

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING October 21, 2008

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on October 21, 2008. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, Finance Director Lindberg, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on October 9, 2008. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM OCTOBER 7, 2008
3. APPROVAL OF PLANNING COMMISSION MINUTES FROM SEPTEMBER 18, 2008
4. PAY REQUEST NO. 10 FROM LEO A DALY FOR MUNICIPAL FACILITIES  
PLAN - \$3,000.00
5. PAY REQUEST NO. 13 FROM JOHN Q. HAMMONS FOR CONSTRUCTION  
LOAN - \$46,533.86
6. APPROVAL OF CLAIMS

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

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|--|-----------|
| ACTION BATTERIES, Electric Cart                            | 449.75    |
| ANDERSON FORD LINCOLN MERCURY, Vehicle Maint.              | 57.30     |
| AQUILA, Utilities  | 2,604.72  |
| ARAMARK UNIFORM, Contract Services                         | 245.87    |
| BAKER, MARCUS, Auto Allowance                              | 50.00     |
| BENNINGTON IMPLEMENT, Vehicle Maint.                       | 271.76    |
| BENSON RECORDS MANAGEMENT, Contract Services               | 68.70     |
| BIRCH, ANN, Auto Allowance                                 | 50.00     |
| BLAND, CHRIS, Contract Services                            | 72.00     |
| BRENTWOOD AUTO WASH, Vehicle Maint.                        | 84.00     |
| BUETHE, PAM, Auto Allowance/Phone/Travel/ Vehicle Maint.   | 232.64    |
| BUILDERS SUPPLY, Bldg & Grnds                              | 433.88    |
| CALENTINE, JEFFREY, Phone                                  | 30.00     |
| CARDMEMBER SERVICE, Phone/Training/Supplies/Travel         | 3,720.48  |
| CARSTENSEN, RICH, Travel                                   | 295.00    |
| CITY OF OMAHA, Engineering Design                          | 28,670.54 |
| CJ'S HOME CENTER, Bldg & Grnds/Vehicle Maint/Street/Maint. | 1,211.95  |
| CORNHUSKER INTL TRUCKS, Bldg & Grnds/Vehicle Maint.        | 77.70     |
| COX COMMUNICATIONS, Contract Services                      | 212.15    |
| D & B SALVAGE, Contract Services                           | 734.00    |
| DAVIS, FRANKLIN TODD, Contract Service                     | 31.25     |
| EDGEWEAR SCREEN PRINTING, Equipment                        | 296.40    |
| ELLIOTT EQUIPMENT COMPANY, Vehicle Maint.                  | 621.46    |
| FAIRWAY GOLF, Consignment                                  | 42.00     |
| FARQUHAR, MIKE, Auto Allowance                             | 100.00    |
| FASTENAL COMPANY, Vehicle Maint.                           | 26.83     |
| FEDEX KINKO'S, Printing/Supplies                           | 460.03    |

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| FERRELLGAS, Utilities/Vehicle Maint.                | 452.33     |
| FILTER CARE, Vehicle Maint.                         | 106.35     |
| FIRE-EXTRICATION-HAZMAT, Rescue Revenue             | 154.94     |
| FITZGERALD SCHORR BARMETTLER, Professional Services | 19,269.06  |
| FORT DEARBORN LIFE INSURANCE, Employee Benefits     | 1,235.50   |
| GHIAI, NICK, Refund                                 | 100.00     |
| GOLDMAN, JOHN, Phone                                | 85.00      |
| GREAT PLAINS ONE-CALL SVC, Contract Services        | 389.65     |
| GREAT WESTERN BANK, Bond Fees                       | 250.00     |
| GREENKEEPER, Supplies                               | 239.40     |
| GUNN, BRENDA, Auto Allowance                        | 300.00     |
| H & H CHEVROLET, Vehicle Maint.                     | 29.55      |
| HANEY SHOE STORE, Wearing Apparel                   | 120.00     |
| HILDING, TRACI, Refund                              | 20.00      |
| HOBBY LOBBY STORES, Supplies                        | 92.86      |
| HOME DEPOT, Vehicle Maint.                          | 179.94     |
| HOST COFFEE, Concessions                            | 24.00      |
| HY-VEE, Concessions                                 | 7.60       |
| INDUSTRIAL SALES COMPANY, Bldg & Grnds/Construction | 608.95     |
| IWAN, ROSE, Auto Allowance                          | 45.00      |
| J Q OFFICE EQUIPMENT, Contract Services             | 646.55     |
| JOHNSTONE SUPPLY, Bldg & Grnds                      | 122.64     |
| JONES, DAVID, Contract Services                     | 18.00      |
| KIERCHER, ADAM, Refund                              | 110.00     |
| KILE, TIM, Softball Registration                    | 1,240.00   |
| KINDIG, DOUGLAS, Phone/Auto Allowance               | 190.00     |
| KIRKHAM MICHAEL, Storm Sewer                        | 3,377.00   |
| KISSEL/E & S ASSOCIATES, Contract Services          | 5,797.29   |
| KLINKER, MARK, Professional Services                | 200.00     |
| LAUGHLIN, KATHLEEN, Payroll Withholdings            | 372.00     |
| LEAGUE ASSN OF RISK MGMT, Insurance/Bonds           | 422,921.00 |
| LINWELD, Street Maint./Supplies                     | 180.56     |
| LOGAN CONTRACTORS, Vehicle Maint.                   | 289.51     |
| LOU'S SPORTING GOODS, Wearing Apparel               | 147.70     |
| LUKASIEWICZ, BRIAN, Travel/Phone                    | 295.00     |
| MEDICAID-NE DEPT OF SOC SVCS, Rescue Revenue        | 70.18      |
| MENARDS, Bldg & Grnds                               | 66.72      |
| MIDWEST VEHICLE PROFESSIONALS, Vehicle Maint.       | 65.00      |
| MUD, Utilities                                      | 1,707.18   |
| MULLEN & MULLEN, Professional Services              | 35,008.00  |
| NE DEPT OF LABOR-WORKFORCE, Bldg & Grnds            | 100.00     |
| NE DEPT OF REVENUE-LOTT/51, Bldg & Grnds            | 75,918.95  |
| NE MIDGET FOOTBALL LEAG, League Registration        | 1,485.00   |
| NE MOSQUITE/VECTOR ASSN, Training                   | 100.00     |
| NE MUNICIPAL CLERKS ASSN, Dues                      | 70.00      |
| NEXTEL, Phone                                       | 94.23      |
| OFFICE DEPOT, Supplies                              | 105.28     |
| OPPD, Utilities                                     | 38,729.59  |
| PAPILLION SANITATION, Contract Services             | 200.09     |
| PARAMOUNT LINEN & UNIFORM, Uniform Cleaning         | 340.44     |
| PAYLESS OFFICE, Supplies                            | 167.99     |
| PROPERTY SERVICES, Supplies                         | 244.00     |
| QUALITY BRANDS, Concessions                         | 89.75      |
| QWEST, Phone  | 1,110.05   |
| RAMIREZ, JOHN, Contract Services/Wearing Apparel    | 72.00      |
| RAMIREZ, RITA, Auto Allowance/Travel                | 229.00     |
| RAPPOLD, KYLE, Contract Services                    | 11.00      |
| RICCHINI, MATT, Refund                              | 100.00     |
| SAM'S CLUB, Concessions                             | 84.48      |
| SAPP BROS PETROLEUM, Vehicle Maint.                 | 114.75     |
| SARPY COUNTY COURTHOUSE, Contract Services          | 3,234.94   |
| SARPY COUNTY FISCAL ADMIN, Interlocal Agreement     | 8,874.00   |
| SARPY COUNTY TREASURER, Contract Services           | 13,965.50  |
| SID 195 - MAYFAIR, Sewer Fees                       | 660.00     |
| SMITH, MELANIE, Auto Allowance                      | 100.00     |
| SMOOTHER CUT ENTERPRISES, Contract Services         | 1,659.00   |
| SNITILY CARR, Professional Services                 | 2,175.00   |
| SOUCIE, JOSEPH, Phone                               | 60.00      |

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| SPRINT, Phone                                       | 90.17      |
| SUBURBAN NEWSPAPERS, Subscription/Legal Advertising | 552.24     |
| SUN COUNTRY, Bldg & Grnds                           | 205.08     |
| SUN LIFE & HEALTH INSURANCE, Payroll Withholdings   | 1,662.82   |
| TANGEMAN, JODI, Auto Allowance                      | 33.00      |
| THREE RING ENTERPRISES, Vehicle Maint.              | 1,892.58   |
| U S ASPHALT, Street Maint./Construction Costs       | 208,215.02 |
| USPS, Postage                                       | 1,350.99   |
| VERIZON, Phone                                      | 37.31      |
| VIERS, STEVE, auto Allowance                        | 100.00     |
| WASTE MANAGEMENT, Contract Services/Bldg & Grnds    | 782.48     |

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

Library Director Iwan informed Council that \$323.91 was donated from Runza's fundraiser on September 9, 2008 to purchase "Great Books for Great Kids" This money will be used by the Library to buy children's books.

## **B. ORDINANCES – OFFICIALS/EMPLOYEE BONDS – AMEND MUNICIPAL CODE** **SECTIONS 31.21, 31.23, 33.23, AND 33.40**

Councilmember Gowan introduced Ordinance No. 1076 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 31.21(A)(3) REGARDING CITY TREASURER BOND, INSURANCE, PREMIUM, DUTIES AND REPORTS; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember McLaughlin moved for final passage of the ordinance which motion was seconded by Councilmember Ellerbeck. Councilmember Carlisle asked if the changes in L.B. 347 (2007) provided a legal alternative to individual bonds. City Attorney McKeon stated that this is correct. The Mayor then stated the question was, "Shall Ordinance No.1076 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

Councilmember Quick introduced Ordinance No. 1077 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 31.23(E) REGARDING CITY ADMINISTRATOR BOND; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Carlisle. The Mayor then stated the question was, "Shall Ordinance No.1077 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the

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Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

Councilmember Ellerbeck introduced Ordinance No. 1078 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 33.23 REGARDING CITY COUNCIL ORGANIZATIONAL MEETING AND BONDING REQUIREMENTS; REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember McLaughlin moved for final passage of the ordinance which motion was seconded by Councilmember Ellerbeck. The Mayor then stated the question was, "Shall Ordinance No.1078 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

Councilmember Gowan introduced Ordinance No. 1079 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 33.40 REGARDING OFFICIAL BOND REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question was, "Shall Ordinance No.1079 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **C. RESTATEMENT OF MUNICIPAL RETIREMENT PLANS** **1. ORDINANCE – PUBLIC SAFETY EMPLOYEES**

Councilmember Quick introduced Ordinance No. 1080 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO AMEND AND RESTATE PUBLIC SAFETY EMPLOYEES RETIREMENT PLANS, THE CITY OF LA VISTA POLICE OFFICERS RETIREMENT PLAN AND TRUST AND CITY OF LA VISTA FIREFIGHTERS RETIREMENT PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS AND REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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



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Said ordinance was then read by title and thereafter Councilmember Gowan moved for final passage of the ordinance which motion was seconded by Councilmember Sell. The Mayor then stated the question was, "Shall Ordinance No.1080 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **2. RESOLUTION – GENERAL EMPLOYEES AND THE CITY ADMINISTRATORS**

Councilmember Quick introduced and moved for the adoption of Resolution No. 08-092: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA TO RENAME, AMEND AND RESTATE THE CITY OF LA VISTA, NEBRASKA DEFINED CONTRIBUTION PENSION PLAN AND TRUST AND AMEND AND RESTATE THE CITY OF LA VISTA CITY ADMINISTRATORS' DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of La Vista maintain the City of La Vista, Nebraska Defined Contribution Pension Plan and Trust and the City of La Vista City Administrators' Defined Contribution Pension Plan and Trust, embodied in plan documents including adoption agreements and basic plan documents attached thereto and constituting integral parts thereof, as well as various amendments required by applicable law ("Plans").

SECTION 2. The City desires to and does hereby change the name of the City of La Vista, Nebraska Defined Contribution Pension Plan and Trust to the City of La Vista General Employees Defined Contribution Pension Plan and Trust. Furthermore, applicable tax law requires that the Plans be amended and restated. For these purposes, there has been presented to the City proposed retirement plans and trusts embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" as an integral part thereof ("Basic Plan Documents"; and together the Adoption Agreements and Basic Plan Documents sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plans, and hereby makes the designations and elections with respect to the Plans as indicated in the Adoption Agreements, to be effective on the date(s) specified in the Adoption Agreements or Basic Plan Documents.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreements and Basic Plan Documents on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreements or Basic Plan Documents and take such further actions as he or she determines necessary or appropriate to obtain a favorable ruling.

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

## **D. RESOLUTION – ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 08-093: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

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WHEREAS, the City of La Vista Facilities Corporation ("City Facility Corporation") and the Metropolitan Community College Facilities Corporation made and entered a Declaration and Master Deed of La Vista Metropolitan Community College Condominium Property Regime dated December 29, 1997 ("Declaration") for the purposes of administering the condominium property regime and maintaining common areas of the Library/Sarpy Center; and

WHEREAS, the La Vista/Metropolitan Community College Condominium Owners Association, Inc., ("Association") was incorporated for purposes of administering the condominium property regime and maintaining the common areas under the Declaration, and the Association is governed by a Board of Directors; and

WHEREAS, pursuant to Article 1.24 of the Declaration, as amended, the City Facilities Corporation delegated to and authorized the City of La Vista ("City") to exercise voting rights with respect to the Association and its Board of Directors, and the City desires to exercise said voting rights to elect Directors of the Association.

WHEREAS, the following positions (and the individuals holding the titles) have been previously designated by the Mayor and City Council to be the City's three directors on the Association's Board of Director's ("City's Director's):

City Administrator  
Library Director  
Director of Public Buildings and Grounds

WHEREAS, the Association will hold its 2008 Annual Meeting on November 3, 2008, at which time and at such meeting the City's Directors shall vote on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Director's to the Association's Board of Directors; and

WHEREAS, the Mayor and City Council desire to designate, and ratify, affirm and approve the re-election of the City's Directors.

NOW, THEREFORE, BE IT RESOLVED, that effective November 3, 2008, the following are hereby designated and re-elected to serve as the City's appointees to the Board of Director's of the Association:

City Administrator  
Library Director  
Director of Public Buildings and Grounds

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and re-elect said individuals as directors at the annual meeting of the Association held November 3, 2008 (and all other related actions) are hereby ratified, affirmed and approved.

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

## **E. RESOLUTION – PURCHASE DUMP TRUCK – PUBLIC WORKS**

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-094: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF A 2008 STERLING LT7501 TANDEM DUMP TRUCK FROM WICK'S STERLING TRUCKS, INC., OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$130,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of said dump truck is necessary; and

WHEREAS, the FY 2008/09 Street Maintenance Budget provides funding for said purchase; and

WHEREAS, the purchase will be from the State Bid – Contract #12214OC; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, due hereby award the purchase of a 2008 Sterling LT7501 Tandem Dump Truck to Wick's Sterling Trucks, Inc., Omaha, Nebraska, in an amount not to exceed \$130,000.00.

Seconded by Councilmember Quick. Councilmember Sell asked if Public Works Director Soucie has any problems with purchasing Sterling trucks. Public Works Director Soucie stated there is a guarantee on parts for ten years and he is comfortable with this. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **F. CLASS C LIQUOR LICENSE APPLICATION – PGC SOUTHPORT INC DBA PIZZA GOURMET**

### **1. PUBLIC HEARING**

At 7:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Class C Liquor License Application for PGC Southport Inc dba Pizza Gourmet. Mark Hansen, a representative of PGC Southport Inc., addressed Council to answer any questions.

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

### **2. RESOLUTION**

Councilmember McLaughlin introduced and moved for the adoption of Resolution No. 08-095: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR PGS SOUTHPORT INC DBA PIZZA GOURMET, LA VISTA, NEBRASKA.

WHEREAS, PGC Southport Inc dba Pizza Gourmet, 12040 McDermott Plaza, Suite 300, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by PGC Southport Inc dba Pizza Gourmet, 12040 McDermott Plaza, Suite 300, La Vista, NE.

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

## **G. MOTION TO CHANGE START TIME OF CITY COUNCIL MEETING ON NOVEMBER 4, 2008 TO 6:00 P.M.**

Councilmember Sell made a motion to change the start time of the City Council Meeting on November 4, 2008 to 6:00 p.m. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## **COMMENTS FROM THE FLOOR**

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Mayor Kindig asked if there were any comments from the floor; and if so, for each person to limit his or her comments to 3 minutes. There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded Council of the Cowbell project announcement on Friday, October 24th.

Mayor Kindig reminded Council of Halloween Safe Night, on Friday, October 31, 2008.

Mayor Kindig informed Council the donation money for the Chili Feed is due to Mary by this Friday.

Councilmember Sheehan stated the City did a nice job on the recent Health Fair.

At 7:21 p.m. Councilmember Quick made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2008.

CITY OF LA VISTA

ATTEST:

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

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

K:\APPS\CITYHALL\08 COUNCIL MINUTES\October 21, 2008



Arizona ♦ Colorado  
Iowa ♦ Kansas ♦ Nebraska  
www.kirkham.com

October 16, 2008

City of La Vista  
9900 Portal Road  
La Vista, Nebraska 68128

Attention: Mr. Joe Soucie  
Director of Public Works

Invoice: 73732  
File: 0805225

Professional Engineering Services in connection with the GIS Conversion Storm Sewer Pilot project for the City of La Vista per the notices to proceed signed May 2, 2008 and August 27, 2008.

|                   |    |           |
|-------------------|----|-----------|
| Original Lump Sum | \$ | 4,900.00  |
| Amendment         | \$ | 10,000.00 |
| Total Lump Sum    | \$ | 14,900.00 |

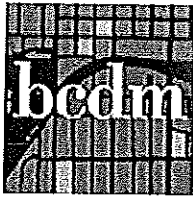
Services through October 3, 2008

|                                |           |                 |
|--------------------------------|-----------|-----------------|
| 100% of \$14,900.00            | \$        | 14,900.00       |
| Less Previous Invoices         | \$        | 7,003.00        |
| <b>AMOUNT DUE THIS INVOICE</b> | <b>\$</b> | <b>7,897.00</b> |

**PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE**

For Billing Questions Please Call  
Jennifer Frederiksen @ 402-343-3903

*OK for payment*  
*02.43.0505*  
*JF. 10-22-08*



September 22, 2008

Project No: 4412-08

Invoice No: 0000006

Mr. Joe Soucie  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

Project 4412-08 La Vista - Cart Corral Design

**Professional Services from August 16, 2008 to September 15, 2008**

**Professional Personnel**

|                     | Hours | Rate   | Amount   |                 |
|---------------------|-------|--------|----------|-----------------|
| Robert Mabrey       | .25   | 225.00 | 56.25    |                 |
| Gary Lynn           | .50   | 115.00 | 57.50    |                 |
| Patrick Carson      | .20   | 115.00 | 23.00    |                 |
| Kevin Schluckebier  | 23.00 | 100.00 | 2,300.00 |                 |
| Elizabeth Tunink    | 6.50  | 75.00  | 487.50   |                 |
| Catherine Nordstrom | .25   | 65.00  | 16.25    |                 |
| Karrie Trofholz     | 3.50  | 65.00  | 227.50   |                 |
| Totals              | 34.20 |        | 3,168.00 |                 |
| <b>Total Labor</b>  |       |        |          | <b>3,168.00</b> |

**Reimbursable Expenses**

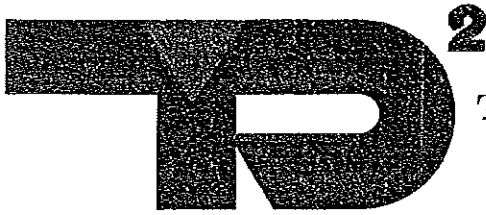
|                            |  |  |               |               |
|----------------------------|--|--|---------------|---------------|
| Printing                   |  |  | 129.77        |               |
| <b>Total Reimbursables</b> |  |  | <b>129.77</b> | <b>129.77</b> |

**Billing Limits**

|                   | Current  | Prior    | To-Date   |                |
|-------------------|----------|----------|-----------|----------------|
| Labor             | 3,168.00 | 6,981.25 | 10,149.25 |                |
| Limit             |          |          | 10,000.00 |                |
| <b>Adjustment</b> |          |          |           | <b>-149.25</b> |

**Total this Invoice \$3,148.52**

*OK for payment  
10-22-08  
15.52.0508*



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

October 24, 2008

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

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

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

RE: 78<sup>th</sup> & Harrison Street Retaining Wall Reconstruction  
Final Payment Recommendation  
TD<sup>2</sup> File No. 171-350.38

Brenda:

Enclosed is the Final Payment Recommendation for the above-referenced project. I hereby certify that the project has been completed in substantial conformance with the plans and specifications. Payment is recommended in the amount shown.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

Enclosure

cc: Mr. Joe Soucie, City of La Vista – w/enclosure  
Linhart Construction, Inc. – w/enclosure  
File

OK for payment  
\$ 10-27-08  
05.71.0827.03

TD<sup>2</sup> File No. 171-350.37

October 24, 2008

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR 78<sup>th</sup> & HARRISON STREET  
RETAINING WALL RECONSTRUCTION

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

Contractor: Linhart Construction, Inc.  
4949 South 66<sup>th</sup> Plaza  
Omaha, NE 68117


AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$58,714.23

| Item                               | Description  | Approx.<br>Quantities | Unit<br>Price | Amount      |
|------------------------------------|--|-----------------------|---------------|-------------|
| 1                                  | Remove Existing Modular Block Retaining Wall (Upper Rows Only)                         | 1,035 S.F.            | \$2.00        | \$2,070.00  |
| 2                                  | Furnish & Install Pre-Cast Modular Block Retaining Wall w/Foundation Course & Subdrain | 3,240 S.F.            | \$14.61       | \$47,336.40 |
| 3                                  | Furnish & Install Geogrid  | 870 S.Y.              | \$2.04        | \$1,774.80  |
| 4                                  | Furnish & Place Select Granular Backfill   | 615 C.Y.              | \$13.21       | \$8,124.15  |
| 5                                  | Seeding w/Erosion Control Blanket  | 2,192.2 S.Y.          | \$1.25        | \$2,740.25  |
| 6                                  | Remove & Reset Existing Fence, if required   | 595 L.F.              | \$4.40        | \$2,618.00  |
| 7                                  | Construct 42" Tall Chain Link Fence, Zinc-coated Steel                                 | 540 L.F.              | \$9.30        | \$5,022.00  |
| Addition                           |  |                       |               |             |
| 1                                  | Relocate Street Light Cable & Pull Boxes   | 1 Lump Sum            |               | \$1,800.00  |
| Total                              |  |                       |               | \$71,485.60 |
| Less City Cost to Remove Dirt Pile |  |                       |               | \$284.90    |
| Less Prior Payment                 |  |                       |               | \$58,714.23 |
| TOTAL AMOUNT DUE CONTRACTOR        |  |                       |               | \$12,486.47 |

We recommend that payment in the amount of \$12,486.47 be made to Linhart Construction, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



John M. Kottmann, P.E.  
City Engineer

JMK/jlf

cc: Linhart Construction, Inc.

OK for payment

✓ 10-27-08

05.71.0327.03



## ACCOUNTS PAYABLE CHECK REGISTER

| BANK NO | BANK NAME                  | CHECK NO | DATE       | VENDOR NO | VENDOR NAME                    | CHECK AMOUNT | CLEARED     | VOIDED     | MANUAL     |
|---------|----------------------------|----------|------------|-----------|--------------------------------|--------------|-------------|------------|------------|
| 1       | Bank of Nebraska (600-873) |          |            |           |                                |              |             |            |            |
|         |                            | 45995    |            |           | Payroll Check                  |              |             |            |            |
|         |                            | 45996    |            |           | Gap in Checks                  |              |             |            |            |
| Thru    |                            | 94361    |            |           |                                |              |             |            |            |
|         |                            | 94362    | 10/22/2008 | 1174      | WAL-MART COMMUNITY BRC         | 172.51       |             |            | **MANUAL** |
|         |                            | 94363    | 10/22/2008 | 3909      | LEO A DALY COMPANY             | 3,000.00     |             |            | **MANUAL** |
|         |                            | 94364    | 10/28/2008 | 3702      | LAUGHLIN, KATHLEEN A, TRUSTEE  | 372.00       |             |            | **MANUAL** |
|         |                            | 94365    | 11/04/2008 | 1121      | A ADVERTISING & SUPPLY         | 201.00       |             |            |            |
|         |                            | 94366    | 11/04/2008 | 762       | ACTION BATTERIES UNLTD INC     | 64.95        |             |            |            |
|         |                            | 94367    | 11/04/2008 | 765       | ADT SECURITY SERVICES          | 233.89       |             |            |            |
|         |                            | 94368    | 11/04/2008 | 4027      | ADVANTAGE DEVELOPMENT INC      | 198.00       |             |            |            |
|         |                            | 94369    | 11/04/2008 | 81        | AMSAN                          | 492.72       |             |            |            |
|         |                            | 94370    | 11/04/2008 | 196       | AQUILA                         | 3,125.00     |             |            |            |
|         |                            | 94371    | 11/04/2008 | 536       | ARAMARK UNIFORM SERVICES INC   | 254.19       |             |            |            |
|         |                            | 94372    | 11/04/2008 | 188       | ASPHALT & CONCRETE MATERIALS   | 96.38        |             |            |            |
|         |                            | 94373    | 11/04/2008 | 706       | ASSOCIATED FIRE PROTECTION     | 600.00       |             |            |            |
|         |                            | 94374    | 11/04/2008 | 3754      | AUSTIN PETERS GROUP INC        | 1,755.00     |             |            |            |
|         |                            | 94375    | 11/04/2008 | 201       | BAKER & TAYLOR BOOKS           | 1,477.26     |             |            |            |
|         |                            | 94376    | 11/04/2008 | 3875      | BAKER, MARCUS                  | 50.00        |             |            |            |
|         |                            | 94377    | 11/04/2008 | 929       | BEACON BUILDING SERVICES       | 6,437.00     |             |            |            |
|         |                            | 94378    | 11/04/2008 | 1784      | BENNINGTON IMPLEMENT           | 137.76       |             |            |            |
|         |                            | 94379    | 11/04/2008 | 410       | BETTER BUSINESS EQUIPMENT      | 47.04        |             |            |            |
|         |                            | 94380    | 11/04/2008 | 3448      | BIRCH, ANN                     | 50.00        |             |            |            |
|         |                            | 94381    | 11/04/2008 | 1143      | BRAND, STEVEN                  | 39.00        |             |            |            |
|         |                            | 94382    | 11/04/2008 | 3703      | BUETHE, PAM                    | 100.00       |             |            |            |
|         |                            | 94383    | 11/04/2008 | 3760      | BUETHE, PAM                    | 20.00        |             |            |            |
|         |                            | 94384    | 11/04/2008 | 3592      | BUILDERADIUS INC               | 2,000.00     |             |            |            |
|         |                            | 94385    | 11/04/2008 | 76        | BUILDERS SUPPLY CO INC         | 170.88       |             |            |            |
|         |                            | 94386    | 11/04/2008 | 4024      | CALENTINE, JEFFREY             | 30.00        |             |            |            |
|         |                            | 94387    | 11/04/2008 | 2285      | CENTER POINT PUBLISHING        | 38.94        |             |            |            |
|         |                            | 94388    | 11/04/2008 | 3450      | CITY OF BELLEVUE               | 150.00       |             |            |            |
|         |                            | 94389    | 11/04/2008 | 152       | CITY OF OMAHA                  | 35,258.66    |             |            |            |
|         |                            | 94390    | 11/04/2008 | 3186      | CLASSIC REFRIGERATION          | 155.25       |             |            |            |
|         |                            | 94391    | 11/04/2008 | 3176      | COMP CHOICE INC                | 529.50       |             |            |            |
|         |                            | 94392    | 11/04/2008 | 836       | CORNHUSKER INTL TRUCKS INC     | 565.60       |             |            |            |
|         |                            | 94393    | 11/04/2008 | 23        | CUMMINS CENTRAL POWER LLC #410 | 583.95       |             |            |            |
|         |                            | 94394    | 11/04/2008 | 2374      | DAYSRING PRINTING              | .00          | **CLEARED** | **VOIDED** |            |
|         |                            | 94395    | 11/04/2008 | 2374      | DAYSRING PRINTING              | 750.00       |             |            |            |
|         |                            | 94396    | 11/04/2008 | 77        | DIAMOND VOGEL PAINTS           | 122.25       |             |            |            |
|         |                            | 94397    | 11/04/2008 | 3892      | DILLON BROS HARLEY DAVIDSON    | 735.27       |             |            |            |
|         |                            | 94398    | 11/04/2008 | 127       | DON'S PIONEER UNIFORMS         | 14.95        |             |            |            |
|         |                            | 94399    | 11/04/2008 | 2149      | DOUGLAS COUNTY SHERIFF'S OFC   | 350.00       |             |            |            |
|         |                            | 94400    | 11/04/2008 | 364       | DULTMEIER SALES & SERVICE      | 401.54       |             |            |            |
|         |                            | 94401    | 11/04/2008 | 3084      | EBSCO SUBSCRIPTION SERVICES    | 3,739.32     |             |            |            |
|         |                            | 94402    | 11/04/2008 | 4026      | ECONOMIC REPORT                | 1,850.00     |             |            |            |
|         |                            | 94403    | 11/04/2008 | 3334      | EDGEWEAR SCREEN PRINTING       | 207.00       |             |            |            |
|         |                            | 94404    | 11/04/2008 | 2566      | ELECTRONIC ENGINEERING         | 261.41       |             |            |            |
|         |                            | 94405    | 11/04/2008 | 3608      | EZRA, GAYLA                    | 14.96        |             |            |            |

