



## CITY OF LA VISTA

### CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO MARY LOU PEREKSTA, from the Library, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Mary Lou Pereksta, has served the City of La Vista since October 4, 1999, and

WHEREAS, Mary Lou Pereksta's input and contributions to the City of La Vista have contributed to the success of the City.

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

DATED THIS 6TH DAY OF OCTOBER, 2009.

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

\_\_\_\_\_  
Ronald Sheehan  
Councilmember, Ward I

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

\_\_\_\_\_  
Mike Crawford  
Councilmember, Ward II

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

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

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

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

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

ATTEST:

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







**PROCLAMATION**  
**FIRE PREVENTION WEEK**

WHEREAS, the City of La Vista is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, the City of La Vista's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, La Vista's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the 2009 Fire Prevention Week theme, "Stay Fire Smart! Don't Get Burned", effectively serves to remind us all of the simple actions we can take to stay safer from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim October 4 - 10, 2009 as Fire Prevention Week throughout La Vista, and I urge all the people of La Vista to heed the important safety messages of Fire Prevention Week 2009, and to support the many public safety activities and efforts of La Vista's fire and emergency services.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 6th day of October, 2009.



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

ATTEST:

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





## ***PROCLAMATION***

### ***FINANCIAL PLANNING WEEK***

WHEREAS, the financial planning process allows individuals to achieve their dreams by empowering them to identify and manage realistic financial goals and negotiate the financial barriers that arise at every stage of life; and

WHEREAS, everyone can benefit from knowing about the value of financial planning and where to turn for objective financial advice; and

WHEREAS, the Financial Planning Association is the membership organization for the financial planning community, representing 20,000 members dedicated to supporting the financial planning process as a way to help individuals achieve their goals and dreams; and

WHEREAS, the Financial Planning Association believes that everyone needs objective advice to make smart financial decisions and that when seeking the advice of a financial planner, the planner should be a CFP® professional; and

WHEREAS, the Financial Planning Association is dedicated to helping individuals discover the value of financial planning.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim October 5 - 11, 2009 as **Financial Planning Week** in La Vista.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 6th day of October, 2009.



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

ATTEST:

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



# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING September 15, 2009

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 September 15, 2009. Present were Councilmembers: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: Ronan. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Engineer Kottmann, Deputy City Clerk Lupomech, Library Director Barcal, Community Development Director Birch, Police Lieutenant Pokorny, Fire Chief Uhl, Recreation Director Stopak, Building and Grounds Director Archibald, and Park Superintendent Lukasiewicz.

A notice of the meeting was given in advance thereof by publication in the Times on September 2, 2009. 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.

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

### SERVICE AWARD – SUSAN TANGEMAN – 10 YEARS

Mayor Kindig presented service awards to Susan Tangeman for 10 years of service to the City.

Mayor Kindig informed those in attendance that the Nebraska Diplomats named La Vista that outstanding community of the year, and displayed the award that was received.

### SPECIAL PRESENTATION – TOBY CHURCHILL – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

Toby Churchill, the Director of Sarpy County Economic Development addressed Council to give a 3<sup>rd</sup> quarter update. He reviewed permits issued, valuation projects, and prospect inquiries.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM SEPTEMBER 1, 2009
3. MONTHLY FINANCIAL REPORT - AUGUST 2009
4. PAY REQUEST NO. 5 FROM EDAW – 84<sup>TH</sup> STREET REDEVELOPMENT VISION -  
\$15,791.70
5. PAY REQUEST FROM KIRKHAM MICHAEL – PROFESSIONAL SERVICES – GIS -  
\$4,800.00
6. APPROVAL OF CLAIMS

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

AA WHEEL & TRUCK SUPPLY, Vehicle Maint.	25.52
ABE'S PORTABLES, Rentals	210.00
ALAMAR UNIFORMS, Wearing Apparel	1,895.02
AQUA-CHEM, Supplies	218.10
ARAMARK UNIFORM SERVICES, Contract Services	260.53
ASPEN EQUIPMENT, Vehicle Maint.	72.00
AVI SYSTEMS, Equip.	524.00
BAKER & TAYLOR BOOKS, Books	4,327.68
BCDM, Professional Services	150.00
BEAUMONT, MITCH, Professional Services	2,025.00



