

MINUTE RECORD

No. 729—REFFIELD & 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.

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 MOSQUIT/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



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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	\$	<u>10,000.00</u>
Total Lump Sum	\$	14,900.00

Services through October 3, 2008

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

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



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

September 22, 2008
Project No: 4412-08
Invoice No: 0000006

Project 4412-08 La Vista - Cart Corral Design

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

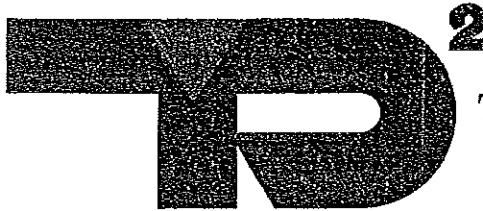
Professional Personnel

	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
Total Labor			3,168.00

Reimbursable Expenses

Printing		129.77	
Total Reimbursables		129.77	
Billing Limits	Current	Prior	To-Date
Labor	3,168.00	6,981.25	10,149.25
Limit			10,000.00
Adjustment			-149.25
	Total this Invoice		\$3,148.52

OK for payment
10-22-08
15.62.0509



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 F. DREESSEN, P.E.
NILSON J. HYMANS, P.E.
JAMES D. WARNER, L.S.
CHARLES E. BIGGS, P.E.
KA "KIP" Y. SOUCIE H. P.E., S.E.
JOHN M. KOTTMANN, P.E.
ARTHUR D. BECCARD, P.E.
DOUGLAS S. DREESSEN, P.E.
DIAN A. JAEGER, P.E.
RICHARD M. BROYLES, L.S.
DAVID H. NEER, L.S.
RONALD M. KOENIG, L.S.
CHRIS E. DORNER, L.S.
THOMAS T. PAPESTEIN, 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. LODDE, P.E.
KURTIS L. ROHN, P.E.
JEFFREY L. THOMPSON, P.E.
DAREN A. KONDA, P.E.
MICHAEL T. CANUGLIA, L.S.
JEREMY T. STEENHOEK, J.E.
JOSHUA J. STORM, P.E.

RE: 78th & Harrison Street Retaining Wall Reconstruction
Final Payment Recommendation
TD² 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
J 10-27-08
05.71.0827.03

TD² File No. 171-350.37
October 24, 2008

FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR 78th & 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 66th Plaza
Omaha, NE 68117

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: \$58,714.23

Item	Description	Approx. Quantities	Unit 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

John M. Kottmann, P.E.
City Engineer

JMK/jlf

cc: Linhart Construction, Inc.

OK for payment

10-27-08

05. 71. 0827. 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	DAYSPRING PRINTING	.00	**CLEARED**	**VOIDED**	
		94395	11/04/2008	2374	DAYSPRING 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			

BANK NO	BANK NAME	CHECK NO	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	FASTENAL 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 AGNCY	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	BANK NAME	CHECK NO	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	TERMO 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					

APCHCKRP Tue Nov 4, 2008 4:56 PM
10.16.06

**** City of LaVista ****
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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BANK TOTAL	128,951.48
OUTSTANDING	128,951.48
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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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

Subject:	Type:	Submitted By:
AMEND MUNICIPAL CODE SECTION 71.111 - SPEED LIMIT EXCEPTIONS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	JOE SOUCIE 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 96th 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 96th Street to 107th 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.

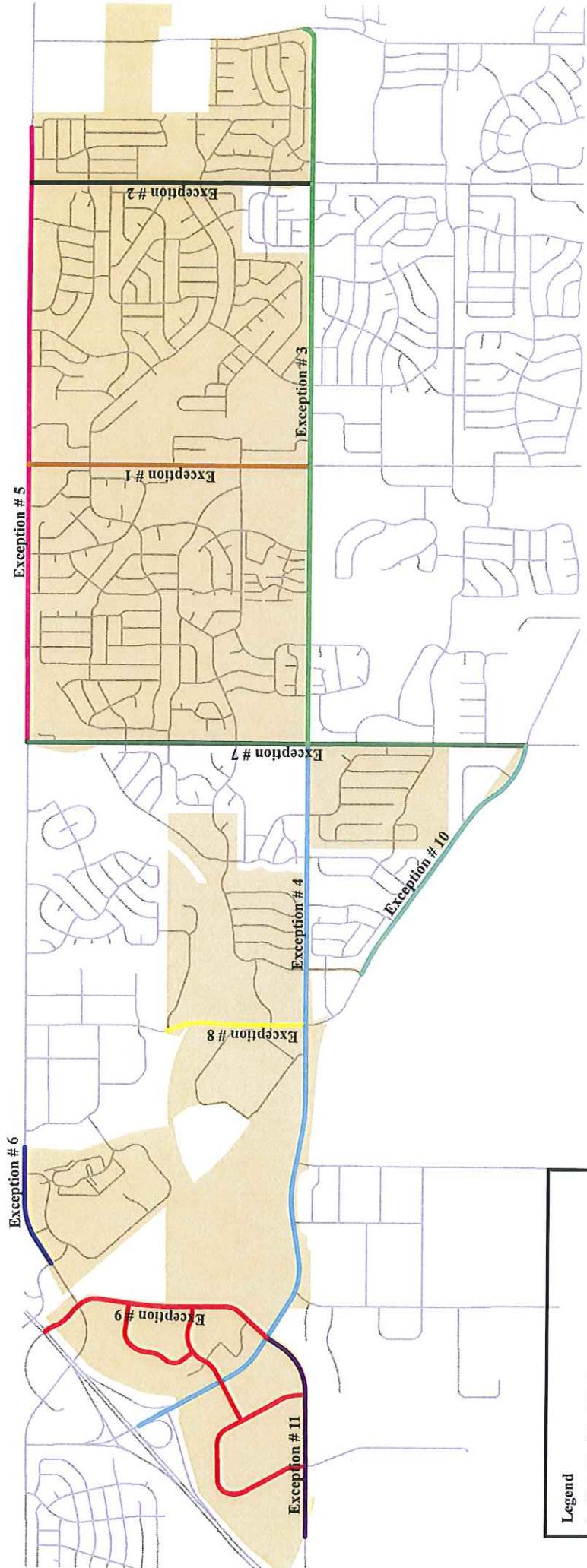
CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, 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)



0 .5 1 .5 2

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

Subject:	Type:	Submitted By:
APPROVAL - SATELLITE KENO LOCATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE 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 123rd 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 123rd 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.

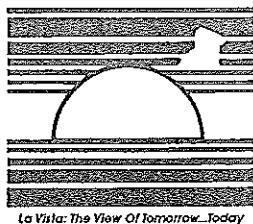
PASSED AND APPROVED THIS 4TH DAY OF NOVEMBER, 2008.

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 123rd 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 19th day of October, 2008, between LAVISTA KENO, INC., a Nebraska corporation (hereinafter "LaVista Keno"), and FIELDS INC., a Nebraska corporation, located at 7826 South 123rd Plaza, LaVista, Nebraska, 68128, d/b/a ISLAND BAR & GRILL (hereinafter "Island").

R E C I T A L S

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'X% 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 84th 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: *2/23 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 <u>\$15,000.00</u> =	<u>\$ 600.00</u>
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 <u>\$20,000.00</u> =	<u>\$1,200.00</u>
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 <u>\$40,000.00</u> =	<u>\$2,400.00</u>
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
Richard T Bellino
La Vista Keno, Inc.

Larry Fields
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 84th 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.

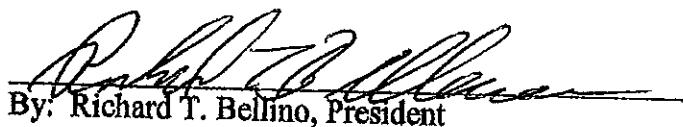
19. Remedies. If LaVista Keno terminates this Agreement early or exercises its right to discontinue in accordance with Paragraph 17, except as provided under sections (a) and (h) of Paragraph 17, LaVista Keno shall be entitled to recover damages, in addition to other rights and remedies available at 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.

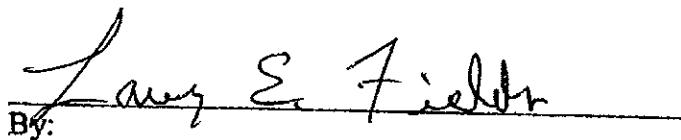
21. Miscellaneous. This Agreement shall create an independent contractor relationship between Island and LaVista Keno. In no way shall this Agreement be construed to create an employment, agency, partnership, or other type of relationship where one party can legally bind the other. All notices required 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 19 day of October, 2008.

LAVISTA KENO, INC.,


By: Richard T. Bellino, President

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


By: Larry E. Fields

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

87-0810688

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 Address

7836 S. 123rd Plz

City

State

Zip Code

City

LAVISTA

State

NE

Zip Code

68138

County

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.

- If a sole proprietorship, list the individual owner.
- If a partnership, list each partner and spouse.
- 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.
- If a limited liability company, list each member and spouse.
- 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
	William Fields, 9316 Park Dr #102 Omaha, NE 68117	1/27/56	Pres. 33%
	Barry E. Fields, 7407 S. 77th Ave LAVISTA, NE 68138	12/14/51	VP 33%
	Leette S. Fields 7407 S. 77th Ave LAVISTA, NE 68138	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

Barry E. Fields

Vice President

Date

Daytime Telephone Number

10-20-08 (402) 933-7330

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: Barry E. Fields

Title: Vice President

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.