## ACCOUNTS PAYABLE CHECK REGISTER

| BANK NO<br>CHECK NO | BANK NAME<br>DATE | VENDOR NO | VENDOR NAME                     | CHECK AMOUNT | CLEARED     | VOIDED     | MANUAL |
|---------------------|-------------------|-----------|---------------------------------|--------------|-------------|------------|--------|
| 94406               | 11/04/2008        | 3230      | FAGIN, KAREN                    | 608.00       |             |            |        |
| 94407               | 11/04/2008        | 3463      | FARQUHAR, MIKE                  | 100.00       |             |            |        |
| 94408               | 11/04/2008        | 3159      | EASTENAL COMPANY                | 180.39       |             |            |        |
| 94409               | 11/04/2008        | 3460      | FEDEX                           | 9.07         |             |            |        |
| 94410               | 11/04/2008        | 1245      | FILTER CARE                     | 33.15        |             |            |        |
| 94411               | 11/04/2008        | 439       | FIREGUARD INC                   | 309.60       |             |            |        |
| 94412               | 11/04/2008        | 142       | FITZGERALD SCHORR BARMETTLER    | .00          | **CLEARED** | **VOIDED** |        |
| 94413               | 11/04/2008        | 142       | FITZGERALD SCHORR BARMETTLER    | 14,223.17    |             |            |        |
| 94414               | 11/04/2008        | 3673      | FOSTER, TERRY                   | 39.00        |             |            |        |
| 94415               | 11/04/2008        | 3984      | G I CLEANER & TAILORS           | 120.75       |             |            |        |
| 94416               | 11/04/2008        | 1344      | GALE                            | 46.43        |             |            |        |
| 94417               | 11/04/2008        | 53        | GCR OMAHA TRUCK TIRE CENTER     | 143.00       |             |            |        |
| 94418               | 11/04/2008        | 35        | GOLDMAN, JOHN G                 | 124.00       |             |            |        |
| 94419               | 11/04/2008        | 1025      | GOWAN, ANTHONY J.               | 196.00       |             |            |        |
| 94420               | 11/04/2008        | 285       | GRAYBAR ELECTRIC COMPANY INC    | 307.04       |             |            |        |
| 94421               | 11/04/2008        | 3473      | GUNN, BRENDA S                  | 300.00       |             |            |        |
| 94422               | 11/04/2008        | 625       | H W WILSON COMPANY LOCKBOX      | 237.00       |             |            |        |
| 94423               | 11/04/2008        | 426       | HANEY SHOE STORE                | 240.00       |             |            |        |
| 94424               | 11/04/2008        | 1403      | HELGET GAS PRODUCTS INC         | 30.00        |             |            |        |
| 94425               | 11/04/2008        | 2888      | HOME DEPOT CREDIT SERVICES      | 20.00        |             |            |        |
| 94426               | 11/04/2008        | 376       | HURST, JEAN                     | 115.83       |             |            |        |
| 94427               | 11/04/2008        | 1612      | HY-VEE INC                      | 226.19       |             |            |        |
| 94428               | 11/04/2008        | 3813      | I.D. EDGE INC                   | 126.01       |             |            |        |
| 94429               | 11/04/2008        | 2534      | IWAN, ROSE                      | 45.00        |             |            |        |
| 94430               | 11/04/2008        | 2554      | IWAN, ROSE                      | 115.83       |             |            |        |
| 94431               | 11/04/2008        | 1896      | J Q OFFICE EQUIPMENT INC        | 500.50       |             |            |        |
| 94432               | 11/04/2008        | 2379      | JO DON'S                        | 540.00       |             |            |        |
| 94433               | 11/04/2008        | 788       | KINDIG, DOUGLAS                 | 40.00        |             |            |        |
| 94434               | 11/04/2008        | 3474      | KINDIG, DOUGLAS                 | 150.00       |             |            |        |
| 94435               | 11/04/2008        | 1054      | KLINKER, MARK A                 | 240.00       |             |            |        |
| 94436               | 11/04/2008        | 2394      | KRIHA FLUID POWER CO INC        | 513.39       |             |            |        |
| 94437               | 11/04/2008        | 2057      | LA VISTA COMMUNITY FOUNDATION   | 95.00        |             |            |        |
| 94438               | 11/04/2008        | 906       | LA VISTA FIREFIGHTERS ASSN      | 390.00       |             |            |        |
| 94439               | 11/04/2008        | 1288      | LIFE ASSIST                     | 60.52        |             |            |        |
| 94440               | 11/04/2008        | 3920      | LIVE OAK MEDIA                  | 112.08       |             |            |        |
| 94441               | 11/04/2008        | 2664      | LOU'S SPORTING GOODS            | 162.93       |             |            |        |
| 94442               | 11/04/2008        | 2124      | LUKASIEWICZ, BRIAN              | 50.00        |             |            |        |
| 94443               | 11/04/2008        | 544       | MAPA-METRO AREA PLANNING AGENCY | 240.00       |             |            |        |
| 94444               | 11/04/2008        | 3770      | MATT FRIEND TRUCK EQUIPMENT     | 223.28       |             |            |        |
| 94445               | 11/04/2008        | 3066      | MATT PARROTT AND SONS COMPANY   | .00          | **CLEARED** | **VOIDED** |        |
| 94446               | 11/04/2008        | 3066      | MATT PARROTT AND SONS COMPANY   | 508.73       |             |            |        |
| 94447               | 11/04/2008        | 153       | METRO AREA TRANSIT              | 601.00       |             |            |        |
| 94448               | 11/04/2008        | 872       | METROPOLITAN COMMUNITY COLLEGE  | 10,407.25    |             |            |        |
| 94449               | 11/04/2008        | 553       | METROPOLITAN UTILITIES DIST.    | .00          | **CLEARED** | **VOIDED** |        |
| 94450               | 11/04/2008        | 553       | METROPOLITAN UTILITIES DIST.    | 1,222.89     |             |            |        |
| 94451               | 11/04/2008        | 2497      | MID AMERICA PAY PHONES          | 150.00       |             |            |        |
| 94452               | 11/04/2008        | 742       | MID-STATE DISTRIBUTING COMPANY  | 52.34        |             |            |        |
| 94453               | 11/04/2008        | 1600      | MIDLANDS COMMUNITY HOSPITAL     | 150.00       |             |            |        |
| 94454               | 11/04/2008        | 1526      | MIDLANDS LIGHTING & ELECTRIC    | 27.78        |             |            |        |
| 94455               | 11/04/2008        | 1046      | MIDWEST TURF & IRRIGATION       | 83.08        |             |            |        |
| 94456               | 11/04/2008        | 2229      | MOORE, WAYNE                    | 18.00        |             |            |        |
| 94457               | 11/04/2008        | 2550      | MSC INDUSTRIAL SUPPLY CO        | 600.57       |             |            |        |
| 94458               | 11/04/2008        | 488       | NATIONAL SAFETY COUNCIL         | 362.00       |             |            |        |

## ACCOUNTS PAYABLE CHECK REGISTER

| BANK NO<br>CHECK NO | BANK NAME<br>DATE | VENDOR NO VENDOR NAME               | CHECK AMOUNT | CLEARED     | VOIDED     | MANUAL |
|---------------------|-------------------|-------------------------------------|--------------|-------------|------------|--------|
| 94459               | 11/04/2008        | 981 NEBRASKA CHAPTER APWA           | 340.00       |             |            |        |
| 94460               | 11/04/2008        | 469 NEBRASKA FURNITURE MART         | 359.97       |             |            |        |
| 94461               | 11/04/2008        | 3350 NEBRASKA IOWA SUPPLY           | 14,781.36    |             |            |        |
| 94462               | 11/04/2008        | 479 NEBRASKA LIBRARY COMMISSION     | 46.77        |             |            |        |
| 94463               | 11/04/2008        | 593 NEFF TOWING INC                 | 225.00       |             |            |        |
| 94464               | 11/04/2008        | 2631 NEXTEL COMMUNICATIONS          | 1,539.41     |             |            |        |
| 94465               | 11/04/2008        | 4019 NORTHEAST COMMUNITY COLLEGE    | 15.00        |             |            |        |
| 94466               | 11/04/2008        | 3415 OABR PRINT SHOP                | .00          | **CLEARED** | **VOIDED** |        |
| 94467               | 11/04/2008        | 3415 OABR PRINT SHOP                | 688.49       |             |            |        |
| 94468               | 11/04/2008        | 1014 OFFICE DEPOT INC-CINCINNATI    | .00          | **CLEARED** | **VOIDED** |        |
| 94469               | 11/04/2008        | 1014 OFFICE DEPOT INC-CINCINNATI    | .00          | **CLEARED** | **VOIDED** |        |
| 94470               | 11/04/2008        | 1014 OFFICE DEPOT INC-CINCINNATI    | 671.62       |             |            |        |
| 94471               | 11/04/2008        | 79 OMAHA COMPOUND COMPANY           | 151.13       |             |            |        |
| 94472               | 11/04/2008        | 195 OMAHA PUBLIC POWER DISTRICT     | 71.16        |             |            |        |
| 94473               | 11/04/2008        | 3935 ORIENTAL TRADING COMPANY       | 44.89        |             |            |        |
| 94474               | 11/04/2008        | 1935 PAPILLION LA VISTA SCHOOL DIST | 80.00        |             |            |        |
| 94475               | 11/04/2008        | 2686 PARAMOUNT LINEN & UNIFORM      | 340.44       |             |            |        |
| 94476               | 11/04/2008        | 1769 PAYLESS OFFICE PRODUCTS INC    | 159.50       |             |            |        |
| 94477               | 11/04/2008        | 1723 PENWORTHY COMPANY              | 1,444.45     |             |            |        |
| 94478               | 11/04/2008        | 1821 PETTY CASH-PAM BUETHE          | 104.25       |             |            |        |
| 94479               | 11/04/2008        | 74 PITNEY BOWES INC-KY              | .00          | **CLEARED** | **VOIDED** |        |
| 94480               | 11/04/2008        | 74 PITNEY BOWES INC-KY              | 221.00       |             |            |        |
| 94481               | 11/04/2008        | 2552 PLUTA, DON                     | 39.00        |             |            |        |
| 94482               | 11/04/2008        | 159 PRECISION INDUSTRIES INC        | 130.40       |             |            |        |
| 94483               | 11/04/2008        | 1921 PRINCIPAL LIFE-FLEX SPENDING   | 148.50       |             |            |        |
| 94484               | 11/04/2008        | 219 QWEST                           | 141.70       |             |            |        |
| 94485               | 11/04/2008        | 2804 RADAR SHOP                     | 114.00       |             |            |        |
| 94486               | 11/04/2008        | 1828 RAMIREZ, RITA                  | 75.00        |             |            |        |
| 94487               | 11/04/2008        | 427 RAMIREZ, RITA M                 | 81.27        |             |            |        |
| 94488               | 11/04/2008        | 3139 RECORDED BOOKS, LLC            | 6.95         |             |            |        |
| 94489               | 11/04/2008        | 175 RUSH, TIMOTHY M                 | 39.00        |             |            |        |
| 94490               | 11/04/2008        | 487 SAPP BROS PETROLEUM INC         | 13.50        |             |            |        |
| 94491               | 11/04/2008        | 1335 SARPY COUNTY CHAMBER OF        | 135.00       |             |            |        |
| 94492               | 11/04/2008        | 490 SARPY COUNTY REGISTER OF DEEDS  | 26.00        |             |            |        |
| 94493               | 11/04/2008        | 3457 SCARPA, DAN                    | 39.00        |             |            |        |
| 94494               | 11/04/2008        | 503 SCHOLASTIC LIBRARY PUBLISHING   | 144.30       |             |            |        |
| 94495               | 11/04/2008        | 2927 SEAT COVER CENTER OF NEBRASKA  | 126.00       |             |            |        |
| 94496               | 11/04/2008        | 380 SHEEHAN, RON SR                 | 208.00       |             |            |        |
| 94497               | 11/04/2008        | 2189 SIGNS & SHAPES INTERNATIONAL   | 662.50       |             |            |        |
| 94498               | 11/04/2008        | 3707 SMITH, MELANIE                 | 100.00       |             |            |        |
| 94499               | 11/04/2008        | 533 SOUCIE, JOSEPH H JR             | 99.00        |             |            |        |
| 94500               | 11/04/2008        | 3893 STRATEGIC INSIGHTS INC         | 650.00       |             |            |        |
| 94501               | 11/04/2008        | 3959 TANGEMAN, JODI                 | 33.00        |             |            |        |
| 94502               | 11/04/2008        | 913 TARGET BANK                     | 8.56         |             |            |        |
| 94503               | 11/04/2008        | 264 TED'S MOWER SALES & SERVICE     | 296.13       |             |            |        |
| 94504               | 11/04/2008        | 822 THERMO KING CHRISTENSEN         | 529.74       |             |            |        |
| 94505               | 11/04/2008        | 161 TRACTOR SUPPLY COMPANY          | 409.30       |             |            |        |
| 94506               | 11/04/2008        | 167 U S ASPHALT COMPANY             | 247.55       |             |            |        |
| 94507               | 11/04/2008        | 2426 UNITED PARCEL SERVICE          | 23.90        |             |            |        |
| 94508               | 11/04/2008        | 2932 UNIVERSITY OF LOUISVILLE       | 650.00       |             |            |        |
| 94509               | 11/04/2008        | 2720 USI INC                        | 71.69        |             |            |        |
| 94510               | 11/04/2008        | 3052 V & V MANUFACTURING INC        | 68.07        |             |            |        |
| 94511               | 11/04/2008        | 3690 VIERS, STEVE                   | 100.00       |             |            |        |

| BANK NO | BANK NAME | CHECK NO | DATE | VENDOR NO | VENDOR NAME | CHECK AMOUNT | CLEARED | VOIDED | MANUAL |
|---------|-----------|----------|------|-----------|-------------|--------------|---------|--------|--------|
|---------|-----------|----------|------|-----------|-------------|--------------|---------|--------|--------|

|             |            |
|-------------|------------|
| BANK TOTAL  | 128,951.48 |
| OUTSTANDING | 128,951.48 |
| CLEARED     | .00        |
| VOIDED      | .00        |

| FUND                  | TOTAL     | OUTSTANDING | CLEARED | VOIDED |
|-----------------------|-----------|-------------|---------|--------|
| 01 GENERAL FUND       | 73,298.60 | 73,298.60   | .00     | .00    |
| 02 SEWER FUND         | 45,511.68 | 45,511.68   | .00     | .00    |
| 05 CONSTRUCTION       | 4,891.00  | 4,891.00    | .00     | .00    |
| 08 LOTTERY FUND       | 3,276.00  | 3,276.00    | .00     | .00    |
| 09 GOLF COURSE FUND   | 1,943.20  | 1,943.20    | .00     | .00    |
| 15 OFF-STREET PARKING | 31.00     | 31.00       | .00     | .00    |

|              |            |
|--------------|------------|
| REPORT TOTAL | 128,951.48 |
| OUTSTANDING  | 128,951.48 |
| CLEARED      | .00        |
| VOIDED       | .00        |

|                          |              |
|--------------------------|--------------|
| + Gross Payroll 10/31/08 | 195,747.52   |
| GRAND TOTAL              | \$324,699.00 |

APPROVED BY COUNCIL MEMBERS 11/4/08

\_\_\_\_\_  
 COUNCIL MEMBER

\_\_\_\_\_  
 COUNCIL MEMBER

\_\_\_\_\_  
 COUNCIL MEMBER

\_\_\_\_\_  
 COUNCIL MEMBER

\_\_\_\_\_  
 COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2008 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>                |
|--|---|-------------------------------------|
| AMEND MUNICIPAL CODE<br>SECTION 71.111 - SPEED<br>LIMIT EXCEPTIONS | RESOLUTION<br>◆ ORDINANCE<br>RECEIVE/FILE | JOE SOUCIE<br>PUBLIC WORKS DIRECTOR |

**SYNOPSIS**

An ordinance has been prepared to amend the City of La Vista Municipal Code Section 71.111 in order to make exceptions to the general speed limits within the city set forth in §71.110.

**FISCAL IMPACT**

NA

**RECOMMENDATION**

Approval

**BACKGROUND**

The La Vista Municipal Code establishes speed limits for all public roadways within the city. Recommended changes to the code are a result of recent annexations. It is also recommended that 96<sup>th</sup> Street from Giles Road south to Portal Road be changed from 35 mph to 45 mph in order to stay consistent with the posted speed limit north and south of this section. Portal Road from 96<sup>th</sup> Street to 107<sup>th</sup> Street and West Giles Road from Giles Road to the BNSF Railroad Crossing are being added to the traffic code.

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

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 71.111; TO REPEAL CONFLICTING ORDINANCES 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. Section 71.111. Section 71.111 of the La Vista Municipal Code is amended to read as follows:

**§ 71.111 EXCEPTIONS.**

(A) The driver of an emergency vehicle, except wreckers towing disabled vehicles and highway maintenance vehicles and equipment, may as set forth in § 71.108 and Neb. RS 60-6,114 exceed the maximum speed limits set forth in § 71.110, so long as he or she does not endanger life, limb, or property. (Neb. RS 60-6,114) ('79 Code, § 5-409)

(B) The following are specific exceptions to the general speed limits within the city set forth in § 71.110 above:

(1) *Highway N-85 (also known as 84th Street).* Except during school hours, no person shall operate a motor vehicle at a speed greater than 45 miles per hour on the section of Highway N-85 (also known as 84th Street) situated between the northerly and southerly corporate limits of La Vista. During school hours, no person shall operate a motor vehicle at a speed greater than 40 miles per hour in designated school zones on this section of Highway N-85.

(2) *Seventy-Second Street.* Except during school hours, no person shall operate a motor vehicle at a speed greater than 35 miles per hour on 72nd Street in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed. During school hours, no person shall operate a motor vehicle at a speed greater than 15 miles per hour in designated school zones on this section of 72nd Street.

(3) *North side of Giles Road; from 66th to 96th Street.* No person shall operate a motor vehicle at a speed greater than 35 miles per hour on the north half of Giles Road between 66th Street and 96th Street in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(4) *North and south side of Giles Road from 96th Street to 120th Street*~~Interstate 80~~. No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Giles Road between 96th Street and 120th Street~~Interstate 80~~ in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(5) *South side of Harrison Street from 69th Street to 92nd*~~96th~~ *Street.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Harrison Street between 69th Street and 92nd~~96th~~ Street in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(6) *North and south side of Harrison Street from Hell Creek to Harry Anderson Boulevard.* No person shall operate a motor vehicle at a speed greater than 45 miles per hour on Harrison Street between Hell Creek and Harry Anderson Boulevard in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(7) *96th Street from Giles Road*~~Harrison Street~~ *to Cornhusker*~~Portal~~ *Road.* No person shall operate a motor vehicle at a speed greater than ~~35~~ 45 miles per hour on 96th Street between ~~Giles Road~~~~Harrison Street~~ and ~~Cornhusker~~ Portal Road in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(8) *108th Street from Giles Road north to the Railroad Crossing*~~Chandler Road~~. No person shall operate a motor vehicle at a speed greater than 40 miles per hour on 108th Street between Giles Road and the railroad crossing~~Chandler Road~~ to the north of the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(9) *Southport East and Southport West subdivisions.* No person shall operate a motor



vehicle at a speed greater than 25 miles per hour on Westport Parkway, Southport Parkway, Port Grace Boulevard and Eastport Parkway, located within the Southport East and West subdivisions; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

~~('79 Code, § 5-406) (Ord. 85, passed --; Ord. 135, passed--; Ord. 174, passed--; Am. Ord. 304, passed 4-20-82; Am. Ord. 1012, passed 10-17-06) Penalty, see § 70.999~~

(10) Portal Road from 96th Street to 107th Street. No person shall operate a motor vehicle at a speed greater than 40 miles per hour on Portal Road between 96th Street and 107th Street in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed.

(11) West Giles Road from Giles Road to the BNSF Railroad Crossing. No person shall operate a motor vehicle at a speed greater than 45 miles per hour on West Giles Road between Giles Road and the BNSF Railroad Crossing in the city; provided, however, in those instances where a lower speed is prescribed by §§ 71.112 and 71.113, said lower speed shall be observed. ('79 Code, § 5-406) (Ord. 85, passed --; Ord. 135, passed--; Ord. 174, passed--; Am. Ord. 304, passed 4-20-82; Am. Ord. 1012, passed 10-17-06) Penalty, see § 70.999

SECTION 2. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 3. Severability. 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 or constitutionality 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, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER 2008.

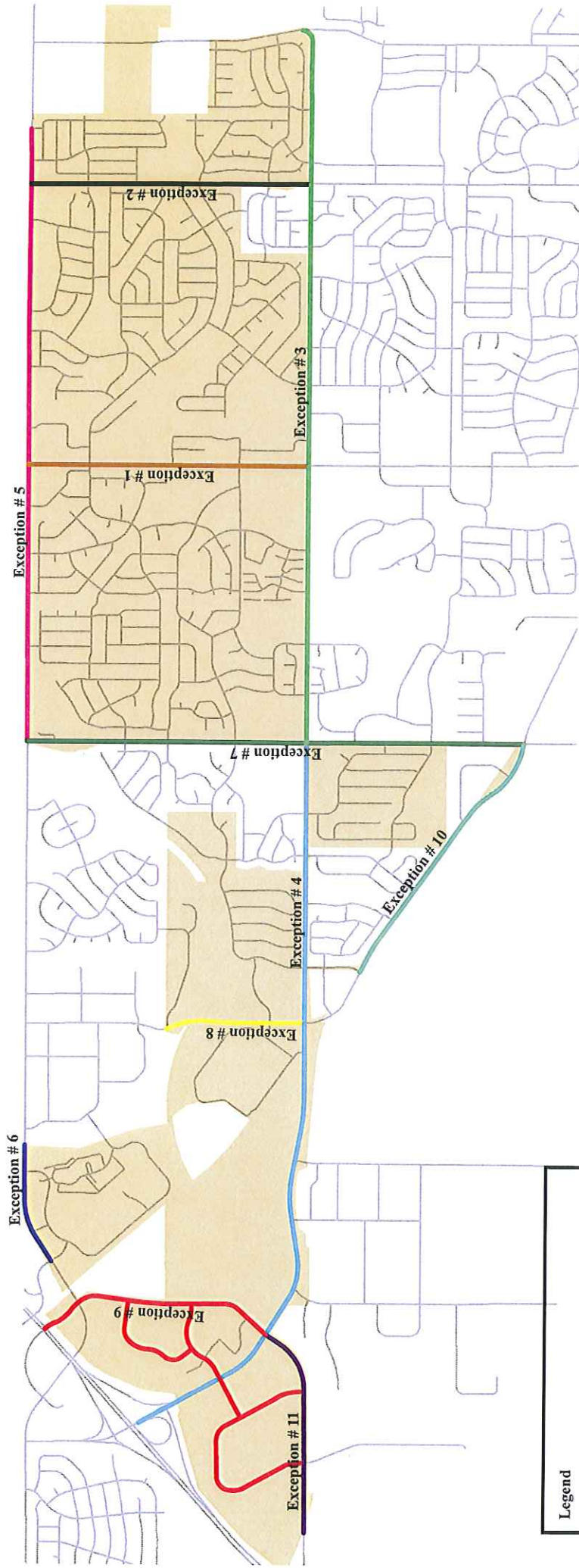
CITY OF LA VISTA

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

ATTEST:

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

# Exhibit to Ordinance \_\_\_\_\_



**Legend**

**La Vista Municipal Code**

**Speed Limit Exception:**

- 1 - 84th St
- 2 - 72nd St
- 3 - Giles Rd (66th - 96th)
- 4 - Giles Rd (69th - 1-80)
- 5 - Harrison St (69th - 96th)
- 6 - Harrison St segment
- 7 - 96th St (Harrison - Portal)
- 8 - 108th St (Chandler to Giles)
- 9 - Southport East and West
- 10 - Portal Rd (96th - 107th)
- 11 - West Giles Rd (Giles - BNSF)

**Roads**

**La Vista City Limits**





**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2008 AGENDA**

| <b>Subject:</b>                       | <b>Type:</b>                              | <b>Submitted By:</b>     |
|---------------------------------------|---|--------------------------|
| APPROVAL - SATELLITE<br>KENO LOCATION | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAM BUETHE<br>CITY CLERK |

**SYNOPSIS**

A resolution has been prepared to authorize a satellite keno location for La Vista, Keno, Inc. at Island Bar and Grill, 7826 South 123<sup>rd</sup> Plaza, La Vista NE effective November 1, 2008.

**FISCAL IMPACT**

It is anticipated that a satellite location could increase the handle for La Vista, Keno, Inc. which in turn could increase the City's monthly keno revenue.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On August 5, 2008, the City awarded a contract to La Vista Keno, Inc. for operation of a municipal keno-type lottery commencing October 1, 2008 through September 30, 2018. The terms of this contract allowed for the establishment of satellite locations with the approval of the City of La Vista.

On September 16, 2008 the City passed ordinance 1073 which provided qualification standards for Keno lottery sales outlet locations. La Vista Keno and Fields Inc. dba Island Bar and Grill have met the standards set forth by the City of La Vista and are requesting approval of this satellite location effective November 1, 2008.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT FIELDS, INC. D/B/A ISLAND BAR AND GRILL, 7826 SOUTH 123RD PLAZA, LA VISTA NEBRASKA EFFECTIVE NOVEMBER 1, 2008.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, requires La Vista Keno, Inc. to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, La Vista Keno, Inc. has proposed a satellite location for the City's keno lottery game at Fields, Inc. d/b/a Island Bar and Grill, located at 7826 South 123<sup>rd</sup> Plaza, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated October 19, 2008, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at Fields, Inc. d/b/a Island Bar and Grill, 7826 South 123rd Plaza, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at Fields, Inc. d/b/a Island Bar and Grill, 7826 South 123rd Plaza, La Vista NE, and further approve the owner and operator thereof, Fields, Inc., effective November 1, 2008 and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Fields, Inc. or any stock of Fields, Inc. shall require prior written approval of the City of La Vista;
- c. The satellite, Fields, Inc. and stockholders of Fields, Inc. shall be bound by the Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc. and owe to La Vista Keno, Inc. all responsibilities and obligations which La Vista Keno, Inc. and its owner by said Lottery Operator Agreement, as personally guaranteed, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Fields, Inc. and its stockholders;

- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

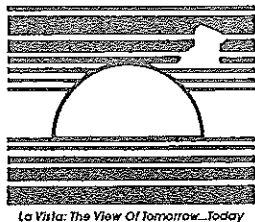
PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER, 2008.

CITY OF LA VISTA

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

ATTEST:

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



**LA VISTA  
KENO**

**Pamela A Buethe, City Clerk  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128-2198**

**10-21-08**

**RE: La Vista Keno Satellite Location  
Island Bar and Grill**

**Dear Ms. Buethe,**

**I am writing to inform you of the decision to have Larry Fields of Fields, Inc., as an authorized Satellite Location of La Vista Keno. The location of this satellite is:**

**Island Bar and Grill  
7826 South 123<sup>rd</sup> Plaza  
La Vista, NE 68128  
(402) 933-7330**

**Also attached is the Form 50G filled out by Mr. Fields for the Satellite location and a copy of the Satellite Agreement between Island Bar and Grill and La Vista Keno, Inc.**

**We would like to get this application placed on the City Council Agenda as the earliest possible date. The equipment has been ordered and should arrive within the next 2 weeks.**

**If you should need any further information or have any questions, please feel free to contact me at the below Office phone number.**

**Sincerely,**

**Richard T Bellino  
CEO – La Vista Keno, Inc.**

**LAVISTA KENO, INC.  
SATELLITE AGREEMENT**

This agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of October, 2008, between LAVISTA KENO, INC., a Nebraska corporation (hereinafter "LaVista Keno"), and FIELDS INC., a Nebraska corporation, located at 7826 South 123<sup>rd</sup> Plaza, LaVista, Nebraska, 68128, d/b/a ISLAND BAR & GRILL (hereinafter "Island").

**RECITALS**

WHEREAS, LaVista Keno recently executed a Lottery Operating Agreement with the City of LaVista, Nebraska, (hereinafter the "City"), to become effective October 1, 2008, whereby the City granted LaVista Keno the exclusive right to operate a keno-type lottery (hereinafter "keno") within the city limits of the City; and

WHEREAS, the Lottery Operating Agreement provides that the City and LaVista Keno are contemplating the establishment of a keno satellite location on Island's business premises; and

WHEREAS, LaVista Keno and Island have reached an agreement for the establishment of a keno satellite location on Island's premises and wish to memorialize said agreement below.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth herein, and subject to the conditions set forth below, LaVista Keno and Island covenant and agree as follows:

1. Conditions Precedent. This Agreement shall not become effective unless and until the following events occur: (1) Island obtains all necessary permits, licenses, and approvals, including but not limited to a federal wagering stamp, appropriate licenses, and permits required by the Charitable Gaming Division of the Nebraska Department of Revenue; and (2) LaVista Keno obtains the written consent of the City approving the establishment of a satellite location on Island's premises.
2. Compliance with Governing Law. Island shall comply and conform with the Nebraska County and City Lottery Act, Neb. Rev. Stat. §§ 9-601 et seq., and all other applicable federal, state, and local laws, rules, regulations, and ordinances, as now existing or hereafter amended, adopted, or replaced, whether applicable to the operation of keno its premises or the operation of its business. If LaVista Keno determines, at its own discretion in good faith, that this agreement is affected by any subsequent action of the federal, state, or local government, LaVista Keno shall have the right to modify any of the provisions herein to such reasonable extent necessary to carry out the purposes of this Agreement.
3. Lease of Island's Premises. Island shall lease to LaVista Keno a portion of its premises (hereinafter the "leased area"), which is to be mutually agreed upon by the parties hereto and sufficient to allow the operation of keno and the placement of necessary equipment. Island shall permit LaVista Keno to enter the Island premises during Island's normal business

hours for purposes of inspecting the leased area, repairing keno-related equipment, or reviewing keno records as set forth in Paragraph 8.