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BENNINGTON EQUIPMENT, Vehicle Maint.	1,300.89
BENSON RECORDS, Contract Services	53.54
BLACK HILLS ENERGY, Utilities	1,177.96
BUETHE, PAM, Travel/Vehicle Maint/Postage	596.98
BUILDERS SUPPLY, Bldg & Grnds	418.70
BURT, STACIA, Training	216.00
CARDMEMBER SERVICE, Travel/Supplies/Wearing Apparel	5,596.01
CITY OF BELLEVUE, Training	500.00
CITY OF OMAHA, Contract Services	34,207.97
CJ'S HOME CENTER, Bldg & Grnds/Supplies/Vehicle Maint.	624.98
COLOMBO/PHELPS, Concessions	526.47
CORNHUSKER INTL TRUCKS, Vehicle Maint.	421.89
COX, Contract Services	198.80
D & J BEVERAGE, Bldg & Grnds	1,165.00
DELL, Contract Services	3,721.16
DEMCO, Supplies	114.52
DON'S PIONEER UNIFORMS, Wearing Apparel	132.90
DOSTALS CONSTRUCTION, Bldg & Grnds	990.00
DULTMEIER SALES & SERVICE, Vehicle Maint.	142.92
EBSCO SUBSCRIPTION SERVICES, CD Rom	830.00
ED M. FELD, Vehicle Maint.	737.00
ELECTRONIC ENGINEERING, Vehicle Maint.	17.41
ELLIOTT EQUIPMENT, Vehicle Maint.	67.77
EMBASSY SUITES HOTEL, Travel	95.41
FAIRWAY GOLF, Supplies	134.50
FILTER CARE, Vehicle Maint.	101.65
FIREGUARD, Squad Supplies	732.88
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,315.50
GALE, Books	156.31
GCR OMAHA TRUCK TIRE CENTER, Vehicle Maint.	870.75
GENUINE PARTS, Vehicle Maint.	1,036.16
GRAYBAR ELECTRIC, Bldg & Grnds/Contract Services	556.04
GREAT PLAINS ONE-CALL SVC, Contract Services	267.33
GREAT PLAINS UNIFORMS, Wearing Apparel	191.50
GREAT WESTERN BANK, Fees	250.00
GREENKEEPER COMPANY, Supplies/Bldg & Grnds	1,839.40
H & H CHEVROLET, Vehicle Maint.	106.75
HANEY SHOE STORE, Wearing Apparel	97.95
HARM'S CONCRETE, Sewer Repair	81.00
HEARTLAND PAPER, Supplies	70.00
HEARTLAND TIRES AND TREADS, Vehicle Supplies	522.35
HEIMAN FIRE EQUIPMENT, Vehicle Maint.	389.95
HEIMES, Street Maint.	126.69
HELGET GAS, Squad Supplies	35.00
HIGHSMITH, Supplies	335.52
HOME DEPOT, Bldg & Grnds	269.22
HOST COFFEE SERVICE, Concessions	21.50
HY-VEE, Concessions,	62.86
J Q OFFICE EQUIPMENT, Supplies	850.33
JESUS, MATTHEW, Contract Services	80.00
JOHN DEERE LANDSCAPES, Bldg & Grnds	250.00
JUSTIN THYME CAFÉ, Travel	423.00
KAPCO-KENT ADHESIVE PRODS, Supplies	65.40
LAUGHLIN, KATHLEEN, Payroll Withholdings	809.00
LEAGUE ASSN OF RISK MGMT, Insurance	37.00
LEAGUE OF NEBRASKA MUN, Training/Travel	423.00
LIFE ASSIST, Squad Supplies	243.80
LINWELD, Street Maint./Supplies	144.43
LOGAN CONTRACTORS SUPPLY, Street Maint.	1,757.90
MARTIN, ALEX, Travel	73.16
METRO AREA TRANSIT, May Fees	307.00
METRO COMMUNITY COLLEGE, Utilities/Phone/Contract Services	10,289.73
MIDWEST TAPE, Media	15.24
MILLER BRANDS, Concessions	115.50
MOTOROLA, Batteries	151.72
NATIONAL PAPER COMPANY, Supplies	281.38
NE DEPT OF REVENUE, Fees	25.00
NE LAW ENFORCEMENT, Travel	180.00
NEBRASKA GOLF & TURF, Cart Repair	264.20
NETWORK LIQUIDATORS, Contract Services	240.00