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.



nebraska
department
of revenue

NEBRASKA SCHEDULE III – County/City Lottery
Worker Application

• Incomplete applications will be returned

FORM
50G

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

4 Date of Birth

5 Type of Application

New Inactive Report Changes Renewal Cancel

Name (Last name, first name, middle name)

Fields, Harry, Eugene

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

DOR USE ONLY

DOB Check

Y N

Date

Street or Other Mailing Address

7826 S. 123rd PLZ. Suite E+F,
City: Lavista State: Ne. Zip Code: 68128 County: Sarpy

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)

<input type="checkbox"/> Keno Manager	<input type="checkbox"/> Accounting	<input type="checkbox"/> Authorized Representative	<input type="checkbox"/> Keno Writer	<input type="checkbox"/> Security
<input type="checkbox"/> Individual other than keno manager who has authority over verification of winning number selection by a manual or automated ball draw device	<input checked="" type="checkbox"/> Administration	<input type="checkbox"/> Governing Official	<input type="checkbox"/> Lottery Operator Officer or Owner	<input type="checkbox"/> Other (specify) _____
	<input type="checkbox"/> Audit	<input type="checkbox"/> Keno Runner	<input type="checkbox"/> 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 Liquor License Number: 19069

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

* 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. 123rd 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
here

Harry E. Fields

10-20-08

402) 933-7330

Daytime Telephone Number

Signature of Applicant

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

Title

CEO

Date

10-23-08

402) 339-1606

Daytime Telephone Number

Printed Name of Official or Representative



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



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.

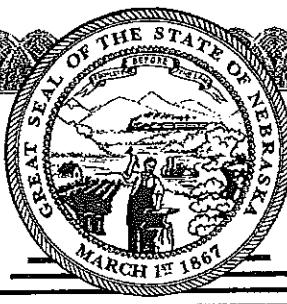
No. 2008-26L

**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.

Tomela G. Froehle
Tomela G. Froehle
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

LA VISTA

NE 68128

SARPY

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

Executive Director

NEBRASKA LIQUOR CONTROL COMMISSION

Chairman

Bob B. Ray

R. C. Sogard

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

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT — 132 ND & WEST GILES ROAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN 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 132nd Street and adjacent legs of West Giles Road and 132nd 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 132nd Street and West Giles Road; and Phase 3 consists of long term improvements to the intersection of 132nd 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 132ND STREET, THE ADJACENT LEGS OF WEST GILES ROAD AND 132ND 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 132nd Street, adjacent legs of West Giles Road and 132nd 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 132nd Street, the adjacent legs of West Giles Road and 132nd 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:

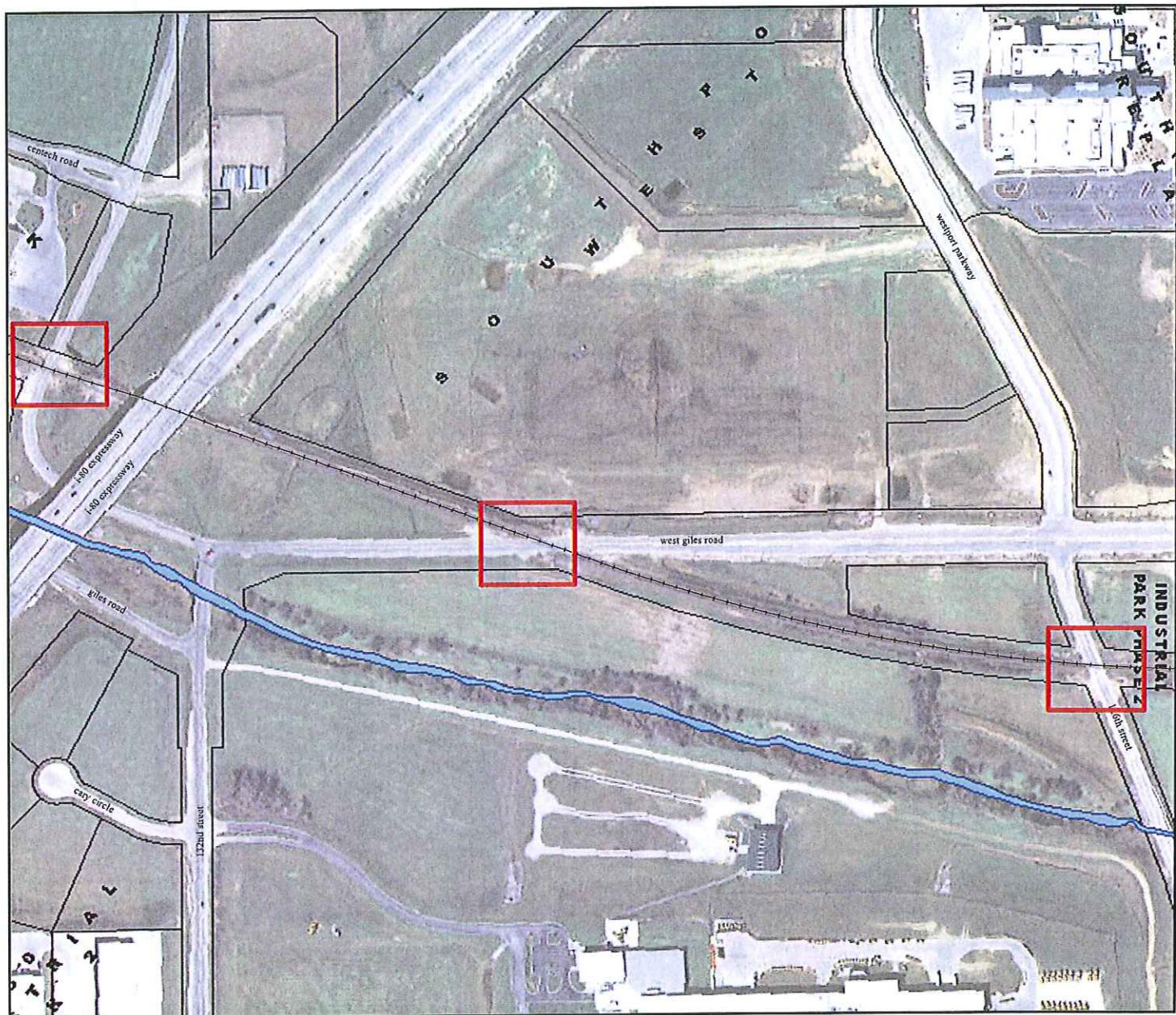
Pamela A. Buethe, CMC
City Clerk



2009 - 2013

Capital Improvement Plan

Project Name: Southport West -
Quiet Zone Study

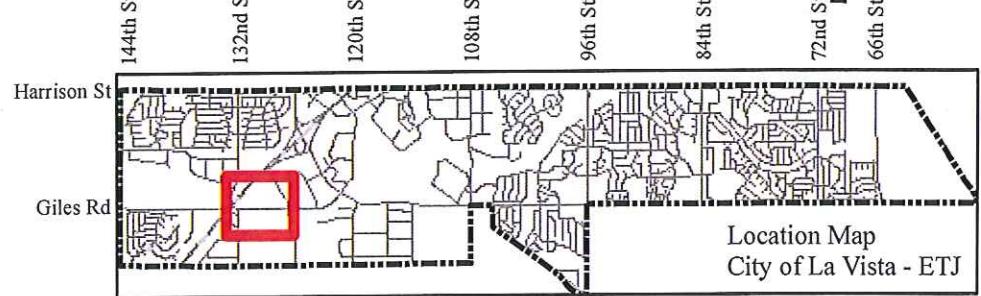


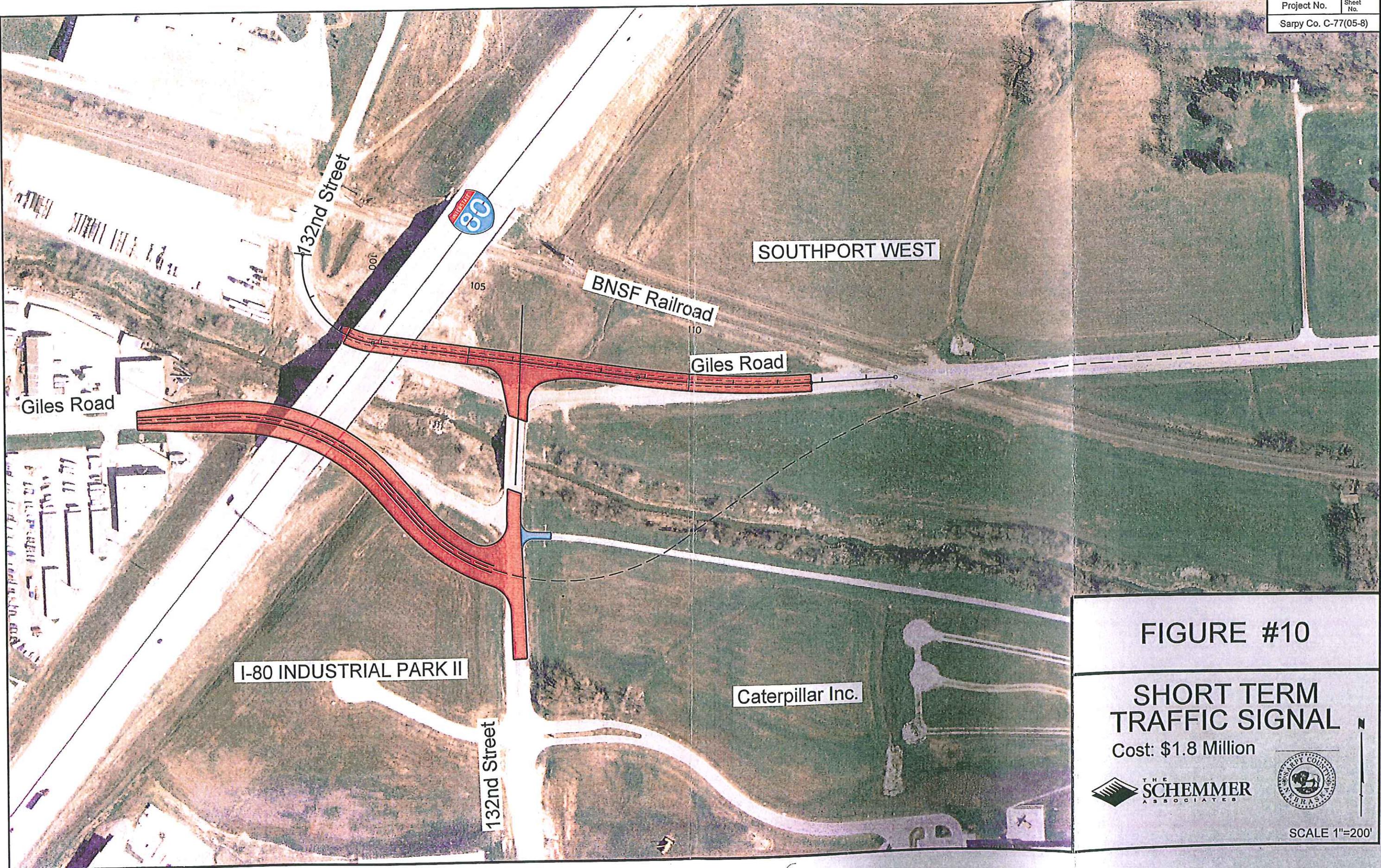
0 250 500 1,000
Feet



LEGEND

- Streams
- Rail
- Reservoir
- Park
- Parcels





DRAFT
10-20-08 2:30pm

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into effective as of the 1st 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 132nd Street and adjacent legs of West Giles Road and 132nd 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 132nd Street and West Giles Road as shown on Exhibit "B". Phase 3 shall consist of long term improvements to the intersection of 132nd 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

Date: _____

By _____
Chairman, County Board

Date: _____

ATTEST:

ATTEST:

City Clerk

Date: _____

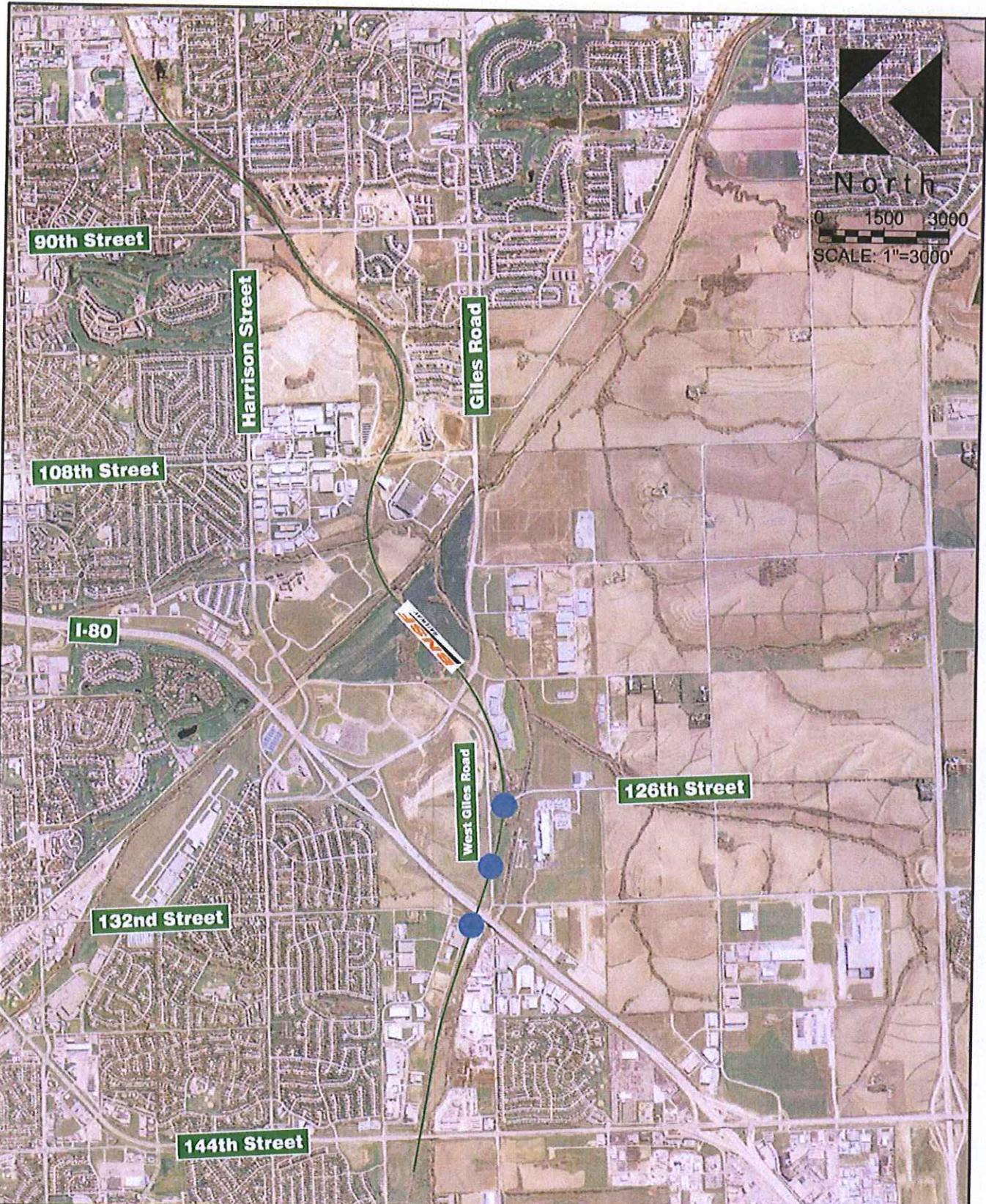
County Clerk

Date: _____

Approved as to form: _____
County Attorney

Date: _____

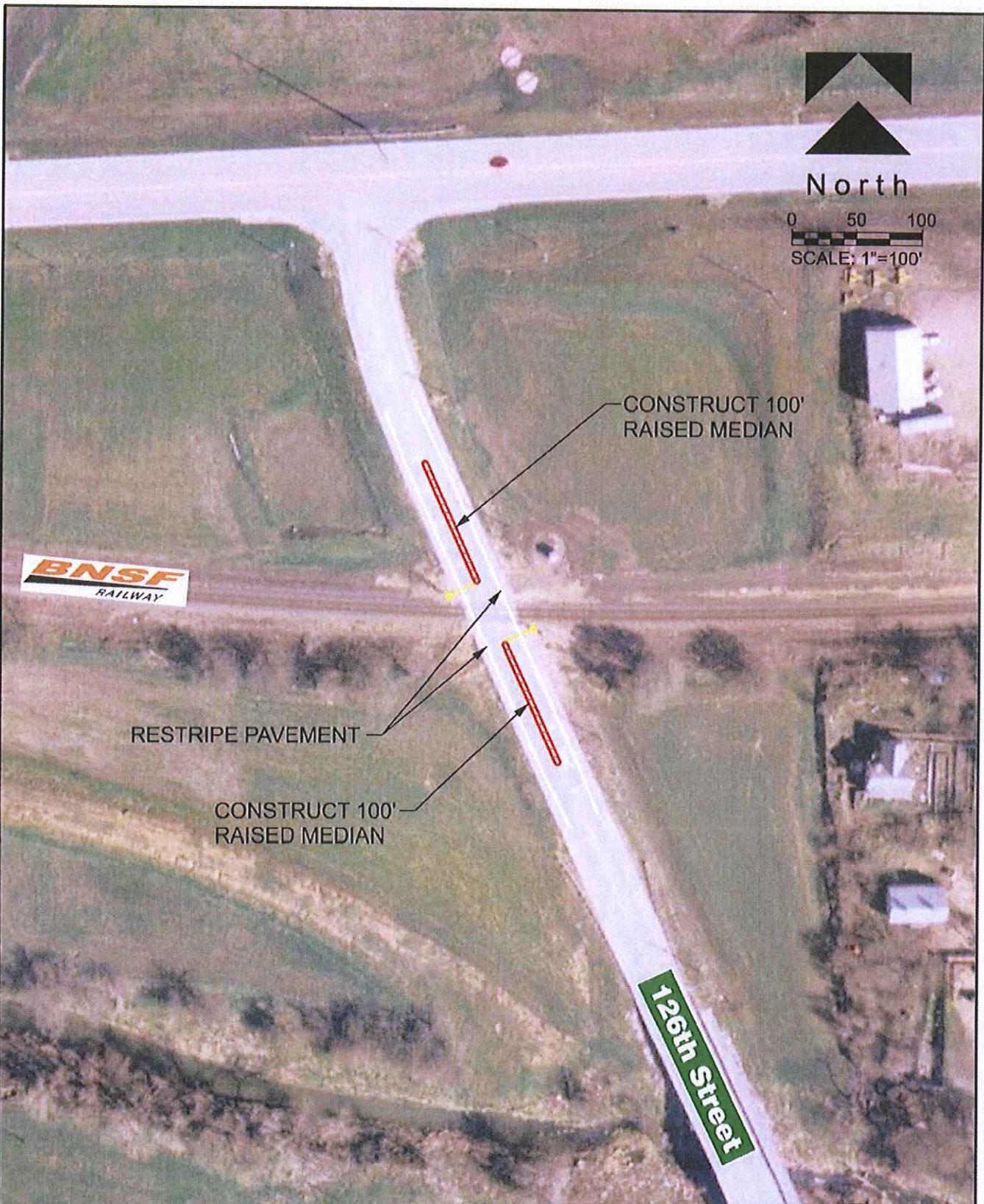
*(ATTACH FINAL EXHIBITS A THROUGH D
IN FORM AND CONTENT SATISFACTORY
TO PARTIES BEFORE AGREEMENT IS
FINALIZED FOR APPROVAL AND EXECUTION)*