4. Rent for Leased Premises. LaVista Keno shall pay rent for the leased area on a monthly basis in an amount equal to 3 % of the first \$35,000.00 wagered on keno each month at Island, plus 4 % of the next \$25,000.00 wagered on keno each month at Island, plus 6 % of any amount in excess of \$60,000.00 wagered on keno each month at Island (the amount wagered on keno at Island's premises is hereinafter referred to as the "handle"). LaVista Keno shall pay rent each month on a date to be mutually agreed upon by the parties hereto. LaVista Keno may withhold or offset rent against any amounts owed by Island under this Agreement. SEE EXAMPLE "A" R 7 B L E F

5. Minimum Handle. Island shall maintain a minimum handle of \$35,000 per month. If the average handle is below \$25,000 for any six (6) month period, LaVista Keno may terminate this agreement upon 30 days written notice to Island.

6. Keno Staffing. LaVista Keno shall train Island's staff in accordance with federal, state, and local laws, rules, regulations, and ordinances. Only those staff members who have been trained by LaVista Keno or approved by LaVista Keno are permitted to participate in the operation of keno on Island's premises.

7. Keno Operations. Island shall make keno available to its patrons during normal business hours and prominently display all promotional or informational material provided by LaVista Keno. Island shall comply with and operate keno pursuant to LaVista Keno's Pay Book, attached hereto as Exhibit "1", and LaVista Keno's Writer's Manual, attached hereto as Exhibit "2" (hereinafter collectively the "Keno Rules"), as are in effect from time to time and which are incorporated herein by this reference. Island shall provide and maintain, at its own expense, electrical power, phone lines, or other means of communication designated by LaVista Keno. Island shall ensure, at its own expense, that keno is operated in a safe, clean, lawful, and respectable manner on its premises and that it will make no changes to its premises that adversely affect keno operations. Island shall use its best efforts to prevent cheating with respect to keno, including, but not limited, to tampering with keno equipment or supplies. Island shall immediately report any cheating or suspicion of cheating to LaVista Keno.

Island shall use reasonable efforts to ensure that all persons playing keno on Island's premises are limited to patrons physically present on its premises. Island shall redeem all winning tickets in the presence of all persons who purchased tickets for the keno game on its premises. Any winning ticket of Two Hundred Fifty Dollars (\$250) or more, or any ticket which requires the disclosure information for purposes of a W-2G tax form or any other form required by law, shall be redeemed at LaVista Keno's premises, located at 7101 South 84<sup>th</sup> Street, LaVista, NE 68128.

8. Records, Bookkeeping, Taxes, and Insurance. Island shall maintain current, complete, and accurate records pertaining to the operation of keno on its premises which are separate and apart from records pertaining to its business. All Island records shall be made available to LaVista Keno or any governmental entity upon request. LaVista Keno shall be entitled to enter onto Island's premises at any time that Keno is operated on Island's premises,

**Example A:** *233 L E F*

**Gross Keno Revenues of \$35,000.00**  
**Rent of 3% of \$35,000.00 = \$1,050.00**


**Gross Keno Revenues of \$50,000.00**  
**Rent of 3% of \$35,000.00 = \$1,050.00**  
**Rent of 4% of \$15,000.00 = \$ 600.00**  
**TOTALS \$50,000.00 = \$1,650.00**

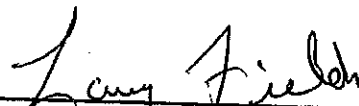
**Gross Keno Revenues of \$80,000.00**  
**Rent of 3% of \$35,000.00 = \$1,050.00**  
**Rent of 4% of \$25,000.00 = \$1,000.00**  
**Rent of 6% of \$20,000.00 = \$1,200.00**  
**TOTALS \$80,000.00 = \$3,250.00**

**Gross Keno Revenues of \$100,000.00**  
**Rent of 3% of \$35,000.00 = \$1,050.00**  
**Rent of 4% of \$25,000.00 = \$1,000.00**  
**Rent of 6% of \$40,000.00 = \$2,400.00**  
**TOTALS \$100,000.00 = \$4,450.00**

**Example B**

**In the event that Island Bar and Grill should exceed Gross Revenues of \$800,000.00 within a Calendar Year, Island Bar and Grill will receive an additional \$5,000.00 Bonus.**

  
\_\_\_\_\_  
**Richard T Bellino**  
**La Vista Keno, Inc.**

  
\_\_\_\_\_  
**Larry Fields**  
**Fields, Inc.**



without notice, for purposes of auditing, reconciling, contributing to or withdrawing Keno Funds, as defined in Paragraph 11. Island shall physically deliver to LaVista Keno all paperwork relevant to keno wagering transactions, including but not limited to pay tickets. These deliveries shall be made on a daily basis, including weekends and holidays, at the same time and in the same manner as the delivery of Keno Funds required under Paragraph 12 of this Agreement. Island shall pay all applicable taxes pertaining to the operation of keno at its premises, including, but not limited to, federal, state, and local excise and occupational taxes. Island shall maintain the confidentiality of all materials, records, and information provided by LaVista Keno and shall return the same to LaVista Keno upon request or termination of this Agreement. Island shall maintain commercially reasonable insurance, including, but not limited to, public liability insurance, which names LaVista Keno as an additional insured. Island shall also maintain an insurance policy covering theft in the amount of at least fifty thousand dollars (\$50,000). Certificates evidencing these insurance policies shall be provided to LaVista Keno upon request.

9. Equipment. LaVista Keno shall maintain any necessary central computer for keno operations on Island's premises, and shall provide Island with the equipment and supplies necessary for the operation of keno on its premises (hereinafter "equipment"). LaVista Keno shall train one or more of Island's staff in operation of the equipment. LaVista Keno shall repair and, if necessary, replace defective equipment. LaVista Keno does not guarantee that the operation of keno or the equipment will be uninterrupted or error-free, and LaVista Keno will not be in breach of this Agreement if its performance is prevented for reasons beyond its control, including, but not limited to, computer or communications failure. All equipment shall remain property of LaVista Keno, shall not be considered a fixture on Island's premises, and shall be returned to LaVista Keno upon termination or discontinuation of this Agreement. LaVista Keno may add to, remove from, or alter the equipment at any time. Island shall exercise due care to safeguard the equipment and shall notify LaVista Keno immediately upon discovery of lost, stolen, damaged, or destroyed equipment, or equipment that appears to be malfunctioning. Island shall reimburse LaVista Keno for any losses sustained as a result of Island's failure to comply with the foregoing or its intentional misconduct. If LaVista Keno determines in good faith that video surveillance is necessary, Island shall install video cameras on its premises, at its own expense, for purposes of surveillance. Island shall store and maintain any and all surveillance tapes or recordings on its premises and shall deliver any and all surveillance tapes or recordings to LaVista Keno upon request.

10. Marketing and Protection of Marks. LaVista Keno may market or promote keno on Island's premises, at its own expense, as it deems necessary (e.g., with signs and posters). Island acknowledges that the name "LaVista Keno" and any other names, marks, or slogans published or distributed by LaVista Keno is property of LaVista Keno, whether or not trademarked. Island shall take no action which impairs LaVista Keno's ownership of the property referred to in this Paragraph, and shall obtain the written consent of LaVista Keno prior to advertising or promoting keno on Island's premises.

11. Keno Funds. Island shall require all wagers on keno on its premises to be paid in cash, meaning valid U.S. Currency, to be paid at the time each wager is made. If Island chooses to cash checks for its patrons, it does so separately, at its own risk, and shall not accept checks in the name of LaVista Keno. All cash proceeds of keno wagers and any non-cash proceeds that Island accepts in violation of this Agreement (hereinafter collectively "Keno Funds") shall be the

exclusive property of LaVista Keno. Island shall hold Keno Funds in trust for LaVista Keno, keep Keno Funds separate from Island funds, and prevent Island's creditors or other third parties from obtaining any interest in Keno Funds. All Keno Funds in Island's possession shall be stored in safe on Island's premises prior to delivery of the Keno Funds pursuant to Paragraph 12 of this Agreement. Island shall reconcile the handle, payouts, and deposits on a daily basis.

Prior to commencement of keno operations on Island's premises, LaVista Keno shall provide Island One Thousand Five Hundred Dollars (\$1,500) as initial seed money. At the close of each business day, and prior to any deposits required in this Agreement, Island shall set aside One Thousand Five Hundred Dollars (\$1,500) in Keno Funds as seed money for the following day's keno operations. If at any time there is less than One Thousand Five Hundred Dollars (\$1,500) in Keno Funds on Island's premises, Island shall immediately contact LaVista Keno and LaVista Keno shall replenish the Keno Funds on Island's premises accordingly. All funds set aside as seed money, including the initial funds provided by LaVista Keno, are the sole property of LaVista Keno and shall in no way be considered funds belonging to Island. Island shall maintain records of said daily reconciliation in accordance with Paragraph 8 of this Agreement. Island shall be responsible for any handle, payout, or deposit shortage that is evident from said daily reconciliation. If shortages occur on a consistent basis, as determined in good faith by LaVista Keno, LaVista Keno may demand that Island take appropriate corrective measures.

12. Delivery of Keno Funds. Island shall physically deliver to LaVista Keno all Keno Funds, less prizes paid in accordance with the Keno Rules, on a daily basis, including weekends and holidays, no later than by 9:00 a.m. each day. These deliveries shall be made via hand delivery at LaVista Keno's premises located at located at 7101 South 84<sup>th</sup> Street, LaVista, NE 68128. Deliveries under this paragraph shall be made simultaneously with the delivery of records required under Paragraph 8 of this Agreement. LaVista Keno may demand additional deliveries if it determines in good faith that such additional deliveries are necessary as a result of the daily handle.

13. Other Gambling Operations. If gambling activities not contemplated in this Agreement are legalized in the future, and Island wishes to offer these activities, LaVista Keno and Island shall use their best efforts to make these activities available on mutually agreed-upon terms. While this Agreement is in effect, Island shall not permit anyone other than LaVista Keno to offer, supply, or install gambling activities on Island's premises, other than pickle cards as allowed by the Nebraska Pickle Card Lottery Act. As security for Island's performance under this Paragraph and payment for LaVista Keno's damages occasioned hereby, Island hereby grants LaVista Keno a security interest in and assigns to LaVista Keno any rents, payments, and other revenues to which Island may be entitled with respect to any gambling activities prohibited by this Paragraph.

14. Covenant not to Compete. For a period of ten (10) years following the final effective date of this Agreement or any successor agreement between the parties hereto, Island shall not, directly or indirectly, alone or in association with others, in its capacity as partner, shareholder or other legal or beneficial capacity, or otherwise, or through or in connection with any corporation, partnership or other form of business entity, engage or attempt to engage in any business competitive with or substantially similar to the business of LaVista Keno within the

corporate limits of the City of LaVista, Nebraska. Island acknowledges and agrees that, in the event it shall violate or breach the terms of this Paragraph, LaVista Keno will not have adequate remedy by law and shall have the right to obtain, in addition to other remedies, a temporary and/or permanent injunction to order Island to obey the terms of this Paragraph, reasonable attorney's fees and costs of court incurred in enforcing this Paragraph.

15. Term and Effective Date. Subject to the conditions contained in Paragraph 1, this Agreement shall become effective on November 1, 2008. This Agreement shall remain effective until October 31, 2009, and shall thereafter be automatically renewed for up to five (5) additional terms of one year each, unless LaVista Keno or Island has provided written notice of non-renewal at least thirty (30) days prior to commencement of the next renewal term. The last day that this Agreement may be effective is October 31, 2013.

16. Indemnification. Island shall indemnify, defend, and hold LaVista Keno harmless from and against any and all losses, costs, expenses (including reasonable attorney's fees), and damages arising out of or related to: (a) Island's breach of this Agreement, (b) a third party's claim based on the wrongful conduct of Island, Island's staff, or Island's patrons, or (c) the conduct of Island's business or the condition of Island's premises. This paragraph shall not apply to the extent that the sole proximate cause of proven damages is LaVista Keno's own negligence or willful misconduct.

17. LaVista Keno's Right to Terminate or Discontinue. LaVista Keno may terminate this Agreement early, or discontinue its responsibilities under this Agreement without causing a termination hereof, if any of the following occur: (a) LaVista Keno's rights under its Lottery Operating Agreement with the City are altered in such a way that makes performance under this Agreement unlawful, improper, impracticable, or unprofitable; (b) Island fails to maintain the licenses and permits described in Paragraph 1 of this Agreement; (c) Island fails to comply with the governing law described in Paragraph 2 of this Agreement; (d) Island fails to meet the minimum handle requirements described in Paragraph 5 of this Agreement; (e) Island discontinues staffing or keno operation for any reason, without the prior written consent of LaVista Keno; (f) Island otherwise materially defaults under this Agreement and fails to cure the default upon thirty (30) days after receipt of written notice from LaVista Keno, specifying the default to be corrected; (g) there is a change in ownership of Island's business or a materially adverse change in Island's business or financial condition, as determined in good faith by LaVista Keno; or (h) LaVista Keno determines, at its own discretion in good faith, that this agreement is affected by subsequent action of the federal, state, or local government that makes performance under this Agreement unlawful, impracticable or unprofitable.

18. Island's Right to Terminate or Discontinue. Island may terminate this Agreement early if LaVista Keno materially defaults hereunder, and fails to cure said default within thirty (30) days after receipt of written notice from Island, specifying the default to be corrected. Island may discontinue staffing keno operations on its premises under this Agreement if: (a) LaVista Keno proposes a rent reduction under Paragraphs 2 or 6 and Island provides written notice to LaVista Keno that it rejects the rent modification within thirty (30) days of receipt of such proposal; (b) Island determines, in good faith, that continued staffing would be impracticable or unprofitable, or (c) Island determines that LaVista Keno is unable to provide the additional gambling operations that Island desires pursuant to Paragraph 13 of this Agreement.

Discontinuation of keno operations under this Paragraph shall not be considered termination of this Agreement. LaVista Keno may, but is not required to, staff the keno operations on Island's premises if Island discontinues staffing, and may reduce rent under Paragraph 4 by the cost of LaVista Keno's staffing. If Island discontinues staffing, any recommencement thereof by Island will be subject to the approval of LaVista Keno and applicable governmental entities. In no event shall LaVista Keno's liability arising out of or related to this Agreement exceed two (2) months rent due to Island hereunder.

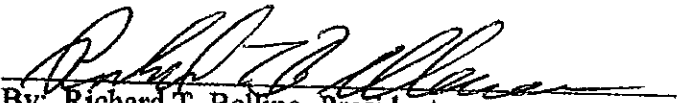
19. Remedies. If LaVista Keno terminates this Agreement early or exercises its right to discontinue in accordance with Paragraph 17, except as provided under sections (a) and (h) of Paragraph 17, LaVista Keno shall be entitled to recover damages, in addition to other rights and remedies available at law or equity. LaVista Keno's damages shall be no less than the product of Five Thousand Dollars (\$5,000) multiplied by the number of months remaining until October 31, 2013, the final effective date of this Agreement referred to in Paragraph 15. LaVista Keno shall not be entitled to damages under this Paragraph based solely on sections (d), (e), or (f) of Paragraph 17, provided that Island continues to comply with all other terms of this Agreement. LaVista Keno shall be entitled to specific performance and/or injunctive relief, to the extent available at law, to enforce the terms of this Agreement, including, but not limited to, injunctive relief against third parties in violation of Paragraph 13.

20. Transferability. Island may not transfer its rights or duties under this Agreement to any other party or any other premises, without the prior written consent of LaVista Keno. Any attempted transfer in violation of this Paragraph shall be considered a material breach of this Agreement.

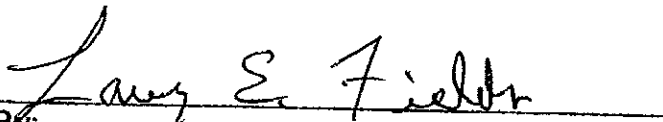
21. Miscellaneous. This Agreement shall create an independent contractor relationship between Island and LaVista Keno. In no way shall this Agreement be construed to create an employment, agency, partnership, or other type of relationship where one party can legally bind the other. All notices required in this Agreement shall be offered in writing and submitted by personal delivery or by registered or certified mail. No waiver under this Agreement shall be effective unless in writing, and no waiver shall be considered a waiver of any other default. Except as otherwise provided herein, the terms of this Agreement may be modified or amended only by a written agreement executed by all parties hereto. This Agreement supersedes in all respects all agreements, leases, arrangements or understandings, whether oral or written between Island and LaVista Keno. The captions on the paragraphs of this Agreement are for convenience or reference only and they shall not affect in any way the meaning or interpretation of this Agreement. The invalidity or enforceability of any provision, or portion thereof, of this Agreement, shall not affect the remainder of that provision or any other provision of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Agreement specifically covenant and agree that facsimile signatures on one or more of the counterparts shall be acceptable for all purposes and shall be legally binding upon the party(ies) executing the Agreement upon facsimile transmission of the Agreement to any other party to the Agreement.

DATED this 14 day of October, 2008.

LAVISTA KENO, INC.,

  
By: Richard T. Bellino, President

FIELDS, INC., d/b/a ISLAND BAR AND GRILL,

  
By:

PLEASE DO NOT WRITE IN THIS SPACE

1 Nebraska I.D. Number of County, City, or Village

521183

2 County, City, or Village Name as shown on Form 50G

LAVISTA

SALES OUTLET LOCATION INFORMATION (Attach additional sheet if necessary)

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

3 Nebraska Identification Number

001-010128441

4 Federal I.D. or Social Security Number

87-08/0088

5 Type of Application:

☒ New ☐ Renewal ☐ Report Changes ☐ Cancel

BUSINESS NAME AND LOCATION ADDRESS

Name

Fields, Inc

BUSINESS NAME AND MAILING ADDRESS

Business Name

Same

Trade Name of Business (If Different Than Above)

Island Bar & Grill

Street or Other Mailing Address

Street Address

7826 S. 123rd Plz

City

State

Zip Code

City

Lavista

State

NE

Zip Code

68128

County

Sarpy

Nebraska Liquor License Number

79069

6 Type of Ownership

☐ Sole Proprietorship ☐ Domestic Corporation ☐ Limited Liability Company ☐ Nonprofit Corporation or Organization  
☐ Partnership ☐ Foreign Corporation ☐ Domesticated Corporation ☒ Other S-Corp

7 Location Type

☒ Keno Satellite  
☐ Keno Independent Game

8 List the social security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

- a. If a sole proprietorship, list the individual owner.  
b. If a partnership, list each partner and spouse.  
c. If a corporation, list each officer and spouse and each person holding ten percent or more of the debt or equity of the applicant corporation. If any person holding ten percent or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding ten percent or more of the debt or equity of any such partnership, limited liability company or corporation.  
d. If a limited liability company, list each member and spouse.  
e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.  
(Attach additional sheet if necessary)

| Social Security Number | Name, Address, City, State, Zip Code (See instructions) | Date of Birth | Type of Involvement and Percentage of Ownership |
|------------------------|---|---------------|---|
| [REDACTED]             | William Fields, 9516 Park Dr #102 Omaha, NE 68127       | 1/29/56       | Pres. 33%                                       |
| [REDACTED]             | Larry E Fields, 7407 S. 77th Ave, Lavista, NE           | 12/28/51      | VP 33%  |
| [REDACTED]             | Willetta S. Fields, 7407 S. 77th Ave, Lavista, NE 68128 | 3/29/52       | Sec/Tre 33%                                     |

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

☐ YES ☒ NO

If Yes, in the case of an individual, identify the social security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer identification number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.  
If Yes, see instructions. ☐ YES ☒ NO

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within ten years preceding the date of this application?  
If Yes, see instructions. ☐ YES ☒ NO

11 Has each of the individuals listed in line 8 above filed fingerprint cards and proper fees for criminal background investigation with the Nebraska State Patrol, or when applicable, attached a signed affidavit for each spouse waiver?  
(See instructions) ☒ YES ☐ NO

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

If Yes, attach a detailed explanation of such interests.

☐ YES ☒ NO

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

If Yes, attach a detailed explanation of such interests.

☐ YES ☒ NO

14 Do any of the individuals listed in line 8 above currently hold or have any of the individuals previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? Active

☒ YES ☐ NO If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign  
here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application:

Name Larry E. Fields

Vice President

Title

10-20-08/402 933-7330

Date

Daytime Telephone Number

Vice President

Title

Daytime Telephone Number (402) 933-7330

AUTHORIZATION—Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign  
here

Authorized Signature

Title

Date

Daytime Telephone Number

Mail the original application to: NEBRASKA DEPARTMENT OF REVENUE, CHARITABLE GAMING DIVISION, P.O. BOX 94855, LINCOLN, NE 68509-4855  
Please make a copy for your records.

9-132-1993 Rev. 6-2007 Supersedes 9-132-1993 Rev. 6-2006

## INSTRUCTIONS

**WHO MUST FILE.** Any individual, business, nonprofit organization, or nonprofit corporation that has contracted with a lottery operator to conduct a lottery on behalf of a county, city, or village must apply for and obtain a lottery sales outlet location license. This includes any individual or business whose only involvement with the operation of the lottery is the provision of space to the lottery operator, even if the space is leased to and staffed by the lottery operator.

**WHEN AND WHERE TO FILE.** All licenses issued to any lottery sales outlet location expire on May 31 of every even-numbered year and may be renewed on a biennial basis. The Nebraska Schedule II - County/City Lottery Sales Outlet Location Application may be submitted with the Nebraska Application for County/City Lottery, Form 50G, and the Nebraska Schedule I - County/City Lottery Operator Application, or submitted separately if the county, city, or village and lottery operator are already licensed. Applications for license renewal must be submitted to the Nebraska Department of Revenue at least 60 days prior to the expiration date of the license.

The Nebraska Schedule II may also be utilized during the period covered by the license to report changes in the application information or to cancel the license. Any changes in the information originally submitted on the application must be provided to the Department within 30 days of such changes.

Mail the Nebraska Schedule II and attachments to the Nebraska Department of Revenue, Charitable Gaming Division, P.O. Box 94855, Lincoln, Nebraska 68509-4855. Please make a copy of this application for your records.

### SPECIFIC INSTRUCTIONS

**DEFINITION.** Sales outlet location as it applies to keno means a location other than the lottery operator location where keno wagers are placed. This includes any person whose only involvement with the operation of the lottery is the provision of space to the county, city, village, or lottery operator for a satellite location or independent location even if the space is leased to and staffed by the county, city, village, or lottery operator. Sales outlet location as it applies to a ticket drawing means a location where lottery tickets are sold.

**TYPE OF OWNERSHIP.** Enter the type of ownership under which your business is operated. Partnership includes all types of partnerships such as general, limited, and joint ventures. A domestic corporation is a corporation which is organized under the laws of Nebraska and has qualified to do business in this state. A foreign corporation is a corporation which is organized under the laws of another state. A domesticated corporation is a foreign corporation that is domesticated in Nebraska.

**LINE 7.** A keno satellite location is separate from a main keno location and electronically linked to the main location, but does not conduct its own winning number selection. An independent keno game location is not electronically linked to another location and does conduct its own winning number selection.

**LINE 8.** Identify the social security number, name, address, date of birth, type of involvement (owner, member, partner, officer, debt or equity holder, or spouse) and percentage of ownership of each person who has any interest in the entity to be licensed as a lottery sales outlet location. If a nonprofit organization or nonprofit corporation, identify each officer and the individual designated as manager.

A person is a debt holder of the corporation, partnership, or limited liability company if such person holds any mortgages, notes, bonds, convertible debentures, or other obligations, whether written or oral, issued by the corporation, partnership, or limited liability company. For purposes of this application, a debt holder does not include any financial institution organized or chartered under the laws of Nebraska, any other state, or the United States relating to banks, savings institutions, trust companies, savings and loan associations, credit unions, installment loan licensees, or similar associations organized under the laws of Nebraska and subject to supervision by the Department of Banking and Finance. A person is an equity holder of the corporation, partnership, or limited liability company if such person holds any capital stock, whether common or preferred, or any ownership interest or share issued by the corporation, partnership, or limited liability company.

**LINE 9.** Identify any person(s) who have an ownership interest in the license applicant not listed in Line 8. Owner means a person with a right to share in the profits, losses, or liabilities of an applicant or licensee. The term includes loan guarantors who make actual debt payments for or contribute capital to a license applicant or licensee with a contingent right to share in the profits, losses, or liabilities of the operation. The term ownership interest is synonymous with owner.

**LINES 10a and 10b.** If the "Yes," box is checked, provide an attachment with the following information, if known:

1. The date and place the incident occurred.
2. The court case or docket number under which it is filed.
3. The original charge and ultimate disposition of the matter.
4. A description of the events which are the subject of the incident.

**LINE 11.** Nebraska Revised Statutes, Section 9-1,104, requires all new applicants for a sales outlet location license to be fingerprinted for criminal background investigation purposes. Please refer to the **Instructions for Completing Fingerprint Application** to determine who is subject to this requirement. Fingerprinting of a spouse will be waived if an Affidavit by Spouse for Waiver of Fingerprinting and/or Personal History Record and Background Disclosure Form for Charitable Gaming Licensees accompanies the application form. Fingerprinting may be waived for those applicants who have previously filed fingerprint cards with the Nebraska Liquor Control Commission. Each individual required to be fingerprinted must submit two fingerprint cards and the proper fees directly to the Nebraska State Patrol.

**AUTHORIZED SIGNATURES.** The application must be signed by a lottery sales outlet location owner, member, partner, officer, or person authorized by an attached power of attorney.

**COUNTY/CITY AUTHORIZATION.** The application must also be signed by a member of the governing board or a governing official of the county, city, or village as an indication of county/city/village approval of the applicant to participate in the lottery on its behalf.

Any questions regarding the completion of this application should be addressed to the Nebraska Department of Revenue, Charitable Gaming Division, P.O. Box 94855, Lincoln, Nebraska 68509-4855, telephone (402) 471-5937 or toll free (877) 564-1315. Additional information and forms may be obtained from the Department's Web site at [www.revenue.ne.gov/gaming](http://www.revenue.ne.gov/gaming).



## NEBRASKA SCHEDULE III - County/City Lottery Worker Application

FORM  
50G

• Incomplete applications will be returned

PLEASE DO NOT WRITE IN THIS SPACE

1 Nebraska I.D. Number of County, City, or Village  
521183

2 County, City, or Village Name as Shown on Form 50G  
LAVISTA

## LOTTERY WORKER INFORMATION

Your social security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery worker's license are met.

3 Social Security Number  
[REDACTED]

4 Date of Birth  
[REDACTED]

5 Type of Application  
☒ New ☐ Inactive ☐ Report Changes ☐ Renewal ☐ Cancel

Name (Last name, first name, middle name)

Fields, Larry, Eugene

Alias(es), Nicknames, Maiden Name, Other Name Changes (Legal or Otherwise)

Street or Other Mailing Address

7826 S. 123<sup>rd</sup> PLZ. Suite E & F.

City State Zip Code County  
LaVista Ne. 68128 Sarpy

## DOR USE ONLY

DOB Check

☐ Y ☐ N

Date \_\_\_\_\_

6 Provide a brief description of your duties as a county/city lottery worker by checking those items that apply to you.

## REQUIRED TO BE FINGERPRINTED (see 6a and 6b)

☐ Kenos Manager ☐ Accounting ☐ Authorized Representative ☐ Kenos Writer ☐ Security

☐ Individual other than kenos manager who has authority over verification of winning number selection by a manual or automated ball draw device ☒ Administration ☐ Governing Official ☐ Lottery Operator Officer or Owner ☐ Other (specify)

☐ Audit ☐ Kenos Runner ☐ Sales Outlet Officer or Owner

6a Have you ever been fingerprinted for a license under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, or the Nebraska County and City Lottery Act?

☒ NO ☐ YES If Yes, indicate the approximate date you were fingerprinted and the type of license involved. Date: \_\_\_\_\_ Type of License: \_\_\_\_\_

6b Have you ever been fingerprinted by the Nebraska Liquor Control Commission in conjunction with an application for a liquor license?

☐ NO ☒ YES If Yes, indicate the approximate date you were fingerprinted and the number of the liquor license. Date: November 2007

If you answered No to lines 6a and 6b, see the instructions on the reverse side of this application. Liquor License Number: 19069

## • You must answer questions 7 through 9 accurately.

7 Have you been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any FELONY OR MISDEMEANOR AT ANY TIME involving fraud, theft, any gambling activity, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This INCLUDES shoplifting or issuing bad checks.

☒ NO ☐ YES If you answered Yes, see instructions.

8 Have you been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any other felony within ten years preceding the date of this application?

☒ NO ☐ YES If you answered Yes, see instructions.

9 Have you previously worked at any other lottery conducted by a Nebraska county, city, or village or by a lottery operator or authorized sales outlet location on behalf of a Nebraska county, city, or village?

☒ NO ☐ YES If Yes, indicate the name(s) of the county, city, village, lottery operator, or sales outlet location involved. \_\_\_\_\_

## LOTTERY OPERATOR INFORMATION (Required unless working at county, city, or village location)

10 Nebraska Identification Number Name, Address, City, State, Zip Code

87-0810088 Island Bar & Grill 7829 S. 123<sup>rd</sup> PLZ. Suite E & F  
LaVista, Ne. 68128

## LOTTERY SALES OUTLET LOCATION INFORMATION (Required if working at a sales outlet location)

11 Nebraska Identification Number Name, Address, City, State, Zip Code

\_\_\_\_\_

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct.  
I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign  
hereSignature of Applicant  
Larry E. FieldsDate  
10-20-08Daytime Telephone Number  
(402) 933-7330

## AUTHORIZATION - Signature of Governing Official or Authorized Representative

sign  
here

I declare that I have examined this application and authorize the applicant to submit it to the Nebraska Department of Revenue for approval.

