUNITY COLLEGE, Utilities/Phone	25231.74
METROPOLITAN UTILITIES DIST, Utilities	503.11
MIDLANDS LIGHTING & ELECTRIC, Bldgs & Grnds	97.42
MID-STATES UTILITY TRAILER, Maintenance	35.76
MIDWEST TAPE, Media	123.68
MONARCH OIL, Maintenance	546.00

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NATIONAL ARBOR DAY FOUNDATION, Dues	15.00
NATIONAL IMPRINT CORPORATION, Supplies	380.15
NEBRASKA GOLF COURSE SUPERIN, Training	35.00
NEBRASKA LAW ENFORCEMENT, Training/Meals/Mlg	86.00
NEBRASKA MUNICIPAL CHIEFS ASSN, Dues	50.00
NEBRASKA MUNICIPAL CLERKS ASSN, Dues	35.00
NEBRASKA NATIONAL BANK, lease	1163.43
NEBRASKA SALT & GRAIN CO, Maintenance	28253.57
NEBRASKA TITLE COMPANY, Acquisition	77613.50
NEBRASKA TITLE COMPANY, Acquisition	95573.17
NEBRASKA TURF PRODUCTS, Bldgs & Grnds.	1875.60
NUTS AND BOLTS INC, Maintenance	47.43
OABR PRINT SHOP, Printing	4111.42
ODEY'S INCORPORATED, Supplies	59.50
OMAHA PUBLIC POWER DISTRICT, Utilities	43208.81
OMAHA WINNELSON, Supplies	319.75
OMB EXPRESS POLICE SUPPLY, Wearing Apparel	172.93
O'REILLY AUTOMOTIVE, Maintenance	537.37
PAPILLION SANITATION, Services	304.11
PARAMOUNT LINEN & UNIFORM, Services	358.26
PAYLESS OFFICE PRODUCTS, Supplies	563.37
PERFORMANCE CHRYSLER JEEP, Maintenance	197.41
PETTY CASH-PAM BUETHE, Meals/Mileage/Travel/LV50	179.72
PETTY CASH-PAM BUETHE, Meals/Mileage/Travel/LV50	74.80
PROSOURCE OF OMAHA, Bldgs & Grnds	80.40
QUALITY BRANDS OF OMAHA, Concessions	130.00
QUICK, TERRILYN, Meals/Mileage/Travel/Training	314.00
QUILL, Supplies	42.88
QWEST, Phone	139.74
QWEST, Phone	11.37
RAINBOW GLASS & SUPPLY, Bldgs & Grnds	78.00
RALSTON ADVERTISING, Supplies	293.19
REGAL AWARDS OF DISTINCTION, Misc.	47.95
RIGHT, RICHARD, Services	80.00
RIGHT, TREVOR, Services	60.00
SAM'S CLUB, Supplies	138.76
SAPP BROS PETROLEUM, Supplies/Fuel	27894.04
SAPP BROS TRUCK STOPS, Supplies/Fuel	896.00
SELECT VAN & STORAGE CO, Relocation	737.50
SOUTHEAST AREA CLERK'S ASSN, Dues	10.00
SUBURBAN NEWSPAPERS INC, Advertising	126.00
SUMMER KITCHEN CAFÉ, Supplies	36.52
TEAM SIDELINE, Services	499.00
TED'S MOWER SALES & SERVICE, Equip repair	112.77
U S ASPHALT COMPANY, Maintenance	70.74
ULTRAMAX, Supplies	1990.00
UNITED STATES POSTAL SERVICE, Postage	200.00
VAN-WALL EQUIP, Equip.	5932.10
WASTE MANAGEMENT NE, Services	1007.71
WELCH, BARBARA J, Relocation	5250.00
WELCH, BARBARA J, Relocation	1150.00
WELLS, DAVID, LV50	135.00
ZOLL MEDICAL CORPORATION, Contract	6061.00

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## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe informed Council that their donations could be made at any time for the Chili Feed on November 29 and if they wish to volunteer to help they should let staff know.

Finance Director Lindberg informed Council that the City will begin accepting credit cards for payment and the Library, City Hall and the Community Center beginning November 17 and the minimum will be posted at \$10.00.

Public Works Director Soucie stated that the snow plow training run was done on November 8, 2010 and that crews were called out for snow removal on November 12. Bridge inspections have been completed for the year. Another stormwater grant has been awarded for \$28,000.00 and public works is working on a project for that money. The Harrison Street bridge repairs between 118<sup>th</sup> and 124<sup>th</sup> have begun and should be completed in December. The Giles Road project is substantially complete. There is work being done on the warning signals as there is some interference with the wireless. Leaf collection day was successful. The traffic signals on Brentwood intersections will change to yellow flashing from east to west as there doesn't appear to be the traffic counts to make vehicles sit at those lights and wait. I will be monitored.

Public Buildings and Grounds Director Archibald reported that the new work order system is almost in place and ready to use. It will be simpler to use and better for tracking work orders. Archibald stated the annual shredding event was at the same time as the leaf collection at public works and over 2 tons of paper was shredded. The wireless dishes between facilities were aligned today.

Recreation Director Stopak informed Council that the Park and Recreation board would be holding the second special meeting on November 17, 2010 to present some of the proposed park plans for individual parks within the mater park plan.

Library Director Barcal Informed Council that \$335.00 was raised for the library during the Great books for Great kids event at Runza. Grants have been received for adult education programs and for computers and training of staff and the public on these computers.

## B. THOMPSON CREEK HAZARD MITIGATION PROJECT – PURCHASE OF REAL PROPERTY 1. PUBLIC HEARING

At 7:15 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Thompson Creek hazard mitigation project – purchase of real property.

At 7:16 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## 2. RESOLUTION

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 10-139; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF SEVEN HOMES FOR THE THOMPSON CREEK HAZARD MITIGATION PROJECT AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY TO PURCHASE THESE SITES

WHEREAS, the owners of the homes located at 7213 Park View Blvd., 7301 Park View Blvd, 7413 Park View Blvd., 7603 Park View Blvd, 7602 S. 73<sup>rd</sup> Ave., 7409 Park View Blvd., and 7608 Valley Rd (together the homes are referred to herein as "Sites"), desire to sell the Sites to the City, and the City desires to purchase the Sites from the owners.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council find and determine that:

- (i) By action at the August 3, 2010 City Council meeting, the City Council authorized the City Administrator to negotiate for the voluntary purchase and sale of homes in the Thompson Creek Hazard Mitigation area; and
- (ii) The City Administrator subsequently negotiated the purchase of the Sites; and.



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- (iii) Proposed purchase agreements for the Sites have been presented to the City Administrator by the owners of the Sites in form and content the City Administrator finds satisfactory and recommends; and
- (iv) Each purchase agreement provides for a purchase price approved by the City Administrator, plus certain closing and other costs that the City Administrator has determined the City is required to pay pursuant to the federal grant for the purchase of the Sites or is otherwise acceptable, in addition to other terms and conditions; and
- (v) Neb. Rev. Stat. Section 18-1755 requires that the City, before purchasing an interest in real property, authorize the acquisition by action at a public meeting after notice and public hearing; and
- (vi) The City published notice of public hearing on the proposed purchase of the Sites, to be held during the regular City Council meeting on November 4, 2010; which notice is hereby approved, and public hearing was held and completed prior to consideration of this Resolution; and
- (vii) The City obtained appraisals of the Sites from a certified real estate appraiser, which appraisals established each Site's fair market value, and which appraisals the City Administrator found satisfactory.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the purchase of the Sites as described above and on such other terms and conditions satisfactory to the City Administrator.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to execute purchase agreements and other documents and take such other actions as are necessary or appropriate to carry out the Resolutions approved herein.

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

## **C. RESOLUTION – DEPARTMENT OF ROADS MAINTENANCE AGREEMENT – 84<sup>TH</sup> STREET**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 10-140: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #112 WITH THE NEBRASKA DEPARTMENT OF ROADS FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84TH STREET).

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2011 to December 31, 2011.

Seconded by Councilmember Crawford. Councilmember Carlisle asked when the City would have possession of the 84<sup>th</sup> Street in La Vista. City Administrator Gunn stated that a letter had been sent to the state which was the next step in the process the City was instructed to do so we are anticipating this will happen in the near future. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## **D. RESOLUTION – SURPLUS EQUIPMENT**

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Councilmember Sell introduced and moved for the adoption of Resolution No. 10-141; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, the Public Works Director has recognized the following equipment as surplus; #452, #418, #511, #1113, #1124 and #7739; and

WHEREAS, the City Administrator and Public Works Director recommend that the above mentioned equipment be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that equipment numbers 452, 418, 511, 1113, 1124 and 7739 be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the revenue from the sale will be deposited into the general funds of the City.

Seconded by Councilmember Gowan. Public Works Director Soucie stated that they will not be selling the Crown Victoria yet as they have another one and are working to salvage parts to make one vehicle in running order to be used by the parks and street departments. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## **E. RESOLUTION – LOADER TIRE PURCHASE**

Councilmember Crawford introduced and moved for the adoption of Resolution No. 10-142; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FOUR (4) NEW LOADER TIRES FOR THE PUBLIC WORKS DEPARTMENT FROM HEARTLAND TIRES & TREADS FOR APPROXIMATELY \$7,433.60.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of four new loader tires is necessary, and

WHEREAS, Shop Foreman Ray Crane has solicited bids, and

WHEREAS, the Fiscal Year 2010/11 General Fund Street Operating Budget provides funding for said purchase, and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of four (4) new loader tires for the Public Works Department from Heartland Tires & Treads, Omaha, Nebraska for approximately \$7,433.60

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

## **F. SPECIAL ASSESSMENTS**

### **1. PUBLIC HEARING**

At 7:19 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on special assessments.

At 7:20 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

### **2. RESOLUTION**

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 10-143; 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

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TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of  
12907 Chandler St., Lot 73/Millard Highlands South 2<sup>nd</sup> Platting, \$512.35;  
7354 S. 70<sup>th</sup> St., Lot 202/La Vista Replat, \$416.86;  
12948 Chandler St., Lot 49/Millard Highlands South 2<sup>nd</sup> Platting, \$372.56;  
12958 Margo St., Lot 15/ Millard Highlands South 2<sup>nd</sup> Platting, \$275.54;  
7312 Lillian Ave., Lot 533/La Vista Replat, \$303.69; and  
7501 Lillian Ave., Lot 547/La Vista Replat, \$171.17  
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01 and/or 94.06, or the City would do so and bill them accordingly, and

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

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

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

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

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

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

## COMMENTS FROM THE FLOOR

None.

## G. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:22 p.m. Councilmember Carlisle made a motion to go into executive session for the protection of the public interest for contract negotiations. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:04 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmembers Sheehan and Gowan commented on how well the Veteran's Day Event went. Mayor Kindig reminded the Council that the Gala is coming up on December 31<sup>st</sup> and encouraged them to tell people about attending the event and sponsoring the event. City Administrator Gunn stated that it is hoped this will be a signature event for the La Vista Community Foundation.

At 8:09 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER, 2010

CITY OF LA VISTA

# MINUTE RECORD

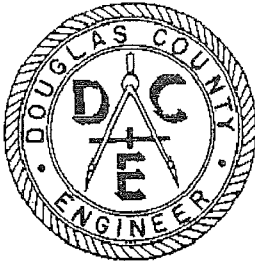
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\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

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



**TOM DOYLE**  
**DOUGLAS COUNTY ENGINEER**

15505 West Maple Road  
Omaha, Nebraska 68116-5173  
(402) 444-6372  
Fax: (402) 444-6244  
engineer@douglascounty-ne.gov

November 10, 2009

City of LaVista  
ATTN: Pamela A. Buethe  
8116 Park View Boulevard  
LaVista Nebraska 68128-2198

RE: Douglas County Project No. C-28(498)  
Douglas County Project No. SP-2008(03)  
Hell Creek Stream Stabilization Phase I

Dear Pamela:

In reference to the Interlocal Agreement for the design and construction costs for the stabilization of the Hell Creek Bridge signed by the Douglas County Board of Commissioners February 10, 2009, the City of LaVista shares 25% of the costs for the referenced project.

We have issued payment to Lamp, Ryneerson & Associates, Inc. for Invoice 110088.01-1 in the amount of \$34,698.83. The City of Lavista shares 25% of these costs in the amount of \$8,674.71.

Please issue payment in the amount to the DOUGLAS COUNTY ENGINEER, 15505 West Maple Road, Omaha Nebraska 68116.

Very truly yours,

Dan Kutilek  
Manager-Engineer  
Design & Planning

DK:mr  
Encl: Inv 110088.01-1

*OK for payment*

*05.71.0842.03*

*JS 11-16-10*

REQ 129539

C-28(498)A



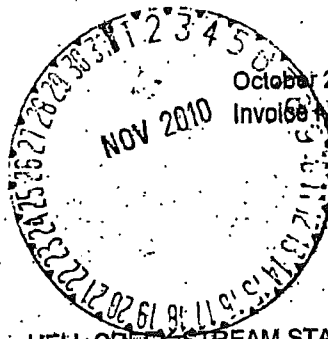
Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498  
(Fax) 402.496.2730

DOUGLAS COUNTY  
ATTN: MR. DAN KUTILEK  
15505 WEST MAPLE ROAD  
OMAHA, NE 68116-5173



October 27, 2010

Invoice No: 0110088.01 - 0000001

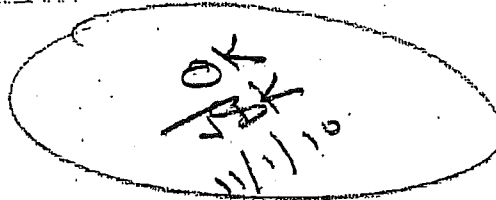
Project 0110088.01  
Professional Services through October 02, 2010

HELL CREEK STREAM STABILIZATION -PHASE I

Task 001	PRELIMINARY PLANNING	\$15,004.55
Task 006	GEOTECHNICAL SERVICES	\$0.00
Task 007	WETLAND AND WATERWAY DELINEATION	\$1,494.20
Task 016	FINAL DESIGN	\$0.00
Task 405	SURVEY	<u>\$18,200.00</u>

TOTAL INVOICE AMOUNT

\$34,698.83



Terms: Due Upon Receipt

**THOMAS E. STEVENS & ASSOCIATES**

1011 South 78<sup>th</sup> Street, Omaha, Nebraska 68114

Telephone (402) 397-2280

Fax (402) 397-2080

**S T A T E M E N T**

October 21, 2010

Ms. Pam Buethe, City Clerk  
City of LaVista  
8116 Park View Boulevard  
LaVista, NE 68128

RE: Appraisal Services for  
HMG Project DR-1674-NE-0055  
Thompson Creek Property Acquisitions  
City of LaVista  
Residential Appraisal Reports

**Professional Appraisal Services Rendered ..... \$900**

7605 Park View Boulevard – Graves	\$450
7221 Park View Boulevard – King	<u>450</u>
Total	\$900

Payee's Tax Identification Number: 47-6090473

*Consent Agenda*  
*05.71.0645.09*  
*OK to Pay*  
*P. Buethe*  
*11/12/10*





BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 Bank of Nebraska (600-873)

101992	11/17/2010	668	VEST ELECTRIC INCORPORATED	5,250.00				**MANUAL**
101993	11/17/2010	4440	MACHEL, LIA L AND RAINER	650.00				**MANUAL**
101994	11/17/2010	4440	MACHEL, LIA L AND RAINER	500.00				**MANUAL**
101995	11/17/2010	4212	NEBRASKA TITLE COMPANY	93,312.93				**MANUAL**
101996	11/17/2010	4212	NEBRASKA TITLE COMPANY	98,336.04				**MANUAL**
101997	11/17/2010	480	UNITED STATES POSTAL SERVICE	100.00				**MANUAL**
101998	11/17/2010	143	THOMPSON DREESSEN & DORNER	5,796.90				**MANUAL**
101999	11/17/2010	2407	HEIMES CORPORATION	42,816.00				**MANUAL**
102000	11/17/2010	4326	MIDWEST RIGHT OF WAY SVCS INC	7,754.00				**MANUAL**
102001	11/17/2010	2337	VALUATION SERVICES	500.00				**MANUAL**
102002	11/17/2010	4442	TENHAMMER LLC	5,250.00				**MANUAL**
102003	11/17/2010	4443	RHOADES, KEN AND JULIE	1,000.00				**MANUAL**
102004	11/17/2010	4443	RHOADES, KEN AND JULIE	720.00				**MANUAL**
102005	11/17/2010	4151	HUNDEN STRATEGIC PARTNERS	18,986.25				**MANUAL**
102006	11/18/2010	4212	NEBRASKA TITLE COMPANY	85,577.57				**MANUAL**
102007	11/18/2010	4212	NEBRASKA TITLE COMPANY	111,314.13				**MANUAL**
102008	11/18/2010	4212	NEBRASKA TITLE COMPANY	116,620.08				**MANUAL**
102009	11/22/2010	4212	NEBRASKA TITLE COMPANY	90,930.73				**MANUAL**
102010	11/22/2010	4444	O & H INVESTMENTS	1,500.00				**MANUAL**
102011	11/22/2010	4445	CLARENCE, DAVID	516.00				**MANUAL**
102012	11/22/2010	4445	CLARENCE, DAVID	1,025.00				**MANUAL**
102013	11/23/2010	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	648.00				**MANUAL**
102014	11/30/2010	480	UNITED STATES POSTAL SERVICE	75.00				**MANUAL**
102015	12/07/2010	804	3E-ELECTRICAL ENGINEERING	364.09				
102016	12/07/2010	3983	ABE'S PORTABLES INC	217.58				
102017	12/07/2010	762	ACTION BATTERIES UNLTD INC	262.26				
102018	12/07/2010	3780	ADAMSON INDUSTRIES CORP	304.95				
102019	12/07/2010	4314	AFTERNOONER'S	42.00				
102020	12/07/2010	571	ALAMAR UNIFORMS	575.30				
102021	12/07/2010	87	AMERICAN FENCE COMPANY INC	464.02				
102022	12/07/2010	3344	APPLIED INFORMATION MGMT INST	3,585.00				
102023	12/07/2010	536	ARAMARK UNIFORM SERVICES INC	413.85				
102024	12/07/2010	1678	ASPEN EQUIPMENT COMPANY	425.32				
102025	12/07/2010	188	ASPHALT & CONCRETE MATERIALS	36.70				
102026	12/07/2010	706	ASSOCIATED FIRE PROTECTION	175.00				
102027	12/07/2010	55	BADGER BODY	148.82				
102028	12/07/2010	201	BAKER & TAYLOR BOOKS	201.15				
102029	12/07/2010	4446	BALDWIN, HEATHER	255.00				
102030	12/07/2010	4434	BARCO MUNICIPAL PRODUCTS INC	660.00				
102031	12/07/2010	849	BARONE SECURITY SYSTEMS	23.50				
102032	12/07/2010	1839	BCDM-BERINGER CIACCIO DENNELL	769.00				
102033	12/07/2010	929	BEACON BUILDING SERVICES	6,712.00				
102034	12/07/2010	1784	BENNINGTON EQUIPMENT INC	1,582.82				
102035	12/07/2010	3774	BENSON RECORDS MANAGEMENT CTR	59.44				
102036	12/07/2010	410	BETTER BUSINESS EQUIPMENT	47.92				
102037	12/07/2010	196	BLACK HILLS ENERGY	3,362.90				
102038	12/07/2010	4380	TJF CORP	36.96				
102039	12/07/2010	207	BOARD OF EXAMINERS-CTY HWY AND	50.00				
102040	12/07/2010	56	BOB'S RADIATOR REPAIR CO INC	226.50				
102041	12/07/2010	3760	BUETHE, PAM	61.50				
102042	12/07/2010	76	BUILDERS SUPPLY CO INC	79.86				

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102043	12/07/2010	4024	CALENTINE, JEFFREY	30.00			
102044	12/07/2010	2285	CENTER POINT PUBLISHING	248.64			
102045	12/07/2010	244	CHILD'S WORLD	1,792.90			
102046	12/07/2010	2683	COLOMBO/PHELPS COMPANY	99.21			
102047	12/07/2010	3689	COMMTouch INCORPORATED	2,574.00			
102048	12/07/2010	3176	COMP CHOICE INC	630.50			
102049	12/07/2010	313	CONRECO INCORPORATED	97.75			
102050	12/07/2010	4435	CORE PRODUCTS USA	408.21			
102051	12/07/2010	836	CORNHUSKER INTL TRUCKS INC	60.28			
102052	12/07/2010	2158	COX COMMUNICATIONS	199.73			
102053	12/07/2010	4441	CPESC-CERTIFIED PROFESSIONAL	100.00			
102054	12/07/2010	2102	CREIGHTON EMS EDUCATION	50.00			
102055	12/07/2010	23	CUMMINS CENTRAL POWER LLC #410	818.76			
102056	12/07/2010	3136	D & D COMMUNICATIONS	10.19			
102057	12/07/2010	846	DATA TECHNOLOGIES INC	10,032.96			
102058	12/07/2010	77	DIAMOND VOGEL PAINTS	118.00			
102059	12/07/2010	2149	DOUGLAS COUNTY SHERIFF'S OFC	50.00			
102060	12/07/2010	364	DULTMEIER SALES & SERVICE	28.20			
102061	12/07/2010	4235	EARTHWAY PRODUCTS INC	6.38			
102062	12/07/2010	3084	EBSco SUBSCRIPTION SERVICES	2,636.00			
102063	12/07/2010	3334	EDGEWEAR SCREEN PRINTING	58.50			
102064	12/07/2010	3251	ENSLOW PUBLISHERS INC	275.45			
102065	12/07/2010	3460	FEDEX	105.74			
102066	12/07/2010	1235	FEDEX KINKO'S	90.00			
102067	12/07/2010	1201	FERRELLGAS	5.00			
102068	12/07/2010	1245	FILTER CARE	60.10			
102069	12/07/2010	142	FITZGERALD SCHORR BARMETTLER	.00	**CLEARED**	**VOIDED**	
102070	12/07/2010	142	FITZGERALD SCHORR BARMETTLER	57,280.27			
102071	12/07/2010	4035	FLORATINE CENTRAL TURF PRODS	400.00			
102072	12/07/2010	3984	G I CLEANER & TAILORS	181.05			
102073	12/07/2010	1344	GALE	250.07			
102074	12/07/2010	1248	GASSERT, MIKE	670.00			
102075	12/07/2010	35	GOLDMAN, JOHN G	85.00			
102076	12/07/2010	285	GRAYBAR ELECTRIC COMPANY INC	477.87			
102077	12/07/2010	4086	GREAT PLAINS UNIFORMS	258.00			
102078	12/07/2010	4439	GREEN SOLUTIONS EROSION CONTRL	100.00			
102079	12/07/2010	1624	GUNN, BRENDA	45.00			
102080	12/07/2010	1044	H & H CHEVROLET LLC	157.36			
102081	12/07/2010	625	H W WILSON COMPANY INC	487.00			
102082	12/07/2010	426	HANEY SHOE STORE	120.00			
102083	12/07/2010	3657	HEARTLAND PAPER	105.00			
102084	12/07/2010	1403	HELGET GAS PRODUCTS INC	78.00			
102085	12/07/2010	2888	HOME DEPOT CREDIT SERVICES	66.23			
102086	12/07/2010	526	HOST COFFEE SERVICE INC	23.00			
102087	12/07/2010	136	HUNTEL COMMUNICATIONS, INC	96.00			
102088	12/07/2010	1612	HY-VEE INC	81.17			
102089	12/07/2010	162	INLAND TRUCK PARTS	38.85			
102090	12/07/2010	1896	J Q OFFICE EQUIPMENT INC	367.04			
102091	12/07/2010	4450	JI SPECIAL RISKS INSURANCE	100.00			
102092	12/07/2010	831	JOHN DEERE LANDSCAPES/LESCO	59.61			
102093	12/07/2010	788	KINDIG, DOUGLAS	80.00			
102094	12/07/2010	1054	KLINKER, MARK A	217.00			
102095	12/07/2010	4328	KOTTMANN, JOHN	175.50			