C:\PRJ\Projects\05-282 La Vista Quiet Zone Study\Deploy\StudyArea.dgn
D:\PRJ\Projects\05-282 La Vista Quiet Zone Study\Deploy\StudyArea.dgn
7-14-07 10:45:37 AM

BNSF Quiet Zone
LaVista, Nebraska

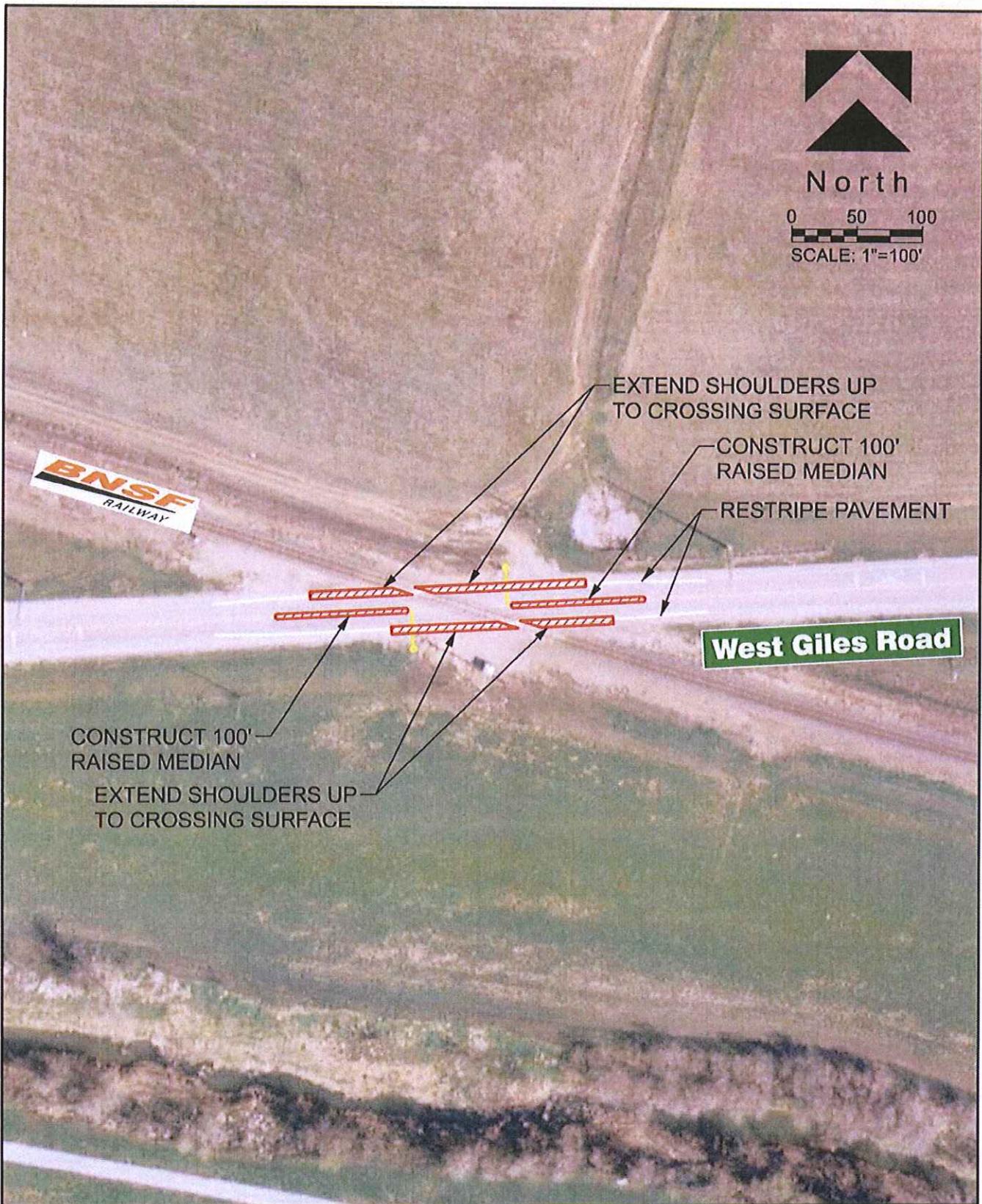
Figure 1
Study Location Map



FELSBURG
HOLT &
ULLEVIG

BNSF Quiet Zone
LaVista, Nebraska

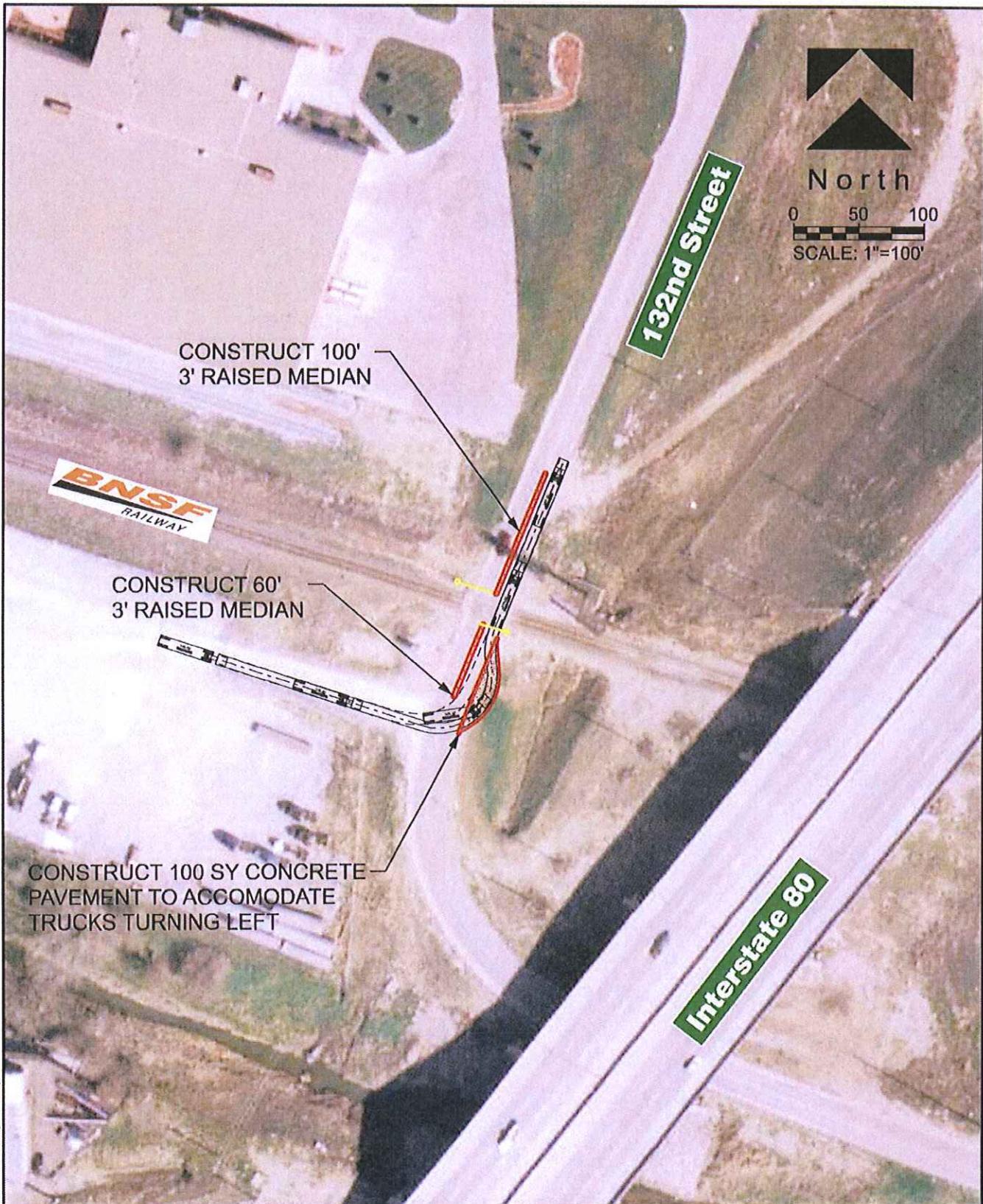
Figure 5
126th Street
Raised Median Option