Signature of Governing Official or Authorized Representative  
Richard T. Bellum

Printed Name of Official or Representative

Title  
CEODate  
10-23-08Daytime Telephone Number  
402 335-1606

Mail this application to: NEBRASKA DEPARTMENT OF REVENUE, CHARITABLE GAMING DIVISION, P.O. BOX 94855, LINCOLN, NE 68509-4855

NEBRASKA DEPARTMENT OF REVENUE - White Copy

APPLICANT - Canary Copy

COUNTY, CITY, OR VILLAGE - Pink Copy



9-133-1993 Rev. 3-2003 Supersedes 9-133-1993 Rev. 7-2002





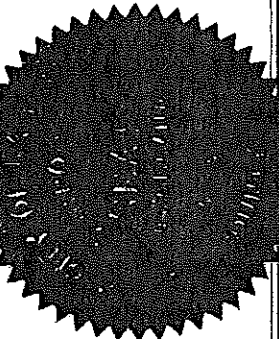
# CITY OF LA VISTA OCCUPATIONAL LICENSE - LIQUOR

Occupation tax, power to levy, exceptions. A city of the first or second class and villages may raise revenue by levying and collecting a license tax on any occupation or business within the limits of the city or village and regulate the same by ordinance. All such taxes shall be uniform in respect to the classes upon which they are imposed: Provided, all scientific and literary lectures and entertainments shall be exempt from such taxation, as well as concerts and other musical entertainments given exclusively by citizens of the city or village. See 16-205; 17-525 Revised Statutes of Nebraska, 1943.

**No. 2008-26L**

## CITY CLERK'S OFFICE TO ALL WHO SHALL SEE THESE PRESENTS:

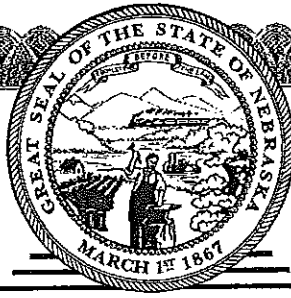
Know Ye, that, Fields Inc dba Island Bar & Grill having paid the Treasurer the sum of Six Hundred Dollars and No Cents, is hereby licensed to OPERATE A CLASS C LIQUOR LICENSE, at 7826 S 123rd Plaza, La Vista, NE within the city limits of La Vista from November 1, 2008 through October 31, 2009.



In Testimony Whereof, I, the Deputy Clerk of the said City have hereunto set my hand and affixed the Seal of said City, October 3, 2008.

*Pamela G. Dueth*  
City Clerk

# STATE OF



# NEBRASKA

## LIQUOR LICENSE

GRANTED UNDER PROVISIONS OF

NEBRASKA LIQUOR CONTROL ACT

79069

**CLASS C - ALCOHOLIC LIQ ON/OFF SALE  
(INSIDE CORPORATE LIMITS)**

**LICENSEE**  
**FIELDS INC**  
**7826 S 123RD PLAZA**

**LA VISTA NE 68128**

**PREMISE**  
**ISLAND BAR & GRILL**  
**7826 S 123RD PLAZA SARPV**

**LA VISTA NE 68128**

**LEGAL DESCRIPTION:**  
**ENTIRE ONE STORY BLDG APPROX 50' X 52'**

**WHEREAS, THE ABOVE HAS ON FILE WITH THE LIQUOR COMMISSION AN APPLICATION AND BOND AS REQUIRED BY LAW WHICH HAS BEEN DULY APPROVED, AND HAS PAID ALL FEES REQUIRED BY LAW, AS PROVIDED IN THE NEBRASKA LIQUOR CONTROL ACT**

**LICENSE PERIOD: 11/01/2008 - 10/31/2009**

**UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE PROMULGATED OR ADOPTED.**

Attest

NEBRASKA LIQUOR CONTROL COMMISSION

Executive Director

Chairman

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2008 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                 |
|---|---|--------------------------------------|
| INTERLOCAL COOPERATION AGREEMENT —<br>132 <sup>ND</sup> & WEST GILES ROAD | ♦ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | BRENDA S. GUNN<br>CITY ADMINISTRATOR |

**SYNOPSIS**

A resolution has been prepared to approve the execution of an Interlocal Cooperation Agreement with Sarpy County for improvements to the intersection of West Giles Road and 132<sup>nd</sup> Street and adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings.

**FISCAL IMPACT**

The project has three Phases. Estimated project costs for each phase is as follows:

- Phase 1 — Railroad Crossing (Quiet Zone) Improvements (\$238,245)
  - ♦ Property Owner — \$114,395
  - ♦ City of La Vista — \$61,925
  - ♦ Sarpy County — \$61,925
- Phase 2 — Short Term Improvements (\$1,800,000)
  - ♦ Federal Highway Administration (*committed*)— \$1,440,000
  - ♦ City of La Vista — \$180,000
  - ♦ Sarpy County — \$180,000
- Phase 3 — Long Term Improvements (\$10,000,000)
  - ♦ Federal Highway Administration (80-90%)
  - ♦ City of La Vista (5-10%)
  - ♦ Sarpy County (5-10%)

**RECOMMENDATION**

Approval subject to satisfactory review by the City Attorney and staff.

**BACKGROUND**

Planning for the recommended improvements has been underway since early 2004 and has involved the City of La Vista, Sarpy County, MAPA, Nebraska Department of Roads and The Shemmer Associates. The project area is located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista and as a result, Sarpy County took the lead in commissioning the study in order to determine the necessary improvements.

There are three separate components to the improvements to be undertaken pursuant to the Agreement. Phase 1 consists of railroad crossing (Quiet Zone) improvements; Phase 2 consists of interim reconstruction of the intersection of 132<sup>nd</sup> Street and West Giles Road; and Phase 3 consists of long term improvements to the intersection of 132<sup>nd</sup> Street and West Giles Road.

These projects have been included in the Capital Improvements Program and Phases 1 & 2 are funded in the current FY09 municipal budget.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA CONCERNING IMPROVEMENTS RELATED TO THE INTERSECTION OF WEST GILES ROAD AND 132<sup>ND</sup> STREET, THE ADJACENT LEGS OF WEST GILES ROAD AND 132<sup>ND</sup> STREET AND ADJACENT RAILROAD CROSSINGS, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, La Vista and Sarpy County wish to enter into mutually beneficial endeavors to improve the intersection of West Giles Road and 132<sup>nd</sup> Street, adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings; and

WHEREAS, said improvements are located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with Sarpy County, Nebraska concerning improvements related to the intersection of West Giles Road and 132<sup>nd</sup> Street, the adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

CITY OF LA VISTA

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

ATTEST:

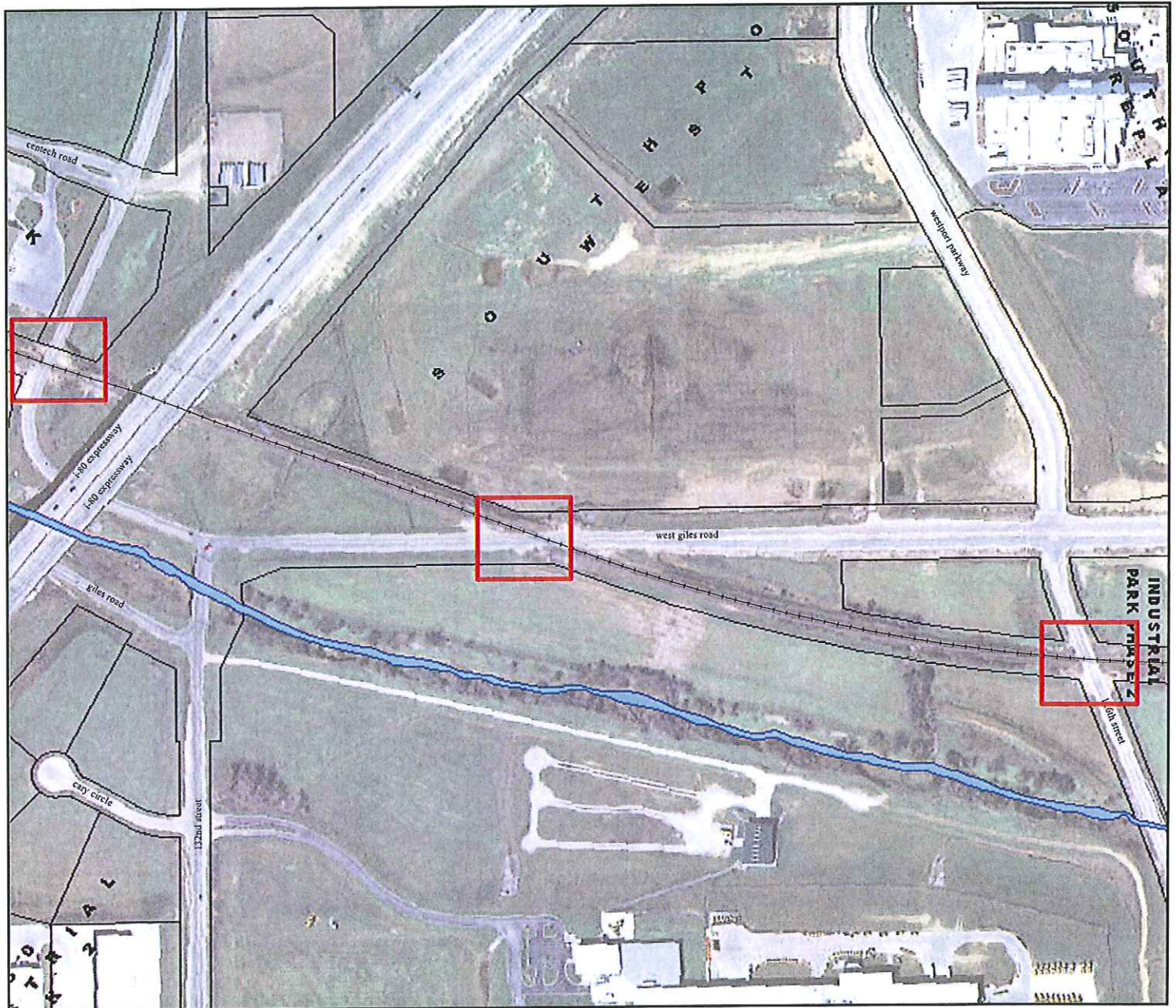
\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk





# 2009 - 2013 Capital Improvement Plan


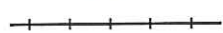



## Project Name: Southport West - Quiet Zone Study

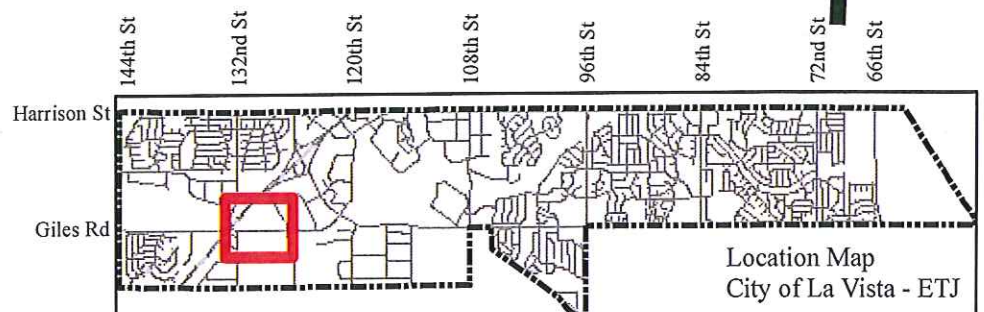


0 250 500 1,000  
Feet



### LEGEND

-  Streams
-  Rail
-  Reservoir
-  Park
-  Parcels





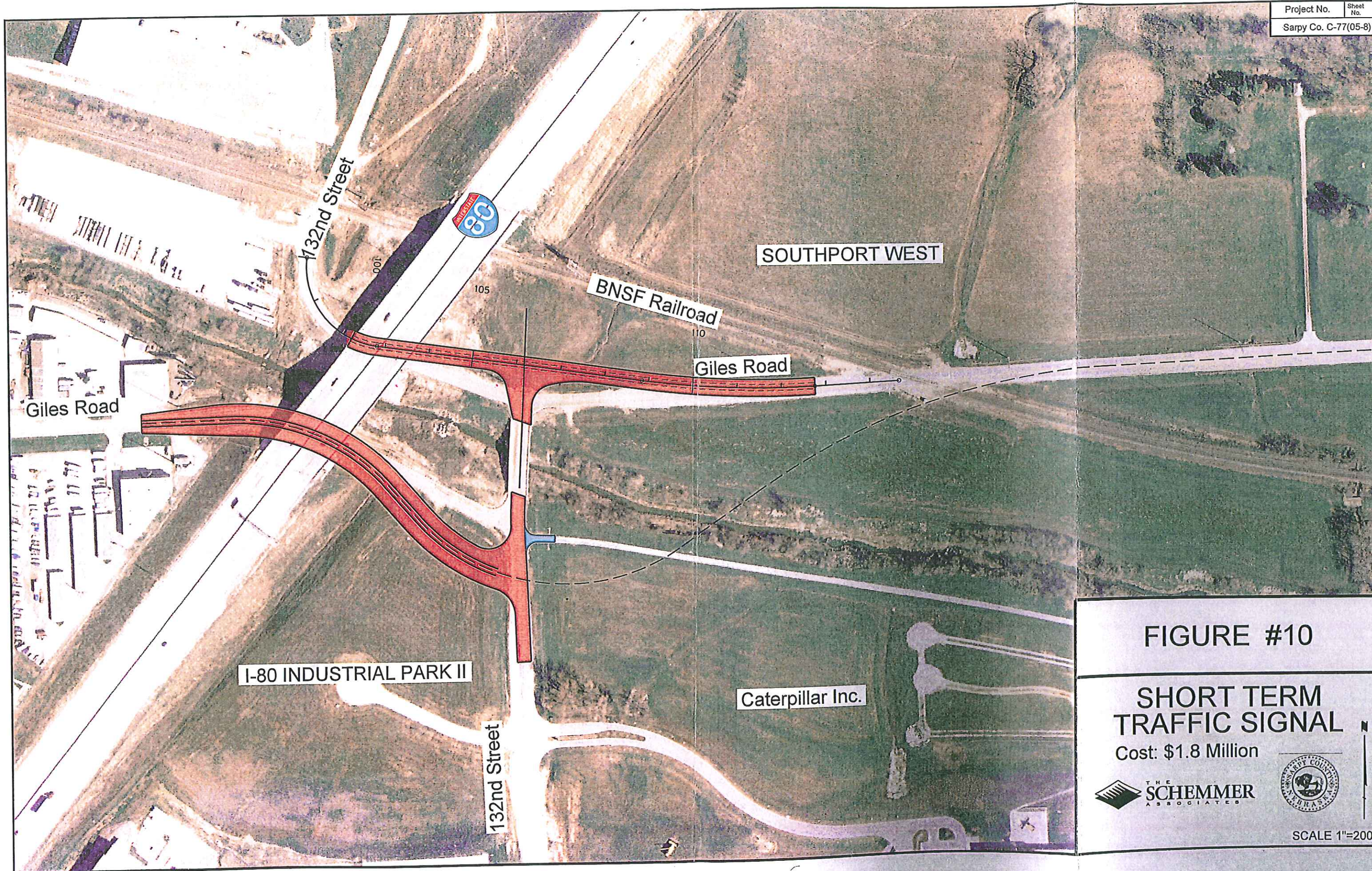


FIGURE #10

SHORT TERM  
TRAFFIC SIGNAL

Cost: \$1.8 Million

THE SCHEMMER  
ASSOCIATES



SCALE 1"=200'



**DRAFT**

10-30-08 2:30pm

**INTERLOCAL AGREEMENT**

This Interlocal Agreement is made and entered into effective as of the 1<sup>st</sup> day of April, 2007 by and between CITY OF LA VISTA, a Municipal Corporation of the State of Nebraska, hereinafter referred to as "La Vista"; and SARPY COUNTY of the State of Nebraska, hereinafter referred to as "Sarpy County" or "County".

**WITNESSETH**

WHEREAS, La Vista and Sarpy County are desirous of entering into mutually beneficial endeavors to improve the intersection of West Giles Road and 132<sup>nd</sup> Street and adjacent legs of West Giles Road and 132<sup>nd</sup> Street and adjacent railroad crossings, which locations are in Sarpy County and the extraterritorial jurisdiction of La Vista; and,

WHEREAS, there are three separate components to the improvements to be undertaken pursuant to this Interlocal Agreement. Phase 1 shall consist of railroad crossing improvements shown on Exhibit "A". Phase 2 shall consist of interim reconstruction of the intersection of 132<sup>nd</sup> Street and West Giles Road as shown on Exhibit "B". Phase 3 shall consist of long term improvements to the intersection of 132<sup>nd</sup> Street and West Giles Road as shown on Exhibit "C"; and,

WHEREAS, Phase 1 does not include any federal funding assistance, but is conditioned upon participation by adjacent landowners and/or developers; and,

WHEREAS, Phase 2 is to be funded at least 80 percent by the Federal Highway Administration and not in excess of 20 percent by the parties to this Interlocal Agreement; and,

WHEREAS, Phase 2 of this project is known as Sarpy County Project C-77(????); and,

WHEREAS, Phase 3 is to be funded at least 80 percent by the Federal Highway Administration and not in excess of 20 percent by the parties to this Interlocal Agreement; and,

WHEREAS, all entities desire to describe and define the project, phases, work and responsibilities of the project to enable them to jointly undertake the project in the manner described as follows.

NOW THEREFORE, in consideration of, and based on, the foregoing and the mutual promises and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Agreement is made pursuant to the Interlocal Cooperation Act §13-801, *et seq.* (Reissue 1997). This contract shall expire upon the performance of all the obligations of the parties as described herein. There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.

2. Sarpy County hereby delegates authority to La Vista to contract with an engineering consultant of its choice for the improvements in Phase 1. La Vista shall be responsible to arrange for design, construction and oversight of all Phase 1 improvements. Sarpy County shall have the right, but not the obligation, to inspect the work at any time at its sole cost. La Vista shall be responsible for making the initial payments for design and construction and Sarpy County shall reimburse La Vista for its share of such expenditures commencing no earlier than July 1, 2008, and at monthly intervals thereafter upon requests for reimbursements from La Vista. Sarpy County will reimburse La Vista for its share of such costs no later than 30 days after its invoice is received. The total estimated costs of Phase 1 and the participation by each party to this Agreement is set forth in Exhibit "A". A party shall not be obligated to pay in excess of the amount of actual costs allocated to it in accordance with the percentages set forth in Exhibit "A" unless authorized in advance by the party in writing. La Vista shall provide the Project Manager and shall interpret and construe the plans, specifications, designs, and any addenda to those documents. All of the work undertaken for the Phase 1 improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work is in accordance with the Phase 1 contract documents.
3. Sarpy County shall serve as the lead agent for Phase 2 design, construction and payment. The County shall select a consultant for the preparation of plans and specifications for the Phase 2 improvements in accordance with the applicable Nebraska Department of Roads Guidelines for Consultant Selection on projects involving federal funding assistance. The County shall take bids and enter into contracts as necessary to complete the construction of the Phase 2 improvements. The County shall inspect the work performed and make payments of the costs of the Phase 2 improvements on a regular basis as such costs are incurred. Sarpy County shall bill La Vista on a monthly basis for reimbursement of its share of such costs. La Vista will pay a bill no later than 30 days after an invoice is received. La Vista shall have the right, but not the obligation, to inspect the work at any time at its sole cost. The County shall be responsible for all real and personal property acquisitions required to construct the Phase 2 improvements. The Sarpy County Surveyor shall be the Project Manager and shall interpret and construe the plans, specifications, designs, and any addenda to those documents. All of the work undertaken for the Phase 2 improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work is in accordance with the Phase 2 contract documents. Sarpy County may, with the approval of La Vista, engage the services of a consultant to perform the duties of Project Manager.
4. Federal assistance is presently available for the Phase 2 improvements and these improvements shall be constructed by October 1, 2010. The total estimated costs of Phase 2 and the participation by each party to this Agreement are set forth in Exhibit "B". A party shall not be obligated to pay in excess of the amount of actual costs allocated to it in accordance with the percentages set forth in Exhibit "B" unless authorized in advance



by the party in writing.

5. Phase 3 improvements shall be implemented in the same manner as the Phase 2 improvements at such time as federal assistance for at least 80 percent of the project becomes available. The estimated costs of Phase 3 and the participation by each party to this Agreement are set forth in Exhibit "C".
6. Notwithstanding anything in this Agreement to the contrary, if the specified level of federal assistance for a particular phase has not become available within 10 years after the date of this Agreement, the parties shall meet and decide whether or not to proceed with said phase. To proceed under such circumstances shall require the written agreement of both parties.
7. Any contribution or cost sharing by local property owners and/or developers in Phase 1 improvements shall be the responsibility of La Vista to obtain. In the event the local property owners and/or developers do not agree to participate, then neither Sarpy County or La Vista shall be obligated to proceed with Phase 1 improvements under this Interlocal Agreement.
8. Sarpy County shall coordinate with, and obtain agreements and participation of, all public and private bodies, entities and persons as necessary or advisable for Phase 2 or Phase 3. Sarpy County further shall notify and obtain consent of La Vista at least two weeks before any street or part of a street is at any time proposed to be in any manner closed, or traffic rerouted, diverted, restricted or otherwise affected.
9. It is the mutual desire and intention of the parties that the public improvements shall be completed as expeditiously as possible. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of the work contemplated by this Agreement as expeditiously as possible. Not in limitation of the foregoing, the parties agree to cooperate and take such actions as necessary to expedite the application and request for federal funding for Phase 2 and obtain the same as quickly as possible after this Agreement is executed, as well as the specified level of federal funding for Phase 3 at the time such funding is required, it being understood that, with regard to applying for and obtaining federal funding, time is of the essence.
10. Plans, specifications, and updated cost estimates for any of the Phase 1, Phase 2, or Phase 3 improvements shall be presented to each of the parties to this Agreement for their review and approval before construction bids are advertised; which approval and any other approval provided for elsewhere in this Agreement shall not be unreasonably withheld. Construction documents shall be subject to review and approval of each party, as well. All construction and work shall be performed and carried out in strict accordance with the approved plans, specifications and other documents, as well as all applicable laws, rules and regulations, and all contractors hired to perform work shall be required to guarantee the work against all defects for a period of at least two years after final

acceptance and at its sole cost and expense correct any defects arising within said warranty period. Each party shall have the right to separately or jointly assert and enforce any warranty or other right or requirement with respect to any of the work. Upon final completion, testing, certification and acceptance of the work, each party shall be provided a complete copy of all warranties, test results, certifications and any other documents related to the work as from time to time requested. All documents and records related to each phase of the work shall be maintained for at least five years after completion of the work related to that phase.

11. This Agreement shall remain in effect until all of the phases of the improvements have been completed, paid for and accepted, unless earlier terminated by the written agreement of both parties; provided, however that any provision hereof requiring any warranty, or requiring any document retention or maintenance with regard to the work or any other performance beyond the end of this Agreement, shall continue in effect and survive after this Agreement terminates. Amendments hereto shall be made in writing adopted and executed by both parties.
12. Attached as Exhibit "D" is a map of the Project area, showing the area of the Project currently within the corporate limits of the City. The area of the Project not currently within the corporate limits is designated on Exhibit "D" as "Area A." If a particular phase of the improvements provided by this Agreement is completed, and within 5 years thereafter the City exercises its powers of annexation so as to include within the corporate limits of the City, either directly or by operation of law, any portion of said Area A, City shall reimburse County for the County's share of project costs that the County paid under this Agreement with respect to said phase. Said reimbursement shall be the same proportion of the County's said paid cost under this Agreement for said phase as the proportion of Area A that is annexed within 5 years after said phase is completed.
13. The maintenance of the improvements constructed under this Agreement shall be the responsibility of the agency within whom's jurisdiction the improvements are located.
14. The parties to this Agreement shall not in the performance of the terms of this contract discriminate or permit discrimination against any parties on account of race, national origin, sex, age, disability, or political or religious affiliations in violation of federal or state laws or local ordinances.
15. Drug Free Policy. Each party provides assurance that it has established and maintains a drug free workplace policy.
16. This Agreement shall be subject to approval of the governing body of each party.
17. Each party shall designate a person to be its primary point of contact for purposes of the party's administration of this Agreement, in addition to any other designation provided herein. The initial point of contact for each party shall be:



For Sarpy County:

County Administrator  
Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

For La Vista:

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

18. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all parties.
19. Nebraska law shall govern this Agreement in all respects.
20. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate below.

CITY OF LA VISTA, Nebraska

SARPY COUNTY, Nebraska

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman, County Board

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

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
County Clerk

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

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

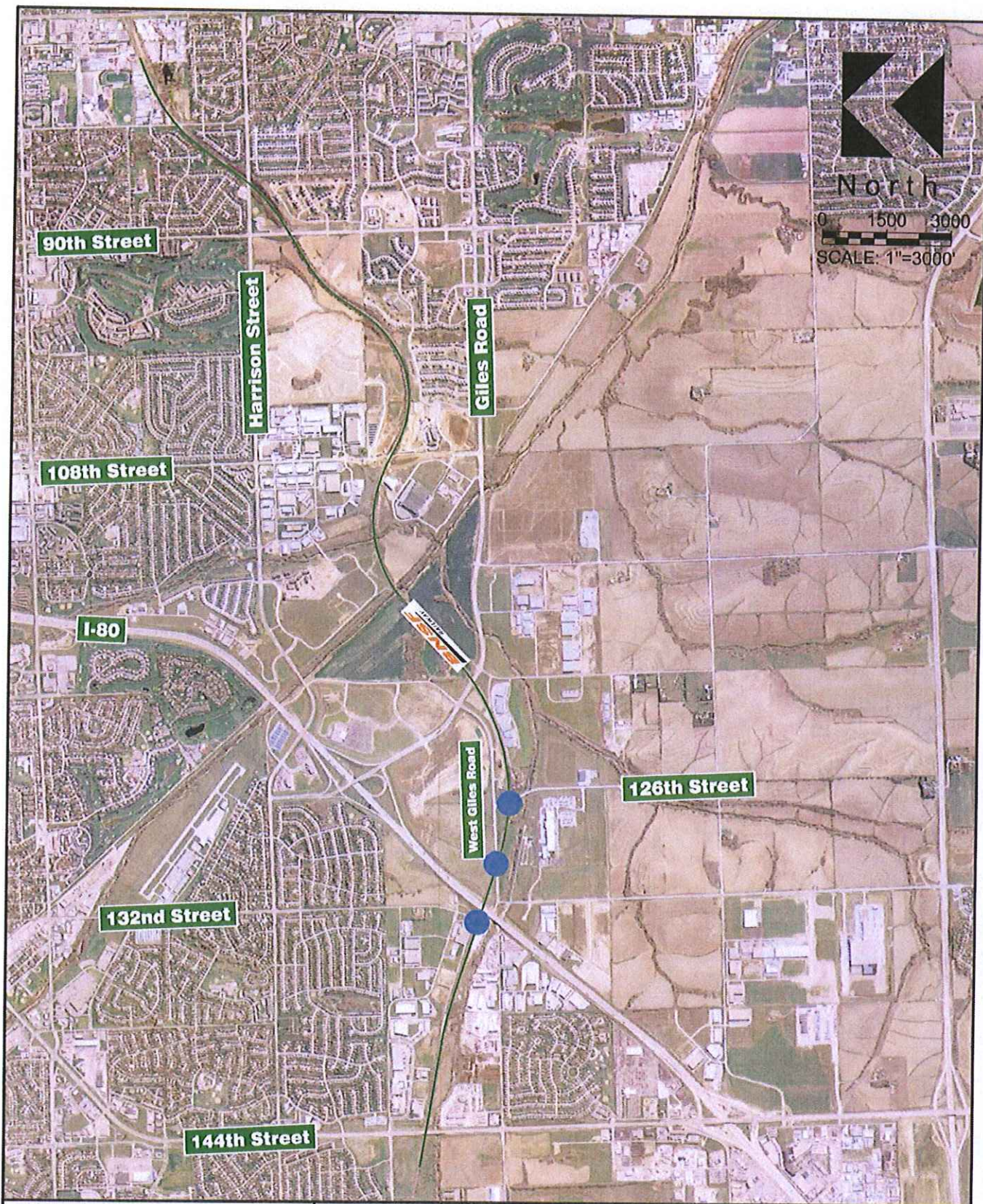
Approved as to form: \_\_\_\_\_  
County Attorney

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

*(ATTACH FINAL EXHIBITS A THROUGH D  
IN FORM AND CONTENT SATISFACTORY  
TO PARTIES BEFORE AGREEMENT IS  
FINALIZED FOR APPROVAL AND EXECUTION)*