## ACCOUNTS PAYABLE CHECK REGISTER

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102096	12/07/2010	2394	KRIHA FLUID POWER CO INC	339.53			
102097	12/07/2010	2057	LA VISTA COMMUNITY FOUNDATION	50.00			
102098	12/07/2010	4425	LANDPORT SYSTEMS INC	720.00			
102099	12/07/2010	84	LARRY'S BOILER SERVICE INC	92.00			
102100	12/07/2010	787	LERNER PUBLISHING GROUP	1,046.21			
102101	12/07/2010	1288	LIFE ASSIST	1,579.82			
102102	12/07/2010	4254	LINCOLN NATIONAL LIFE INS CO	.00	**CLEARED**	**VOIDED**	
102103	12/07/2010	4254	LINCOLN NATIONAL LIFE INS CO	7,897.38			
102104	12/07/2010	877	LINWELD	161.06			
102105	12/07/2010	1573	LOGAN CONTRACTORS SUPPLY	2,962.80			
102106	12/07/2010	263	LOVELAND LAWNS	27.90			
102107	12/07/2010	2124	LUKASIEWICZ, BRIAN	285.00			
102108	12/07/2010	1247	M E SHARPE INC PUBLISHER	249.00			
102109	12/07/2010	3806	MARKOWSKY, THOMAS J	70.00			
102110	12/07/2010	94	MCCANN PLUMBING SERVICE INC	15.95			
102111	12/07/2010	872	METROPOLITAN COMMUNITY COLLEGE	9,481.15			
102112	12/07/2010	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
102113	12/07/2010	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
102114	12/07/2010	553	METROPOLITAN UTILITIES DIST.	2,822.93			
102115	12/07/2010	98	MICHAEL TODD AND COMPANY INC	11,572.32			
102116	12/07/2010	2497	MID AMERICA PAY PHONES	50.00			
102117	12/07/2010	1526	MIDLANDS LIGHTING & ELECTRIC	580.64			
102118	12/07/2010	2299	MIDWEST TAPE	844.88			
102119	12/07/2010	2126	MILLARD METAL SERVICES INC	31.00			
102120	12/07/2010	2550	MSC INDUSTRIAL SUPPLY CO	26.79			
102121	12/07/2010	1028	NATIONAL PAPER COMPANY INC	618.54			
102122	12/07/2010	1830	NE DEPT OF LABOR-WORKFORCE DEV	85.17			
102123	12/07/2010	1806	NEBRASKA LIFE MAGAZINE	19.95			
102124	12/07/2010	132	NEBRASKA SALT & GRAIN COMPANY	14,958.65			
102125	12/07/2010	2631	NEXTEL COMMUNICATIONS	528.79			
102126	12/07/2010	2631	NEXTEL COMMUNICATIONS	204.19			
102127	12/07/2010	2530	NOVA HEALTH EQUIPMENT	877.00			
102128	12/07/2010	179	NUTS AND BOLTS INCORPORATED	425.46			
102129	12/07/2010	1968	O'KEEFE ELEVATOR COMPANY INC	155.00			
102130	12/07/2010	3415	OABR PRINT SHOP	4,046.85			
102131	12/07/2010	1808	OCLC INC	25.30			
102132	12/07/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
102133	12/07/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
102134	12/07/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
102135	12/07/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
102136	12/07/2010	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
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102138	12/07/2010	1014	OFFICE DEPOT INC-CINCINNATI	2,062.60			
102139	12/07/2010	79	OMAHA COMPOUND COMPANY	110.41			
102140	12/07/2010	46	OMAHA WORLD HERALD COMPANY	471.79			
102141	12/07/2010	46	OMAHA WORLD HERALD COMPANY	1,958.14			
102142	12/07/2010	3172	OXMOOR HOUSE	36.91			
102143	12/07/2010	2686	PARAMOUNT LINEN & UNIFORM	.00	**CLEARED**	**VOIDED**	
102144	12/07/2010	2686	PARAMOUNT LINEN & UNIFORM	618.64			
102145	12/07/2010	1723	PENWORTHY COMPANY	1,467.03			
102146	12/07/2010	3058	PERFORMANCE CHRYSLER JEEP	492.37			
102147	12/07/2010	1821	PETTY CASH-PAM BUETHE	215.20			
102148	12/07/2010	1821	PETTY CASH-PAM BUETHE	87.95			

## ACCOUNTS PAYABLE CHECK REGISTER

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102149	12/07/2010	74	PITNEY BOWES INC-PA			.00	**CLEARED**	**VOIDED**	
102150	12/07/2010	74	PITNEY BOWES INC-PA			221.00			
102151	12/07/2010	1921	PRINCIPAL LIFE-FLEX SPENDING			236.25			
102152	12/07/2010	802	QUILL CORPORATION			123.12			
102153	12/07/2010	219	QWEST			1,160.15			
102154	12/07/2010	2540	QWEST			83.82			
102155	12/07/2010	3469	RAMIREZ, JOHN			18.00			
102156	12/07/2010	427	RAMIREZ, RITA M			43.00			
102157	12/07/2010	281	RAY ALLEN MANUFACTURING CO INC			31.45			
102158	12/07/2010	191	READY MIXED CONCRETE COMPANY			1,213.04			
102159	12/07/2010	3139	RECORDED BOOKS, LLC			521.43			
102160	12/07/2010	3090	REGAL AWARDS OF DISTINCTION			668.93			
102161	12/07/2010	1063	ROSE EQUIPMENT INCORPORATED			333.69			
102162	12/07/2010	4037	RUSTY ECK FORD			96.32			
102163	12/07/2010	4388	SAFETY VISION			74.90			
102164	12/07/2010	41	SALEM PRESS			396.00			
102165	12/07/2010	624	SAPP BROS TRUCK STOPS			896.00			
102166	12/07/2010	1335	SARPY COUNTY CHAMBER OF			165.00			
102167	12/07/2010	2240	SARPY COUNTY COURTHOUSE			3,588.49			
102168	12/07/2010	395	SHAMROCK CONCRETE COMPANY			221.85			
102169	12/07/2010	3217	SHERWIN-WILLIAMS			398.24			
102170	12/07/2010	1864	SINNETT, JEFF			120.00			
102171	12/07/2010	2704	SMOOTHER CUT ENTERPRISES INC			1,320.00			
102172	12/07/2010	533	SOUCIE, JOSEPH H JR			60.00			
102173	12/07/2010	3838	SPRINT			119.62			
102174	12/07/2010	871	STOPAK, SCOTT			50.00			
102175	12/07/2010	4276	SUPERIOR VISION SVCS INC			359.60			
102176	12/07/2010	264	TED'S MOWER SALES & SERVICE			399.23			
102177	12/07/2010	143	THOMPSON DREESEN & DORNER			5,932.45			
102178	12/07/2010	4179	TITAN MACHINERY			222.14			
102179	12/07/2010	4231	TORNADO WASH LLC			120.00			
102180	12/07/2010	176	TURFWERKS			557.26			
102181	12/07/2010	3735	TY'S OUTDOOR POWER & SVC INC			513.00			
102182	12/07/2010	2710	ULTRAMAX			229.00			
102183	12/07/2010	2426	UNITED PARCEL SERVICE			5.39			
102184	12/07/2010	3052	V & V MANUFACTURING INC			82.90			
102185	12/07/2010	809	VERIZON WIRELESS			94.25			
102186	12/07/2010	809	VERIZON WIRELESS			110.11			
102187	12/07/2010	1174	WAL-MART COMMUNITY BRC			.00	**CLEARED**	**VOIDED**	
102188	12/07/2010	1174	WAL-MART COMMUNITY BRC			1,216.47			
102189	12/07/2010	78	WASTE MANAGEMENT NEBRASKA			611.14			
102190	12/07/2010	1919	WAUGH, BRYAN			80.33			
102191	12/07/2010	968	WICK'S STERLING TRUCKS INC			149.99			
BANK TOTAL						886,123.45			
OUTSTANDING						886,123.45			
CLEARED						.00			
VOIDED						.00			
<hr/>									
FUND	TOTAL				OUTSTANDING	CLEARED	VOIDED		
01	GENERAL FUND				170,946.73	170,946.73	.00	.00	
02	SEWER FUND				60,389.13	60,389.13	.00	.00	
05	CONSTRUCTION				629,675.43	629,675.43	.00	.00	

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08	LOTTERY FUND		21,600.89	21,600.89		.00	.00
09	GOLF COURSE FUND		2,534.57	2,534.57		.00	.00
15	OFF-STREET PARKING		976.70	976.70		.00	.00
REPORT TOTAL				886,123.45			
OUTSTANDING				886,123.45			
CLEARED				.00			
VOIDED				.00			
+ Gross Payroll 11/26/10				<u>217,974.11</u>			
GRAND TOTAL				<u>\$1,104,097.56</u>			

APPROVED BY COUNCIL MEMBERS 12-7-10

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COUNCIL MEMBER

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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  
DECEMBER 7, 2010 AGENDA**

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — R-3 AND R-4 DISTRICTS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and an ordinance has been prepared for Council to consider amendments to Sections 5.08 and 5.09 of the La Vista Zoning Ordinance regarding the R-3 High Density Residential and R-4 Condominium Residential districts, to remove the requirement for a Conditional Use Permit for multi-family residential structures constructed prior to November 20, 2001.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approve.

**BACKGROUND**

A public hearing has been scheduled and an ordinance has been prepared for Council to consider amendments to Sections 5.08 and 5.09 of the La Vista Zoning Ordinance regarding the R-3 High Density Residential and R-4 Condominium Residential districts, to remove the requirement for Conditional Use Permits for multi-family residential structures constructed prior to November 20, 2001.

On November 20, 2001, the Council adopted Ordinance No. 848, the new La Vista Zoning Ordinance. The new ordinance changed multiple family dwellings from a permitted use to a conditional use in the R-3 and R-4 districts, and thereby requires approval of a conditional use permit from the Council. Existing multi-family developments constructed prior to the adoption of the new zoning ordinance became “legally non-conforming”, meaning they were lawful at the time they were constructed however became a non-conforming use after the adoption of the new ordinance. Recently this fact has appeared to hamper owners of these properties from the ability to refinance their multiple family dwellings. The amendments are intended to resolve this problem.

The Planning Commission held a public hearing on November 18, 2010 and voted unanimously to recommend approval of the revisions.

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Section 5.08 R-3 High Density Residential

5.08.01 Intent: The purpose of this district is to permit high density residential in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

5.08.02 Permitted Uses:

- 5.08.02.01 Townhouses and Condominiums.
- 5.08.02.02 Public and private schools.
- 5.08.02.03 Publicly owned and operated facilities.
- 5.08.02.04 Public Services.
- 5.08.02.05 Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)
- 5.08.02.06 Group Care Home (Ordinance No. 1118, 4-6-10)
- ~~5.08.02.06~~ 5.08.02.07 Multiple family dwellings constructed prior to November 20, 2001.

5.08.03 Permitted Conditional Uses:

- 5.08.03.01 Multiple family dwellings constructed after November 20, 2001.
- 5.08.03.02 Bed and Breakfast.
  - 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
  - 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.08.03.03 Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.08.03.04 Home Occupations, as per Section 7.10.
- 5.08.03.05 Child Care Center.
- 5.08.03.06 Charitable clubs and organizations.
- 5.08.03.07 Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)
- ~~5.08.02.07~~ 5.08.03.08 Congregate housing, senior apartments (age restricted to 55+ years old), or continuing care retirement community. (Ordinance No. 1118, 4-6-10)

5.08.04 Permitted Accessory Uses:

- 5.08.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.08.04.02 Decks, elevated patios either attached or detached.
- 5.08.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.08.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.08.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.08.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.08.04.07 Landscaping as required by Section 7.17.

5.08.05 Height and Lot Requirements:

Uses	5.08.05.01 The height and minimum lot requirements shall be follows:						
	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums <sup>4</sup>	2,500 per unit	25' per unit	30'	10' <sup>5</sup>	30'	35'	40%
Multi-family Dwelling <sup>3</sup>	2,250 per unit	100'	30'	( <sup>1</sup> )	30'	45' <sup>1</sup>	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	5'	5'	17'	10% <sup>2</sup>

<sup>1</sup> For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

<sup>2</sup> Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%



- 3
- On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.
- 4
- This applies to Condominiums and Townhouses where there are three (3) more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.
- 5
- Where there are three (3) or more units connected the side yard at the ends shall meet this criteria otherwise the side yard setback shall zero (0) at common walls.

Section 5.09 R-4 Condominium Residential

**5.09.01 Intent:** The purpose of this district is to permit high density residential, including condominium dwellings, in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

**5.09.02 Permitted Uses:**

- 5.09.02.01
- Townhouses and Condominium dwellings.
- 5.09.02.02
- Public and private schools.
- 5.09.02.03
- Publicly owned and operated facilities.
- 5.09.02.04
- Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)
- 5.09.02.045.09.02.05
- Multiple family dwellings constructed prior to November 20, 2001.

**5.09.03 Permitted Conditional Uses:**

- 5.09.03.01
- Multiple family dwellings constructed after November 20, 2001.
- 5.09.03.02
- Bed and Breakfast.

1.

Guest rooms shall be within the principal residential building only and not within an accessory building.

2.

Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.09.03.03
- Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.09.03.04
- Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.09.03.05
- Home Occupations, as per Section 7.10.
- 5.09.03.06
- Child Care Center.
- 5.09.03.07
- Charitable clubs and organizations.
- 5.09.03.08
- Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)

**5.09.04 Permitted Accessory Uses:**

- 5.09.04.01
- Buildings and uses customarily incidental to the permitted uses.
- 5.09.04.02
- Decks, elevated patios either attached or detached.
- 5.09.04.03
- Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.09.04.04
- Signs as provided for in Section 7.01 through 7.04.
- 5.09.04.05
- Parking as provided for in Section 7.05 through 7.09.
- 5.09.04.06
- Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.09.04.07
- Landscaping as required by Section 7.17.

**5.09.05 Height and Lot Requirements:**

Uses	5.09.05.01 The height and minimum lot requirements shall be follows:						
	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums <sup>4</sup>	2,500 per unit	25' per unit	30'	10' <sup>5</sup>	30'	35'	40%



Multi-family Dwelling <sup>3</sup>	2,250 per unit	100'	30'	( <sup>1</sup> )	30'	45', <sup>1</sup>	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	8'	10'	17'	10% <sup>2</sup>

- <sup>1</sup>

For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.
- <sup>2</sup>

Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%
- <sup>3</sup>

On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.
- <sup>4</sup>

This applies to Condominiums and Townhouses where there are three (3) or more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.
- <sup>5</sup>

Where there are three (3) or more units connected the side yard at the ends shall meet these criteria otherwise the side yard setback shall zero (0) at common walls.

**(Ordinance No. 881, 11-19-02)**

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

AN ORDINANCE TO AMEND SECTION 5.08 AND SECTION 5.09 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.08 AND SECTION 5.09 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 5.08. Section 5.08 of Ordinance No. 848 is hereby amended to read as follows:

**Section 5.08 R-3 High Density Residential**

**5.08.01 Intent:** The purpose of this district is to permit high density residential in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

**5.08.02 Permitted Uses:**

- 5.08.02.01 Townhouses and Condominiums.
- 5.08.02.02 Public and private schools.
- 5.08.02.03 Publicly owned and operated facilities.
- 5.08.02.04 Public Services.
- 5.08.02.05 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.08.02.06 *Group Care Home (Ordinance No. 1118, 4-6-10)*
- 5.08.02.07 *Multiple family dwellings constructed prior to November 20, 2001. (Ordinance No. \_\_\_\_\_, 12-7-10)*

**5.08.03 Permitted Conditional Uses:**

- 5.08.03.01 *Multiple family dwellings constructed after November 20, 2001. (Ordinance No. \_\_\_\_\_, 12-7-10)*
- 5.08.03.02 Bed and Breakfast.
  - 1. Guest rooms shall be within the principal residential building only and not within an accessory building.
  - 2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.08.03.03 Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.08.03.04 Home Occupations, as per Section 7.10.
- 5.08.03.05 Child Care Center.
- 5.08.03.06 Charitable clubs and organizations.
- 5.08.03.07 *Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)*
- 5.08.03.08 *Congregate housing, senior apartments (age restricted to 55+ years old), or continuing care retirement community. (Ordinance No. 1118, 4-6-10)*

**5.08.04 Permitted Accessory Uses:**

- 5.08.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.08.04.02 Decks, elevated patios either attached or detached.
- 5.08.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.08.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.08.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.08.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.08.04.07 Landscaping as required by Section 7.17.

**5.08.05 Height and Lot Requirements:**

- 5.08.05.01 The height and minimum lot requirements shall be follows:
- | Uses | Lot Area | Lot | Front | Sid | Rea | Max. | Max. |
|------|----------|-----|-------|-----|-----|------|------|
|------|----------|-----|-------|-----|-----|------|------|

	(SF)	Width	Yard	e Yar d	r Yar d	Heig ht	Buildin g Covera ge
Townhouses/Condominiums <sup>4</sup>	2,500 per unit	25' per unit	30'	10' <sup>5</sup>	30'	35'	40%
Multi-family Dwelling <sup>3</sup>	2,250 per unit	100'	30'	( <sup>1</sup> )	30'	45' <sup>1</sup>	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	5'	5'	17'	10% <sup>2</sup>

- <sup>1</sup> For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.
- <sup>2</sup> Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%
- <sup>3</sup> On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.
- <sup>4</sup> This applies to Condominiums and Townhouses where there are three (3) more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.
- <sup>5</sup> Where there are three (3) or more units connected the side yard at the ends shall meet this criteria otherwise the side yard setback shall zero (0) at common walls.

SECTION 2. Amendment of Section 5.09. Section 5.09 of Ordinance No. 848 is hereby amended to read as follows:

#### **Section 5.09 R-4 Condominium Residential**

**5.09.01 Intent:** The purpose of this district is to permit high density residential, including condominium dwellings, in areas providing all public facilities and supporting facilities to maintain a sound and pleasant environment for the inhabitants.

#### **5.09.02 Permitted Uses:**

- 5.09.02.01 Townhouses and Condominium dwellings.
- 5.09.02.02 Public and private schools.
- 5.09.02.03 Publicly owned and operated facilities.
- 5.09.02.04 *Child Care Home, as per Section 7.10. (Ordinance No. 880, 11-19-02)*
- 5.09.02.05 *Multiple family dwellings constructed prior to November 20, 2001. (Ordinance No. \_\_\_\_, 12-7-10)*

#### **5.09.03 Permitted Conditional Uses:**

- 5.09.03.01 Multiple family dwellings *constructed after November 20, 2001. (Ordinance No. \_\_\_\_, 12-7-10)*
- 5.09.03.02 Bed and Breakfast.
  1. Guest rooms shall be within the principal residential building only and not within an accessory building.
  2. Each room that is designated for guest occupancy must be provided with a smoke detector which is kept in good working order.
- 5.09.03.03 Churches, temples, seminaries, and convents including residences for teachers and pastors.
- 5.09.03.04 Public utility substations, distribution centers, regulator stations, pumping stations, storage, equipment buildings, garages, towers, or similar uses.
- 5.09.03.05 Home Occupations, as per Section 7.10.
- 5.09.03.06 Child Care Center.
- 5.09.03.07 Charitable clubs and organizations.
- 5.09.03.08 *Nursing care and rehabilitation facilities, and assisted living facilities (Ordinance No. 1118, 4-6-10)*

#### **5.09.04 Permitted Accessory Uses:**

- 5.09.04.01 Buildings and uses customarily incidental to the permitted uses.
- 5.09.04.02 Decks, elevated patios either attached or detached.
- 5.09.04.03 Temporary buildings incidental to construction work where such buildings or structures are removed upon completion of work.
- 5.09.04.04 Signs as provided for in Section 7.01 through 7.04.
- 5.09.04.05 Parking as provided for in Section 7.05 through 7.09.
- 5.09.04.06 Private swimming pool, tennis court, and other recreational facilities in conjunction with a residence.
- 5.09.04.07 Landscaping as required by Section 7.17.

**5.09.05            Height and Lot Requirements:**

5.09.05.01      The height and minimum lot requirements shall be follows:							
Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums <sup>4</sup>	2,500 per unit	25' per unit	30'	10' <sup>5</sup>	30'	35'	40%
Multi-family Dwelling <sup>3</sup>	2,250 per unit	100'	30'	( <sup>1</sup> )	30'	45' <sup>1</sup>	40%
Other Permitted Uses	8,500	75'	30'	10'	30'	35'	30%
Other Conditional Uses	8,500	75'	30'	10'	30'	45'	30%
Accessory Buildings	-	-	50'	8'	10'	17'	10% <sup>2</sup>

<sup>1</sup> For Multi-Family units the side yard shall be 10 feet if it is a 3-story structure, and 5 feet additional side yard on each side shall be provided for each story in excess of 3 stories.

<sup>2</sup> Provided total area of accessory structures for single family does not exceed 700 sq. ft. and the total lot coverage of all buildings and accessory structure does not exceed 50%

<sup>3</sup> On Corner Lots the following criteria apply to setbacks. In existing developed areas, the Street Side Yard setback may conform to existing setbacks of existing structures along that street. In new developments, the Street Side Yard setback shall be equal to the Front Yard setback.

<sup>4</sup> This applies to Condominiums and Townhouses where there are three (3) or more units connected and where there is a minimum of two (2) common walls; otherwise the criteria for single-family attached or two-family dwelling shall apply depending upon the appropriate condition.