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NEW YORK TIMES, Books	195.00
NEWMAN TRAFFIC SIGNS, Traffic Signs	2,570.25
OFFICE DEPOT, Supplies	688.15
OMAHA SLINGS, Supplies/Bldg & Grnds	277.39
OMAHA WORLD HERALD, Legal Advertising	169.52
OPPD, Utilities	43,694.65
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	382.46
PAULSEN, SHARON, Travel	25.00
PAYLESS, Supplies	358.00
PRECISION INDUSTRIES, Vehicle Maint.	13.82
QUALITY BRANDS, Concessions	362.45
QWEST, Phone	52.97
RAMIREZ, RITA, Travel	385.00
READY MIXED CONCRETE, Street Maint.	1,758.15
RUSTY ECK FORD, Vehicle Maint.	54.70
SAFETY-KLEEN, Contract Services	285.49
SAM'S CLUB, Concessions/Supplies	1,485.13
SARPY COUNTY LANDFILL, Bldg & Grnds	43.71
SCHOLASTIC LIBRARY PUBLISHING, Books	247.00
SEAT COVER CENTER, Vehicle Maint.	194.50
SHAMROCK CONCRETE, Street Maint.	54.00
SMITH, MELANIE, Training	500.00
SOUTHEAST AREA CLERK'S ASSN, Dues	20.00
STANDARD HEATING AND AIR, Bldg & Grnds	247.00
SUN LIFE & HEALTH INSURANCE, Payroll Withholdings	1,959.78
TAB HOLDING COMPANY, Construction Cost	10,588.90
THOMPSON DREESSEN & DORNER, Professional Services	30,138.66
TRACTOR SUPPLY CREDIT PLAN, Bldg & Grnds/Maint.	122.94
TREAT AMERICA FOOD, Travel	129.52
TURF CARS, Electric Cart	82.45
UNIVERSITY OF VIRGINIA, Training	2,800.00
UPSTART, Summer Reading Program	71.94
WASTE MANAGEMENT, Contract Services/Bldg & Grnds	871.65
WICK'S STERLING TRUCKS, Vehicle Maint.	173.80

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reminded Council of the tour scheduled for Thursday, September 17<sup>th</sup>. The bus will leave from City Hall promptly at 5:30 p.m. She also reminded Council of the workshop scheduled for Tuesday, September 22<sup>nd</sup>, at 7:00 p.m. at the Police Facility for an update on Vision 84.

Parks Superintendent Lukasiewicz informed Council that Tire Collection will be held Friday and Saturday, September 25<sup>th</sup> and 26<sup>th</sup> at the Public Works facility from 8:00 a.m. – 3:00 p.m. The collection is open to all residents of the City and its extra territorial jurisdiction. Proof of residency is required. Councilmember Sheehan asked Parks Superintendent Lukasiewicz if they had received any complaints of sewer gas odor on 78<sup>th</sup> Street. Lukasiewicz said he wasn't aware of any issues in that area, but would check out to make sure there is not a problem

Library Director Barcal informed Council the La Vista Library Advisory Board has received certification, which is required for state aid.

### B. RENTAL INSPECTION PROGRAM

#### 1. ORDINANCE NO. 1095 – ADOPT RENTAL INSPECTION PROGRAM (SECOND READING) (TABLED FROM 9/1/09 MEETING)

Councilmember Crawford made a motion to table Ordinance No. 1095 (Rental Inspection Program) until the October 6, 2009 meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: Sell. Absent: Ronan. Motion carried.

### C. MASTER FEE ORDINANCE NO. 1097 – FINAL READING

Finance Director Lindberg introduced this agenda item

Deputy City Clerk Lupomech read Ordinance No. 1097 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1092, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING



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BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF. Said ordinance was read by title.

Councilmember Gowan made a motion to approve Ordinance No. 1097 on its final reading. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Ronan. Motion carried.

**D. CALL FOR REDEMPTION OF BONDS AND REFUNDING SERIES 2009 BOND ISSUE**  
**1. RESOLUTION – CALL OF VARIOUS PURPOSE BONDS, 2003 SERIES FOR REDEMPTION**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-086: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF VARIOUS PURPOSE BONDS, SERIES 2003, FOR REDEMPTION

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

Section 1. That the following bonds of the City are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$2,945,000 in principal amount of Various Purpose Bonds, Series 2003, maturing July 15, in each year from July 15, 2011 through July 15, 2023, date of original issue—July 15, 2003, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding.