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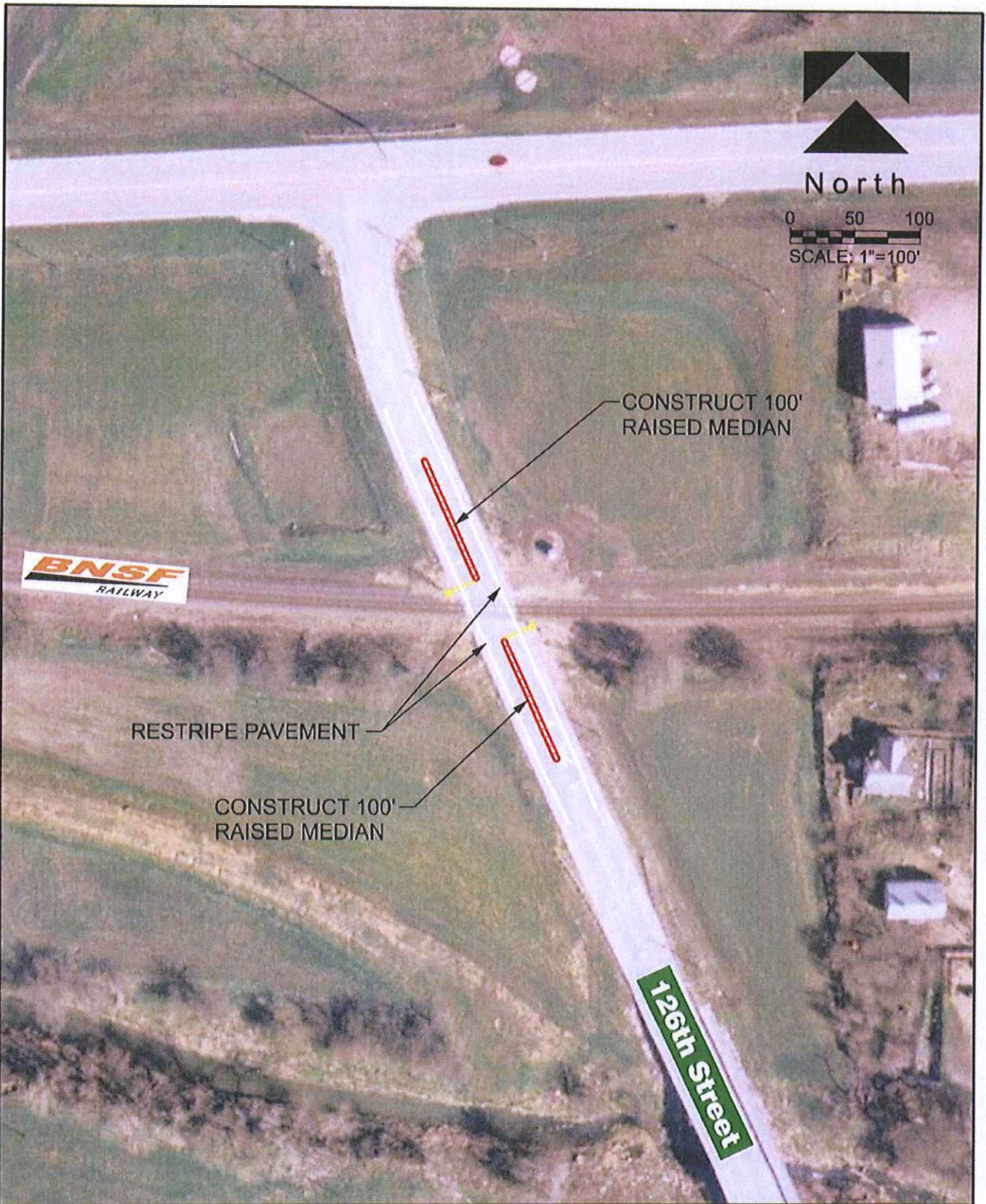


FELSBURG  
HOLT &  
ULLEVIG

BNSF Quiet Zone  
LaVista, Nebraska

Figure 1  
Study Location Map





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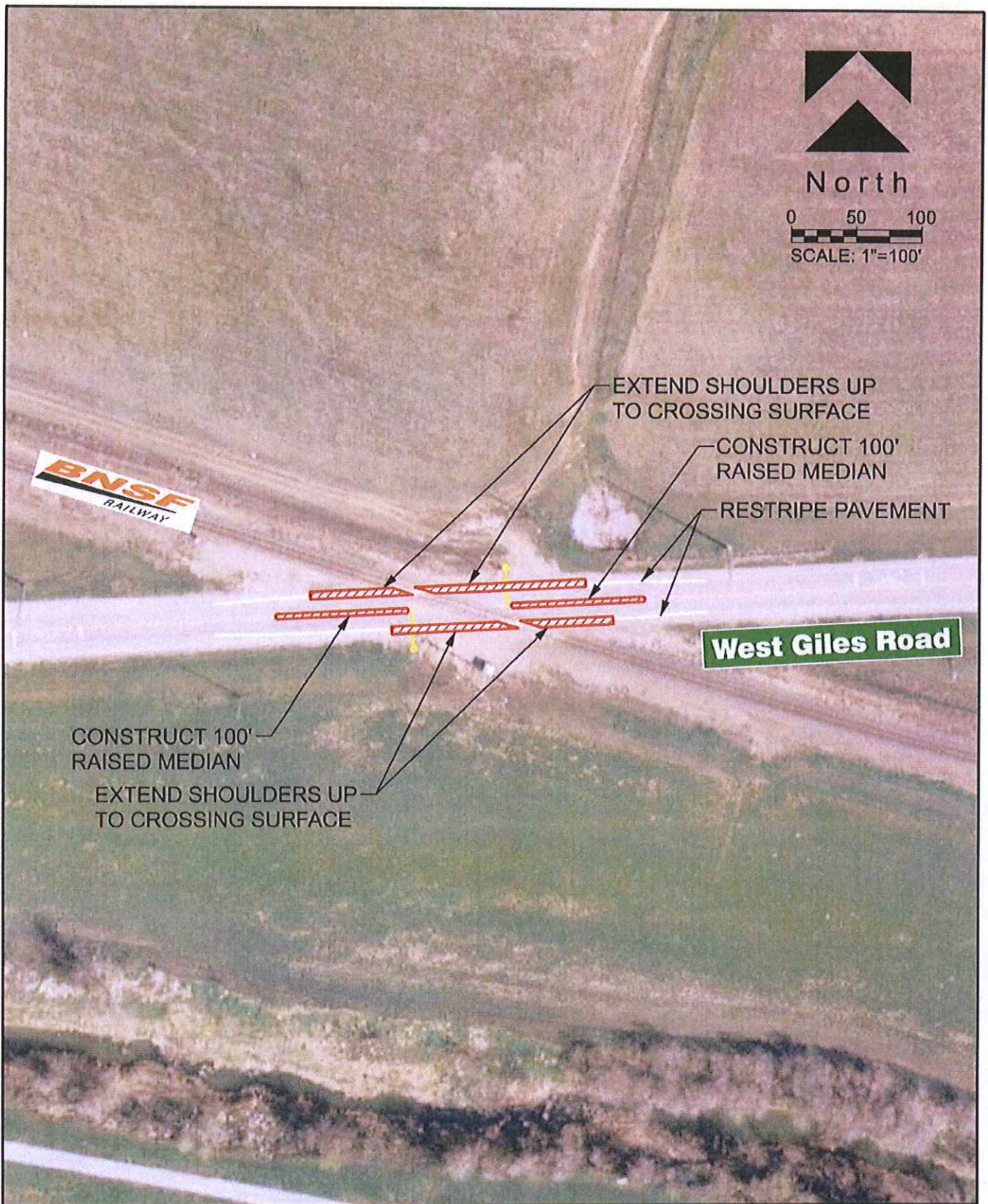


BNSF Quiet Zone  
LaVista, Nebraska

Figure 5  
126th Street  
Raised Median Option



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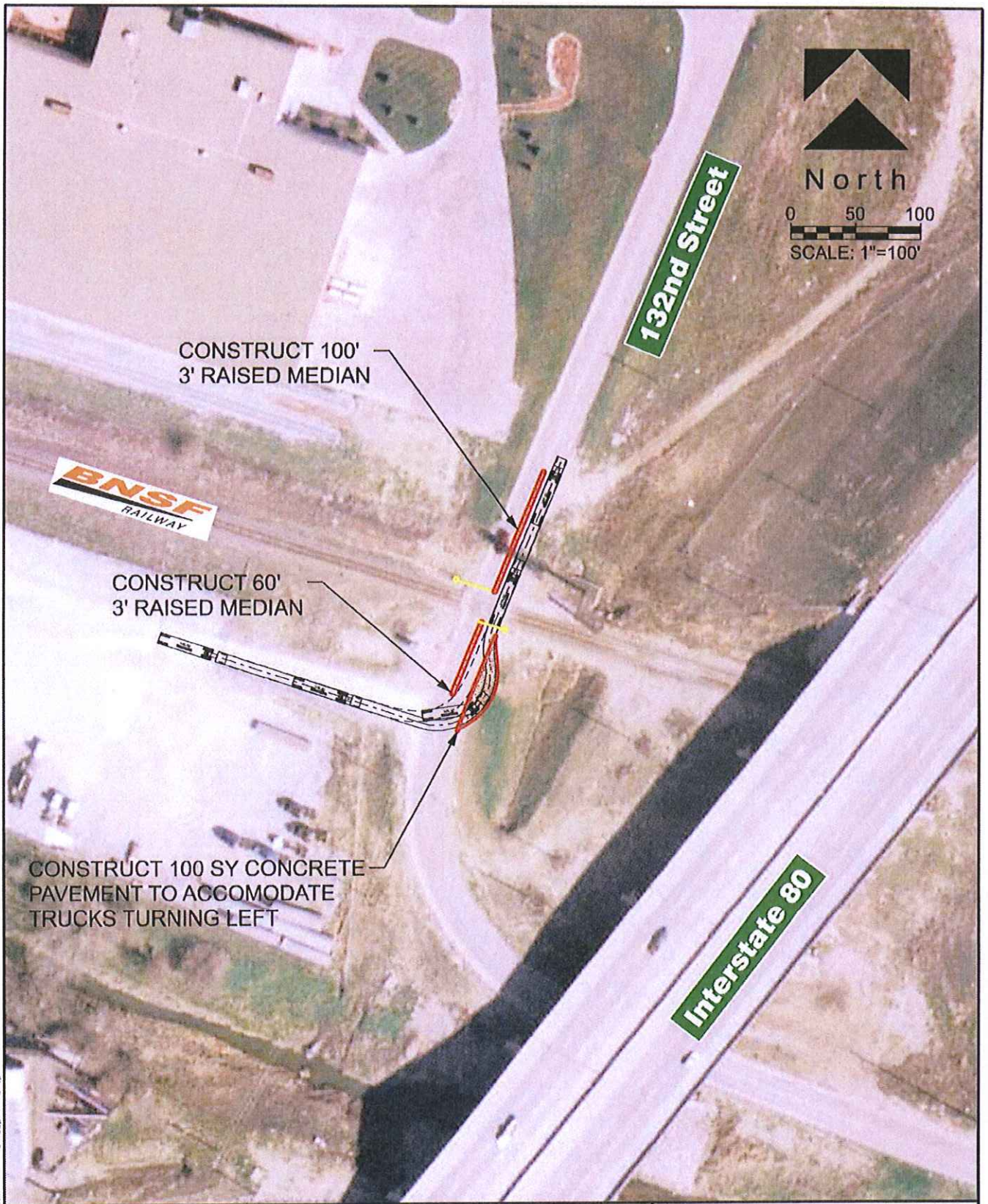


BNSF Quiet Zone  
LaVista, Nebraska

Figure 7  
West Giles Road  
Raised Median Option



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BNSF Quiet Zone  
LaVista, Nebraska

Figure 9  
132nd Street  
Raised Median Option



## PHASE 1 – RAILROAD CROSSING IMPROVEMENTS

### ESTIMATED COSTS:

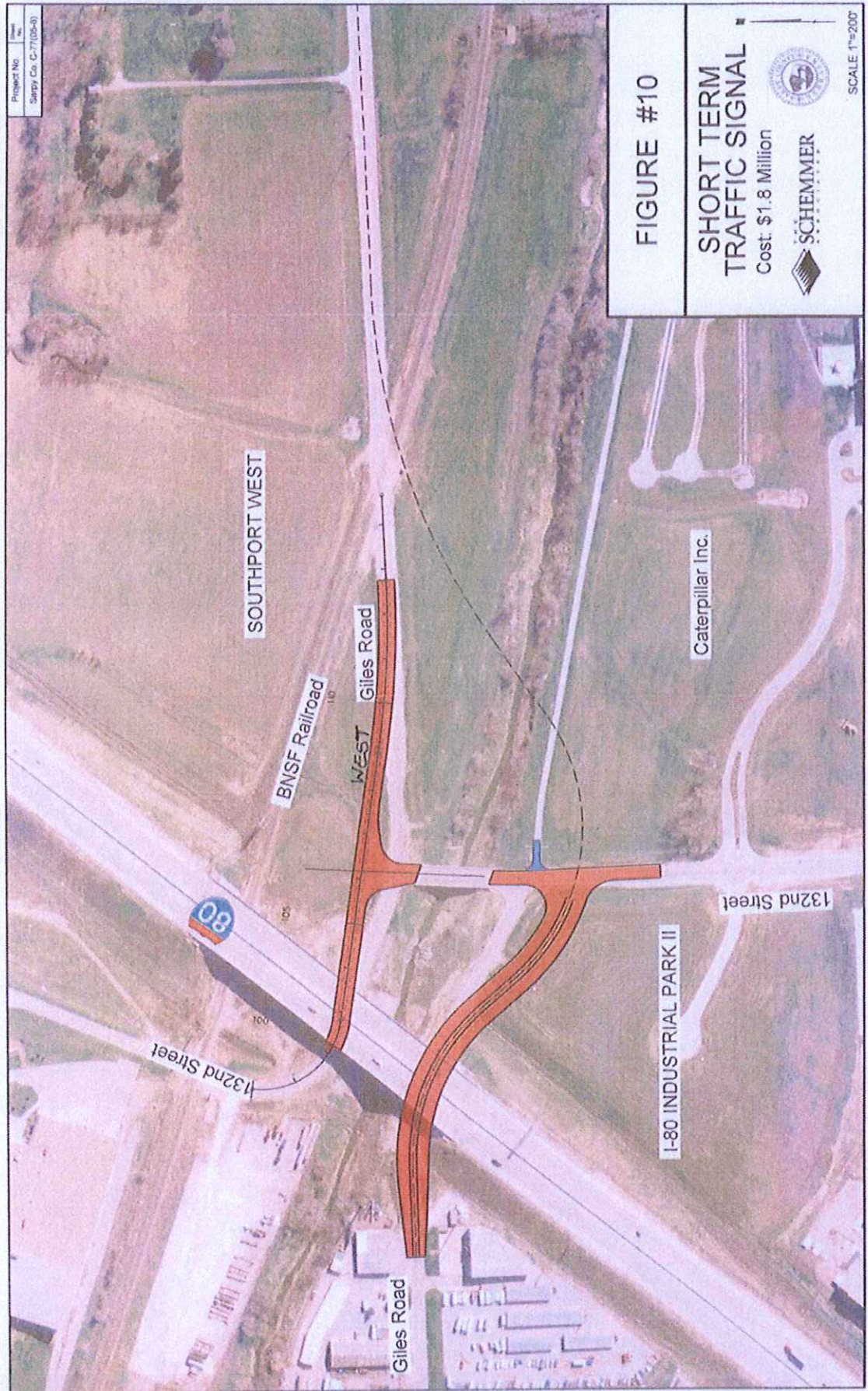
|  |           |
|--|-----------|
| 1. Quiet Zone Study  | \$ 9,500  |
| 2. Constant Warning Circuitry<br>Upgrade, W. Giles Crossing      | \$114,395 |
| 3. Construct Raised Medians<br>At 126 <sup>th</sup> St. Crossing | \$ 25,100 |
| 4. Construct Raised Medians<br>At W. Giles Crossing              | \$ 30,600 |
| 5. Construct Raised Medians<br>At 132 <sup>nd</sup> St. Crossing | \$ 28,600 |
| 6. Survey, Design & Const.<br>Phase Services                     | \$ 26,550 |
| 7. Legal Fees  | \$ 3,500  |
| <hr/>  |           |
| Total Estimated Costs  | \$238,245 |

### ALLOCATION OF COSTS:

City of La Vista to recover from  
Property Owners and/or Developers \$114,395  
(Constant Warning Circuitry costs to BNSF, Item 2)

City of La Vista \$ 61,925  
(50% of Items 1 and 3 through 7)

Sarpy County \$ 61,925  
(50% of Items 1 and 3 through 7)





Giles Road @ 132nd St.  
 Sarpy County Project Number: C-77 (05-8)  
 TSA Project Number: 05040.001

12/5/2006

Preliminary Project Cost Estimate

**Short Term Traffic signals**

|                               | Quantity | Unit   | Unit Cost | Total              |
|-------------------------------|----------|--------|-----------|--------------------|
| Paving                        | 14,150   | Sq Yd  | \$33      | \$466,950          |
| Bridge                        | 0        | Sq Ft  | \$75      | \$0                |
| Earthwork                     | 25,000   | Cu Yd  | \$4       | \$100,000          |
| Misc. for Conc. Paving        | 1,900    | Lin Ft | \$25      | \$47,500           |
| Misc. for Grading             | 1,900    | Lin Ft | \$35      | \$66,500           |
| Misc. for Drainage            | 1,900    | Lin Ft | \$85      | \$161,500          |
| Remove Bridge                 | 0        | Each   | \$60,000  | \$0                |
| Bridge Approach Slabs         | 0        | LS     | \$100,000 | \$0                |
| MSE Wall at I 80              | 5,390    | Sq Ft  | \$35      | \$188,650          |
| Relocate Power Pole (Special) | 1        | Each   | \$100,000 | \$100,000          |
| Traffic Signals               | 2        | Each   | \$90,000  | \$180,000          |
| Railroad Crossing             | 0        | Each   | \$375,000 | \$0                |
|                               |          |        |           | <u>\$1,311,100</u> |

|                   |           |     |                  |
|-------------------|-----------|-----|------------------|
| Const. Eng. (8%)  | \$104,888 | E+C | <u>\$235,998</u> |
| Contingency (10%) | \$131,110 |     |                  |

Construction + E&C \$1,547,098

Engineering (10%) \$131,110

Utilities (2.9%) \$38,022

E + Util. + ROW \$238,828

R.O.W. = \$69,696

Est. 0.8 Acres @ \$87,120 per acre

**Estimated Cost = \$1,785,926**

**Portion To Remain for Ultimate Design (Credit) Single Point Alternative**

See Page 4

Estimated Credit = \$1,049,679

**Portion To Remain for Ultimate Design (Credit) 2 Intersection Alternative**

See Page 4

Estimated Credit = \$918,779

## PHASE 2 – SHORT TERM IMPROVEMENTS – 132<sup>ND</sup> ST. & W. GILES ROAD

### ESTIMATED COSTS:

As shown on Page 2 of Exhibit “B” the total estimated costs for the Short Term Improvements (aka “Interim Improvements”) are \$1,785,926. Rounded off, use a cost of \$1,800,000.

### ALLOCATION OF COSTS:

|                                |             |       |
|--------------------------------|-------------|-------|
| Federal Highway Administration | \$1,440,000 | (80%) |
| City of La Vista               | \$ 180,000  | (10%) |
| Sarpy County                   | \$ 180,000  | (10%) |







Giles Road @ 132nd St.  
 Sarpy County Project Number: C-77 (05-8)  
 TSA Project Number: 05040.001

12/5/2006

| <u>Viaduct</u>                 | Quantity | Unit   | Unit Cost | Total              |
|--------------------------------|----------|--------|-----------|--------------------|
| Paving                         | 23,100   | Sq Yd  | \$33      | \$762,300          |
| Bridge Over Papio 235' x 80'   | 19,000   | Sq Ft  | \$75      | \$1,425,000        |
| Bridge Over BNSF 125' x 80'    | 10,000   | Sq Ft  | \$100     | \$1,000,000        |
| Earthwork (w/ Walls 74' Lt/Rt) | 331,000  | Cu Yd  | \$4       | \$1,324,000        |
| Misc. for Conc. Paving         | 3,700    | Lin Ft | \$25      | \$92,500           |
| Misc. for Grading              | 3,700    | Lin Ft | \$35      | \$129,500          |
| Misc. for Drainage             | 3,700    | Lin Ft | \$85      | \$314,500          |
| Remove Bridge                  | 0        | Each   | \$60,000  | \$0                |
| Bridge Approach Slabs          | 2        | LS     | \$100,000 | \$200,000          |
| MSE Wall at I-80               | 5,390    | Sq Ft  | \$35      | \$188,650          |
| MSE Walls Rail Road            | 64,000   | Sq Ft  | \$35      | \$2,240,000        |
| Relocate Power Pole (Special)  | 1        | Each   | \$100,000 | \$100,000          |
| Traffic Signals                | 1        | Each   | \$90,000  | \$90,000           |
| Railroad Crossing              | 0        | Each   | \$375,000 | \$0                |
|                                |          |        |           | <u>\$7,866,450</u> |

|                   |           |     |                    |
|-------------------|-----------|-----|--------------------|
| Const. Eng. (8%)  | \$629,316 | E+C | <u>\$1,415,961</u> |
| Contingency (10%) | \$786,645 |     |                    |

Construction + E&C \$9,282,411

Engineering (10%) \$786,645

Utilities (2.9%) \$228,127

E + Util. + ROW \$1,729,156

R.O.W. = \$714,384  
 Est. 8.2 Acres @ \$87,120 per acre

**Estimated Cost = \$11,011,567**

**Notes:**

Lighting, Signing, Guard Rail, Phasing etc. not included in estimate.

Misc. for Conc. Paving includes items such as subgrade prep., water, shoulder constr. and mobilization

Misc. for Grading includes items such as removals, general clear & grub., erosion control and mobilization

Misc. for Drainage includes items such as storm sewer, culverts and mobilization

RR X-ing Est. signalized w/gates 4-lane divided \$350,000 to \$450,000 per NDOR/Abe Anshasi 2/8/06

### PHASE 3 – LONG TERM IMPROVEMENTS – 132<sup>ND</sup> ST. & W. GILES ROAD

#### ESTIMATED COSTS:

As shown on Page 2 of Exhibit "C" the total estimated costs for the Long Term Improvements (aka "Interim Improvements") are \$11,011,567. Assuming that the Short Term Improvements are constructed first, then there would be a credit against the Long Term Improvement Costs for the portion of the Short Term Improvements that can be left in place or salvaged. This estimated credit is \$1,049,679. The net cost of the Long Term Improvements is then \$9,961,888. Round off, use a cost of \$10,000,000.

#### ALLOCATION OF COSTS:

|                                |           |
|--------------------------------|-----------|
| Federal Highway Administration | (80%-90%) |
| City of La Vista               | (5-10%)   |
| Sarpy County                   | (5-10%)   |

Note: Funding levels by FHWA may be lower than shown depending on NDOR policy requirement to close two at-grade railroad crossings in conjunction with funding an overpass project.



# 132nd & Giles

-  Half Mile Buffer
-  ETJ
-  Current City Limits

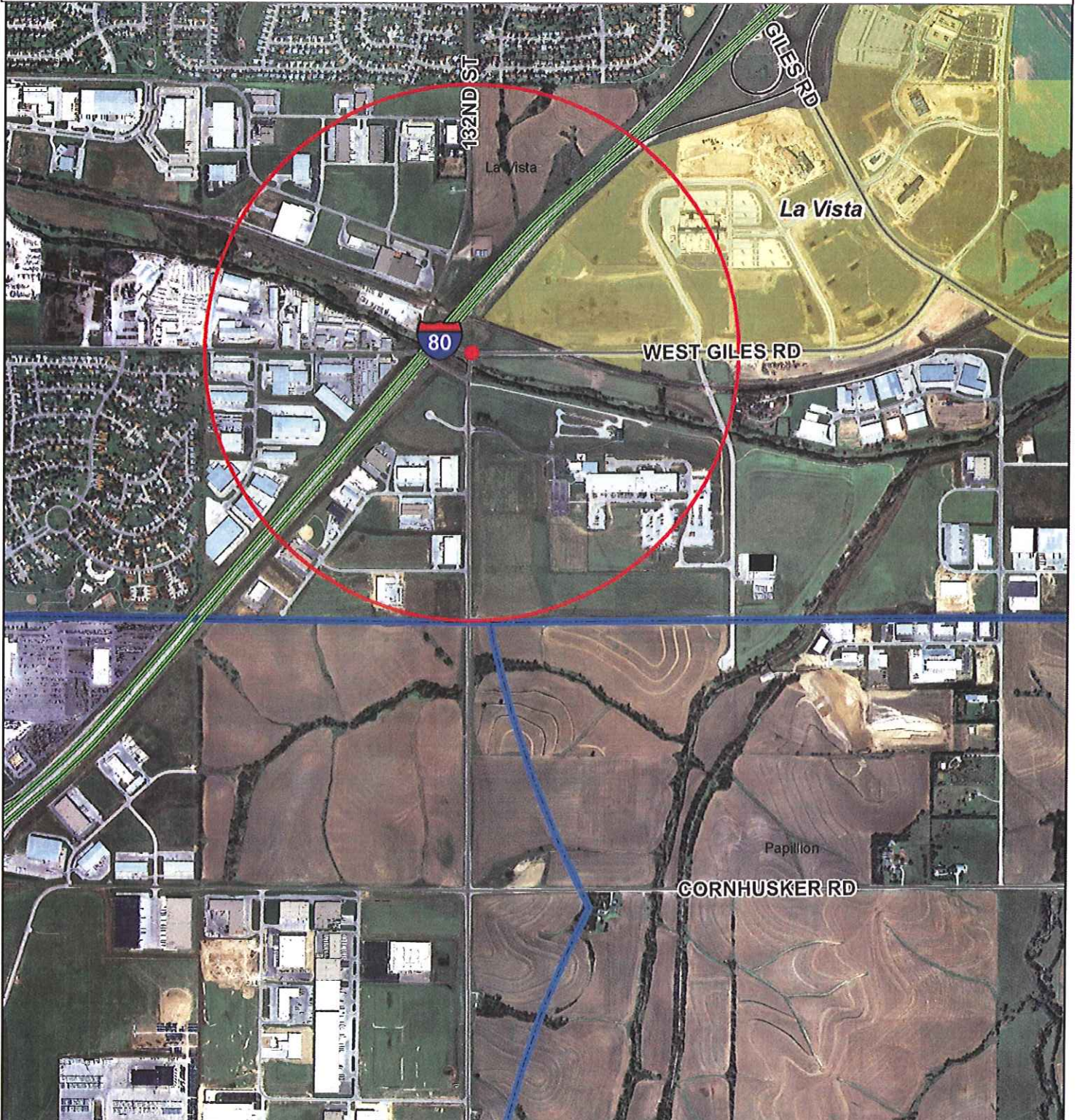


Exhibit "D"



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2008 AGENDA**

| <b>Subject:</b>             | <b>Type:</b>                              | <b>Submitted By:</b>        |
|-----------------------------|---|-----------------------------|
| PURCHASE OF POLICE CRUISERS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | BOB LAUSTEN<br>POLICE CHIEF |

**SYNOPSIS**

A resolution has been prepared to approve the purchase three (3) 2009 Dodge Charger Police Package cruisers from Performance Dodge in an amount not to exceed \$96,000.

**FISCAL IMPACT**

The FY 08/09 General Fund budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

Funding was provided in the FY 08/09 General Fund budget for the purchase of three (3) police cruisers. The City has secured the price via the State bid process. The Police Package Dodge cruisers will be purchased from Performance Auto Group.

The vehicles will be delivered with equipment already installed. Expected delivery of the vehicles will be 90-120 days (February 2009).

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDDING A CONTRACT TO PERFORMANCE DODGE, LINCOLN, NEBRASKA FOR THE PURCHASE OF THREE (3) 2009 DODGE CHARGER POLICE PACKAGE CRUISERS IN AN AMOUNT NOT TO EXCEED \$96,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a new police cruisers is necessary, and

WHEREAS, the FY 2008/2009 General Fund budget does include funds for the purchase of said cruisers, and

WHEREAS, the State of Nebraska did receive bids for 2009 Dodge police cruisers, and

WHEREAS, Performance Dodge, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2009 Dodge Police Package cruisers and will extend that price to the City of La Vista, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Performance Dodge, Lincoln, Nebraska and authorize the purchase of three 2009 Dodge Charger Police Package cruisers in an amount not to exceed \$96,000.

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER, 2008.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2008 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                |
|---|---|-------------------------------------|
| AWARD OF CONTRACT —<br>EASTERN NEBRASKA OFFICE ON AGING | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | SCOTT STOPAK<br>RECREATION DIRECTOR |

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

**FISCAL IMPACT**

There is no cost to the city for the nutrition program. The city does pay the Program Director salary.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Eastern Nebraska Office On Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to not less than ten (10) senior adults between the hours of 9:00 a.m. and 1:00 p.m. three (3) days per week on Monday, Wednesday, and Friday.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

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

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

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

PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER, 2008.

CITY OF LA VISTA

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

ATTEST:

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

## **CONTRACT**

**THIS CONTRACT** is made and entered into the **first day of July 2008** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a division of the Eastern Nebraska Human Services Agency, an agency formed under the Nebraska Interlocal Cooperation Act (herein referred to as "**ENOA**") and **CITY OF LAVISTA**, a Nebraska non-profit corporation (herein referred to as "**Contractor**").

**WHEREAS**, ENOA has entered into an agreement with the Nebraska Health & Human Services System-Division on Aging, an agency of the State of Nebraska (herein referred to as the "**State**") to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County (herein referred to as the "**Area**"); and

**WHEREAS**, ENOA has been created according to Sections 13-801 through 13-807 Revised Statutes of Nebraska, 1943, Reissue 1987, and further has been recognized by the State as the official area agency on aging for the Area; and

**WHEREAS**, ENOA has determined in its area plan for fiscal year 2008-2009 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

**WHEREAS**, Contractor maintains premises located at 8116 Parkview Boulevard in LaVista, Nebraska with accommodations suitable to serve and provide meals to not less than twenty-five (25) older adults between the hours of 9:00a.m. and 1:00pm, three (3) days per week on Monday, Wednesday, and Friday.

**NOW, THEREFORE, IT IS AGREED** as follows:

### **ARTICLE I**

#### **APPOINTMENT**

Contractor is hereby retained and appointed to represent ENOA in connection with providing a Nutrition Program for the elderly at 8116 Parkview Blvd. in LaVista, Nebraska. Contractor acknowledges it is an independent contractor and shall be solely responsible for, and indemnify ENOA, for all matters relating to any employees of contractor including, but not limited to, all federal, state, and local taxes including FICA and any and all claims arising under the Fair Labor Standards Act for Contractor's employees retained to effectuate the purpose of this Contract.

## ARTICLE II

### SERVICES

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the program and meet all requirements of the Senior Center Manager job description attached hereto and identified as Exhibit "A" and by this reference made a part of this Contract.
- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures.
- (c) To place food order with the ENOA Nutrition Division by 1:15pm, on day prior to serving day, for the number of meals needed for the serving day.
- (d) To ascertain that all claims for meals delivered are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (e) To collect money contributed for meals, record on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable), and deposit amount in ENOA designated account, according to ENOA policies and procedures.
- (f) To ensure that food temperatures are no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (g) To clean the utensils or containers food is delivered in and properly dispose of all leftovers.
- (h) To make special provisions as necessary to serve handicapped individuals, i.e., home-delivered meals on a short-term basis, two weeks or less due to illness (long-term basis requires referral to ENOA Care Management Division).
- (i) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (j) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.