<sup>5</sup> Where there are three (3) or more units connected the side yard at the ends shall meet these criteria otherwise the side yard setback shall zero (0) at common walls.  
**(Ordinance No. 881, 11-19-02)**

SECTION 3. Repeal of Section 5.08 and Section 5.09 as Previously Enacted. Section 5.08 and Section 5.09 of Ordinance No. 848 as previously enacted is hereby repealed.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

CITY OF LA VISTA

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

ATTEST:

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

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**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 7, 2010 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
MEMORANDUM OF SUPPORT & COMMITMENT — CONTINUING MISSION OF NIZC (NE INNOVATION ZONE COMMISSION)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to approve and authorize the City Administrator to sign a Memorandum of Support and Commitment (MOSC) to transfer the work of the Nebraska Innovation Zone Commission (NIZC) to a new coalition group designated as the "I-80 Council."

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

LB 546 approved by the Nebraska Legislature in May 2005 created the Nebraska Innovation Zone Commission (NIZC) to advocate and recommend programs that encourage regional cooperation and foster community sustainability and economic development initiatives. The City of La Vista has participated in this process since its inception and I have served as the chairman since November 2007. LB 546 is scheduled to sunset on December 31, 2010 and the NIZC has recommended that the work continue via an I-80 Council.

The I-80 Council will build upon the groundwork established by the Commission, working towards growth and development of the I-80 Corridor through a collaborative process. The work of the Council will function under the Lincoln and Omaha Chambers of Commerce and MAPA. It is envisioned that the Council will have among its responsibilities the various issues related to planning and design, promotion and marketing of the corridor region.

While La Vista is not included within the corridor's boundary description (Hwy 50 is the eastern end), as leaders in the development of design guidelines La Vista has advocated the need for quality development within the corridor. Because of La Vista's Southport development, the City has a vested interest in the successful development of other areas within the I-80 Corridor.

The attached MOSC does not bind or obligate the City to anything other than a commitment to participate for five (5) years. This is basically a show of support for the transition of the NIZC to the I-80 Council and continuing the work to ensure quality growth and development of the I-80 Corridor.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A MEMORANDUM OF SUPPORT AND COMMITMENT (MOSC) TO TRANSFER THE WORK OF THE NEBRASKA INNOVATION ZONE COMMISSION (NIZC) TO A NEW COALITION GROUP DESIGNATED AS THE "I-80 COUNCIL."

WHEREAS, the Nebraska legislature approved LB 546 in May 2005 which created the Nebraska Innovation Zone Commission to advocate and recommend programs that encourage regional cooperation and foster community sustainability and economic development initiatives; and

WHEREAS, the City of La Vista has participated in the NIZC since its inception; and

WHEREAS, the NIZC is scheduled to sunset on December 31, 2010; and

WHEREAS, the City of La Vista advocates quality growth and development in the I-80 Corridor and supports continuing the work of the Nebraska Innovation Zone Commission through the transition to the I-80 Council.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve and authorize the City Administrator to sign a Memorandum of Support and Commitment (MOSC) to transfer the work of the Nebraska Innovation Zone Commission (NIZC) to a new coalition group designated as the "I-80 Council".

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

CITY OF LA VISTA

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

ATTEST:

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

## **Memorandum of Support and Commitment**

### **Regarding Continuing the Mission of the NIZC**

This Memorandum of Support and Commitment (MOSC) is entered into upon the date of the final execution by all signatory parties, by and among the following Nebraska organizations, counties, and communities:

- The Lincoln Chamber of Commerce
- The Omaha Chamber of Commerce
- The Metro Area Planning Agency (MAPA)
- The Nebraska counties of; Sarpy, Cass, Saunders, Washington, Douglas, and Lancaster (sometimes collectively referred to below as the "Counties")
- The following communities located within the designated boundaries of the Interstate 80 (I-80) corridor; Waverly, Greenwood, Ashland, Gretna, Papillion, and La Vista (sometimes collectively referred to below as the "Communities").
- The University of Nebraska
- The Metropolitan Community College
- The Southeast Community College

**Whereas**, the Nebraska Innovation Zone Commission (NIZC or Commission), created by LB 546 with a scheduled sunset date of December 31, 2010, with the support of NIZC Commissioners, elected officials and community members, desires to transfer the work of the Commission to a new coalition group consisting of the Lincoln Chamber, the Omaha Chamber, and MAPA. This new coalition group will be designated the "I-80 Council". The I-80 Council will continue the groundwork established by the Commission, working towards growth and development through a collaborative process. The signatory parties to this MOSC envision the I-80 Council as having among its responsibilities the various issues surrounding planning and design, promotion, and marketing of the I-80 corridor region.

**Whereas**, the NIZC Studies (Studies-Phase I and Phase II - Model Design Standards) have involved major phases that have progressed into key recommendations for the Counties and Communities. Phase 1 examined regional issues, including the development of the 10 Guiding Principles for the Counties and the Communities. The Model Design Standards examined details within each segment and identified common existing patterns of standards that could be incorporated into basic guidelines that the Counties and Communities could adhere to when planning for interchange development, site development, community character, building setback lines, facilitating compatibility of design, improving visual appearance of highway facilities, and reducing the need for remedial measures and the resultant cost to taxpayers.



**Whereas,** among the Counties and the Communities and other stakeholders along the I-80 Corridor there is support for ensuring orderly development within the I-80 Corridor that will facilitate and permit safe and efficient use of land and resources.

**Whereas,** the signatory parties desire future continuity and existence of the I-80 Council for no less than five years.

**Whereas,** the signatory parties will use their best efforts and resources to inform and assist the I-80 Council in setting goals, formulating by-laws, participating in committee work, participating in group meetings and group communications, and scheduling of activities.

**Whereas,** local planning, incentives, marketing, zoning controls, land development regulations, subdivision regulations and other development approvals, utility locations, and permits can be effectively utilized to address future needs of the I-80 Corridor.

**Whereas,** the signatory parties fully understand this MOSC serves as a framework for cooperation among the parties, thereby creating an atmosphere of cooperation and a commitment to undertake appropriate participatory actions to further the mission of the I-80 Council.

**Whereas,** the signatory parties are not intending to, and do not by virtue of signing this MOSC, create any binding legal obligation or duty on the part of any signing party; but rather only express their intention to support the mission of the I-80 Council and intention to share information and cooperate regionally in the I-80 Corridor in the spirit of regional growth and development, for the good of all parties and for Nebraska taxpayers.

**Now, therefore,** the signatory parties hereby agree to recognize the mission of the I-80 Council as an important mission and agree to cooperate, to the extent it is possible for each party, with each other in supporting and furthering the I-80 Council. Through the collaboration forged by this MOSC, the parties agree to a commitment of no less than five years of actively cooperating and working together, regarding matters that have the potential to impact the I-80 Corridor region, mindful of and supportive of the findings of the NIZC Phase 1 & Phase II Studies.

This MOSC executed on the date shown adjacent to each of the parties' signatures.

Signatures of duly authorized representatives:

Entity Names:

City of Ashland, Nebraska \_\_\_\_\_ (date signed)\_\_\_\_\_

City of Greenwood, Nebraska \_\_\_\_\_ (date signed)\_\_\_\_\_

City of Gretna, Nebraska \_\_\_\_\_ (date signed)\_\_\_\_\_

City of La Vista, Nebraska	_____	(date signed) _____
City of Lincoln, Nebraska	_____	(date signed) _____
City of Omaha, Nebraska	_____	(date signed) _____
City of Papillion, Nebraska	_____	(date signed) _____
City of Waverly, Nebraska	_____	(date signed) _____
County of Cass, Nebraska	_____	(date signed) _____
County of Douglas, Nebraska	_____	(date signed) _____
County of Lancaster, Nebraska	_____	(date signed) _____
County of Sarpy, Nebraska	_____	(date signed) _____
County of Saunders, Nebraska	_____	(date signed) _____
County of Washington, Nebraska	_____	(date signed) _____
Lincoln Chamber of Commerce	_____	(date signed) _____
Metro Area Planning Agency	_____	(date signed) _____
Metropolitan Community College	_____	(date signed) _____
Omaha Chamber of Commerce	_____	(date signed) _____
Southeast Community College	_____	(date signed) _____
University of Nebraska	_____	(date signed) _____

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 7, 2010 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF BUNKER GEAR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RICH UHL FIRE CHIEF

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of five sets of firefighter bunker gear from Municipal Emergency Services, Inc., Snyder, NE in an amount not to exceed \$9,375.00.

**FISCAL IMPACT**

The FY 10/11 General Fund budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

Funding was included in the current year's budget for the purchase of new firefighter bunker gear. This purchase will bring the department closer to its goal of attaining NFPA 1971-Protective Ensemble for Structural Firefighting compliance for the 2007 standards for protective gear.

Experience and consultation indicates that the Globe G7 bunker gear meets NFPA 1971 standards and will provide excellent protection for fire fighting applications. Several brands and models of bunker gear were evaluated by the Fire Chief during a recent seminar. MES is the local provider of the gear, which was determined to be the best for our application at the best price. There has not been a significant change in price since the last request for bids and for the sake of continuity it is the Fire Chief's recommendation that we continue replacement with the Globe product. The conclusion has been drawn that this particular selection will best meet the needs of the firefighters of the La Vista Fire Department.

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

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 \$9,375.00.

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

WHEREAS, funds are provided in the FY 10/11 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 \$9,375.00.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 7, 2010 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE COMPUTER EQUIPMENT – WESTERN STATES CONTRACTING ALLIANCE & DELL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared approving the following technology related purchases for various City departments:

- Fifteen (15) computers with monitors and software from Dell and departmental software and projectors and printers from various vendors through the Western States Contracting Alliance (WSCA) in an amount not to exceed \$31,000.

**FISCAL IMPACT**

The FY 10/11 IT budget provides funds for proposed computer upgrades.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The State of Nebraska bid for computer services designates WSCA as the lowest responsible bidder for the hardware and software that is being requested and they are currently purchasing through Dell. The departmental software, printers and projectors are the lowest and most responsible bidder through Sarpy IT Department.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA), DELL, AND VARIOUS VENDORS IN AN AMOUNT NOT TO EXCEED \$31,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of fifteen (15) computers with monitors and software; and

WHEREAS, the FY 2010/11 General, Sewer and Golf Fund budgets did include funds for the purchase of said technology items; 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, do hereby authorize the purchase of fifteen (15) computers with monitors and software, from Dell through the Western States Contracting Alliance (WSCA), and departmental software, printers and projectors from various vendors in an amount not to exceed \$31,000.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 7, 2010 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF A HARLEY DAVIDSON POLICE MOTORCYCLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of a 2011 Harley Davidson Police Motorcycle – (FLHTP- Electra Glide) from Holstein’s Harley Davidson, Omaha Nebraska in an amount not to exceed \$19,579.60.

**FISCAL IMPACT**

The FY 10/11 General Fund budget provides funding for this purchase. The police department has received a grant from the Nebraska Office of Highway Safety that will reimburse the City for the equipment.

**RECOMMENDATION**

Approval

**BACKGROUND**

The police department has received a grant from the Nebraska Office of Highway Safety for the continued implementation of a motorcycle patrol project. Funding from the Nebraska Office of Highway Safety will fund the purchase of one police motorcycle. With the increase in commercial and residential development in the city, on-going concerns about speed enforcement need to continue to be addressed. The FY11 budget projected the acquisition of a police motorcycle through a Highway Safety grant.

On November 19, 2010 bids were opened at La Vista City Hall and Holstein’s Harley Davidson of Omaha was the low compliant bidder. The motorcycle carries a two year warranty.

Holstein’s Harley Davidson (Omaha)	\$19,579.60
Budke Power Sports (North Platte)	\$19,733.00
Dillon Brothers (Omaha)	\$19,972.00
Frontier Harley Davidson (Lincoln)	\$21,354.00

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2011 HARLEY DAVIDSON POLICE MOTORCYCLE FOR THE POLICE DEPARTMENT FROM HOLSTEIN'S HARLEY DAVIDSON, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$19,579.60

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Harley Davidson motorcycle for the Police Department is needed; and

WHEREAS, the FY10/11 Budget did include grant funds for the purchase of said motorcycle; and

WHEREAS, proposals have been received and after review by the Police Chief it has been determined that the bid submitted by Holstein's Harley Davidson for a 2011 Harley Davidson "Police Model" FLHTPI was the low, compliant bid; 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, do hereby authorize the purchase of one 2011 Harley Davidson Police Motorcycle for the Police Department from Holstein's Harley Davidson, Omaha, Nebraska in an amount not to exceed \$19,579.60.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

CITY OF LA VISTA

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

ATTEST:

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



G

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 I LIQUOR LICENSE APPLICATION FOR VIETNAMESE ASIAN RESTAURANT, INC. DBA VIETNAMESE RESTAURANT, 8013 S 83RD AVENUE, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, Vietnamese Asian Restaurant, Inc. dba Vietnamese Restaurant, 8013 S 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I 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 I Liquor License application submitted by Vietnamese Asian Restaurant, Inc. dba Vietnamese Restaurant, 8013 S 83rd Avenue La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER 2010.

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- LIQUOR LICENSE- MANAGER  
VIETNAMESE ASIAN RESTAURANT, INC.  
**DATE:** 11/22/2010  
**CC:**

---

The police department conducted a check of computerized records on the applicant, Evie Huynh, for criminal conduct in Nebraska in reference to the Manager application.

Huynh was cited for speeding in August 2000.

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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- LIQUOR LICENSE- VIETNAMESE ASIAN RESTAURANT, INC.  
**DATE:** 11/22/2010  
**CC:**

---

The police department conducted a check of computerized records on the applicant, Sanh T. Pham for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has no traffic entries.

CITY OF LA VISTA  
NOTICE OF PUBLIC HEARING  
RETAIL CLASS I LIQUOR LICENSE

NOTICE IS HEREBY GIVEN, that the La Vista City Council will hold a public hearing at its regularly scheduled meeting on December 7, 2010 at 7 p.m., at La Vista City Hall, 8116 Park View Blvd., for the purpose of considering a recommendation on the Retail Class I Liquor License application sought by Vietnamese Asian Restaurant, Inc. dba Vietnamese Restaurant, 8013 S 83<sup>rd</sup> Ave, La Vista, Sarpy County, Nebraska 68128.

All persons desiring to give evidence before the local governing body in support of or protest against the issuance of such license may do so at the time of the hearing.

Pamela A. Buethe, CMC  
City Clerk  
City of La Vista



November 19, 2010

Vietnamese Restaurant  
Attn: Evie Huynh  
8013 S 83<sup>rd</sup> Avenue  
La Vista NE 68128

RE: Class I Liquor License Application for Vietnamese Asian Restaurant, Inc  
dba Vietnamese Restaurant

Dear Ms. Huynh:

This letter is to inform you that the City of La Vista has received the application for a Class I Liquor License for Vietnamese Asian Restaurant, Inc dba Vietnamese Restaurant, 8013 S 83<sup>rd</sup> Avenue, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on December 7, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free to contact me.

Sincerely,

Pamela A. Bueth, 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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: November 8, 2010

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:

Vietnamese Asian Restaurant, Inc DBA Vietnamese Restaurant  
8013 S 83<sup>rd</sup> Ave  
La Vista NE 68128  
Application for Class I - 91437  
45<sup>th</sup> day December 27, 2010

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Motion was made by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

6. Roll Call Vote: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. Check one: The motion passed: \_\_\_\_\_ The motion failed \_\_\_\_\_

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attached additional page if necessary)

SIGN HERE \_\_\_\_\_ DATE \_\_\_\_\_  
clerks signature

LS

# STATE OF NEBRASKA

Dave Heineman  
Governor

NEBRASKA LIQUOR CONTROL COMMISSION  
Hobert B Rupe – *Executive Director*  
301 Centennial Mall South, 5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, NE 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)  
Web address: <http://www.lcc.ne.gov/>

November 8, 2010

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

RE: Vietnamese Asian Restaurant, Inc DBA Vietnamese Restaurant; I - 91437

Clerk:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE PROPERLY LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Lynn Shumake  
Licensing Division

Enclosures

Janice Wiebusch  
Commissioner

Bob Logsdon  
Chairman

Robert Batt  
Commissioner

Replacing 86144-  
**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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

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NEBRASKA LIQUOR  
CONTROL COMMISSION

QA  
Applicant Name

Vietnamese Asian Restaurant, Inc

Trade Name Vietnamese Restaurant

Previous Trade Name

Vietnamese Asian Restaurant

E-Mail Address:

I - 91437

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state. LS

**REQUIRED ATTACHMENTS**

Each item must be checked and included with application or marked N/A (not applicable)

OK X 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.

C X 2. Enclose application fee of \$400, checks made out to the Nebraska Liquor Control Commission.

13114 X 3. Enclose the appropriate application forms; Individual License - Form 1; Partnership License - Form 2; Corporate - Form 3a; Limited Liability Form (LCC) - Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application - Form 3c.

X 4. If building is being leased send a copy of the lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

— N/A 5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

— N/A 6. If buying the business of a current liquor license holder:

- Provide a copy of the purchase agreement from the seller (must read applicants name)
- Provide a copy of alcohol inventory being purchased (must include brand names and container size).
- Enclose a list of the assets being purchased (furniture, fixturt

CK 99003  
\$400-mm  
received



1000022084



- N/A 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).
- 7 N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- AL      9. See enclosed Applicant Requirements brochure for; citizenship, residency and voter registration requirements.
- XC ✓ 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
- N/A 11. Submit a copy of your business plan (if applicable).
- 12. Check with local governing bodies for any further requirements or restrictions.

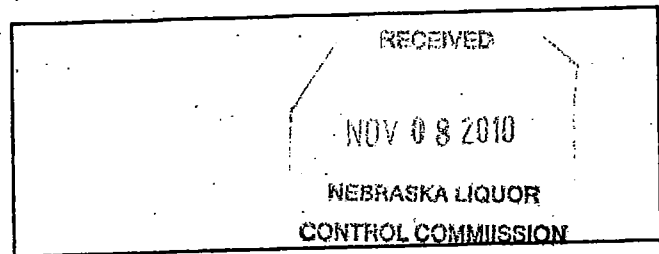
**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

  
\_\_\_\_\_  
**Signature**

11/3/10  
**Date**

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

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



**RETAIL LICENSE(S)**

Application Fee \$400

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- ☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

☐ Class K Catering license (requires catering application form 106)

\$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

**TYPED APPLICATION BEING APPLIED FOR: CHECK ONE**

- ☐ Individual License (requires insert form 1)
- ☐ Partnership License (requires insert form 2)
- ☒ Corporate License (requires insert form 3a & 3c)
- ☐ Limited Liability Company (LLC) (requires form 3b & 3c)

**SIGNATURES**

Name C Jan Headley Phone number: 402.330.5757

Firm Name C Jan Headley

Trade Name (doing business as) Vietnamese Restaurant  
Street Address #1 8013 S 83rd Ave  
Street Address #2 \_\_\_\_\_  
City La Vista County Sarpy Zip Code 68128  
Premise Telephone number Pending

Is this location inside the city/village corporate limits: ☒ YES ☐ NO

Mail address (where you want receipt of mail from the Commission)

Name \_\_\_\_\_

Street Address  
#1 \_\_\_\_\_

Street Address  
#2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, 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.

\*\*For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length 77 feet  
Width 23 feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

*See Enclosed Next Page*

Men Bathroom

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Ladies Bathroom

Sink

Hood

Counter Top

77' 6 1/2"

~~77' 6 1/2"~~

← N

22' 10"

**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.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Evie Huynh	2002 or 03	Missouri	Speeding Ticket	Fined
	1995-2000	Hawaii	" "	Fined
	(unsure of dates)			

**2. Are you buying the business of a current retail liquor license?**

☐ YES ☒ NO

If yes, give name of business and liquor license number \_\_\_\_\_

a) Submit a copy of the sales agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

**3. Was this premise licensed as a liquor licensed business within the last two (2) years?**

☒ YES ☐ NO

If yes, give name and license number 84th St. Cafes License # unknown

**4. Are you filing a temporary operating permit to operate during the application process?**

☐ YES ☒ NO

If yes:

a) Attach temporary operating permit (form 125)

b) Attach statement(s) from all beer wholesalers (in your particular geographical area) and all liquor wholesalers indicating that the seller is not delinquent or have any debts owed to the wholesalers.

**5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?**

☐ YES ☒ NO

If yes, list the lender \_\_\_\_\_

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐

YES



NO

If yes, explain. (All involved persons must be disclosed on application)

---

**No silent partners**

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?



YES

☐

NO

If yes, list such item(s) and the owner.

table and stove hoods owned  
by landlord

8. Is premise to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

☐

YES



NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

---

9. Is anyone listed on this application a law enforcement officer?

☐

YES



NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business  
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Bank of the West

---

12. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Vietnamese Asian Restaurant, Inc. 7212 Jones St Omaha Ne 68114  
License # 70817 Terminated August 2010 when Restaurant  
sold.

13. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse)
- d) Limited Liability Company, manager only (no spouse)

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Erre Huynh (Manager)	Approx 98/99	Hawaii Bartending School
	2005-2010	operating prior license Vietnamese Asian Restaurant

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 Approx Oct 2015
- ☐ Deed
- ☐ Purchase Agreement

15. When do you intend to open for business? Nov 29, 2010

16. What will be the main nature of business? Vietnamese Restaurant

17. What are the anticipated hours of operation? 11 AM to 9 PM

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
Sanh		Erre	
Omaha Neb	2000 Present	Omaha	2005 Present
Honolulu Ha	1989 July 2000	Honolulu Ha	1989 2005
		Omaha Mo	2000 2002
		Kansas City MO	2002 2005

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

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NOV 08 2010

Signature of Spouse

NEBRASKA LIQUOR  
CONTROL COMMISSION

Signature of Spouse

Signature of Spouse

Signature of Spouse

Signature of Spouse

Ernie Huynh

County of Douglas

The foregoing instrument was acknowledged before me this Nov 3, 2010 by

Ernie Huynh

Notary Public signature

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

Sanh Pham

Signature of Applicant

Sanh Pham

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this Nov 3, 2010 by

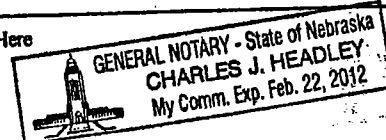
Sanh Pham

Notary Public signature

Affix Seal Here



Affix Seal Here



in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.  
A ten day advance period is required in writing to produce the alternate format.



**APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
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:

Office Use

RECEIVED

NOV 8 8 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

Officers, directors and stockholders holding over 25%, including spouses, are required to adhere to the following requirements

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: Mike K. Lazer

Name of Corporation that will hold license as listed on the Articles

Vietnamese Asian Restaurant Inc

Corporation Address: 8013 S 83<sup>rd</sup> Ave

City: La Vista State: Ne Zip Code: 68128

Corporation Phone Number: 402.203.1535 Fax Number

Total Number of Corporation Shares Issued: 100

Name and notarized signature of president (Information of president must be listed on following page)

Last Name: Pham First Name: Sanh MI: Thi

Home Address: 16277 Jefferson St City: Omaha

State: Ne Zip Code: 68135 Home Phone Number: 402.614.4658

Sanh Pham

Signature of president

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

November 3, 2010

date

by Sanh Pham

name of person acknowledged

Charles J. Headley

Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska  
CHARLES J. HEADLEY  
My Comm. Exp. Feb. 22, 2012

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Pham First Name: Sanh MI: T

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Pres & Secretary Number of Shares 50

Spouse Full Name (indicate N/A if single): N/A single

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: Huynh First Name: Evie MI: M

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Treasurer & VP Number of Shares 50

Spouse Full Name (indicate N/A if single): N/A single

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

---

Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

If yes, provide the name of corporation and supply an organizational chart

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

## Page 1



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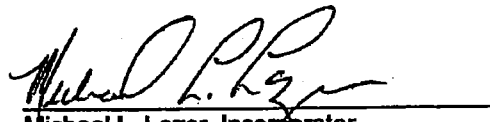
NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION**ARTICLES OF INCORPORATION  
OF  
VIETNAMESE ASIAN RESTAURANT, INC.**

I, the undersigned, a natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

1. **Name:** The name of the Corporation is Vietnamese Asian Restaurant, Inc.
2. **Duration:** The Corporation shall commence doing business on the date the Articles of Incorporation are filed with the Secretary of State's Office and its existence shall be perpetual.
3. **Purposes:** This Corporation is organized to engage in any business and do any and all acts and engage in any and all business ventures allowed by the laws of the State of Nebraska.
4. **Powers:** The Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargement of such powers conferred by subsequent legislative acts; and, in addition thereto, the corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient and expedient to the attainment of the purposes set forth in Article 3 above.
5. **Authorized Shares:** The capital stock of this Corporation shall be Ten Thousand and NO/100 (\$10,000.00) Dollars that shall be divided into Ten Thousand (10,000) shares of common stock with a par value of One Dollar (\$1.00) per share.
6. **Initial Registered Office and Initial Registered Agent:** The street address of the initial registered office of the corporation is 8712 West Dodge Rd., Suite 400, Omaha, Nebraska 68114, and the name of the initial registered agent at such address is Michael L. Lazer.
7. **Name and Address of Incorporator:** The name and address of the Incorporator is Michael L. Lazer, 8712 West Dodge Rd., Suite 400, Omaha, Nebraska 68114.

DATED: September 23, 2005

  
Michael L. Lazer, Incorporator

# Douglas County Election Commission

225 North 115th Street • Omaha, Nebraska 68154

DAVE PHIPPS, ELECTION COMMISSIONER



STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Sanh Thi Pham now residing at 16277 Jefferson, Omaha, Nebraska 68135 registered for voting in this office on October 19, 2010 stating under oath that she was born in Vietnam, and giving her birth date as 1/1/1954.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 19 day of October, 2010.

(Seal)

DAVE PHIPPS  
Election Commissioner of  
Douglas County, Nebraska

By Keith Williams

Deputy

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Corporate manager, including spouse, are required to adhere to the following requirements  
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/Limited Liability Corporation (LLC) information

Name of Corporation/LLC: Vietnamese Asian Restaurant, Inc.

Premise information

Premise License Number: N/A  
(if new application leave blank)

Premise Trade Name/DBA: Vietnamese Restaurant

Premise Street Address: 8013 S. 83rd Avenue

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: \_\_\_\_\_

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.



CORPORATE OFFICER SIGNATURE  
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: Huynh First Name: Evie MI: M

Home Address (include PO Box if applicable): 16277 Jefferson St.

City: Omaha State: Nebraska Zip Code: 68135

Home Phone Number: 402-614-4658 Business Phone Number: Pending

Social Security Number: - - - Drivers License Number & State: - - -

Date Of Birth: 2/2/76 Place Of Birth: Bentre Vietnam

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

☐ YES ☒ NO

Spouse's information

Spouses Last Name: N/A First Name: - - - MI: - - -

Social Security Number: - - - Drivers License Number & State: - - -

Date Of Birth: - - - Place Of Birth: - - -

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

APPLICANT			SPOUSE		
CITY & STATE		YEAR FROM TO	CITY & STATE		YEAR FROM TO
Omaha, Nebraska		2005 2010	N/A		
Kansas City, Missouri		2002 2005			
Omaha, Nebraska		2000 2002			
Honolulu, Hawaii		1989 2000			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2010	Vietnamese Asian Restaurant	Sanh Pham	402-614-4658
2002	2005	Commercial Federal Bank	Unknown	Unknown

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

☒ YES

☐ NO

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

Evie Huynh - speeding tickets 2002 or 2003 in Missouri and 1995-1998 approximate - speeding ticket in Hawaii

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? IF YES, list the name of the premise.

☐ YES

☒ NO

Corporation had license # 70817.

Terminated August 2010 when business sold.

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the Nebraska State Patrol for \$38.00 per person)

☒ YES

☐ NO

5. List the training and/or experience (when and where)

Date:	Where:
1996 to 97	Honolulu Ha. Bartending School
2005 to Present	Employed at Vietnamese Asian Restaurant familiar with sales.



**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission.

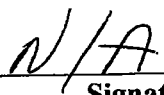
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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NEBRASKA LIQUOR  
CONTROL COMMISSION

  
Signature of Manager Applicant

  
Signature of Spouse

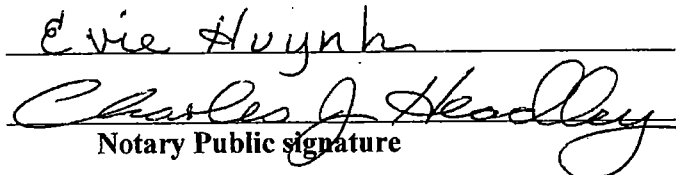
State of Nebraska

County of Douglas

County of \_\_\_\_\_

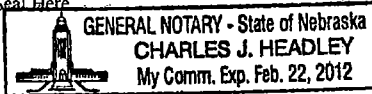
The foregoing instrument was acknowledged before me this November 3, 2010 by

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by

  
Notary Public signature

\_\_\_\_\_  
Notary Public signature

Affix Seal Here



Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Revised 9/2008

# Douglas County Election Commission

225 North 115th Street • Omaha, Nebraska 68154

DAVE PHIPPS, ELECTION COMMISSIONER



STATE OF NEBRASKA  
COUNTY OF DOUGLAS

} SS

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NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Evie M. Huynh now residing at 16277 Jefferson St, Omaha, Nebraska 68135 registered for voting in this office on October 19, 2010 stating under oath that she was born in Vietnam, and giving her birth date as 2/2/1976.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 19 day of October, 2010.

(Seal)

DAVE PHIPPS  
Election Commissioner of  
Douglas County, Nebraska

By Steph M. Williams  
Deputy

# BUSINESS PROPERTY LEASE

NOV 08 2010

NEBRASKA LIQUOR

THIS LEASE is entered into this 19 day of October, 2010 between Brentwood Village Shopping Center LLC, Landlord, and Vietnamese Asian Restaurant, Inc., a Nebraska Corporation, Tenant.

1. **PREMISES.** Landlord leases to Tenant the building located at 8013 South 83<sup>rd</sup> Avenue, La Vista, Nebraska 68128 (the "Building") as shown on Exhibit "A" (the "Premises"), containing approximately 2,000 square feet on the following terms and conditions.

2. **TERM.** This Lease shall be for a term of 5 Years, 6 Months, 16 Days beginning on the 15<sup>th</sup> day of October, 2010, and ending on the 31st day of March, 2016, unless terminated earlier as provided in this Lease.

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of Vietnamese Restaurant and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Building, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Base Rent.** The total Base Rent under this Lease is Ninety Three Thousand Six Hundred Seventy-Two and 72/100 Dollars (\$93,672.72). Tenant agrees to pay rent to Landlord at Coldwell Banker Commercial World Group, 780 North 114<sup>th</sup> Street, Omaha, NE 68154, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from October 15, 2010, to March 31, 2011, \$0.00 per month

For the period from April 1, 2011, to March 31, 2012, \$1500.00 per month/\$18000.00 per year

For the period from April 1, 2012, to March 31, 2013, \$1530.00 per month/\$18360.00 per year

For the period from April 1, 2013, to March 31, 2014, \$1560.06 per month/\$18727.20 per year

For the period from April 1, 2014, to March 31, 2015, \$1591.81 per month/\$19101.74 per year

For the period from April 1, 2015, to March 31, 2016, \$1623.65 per month/\$19483.78 per year

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long term debt or income taxes paid by Landlord.

"Tenant's pro rata share" shall mean the percentage determined by dividing the square feet of the Premises as shown in Paragraph 1, by 86,900 square feet.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be pro-rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay Seven Hundred Sixty-Five and No/100 Dollars (\$765.00) per month, on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant. Said amount shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant. Payment of Operating Expenses to begin upon opening day of Business.

(c) **Computation of Rent Adjustment.** Rent adjustment will be calculated and billed on a monthly basis.

(d) **Payment of Rent.** Tenant agrees to pay the Base Rent by the first of each month, as and when due, together with all adjustments and all other amounts required to be paid by Tenant under this Lease. First month rent will be due April 1, 2011. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(e) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth day after such payments are due, Tenant agrees to pay Landlord a late charge of \$100 (one-hundred dollars) per day, for every day that rent is due and owing after the fifth of the month.

(f) **Security Deposit.** As partial consideration for the execution of this Lease, the Tenant shall delivered to Landlord for Landlord's use and possession the sum of \$2,265.00 as a Security Deposit at lease execution. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

5. **SERVICES.** Landlord shall furnish real estate taxes, extended insurance coverage and common area maintenance (CAM) to be reimbursed by Tenant to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Building. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for

the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

8. **REPAIRS.** Landlord agrees to make all necessary repairs to the exterior walls, exterior doors, windows, roof, heating and air conditioning, and corridors of the Building and to keep the Building in a clean, neat, and attractive condition. Landlord agrees to maintain the Building equipment and mechanical systems in good repair, but Landlord shall not be liable or responsible to Tenant for breakdowns or temporary interruptions in service.

Tenant agrees that it will make all repairs and replacements to the Premises not required to be made by Landlord, to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Building by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Building. In the event plumbing is or has been installed in the Premises, Tenant is responsible for the repair and maintenance of the plumbing system to the point where Tenant's system connects with Landlord's system. At the sole discretion of Landlord, Tenant may be required to install a meter to measure such water consumption.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Building, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. Landlord agrees to warrant the HVAC system for a period of 6 months from lease execution. Tenant shall be responsible for all repairs and or replacement of HVAC system after Landlord's 6 month warranty period.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Building, or from any other place, or for any damage done to Tenant's property in moving same to or from the Building or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises. Tenant is responsible for maintaining insurance on tenant's contents of building and proof of coverage will be supplied to the Landlord.

11. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Building.
- (b) Install and maintain signs on the Building until vacated 100% by Landlord.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Building, or part thereof, and any adjacent building, land, street, or alley, and during such operations to take into and through the Premises or any part of the Building all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (e) Possess passkeys to the Premises.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Building, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Building.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Building and to make modifications thereto.

12. **INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Building or increase the risks covered by insurance on the Building or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Building on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance.

A copy of Landlord's insurance coverage is attached as Exhibit "C" and incorporated herein to this Lease.

13. **INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Building, except as the same may be the result of the negligence of Landlord, its employees, or agents.

14. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as

unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

17. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

18. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- (a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.
- (b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.
- (c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMEN.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Building or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will at torn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21. **NOTICES AND NOTICE OF TERMINATION OF RIGHTS OF REFUSAL**

- (a) Tenant has option to renew lease in two consecutive five year terms with a 3% annual rent increase and a renewal period of 60 months, all other conditions to remain the same.
- (b) Tenant is required to give landlord 6 months notice prior to lease expiration regarding plans to exercise option to renew lease.

Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at Coldwell Banker Commercial World Group, 780 North 114<sup>th</sup> Street, Omaha, NE 68154 and also to Tenant at 16277 Jefferson Street, Omaha, NE 68135 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Attached and Incorporated Herein.** See blueprint of building and map of outside area for areas that distinguish landlords and tenants specific areas of use during co-tenancy period and areas that need to be secured by tenant and landlord daily.

25. **BROKERS.** The brokers involved in this transaction are:

Agent for Landlord is Gerard Daly of CBRE Mega

Landlord and Tenant acknowledge that CBRE Mega is being paid a fee by Landlord at time of Lease execution

26. **LANDLORD'S WORK.** Landlord agrees to deliver the Premise to Tenant by lease execution and Tenant agrees to receive the Premise from Landlord in an "As Is" condition with the following exceptions provided by the Landlord.

1. Landlord shall warrant the HVAC for a period of 6 months after execution of lease, Tenant to pay \$500.00 maximum for repairs and or replacement after 6 months from execution of lease.

2. Landlord shall warrant all existing plumbing fixtures, electrical, natural gas, sewer and fresh water hook ups shall be in working order at time of lease execution.

3. Landlord shall participate in 50 % of the cost of Tenants outdoor facade signage

4. Landlord shall allow Tenant use of all existing restaurant including hood during term of lease. Upon termination of lease Tenant shall leave all existing restaurant equipment in place when vacating premise.

Tenant agrees that all other improvements to be at its sole cost and expense.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Landlord: Brentwood Village Shopping Center, LLC

By John L. Hirsch, Landlord

Its owner

Tenant: Vietnamese Asian Restaurant, Inc.

Fed. ID # 90-0279307

By Sanh Phan

Its PRESIDENT

#### PERSONAL GUARANTY

The undersigned Guarantors, jointly and severally, in consideration of and inducement for Landlord's execution of this Lease, and being financially interested in the success of Tenant, unconditionally guarantee to Landlord, Landlord's successors and assigns, the timely payment of all sums due Landlord from Tenant and the prompt and full performance of all covenants and conditions by Tenant to be performed. The undersigned acknowledge and agree that the Personal Guaranty covers not only the original term of this lease but also any and all extensions, modifications, renewals and/or amendments to the original Lease and that the undersigned guarantors shall remain bound regardless of any waiver, release, forbearance, extension of time, or other action taken or permitted by Landlord and regardless of any subletting or assignment by Tenant or anyone in Tenant's interest.

Dated this 19 day of October, 2010.

## RULES AND REGULATIONS

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(a) The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.

(b) Safes, furniture, boxes or other bulky articles shall be carried by the freight elevator, or by the stairways or through the windows of the Building, in such a manner and at such hours as may be directed by the Landlord. Safes and other heavy articles shall be placed by the Tenant in such places only as may be first specified in writing by the Landlord.

(c) The Tenant, shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent.

(d) The Tenant shall not put up nor operate any engine, boiler, dynamo, or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining the written consent of the Landlord.

(e) If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.

(f) No person or persons shall be employed by the Tenant for the purpose of cleaning or of taking care of the Premises without the written consent of the Landlord. Any person or persons so employed by the Tenant must be subject to and under the control and direction of the Landlord.

(g) The Landlord shall have the right to exclude or eject from the Building, animals of every kind, except guide dogs, bicycles, or any other wheeled vehicle except wheelchairs, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.

(h) No additional locks shall be placed upon any doors of the Premises without first obtaining the written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.

(i) The Tenant shall not allow any curtains, filing cases nor other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of the Landlord.

(j) The Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.

(k) Smoking is prohibited in all areas of the Building, including the Premises, except that Landlord may, in its sole discretion, designate one or more areas within the Building where smoking may be permitted.

This account is governed by Federal and State Laws and the Bank's present and future rules and practices. By signing below, the depositor(s) acknowledge(s) receipt of and agrees to the terms, conditions, rates and charges established by the Bank for the type of account being opened, as disclosed in the Bank's Deposit Account Disclosures. These terms may be changed by the Bank at any time and from time to time, upon advance notice to depositor, if such is required by law.

For ☐ Real Estate ☐ Attorney ☐ Insurance ☐ Travel Services Accounts: This account is established by the fiduciary(ies) who have signed below for the benefit of his/her/their clients, as required by the laws and regulations relating to the aforementioned profession. It is understood that the Bank, in opening this type of account, is not responsible for determining whether any transactions made by those authorized are done so in accordance with his/her/their fiduciary duties.

[illegible]



TAX CERTIFICATION: By signing below, I authorize the following Taxpayer Identification Number (TIN) to be used for tax reporting purposes.

Taxpayer Identification Number: 90-0279307

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number, and
- (2) I am not subject to backup withholding either because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

VIETNAMESE ASIAN RESTAURANT

NAME OF U.S. PERSON (PRINT)

SIGNATURE OF U.S. PERSON

DATE

☐ NON-RESIDENT ALIEN: Signed Certification(s) of Foreign Status on file. Appropriate Form W-8 received: \_\_\_\_\_

(Date)

### Sole Proprietorship

I/We certify and agree by my/our signature that the person(s) named below constitute the owner(s) of a sole proprietorship.

### Partnerships

I/We certify and agree by my/our signature that the person(s) named below constitute the general partners of a partnership.

☐ Check if less than all general partners are authorized to open account(s).

### Limited Liability Company

I/We certify and agree that the persons named below constitute all of the members of the limited liability company or have been otherwise designated pursuant to the articles of organization and/or the operating agreement as managers or officers. I/We have the authority to bind the company or to execute documents on the company's behalf with respect to deposit accounts. Without limiting the generality of the foregoing, the person(s) whose signature(s) appear(s) on the front of this card are authorized to act in all matters relating to the account(s), including withdrawal transactions.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

### CORPORATE/LODGE/ASSOCIATION RESOLUTION TO OPEN BANK ACCOUNT(S) WITH THE PRESIDENT OR SECRETARY HAVING THE AUTHORITY TO OPEN ADDITIONAL BANK ACCOUNT(S) WITH THE SAME AUTHORIZED SIGNERS

Resolved That: The \_\_\_\_\_ (title) of this organization is authorized to open or maintain the account(s) with Bank of the West as reflected in the Bank's signature card and pursuant to the terms and conditions of the signature card and Deposit Account Disclosure.

Further Resolved That: The persons listed as signers on the signature card are authorized to endorse, on behalf of this organization, any checks or other items payable to the organization or its order; to deposit such checks and other items into the account(s) with or without such endorsement; to negotiate any of such checks or other items for cash without depositing them into the account(s); to approved by the Bank and to direct withdrawals from the account(s) by check drawn on the account(s) or otherwise, including withdrawals to anyone who is an authorized signer.

Further Resolved That: This organization agrees that either the President or Secretary of this organization is authorized to open one or more additional bank account(s) at a future date, and in such event the Bank may add additional bank account(s) to this same signature card, provided that the authorized signers on the additional bank account(s) are the same persons listed as authorized signers on this signature card. All of the resolutions herein shall apply with equal force and effect to such additional bank account(s).

Further Resolved That: This organization hereby ratifies and confirms the acts of its officers, agents and/or employees in heretofore opening the account(s) with the Bank together with any acts performed in relation thereto.

I certify that: I am the secretary of \_\_\_\_\_ [ a corporation ] [ an unincorporated association; the foregoing is a copy of resolutions adopted by the Board of Directors of said organization on \_\_\_\_\_ is the \_\_\_\_\_ (title) of said organization; the signature card signed on \_\_\_\_\_ by said officer of the organization is the signature card contemplated by the foregoing resolutions; all of the signatures appearing for authorized signers on the signature card referenced by said resolutions are those of the persons authorized to withdraw funds in accordance with said resolutions until such authority is revoked by giving written notice to the Bank signed by authorized officers of this organization; and; these resolutions are still in force and are unmodified.

Dated \_\_\_\_\_, 20\_\_\_\_

Signature of Secretary

Concurring signatures for unincorporated association:

The undersigned, being the former signers on the account contemplated above, ratify the foregoing.

Articles of Incorporation  
provided

**CHARLES J. HEADLEY**  
Attorney at Law

Telephone (402) 330-5757  
Facsimile (402) 333-1093

Omni Corporate Park  
10828 Old Mill Road, Suite 6  
Omaha, Nebraska 68154

November 3, 2010

Nebraska Liquor Control Commission  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, NE 68509-5046

RECEIVED

NOV 08 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

RE: Vietnamese Pham Family Restaurants, Inc.

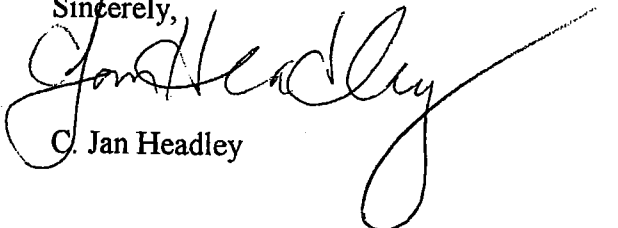
Dear Sirs/Madams:

Enclosed please find the following items:

1. Check for \$400.00 for liquor license
2. Check for \$76.00 to Nebraska State Patrol
3. Two original fingerprint cards for each Evieann Huynh and Sanh Thi Pham
4. Three duplicates of:
  - a. Application for Liquor License Checklist - Retail
  - b. Application for Liquor License Retail
  - c. Application for Liquor License Corporation Insert - Form 3a
  - d. Manager Application Insert - Form 3c
  - e. Articles of Incorporation
  - f. Douglas County Election Commission certificates for Evieann Huynh and Sanh Thi Pham
  - g. Driver's licenses for Evieann Huynh and Sanh Thi Pham
  - h. Passports for Evieann Huynh and Sanh Thi Pham
  - i. Business/Non-Personal Signature Card
  - j. Business Property Lease

Thank you.

Sincerely,



C. Jan Headley

Enc.  
CJH/LH

H

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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- LIQUOR LICENSE- MANAGER  
AVP, LLC---(SINCLAIR)  
**DATE:** 11/22/2010  
**CC:**

---

The police department conducted a check of computerized records on the applicant, M'Lissa R. Brown, for criminal conduct in Nebraska in reference to the Manager application.

Brown was cited in August 2008 for a traffic misdemeanor and fined.



November 19, 2010

M'Lissa Brown  
2810 Comstock Plaza Apt. C  
Bellevue, NE 68123

Dear Ms. Brown:

This letter is to inform you that the City of La Vista has received your manager application in connection with the Class B liquor license for AVP LLC dba AVP Energy #5, 8307 Parkview Blvd, La Vista, Sarpy County, Nebraska.

Please note that the La Vista City Council will review this application at their regularly scheduled meeting on December 7, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd. You are requested to be present at the aforementioned meeting to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free contact me.

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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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



**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/>

November 10, 2010

La Vista City Clerk  
8116 Park View Blvd  
La Vista NE 68128-2198

RE: AVP LLC dba AVP Energy #5  
Liquor license #B-88429

Dear Clerk:

Enclosed is a copy of a manager application for M'Lissa Brown in connection with AVP Energy #5, located at 8307 Parkview Blvd, La Vista.

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

A handwritten signature in cursive script that reads "Mary Messman".