Section 2. Said bonds may be presented for payment at the office of the Treasurer of the City of La Vista, Nebraska.

Section 3. The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

Section 4. A copy of this resolution may be filed immediately with the Treasurer of the City of La Vista, Nebraska, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. The Treasurer of the City of La Vista, Nebraska is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

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

**2. RESOLUTION – CALL OF REFUNDING BONDS, 2003 SERIES FOR REDEMPTION**

Councilmember Crawford introduced and moved for the adoption of Resolution No. 09-087: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF REFUNDING BONDS, SERIES 2003, FOR REDEMPTION

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

Section 1. That the following bonds of the City are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

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\$2,005,000 in principal amount of Refunding Bonds, Series 2003, maturing November 15, in each year from November 15, 2010 through November 15, 2019, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding.

Section 2. Said bonds may be presented for payment at the office of the Treasurer of the City of La Vista, Nebraska.

Section 3. The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

Section 4. A copy of this resolution may be filed immediately with the Treasurer of the City of La Vista, Nebraska, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. The Treasurer of the City of La Vista, Nebraska is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

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

### **3. RESOLUTION – CALL OF GENERAL OBLIGATION BONDS, 2004 SERIES SID 200 FOR REDEMPTION**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-088: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF REDEMPTION GENERAL OBLIGATION BONDS, SERIES 2004 SANITARY AND IMPROVEMENT DISTRICT NO. 200 OF SARPY COUNTY, NEBRASKA ANNEXED BY LA VISTA, NEBRASKA

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

Section 1. That the following bonds are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$1,725,000 in principal amount of General Obligation Bonds, Series 2004, issued by Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, maturing September 15, in each year from September 15, 2011 through September 15, 2024, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding. Said Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, has been annexed by the City of La Vista and such obligations are now obligations of the City of La Vista, Nebraska.

Section 2. Said bonds may be presented for payment at the office of Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar.

Section 3. The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

Section 4. A copy of this resolution may be filed immediately with Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, but not less than thirty days prior to



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said date fixed for redemption in the Designation of Call Date. Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

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

#### **4. RESOLUTION – CALL OF GENERAL OBLIGATION BONDS, 2004 SERIES SID 218 FOR REDEMPTION**

Councilmember Quick introduced and moved for the adoption of Resolution No. 09-089: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CALL OF REDEMPTION GENERAL OBLIGATION BONDS, SERIES 2004 SANITARY AND IMPROVEMENT DISTRICT NO. 218 OF SARPY COUNTY, NEBRASKA ANNEXED BY LA VISTA, NEBRASKA

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

Section 1. That the following bonds are hereby called for redemption on such date as set forth in the Designation of Call Date (as defined below):

\$1,545,000 in principal amount of General Obligation Bonds, Series 2004, issued by Sanitary and Improvement District No. 218 of Sarpy County, Nebraska, maturing April 15, in each year from April 15, 2011 through April 15, 2024, numbered as shown on the records of the Paying Agent and Registrar therefor, such amount being a portion of the bonds of said issue remaining outstanding. Said Sanitary and Improvement District No. 218 of Sarpy County, Nebraska, has been annexed by the City of La Vista and such obligations are now obligations of the City of La Vista, Nebraska.

Section 2. Said bonds may be presented for payment at the office of Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar.

Section 3. The Mayor or City Clerk of the City (each, an "Authorized Officer") are each individually hereby authorized to determine the call date for said Bonds on behalf of the City and such determination, when made in writing (the "Designation of Call Date"), shall constitute the action of the City without further action of the City Council. The Call Date may be set for any date on or prior to December 15, 2009, after which time the Authorized Officers shall have no authority to make any such determination hereunder without further action of the City Council and this resolution shall be of no further force and effect.

Section 4. A copy of this resolution may be filed immediately with Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, but not less than thirty days prior to said date fixed for redemption in the Designation of Call Date. Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar, is hereby directed to mail notice to all registered owners of the Bonds to be redeemed not less than thirty days prior to the date fixed for redemption in accordance with their authorizing resolution and to take all other actions deemed necessary in connection therewith.

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

#### **5. ORDINANCE – REFUNDING BOND ISSUE, SERIES 2009**

Councilmember Gowan introduced Ordinance No. 1101 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2009, OF THE CITY OF LA VISTA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS (\$8,320,000) TO REFUND CERTAIN OUTSTANDING DEBT OF THE CITY OF LA VISTA; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; PROVIDING FOR A DESIGNATION SETTING FINAL TERMS OF SAID BONDS; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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September 15, 2009

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

Said ordinance was then read by title and thereafter Councilmember Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question was, "Shall Ordinance No.1101 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Ronan. 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.