- (k) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily.
- (l) To provide for supporting social services as follows:
  - 1) Conduct outreach activities by identifying and contacting older persons in the vicinity who are eligible for the Nutrition Program.
  - 2) Refer senior citizens to ENOA for additional available services.
  - 3) Provide activities which create opportunities for socialization. These activities could include but not be limited to trips, crafts, games, and special entertainment/programs.
  - 4) Provide activities which enhance potential for creating and maintaining a healthy lifestyle. These activities could include but not limited to health promotion, nutrition education, physical activities and dissemination of information regarding mental and physical health issues.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for the elderly at the facility.
- (o) To determine that all recipients meet requisite age requirements or are the spouse of an active participant. Under-age participants must be certified for Title XX congregate services or pay full cost of the meal as required by ENOA Nutrition Program policies.
- (p) Participant level at the center must average a minimum of 10 per day in the various activities.
- (q) To operate the center every Monday, Wednesday, and Friday, except for those occurring on a holiday. Contractor shall notify ENOA of holidays to be taken. Any other center closing must be pre-approved by ENOA.

In carrying out the terms of this Contract, ENOA agrees to provide the following services:

- (a) To provide in-service training for senior center staff to improve job-related skills.
- (b) To provide nutrition education and recreational technical assistance to center staff.



- (c) To provide administrative and technical assistance and monitor contract compliance by:
  - 1) Reviewing reports and records submitted to ENOA as described in Contract;
  - 2) Unannounced center evaluations and center visits by program administrative staff; and
  - 3) Other activities as deemed necessary by ENOA Director.
- (d) To provide meals which supply one-third of the Recommended Daily Allowance. Paper products, coffee, tea, sugar, cream, condiments, etc. supplied by ENOA.

### **ARTICLE III**

#### **TERM**

This Contract shall be in effect for one (1) year from **July 1, 2008** through and including **June 30, 2009**. Either party may terminate this Contract by thirty (30) days advance written notice for failure to comply with any terms or conditions of Contract. It is specifically understood and agreed by and between the parties hereto that this Contract shall remain in force only so long as funds are made available through the State of Nebraska, Department of Health and Human Services, Division of Medicaid and Long term Care, State Unit on Aging.

### **ARTICLE IV**

#### **AUTHORIZED REPRESENTATIVE**

The Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports, including a Contract Completion Report of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with terms and conditions of Article VII hereof.

### **ARTICLE V**

#### **CONDITIONS**

This Contract is subject to the following conditions:

- (a) Respect the right to confidentiality and safeguard confidential information as required by the Health Insurance Portability and Accountability Act of 1996 for every person served. Violations of HIPPA regulations may result in the termination of this contract.
- (b) Contractor shall maintain such records and accounts, attendance records (required paperwork specified in Article II hereof), including property, personnel, and financial records, as are deemed necessary to assure a proper accounting for all contract expenses. These records shall be made available for audit purposes to the authorized ENOA Representative, and shall be retained by Contractor for a period of five (5) years after final payment under this Contract. Additionally, Contractor must submit an audit upon demand by ENOA.
- (c) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- (d) Contractor shall be subject to all federal, state, and local legislation prohibiting discrimination on the basis of race, color, creed, religion, national origin, ancestry, sex, age, or political opinion or affiliation, including the 1964 Civil Rights Act and Section 28-1122 Revised Statutes of Nebraska, 1943, as amended. Contractor assures that no person shall, on the grounds of age, race, color, creed, religion, national origin, ancestry, sex, or political opinion or affiliation, be excluded from participation in, be denied the 3 breach of this assurance, ENOA shall have the right to terminate this Contract or take appropriate judicial action for its enforcement. Contractor shall furnish such compliance information and other reports as may be required by ENOA.
- (e) Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this Contract. For breach of this statement, ENOA shall have the right to annul this Contract without liability.
- (f) Contractor shall comply with all municipal ordinances and state and federal laws relating to or applicable to this work, including but not limited to Nebraska Unemployment Laws and Fair Labor Standards Act.

- (g) Contractor or ENOA shall consent to enter into discussion at any time to review terms of the Contract should an evaluation suggest that the program requirements necessitate a modification or change in center operations.
- (h) The Center Manager shall agree to attend the regularly scheduled center manager meetings. Further, the Center Manager agrees to attend any training meetings that ENOA may provide for skill development.
- (i) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims or causes of action arising from contracts between the Contractor and third parties made to effectuate the purpose of this Contract and any claims made by recipients of services contemplated by this Contract and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract.
- (j) Contractor shall carry liability insurance coverage against injuries incurred by center participants while in the center and shall handle any such claims filed against the senior center through its insurance company. Contractor shall furnish ENOA with proof of insurance coverage on the following: General liability in the amount of \$2,000,000; personal liability in the amount of \$1,000,000; medical expenses (any one person) in the amount of \$5,000.

## **ARTICLE VI**

### **ASSIGNMENT**

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

## **ARTICLE VII**

### **MODIFICATION**

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this \_\_\_\_\_ day  
of \_\_\_\_\_ 2008.

ATTEST:

CITY OF LAVISTA

\_\_\_\_\_

By \_\_\_\_\_  
*Authorized Representative*

Date \_\_\_\_\_

ATTEST:

EASTERN NEBRASKA HUMAN  
SERVICES AGENCY-OFFICE ON AGING

\_\_\_\_\_

By \_\_\_\_\_  
*Governing Board*

Date \_\_\_\_\_

**Exhibit "A"**

**ENOA JOB DESCRIPTION**

I. JOB/POSITION TITLE: Senior Center Manager

SUPERVISOR'S TITLE: Senior Center Coordinator

OFFICE AREA: Eastern Nebraska Office on Aging

WAGE/SALARY CLASSIFICATION: Non-exempt

PROGRAM AREA: Nutrition Effective Date: July 1, 2007

II. JOB/POSITION SUMMARY:

Responsible for the supervision and coordination of activities related to the delivery of quality group meals and if applicable, meals for home-bound participants. Also responsible to inform and refer participants to other supportive services. Position is also responsible for supervision Assistant Center Manager and volunteers in solving operational problems and completing other program objectives.

III. REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

The following Knowledge, Skills and abilities are indicated by formal education courses, training and/or previous work experience.

1. High School diploma or GED required.
2. Knowledge of activities and operation procedures required to the timely delivery of quality meals and social services to targeted clients.
3. Knowledge of required sanitation practices for all phases of meal service.
4. Knowledge of local community-based services and activities for the elderly, including recreational and educational opportunities.
5. Basic knowledge of aging process. Understanding of elderly persons' needs on a general and individual level.
6. Ability to autonomously make sound judgments and use common sense concerning daily situations.

7. Knowledge of the principles of supervision, i.e., staffing, scheduling, appraising, disciplining, guiding and training.
8. Ability to communicate clearly, both orally and in writing to both individuals and groups.
9. Ability to understand and comply with any policies, procedures and guidelines pertinent to the ENOA nutrition program.
10. Ability to understand and utilize administrative forms and their usage as pertinent to the nutrition program. Ability to maintain neat and accurate recordkeeping system of the same.
11. Ability to develop and maintain positive relationships with older people, internal staff, volunteers, caterer and general public.
12. Ability to perform basic math functions, i.e., adding, subtracting, multiplying and dividing.

#### IV. MAJOR RESPONSIBILITIES

1. Under the auspices of the administrative staff, ENOA policies and procedures, the Senior Center Manager is responsible for the day-to-day management of the Senior Center. Responsible for making decisions on behalf of all older persons who participate in the Center in the areas of programming, supportive services, quality of food served, goals and objectives established for the Center, advocacy, organizing of volunteers and reports submitted to the central office. Conduct minimum number of activities for the participants as established by the Nutrition Program.
2. Assist in administrative duties, through insuring policy and procedure compliance, properly maintaining established reporting and recordkeeping systems, advising subordinates on problem solving and meeting program goals, attending nutrition program meetings, training and seminars.
3. Supervise Assistant Senior Center Manager (if applicable), through staffing, training, guiding, disciplining and appraising. Also supervise volunteers.
4. Notify Nutrition Office of Senior Center closings for funerals, repairs, etc.
5. Receive food from caterer, insuring temperature, quality and quantity is acceptable; notify Nutrition Office of any problems. Supervise and coordinate the service of the meals, including delivery of home bound meals, if applicable. Ensure all mandates are followed including sanitation practices pertinent to food service.
6. Other appropriate duties as assigned by Nutrition Coordinator.

## 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  
7423 S 77<sup>th</sup> Avenue, Lot 65, La Vista Replat, \$475.74,  
7506 Joseph Avenue, Lot 378, La Vista Replat, \$1,036.38,  
7421 Ivy Lane Drive, Lot 124, S & S's Harvest Hill, \$256.73,  
8762 Pine Drive, Lot 186, Park View Heights 2<sup>nd</sup> Addition, \$414.40,  
7701 Grace Court, Lot 1484, La Vista, \$276.14,  
Lot 11A, Mayfair 2<sup>nd</sup> Addition Replat One, \$502.57,  
7312 Lillian Avenue, Lot 533, La Vista Replat, \$265.25,  
7406 S 70<sup>th</sup> Street, Lot 199, La Vista Replat, \$246.76, and  
7508 Elm Drive, Lot 303, Park View Heights 2<sup>nd</sup> Addition, \$243.16  
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01, or La Vista Zoning Code 7.12, 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 4TH DAY OF NOVEMBER, 2008.

CITY OF LA VISTA

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

ATTEST:

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

7006 0810 0001 6713 7771

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**OFFICIAL USE**

|   |    |
|---|----|
| Postage   | \$ |
| Certified Fee                                     |    |
| Return Receipt Fee<br>(Endorsement Required)      |    |
| Restricted Delivery Fee<br>(Endorsement Required) |    |
| Total Postage & Fees                              | \$ |

Postmark Here

Sent To: **RUTH LAVAGNINO**  
 Street, Apt. No., or PO Box No. **8101 S 87TH ST #3**  
 City, State, ZIP+4 **LA VISTA NE 68127**

PS Form 3800, June 2002 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY  |
|--|--|
| <ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery Is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Xavier Lopez</i></p> <p>B. Received by (Printed Name) <i>Xavier Lopez</i> C. Date of Delivery <i>9/24</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>         If YES, enter delivery address below:</p> |
| <p>1. Article Addressed to:</p> <p><b>RUTH LAVAGNINO</b><br/> <b>8101 S 87TH ST #3</b><br/> <b>LA VISTA NE 68127</b></p>   | <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>  |
| <p>2. Article Number<br/>         (Transfer from service label)</p>  | <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>  |

7006 0810 0001 6713 7771



September 23, 2008



Ruth V Lavagnino  
8101 S 87th Street #3  
La Vista, NE 68128

RE: 7423 S. 77th Ave  
Lot 651/La Vista Replat

Dear Ms Lavagnino:

On August 20, 2008, your property on S. 77th Ave in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On August 25, 2008, the Public Works Department mowed and line-trimmed the entire yard. A total cost of \$475.74 was incurred by the City for the clean up. The cost breakdown is as follows:

|                             |    |               |
|-----------------------------|----|---------------|
| Administrative Fee          | \$ | 50.00         |
| Mowing and Line-Trimming    |    |               |
| Three Workers, 2 Hours Each |    | 145.32        |
| Equipment Cost              |    | 247.84        |
| Materials                   |    | 32.58         |
| <br>TOTAL                   | \$ | <u>475.74</u> |

Please remit \$475.74, 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 November 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Pamela A. Buethe".

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7423 S. 77th Ave.

The following is a list of the expenses incurred by the Public Works Department on August 25, 2008 while mowing and line-trimming the entire yard at 7423 S. 77th Ave., per your request.

**LABOR:**

|              | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|--------------|--------------------|--------------|-----------------|
| Employee #1  | \$25.38            | 2            | \$50.76         |
| Employee #2  | \$8.50             | 2            | \$17.00         |
| Employee #3  | \$38.78            | 2            | \$77.56         |
| <b>TOTAL</b> |                    |              | <b>\$145.32</b> |

**EQUIPMENT:**

|                        | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|------------------------|--------------------|--------------|-----------------|
| 2 pickups              | \$40.00            | 2            | \$80.00         |
| 1 dump truck           | \$25.00            | 0.5          | \$12.50         |
| 1 mower w/ 36" deck    | \$15.00            | 2            | \$30.00         |
| 2 line trimmers        | \$19.00            | 2            | \$38.00         |
| 1 leaf blower          | \$7.50             | 2            | \$15.00         |
| 1 Bandit brush chipper | \$50.00            | 0.5          | \$25.00         |
| 1 16" chainsaw         | \$8.67             | 2            | \$17.34         |
| 1 2-wheel trailer      | \$15.00            | 2            | \$30.00         |
| <b>TOTAL</b>           |                    |              | <b>\$247.84</b> |

**MATERIALS:**

|                             |                |
|-----------------------------|----------------|
| 1 trailer dumpster and fees | \$25.00        |
| 2 oz. Tordon RTU (Pathway)  | \$1.08         |
| 10 trash bags @ \$.65       | \$6.50         |
| <b>TOTAL</b>                | <b>\$32.58</b> |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$425.74**

## Active

Parcel Number: 010570950  
 Location: 07423 \S 77TH AVE  
 Owner: LAVAGNINO/RUTH V  
 CVO  
 Mail Address: 8101 S 87TH ST #3  
 LA VISTA NE 68128-  
 Legal: LOT 651 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-14-1-30051-000-0643



Click Picture/Sketch for Larger View.

## Residential Information for 1 January Roll Year 2008

|                        |                  |                 |     |
|------------------------|------------------|-----------------|-----|
| Style:                 | Raised Ranch     |                 |     |
| Year Built:            | 1959             | Bedrooms        | 2   |
| Bathrooms              | 1                | Total Sqft      | 792 |
| Total Bsmt Finish Sqft | 696              | Bsmt Total Sqft | 792 |
| Garage Type            | Attached         | Garage Sqft     | 240 |
| Lot Depth              | 100              | Lot Width       | 60  |
| Misc                   |                  |                 |     |
| Description            | Sqft or Quantity |                 |     |
| BSMT OUTSIDE ENTRY     | 1                |                 |     |
| CONCRETE STOOP         | 60               |                 |     |
| SGLE 1/S FIREPLACE     | 1                |                 |     |
| YARD SHED              | 100              |                 |     |
| DRIVEWAY               | 1                |                 |     |

## Sales Information (Updated 9/21/2008)

| Sale Date<br>B & P | Grantor                                   | Grantee                                 | Sale Price |
|--------------------|---|---|------------|
| 3/27/2008          | LOPEZ/RUTH V                              | LAVAGNINO/RUTH V                        | \$0        |
| 08-09265           | 7423 S 77TH AVE<br>LA VISTA NE 68128-0000 | 8101 S 87TH ST #3<br>LA VISTA NE 68128- |            |

## Valuation Information

 Valuation  
 PV = Partial Valuation

| Roll Year | Land Value | Impr Value | Outbuildings | Total Value |
|-----------|------------|------------|--------------|-------------|
| 2008      | \$18,000   | \$100,668  | \$0          | \$118,668   |
| 2007      | \$18,000   | \$99,520   | \$0          | \$117,520   |
| 2006      | \$18,000   | \$90,511   | \$0          | \$108,511   |
| 2005      | \$18,000   | \$83,108   | \$0          | \$101,108   |
| 2004      | \$18,000   | \$77,798   | \$0          | \$95,798    |
| 2003      | \$18,000   | \$74,805   | \$0          | \$92,805    |
| 2002      | \$18,000   | \$69,857   | \$0          | \$87,857    |
| 2001      | \$16,000   | \$70,708   | \$0          | \$86,708    |
| 2000      | \$15,520   | \$64,431   | \$0          | \$79,951    |
| 1999      | \$15,360   | \$49,146   | \$0          | \$64,506    |
| 1998      | \$11,280   | \$48,089   | \$0          | \$59,369    |
| 1997      | \$58,192   |            |              | \$58,192    |





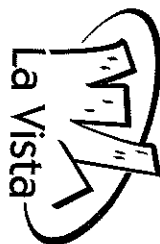








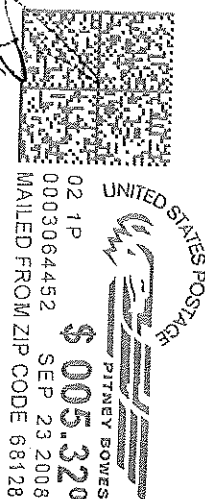




City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



7006 0810 0001 6713 7702



Stephanie J Peck  
7506 Joseph Ave  
La Vista, NE 68128

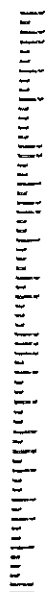
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*Handwritten: 18.4 10/14*

681281000167137702

BC: 68128219899

\*1096-00307-23-44



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681 4E 1

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Street, Apt. No., or PO Box No. **7506 JOSEPH AVE**  
City, State, ZIP+4 **LA VISTA NE 68128**

PS Form 3800, June 2002 See Reverse for Instructions

2022 ET29 T000 0T90 9002



September 23, 2008



Stephanie J Peck  
7506 Joseph Ave  
La Vista, NE 68128

RE: Lot 378/La Vista Replat

Dear Ms. Peck:

On August 11, 2008, your property on Joseph Ave in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On August 19, 2008, the Public Works Department mowed and line-trimmed the entire yard. A total cost of \$1,036.38 was incurred by the City for the clean up. The cost breakdown is as follows:

|                             |        |                     |
|-----------------------------|--------|---------------------|
| Administrative Fee          | \$     | 50.00               |
| Mowing and Line-Trimming    |        |                     |
| Three Workers, 6 Hours Each |        | 316.62              |
| One Worker, 1 Hour          |        | 38.78               |
| Equipment Cost              |        | 586.00              |
| Materials                   |        | 44.98               |
| <br>TOTAL                   | <br>\$ | <br><u>1,036.38</u> |

Please remit \$1,036.38, 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 November 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Pamela A. Buethe'.

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7506 Joseph Ave.

The following is a list of the expenses incurred by the Public Works Department on August 19, 2008 while mowing and line-trimming the entire yard at 7506 Joseph Ave., per your request.

**LABOR:**

|              | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|--------------|--------------------|--------------|-----------------|
| Employee #1  | \$25.38            | 6            | \$152.28        |
| Employee #2  | \$8.50             | 6            | \$51.00         |
| Employee #3  | \$18.89            | 6            | \$113.34        |
| Employee #4  | \$38.78            | 1            | \$38.78         |
| <b>TOTAL</b> |                    |              | <b>\$355.40</b> |

**EQUIPMENT:**

|                        | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|------------------------|--------------------|--------------|-----------------|
| 1 pickup               | \$20.00            | 6            | \$120.00        |
| 1 pickup               | \$20.00            | 1            | \$20.00         |
| 1 mower w/ 36" deck    | \$15.00            | 6            | \$90.00         |
| 3 line trimmers        | \$28.50            | 6            | \$171.00        |
| 1 leaf blower          | \$7.50             | 6            | \$45.00         |
| 1 Bandit brush chipper | \$50.00            | 1            | \$50.00         |
| 1 2-wheel trailer      | \$15.00            | 6            | \$90.00         |
| <b>TOTAL</b>           |                    |              | <b>\$586.00</b> |

**MATERIALS:**

|                              |                |
|------------------------------|----------------|
| 1 trailer dumpster and fees  | \$25.00        |
| 2 cans wasp spray 2 @ \$3.49 | \$6.98         |
| 20 trash bags @ \$.65        | \$13.00        |
| <b>TOTAL</b>                 | <b>\$44.98</b> |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$986.38**

8/11/08

7506 Joseph

mow — Before pictures  
taken and turned over  
to Public Works to mow.

8/11/08

8017 Parkview  
Blvd

mow — Before pictures  
taken and turned over  
to Public Works to mow.

8/11/08

7416 Parkview Blvd.

mow  
Before pictures taken and turned  
over to Public Works to mow.

## Active

Parcel Number: 010414096  
 Location: 07506 JOSEPH AVE  
 Owner: PECK/STEPHANIE J  
 C/O  
 Mail Address: 7506 JOSEPH AVE  
 LA VISTA NE 68128-  
 Legal: LOT 378 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-14-1-30051-000-0522



Click Picture/Sketch for Larger View.

## Residential Information for 1 January Roll Year 2008

|                        |              |                 |     |
|------------------------|--------------|-----------------|-----|
| Style:                 | Raised Ranch |                 |     |
| Year Built:            | 1960         | Bedrooms        | 3   |
| Bathrooms              | 1            | Total Sqft      | 864 |
| Total Bsmt Finish Sqft | 168          | Bsmt Total Sqft | 864 |
| Garage Type            |              | Garage Sqft     | 0   |
| Lot Depth              | 112          | Lot Width       | 60  |

| Misc               |                  |
|--------------------|------------------|
| Description        | Sqft or Quantity |
| BSMT GARAGE FINISH | 312              |
| CONCRETE STOOP     | 16               |
| YARD SHED          | 96               |
| DRIVEWAY           | 1                |

## Sales Information (Updated 9/21/2008)

| Sale Date<br>B & P | Grantor                                   | Grantee                               | Sale Price |
|--------------------|---|---------------------------------------|------------|
| 8/26/2005          | POSTON/LORI J                             | PECK/STEPHANIE J                      | \$113,000  |
| 05-32215           | 7506 JOSEPH AVE<br>LA VISTA NE 68128-     | 7506 JOSEPH AVE<br>LA VISTA NE 68128- |            |
| 4/27/2001          | ROBINSON/LORI J                           | POSTON/LORI J                         | \$0        |
| 01-11674           | 7506 JOSEPH AVE<br>LA VISTA NE 68128-     | 7506 JOSEPH AVE<br>LA VISTA NE 68128- |            |
| 1/31/2001          | ROBINSON/LORI J & CLINTON D               | ROBINSON/LORI J                       | \$0        |
| 01-11673           | 7506 JOSEPH AVE<br>LA VISTA NE 68128-     | 7506 JOSEPH AVE<br>LA VISTA NE 68128- |            |
| 1/25/2000          | STUCK/PAT L                               | ROBINSON/LORI J & CLINTON D           | \$76,000   |
| 00-1865            | 7506 JOSEPH AVE<br>LA VISTA NE 68128-0000 | 7506 JOSEPH AVE<br>LA VISTA NE 68128- |            |

## Valuation Information

## Valuation

PV = Partial Valuation

| Roll Year | Land Value | Impr Value | Outbuildings | Total Value |
|-----------|------------|------------|--------------|-------------|
| 2008      | \$18,000   | \$77,123   | \$0          | \$95,123    |
| 2007      | \$18,000   | \$76,630   | \$0          | \$94,630    |
| 2006      | \$18,000   | \$69,208   | \$0          | \$87,208    |













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| Total Postage & Fees                              | \$ |

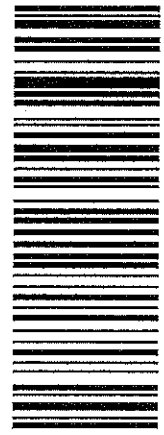
*[Signature]*  
Postmark  
Here

Sent To JAMES BARNES  
Street, Apt. No.,  
or PO Box No. 7421 IVY LANE DR  
City, State, ZIP+4 LA VISTA NE 68128

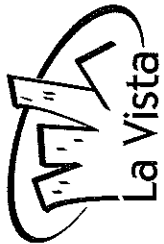
PS Form 3800, June 2002

See Reverse for Instructions

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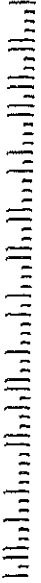
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



James L Barnes  
7421 Ivy Lane Dr  
La Vista, NE 68128

X 681 NEE 1 9071 70 09/24/08  
FORWARD, TIME EXP RTN TO SEND  
BARNES, JAMES L  
424 S 147TH PLZ APT 307  
OMAHA NE 68137-5583

RETURN TO SENDER



681281230568128132





September 23, 2008

James L Barnes  
7421 Ivy Lane Dr  
La Vista, NE 68128

RE: Lot 124/ S & S's Harvest Hill

Dear Mr. Barnes:

On August 11, 2008, your property on Ivy Lane Dr. in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On August 21, 2008, the Public Works Department mowed and line-trimmed the entire yard. A total cost of \$256.73 was incurred by the City for the clean up. The cost breakdown is as follows:

|                            |    |               |
|----------------------------|----|---------------|
| Administrative Fee         | \$ | 50.00         |
| Mowing and Line-Trimming   |    |               |
| Three Workers, 1 Hour Each |    | 72.66         |
| Equipment Cost             |    | 105.17        |
| Material Cost              |    | 28.90         |
| TOTAL                      | \$ | <u>256.73</u> |

Please remit \$256.73, 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 November 4, 2008, 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 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7421 Ivy Lane Dr.

The following is a list of the expenses incurred by the Public Works Department on August 21, 2008 while mowing and line-trimming the entire yard at 7421 Ivy Lane Dr., per your request.

**LABOR:**

|             | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|-------------|--------------------|--------------|--------------|
| Employee #1 | \$25.38            | 1            | \$25.38      |
| Employee #2 | \$38.78            | 1            | \$38.78      |
| Employee #3 | \$8.50             | 1            | \$8.50       |
| TOTAL       |                    |              | \$72.66      |

**EQUIPMENT:**

|                     | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|---------------------|--------------------|--------------|--------------|
| 2 pickups           | \$40.00            | 1            | \$40.00      |
| 1 mower w/ 36" deck | \$15.00            | 1            | \$15.00      |
| 2 line trimmers     | \$19.00            | 1            | \$19.00      |
| 1 leaf blower       | \$7.50             | 1            | \$7.50       |
| 1 16" chainsaw      | \$8.67             | 1            | \$8.67       |
| 1 2-wheel trailer   | \$15.00            | 1            | \$15.00      |
| TOTAL               |                    |              | \$105.17     |

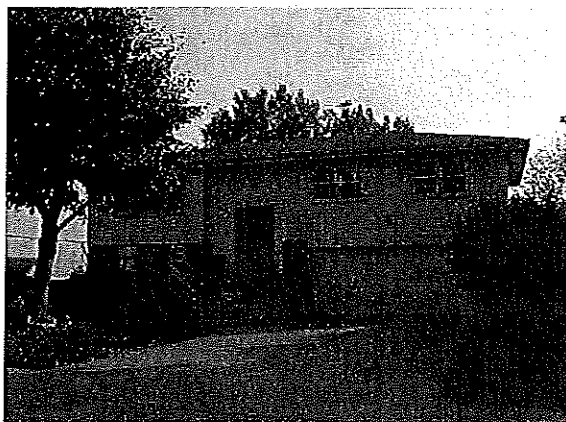
**MATERIALS:**

|                             |         |
|-----------------------------|---------|
| 1 trailer dumpster and fees | \$25.00 |
| 6 trash bags @ \$.65        | \$3.90  |
| TOTAL                       | \$28.90 |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$206.73**

## Active

Parcel Number: 010504109  
 Location: 07421 IVY LANE DR  
 Owner: BARNES/JAMES LEROY  
 C/O  
 Mail Address: 7421 IVY LANE DR  
 LA VISTA NE 68128-  
 Legal: LOT 124 S & S'S HARVEST HILL  
 Tax District: 27002  
 Map #: 2959-15-0-30014-000-0124



Click Picture/Sketch for Larger View.

| Residential Information for 1 January Roll Year 2008 |                  |                 |      |
|--|------------------|-----------------|------|
| Style:   | Split Entry      |                 |      |
| Year Built:  | 1977             | Bedrooms        | 3    |
| Bathrooms  | 1                | Total Sqft      | 1119 |
| Total Bsmt Finish Sqft                               | 500              | Bsmt Total Sqft | 1104 |
| Garage Type  |                  | Garage Sqft     | 0    |
| Lot Depth  | 135              | Lot Width       | 60   |
| Misc   |                  |                 |      |
| Description  | Sqft or Quantity |                 |      |
| BSMT GARAGE FINISH                                   | 504              |                 |      |
| CONCRETE STOOP                                       | 28               |                 |      |
| BSMT OUTSIDE ENTRY                                   | 1                |                 |      |
|  | 256              |                 |      |
| DRIVEWAY   | 1                |                 |      |

| Sales Information (Updated 9/21/2008) |  |  |            |
|---------------------------------------|--|--|------------|
| Sale Date<br>B & P                    | Grantor                                    | Grantee                                | Sale Price |
| 4/30/2007                             | WILLIS/MEIKO S                             | BARNES/JAMES LEROY                     | \$141,000  |
| 07-12768                              | 7421 IVY LANE DR<br>LA VISTA NE 68128-0000 | 7421 IVY LANE DR<br>LA VISTA NE 68128- |            |

| Valuation Information  |            |            |              |             |    |
|------------------------|------------|------------|--------------|-------------|----|
| Valuation              |            |            |              |             |    |
| PV = Partial Valuation |            |            |              |             |    |
| Roll Year              | Land Value | Impr Value | Outbuildings | Total Value | PV |
| 2008                   | \$23,000   | \$111,112  | \$0          | \$134,112   | NO |
| 2007                   | \$23,000   | \$106,359  | \$0          | \$129,359   | NO |
| 2006                   | \$23,000   | \$101,504  | \$0          | \$124,504   | NO |
| 2005                   | \$23,000   | \$98,737   | \$0          | \$121,737   | NO |
| 2004                   | \$21,000   | \$93,195   | \$0          | \$114,195   | NO |
| 2003                   | \$20,000   | \$80,478   | \$0          | \$100,478   | NO |
| 2002                   | \$18,000   | \$79,039   | \$0          | \$97,039    | NO |
| 2001                   | \$18,000   | \$72,271   | \$0          | \$90,271    | NO |
| 2000                   | \$17,460   | \$68,347   | \$0          | \$85,807    | NO |
| 1999                   | \$17,280   | \$64,420   | \$0          | \$81,700    | NO |
| 1998                   | \$15,040   | \$60,330   | \$0          | \$75,370    | NO |
| 1997                   | \$73,890   |            |              | \$73,890    | NO |
| 1996                   | \$63,731   |            |              | \$63,731    | NO |
| 1995                   | \$58,556   |            |              | \$58,556    | NO |
| 1994                   | \$59,219   |            |              | \$59,219    | NO |

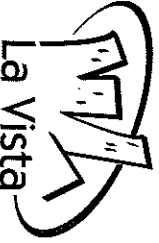






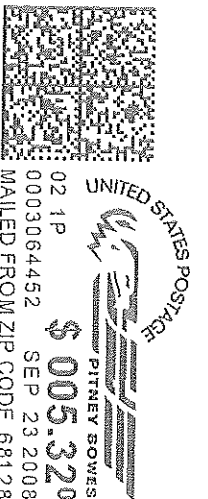






City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

7006 0810 0001 6713 7757



Amy L. Johns  
P. O. Box 460968  
Papillion, NE 68046-0968

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Street, Apt. No. or PO Box No. PO Box 460968  
City, State, ZIP+4 Papillion NE 68046-0968  
PS Form 3800, June 2002 See Reverse for Instructions

2522 ET29 1000 0190 9002

September 23, 2008



Amy L Johns  
P. O. Box 460968  
Papillion, NE 68046-0968

RE: 8762 Pine Dr  
Lot 186/Park View Heights 2nd Addition

Dear Ms. Johns:

On August 15, 2008, your property on Pine Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On August 21, 2008, the Public Works Department mowed and line-trimmed the entire yard. A total cost of \$414.40 was incurred by the City for the clean up. The cost breakdown is as follows:

|   |    |               |
|---|----|---------------|
| Administrative Fee                        | \$ | 50.00         |
| Mowing and Line-Trimming and Tire Removal |    |               |
| Three Workers, 2 Hours Each               |    | 145.32        |
| Equipment Cost                            |    | 193.00        |
| Material Cost                             |    | 26.08         |
| TOTAL                                     | \$ | <u>414.40</u> |

Please remit \$414.40, 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 November 4, 2008, 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 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

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



September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
8762 Pine Dr.