Mary Messman  
Licensing Division

encl.

cc: file

**Janice M. Wiebusch**  
*Commissioner*

**Bob Logsdon**  
*Chairman*

**Robert Batt**  
*Commissioner*

TO: MARY

City

MANAGER APPLICATION  
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-3046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use	RECEIVED
	11/12/2010
	NEBRASKA LIQUOR CONTROL COMMISSION
Logged in	
Geeth	

Corporate manager, including spouse, are required to adhere to the following requirements  
If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/Limited Liability Corporation (LLC) information

Name of Corporation/LLC: AVP ENERGY LLC

Premise information

Premise License Number: ~~60728~~ D-88430  
(if new application leave blank)

Premise Trade Name/DBA: ~~STILLATER STATION~~ AVP ENERGY #5 AND #3

Premise Street Address: 8307 PARKVIEW BLVD AND 10505 PACIFIC ST

City: LA VISTA AND OMAHA State: NE Zip Code: 68128 AND 68114

Premise Phone Number: 402-331-4145

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.

[Signature] See Attached  
CORPORATE OFFICER SIGNATURE  
(Faxed signatures are acceptable)

MANAGER APPLICATION  
INSERT - FORM 3c

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

Office Use
RECEIVED 11 9 1 2010 NEBRASKA LIQUOR CONTROL COMMISSION
Logged in Good

Corporate manager, including spouse, are required to adhere to the following requirements  
(If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required)

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/Limited Liability Corporation (LLC) information

Name of Corporation/LLC: AVP Energy LLC

Premise information

Premise License Number: 60428 D-88430  
(if new application leave blank)

Premise Trade Name/DBA: SWEET STATION AVP Energy #3

Premise Street Address: 8307 PARVINE BLVD 10503 Pacific

City: LA VISTA Omaha State: NE Zip Code: 68128 68114

Premise Phone Number: 402-331-4145

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.

  
CORPORATE OFFICER SIGNATURE  
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

✓ FB  
✓ BC  
✓ VR

Last Name: BROWN First Name: M'LISSA MI: B

Home Address (include PO Box if applicable): 2810 COMSTOCK PLAZA APT. C

City: Bellevue State: NE Zip Code: 68123

Home Phone Number: 402-515-5092 Business Phone Number: 402-331-4145

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: OMAHA, NE

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

☐ YES

☒ NO

Spouse's information

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	TO	CITY & STATE	YEAR FROM	TO
OMAHA, NE	1975	2010			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2010	S&C SALON	PATTI JOHNSON	708-7052
2000	2008	ACADEMY SALON	M'LISSA BROWN	515-5092



Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

☐ YES

☒ NO

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

RECEIVED

OCT 21 2010

NEBRASKA LIQUOR  
CONTROL COMMISSION

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

☐ YES

☒ NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the Nebraska State Patrol for \$38.00 per person)

☒ YES

☐ NO

5. List the training and/or experience (when and where)

Date:	Where:

# PERSONAL OATH AND CONSENT OF INVESTIGATION

RECEIVED

OCT 21 2010

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.

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]*

Signature of Manager Applicant

Signature of Spouse

State of Nebraska

County of

*Douglas*

County of

The foregoing instrument was acknowledged before me this *19th* *Oct.* *2010* by

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by

*M'fissa R. Brown*

*Emily R. Capdepon*

Notary Public signature

Notary Public signature

Affix Seal Here

**EMILY R. CAPDEPON**  
General Notary  
State of Nebraska  
My Commission Expires Mar 17, 2013

Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Revised 9/2008

I.

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  
14127 Frederick Circle., Lot 252/Stonybrook South, \$270.60;  
7416 La Vista Drive., Lot 322/La Vista Replat, \$342.37;  
7545 Edward Avenue., Lot 591/La Vista Replat, \$433.39;  
9927 Gary Street, Lot 40/ Mayfair 2<sup>nd</sup> Addition, \$268.31;  
7732 Park View Blvd., Lot 1018/La Vista, \$267.01; and  
7121 Harrison St., Lot 1C EX PT TO RD/La Vista Replat, \$8,500.00  
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01 and/or 94.06 and/or hazardous waste removal, or the City would do so and bill them accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER, 2010

CITY OF LA VISTA

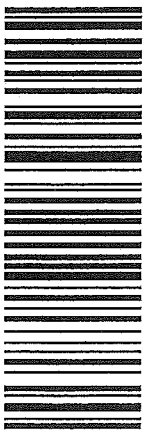
ATTEST:

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

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



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



7009 0820 0001 7684 5074



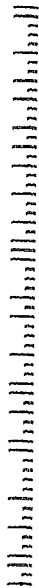
*mailed  
11/14/10*

Michelle L. Cavanaugh and Janet M. Tuttle  
14127 Frederick Circle  
Omaha NE 68138

FORWARD TIME EXP RTN TO SEND  
X 681 NFE 1 A091 00 11/02/10  
CAVANAUUGH  
2052 N 69TH ST  
OMAHA NE 68104-4617

RETURN TO SENDER

68138\*6224 2022 2198



U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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	\$ .44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Sent To  
*Ram*

Michelle L. Cavanaugh & Janet M. Tuttle  
Street, Apt. No.,  
or PO Box No. 14127 Frederick Circle  
City, State, ZIP+4  
Omaha, NE 68138

PS Form 3800, August 2006 See Reverse for Instructions

7009 0820 0001 7684 5074



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



7009 0820 0001 7684 5111



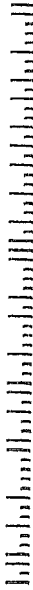
# FINAL NOTICE

Michelle L. Cavanaugh  
Janes M. Tuttle  
2052 N 69th Street  
Omaha NE 68101

681 DE 1 00 11/22/10  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 68128219899 \*0995-01861-22-38

681282198



## U.S. Postal Service<sup>TM</sup> CERTIFIED MAIL<sup>TM</sup> 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	\$ 44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Postmark  
Here

72  
11-4-10

Sent To  
Michelle L. Cavanaugh & Janes M. Tuttle  
Street, Apt. No.:  
or PO Box No. 2052 N 69th Street  
City, State, ZIP+4  
Omaha, NE 68101-4617

PS Form 3800, August 2005 See Reverse for Instructions

7009 0820 0001 7684 5111

NOV 24 2010

November 1, 2010



Michelle L. Cavanaugh and Janet M. Tuttle  
14127 Frederick Circle  
Omaha NE 68138

RE: 14127 Frederick Circle  
Lot 252/Stonybrook South/Sarpy County, NE

To Whom It May Concern;

On September 21, 2010, the property on Frederick Circle in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent that stated the property needed to be mowed and trimmed by October 11, 2010 or the City would correct the violation at the owner's expense. On October 21, 2010, the Public Works Department mowed and line-trimmed the backyard. The cost of \$270.60 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing/Line-Trimming		
Two Workers, 2 Hours Each		71.60
Equipment Cost		117.50
Material		31.50
TOTAL	\$	<u>270.60</u>

Please remit \$270.60, 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 December 7, 2010, 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

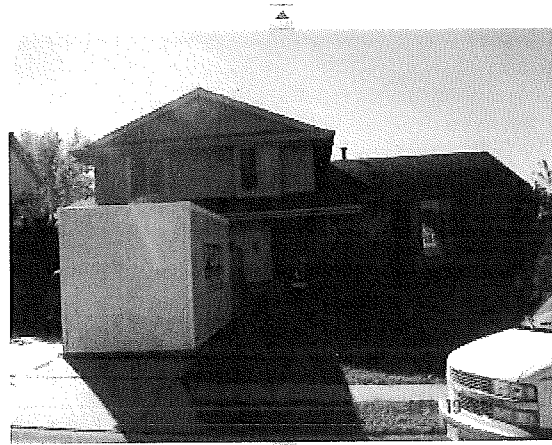
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

[illegible]

**Active**

Parcel Number: 010938400  
 Location: 14127 FREDERICK CIR  
 Owner: CAVANAUGH/MICHELLE L  
 & JANET M TUTTLE  
 C/O  
 Mail Address: 14127 FREDERICK CIR  
 OMAHA NE 68138-  
 Legal: LOT 252 STONYBROOK SOUTH  
 Tax District: 17015  
 Map #: 2957-13-2-60251-000-0252



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

Residential Information for 1 January Roll Year 2010									
<b>City</b>	<b>SID #</b>	<b>SID</b>	<b>Status</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>	
111	Stoneybrook South	Active	R-1	Null	LaVista	Millard	Sarpy County Sheriff		
<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>		<b>State Legislative Dist.</b>		<b>District</b>	<b>Commissioner</b>		
Omaha Fire	75	2		3		5	Rich Jansen		
<b>Style:</b> Tri-Level <b>Year Built:</b> 1991 <b>#Bedrooms above Grade 3</b> <b>#Bathrooms Above Grade 2.5</b> <b>Total Bsmt Finish Sqft 369</b> <b>Garage Type Built-in</b> <b>Lot Depth 1</b>									
<b>Total Sqft 1675</b> <b>Bsmt Total Sqft 505</b> <b>Garage Sqft 463</b> <b>Lot Width 10963</b>									
<b>Misc</b>									
<b>Description</b>						<b>Sqft or Quantity</b>			
OPEN SLAB PORCH						150			
COVERED OPEN PORCH						54			





Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **Grass/Weeds 133.01**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within **5 Days** depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

*Stacy Corbit*

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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  
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Golf Course  
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f: 402-537-3902

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

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

Recreation  
8116 Park View Blvd.

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST Michelle Cavanaugh; Janet Tuttle	DATE OF BIRTH —
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER 14127 Frederick Cir, Omaha, NE 68138	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER 14127 Frederick Cir, Omaha, NE 68138	
CONDITIONS REQUIRING CORRECTION Grass/weeds 133.01 (Backyard)	
CORRECTIVE MEASURES Please mow and line trim the backyard.	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 10/11, 2010.

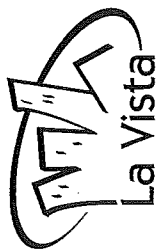
The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

**Signature:** \_\_\_\_\_, and **date** \_\_\_\_\_, 20\_\_\_\_,  
**accepting responsibility for compliance.**



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Michelle Cavanaugh  
Janet Tuttle  
14127 Frederick Cir  
Omaha, NE 68138

**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:

Michelle Cavanaugh  
Janet Tuttle  
14127 Frederick Cir  
Omaha, NE 68138

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent  
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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) 7008 1140 0000 6669 0547

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

October 21, 2010

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Assistant  
Public Works Dept.

RE: Residential Property Clean-Up  
14127 Frederick Circle

The following is a list of the expenses incurred by the Public Works Department on October 21, 2010 while mowing and line-trimming the back yard only at 14127 Frederick Circle, per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	20.78	2	41.56
Employee #2	15.02	2	30.04
<u>TOTAL</u>			\$71.60

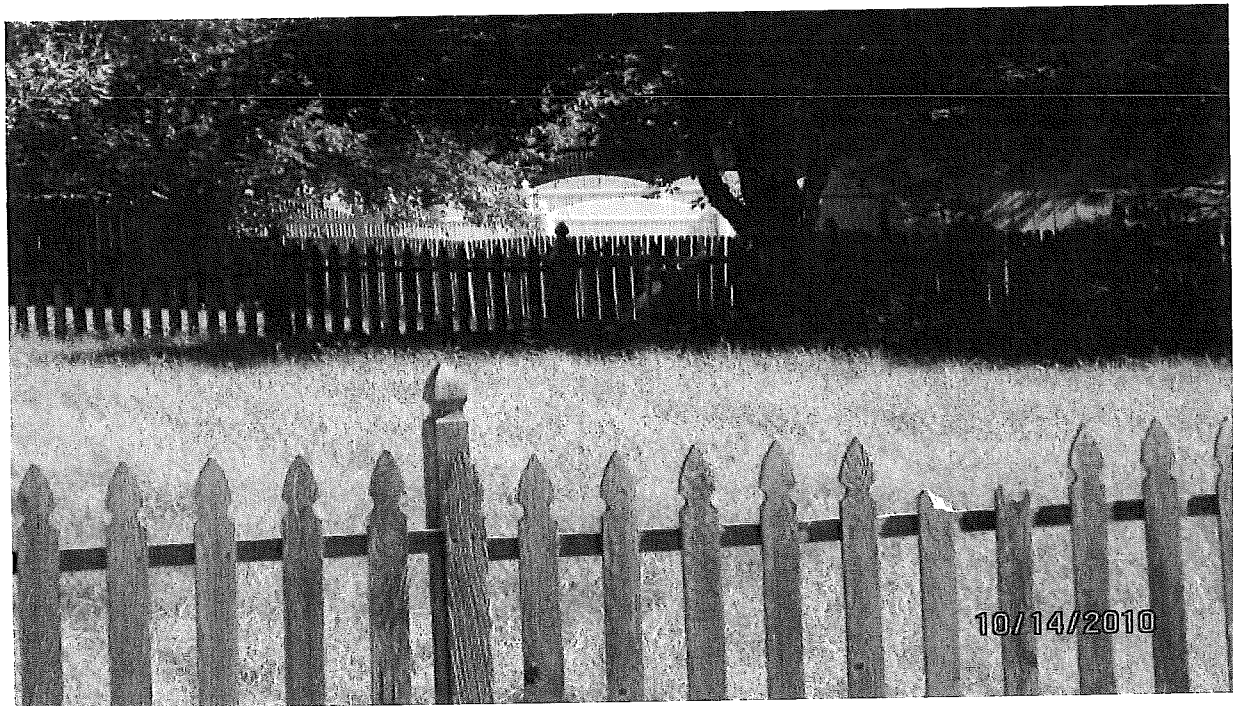
**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	2	50.00
(1) 8 1/2' x 12' trailer	4.75	2	9.50
(1) 21" walk behind mower	6.00	2	12.00
(2) line trimmers at \$7.50 each	15.00	2	30.00
(1) leaf blower	8.00	2	16.00
<b>TOTAL</b>			<b>\$117.50</b>

**MATERIALS:**

(1) trailer dumpster fee	\$25.00
(10) heavy duty trash bags @ \$.65/ea.	\$6.50
<u>TOTAL</u>	<u>\$31.50</u>

**TOTAL LABOR, EQUIPMENT and MATERIALS :** **\$220.60**



Before Pictures  
Taken By: S. Corbit

*S. Corbit*





After Pictures  
Taken By: S. Corbit  
*S. Corbit*

Date 9/24/10 1206 hrs  
Location 14127 Frederick A Cir  
Violation 133.01  
Time to Comply 5 days  
Description \_\_\_\_\_  
\_\_\_\_\_  
Follow-up Officer  
Corbit/56

1140 0000 6669 0547 7008

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For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To  
Michelle Cavanaugh or Janet Tuttle  
Street, Apt. No.,  
or PO Box No. 14127 Frederick Cir  
City, State, ZIP+4 Omaha, NE 68138

PS Form 3800, August 2006 See Reverse for Instructions





City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



7009 0820 0001 7684 5098



NOV - 5 2010

Secretary of Housing & Urban Development  
10909 Mill Valley Rd  
Omaha, NE 68154

NIXIE 681 DE 1 OO 11/03/10 F  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 68128219899 \*1095-05498-01-41  
681543350 681282198

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	\$ 44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Sent To  
Secretary of Housing & Urban Development  
Street, Apt. No.,  
or PO Box No. 10909 Mill Valley Rd  
City, State, ZIP+4  
Omaha, NE 68154  
PS Form 3800, August 2005 See Reverse for Instructions

7009 0820 0001 7684 5098

November 1, 2010



Secretary of Housing & Urban Development  
10909 Mill Valley Rd  
Omaha, NE 68154

RE: 7416 La Vista Dr.  
Lot 322/La Vista Replat/Sarpy County, NE

To Whom It May Concern;

On September 14, 2010, the property on La Vista Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent that stated the property needed to be mowed by September 25, 2010 or the City would correct the violation at the owner's expense. On September 29, 2010, the Public Works Department mowed and line-trimmed the front and backyard; and removed tree branches. The cost of \$342.37 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing/Line-Trimming/Removal of Tree Branches		
Three Workers, 2 Hours Each		145.32
Equipment Cost		117.50
Material		29.55
TOTAL	\$	<u>342.37</u>

Please remit \$342.37, 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 December 7, 2010, 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,

*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

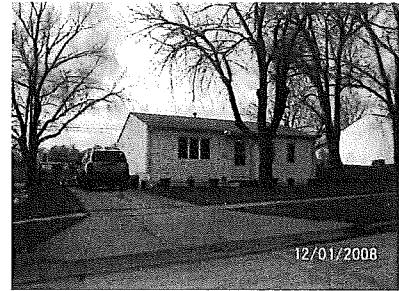
Library  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

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

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

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

## Code Enforcement Case Management

NAME OF PROPERTY OWNER/RESIDENT: Secretary of Housing & Urban Development

CODE VIOLATION(S): Grass/Weeds 133.01

[illegible]

**Active**

Parcel Number: 010347712  
 Location: 07416 LA VISTA DR  
 Owner: SECRETARY OF HOUSING  
 C/O AND URBAN DEVELOPMENT  
 Mail Address: 10909 MILL VALLEY  
 OMAHA NE 68154-  
 Legal: LOT 322 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-13-2-30051-000-0328



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

Residential Information for 1 January Roll Year 2010																																																									
LOT 335		LOT 321		LOT 322 7416		LOT 323 7420		LOT 237 7419																																																	
		LOT 238 7423						LOT 239																																																	
City La Vista		SID # SID Status		Zoning R-1		Overlay Dist. Null		Jurisdiction LaVista																																																	
School Papillion-La Vista		Police La Vista Police		Fire La Vista Fire 1		Voting Precinct 43		Congressional Dist. 2																																																	
State Legislative Dist. 14		District 4		Commissioner Patrick J Thomas																																																					
<table style="width: 100%;"> <tr> <td>Style:</td> <td colspan="3">Ranch</td> <td>#Bedrooms above Grade 2</td> <td colspan="3"></td> </tr> <tr> <td>Year Built:</td> <td colspan="3">1960</td> <td>Total Sqft</td> <td colspan="3">792</td> </tr> <tr> <td>#Bathrooms Above Grade 1</td> <td colspan="3"></td> <td>Bsmt Total Sqft</td> <td colspan="3">0</td> </tr> <tr> <td>Total Bsmt Finish Sqft</td> <td colspan="3">0</td> <td>Garage Sqft</td> <td colspan="3">0</td> </tr> <tr> <td>Garage Type</td> <td colspan="3"></td> <td>Lot Width</td> <td colspan="3">60</td> </tr> <tr> <td>Lot Depth</td> <td colspan="3">100</td> <td colspan="3"></td> <td></td> </tr> </table>										Style:	Ranch			#Bedrooms above Grade 2				Year Built:	1960			Total Sqft	792			#Bathrooms Above Grade 1				Bsmt Total Sqft	0			Total Bsmt Finish Sqft	0			Garage Sqft	0			Garage Type				Lot Width	60			Lot Depth	100						
Style:	Ranch			#Bedrooms above Grade 2																																																					
Year Built:	1960			Total Sqft	792																																																				
#Bathrooms Above Grade 1				Bsmt Total Sqft	0																																																				
Total Bsmt Finish Sqft	0			Garage Sqft	0																																																				
Garage Type				Lot Width	60																																																				
Lot Depth	100																																																								
Misc																																																									
Description				Sqft or Quantity																																																					
OPEN SLAB PORCH				216																																																					
CONCRETE STOOP				16																																																					



Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **Grass/Weeds 133.01**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within **5 Days** depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

*Stacy Corbit*

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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  
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f: 402-331-7210

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

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

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST <u>Secretary of Housing &amp; Urban Development</u>	DATE OF BIRTH <u>          </u>
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>10909 Mill Valley, Omaha, NE 68154</u>	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>7416 La Vista Dr, La Vista, NE 68128</u>	
CONDITIONS REQUIRING CORRECTION <u>Grass/Weeds 133.01</u>	
CORRECTIVE MEASURES <u>please mow front &amp; back yards and remove the weeds.</u>	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 9/25, 2010.

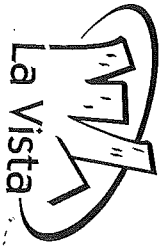
The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

**Signature:** \_\_\_\_\_, and **date** \_\_\_\_\_, 20\_\_\_\_  
**accepting responsibility for compliance.**



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Secretary of Housing  
& Urban Development  
10909 Mill Valley Rd  
Omaha, NE 68154

**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:

Secretary of Housing  
& Urban Development  
10909 Mill Valley Rd  
Omaha, NE 68154

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature **X** ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number 7008 1140 0000 6669 0455

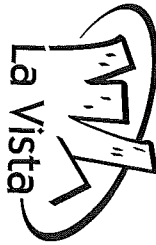
2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

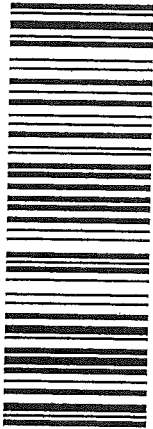
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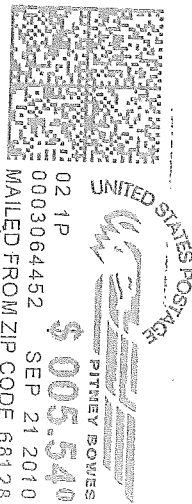


City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

CERTIFIED MAIL™



7008 1140 0000 6669 0455

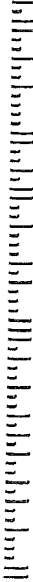


*Secretary of Housing*

NIXIE 681 DC 1 00 09/23/10

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

EC: 68128219899 \*1735-03093-21-36



681

UTP

Date 9/15/10 10-11889 1542 hrs  
Location 7416 La Vista Dr  
Violation 133.01/Grass weeds  
Time to Comply 5 days  
Description \_\_\_\_\_  
\_\_\_\_\_  
Follow-up Officer  
Corbit/SL

7008 1140 0000 6669 0455

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here  
9-21-10

Sent To  
Secretary of Housing & Urban Develop.  
Street, Apt. No.,  
or PO Box No. 10909 Mill Valley Rd  
City, State, ZIP+4 Omaha, NE 68154

PS Form 3800, August 2006 See Reverse for Instructions

October 7, 2010

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Assistant  
Public Works Dept.