FELSBURG
HOLT &
ULLEVIG

BNSF Quiet Zone
LaVista, Nebraska

Figure 7
West Giles Road
Raised Median Option



FELSBURG
HOLT &
ULLEVIG

BNSF Quiet Zone
LaVista, Nebraska

Figure 9
132nd Street
Raised Median Option

PHASE 1 – RAILROAD CROSSING IMPROVEMENTS

ESTIMATED COSTS:

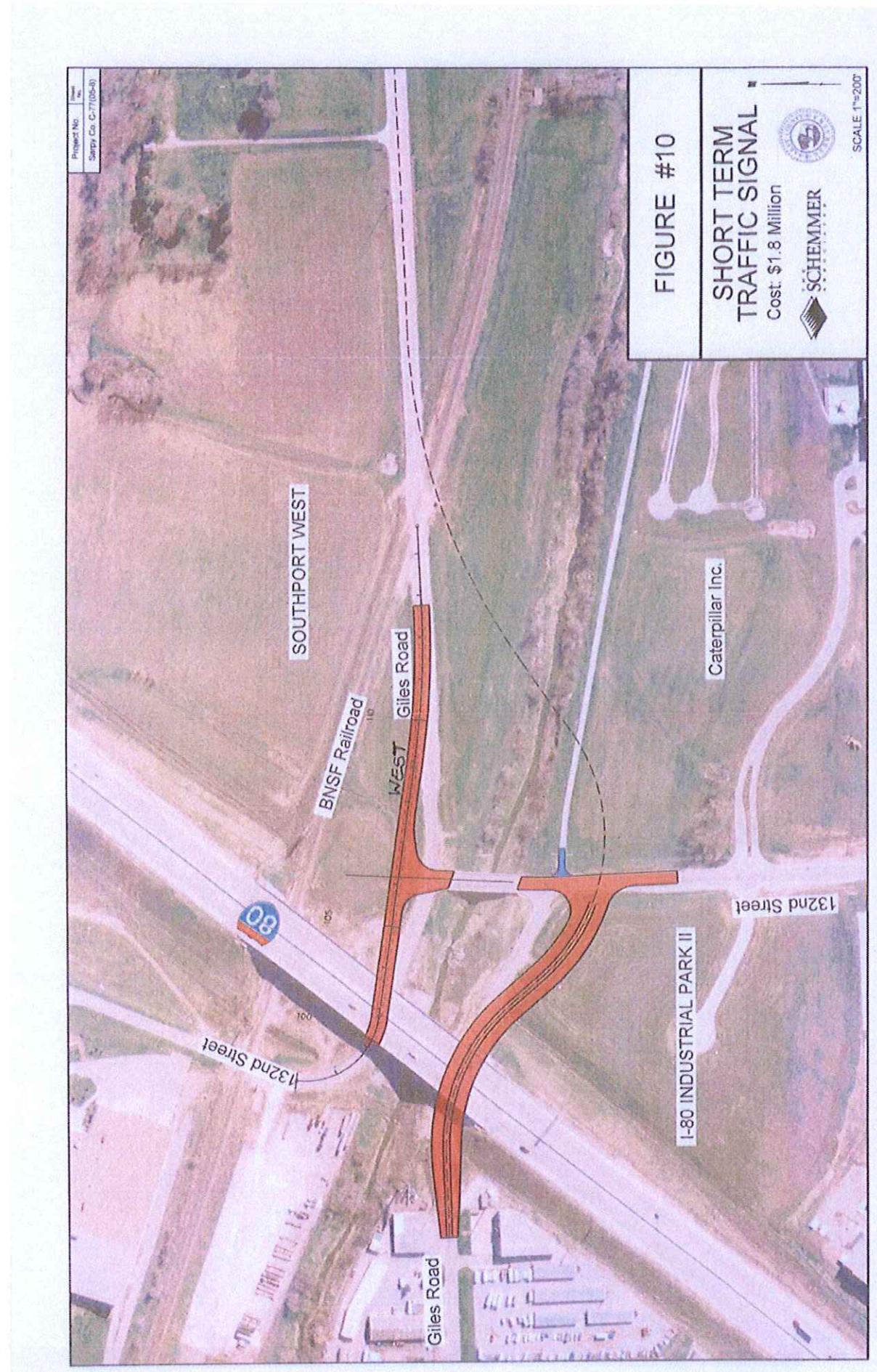
1. Quiet Zone Study	\$ 9,500
2. Constant Warning Circuitry Upgrade, W. Giles Crossing	\$114,395
3. Construct Raised Medians At 126 th St. Crossing	\$ 25,100
4. Construct Raised Medians At W. Giles Crossing	\$ 30,600
5. Construct Raised Medians At 132 nd St. Crossing	\$ 28,600
6. Survey, Design & Const. 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

<u>Short Term Traffic signals</u>	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		<u>\$1,547,098</u>
Engineering (10%)	\$131,110			
Utilities (2.9%)	\$38,022	E + Util. + ROW		<u>\$238,828</u>
R.O.W. = Est. 0.8 Acres @ \$87,120 per acre	\$69,696	Estimated Cost =		<u>\$1,785,926</u>

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 – 132ND 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%)

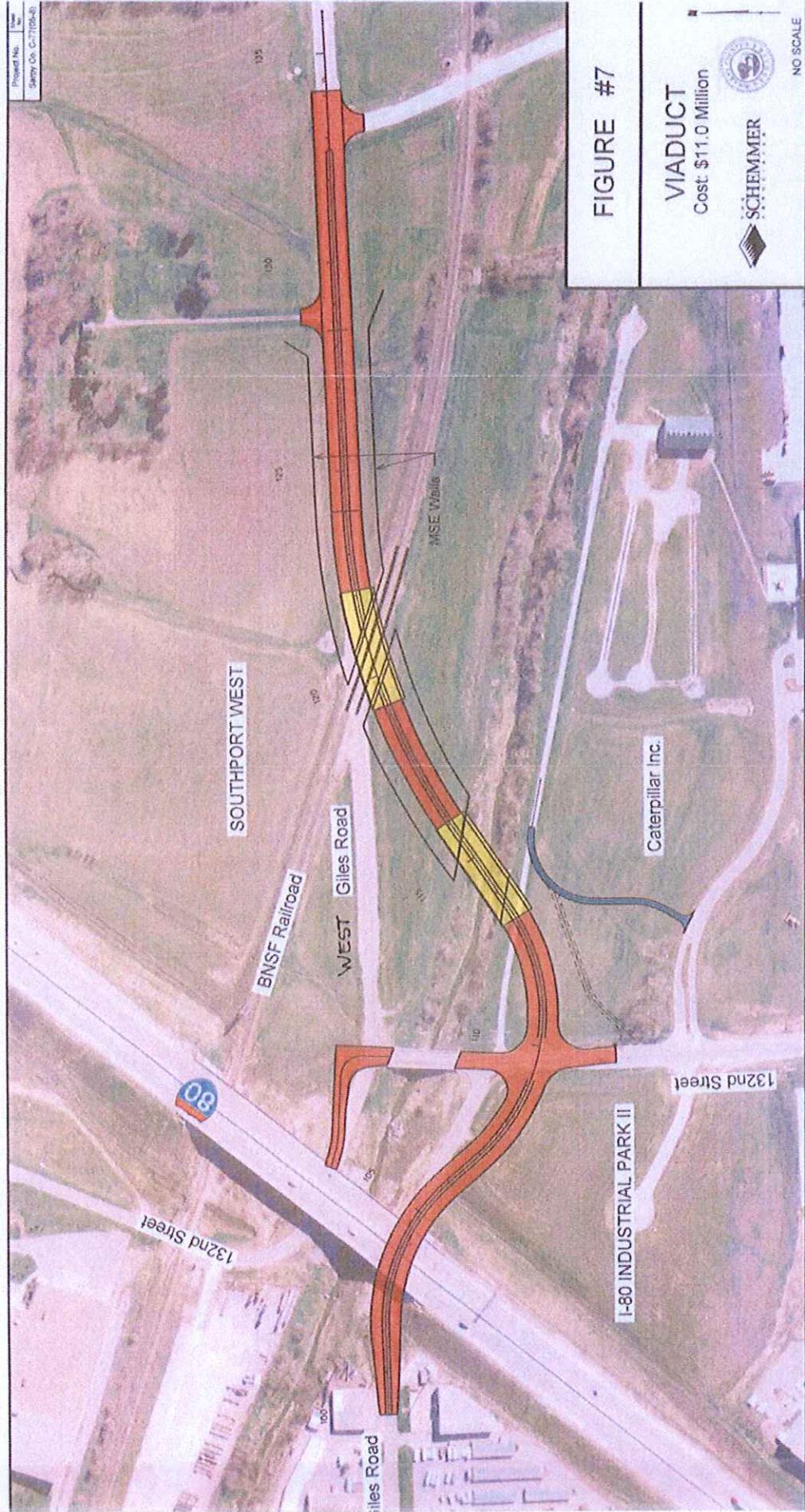
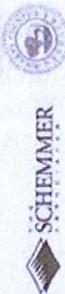