The following is a list of the expenses incurred by the Public Works Department on August 21, 2008 while mowing and line-trimming the entire yard at 8762 Pine Dr., per your request.

**LABOR:**

|             | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|-------------|--------------------|--------------|--------------|
| Employee #1 | \$25.38            | 2            | \$50.76      |
| Employee #2 | \$38.78            | 2            | \$77.56      |
| Employee #3 | \$8.50             | 2            | \$17.00      |
| TOTAL       |                    |              | \$145.32     |

**EQUIPMENT:**

|                     | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|---------------------|--------------------|--------------|--------------|
| 2 pickups           | \$40.00            | 2            | \$80.00      |
| 1 mower w/ 36" deck | \$15.00            | 2            | \$30.00      |
| 2 line trimmers     | \$19.00            | 2            | \$38.00      |
| 1 leaf blower       | \$7.50             | 2            | \$15.00      |
| 1 2-wheel trailer   | \$15.00            | 2            | \$30.00      |
| TOTAL               |                    |              | \$193.00     |

**MATERIALS:**

|                             |         |
|-----------------------------|---------|
| 1 trailer dumpster and fees | \$25.00 |
| 2 oz. Tordon RTU (Pathway)  | \$1.08  |
| TOTAL                       | \$26.08 |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$364.40**

**Valerie Houloose**

**From:** Sharon Dennis  
**Sent:** Thursday, August 14, 2008 1:01 PM  
**To:** Valerie Houloose  
**Subject:** RE: 8762 Pine Drive

I had a call from John Gahan (Planning Commission member) re: this foreclosure property across from his house.

He said it looks messy. When pushed he said the grass is 4-5 inches tall and the weeds are even taller. He could not say that he saw any noxious weeds. He said he knew the city had been in a few weeks back and cleaned the place up but it is looking bad again.

I told him usually you keep foreclosures on your 'watch' list, especially since the city has cleaned it up once already.  
Also, that the grass has to be one foot tall before it is a code violation.

I told him I would give you the message.....but, if this is on your watch list, it may not need to be formally written up, I would leave that to you. That was okay with him.

Sharon Dennis  
Secretary  
Community Development Department  
[sdennis@ci.la-vista.ne.us](mailto:sdennis@ci.la-vista.ne.us)  
331-4343

*Check;  
already on  
the list of repeat offenders.  
8/15/08 Took before pictures  
and turned over to Public  
Works to mow.*

**Active**

Parcel Number: 010566198  
 Location: 08762 \PINE DR  
 Owner: JOHNS/AMY L  
 C/O  
 Mail Address: P O BOX 460968  
 PAPILLION NE 68046-0968  
 Legal: LOT 186 PARK VIEW HEIGHTS 2ND ADD  
 Tax District: 27002  
 Map #: 2959-15-0-30006-000-0292



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2008

|                        |             |                 |      |
|------------------------|-------------|-----------------|------|
| Style:                 | Split Entry |                 |      |
| Year Built:            | 1966        | Bedrooms        | 3    |
| Bathrooms              | 1           | Total Sqft      | 1044 |
| Total Bsmt Finish Sqft | 635         | Bsmt Total Sqft | 1008 |
| Garage Type            |             | Garage Sqft     | 0    |
| Lot Depth              | 0           | Lot Width       |      |

Misc

| Description        | Sqft or Quantity |
|--------------------|------------------|
| PATIO              | 144              |
| BSMT GARAGE FINISH | 288              |
| BSMT OUTSIDE ENTRY | 1                |
| PORCH, ROOFED      | 30               |
| WOOD DECK          | 144              |
| DRIVEWAY           | 1                |

Sales Information (Updated 9/21/2008)

| Sale Date<br>B & P | Grantor                                   | Grantee                            | Sale Price |
|--------------------|---|------------------------------------|------------|
| 10/27/2006         | JAFFEY/DEANNA L                           | JOHNS/AMY L                        | \$126,000  |
| 06-37716           | 8762 PINE DR<br>LA VISTA NE 68128-        | 8762 PINE DR<br>LA VISTA NE 68128- |            |
| 9/15/2005          | JAFFEY/DAVID M & DEANNA L                 | JAFFEY/DEANNA L                    | \$0        |
| 05-37083           | 8762 PINE DRIVE<br>LA VISTA NE 68128-0000 | 8762 PINE DR<br>LA VISTA NE 68128- |            |

Valuation Information

Valuation

PV = Partial Valuation

| Roll Year | Land Value | Impr Value | Outbuildings | Total Value |
|-----------|------------|------------|--------------|-------------|
| 2008      | \$22,000   | \$103,528  | \$0          | \$125,528   |
| 2007      | \$22,000   | \$98,081   | \$0          | \$120,081   |
| 2006      | \$22,000   | \$85,492   | \$0          | \$107,492   |
| 2005      | \$22,000   | \$80,068   | \$0          | \$102,068   |
| 2004      | \$20,000   | \$76,109   | \$0          | \$96,109    |
| 2003      | \$20,000   | \$73,837   | \$0          | \$93,837    |
| 2002      | \$20,000   | \$71,523   | \$0          | \$91,523    |











7764 7713 6713 0001 0810 0006

|   |    |
|---|----|
| <b>U.S. Postal Service™</b><br><b>CERTIFIED MAIL™ RECEIPT</b><br>(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<br>(Endorsement Required)  |    |
| Restricted Delivery Fee<br>(Endorsement Required)   |    |
| Total Postage & Fees  | \$ |
| Sent To <b>MICHAEL MASTERS</b><br>Street, Apt. No.,<br>or PO Box No. <b>7701 GRACE COURT</b><br>City, State, ZIP+4 <b>CAVISTA NE 68128-2635</b> |    |
| PS Form 3800, June 2002 <span style="float: right;">See Reverse for Instructions</span>   |    |

Postmark Here  
9-25-08

**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:

**MICHAEL MASTERS**  
**7701 GRACE COURT**  
**CAVISTA NE 68128-2635**

2. Article Number  
(Transfer from service label)

7006 0810 0001 6713 7764

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☒ Agent ☒ Addressee  
*Michael J. Masters*
- B. Received by (Printed Name) *Michael J. Masters*
- C. Date of Delivery *9-25-08*
- D. Is delivery address different from item 1? ☐ Yes ☒ No  
 If YES, enter delivery address below:

3. Service Type
- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

4. Restricted Delivery? (Extra Fee) ☐ Yes

September 23, 2008



Michael J. Masters  
7701 Grace Court  
La Vista, NE 68128-2635

RE: Lot 1484/La Vista

Dear Mr. Masters:

On July 24, 2008, your property on Grace Court in La Vista was in violation of the City of La Vista's Zoning Code, Section 7.12 and a letter was sent to the above address that stated the hedge on the property needs to be trimmed to four feet past the front exterior of the house, and the rest to six feet by August 8, 2008 or the City would correct the violation at the owner's expense. On August 21, 2008, the Public Works Department trimmed the hedge. A total cost of \$276.14 was incurred by the City for the clean up. The cost breakdown is as follows:

|                           |    |               |
|---------------------------|----|---------------|
| Administrative Fee        | \$ | 50.00         |
| Hedge Trimming            |    |               |
| Two Workers, 2 Hours Each |    | 128.32        |
| One Worker, 1 Hour        |    | 8.50          |
| Equipment Cost            |    | 63.67         |
| Material Cost             |    | 25.65         |
| TOTAL                     | \$ | <u>276.14</u> |

Please remit \$276.14, 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 November 4, 2008, 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 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

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



September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7701 Grace Ct.

The following is a list of the expenses incurred by the Public Works Department on August 21, 2008 while trimming the hedge at 7701 Grace Ct., per your request. The yard had been mowed by the resident.

**LABOR:**

|              | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u>    |
|--------------|--------------------|--------------|-----------------|
| Employee #1  | \$25.38            | 2            | \$50.76         |
| Employee #2  | \$38.78            | 2            | \$77.56         |
| Employee #3  | \$8.50             | 1            | \$8.50          |
| <b>TOTAL</b> |                    |              | <b>\$136.82</b> |

**EQUIPMENT:**

|                     | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u>   |
|---------------------|--------------------|--------------|----------------|
| 2 pickups           | \$40.00            | 1            | \$40.00        |
| 1 gas hedge trimmer | \$7.50             | 1            | \$7.50         |
| 1 leaf blower       | \$7.50             | 1            | \$7.50         |
| 1 14" chainsaw      | \$8.67             | 1            | \$8.67         |
| <b>TOTAL</b>        |                    |              | <b>\$63.67</b> |

**MATERIALS:**

|                             |                |
|-----------------------------|----------------|
| 1 trailer dumpster and fees | \$25.00        |
| 1 trash bags @ \$.65        | \$0.65         |
| <b>TOTAL</b>                | <b>\$25.65</b> |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$226.14**

7/24/08

Michael Masters  
7701 Grace Ct.  
La Vista, NE 68128

Re: Lot #1484  
La Vista

To: Michael Masters,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

This letter is to notify you that the hedge needs to be trimmed to four feet past the front exterior of the house and the rest to six feet. Please correct the violation by 8/8/2008 or the city will send a crew out to correct the violation. All violations corrected by the city will be at the owner's expense.

If you have any questions or concerns, please contact us at 331-4343.

Thank you,

*Valerie Houloose*  
Valerie Houloose  
Code Enforcement Inspector

8/11/08 Not done; took before  
pictures & turned over to  
Public Works to trim the  
hedge to compliance  
heights.

# City of La Vista

## Service Request Form



☐ Council Member

☒ Citizen

☐ Employee

Caller's Name:

Address:

Phone Number:

Date Received: 07/21/2008 Time Received: 1:38 pm

Received By: sd

Request by Phone: ☒

Request by Mail: ☐

Request in Person: ☐

Nature of Request: 7710 Grace Court the hedges in the front are 8 ft. tall and need to be trimmed to code.

Department Responsible for Action: Code Enforcement Assigned Date: 07/21/2008

Report of Action:

*Should be 7701  
Grace  
Ct.*

Date Accomplished:

Reviewed by DH:

Date:

Reviewed by CA:

Date:

*Send a  
letter.*

Date Mailed:

## Active

Parcel Number: 010541624  
 Location: 07701 \GRACE CT  
 Owner: MASTERS/MICHAEL JOHN  
 C/O  
 Mail Address: 7701 GRACE CT  
 LA VISTA NE 68128-2635  
 Legal: LOT 1484 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-0799



Click Picture/Sketch for Larger View.

| Residential Information for 1 January Roll Year 2008 |                  |                 |     |
|--|------------------|-----------------|-----|
| Style:   | Split Entry      |                 |     |
| Year Built:  | 1973             | Bedrooms        | 3   |
| Bathrooms  | 1                | Total Sqft      | 994 |
| Total Bsmt Finish Sqft                               | 528              | Bsmt Total Sqft | 960 |
| Garage Type  |                  | Garage Sqft     | 0   |
| Lot Depth  | 0                | Lot Width       |     |
| Misc   |                  |                 |     |
| Description  | Sqft or Quantity |                 |     |
| BSMT GARAGE FINISH                                   | 288              |                 |     |
| OPEN SLAB PORCH                                      | 24               |                 |     |
| WOOD DECK  | 177              |                 |     |
| YARD SHED  | 64               |                 |     |
| DRIVEWAY   | 1                |                 |     |

| Sales Information (Updated 9/21/2008) |  |  |            |
|---------------------------------------|--|--|------------|
| Sale Date<br>B & P                    | Grantor  | Grantee  | Sale Price |
| 12/28/2007<br>07-38147                | MASTERS/MICHAEL J & JONATHA J<br>7701 GRACE CT<br>LA VISTA NE 68128-2635 | MASTERS/MICHAEL JOHN<br>7701 GRACE CT<br>LA VISTA NE 68128-2635          | \$0        |
| 6/17/2005<br>05-20754                 | GIPSON/LEE W & DONNA<br>7701 GRACE CT<br>LA VISTA NE 68128-0000          | MASTERS/MICHAEL J & JONATHA J<br>7701 GRACE CT<br>LA VISTA NE 68128-2635 | \$119,000  |

| Valuation Information  |            |            |              |             |    |
|------------------------|------------|------------|--------------|-------------|----|
| Valuation              |            |            |              |             |    |
| PV = Partial Valuation |            |            |              |             |    |
| Roll Year              | Land Value | Impr Value | Outbuildings | Total Value | PV |
| 2008                   | \$18,000   | \$94,541   | \$0          | \$112,541   | NO |
| 2007                   | \$18,000   | \$93,652   | \$0          | \$111,652   | NO |
| 2006                   | \$18,000   | \$88,018   | \$0          | \$106,018   | NO |
| 2005                   | \$18,000   | \$80,644   | \$0          | \$98,644    | NO |
| 2004                   | \$18,000   | \$76,321   | \$0          | \$94,321    | NO |
| 2003                   | \$18,000   | \$73,420   | \$0          | \$91,420    | NO |
| 2002                   | \$18,000   | \$71,156   | \$0          | \$89,156    | NO |
| 2001                   | \$16,000   | \$66,371   | \$0          | \$82,371    | NO |
| 2000                   | \$15,520   | \$60,442   | \$0          | \$75,962    | NO |
| 1999                   | \$15,360   | \$56,118   | \$0          | \$71,478    | NO |
| 1998                   | \$11,280   | \$52,164   | \$0          | \$63,444    | NO |
| 1997                   | \$62,213   |            |              | \$62,213    | NO |





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|---|----|-------------------|
| Postage   | \$ | <br>Postmark Here |
| Certified Fee                                     |    |                   |
| Return Receipt Fee<br>(Endorsement Required)      |    |                   |
| Restricted Delivery Fee<br>(Endorsement Required) |    |                   |
| Total Postage & Fees                              | \$ |                   |

7006 0810 0001 6713 7788

Sent To ONE MAYFAIR PLACE LLC  
 Street, Apt. No., or PO Box No. 1718 HILLCREST DR  
 City, State, ZIP+4 BELLEVUE NE 68005

PS Form 3800, June 2002 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY  |
|--|--|
| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>[Signature]</u> C. Date of Delivery <u>9/29/08</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>         If YES, enter delivery address below:</p> |
| <p>1. Article Addressed to:</p> <p><u>ONE MAYFAIR PLACE LLC</u><br/> <u>1718 HILLCREST DR</u><br/> <u>BELLEVUE NE 68005</u></p>  | <p>3. Service Type<br/> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail<br/> <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>  |
| <p>2. Article Number<br/>         (Transfer from service label)</p>  | <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>  |

7006 0810 0001 6713 7788

September 26, 2008

One Mayfair Place LLC  
1718 Hillcrest Dr  
Bellevue, NE 68005



RE: Lot 11A Mayfair 2nd Addition Replat One

To Whom It May Concern:

On August 20, 2008, your property in La Vista (Lot 11A Mayfair 2nd Addition Replat One) was in violation of the City of La Vista's Municipal Code, Section 133.01. On September 4, 2008, the Public Works Department mowed the lot. A total cost of \$502.57 was incurred by the City for the clean up. The cost breakdown is as follows:

|                     |    |               |
|---------------------|----|---------------|
| Administrative Fee  | \$ | 50.00         |
| Mowing              |    |               |
| One Worker, 7 Hours |    | 271.46        |
| One Worker, 1 Hour  |    | 14.61         |
| Equipment Cost      |    | 160.00        |
| Material Cost       |    | 6.50          |
| TOTAL               | \$ | <u>502.57</u> |

Please remit \$502.57, 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 November 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Pamela A. Buethe".

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
Vacant lot next to 9901 Idora

The following is a list of the expenses incurred by the Public Works Department on September 4, 2008 while mowing the vacant lot next to 9901 Idora, per your request.

**LABOR:**

|             | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|-------------|--------------------|--------------|--------------|
| Employee #1 | \$38.78            | 7            | \$271.46     |
| Employee #2 | \$14.61            | 1            | \$14.61      |
| TOTAL       |                    |              | \$286.07     |

**EQUIPMENT:**

|                              | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|------------------------------|--------------------|--------------|--------------|
| 1 pickup                     | \$20.00            | 1            | \$20.00      |
| 1 tractor with batwing mower | \$20.00            | 7            | \$140.00     |
| TOTAL                        |                    |              | \$160.00     |

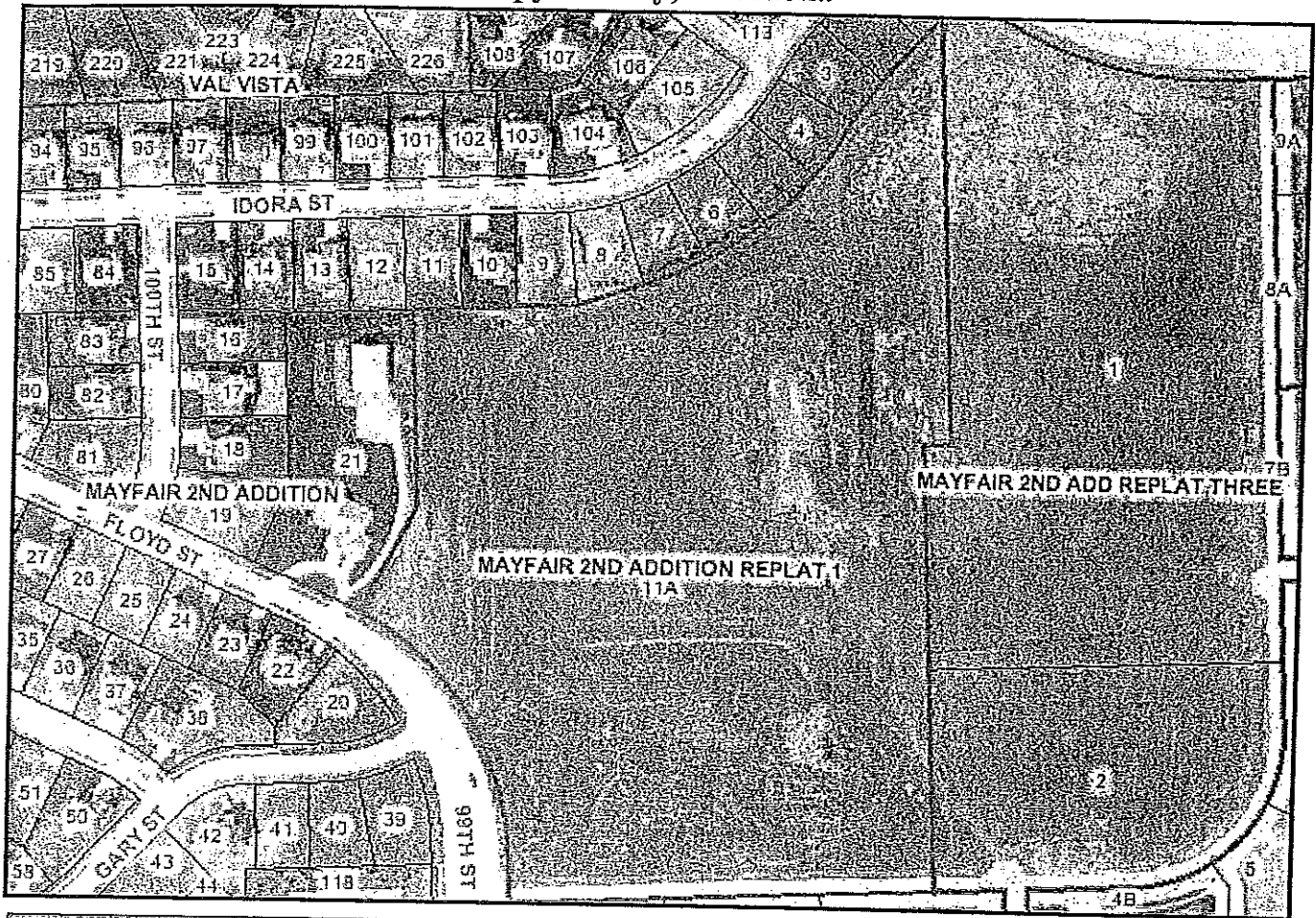
**MATERIALS:**

|                       |        |
|-----------------------|--------|
| 10 trash bags @ \$.65 | \$6.50 |
| TOTAL                 | \$6.50 |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$452.57**



## Sarpy County, Nebraska



|                   |   |                    |           |
|-------------------|---|--------------------|-----------|
| Parcel ID Number  | 011572708                               | Neighborhood Code  | 175       |
| Owner Name        | ONE MAYFAIR PLACE LLC                   | Property Type      | COMM      |
| Mailing Address   | 1718 HILLCREST DR                       | Improvements Value | \$0       |
| City State        | BELLEVUE NE                             | Land Value         | \$972,696 |
| Zip Code          | 68005-                                  | Total Value        | \$972,696 |
| Property Address  |   | Tax District       | 27126     |
| Legal Description | LOT 11A MAYFAIR 2ND ADDITION REPLAT ONE |                    |           |

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

**Map Scale**  
1 inch = 240 feet

**Active**

Parcel Number: 011572708  
 Location:  
 Owner: ONE MAYFAIR PLACE LLC  
 C/O  
 Mail Address: 1718 HILLCREST DR  
 BELLEVUE NE 68005-  
 Legal: LOT 11A MAYFAIR 2ND ADDITION  
 REPLAT ONE  
 Tax District: 27126  
 Map #: 2959-16-4-30041-000-0011



Click Picture/Sketch for Larger View.

| Commercial Information for 1 January Roll Year 2008 |   |  |             |                  |             |
|---|---|--|-------------|------------------|-------------|
| Improvement Information                             |   |  |             |                  |             |
| Business Name:                                      |   |  |             |                  |             |
| Primary Description:                                |   |  |             |                  |             |
| Commercial units:                                   |   |  |             |                  |             |
| Lot Sqft:   |   | 555826   |             |                  |             |
| Total Area:   |   | 0  |             |                  |             |
| Building Information                                |   |  |             |                  |             |
| Bldg #  | Built   | STORIES  | Total Area  | Ext Wall         | DESCRIPTION |
| Refinements   |   |  |             |                  |             |
| Bldg #  | Sec #   | Code   | Description | Sqft or Quantity |             |
| Sales Information (Updated 9/24/2008)               |   |  |             |                  |             |
| Sale Date<br>B & P                                  | Grantor   | Grantee  | Sale Price  |                  |             |
| 12/16/2005<br>05-46366                              | SMITH/JOHN J TRUSTEE OF THE<br>RKS FAMILY TRUST<br>810 N 96TH ST 3RD FLOOR<br>OMAHA NE 68114- | ONE MAYFAIR PLACE LLC<br>1718 HILLCREST DR<br>BELLEVUE NE 68005- | \$1,028,277 |                  |             |
| 2/18/2003<br>03-13437                               | SMITH/JOHN J<br>1718 HILLCREST DR<br>BELLEVUE NE 68005-                                       | ONE MAYFAIR PLACE LLC<br>1718 HILLCREST DR<br>BELLEVUE NE 68005- | \$1,800,000 |                  |             |
| 12/13/2001<br>01-41759                              | RKS FAMILY INVESTMENTS~LIMITED<br>1718 HILLCREST DR<br>BELLEVUE NE 68005-                     | ONE MAYFAIR PLACE LLC<br>1718 HILLCREST DR<br>BELLEVUE NE 68005- |             |                  |             |

**CHARLES R. CLATTERBUCK dba CLATTERBUCK PROPERTIES**

1718 Hillcrest Drive Bellevue, NE 68005

402-291-7824 Fax 402-291-3095

October 14, 2008

City of LaVista  
ATTN: Pamela A. Buethe  
8116 Park View Blvd  
LaVista NE 68128

RE: Lot 11A Mayfair

Dear Ms. Buethe:

I am confused with your letter as I felt we, at all times, were in compliance with all city municipal codes.

Enclosed is a copy of a letter dated June 24, 2008 for violation of mowing the property. Also enclosed is a copy of our invoice and letter that the property was mowed on June 29, 2008 and was scheduled for mowing September 5, 2008 when the contractor realized it was mowed prior to September 5<sup>th</sup> 2008.

I, as a good neighbor am confused on policy and the decision making process but we do realize the property needs to be mowed and weed free. We responded and scheduled mowing but we didn't have any contact after the letter dated June 24, 2008.

Sincerely,



Charles R. Clatterbuck



September 26, 2008

One Mayfair Place LLC  
1718 Hillcrest Dr  
Bellevue, NE 68005

RE: Lot 11A Mayfair 2nd Addition Replat One

To Whom It May Concern:

On August 20, 2008, your property in La Vista (Lot 11A Mayfair 2nd Addition Replat One) was in violation of the City of La Vista's Municipal Code, Section 133.01. On September 4, 2008, the Public Works Department mowed the lot. A total cost of \$502.57 was incurred by the City for the clean up. The cost breakdown is as follows:

|                     |    |        |
|---------------------|----|--------|
| Administrative Fee  | \$ | 50.00  |
| Mowing              |    |        |
| One Worker, 7 Hours |    | 271.46 |
| One Worker, 1 Hour  |    | 14.61  |
| Equipment Cost      |    | 160.00 |
| Material Cost       |    | 6.50   |
| TOTAL               | \$ | 502.57 |

Please remit \$502.57, 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 November 4, 2008, 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 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

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



# Invoice

**Centennial Enterprises, Inc.**  
**22879 Centennial Rd.**  
**Gretna, NE 68028**

Date

Invoice #

9/5/2008

50186

Bill To

One Mayfair Place  
Boyer Young Development  
9719 Giles Road  
La Vista, NE 68128

| Quantity | Description   | Rate            | Amount          |
|----------|---|-----------------|-----------------|
| 1        | Mowed One Mayfair Place on 6/29/08<br>State of Nebraska | 200.00<br>5.50% | 200.00<br>0.00  |
|          |   | <b>Total</b>    | <b>\$200.00</b> |

Centennial Enterprises, Inc.  
22879 Centennial Rd.  
Gretna, NE 68028

October 7, 2008

Boyer Young Development  
9719 Giles Road  
La Vista, NE 68128

One Mayfair Place was mowed by Centennial Enterprises, Inc. on 6/29/08.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Young". The signature is fluid and cursive, with the first name "Nick" and last name "Young" clearly distinguishable.

Nick Young  
Centennial Enterprises, Inc.

\* \* \* Transmission Result Report (MemoryTX) ( Jun.25. 2008 10:01AM ) \* \* \*

1) CLATTERBUCK PROPERTIES  
2)

L a/Time: Jun.25. 2008 10:01AM

| File | No. Mode  | Destination | Pa (s) | Result | Page Not Sent |
|------|-----------|-------------|--------|--------|---------------|
| 2061 | Memory TX | Boyer Young | P. 1   | OK     |               |

Reason for error

E.1) Hang up or line fail  
E.3) No answer

E.2) Busy

E.4) No facsimile connection

*Boyer/Young*

To *Tim Young*

6/24/08

One Mayfair Place LLC  
1718 Hillcrest Drive  
Bellevue, NE 68005

Re: Lot #11A  
Mayfair 2<sup>nd</sup> Addition Replat One

To: One Mayfair Place LLC,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

This letter is to inform you of our city's ordinance on mowing property. Please mow the entire lot by 7/1/2008. A copy of the City of La Vista's ordinance on weeds has been enclosed for you to read. After the first initial notice of the growing season, the city does not need to contact the property owner again when in violation. The city can go onto the property at any time during the remainder of the growing season and correct the violation. Any violation corrected by the city is at the owner's expense. Please maintain the property; this will be the only notice.

If you have any questions, please contact us at 331-4343.

Thank you,  
*Valerie Hecolose*  
Valerie Hecolose  
Code Enforcement Inspector

*La Vista*

*You in charge, remember we lost individual mowing for key as he lost ground & not economical for him to mow at his charge. Get done as cheap as possible. HSH*

*Classified*

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

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

Fire  
8170 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

Golf Course  
8805 Park View Blvd.  
p: 402-335-9147

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

Police  
7701 South 6th St.  
p: 402-331-1982  
f: 402-331-7210

Public Works  
9500 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1151

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



October 16, 2008

Charles R. Clatterbuck  
1718 Hillcrest Drive  
Bellevue, NE 68005

RE: Property at Lot 11A Mayfair 2nd Addition Replat One

Dear Mr. Clatterbuck;

In response to your letter, dated October 14, 2008, I have attached a copy of the City's Municipal Code 133.01, which explains the City's ordinance concerning stagnant waters, weeds, and litter. Please note section B, which pertains to the allowed height of grass.