## **E. AMENDMENT TO LEASE-PURCHASE AND REFUNDING SERIES 2009 BOND ISSUE**

### **1. ORDINANCE**

Councilmember Gowan introduced Ordinance No. 1102 entitled: AN ORDINANCE APPROVING AN AMENDMENT TO THE EXISTING LEASE-PURCHASE AGREEMENT WITH CITY OF LA VISTA FACILITIES CORPORATION RELATING TO THE CITY'S POLICE STATION BUILDING USED BY THE CITY OF LA VISTA, NEBRASKA; APPROVING THE EXECUTION OF DOCUMENTS WITH RESPECT TO SAID AMENDMENT TO LEASE-PURCHASE AGREEMENT; AND PROVIDING FOR THE PUBLISHING OF THIS ORDINANCE.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Ronan. 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 Gowan moved for final passage of the ordinance which motion was seconded by Councilmember Carlisle. The Mayor then stated the question was, "Shall Ordinance No.1102 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: Ronan. 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.

## **F. RESOLUTION – AMEND CONDITIONAL USE PERMIT**

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-090: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AMENDED CONDITIONAL USE PERMIT FOR FIELDS INC DBA ISLAND BAR & GRILL TO ALLOW FOR AN OUTDOOR PATIO AREA.

WHEREAS, Fields Inc, represented by Lylette Fields, on behalf of the property owner, Fantasy's Inc, has applied for an amendment to their conditional use permit for the purpose of having an outdoor patio area on Lot 2, Southport East Replat Three; and

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

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

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
  - a. A site plan showing the property boundaries of the tract of land and easements,



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- proposed structures, parking, access points, and drives has been provided to the City and is attached to the permit as Exhibit "A". Specifically, based on the occupancy of the building, a minimum of 24 parking spaces shall be designated for the Permitted Use. Parking for the Permitted Use shall not overflow outside of the parking lot onto other properties.
- b. Hours of operation for the Permitted Use will be from 7 a.m. – 1:00 a.m. seven days a week.
  - c. There will be a maximum of four (4) employees working at any given time at the Permitted Use.
  - d. The Permitted Use will be comprised of 2,664 sq. feet of building space with an additional 172 sq. feet of outdoor patio area in front of the business.
  - e. Adequate parking (24 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (113 occupants) in attendance at any one time between the hours of operation.
  - f. A black, wrought-iron fence, not to exceed 48" in height, shall be constructed around the outdoor patio area, as shown on Exhibit "B".
  - g. No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use.
  - h. The Permitted Use shall be developed and maintained in accordance with the site plan (Exhibit "A") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
  - i. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
  - j. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
  - k. Landowner and Operator shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
  - l. Operator shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the Premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - m. Operator hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Operator, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the Premises of any environmental or safety law, rule or regulation.
3. The Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:
    - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to the Landowner and/or Operator and a reasonable time was given for Landowner and/or Operator to cure such violation.
  4. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines: (All design guidelines have been followed in original Conditional Use Permit for Fantasy's Food and Fuel)
  5. The Landowner and Operator's right to maintain the Use as approved pursuant to these provisions shall be based on the following:
    - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
    - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the Landowner and Operator have fully complied with the terms of approval.
    - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at Landowner's expense within twelve (12) months of cessation of the conditional use.
  6. Notwithstanding any other provision herein to the contrary, this permit, and all rights

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granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Operator's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
  - c. Landowner's construction or placement of a storage tank, structure or other improvement on the Premises not specified in this permit.
  - d. Landowner or Operator's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
7. If the permitted use is not commenced within one (1) year from September 15, 2009, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to Landowner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
8. In the event of the Landowner's failure to promptly remove any safety or environmental hazard from the Premises, or the expiration or termination of this permit and the Landowner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the Landowner or any third party to exercise said option) cause the same to be removed at Landowner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the Landowner shall reimburse the City the costs incurred to remove the same. Landowner hereby irrevocably grants the City, its agents and employees the right to enter the Premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the Premises as necessary or appropriate to carry out any other provision of this permit.
9. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the amended Conditional Use Permit in form and content submitted at this meeting, for Fields Inc dba Island Bar & Grill, represented by Lylette Fields, for the purpose of having an outdoor patio area on Lot 2, Southport East Replat Three, subject to the conditions listed in the last recital above.