RE: Residential Property Clean-Up  
7416 La Vista Drive

The following is a list of the expenses incurred by the Public Works Department on September 29, 2010 while mowing and line-trimming the front and back yard; and picking up and removing the tree branches at 7416 La Vista Drive, per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	21.70	2	43.40
Employee #2	22.08	2	44.16
Employee #3	28.88	2	57.76
TOTAL			\$145.32

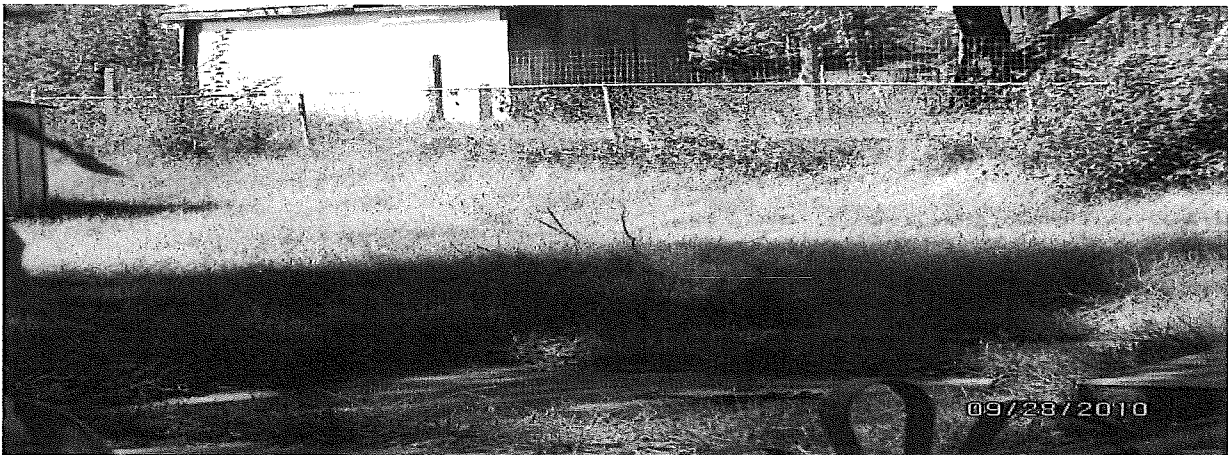
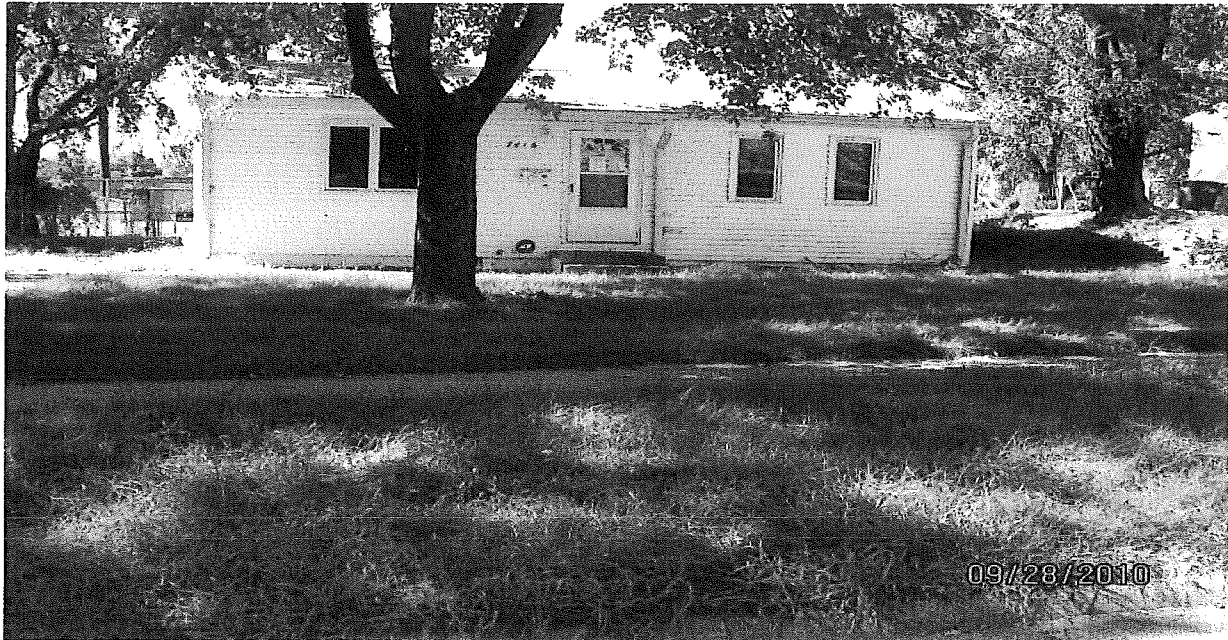
**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	2	50.00
(1) 8 1/2' x 12' trailer	4.75	2	9.50
(1) 21" walk behind mower	6.00	2	12.00
(2) line trimmers @ \$7.50/ea.	15.00	2	30.00
(1) leaf blower	8.00	2	16.00
TOTAL			\$117.50

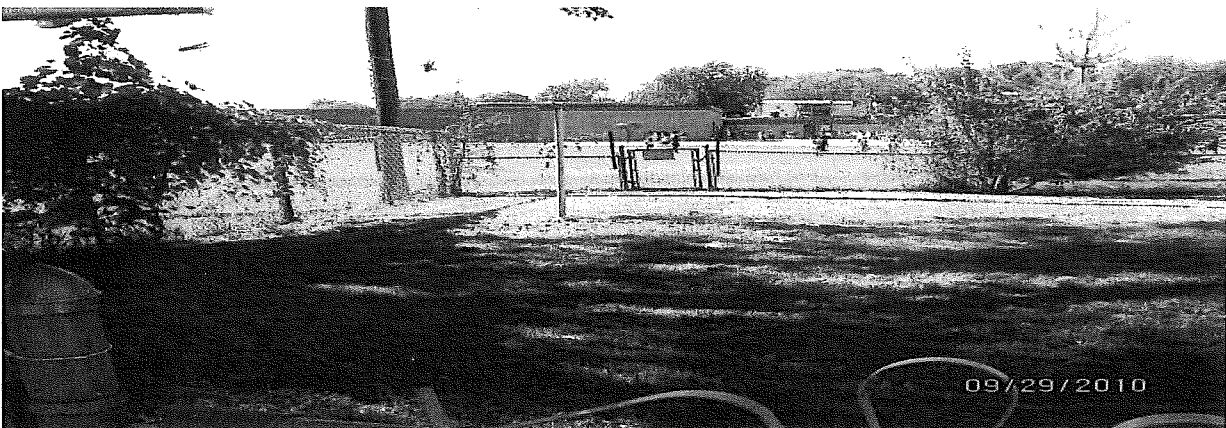
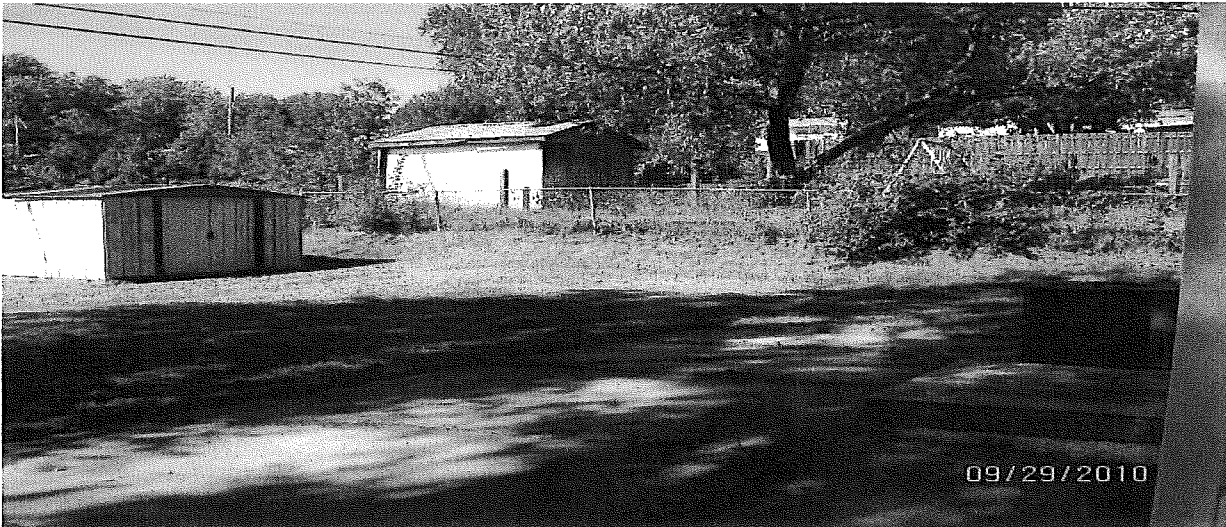
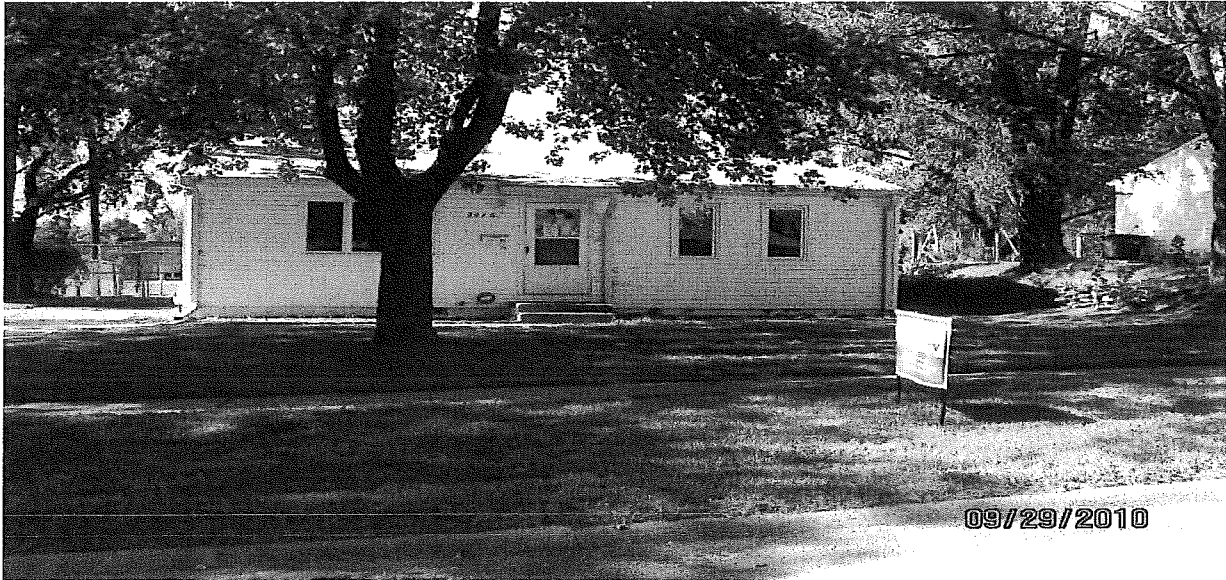
**MATERIALS:**

(1) trailer dumpster fee	\$25.00
(7) heavy duty trash bags @ \$.65/ea.	\$4.55
TOTAL	\$29.55

**TOTAL LABOR, EQUIPMENT and MATERIALS : \$292.37**



Before Pictures  
Taken By: S. Corbit  
*S. Corbit*



After Pictures  
Taken By: S. Corbit  
*S. Corbit*





City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



7009 0820 0001 7684 5104

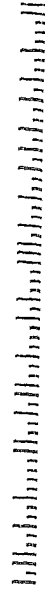
Duane Eugene Lee  
7537 Edward Avenue  
La Vista NE 68128



LN  
11-3-10  
11-8  
11-18

NIXIE 681 DE 1 00 11/20/10  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
BC: 68128219899 \*1095-Q5487-01-41

68128219899



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**OFFICIAL USE**

Postage	\$ 4.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.54

Postmark  
Here

Sent to  
Duane Eugene Lee  
Street, Apt. No.,  
or PO Box No. 7537 Edward Avenue  
City, State, ZIP+4  
La Vista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

7009 0820 0001 7684 5104

November 1, 2010



Duane Eugene Lee  
7537 Edward Avenue  
La Vista NE 68128

RE: 7545 Edward Ave.  
Lot 591/La Vista Replat/Sarpy County, NE

To Whom It May Concern;

On September 14, 2010, the property on Edward Avenue in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent that stated the property needed to be mowed and cleaned up by September 24, 2010 or the City would correct the violation at the owner's expense. On October 6, 2010, the Public Works Department mowed and line-trimmed the front and backyard; trimmed the bushes on the side of the house; cut the scrub trees in the yard; and removed loose trash. The cost of \$433.39 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing/Line-Trimming/Removal of Tree Branches		
Two Workers, 3 Hours Each; One Worker, 1 Hour		151.04
Equipment Cost		204.75
Material		27.60
TOTAL	\$	<u>433.39</u>

Please remit \$433.39, 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 December 7, 2010, 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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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





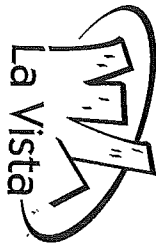
**Active**

Parcel Number: 010556966  
 Location: 07545 \EDWARD AVE  
 Owner: LEE/DUANE EUGENE  
 C/O  
 Mail Address: 7537 EDWARD AVE  
 LA VISTA NE 68128-  
 Legal: LOT 591 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-14-1-30051-000-0583



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

Residential Information for 1 January Roll Year 2010																																				
<b>City</b>	<b>SID #</b>	<b>SID</b>	<b>Status</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>																												
La Vista				R-1	Null	LaVista	Papillion-La Vista	La Vista Police																												
<b>Fire</b>	<b>Voting Precinct</b>			<b>Congressional Dist.</b>		<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>																												
La Vista Fire 1	44			2		14	4	Patrick J Thomas																												
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Style:</td> <td style="width: 33%;">Ranch</td> <td style="width: 33%;">#Bedrooms above Grade 3</td> </tr> <tr> <td>Year Built:</td> <td>1960</td> <td>Total Sqft</td> </tr> <tr> <td>#Bathrooms Above Grade 1</td> <td></td> <td>864</td> </tr> <tr> <td>Total Bsmt Finish Sqft</td> <td>636</td> <td>Bsmt Total Sqft</td> </tr> <tr> <td></td> <td></td> <td>864</td> </tr> <tr> <td>Garage Type</td> <td></td> <td>Garage Sqft</td> </tr> <tr> <td></td> <td></td> <td>0</td> </tr> <tr> <td>Lot Depth</td> <td>105</td> <td>Lot Width</td> </tr> <tr> <td></td> <td></td> <td>60</td> </tr> </table>										Style:	Ranch	#Bedrooms above Grade 3	Year Built:	1960	Total Sqft	#Bathrooms Above Grade 1		864	Total Bsmt Finish Sqft	636	Bsmt Total Sqft			864	Garage Type		Garage Sqft			0	Lot Depth	105	Lot Width			60
Style:	Ranch	#Bedrooms above Grade 3																																		
Year Built:	1960	Total Sqft																																		
#Bathrooms Above Grade 1		864																																		
Total Bsmt Finish Sqft	636	Bsmt Total Sqft																																		
		864																																		
Garage Type		Garage Sqft																																		
		0																																		
Lot Depth	105	Lot Width																																		
		60																																		
<b>Misc</b>																																				
<b>Description</b>						<b>Sqft or Quantity</b>																														
CONCRETE STOOP						16																														
WOOD DECK						184																														



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Duane Lee  
7537 Edward Ave  
La Vista, NE 68128

**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:

Duane Lee  
7537 Edward Ave  
La Vista, NE 68128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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)

7008 1140 0000 6669 0431

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST <u>Duane Eugene Lee</u>	DATE OF BIRTH _____
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>7537 Edward Ave, La Vista, NE 68128</u>	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>7545 Edward Ave, La Vista, NE 68128</u>	
CONDITIONS REQUIRING CORRECTION <u>① Grass/weeds 133.01</u> <u>③ Dead or Diseased tree 94.07</u> <u>② Shrub obstruction 94.06</u>	
CORRECTIVE MEASURES <u>① please cut grass &amp; remove weeds</u> <u>② Shrubs on side of front yard need to be trimmed to 4 ft</u> <u>③ Tree in the back yard need to be looked at as it looks like it's dying and needs to be removed.</u>	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 9/24, 2010.

The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

Signature: \_\_\_\_\_, and date \_\_\_\_\_, 20\_\_\_\_  
accepting responsibility for compliance.



Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **Grass/Weeds 133.01 and Tree Shrub Obstruction 94.06**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within **5 Days** depending upon the violation(s). By completing a "Compliance Agreement," additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

*Stacy Corbit*

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

October 7, 2010

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Assistant  
Public Works Dept.

RE: Residential Property Clean-Up  
7545 Edward Avenue

The following is a list of the expenses incurred by the Public Works Department on October 6, 2010 while mowing and line-trimming the front and back yard; trimming the bushes on the side of the house; cutting the scrub trees in the yard; and removing the loose trash at 7545 Edward Avenue, per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	21.70	3	65.10
Employee #2	22.08	3	66.24
Employee #3	19.70	1	19.70
<b>TOTAL</b>			<b>\$151.04</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	3	75.00
(1) 8 1/2' x 12' trailer	4.75	3	14.25
(1) 21" walk behind mower	6.00	3	18.00
(1) chain saw	2.00	3	6.00
(1) hedge trimmer	7.50	3	22.50
(2) line trimmers @ \$7.50/ea.	15.00	3	45.00
(1) leaf blower	8.00	3	24.00
<b>TOTAL</b>			<b>\$204.75</b>

**MATERIALS:**

(1) trailer dumpster fee	\$25.00
(4) heavy duty trash bags @ \$.65/ea.	\$2.60
<b>TOTAL</b>	<b>\$27.60</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS : \$383.39**

7008 1140 0000 6669 0431

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(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	\$
Corbit P.D.	
Sent To Duane Lee	
Street, Apt. No., or PO Box No. 7537 Edward Ave	
City, State, ZIP+4 Lavista, NE 68128	
PS Form 3800, August 2006	
See Reverse for Instructions	