FIGURE #7

VIADUCT
Cost: \$11.0 Million



NO SCALE

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
				\$7,866,450
Const. Eng. (8%)	\$629,316	E+C		<u>\$1,415,961</u>
Contingency (10%)	\$786,645			<u>Construction + E&C</u> <u>\$9,282,411</u>
Engineering (10%)	\$786,645			
Utilities (2.9%)	\$228,127	E + Util. + ROW		<u>\$1,729,156</u>
R.O.W. =	\$714,384			
Est. 8.2 Acres @ \$87,120 per acre		Estimated Cost =		<u>\$11,011,567</u>

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 – 132ND 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

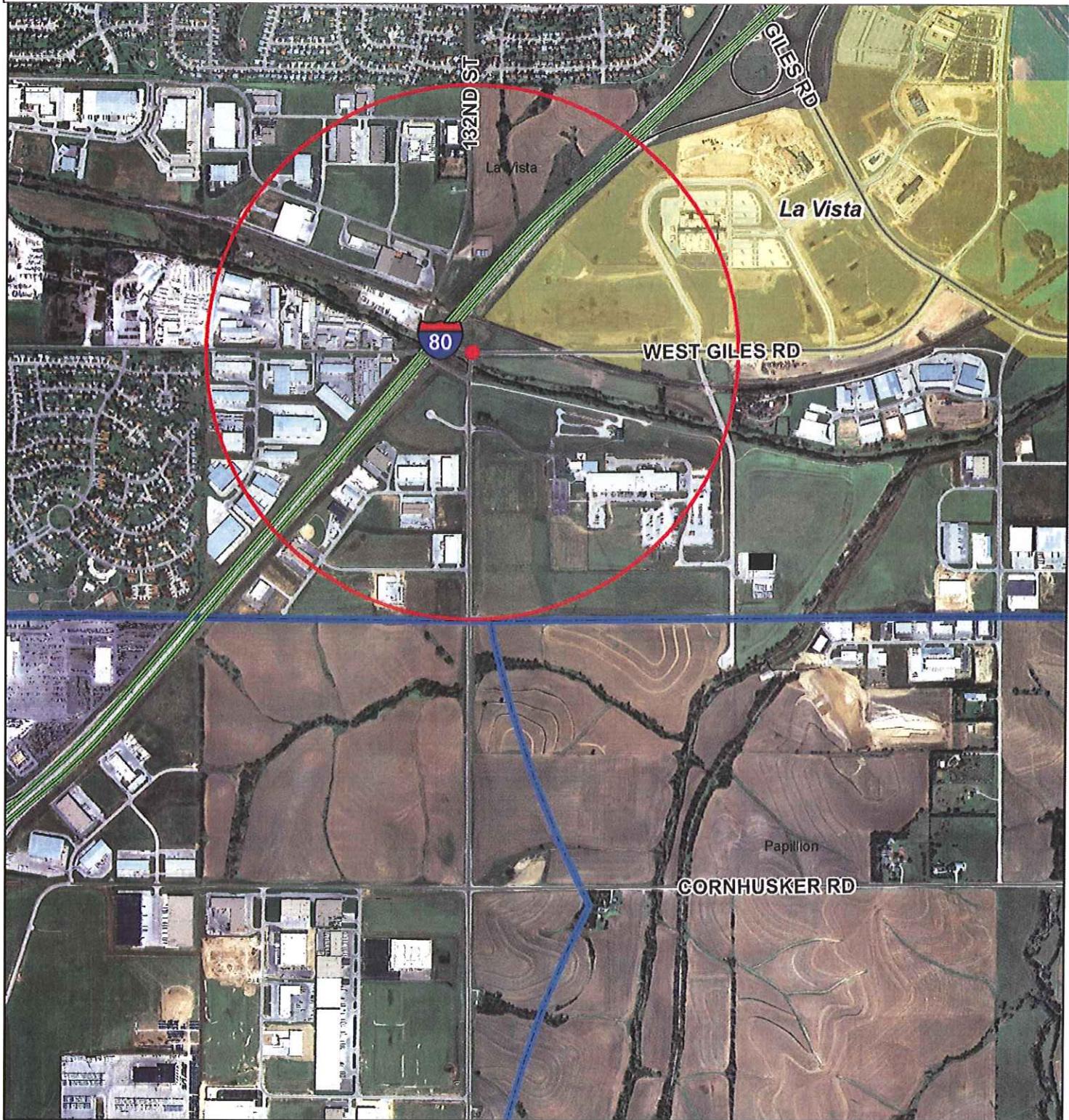


Exhibit "D"

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

Subject:	Type:	Submitted By:
PURCHASE OF POLICE CRUISERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN 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 AWARDING 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

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

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

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK 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. Buethe, 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 Statues 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 benefit of, or be discriminated against in the performance of this Contract. For 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 Manger 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 77th 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 2nd Addition, \$414.40,
7701 Grace Court, Lot 1484, La Vista, \$276.14,
Lot 11A, Mayfair 2nd Addition Replat One, \$502.57,
7312 Lillian Avenue, Lot 533, La Vista Replat, \$265.25,
7406 S 70th Street, Lot 199, La Vista Replat, \$246.76, and
7508 Elm Drive, Lot 303, Park View Heights 2nd 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

U.S. Postal Service™
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OFFICIAL USE

Postage	\$	<i>NA 2-8</i>
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$

Send To:
 Street, Apt. No.
 or PO Box No.
 City, State, ZIP+4
*RUTH LAVAGNINO
 8101 S 87th St #3
 CA VISTA NE 68127*

Postmark
Here

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:

*RUTH LAVAGNINO
 8101 S 87th St #3
 CA VISTA NE 68127*

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Xavier Lopez

Agent
 Addressee

B. Received by (Printed Name)

Xavier Lopez

C. Date of Delivery

9/24

D. Is delivery address different from Item 1?

If YES, enter delivery address below:

Yes
 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

2. Article Number

(Transfer from service label)

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
TOTAL	\$	475.74

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,

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
TOTAL			\$145.32

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
TOTAL			\$247.84

MATERIALS:

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

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

Active

Parcel Number: 010570950
 Location: 07423 \S 77TH AVE
 Owner: LAVAGNINO/RUTH V
 C/O
 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 B & P	Grantor	Grantee	Sale Price
3/27/2008 08-09265	LOPEZ/RUTH V 7423 S 77TH AVE LA VISTA NE 68128-0000	LAVAGNINO/RUTH V 8101 S 87TH ST #3 LA VISTA NE 68128-	\$0

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











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
TOTAL	\$	1,036.38

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,

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

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8116 Park View Blvd.
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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
TOTAL			\$355.40

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
TOTAL			\$586.00

MATERIALS:

1 trailer dumpster and fees	\$25.00
2 cans wasp spray 2 @ \$3.49	\$6.98
20 trash bags @ \$.65	\$13.00
TOTAL	\$44.98

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

8/11/08

7506 Joseph

Now — Before pictures
taken and turned over
to Public Works to now.

8/11/08

8017 Parkview
Blvd

Now — Before pictures
taken and turned over
to Public Works to now.

8/11/08

7416 Parkview Blvd.

Now

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

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

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







7006 0810 0001 6713 7689

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OFFICIAL USE

Postage	\$	<i>G. Barnes</i>
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

G. Barnes
Postmark
Here

Sent To: **JAMES BARNES**
Street, Apt. No.
or PO Box No. **7421 Ivy Lane Dr**
City, State/Zip: **LA VISTA NE 68128**

PS Form 3800, June 2002
See Reverse for Instructions

CERTIFIED MAIL™



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



7006 0810 0001 6713 7689

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

FORWARD X 6811 NESE 1 9071 70 09/24/08
TIME EXP 1 RTN TO SEND
BARNES, JAMES L
2245 147TH PLZ APT 307
OMAHA NE 68137-5583

RETURN TO SENDER

68137-5583 12552132



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	\$	256.73

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
8116 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

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

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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

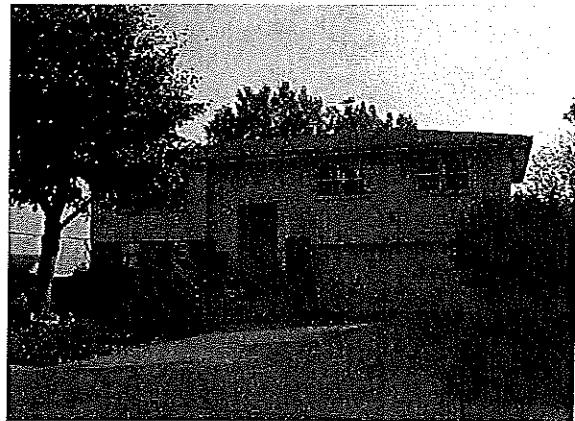
MATERIALS:

1 trailer dumpster and fees	\$25.00
<u>6 trash bags @ \$.65</u>	<u>\$3.90</u>
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 Quanity		
BSMT GARAGE FINISH	504		
CONCRETE STOOP	28		
BSMT OUTSIDE ENTRY	1		
	256		
DRIVEWAY	1		

Sales Information (Updated 9/21/2008)

Sale Date B & P	Grantor	Grantee	Sale Price
4/30/2007	WILLIS/MEIKO S	BARNES/JAMES LEROY	\$141,000
07-12768	7421 IVY LANE DR	7421 IVY LANE DR	
	LA VISTA NE 68128-0000	LA VISTA NE 68128-	

Valuation Information

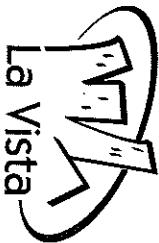
Valuation
PV = Partial Valuation

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

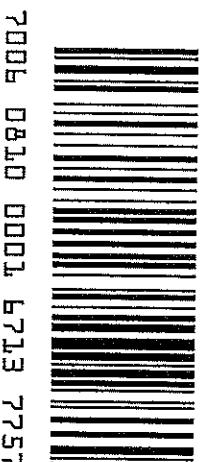








City of La Vista
8116 Park View Blvd.
La Vista, NE 68128



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

AMV L JOHNS
Postmark
Here

Sent To: **AMY L JOHNS**
Street, Apt. No.
or PO Box No.
City, State, Zip+4
YAPILLION NE 68046-0968

PS Form 3800, June 2002 See Reverse for Instructions

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

NIXIE

681 4E 1 70 10/11/08

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

68045105058282199

6012321999

*1086-00300-23-44





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

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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.