Seconded by Councilmember Carlisle. Councilmember Carlisle asked where the sidewalk café would be located. Community Development Director Birch stated the outdoor section would be on the southeast side of the establishment. Councilmembers voting aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Ronan. Motion carried.

## **G. RESOLUTION – APPLICATION FOR ADDITION TO LIQUOR LICENSE – FIELDS INC DBA ISLAND BAR & GRILL**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-091: 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 APPLICATION FOR ADDITION TO THE CLASS C LIQUOR LICENSE FOR FIELDS INC DBA ISLAND BAR & GRILL, LA VISTA, NEBRASKA.

WHEREAS, Fields Inc dba Island Bar & Grill, 7826 S 123<sup>rd</sup> Plaza, Suite E & F, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Class C Liquor License to add an sidewalk café, 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



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

September 15, 2009

application for the addition to the Class C Liquor License submitted by Fields Inc dba Island Bar & Grill, 7826 S 123<sup>rd</sup> Plaza, Suite E & F, La Vista, Nebraska.

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

## **H. RESOLUTION – TERRORISM PREVENTION PROGRAM GRANT - INTERLOCAL COOPERATION AGREEMENT**

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-092: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY FOR THE USE OF FUNDS FROM THE 2005 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City of La Vista to enter into an Interlocal cooperation agreement for the use of funds from the 2005 Law Enforcement Terrorism Prevention Program (LETPP) grant, and

WHEREAS, an agreement has been proposed with Sarpy County for the use of re-allocated funds from the 2005 LETPP grant for the purpose of purchasing one mobile radio, and

WHEREAS, said agreement is in the best interests of the citizens of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of an Interlocal Cooperation Agreement with Sarpy County for the use of \$4,600 in re-allocated funds from the LETPP grant

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

## **I. RESOLUTION – KEYSTONE TRAIL PROJECT - PURCHASE AGREEMENT AND TEMPORARY EASEMENT – STEPANEK**

Councilmember Crawford moved to table Resolution No. 09-093 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO VICTOR STEPANEK AND LINDA S. PODANY-STEPANEK IN AN AMOUNT NOT TO EXCEED \$27,100.00.

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

## **J. RESOLUTION – KEYSTONE TRAIL PROJECT - PURCHASE AGREEMENT AND TEMPORARY EASEMENT – MULDER**

Councilmember Gowan moved to table Resolution No. 09-094 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO BERNARD A. MULDER, JR. IN AN AMOUNT NOT TO EXCEED \$1,500.00.

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

## **K. RESOLUTION – KEYSTONE TRAIL PROJECT - PURCHASE AGREEMENT AND TEMPORARY EASEMENT – CORONA**

Councilmember Ellerbeck moved to table Resolution No. 09-095 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO DEANNA CORONA IN AN AMOUNT NOT TO EXCEED \$25.00.

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

September 15, 2009

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

## **L. POSITION DESCRIPTION UPDATE**

City Administrator Gunn reviewed the position description update for the Community Relations Coordinator. Councilmember Quick stated she thinks this is a position that the City needs. Councilmember Sheehan disagreed, and stated he does not feel it's required, and the job duties could be handled with current staffing. Councilmember Crawford asked if this position would have the required probationary period. City Administrator Gunn responded there would be a probationary period.

Councilmember Sell motioned to approve the position description update. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Quick, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: Sheehan. Absent: Ronan. Motion carried.

## **M. STRATEGIC PLAN PROGRESS REPORT #2**

City Administrator Gunn reviewed the Strategic Plan Progress Report #2 with Council.

Councilmember Gowan motioned to approve the Strategic Plan Progress Report #2. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Ronan. Motion carried.

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

## **COMMENTS FROM THE FLOOR**

Mayor Kindig asked if there were any comments from the floor; and stated that anyone having comments should limit them to three minutes. There were no comments from the floor.

## **H. EXECUTIVE SESSION – STRATEGY SESSION/NEGOTIATING GUIDANCE – FOP: PERSONNEL**

At 7:35 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for Strategy Session/Negotiating guidance with FOP. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Ronan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:08 p.m. the Council came out of executive session. Councilmember Gowan made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: Ronan. Motion carried.