The City notified you of a violation on the above property in June of 2008. Though that violation was taken care of, the City is not required to notify the property owner of any additional violations during the season. See section F(3) of Municipal Code 133.01.

A complaint was received on August 19th, 2008 for the property, and on September 4th, the City mowed the property.

If you have any questions, please feel free to contact me at 402-331-4343.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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Recreation  
8116 Park View Blvd.  
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## **CHAPTER 133: OFFENSES AGAINST PUBLIC HEALTH AND SAFETY**

### **Section**

- 133.01 Stagnant waters, weeds, and litter
- 133.02 Hitching rides
- 133.03 Use of certain toxic vapors or fumes
- 133.04 Sale of intoxicants prohibited
- 133.05 Tobacco; prohibited to persons under 18 years of age

### **§ 133.01 STAGNANT WATERS, WEEDS, AND LITTER.**

(A) Lots or pieces of ground within the city shall be drained or filled so as to prevent stagnant water or any other nuisance accumulating thereon.

(B) The owner or occupant of any lot or piece of ground within the city shall keep the lot or piece of ground and the adjoining streets and alleys free of any growth of 12 inches or more in height of weeds, grasses, or worthless vegetation.

(C) The throwing, depositing, or accumulation of litter on any lot or piece of ground within the city is prohibited, except that grass, leaves, and worthless vegetation may be used as a ground mulch or in a compost pile.

(D) It is hereby declared to be a nuisance to permit or maintain any growth of 12 inches or more in height of weeds, grasses, or worthless vegetation or to litter or cause litter to be deposited or remain thereon except in proper receptacles.

(E) Any owner or occupant of a lot or piece of ground shall, upon conviction of violating this section, be guilty of an offense.

(F) (1) The city shall, during the month of April of each year, publish or cause to be published in one or more newspapers of general circulation within the city a general notice setting forth the requirements of this section.

(2) In addition to the above general notice, notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. Within five days after receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing with the city or fails to comply with the order to abate and

remove the nuisance, the city may have such work done. The costs and expenses of any such work shall be paid by the owner. If unpaid for two months after such work is done, the city may either:

(a) Levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed; or

(b) Recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

(3) At all times thereafter until new growth of the following year, the city shall have the right, without providing further notice to such owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground, to continue cutting and/or removing from such lot or ground all litter or weeds or grass or worthless vegetation which has reached a height of 12 inches or more.

(G) For purposes of this section:

(1) **LITTER** includes, but is not limited to:

(a) Trash, rubbish, refuse, garbage, paper, rags, and ashes;

(b) Wood, plaster, cement, brick, or stone building rubble;

(c) Grass, leaves, and worthless vegetation;

(d) Offal and dead animals; and

(e) Any machine or machines, vehicle or vehicles, or parts of a machine or vehicle which have lost their identity, character, utility, or serviceability as such through deterioration, dismantling, or the ravages of time, are inoperative or unable to perform their intended functions, or are cast off, discarded, or thrown away or left as waste, wreckage, or junk; and

(2) **WEEDS** includes, but is not limited to, bindweed (*Convolvulus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centaurea picris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus* sp.) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

('79 Code, § 6-328) (Ord. 147, passed - -; Am. Ord. 450, passed 9-15-87; Am. Ord. 547, passed 6-16-92; Am. Ord. 938, passed 8-17-04) Penalty, see § 10.99

**Statutory reference:**

*Municipal authority; notice and hearing requirements, see Neb. RS 16-230*

*Additional authority to regulate nuisances, see Neb. RS 18-1720*















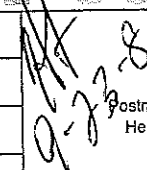


7006 0810 0001 6713 7726

**U.S. Postal Service™**  
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**OFFICIAL USE**

|   |    |  |
|---|----|--|
| Postage   | \$ | <br>Postmark Here |
| Certified Fee                                     |    |  |
| Return Receipt Fee<br>(Endorsement Required)      |    |  |
| Restricted Delivery Fee<br>(Endorsement Required) |    |  |
| Total Postage & Fees                              | \$ |  |

Sent To **JEFFREY ALLEN**  
 Street, Apt. No., or PO Box No. **7312 LILLIAN AVE**  
 City, State, ZIP+4 **LA VISTA NE 68128**

PS Form 3800, June 2002

See Reverse for Instructions

**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:

**JEFFREY ALLEN**  
**7312 LILLIAN AVE**  
**LA VISTA, NE 68128**

2. Article Number  
 (Transfer from service label)

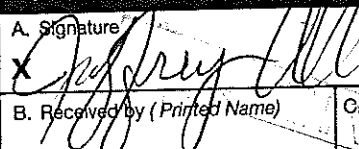
7006 0810 0001 6713 7726

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

|   |  |
|---|--|
| A. Signature<br>   | <input type="checkbox"/> Agent<br><input type="checkbox"/> Addressee |
| B. Received by (Printed Name)   | C. Date of Delivery<br><b>10/1/08</b>                                |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No |  |

3. Service Type

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                              |
| <input type="checkbox"/> Registered                | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                                    |

4. Restricted Delivery? (Extra Fee) ☐ Yes





September 23, 2008

Jeffrey D Allen  
7312 Lillian Ave  
La Vista, NE 68128

RE: Lot 533/La Vista Replat

Dear Mr. Allen:

On August 19, 2008, your property on Lillian Ave in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On August 26, 2008, the Public Works Department mowed and line-trimmed the entire yard. A total cost of \$265.25 was incurred by the City for the clean up. The cost breakdown is as follows:

|   |    |               |
|---|----|---------------|
| Administrative Fee                        | \$ | 50.00         |
| Mowing and Line-Trimming and Tire Removal |    |               |
| Three Workers, 1 Hour Each                |    | 78.58         |
| Equipment Cost                            |    | 105.17        |
| Material Cost                             |    | 31.50         |
| TOTAL                                     | \$ | <u>265.25</u> |

Please remit \$265.25, 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 November 4, 2008, 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 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7312 Lillian Ave.

The following is a list of the expenses incurred by the Public Works Department on August 26, 2008 while mowing and line-trimming the entire yard at 7312 Lillian Ave., per your request.

**LABOR:**

|             | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|-------------|--------------------|--------------|--------------|
| Employee #1 | \$38.78            | 1            | \$38.78      |
| Employee #2 | \$25.19            | 1            | \$25.19      |
| Employee #3 | \$14.61            | 1            | \$14.61      |
| TOTAL       |                    |              | \$78.58      |

**EQUIPMENT:**

|                     | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|---------------------|--------------------|--------------|--------------|
| 2 pickups           | \$40.00            | 1            | \$40.00      |
| 1 mower w/ 36" deck | \$15.00            | 1            | \$15.00      |
| 2 line trimmers     | \$19.00            | 1            | \$19.00      |
| 1 leaf blower       | \$7.50             | 1            | \$7.50       |
| 1 16" chainsaw      | \$8.67             | 1            | \$8.67       |
| 1 2-wheel trailer   | \$15.00            | 1            | \$15.00      |
| TOTAL               |                    |              | \$105.17     |

**MATERIALS:**

|                                      |         |
|--------------------------------------|---------|
| 1 trailer dumpster and fees          | \$25.00 |
| 10 heavy duty trash bags @ \$.65 ea. | \$6.50  |
| TOTAL                                | \$31.50 |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$215.25**

## Active

Parcel Number: 010556419  
 Location: 07312 LILLIAN AVE  
 Owner: ALLEN/JEFFREY D  
 C/O  
 Mail Address: 7312 LILLIAN AVE  
 LA VISTA NE 68128-  
 Legal: LOT 533 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-14-1-30051-000-0499



Click Picture/Sketch for Larger View.

| Residential Information for 1 January Roll Year 2008 |                  |                 |     |
|--|------------------|-----------------|-----|
| Style:   | Raised Ranch     |                 |     |
| Year Built:  | 1961             | Bedrooms        | 3   |
| Bathrooms  | 1                | Total Sqft      | 878 |
| Total Bsmt Finish Sqft                               | 456              | Bsmt Total Sqft | 864 |
| Garage Type  |                  | Garage Sqft     | 0   |
| Lot Depth  | 0                | Lot Width       |     |
| Misc   |                  |                 |     |
| Description  | Sqft or Quantity |                 |     |
| OPEN SLAB PORCH                                      | 436              |                 |     |
| BSMT GARAGE FINISH                                   | 312              |                 |     |
| BSMT OUTSIDE ENTRY                                   | 1                |                 |     |
| DRIVEWAY   | 1                |                 |     |

| Sales Information (Updated 9/21/2008) |  |  |            |
|---------------------------------------|--|--|------------|
| Sale Date<br>B & P                    | Grantor                                | Grantee                                | Sale Price |
| 12/30/2004                            | ALLEN/JUANITA                          | ALLEN/JEFFREY D                        | \$1        |
| 05-00646                              | 1503 S 25TH AVE<br>OMAHA NE 68105-0000 | 7312 LILLIAN AVE<br>LA VISTA NE 68128- |            |

| Valuation Information               |            |            |              |             |    |
|-------------------------------------|------------|------------|--------------|-------------|----|
| Valuation<br>PV = Partial Valuation |            |            |              |             |    |
| Roll Year                           | Land Value | Impr Value | Outbuildings | Total Value | PV |
| 2008                                | \$18,000   | \$84,455   | \$0          | \$102,455   | NO |
| 2007                                | \$18,000   | \$84,130   | \$0          | \$102,130   | NO |
| 2006                                | \$18,000   | \$76,647   | \$0          | \$94,647    | NO |
| 2005                                | \$18,000   | \$68,859   | \$0          | \$86,859    | NO |
| 2004                                | \$18,000   | \$65,171   | \$0          | \$83,171    | NO |
| 2003                                | \$18,000   | \$62,833   | \$0          | \$80,833    | NO |
| 2002                                | \$18,000   | \$60,918   | \$0          | \$78,918    | NO |
| 2001                                | \$16,000   | \$56,362   | \$0          | \$72,362    | NO |
| 2000                                | \$15,520   | \$52,254   | \$0          | \$67,774    | NO |
| 1999                                | \$15,360   | \$47,901   | \$0          | \$63,261    | NO |
| 1998                                | \$11,280   | \$46,572   | \$0          | \$57,852    | NO |
| 1997                                | \$56,718   |            |              | \$56,718    | NO |
| 1996                                | \$49,563   |            |              | \$49,563    | NO |
| 1995                                | \$46,105   |            |              | \$46,105    | NO |
| 1994                                | \$41,498   |            |              | \$41,498    | NO |
| 1993                                | \$39,902   |            |              | \$39,902    | NO |



















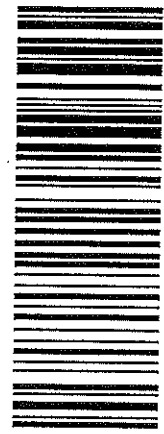


7006 0810 0001 6713 7733

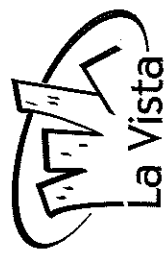
|   |    |
|---|----|
| <b>U.S. Postal Service™</b><br><b>CERTIFIED MAIL™ RECEIPT</b><br>(Domestic Mail Only; No Insurance Coverage Provided)   |    |
| For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>  |    |
| <b>OFFICIAL USE</b>   |    |
| Postage   | \$ |
| Certified Fee   |    |
| Return Receipt Fee<br>(Endorsement Required)  |    |
| Restricted Delivery Fee<br>(Endorsement Required)   |    |
| Total Postage & Fees  | \$ |
| Sent To<br><b>WENDY FAUST &amp; ANDREW JACKSON</b><br>Street, Apt. No.,<br>or PO Box No. <b>7406 S 70TH ST</b><br>City, State, Zip+4 <b>LA VISTA NE 68128</b> |    |
| PS Form 3800, June 2002 See Reverse for Instructions  |    |

*Handwritten:* 2-23-08  
Postmark Here

**CERTIFIED MAIL™**



7006 0810 0001 6713 7733



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

*Handwritten:* 9-27  
 1st NOTICE  
 2nd NOTICE 10-4  
 3rd NOTICE 10-12

Wendy Faust & Andrew Jackson  
 7406 S 70th St  
 La Vista, NE 68128

NIXIE 681 4E 1 70 10/15/08  
 RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD  
 EC: 6812821989 \*1086-00302-29-44  
 6812821989

September 23, 2008



Wendy Faust & Andrew Jackson  
7406 S 70th St  
La Vista, NE 68128

RE: Lot 199/La Vista Replat

Dear Ms. Faust & Mr. Jackson:

On August 5, 2008, your property on S 70th St in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent to the above address that stated the property needed to be mowed by August 11, 2008 or the City would correct the violation at the owner's expense. On August 21, 2008, the Public Works Department mowed and line-trimmed the entire yard. A total cost of \$246.76 was incurred by the City for the clean up. The cost breakdown is as follows:

|   |           |                      |
|---|-----------|----------------------|
| Administrative Fee                        | \$        | 50.00                |
| Mowing and Line-Trimming and Tire Removal |           |                      |
| Three Workers, 1 Hour Each                |           | 72.66                |
| Equipment Cost                            |           | 96.50                |
| Material Cost                             |           | 27.60                |
| <b>TOTAL</b>                              | <b>\$</b> | <b><u>246.76</u></b> |

Please remit \$246.76, 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 November 4, 2008, 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". The signature is written in dark ink and is positioned above the printed name and title.

Pamela A. Buethe, CMC  
City Clerk

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

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

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f: 402-537-3902

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f: 402-331-7210

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

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7406 S. 70th St.

The following is a list of the expenses incurred by the Public Works Department on August 21, 2008 while mowing and line-trimming the entire yard at 7406 S. 70th St., per your request.

**LABOR:**

|             | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|-------------|--------------------|--------------|--------------|
| Employee #1 | \$25.38            | 1            | \$25.38      |
| Employee #2 | \$38.78            | 1            | \$38.78      |
| Employee #3 | \$8.50             | 1            | \$8.50       |
| TOTAL       |                    |              | \$72.66      |

**EQUIPMENT:**

|                     | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|---------------------|--------------------|--------------|--------------|
| 2 pickups           | \$40.00            | 1            | \$40.00      |
| 1 mower w/ 36" deck | \$15.00            | 1            | \$15.00      |
| 2 line trimmers     | \$19.00            | 1            | \$19.00      |
| 1 leaf blower       | \$7.50             | 1            | \$7.50       |
| 1 2-wheel trailer   | \$15.00            | 1            | \$15.00      |
| TOTAL               |                    |              | \$96.50      |

**MATERIALS:**

|                             |         |
|-----------------------------|---------|
| 1 trailer dumpster and fees | \$25.00 |
| 4 trash bags @ \$.65        | \$2.60  |
| TOTAL                       | \$27.60 |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$196.76**



8/5/2008

Wendy Faust & Andrew Jackson  
PO Box 295  
Elkhorn, NE 68022-0295

Re: Lot #199/7406 S.70<sup>th</sup> Street, La Vista, NE 68128  
La Vista Replat


To: Wendy Faust & Andrew Jackson,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

The letter and ordinance enclosed is to inform you of our city's ordinance on mowing property. After the first initial notice of the growing season, the city does not need to contact the property owner again when in violation. The city can go onto the property at any time during the remainder of the growing season and correct the violation. Any violation corrected by the city is at the owner's expense. Please mow the entire property referenced above by 8/11/08 or the city will make arrangements to correct the violation. **Please maintain the property; this will be the only notice.**

**If you have any questions, please contact us at 331-4343.**

Thank you,

  
Valerie Houloose  
Code Enforcement Inspector

F.Y.I. The property has already been mowed once by the city.

8/11/08 Not done; took before pictures and  
turned over to Public Works.

letter 5/20/2008.  
certified sent notice

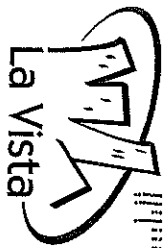
no

7406

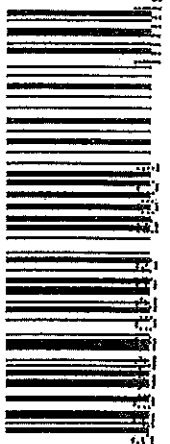
70th

Mar 8/14/8

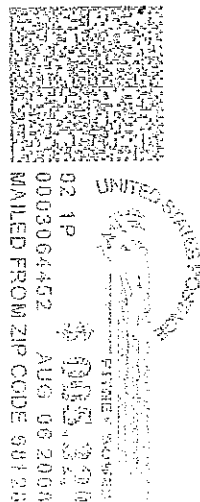
pictures taken to show  
to public works



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



7006 0810 0001 6713 6996



Wendy Faust & Andrew Jackson  
PO Box 295  
Elkhorn, NE 68022-0295

1st NOTICE  
2nd NOTICE  
RETURNED  
8-13

NIXIE

681 40 1

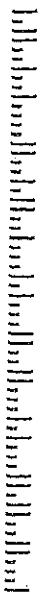
70 08/26/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 68128213215

\*0935-02591-25-27

681282132



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**OFFICIAL USE**

|   |        |
|---|--------|
| Postage   | \$ .42 |
| Certified Fee                                     | 2.70   |
| Return Receipt Fee<br>(Endorsement Required)      | 2.20   |
| Restricted Delivery Fee<br>(Endorsement Required) |        |
| Total Postage & Fees                              | \$5.32 |

Postmark  
9/1/08

Wendy Faust & Andrew Jackson  
Street, Apt. No.:  
or PO Box No. PO Box 295  
City, State, ZIP+4<sup>®</sup> Elkhorn, NE 68022-0295  
PS Form 3800, June 2002 See Reverse for Instructions

**Active**

Parcel Number: 010347143  
 Location: 07406 \S 70TH ST  
 Owner: FAUST/WENDY M  
 C/O & ANDREW M JACKSON  
 Mail Address: 7406 S 70TH ST  
 LA VISTA NE 68128-  
 Legal: LOT 199 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-13-2-30051-000-0235



Click Picture/Sketch for Larger View.

**Residential Information for 1 January Roll Year 2008**

|                        |                         |                 |      |
|------------------------|-------------------------|-----------------|------|
| Style:                 | Ranch                   |                 |      |
| Year Built:            | 1962                    | Bedrooms        | 3    |
| Bathrooms              | 1                       | Total Sqft      | 1017 |
| Total Bsmt Finish Sqft | 0                       | Bsmt Total Sqft | 225  |
| Garage Type            | Attached                | Garage Sqft     | 546  |
| Lot Depth              | 100                     | Lot Width       | 60   |
| <b>Misc</b>            |                         |                 |      |
| <b>Description</b>     | <b>Sqft or Quantity</b> |                 |      |
| CONCRETE STOOP         | 16                      |                 |      |
| PATIO                  | 270                     |                 |      |
| DRIVEWAY               | 1                       |                 |      |

**Sales Information (Updated 9/21/2008)**

| Sale Date<br>B & P    | Grantor  | Grantee   | Sale Price |
|-----------------------|--|---|------------|
| 6/26/1997<br>97-15425 |  |   | \$62,950   |
| 7/8/2002<br>02-35979  | BECKER/JOHN J<br><br>7406 S 70TH ST<br>LAVISTA NE 68128-0000 | FAUST/WENDY M<br>& ANDREW M JACKSON<br>7406 S 70TH ST<br>LA VISTA NE 68128- | \$81,217   |

**Valuation Information**

**Valuation  
PV = Partial Valuation**

| Roll Year | Land Value | Impr Value | Outbuildings | Total Value |
|-----------|------------|------------|--------------|-------------|
| 2008      | \$18,000   | \$74,978   | \$0          | \$92,978    |
| 2007      | \$18,000   | \$73,881   | \$0          | \$91,881    |
| 2006      | \$18,000   | \$72,068   | \$0          | \$90,068    |
| 2005      | \$18,000   | \$65,914   | \$0          | \$83,914    |
| 2004      | \$18,000   | \$61,551   | \$0          | \$79,551    |
| 2003      | \$18,000   | \$59,190   | \$0          | \$77,190    |
| 2002      | \$18,000   | \$58,682   | \$0          | \$76,682    |
| 2001      | \$16,000   | \$58,585   | \$0          | \$74,585    |
| 2000      | \$15,520   | \$53,296   | \$0          | \$68,816    |
| 1999      | \$15,360   | \$47,296   | \$0          | \$62,656    |



















7006 0810 0001 6713 7719

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**OFFICIAL USE**

|   |    |
|---|----|
| Postage   | \$ |
| Certified Fee                                     |    |
| Return Receipt Fee<br>(Endorsement Required)      |    |
| Restricted Delivery Fee<br>(Endorsement Required) |    |
| Total Postage & Fees                              | \$ |

Postmark Here: 9-23-08

Sent To: **VIBE INC**  
 Street, Apt. No., or PO Box No.: **PO Box 34326**  
 City, State, Zip+4: **Omaha NE 68134**

PS Form 3800, June 2002 See Reverse for Instructions

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY   |
|--|---|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature: <i>Trevor Breeling</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): <b>TREVOR BREELING</b> C. Date of Delivery: <b>9-25-08</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>         If YES, enter delivery address below:</p> |
| <p>1. Article Addressed to:</p> <p><b>VIBE INC</b><br/> <b>PO Box 34326</b><br/> <b>Omaha NE 68134</b></p>   | <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>                                 |
| <p>2. Article Number<br/>         (Transfer from service label)</p>  | <p>7006 0810 0001 6713 7719</p>   |

September 23, 2008



Vibe, Inc.  
PO Box 34326  
Omaha, NE 68134

RE: 7508 Elm Drive, La Vista, NE  
Lot 303/Park View Heights 2nd Addition

To Whom It May Concern:

On August 11, 2008, the property at 7508 Elm Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On August 25, 2008, the Public Works Department mowed and line-trimmed the back yard. A total cost of \$243.16 was incurred by the City for the clean up. The cost breakdown is as follows:

|                            |    |               |
|----------------------------|----|---------------|
| Administrative Fee         | \$ | 50.00         |
| Mowing and Line-Trimming   |    |               |
| Three Workers, 1 Hour Each |    | 72.66         |
| Equipment Cost             |    | 89.00         |
| Materials                  |    | 31.50         |
| <br>TOTAL                  | \$ | <u>243.16</u> |

Please remit \$243.16, 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 November 4, 2008, 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 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

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

September 5, 2008

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7508 Elm Dr.

The following is a list of the expenses incurred by the Public Works Department on August 25, 2008 while mowing and line-trimming the back yard only at 7508 Elm Dr., per your request.

**LABOR:**

|             | <u>HOURLY WAGE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|-------------|--------------------|--------------|--------------|
| Employee #1 | \$25.38            | 1            | \$25.38      |
| Employee #2 | \$8.50             | 1            | \$8.50       |
| Employee #3 | \$38.78            | 1            | \$38.78      |
| TOTAL       |                    |              | \$72.66      |

**EQUIPMENT:**

|                     | <u>HOURLY RATE</u> | <u>HOURS</u> | <u>TOTAL</u> |
|---------------------|--------------------|--------------|--------------|
| 2 pickups           | \$40.00            | 1            | \$40.00      |
| 1 mower w/ 36" deck | \$15.00            | 1            | \$15.00      |
| 2 line trimmers     | \$19.00            | 1            | \$19.00      |
| 1 2-wheel trailer   | \$15.00            | 1            | \$15.00      |
| TOTAL               |                    |              | \$89.00      |

**MATERIALS:**

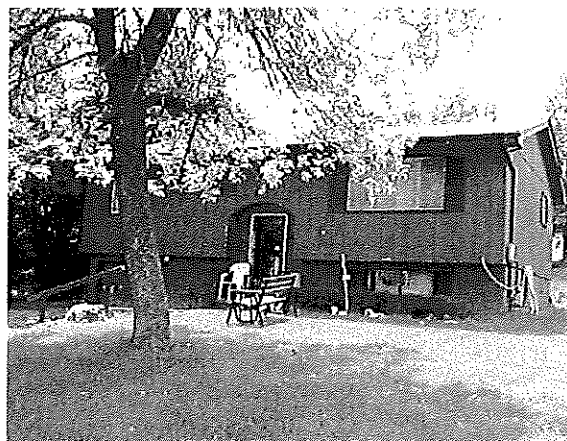
|                                      |         |
|--------------------------------------|---------|
| 1 trailer dumpster and fees          | \$25.00 |
| 10 heavy duty trash bags @ \$.65 ea. | \$6.50  |
| TOTAL                                | \$31.50 |

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$193.16**



**Active**

Parcel Number: 010577912  
 Location: 07508 \ELM DR  
 Owner: VIBE INC  
 CAO  
 Mail Address: PO BOX 34326  
 OMAHA NE 68134-  
 Legal: LOT 303 PARK VIEW HEIGHTS 2ND ADD  
 Tax District: 27002  
 Map #: 2959-15-0-30006-000-0414



Click Picture/Sketch for Larger View.

### Residential Information for 1 January Roll Year 2008

|                        |             |                 |      |
|------------------------|-------------|-----------------|------|
| Style:                 | Split Entry |                 |      |
| Year Built:            | 1971        | Bedrooms        | 3    |
| Bathrooms              | 1           | Total Sqft      | 1011 |
| Total Bsmt Finish Sqft | 470         | Bsmt Total Sqft | 960  |
| Garage Type            |             | Garage Sqft     | 0    |
| Lot Depth              | 0           | Lot Width       |      |

| Misc               |                  |
|--------------------|------------------|
| Description        | Sqft or Quantity |
| BSMT GARAGE FINISH | 288              |
| CONCRETE STOOP     | 24               |
| WOOD DECK          | 16               |
| DRIVEWAY           | 1                |

### Sales Information (Updated 9/21/2008)

| Sale Date<br>B & P | Grantor                     | Grantee         | Sale Price |
|--------------------|-----------------------------|-----------------|------------|
| 5/31/2006          | ADAMS/CLIFFORD E & MARTHA L | VIBE INC        | \$77,348   |
| 06-18439           | 7508 ELM DR                 | PO BOX 34326    |            |
|                    | LA VISTA NE 68128-0000      | OMAHA NE 68134- |            |

### Valuation Information

#### Valuation PV = Partial Valuation

| Roll Year | Land Value | Impr Value | Outbuildings | Total Value |
|-----------|------------|------------|--------------|-------------|
| 2008      | \$22,000   | \$84,953   | \$0          | \$106,953   |
| 2007      | \$22,000   | \$80,369   | \$0          | \$102,369   |
| 2006      | \$22,000   | \$76,460   | \$0          | \$98,460    |
| 2005      | \$22,000   | \$75,062   | \$0          | \$97,062    |
| 2004      | \$20,000   | \$71,381   | \$0          | \$91,381    |
| 2003      | \$20,000   | \$69,149   | \$0          | \$89,149    |
| 2002      | \$20,000   | \$67,858   | \$0          | \$87,858    |
| 2001      | \$18,000   | \$64,052   | \$0          | \$82,052    |
| 2000      | \$17,460   | \$53,811   | \$0          | \$71,271    |
| 1999      | \$17,280   | \$52,158   | \$0          | \$69,438    |
| 1998      | \$15,040   | \$50,826   | \$0          | \$65,866    |
| 1997      | \$64,672   |            |              | \$64,672    |
| 1996      | \$55,853   |            |              | \$55,853    |







**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 4, 2008 AGENDA**

| <b>Subject:</b>                | <b>Type:</b>                              | <b>Submitted By:</b>                            |
|--------------------------------|---|---|
| POSITION DESCRIPTION<br>UPDATE | RESOLUTION<br>ORDINANCE<br>♦ RECEIVE/FILE | RITA M. RAMIREZ<br>ASSISTANT CITY ADMINISTRATOR |

**SYNOPSIS**

A position description for the Accountant position has been created and is attached for your review.

**FISCAL IMPACT**

This is a part time position (20 hours per week) and funding was included in the proposed FY 2009 budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

As part of the proposed FY 2009 budget, a part time Accountant position was approved for the Finance Department. This is a new position that will assist the Finance Director with a wide variety of accounting functions.



## POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Accountant  
POSITION REPORTS TO: Finance Director  
POSITION SUPERVISES:

### DESCRIPTION:

Under the direction of the Finance Director, performs a wide variety of accounting functions.

### ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Prepares month-end bank account reconciliations.
2. Prepares and processes month-end journal entries.
3. Maintains fixed asset financial module and reports.
4. Prepares and distributes monthly Council reports.
5. Maintains special assessment files.
6. Assists in designing computer generated special reports.
7. Assists with the annual audit.
8. Assists with annual budget.
9. Assists with account reconciliations.
10. Assists with special projects as required.
11. Performs other duties as directed or as the situation dictates.

### ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Must be able to hear and understand voices at normal levels.

### EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Professional level accountant with a Bachelor's degree in accounting
2. Minimum of two years of accounting experience or any equivalent of education and experience.

Note: Physical examination and drug screening tests will follow all conditional offers of employment.

KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge of Generally Accepted Accounting Principles.
2. Knowledge of the municipal budgeting process.
3. Knowledge of standard office policies and procedures.
4. Knowledge of auditing and reconciliation processes.
5. Basic mathematical skills.
6. Ability to maintain confidentiality.
7. Basic knowledge of word-processing, spreadsheets and databases, preferably MS Office, Word, Excel and Access.
8. Ability to read and write proficiently.
9. Ability to apply common sense understanding in carrying out written and oral instructions.
10. Ability to communicate effectively, both orally and in writing.
11. Ability to work independently without direct supervision.
12. Ability to prioritize work, meet deadlines and make decisions on the basis of established policies and procedures.
13. Telephone and customer service skills.
14. Ability to operate office equipment such as personal computer, postage meter, photocopier and fax machine.
15. Ability to establish and maintain effective working relations with City officials, fellow employees, patrons and the general public.
16. Ability to maintain regular and dependable attendance on the job.

I have read and understand the requirements of this position description.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)