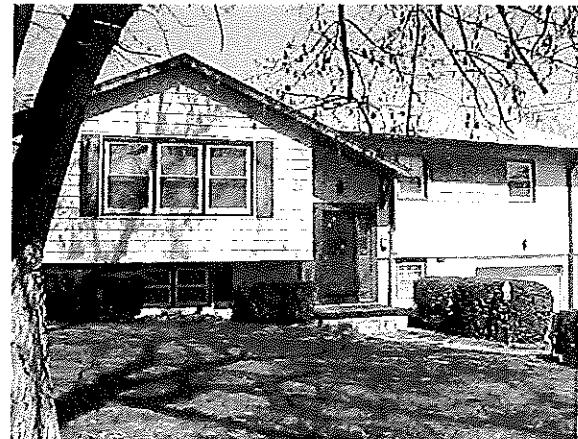
I told him I would give you the message.....but, if this is on your watch list, it may not need to be formally written up, I would leave that to you. That was okay with him.

Sharon Dennis
Secretary
Community Development Department
sdennis@ci.la-vista.ne.us
331-4343

Check for already on
the list of repeat offenders
8/15/08 Took before pictures
and turned over to 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 B & P	Grantor	Grantee	Sale Price
10/27/2006 06-37716	JAFFEY/DEANNA L 8762 PINE DR LA VISTA NE 68128-	JOHNS/AMY L 8762 PINE DR LA VISTA NE 68128-	\$126,000
9/15/2005 05-37083	JAFFEY/DAVID M & DEANNA L 8762 PINE DRIVE LA VISTA NE 68128-0000	JAFFEY/DEANNA L 8762 PINE DR LA VISTA NE 68128-	\$0

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







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OFFICIAL USE

6	Postage	\$	<i>NY a-73-8</i>
7	Certified Fee	\$	Postmark Here
8	Return Receipt Fee (Endorsement Required)	\$	
9	Restricted Delivery Fee (Endorsement Required)	\$	
10	Total Postage & Fees	\$	

Sent To **MICHAEL MASTERS**
 Street, Apt. No.: **7701** Grace Court
 or PO Box No.
 City, State, Zip+4 **CAVISTA NE 68128-2635**

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Michael J. Masters</i> <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Michael J. Masters C. Date of Delivery 9-21-08</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <i>CAVISTA NE 68128-2635</i> <input checked="" type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>MICHAEL MASTERS 7701 Grace Court CAVISTA NE 68128-2635</p>		<p>3. Service Type</p> <p><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 <i>(Transfer from service label)</i></p>		<p>7006 0810 0001 6713 7764</p>	



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	\$	276.14

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.
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f: 402-331-0410

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9110 Giles Rd.
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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
TOTAL			\$136.82

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
TOTAL			\$63.67

MATERIALS:

1 trailer dumpster and fees	\$25.00
1 trash bags @ \$.65	\$0.65
TOTAL	\$25.65

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
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 Quanity		
BSMT GARAGE FINISH	288		
OPEN SLAB PORCH	24		
WOOD DECK	177		
YARD SHED	64		
DRIVEWAY	1		

Sales Information (Updated 9/21/2008)

Sale Date B & P	Grantor	Grantee	Sale Price
12/28/2007 07-38147	MASTERS/MICHAEL J & JONATHA J 7701 GRACE CT LA VISTA NE 68128-2635	MASTERS/MICHAEL JOHN 7701 GRACE CT LA VISTA NE 68128-2635	\$0
6/17/2005 05-20754	GIPSON/LEE W & DONNA 7701 GRACE CT LA VISTA NE 68128-0000	MASTERS/MICHAEL J & JONATHA J 7701 GRACE CT 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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7006	0810	0001	6713	7788
Postage \$ <i>[Signature]</i>				
Certified Fee				
Return Receipt Fee (Endorsement Required)				
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees \$				

Postmark Here

[Handwritten address]

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Williamson</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Williamson</i> <input type="checkbox"/> C. Date of Delivery <i>9/9/08</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p><i>ONE MAYFAIR PLACE LLC 1718 Hillcrest DR Bellevue NE 68005</i></p>		<p>3. Service Type</p> <p><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 (Transfer from service label)</p>		<p>7006 0810 0001 6713 7788</p>	



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

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:

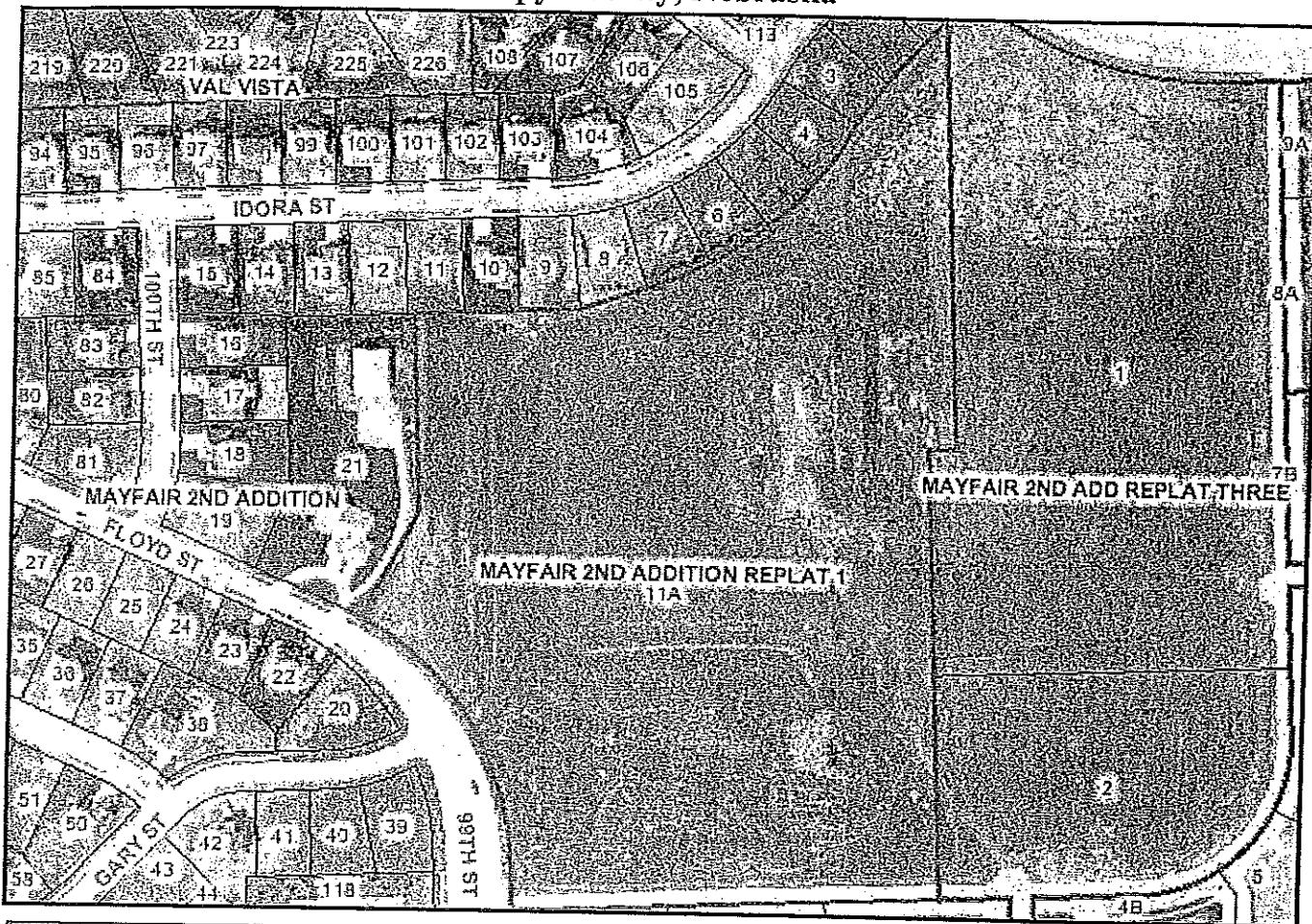
	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
1 tractor with batwing mower	\$20.00	7	\$140.00
TOTAL			\$160.00

MATERIALS:

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

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

Sarpy County, Nebraska



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 B & P	Grantor	Grantee	Sale Price
12/16/2005 05-46366	SMITH/JOHN J TRUSTEE OF THE RKS FAMILY TRUST 810 N 96TH ST 3RD FLOOR OMAHA NE 68114-	ONE MAYFAIR PLACE LLC 1718 HILLCREST DR BELLEVUE NE 68005-	\$1,028,277
2/18/2003 03-13437	SMITH/JOHN J 1718 HILLCREST DR BELLEVUE NE 68005-	ONE MAYFAIR PLACE LLC 1718 HILLCREST DR BELLEVUE NE 68005-	\$1,800,000
12/13/2001 01-41759	RKS FAMILY INVESTMENTS~LIMITED 1718 HILLCREST DR BELLEVUE NE 68005-	ONE MAYFAIR PLACE LLC 1718 HILLCREST DR 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 5th 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

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p: 402-331-4748
f: 402-331-0410

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

Library
9110 Giles Rd.
p: 402-537-3900
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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 State of Nebraska	200.00 5.50%	200.00 0.00

	Total	\$200.00
--	--------------	----------

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,



Nick Young
Centennial Enterprises, Inc.