## **COMMENTS FROM MAYOR AND COUNCIL**

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

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2009.

CITY OF LA VISTA

ATTEST:

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

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



City of La Vista  
Park & Recreation Advisory Committee Minutes  
August 19, 2009

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on August 19, 2009. Present were Chairperson Scott Stopak and Advisory Board Members [Vice-Chairperson] Pat Lodes, Jeff Kupfer and Randy Cahill. Recreation staff member present were Recreation Asst. Director David Karlson. Absent were Board Members George Forst II and Penny Selders; Recreation staff Program Director Rich Carstensen and Program Coordinator Eddie Burns were also absent.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on August 13, 2009. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

CALL TO ORDER

Chairperson Stopak called the meeting to order.

Seconded by Vice Chairman Lodes.

Chairperson Stopak led the audience in the Pledge of Allegiance.

Chairperson Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

A. CONSENT AGENDA

Chairperson Stopak made the motion to approve the consent agenda. Seconded by Committee Vice-Chairman Lodes. Motion carried.

Stopak made the motion to approve the minutes from the July 15, 2009 Advisory Board meeting.

Seconded by Committee Member Cahill. Motion carried.

REPORTS FROM RECREATION DIRECTOR AND STAFF

Chairperson Stopak thanked the Recreation Department, Police Department, Public Works and City Hall for their support in the Splash Bash held on Sunday, August 16, 2009 at the La Vista City Pool. It was a successful event with swimming, food and games. WOWT news station was present, and aired a 2 minute segment on that night's news. This was all planned within a couple of weeks, and with area business donations and the different department's help, it was a success.

Member Kupfer asked if the Splash Bash was for residents only.

Stopak said that it was advertised that way, however, there were several non-residents, including a young girl who was actually in the news broadcast. This in turn made for good publicity, since she said it was the best time she ever had.

Chairperson Stopak reported on the cart paths installed at the La Vista Falls Golf Course, and the switch being installed to pump water from the lower pond to the higher pond.

The La Vista Falls Golf Course is doing exceptionally well this year. We should be able to top the round count in August, compared to last year. Denny Dinan and the Public Works ground crews are doing well with the course.

Asst. Director Karlson reported the second BBQ School filled up in 4 days. We may squeeze a third class in, since there are a few people on a waiting list again. Later, we may have beginning classes, then advanced classes later.

Karlson explained that the La Vista Travel Club is a focus group that will meet on September 23, 2009 at the Community Center to discuss what options residents would like to see offered in the way of trips. La Vista has teamed up with Travel Leaders to offer better packages to groups of residents.

Member Kupfer commented the BBQ School sounds good. What is preventing us from having more of them?

Asst. Director Karlson said it is mainly time constraint that prevents him from having more classes, however, a woman from Travel Leaders did talk about holding a cooking class at the center.

Rich Carstensen, Program Director is absent from the meeting. There is a report from him in the agenda packet.

Eddie Burns, Program Coordinator is absent from the meeting. There is a report from him in the agenda packet. Director Stopak stated that Tackle Football began practicing on August 3, 2009. Flag Football and Soccer are also getting ready to begin.

Director Stopak reported that Dorothy Robb, a long-time visitor to the Senior Center passed away recently. Dorothy and her late husband, Shorty Robb started the Senior Center at the original Recreation Dept years ago. Plans to honor both of them are under way along with some other long-time visitors to the Senior Center.

#### B. La Vista Days 2010

Director Stopak reported that in 2010 the City staff would be coordinating La Vista Days. A date has not been identified as of yet.

Vice-Chairman Lodes asked why the City is taking this on.

Director Stopak said there were numerous concerns from citizens about the parade and carnival. The Chamber has struggled to get volunteers and assistance from Chamber members.

Member Kupfer wanted to know if the Chamber is good with this idea?  
Director Stopak said he did not know what the Chambers thoughts were.

Vice-Chairman Lodes stated that businesses belong to the Chamber to promote their business, so it is not much benefit to them to volunteer for La Vista Days.

#### COMMENTS FROM THE FLOOR

None.



#### COMMENTS FROM COMMITTEE MEMBERS

None.

#### ADJOURNMENT

Vice-Chairman Lodes made the motion to adjourn.

Seconded by Chairperson Cahill. Motion carried.

Meeting adjourned at 7:35 p.m.