9-21-10

Postmark  
Here

Date 9/14/10

Location 7545 Edward Ave

Violation 133.01 & 94.06

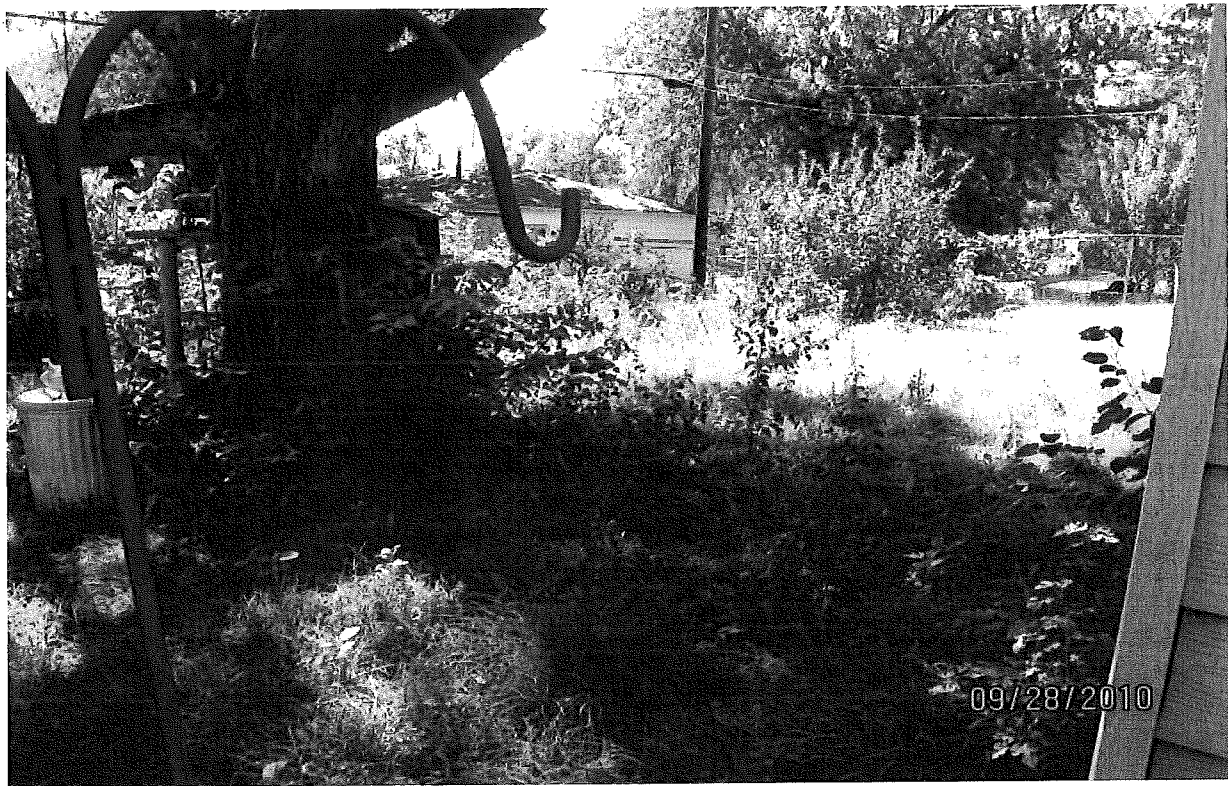
Time to Comply 5 days

Description \_\_\_\_\_

Follow-up Officer Corbit/56

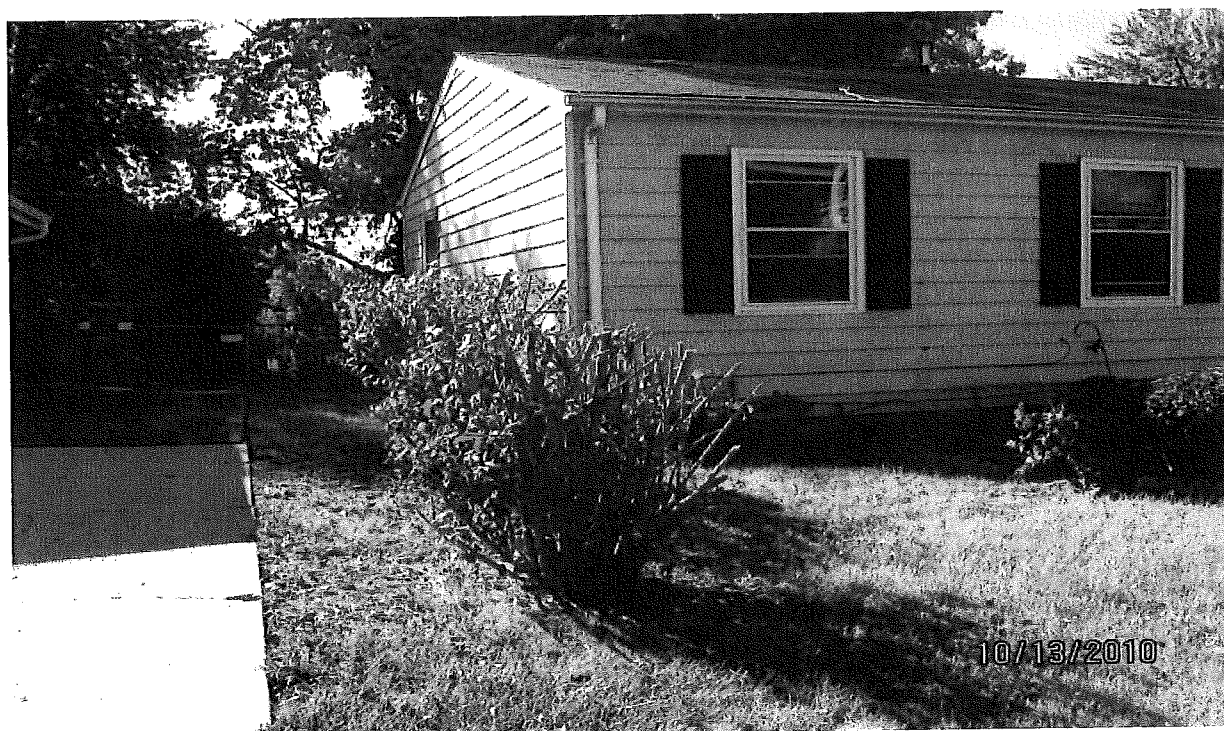




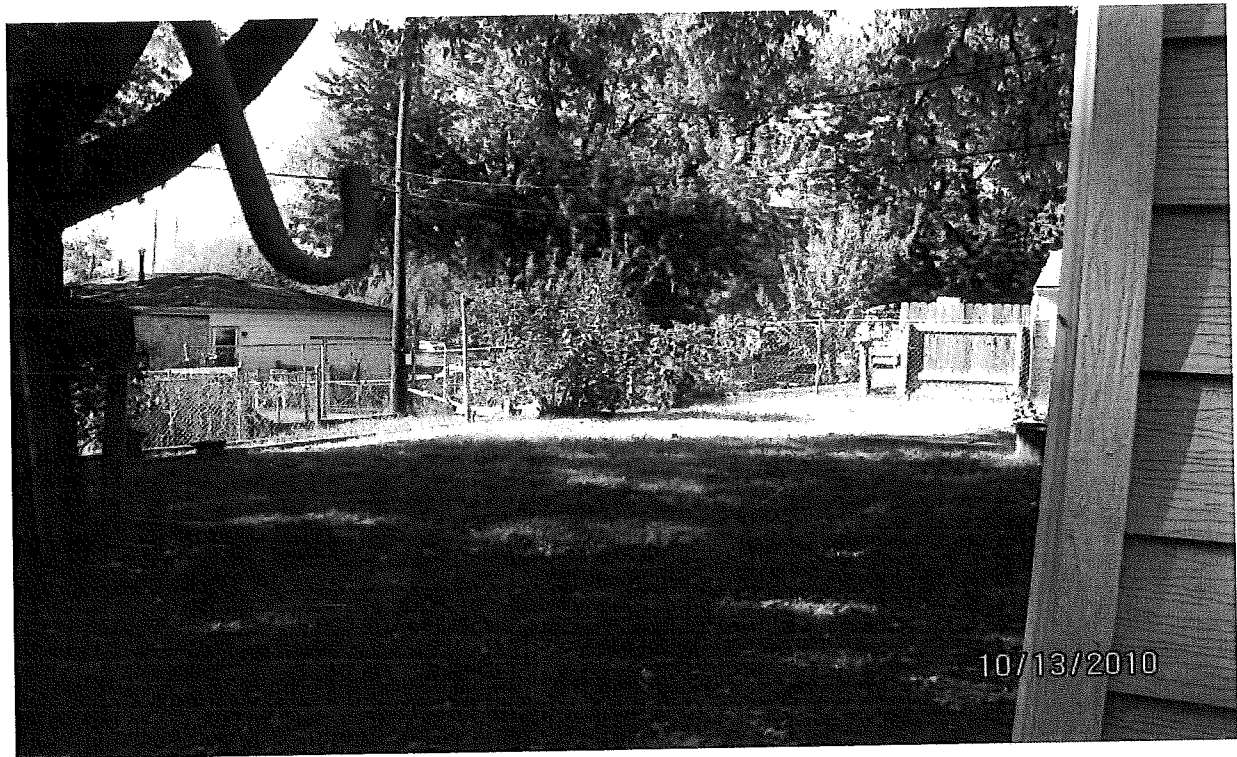


Before Pictures  
Taken By: S. Corbit

*S. Corbit*

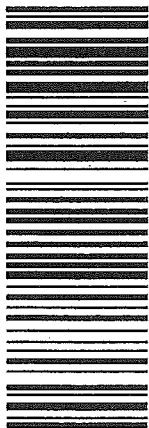






After Pictures  
Taken By: S. Corbit  
*S. Corbit*

**City of La Vista**  
8116 Park View Blvd.  
La Vista, NE 68128



7009 0820 0001 7684 5081



02 1P \$005.540 NOV 01 2010  
00003064452 MAILED FROM ZIP CODE 68128

**FINAL NOTICE**

Tracy L Barrett  
9927 Gary Street  
La Vista NE 68128

THIRTEEN

01/02/77 00 F 30 139

RETURN TO SENDER  
UNCLASIFIED  
UNABLE TO FORWARD

EC: 69129219899 \*1095-05485-01-41

681294245 1530

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(Domestic Mail Only: No Insurance Coverage Provided)

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Postage	\$ 44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>

Sent to Tracy L Barrett  
Street, Apt. No., 9927 Gary Street  
or PO Box No.  
City, State, Zip+4 LaVista, NE 68128

See Reverse for Instructions

PS Form 3500 August 2006

2006 4892 7000 0280 6002



October 26, 2010

Tracy L Barrett  
9927 Gary Street  
La Vista NE 68128

RE: Lot 40 Mayfair 2<sup>nd</sup> Addition

Dear Property Owner;

On September 16, 2010, the property on Gary Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent that stated the property needed to be mowed and cleaned up by September 27, 2010 or the City would correct the violation at the owner's expense. On October 6, 2010, the Public Works Department mowed and line-trimmed the front and back yard. The cost of \$268.31 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing/Line-Trim		
Two workers – 2 hours each		87.56
Equipment Cost		102.50
Material		28.25
TOTAL	\$	<u>268.31</u>

Please remit \$268.31, 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 December 7, 2010, 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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

## Code Enforcement Case Management

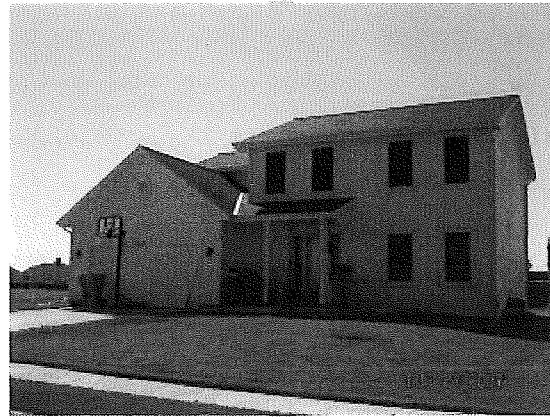


CODE VIOLATION(S): Grass/Weeds 133.01

[illegible]

**Active**

Parcel Number: 011564681  
 Location: 09927 \GARY ST  
 Owner: BARRETT/TRACY L  
 C/O  
 Mail Address: 9927 GARY ST  
 LA VISTA NE 68128-  
 Legal: LOT 40 MAYFAIR 2ND ADDITION  
 Tax District: 27126  
 Map #: 2959-16-4-30038-000-0040



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

Residential Information for 1 January Roll Year 2010			
Style:	Two Story	#Bedrooms above Grade	4
Year Built:	2006	Total Sqft	2121
#Bathrooms Above Grade	2.5	Bsmt Total Sqft	999
Total Bsmt Finish Sqft	0	Garage Sqft	462
Garage Type	Built-in	Lot Width	8265
Lot Depth	1		
Misc			
Description	Sqft or Quantity		
FIREPLACE,SGLE~1/S	1		
PORCH,ROOFED	64		



Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **Grass/Weeds 133.01**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within **5 Days** depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

Recreation



# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST <u>Tracy L. Barrett</u>	DATE OF BIRTH —
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>9927 Gary St, La Vista, NE 68128</u>	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>9927 Gary St, La Vista, NE 68128</u>	
CONDITIONS REQUIRING CORRECTION <u>Grass/weed 133.01</u>	
CORRECTIVE MEASURES <u>please cut grass &amp; remove weeds.</u>	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 9/27, 2010.

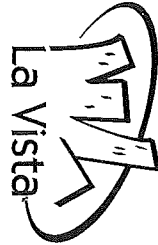
The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

**Signature:** \_\_\_\_\_, and **date** \_\_\_\_\_, 20\_\_\_\_,  
**accepting responsibility for compliance.**



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Tracy Barrett  
9927 Gary St  
La Vista, NE 68128

**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:

Tracy Barnett  
9927 Gary St  
La Vista, NE 68128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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)

7008 1140 0000 6669 0486

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

RE: Residential Property Clean-Up  
9927 Gary St.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	21.70	2	43.40
Employee #2	22.08	2	44.16
<b>TOTAL</b>			<b>\$87.56</b>

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	2	50.00
(1) 8 1/2' x 12' trailer	4.75	2	9.50
(1) 21" walk behind mower	6.00	2	12.00
(1) line trimmer	7.50	2	15.00
(1) leaf blower	8.00	2	16.00
<b>TOTAL</b>			<b>\$102.50</b>

(1) trailer dumpster fee	\$25.00
(5) heavy duty trash bags @ \$.65/ea.	\$3.25
<b>TOTAL</b>	<b>\$28.25</b>

<b>TOTAL LABOR, EQUIPMENT and MATERIALS :</b>	<b>\$218.31</b>
---	-----------------

Date 9/16/10 10-11921 1136 hrs

Location 9927 Gary St

Violation 133.01 Weeds

Time to Comply 5 days

Description \_\_\_\_\_

Follow-up Officer  
Corbit/SL

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	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here  
10-23

Sent To Corbit P.D.

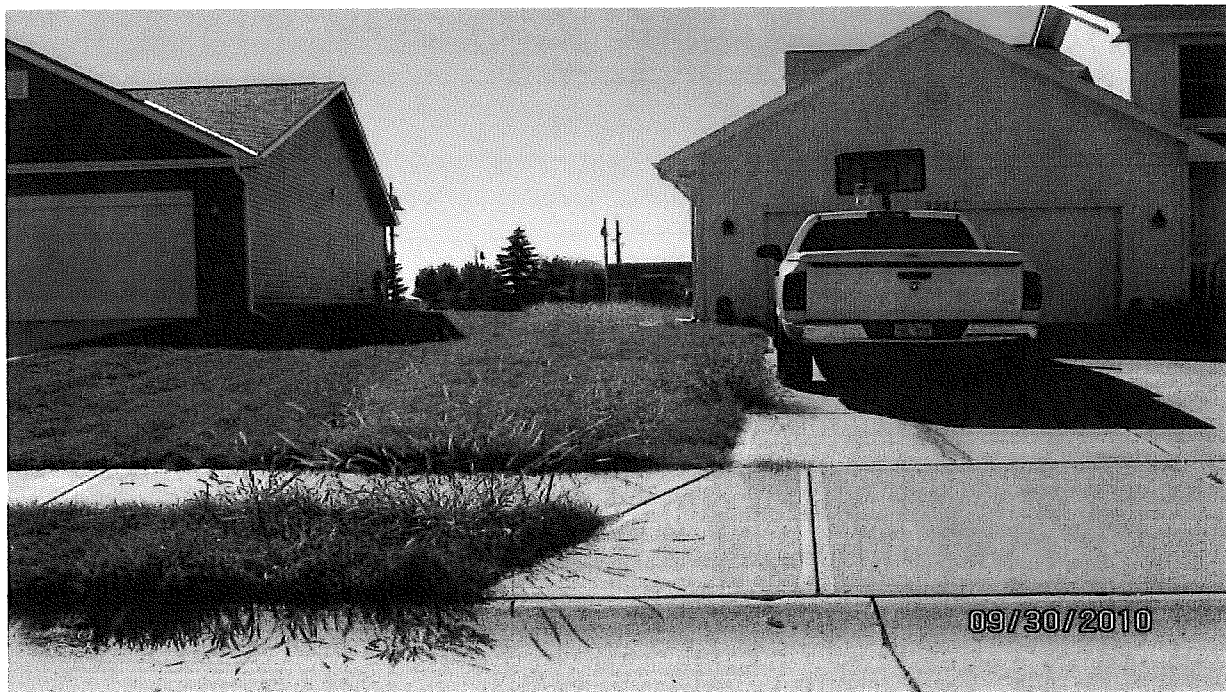
Tracy Barrett

Street, Apt. No.,  
or PO Box No. 9927 Gary St

City, State, ZIP+4 La Vista, NE 68128

PS Form 3800, August 2006 See Reverse for Instructions

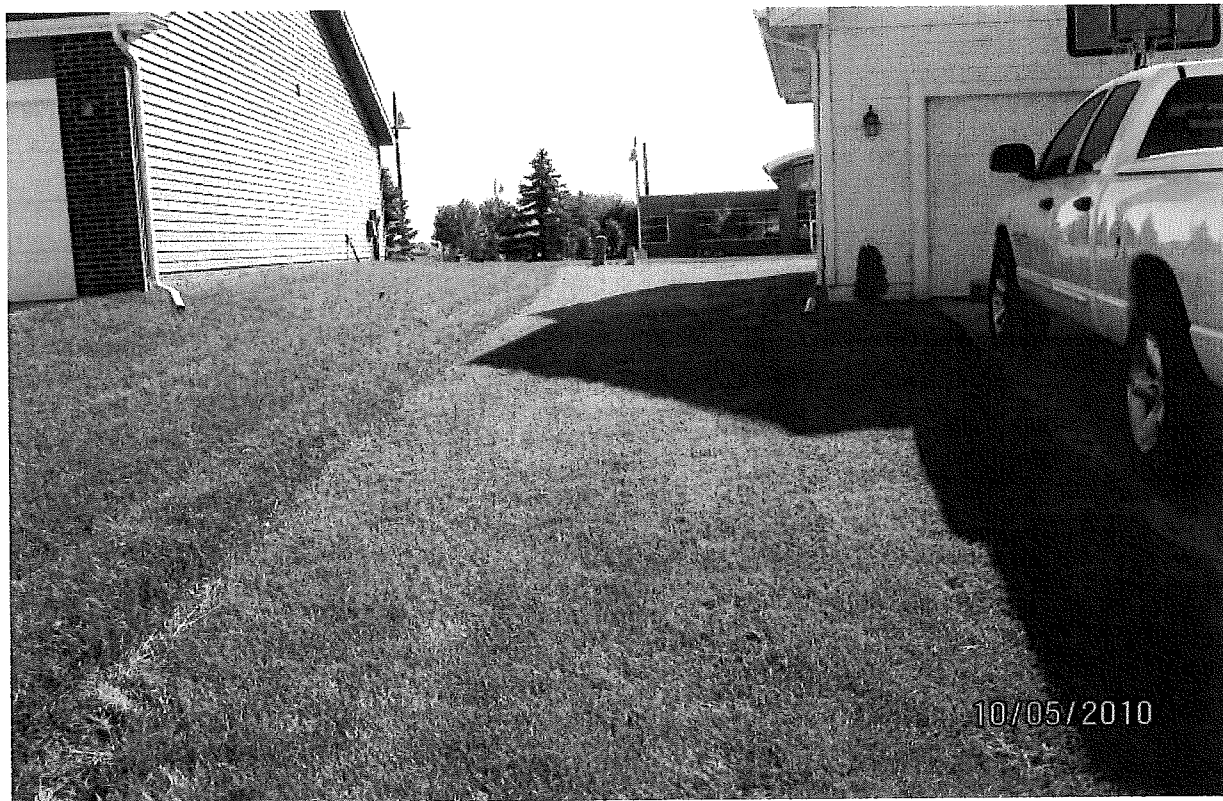
7008 1140 0000 6669 0486





Before Pictures  
Taken By: S. Corbit  
*S. Corbit*









After Pictures  
Taken By: S. Corbit

*S. Corbit*

## 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:

Midlands Properties LLC  
P.O. Box 45121  
Omaha, NE 68145

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent  
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

JERRY MORGAN 11-12

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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)

7009 0820 0001 7684 5067

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

\$ 0.44

Certified Fee

2.80

Return Receipt Fee  
(Endorsement Required)

2.30

Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees

\$ 5.54

Postmark  
Here
 7R  
 10-27-10

Sent to

Midlands Properties LLC

Street, Apt. No.,  
or PO Box No. P.O. Box 45121City, State, ZIP+4  
Omaha, NE 68145

PS Form 3800, August 2006

See Reverse for Instructions

7009 0820 0001 7684 5067



October 26, 2010

Midlands Properties LLC  
P O Box 45121  
Omaha, NE 68145

RE: 7732 Park View Blvd  
Lot 1018/La Vista/Sarpy County, NE

Dear Property Owner;

On September 11, 2010, the property on Park View Blvd in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent that stated the property needed to be mowed by September 16, 2010 or the City would correct the violation at the owner's expense. On October 5, 2010, the Public Works Department mowed and line-trimmed the front and backyard; and removed tree branches. The cost of \$267.01 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing/Line-Trimming/Tree Branch Removal		
Two Workers, 2 Hours Each		87.56
Equipment Cost		102.50
Material		26.95
TOTAL	\$	<u>267.01</u>

Please remit \$267.01, 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 December 7, 2010, 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,

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

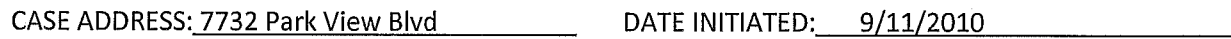
**Library**  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

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

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

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

## Code Enforcement Case Management



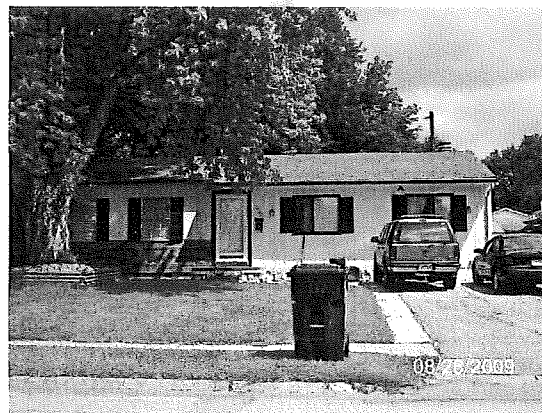
NAME OF PROPERTY OWNER/RESIDENT: Midlands Properties LLC

CODE VIOLATION(S): Grass/Weeds 133.01

[illegible]

## Active

Parcel Number: 010558004  
 Location: 07732 \PARK VIEW BLVD  
 Owner: MIDLANDS PROPERTIES LLC  
 C/O  
 Mail Address: PO BOX 45121  
 OMAHA NE 68145-  
 Legal: LOT 1018 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-1132



Click Picture/Sketch for Larger View.  
 Use arrows to view Picture/Sketch.

Residential Information for 1 January Roll Year 2010			
Style:	Ranch	#Bedrooms above Grade 3	
Year Built:	1970	Total Sqft	1200
#Bathrooms Above Grade 1		Bsmt Total Sqft	950
Total Bsmt Finish Sqft	0	Garage Sqft	0
Garage Type		Lot Width	62
Lot Depth	117		
Misc			
Description	Sqft or Quantity		
OPEN SLAB PORCH	532		
CONCRETE STOOP	40		



Dear Owner/Resident:

The City of La Vista is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard.

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **Grass/Weeds 133.01**.

The attached sheet categorizes your violation(s) and copies of the codes are provided for your review as an educational package to assist you in achieving compliance and preventing future violation(s).

Violation(s) are required to be corrected within **5 Days** depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

You must contact me immediately upon receipt of this letter to demonstrate cooperation to eliminate these violation(s). The enclosed "Compliance Agreement" must be completed and returned immediately to ensure additional time for compliance. We hope you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated.

Please contact me at (402) 331-1582 ext. 251 between the hours of 9:30 a.m. and 6:00 p.m. Please leave a voicemail if I am not available. **It is important that you leave your name, address, return phone number and best date and time to contact you.** Failure to comply may result in this matter being forwarded to the City Legal Department and other necessary agencies for Civil and/or Criminal Prosecution.

Sincerely,

*Stacy Corbit*

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

Recreation  
8116 Park View Blvd.

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST Midlands Properties LLC	DATE OF BIRTH —
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER PO Box 45121, Omaha, NE 68145	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER 7732 Parkview Blvd, LaVista, NE 68128	
CONDITIONS REQUIRING CORRECTION Weeds/Grass 133.01	
CORRECTIVE MEASURES please cut the grass	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 9/16, 2010.

The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Failure to comply with the agreement deadline will result in prosecution for violations of the La Vista Municipal Codes.

This form must be filled out completely to be valid.

**Signature:** \_\_\_\_\_, and **date** \_\_\_\_\_, 20\_\_\_\_  
**accepting responsibility for compliance.**



City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Midlands Property LLC  
PO box 45121  
Omaha, NE 68145



**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:

Midlands Properties  
PO box 45121  
Omaha, NE 68145

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
if YES, enter delivery address below: ☐ No

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) 7008 1140 0000 6669 0417

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

October 7, 2010

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Assistant  
Public Works Dept.

RE: Residential Property Clean-Up  
7732 Park View Blvd.