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

1) CLATTERBUCK PROPERTIES
2)

Date/Time: Jun. 25, 2008 10:01AM

File

No. Mode

Destination

Pg (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


La Vista

6/24/08

You in charge, remember
we lost individual mowing
for key as he lost ground
is not economical for
him to mow at full charge
Get done as cheap as possible
HSR

Re: Lot #11A
Mayfair 2nd 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. *CD* *Enclosed*

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 Heilman
Valerie Heilman
Code Enforcement Inspector

City Hall
8116 Park View Blvd.
La Vista, NE 68126-2198
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: 402-337-5500
F: 402-337-3902

Police
7701 South 56th St.
P: 402-331-1582
F: 402-331-7210

Public Works
9500 Comstocker Rd.
P: 402-331-8227
F: 402-331-1651

Recreation
8116 Park View Blvd.
P: 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

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

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.*) (tourn), 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

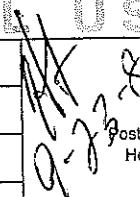


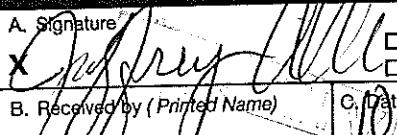
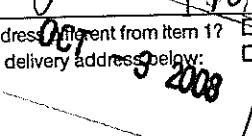








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OFFICIAL USE	
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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
	
<i>Postmark Here</i>	
Sent To JEFFREY ALLEN Street, Apt. No. 7312 or PO Box No. LILLIAN AVE City, State, ZIP CA VISTA NE 68128	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> X</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: </p> <p>3. Service Type</p> <p><input 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>1. Article Addressed to:</p> <p>JEFFREY ALLEN 7312 LILLIAN AVE LA VISTA, NE 68128</p>		<p>2. Article Number <i>(Transfer from service label)</i></p> <p>7006 0810 0001 6713 7726</p>	
<p>PS Form 3811, February 2004</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>			



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

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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 Quanity		
OPEN SLAB PORCH	436		
BSMT GARAGE FINISH	312		
BSMT OUTSIDE ENTRY	1		
DRIVEWAY	1		

Sales Information (Updated 9/21/2008)

Sale Date B & P	Grantor	Grantee	Sale Price
12/30/2004	ALLEN/JUANITA	ALLEN/JEFFREY D	
05-00646	1503 S 25TH AVE OMAHA NE 68105-0000	7312 LILLIAN AVE LA VISTA NE 68128-	\$1

Valuation Information

Valuation
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



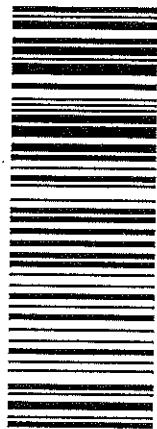
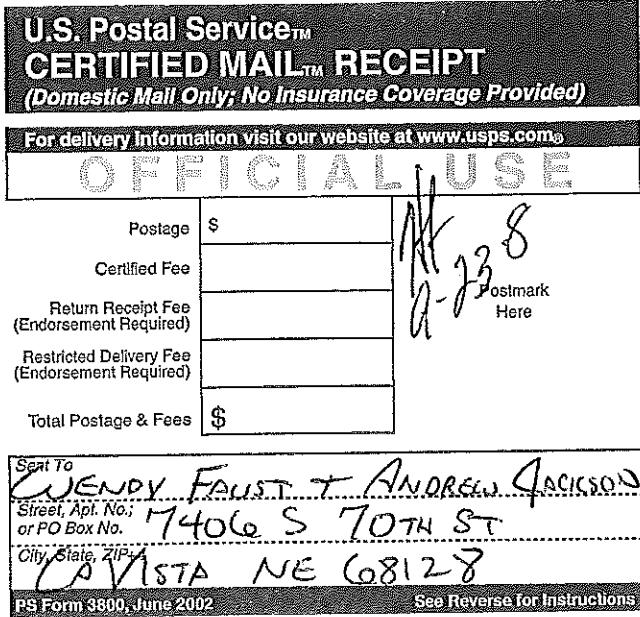








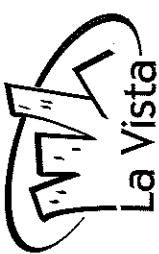
2004 4004 0610 0001 7733



EE&L ET79 1000 OT80 9002

Wendy Faust & Andrew Jackson
7406 S 70th St
La Vista, NE 68119

1st NOTICE 9-27
2nd NOTICE 10-4
NOTICE P. 10-12



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

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
 TOTAL	\$	<u>246.76</u>

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,

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
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.70th 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
needed.

Certified copy
no notice

10

7406

70th

paper to
turn over.

for pictures
public works

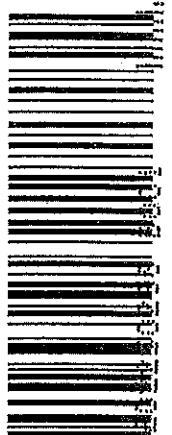
New
Mall
over

for pictures
public works



8116 Park View Blvd
La Vista, NE 68128

הַבְּבִיאָה וְהַבְּרִיאָה



UNITED STATES POSTAL SERVICE
POSTAL INSPECTOR
521P
000306452 AUG 06 2006
MAILED FROM ZIP CODE 58125

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

1st NOTICE
2nd NOTICE
RETURNED
8-27-07

401 40 1
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
70 09/26/08

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RETURN TO SENDER
UNCL-ATMED

00: 68128213216 *0995-02591-25-27

0810 0001 6713 6996	
<p>CERTIFIED MAILTM REC <i>(Domestic Mail Only. No Insurance C</i></p>	
<p>For delivery information visit our website: OFFICIAL</p>	
Postage	\$.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.32

Mr. & Mrs. Frank & Andrew Jackson
St. Paul, Minn.
or PO Box No. 100
City, State, Zip 55104
Erlbaum, NE 68222-0295
PS Form 3800 (Rev. 1-20-60)

See *Pavka* for this

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
Misc			
Description	Sqft or Quantity		
CONCRETE STOOP	16		
PATIO	270		
DRIVEWAY	1		

Sales Information (Updated 9/21/2008)

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









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OFFICIAL USE

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Postage	\$ <i>1.80</i>						
Certified Fee							
Return Receipt Fee (Endorsement Required)							
Restricted Delivery Fee (Endorsement Required)							
Total Postage & Fees	\$ <i>1.80</i>						

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

Postmark
Here
9-23-08

See Reverse for Instructions

PS Form 3800, June 2002

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Trevor Breely</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>TREVOR BREELY</i></p> <p>C. Date of Delivery <i>9-25-08</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <i>VIBE INC PO Box 34326 Omaha NE 68134</i></p>	
<p>1. Article Addressed to:</p> <p><i>VIBE INC PO Box 34326 Omaha NE 68134</i></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 (Transfer from service label)</p>		<p>7006 0810 0001 6713 7719</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
		102595-02-M-1540	



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
TOTAL	\$	243.16

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

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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

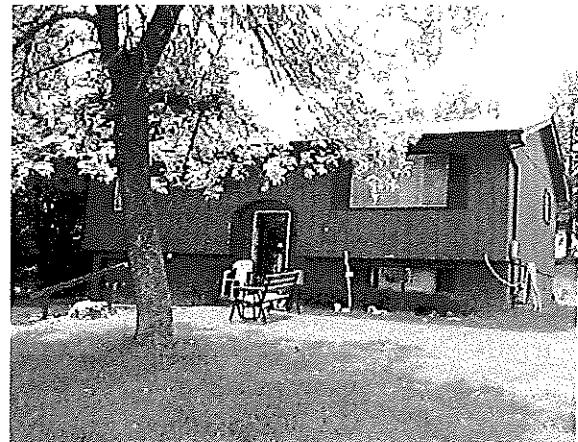
MATERIALS:

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

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

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA M. RAMIREZ 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.

Pay Range: PT
Date: 10/30/2008
Non-Exempt

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)