The following is a list of the expenses incurred by the Public Works Department on October 5, 2010 while mowing and line-trimming the front and back yard; and picking up and removing the tree branches at 7732 Park View Blvd., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	21.70	2	43.40
Employee #2	22.08	2	44.16
TOTAL			\$87.56

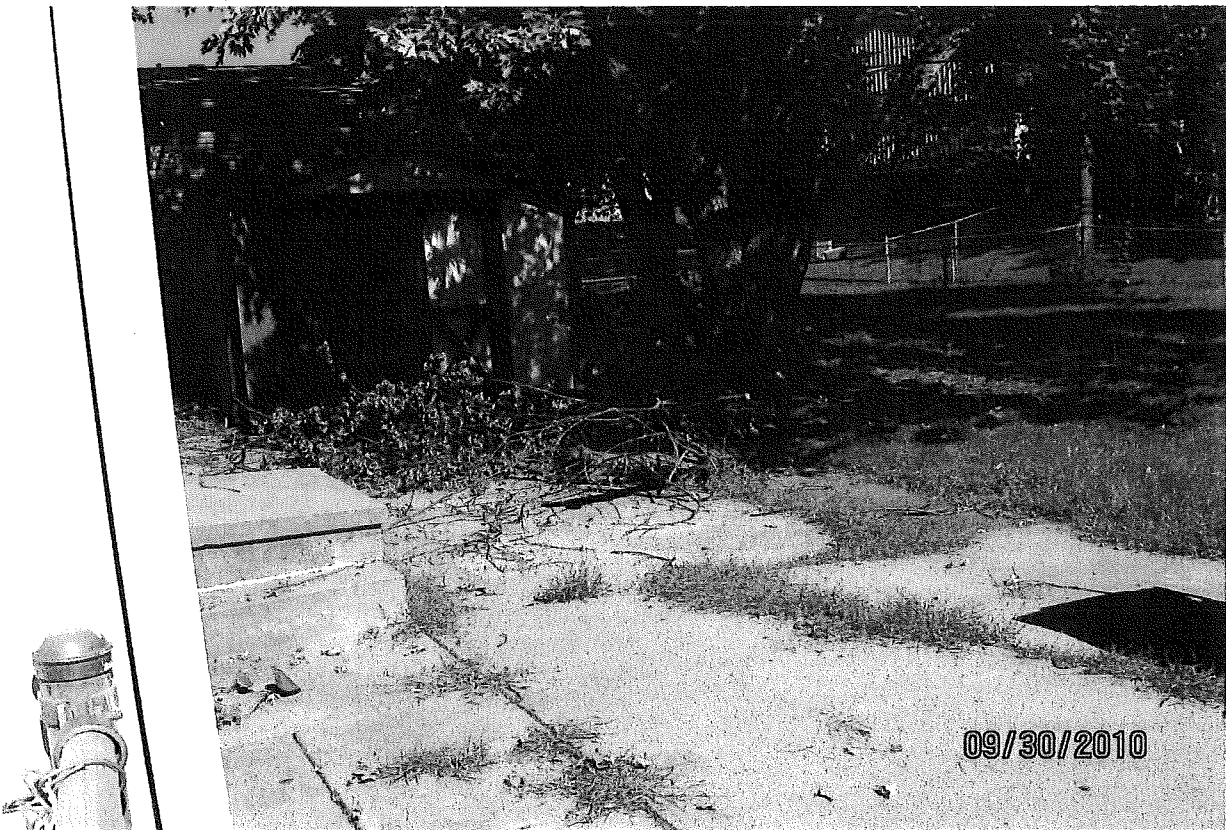
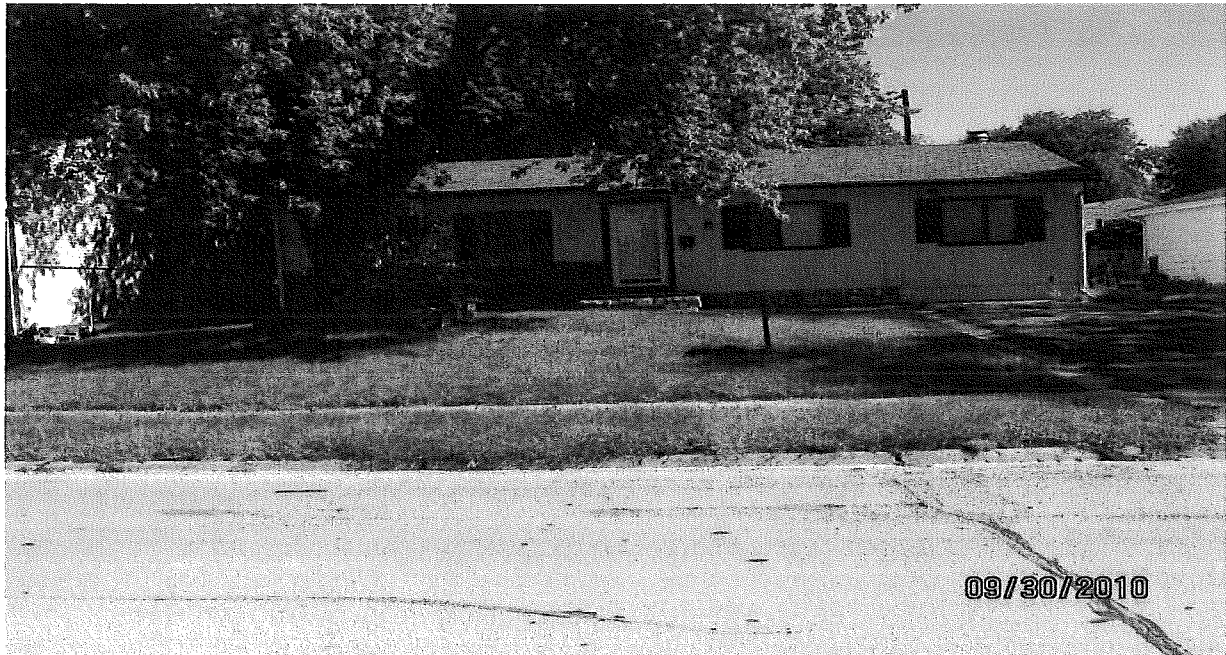
**EQUIPMENT:**

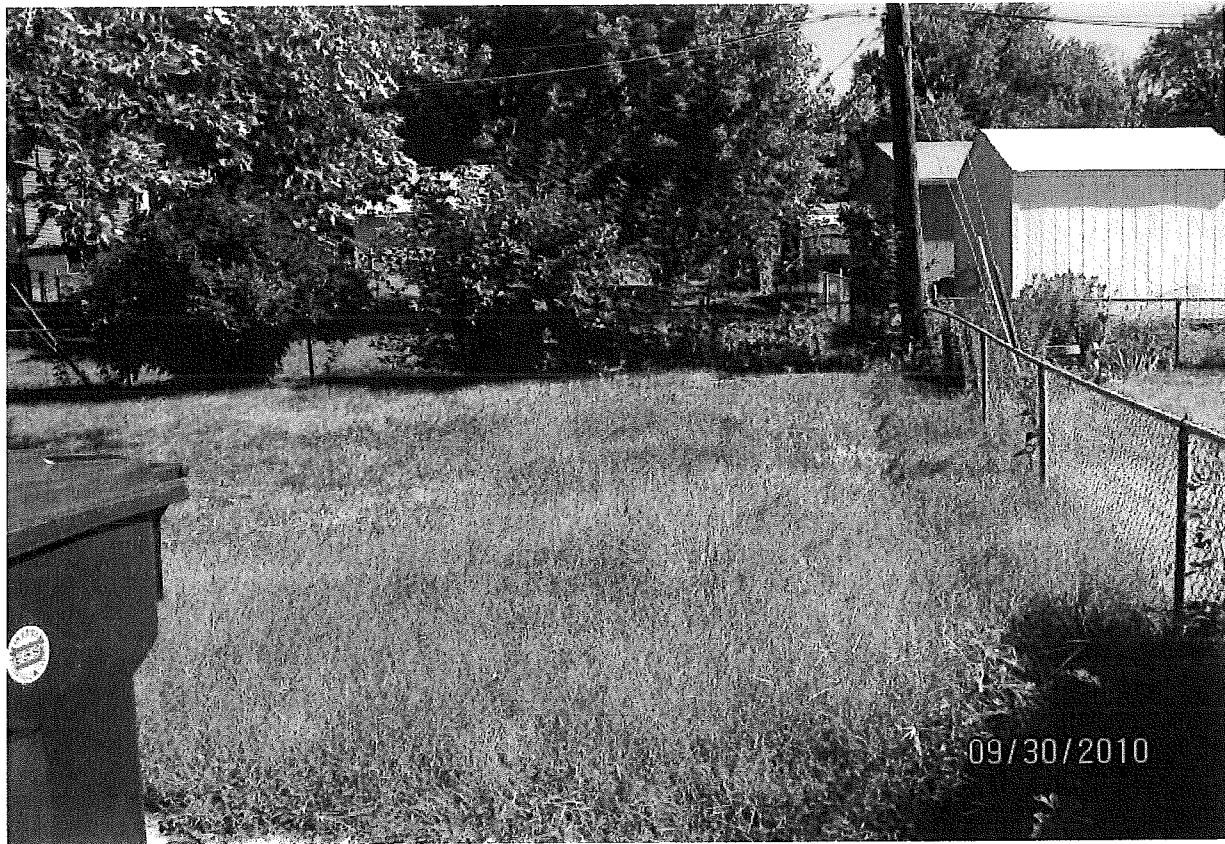
	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	2	50.00
(1) 8 1/2' x 12' trailer	4.75	2	9.50
(1) 21" walk behind mower	6.00	2	12.00
(1) line trimmer	7.50	2	15.00
(1) leaf blower	8.00	2	16.00
TOTAL			\$102.50

**MATERIALS:**

(1) trailer dumpster fee	\$25.00
(3) heavy duty trash bags @ \$.65/ea.	\$1.95
TOTAL	\$26.95

**TOTAL LABOR, EQUIPMENT and MATERIALS : \$217.01**

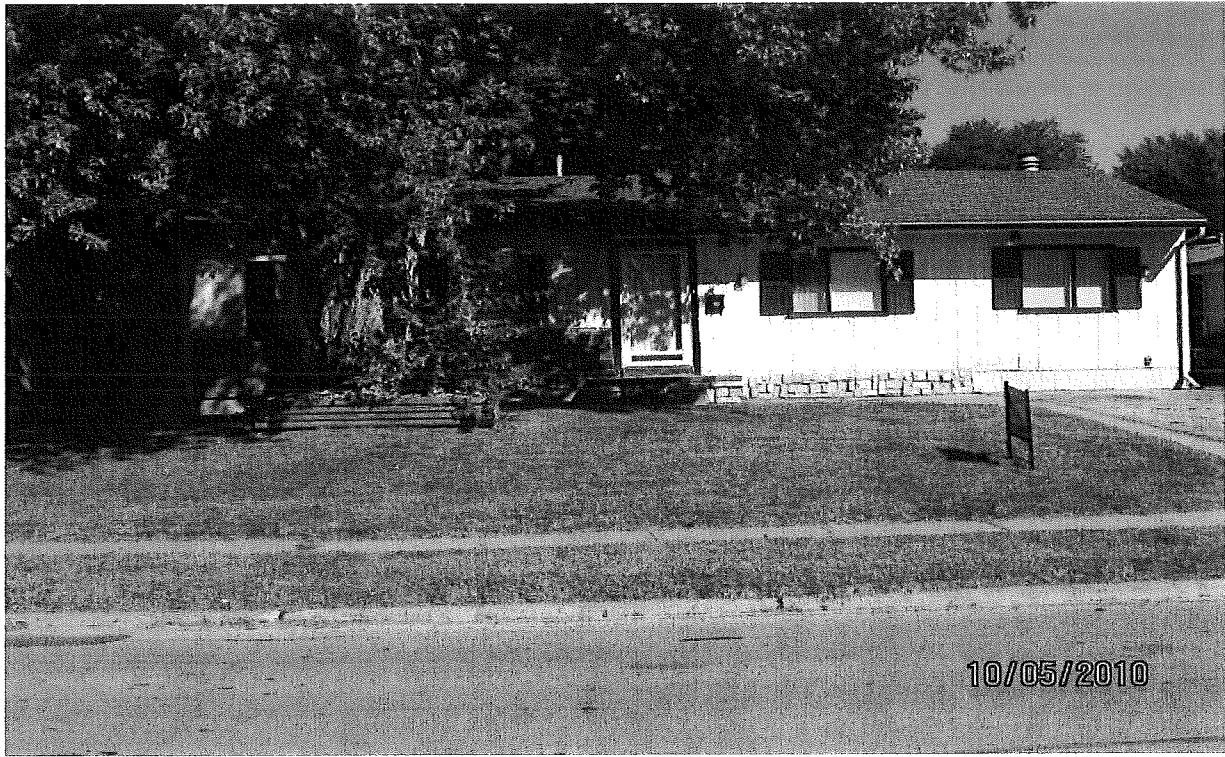


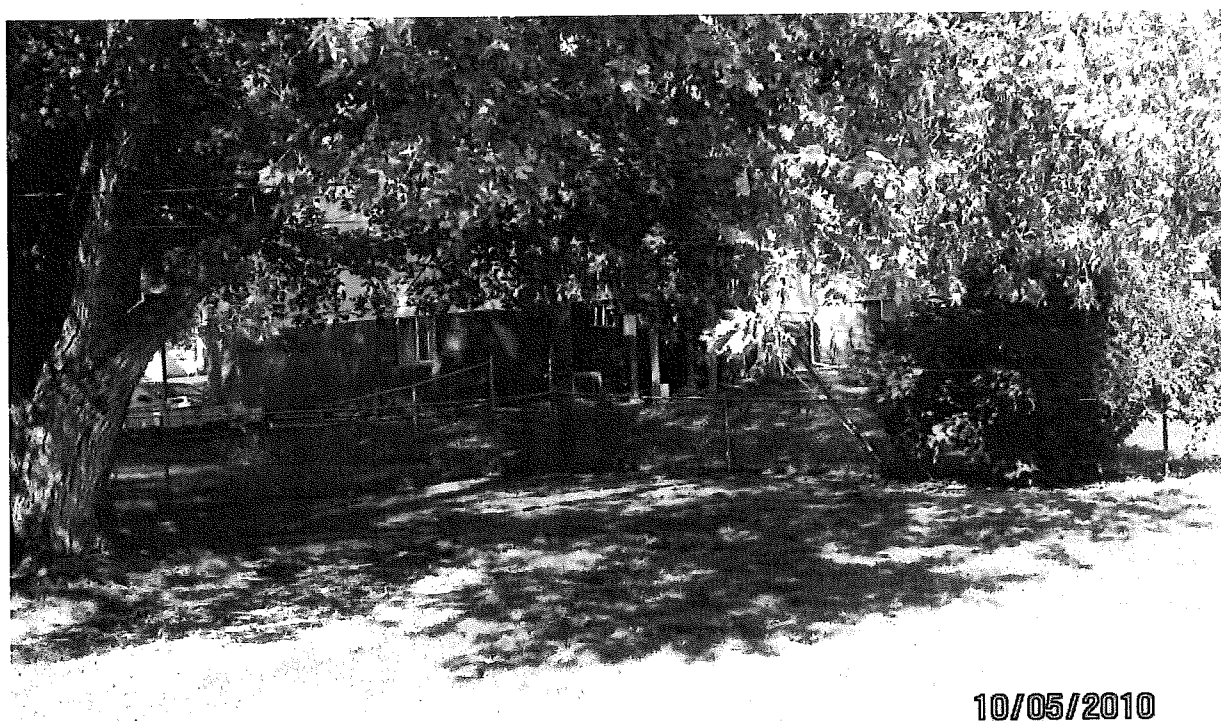
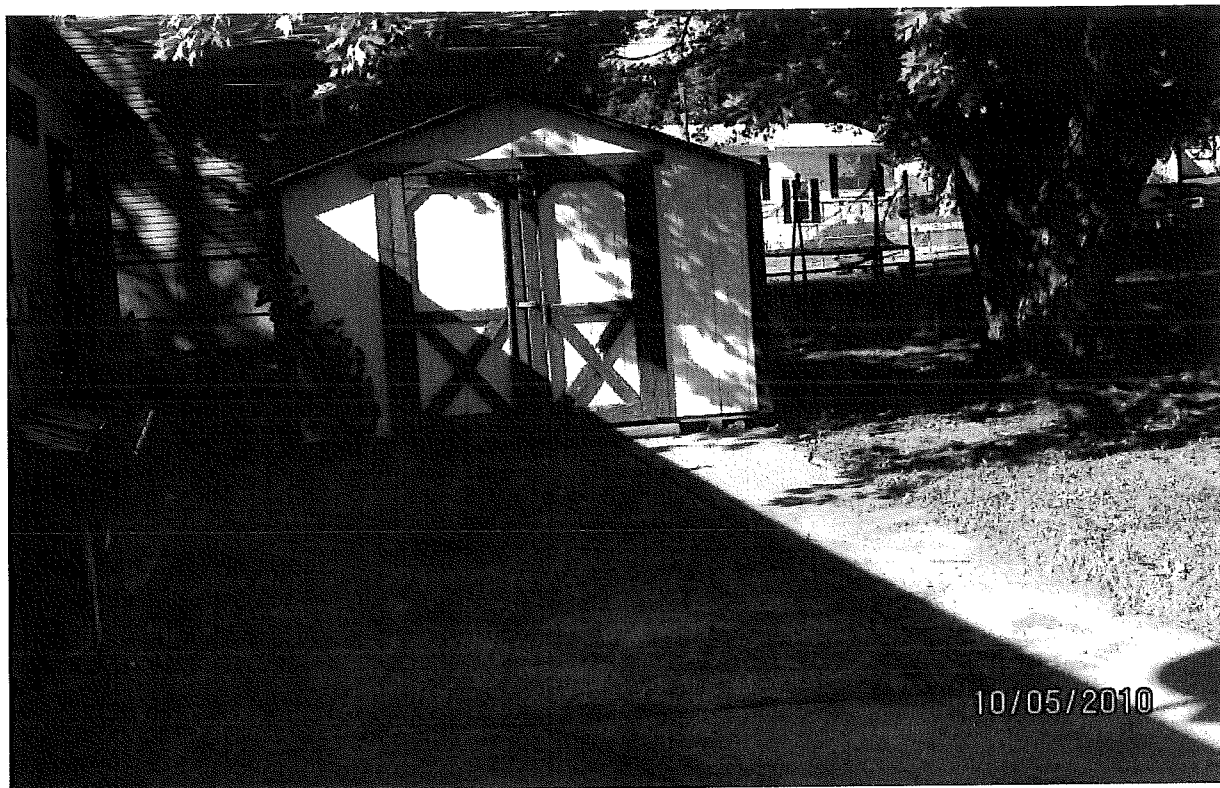


Before Pictures  
Taken By: S. Corbit

*S. Corbit*







After Pictures  
Taken By: S. Corbit

*S. Corbit*

PS Form 3800, August 2006 See Reverse for Instructions

Sent to: Midlands Properties LLC  
 Street, Apt. No.: PO Box 45121  
 City, State, ZIP+4: Omaha, NE 68145

Postage \$  
 Certified Fee \$  
 Return Receipt Fee (Endorsement Required)  
 Restricted Delivery Fee (Endorsement Required)  
 Total Postage & Fees \$

Postmark Here 9-14-0

OFFICIAL USE  
 For delivery information visit our website at www.usps.com

U.S. Postal Service<sup>TM</sup>  
 CERTIFIED MAIL<sup>TM</sup> RECEIPT  
 (Domestic Mail Only; No Insurance Coverage Provided)

7008 1140 0000 6669 0417

PS Form 3811, February 2004

2. Article Number (Transfer from service label)  
 7008 1140 0000 6669 0417

1. Article Addressed to:  
 Midlands Properties  
 PO box 45121  
 Omaha, NE 68145

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.

3. Service Type  
☒ Certified Mail  
☐ Registered  
☐ Insured Mail  
☐ Express Mail  
☒ Return Receipt for Merchandise  
☐ C.O.D.

4. Restricted Delivery? (Extra Fee)  
☐ Yes  
☐ No

D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

B. Received by (Printed Name)  
 Jerry M. ...  
 C. Date of Delivery  
 9-29

A. Signature  
 [Signature]  
☐ Agent  
☒ Addressee

COMPLETE THIS SECTION ON DELIVERY

Domestic Return Receipt  
 102595-02-M-1540

7009 0820 0001 7684 5050

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (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	\$ 5.54
Sent To <i>Earl &amp; Leta Long</i> Street, Apt. No., or PO Box No. <i>7501 S. 76th Ave.</i> City, State, ZIP+4 <i>La Vista, NE 68128</i>	
PS Form 3800, August 2006 <span style="float: right;">See Reverse for Instructions</span>	

*10-25-10*

Postmark  
Here

**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:  
*Earl & Leta Long*  
*7501 S. 76th Ave*  
*La Vista, NE 68128*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]* ☐ Agent  
☐ Addressee

B. Received by (Printed Name) *Earl & Leta Long* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

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) *7009 0820 0001 7684 5050*





October 25, 2010

Earl & Leta Long  
7501 S 76<sup>th</sup> Ave  
La Vista, NE 68128

RE: 7121 Harrison St, La Vista, NE 68128  
Lot 1C EX PT TO RD/La Vista Replat/Sarpy County, NE

Dear Mr. & Mrs. Long:

On June 15, 2010 the building at 7121 Harrison Street was demolished. The cost of \$8,500.00 was incurred for hazardous waste removal. The cost breakdown is as follows:

Hazardous Waste Removal	8,500.00
<b>TOTAL</b>	<b>\$ <u>8,500.00</u></b>

Please remit \$8,500.00, 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 December 7, 2010, 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  
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**Police**  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

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

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

# Heritage-Crystal Clean, LLC

## Invoice

Page 1 of 1

Billing Inquiries: (877) 938-7948  
custserv@crystal-clean.com

Remit to:  
13621 COLLECTIONS  
CENTER DRIVE  
CHICAGO, IL 60693-0136



Service Location: **OMAHA**  
PO No.:  
Service Agreement: **586598**  
Release Info: **PO# 17592**

Invoice No: **11524858**  
Date Issued: **08/11/2010**  
Account No: **137270**  
Item Total: **AUG 23 2010 \$8,500.00**  
Pre-paid Amount: **\$0.00**  
Current Charges: **\$8,500.00**  
Previous Amount Due: **\$0.00**  
Total Due: **\$8,500.00**  
Subject to finance charges if payment not received by 09/10/10

|||||  
CITY OF LA VISTA  
ATTN: ACCTS PAYABLE  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

Svc Dt	Work Order	Product Description / Comment	Equip	Qty	Unit Price	Tax Amt	Total Cost
08/11/10	00-003NP82	THIRD PARTY SERVICES LAB PACK PROFILES		1	\$8,500.00	\$0.00	\$8,500.00
<p>City of La Vista Vndr# <u>4178</u> Inv# <u>11524858</u> Gds _____ PO# _____ Claim Date <u>9-21-10</u> GL# <u>118-0505</u> Amt <u>8500.00</u> GL# _____ Amt _____ GL# _____ Amt _____ GL# _____ Amt _____ GL# _____ Amt _____ GL# _____ Amt _____ GL# _____ Amt _____ GL# _____ Amt _____ GL# _____ Amt _____ Int _____ Total _____</p> <p><i>Long's Hazardous Waste Removal</i></p> <p><i>Consent Agenda</i> <i>01.18.0505</i> <i>AB</i></p> <p><i>Per Pam Assessments</i></p>							

This form (invoice) is deemed part of the above referenced Service Agreement between Heritage-Crystal Clean, LLC and the identified customer and all terms and conditions and certifications contained therein are deemed a part hereof.

Item Total: **\$8,500.00**

TO ENSURE PROPER CREDIT PLEASE INCLUDE THIS PORTION WITH YOUR PAYMENT

### Heritage-Crystal Clean Remittance

Current Charges:  
**\$8,500.00**

Invoice Number:  
**11524858**

LA VISTA PUBLIC WORKS  
9906 PORTAL RD  
LA VISTA, NE 68128

Total Amt Due:  
**\$8,500.00**

Amount Enclosed:

Account Number:  
**137270**

Change of Address ?  
Check box and complete other side. ☐

Payment Due Upon Receipt

PO Number:

Payment by Mastercard, Visa, and  
American Express available.  
Check box and complete other side. ☐

Remit to:

|||||  
HERITAGE CRYSTAL CLEAN, LLC  
13621 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693-0136