**CITY OF LA VISTA**  
**PLANNING COMMISSION MINUTES**  
**AUGUST 20, 2009**

The Planning Commission meeting of the City of La Vista was convened at 7 p.m. on Thursday, August 20, 2009, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Absent: Alexander and Gahan. Also in attendance was Marcus Baker, City Planner, Ann Birch, Community Development Director and John Kottmann, City Engineer.

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

**1. Call to Order**

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

**2. Approval of Meeting Minutes – July 16, 2009**

Malmquist motioned to approve the minutes of July 16, 2009. Circo seconded the motion. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Horihan, Circo, and Nielsen. Nays: None. Hewitt abstained. Motion carried.

Nielsen will be a voting member in the absence of others.

**3. Old Business**

None

**4. New Business**

**A. Public Hearing regarding amendment to the Island Bar & Grill Conditional Use Permit**

i. Staff Report: Fields, Inc desires to amend a Conditional Use Permit for the Island Bar & Grill located at 7826 S 123 Plaza, Suites E & F, on Lot 2 of Southport East Replat Three to include an outdoor seating area addition.

In December of 2007 a conditional Use Permit was approved to allow a bar and grill to occupy an existing commercial building subject to the following condition (among others):

- The Permitted Use will be comprised of 2,664 sq. feet of building space; all seating for the Permitted Use shall be inside the building.
- Adequate parking (22 parking stalls) shall be provided on-site to accommodate the maximum number of patrons and employees (104 occupants) in attendance at any one time between the hours of operation.
- No additional restaurants, taverns, or cocktail lounges will be permitted within the same building as the Operator of the Permitted Use

On July 14, 2009, the City of La Vista received an application from Island Bar & Grill to amend their permit to allow for an outdoor patio area. This request is in response to the State of Nebraska's new law banning smoking from bars and restaurants statewide. Specifically, the applicant would like to provide an area for their patrons to smoke outside of the building.

The construction would include a 42" high fence, which would be required to be black wrought iron. The enclosed patio area would be 28' wide x 6' deep. The sidewalk in front of the business is 10' wide, so a 4' wide sidewalk would still exist in front of the fence. Three tables with chairs are proposed within the enclosed patio area.

The Chief Building Official, Jeff Sinnett comments:

- Four foot sidewalk must be maintained in front for ADA requirements.
- Awning projection needs to meet requirements
- Only black, wrought iron type fencing is allowed in Southport

The analysis of the City Planner is that the land use is supported by the zoning district, but the applicant's CUP currently restricts outdoor seating. The intent of the proposal is not to add more seating capacity but to provide an area for customers to step outside with an alcoholic beverage.

The proposal requests an additional 172 square feet of gross floor area, which would require two additional parking spaces. This would increase the required allotment of 22 parking spaces to 24 parking spaces. Parking has been in an overflow situation in the past, where people have parked in the street to enter the Island Bar & Grill. This overflow parking situation tends to happen more in the early evening hours.

It would be preferred by City staff that the fence not exceed four feet in height because the fence would be located in the front of the business.

Planning staff recommends continuance of the public hearing to allow more time for the property owner to offer solutions to the present overflow parking situation and to determine whether the fence height can be reduced to four feet or less.

The State of Nebraska advised the applicant that a sidewalk café designation would allow a 42" fence height. The applicant has made a liquor application based on that advice as a sidewalk café.

Hewitt asked if there was a prohibition that disallowed smoking within 10 feet of a door. Baker said the applicant would have to abide by whatever state law requires.

Krzywicki wondered why the state had backed off from their original requirement of a six foot fence. Baker said the applicant was informed by the state liquor commission that whatever the local jurisdiction requires is what the fence height should be.



Horihan voiced that the parking situation in that development has been better than when it first opened. She felt having the outdoor area to allow smoking seems like a better idea than having people wandering up and down the sidewalk smoking.

Nielsen agreed that the parking situation does seem better to him as well. He is more concerned about the future tenants.

Krzywicki stated that the vacant tenant spaces have additional pressure or may be discouraged from being rented because their parking spaces have already been used by a previous tenant.

Malmquist made a motion to re-open the public hearing in order that it may be continued. Nielsen seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nays: None. Hearing re-opened.

Horihan suggested allowing for additional parking spaces in front of the dumpster to be used for employee parking, when necessary, which would free up two parking spaces. This would eliminate the need to review the parking concern further. Horihan requested to make a motion for approval.

Malmquist made a motion to close the public hearing. Andsager seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nays: None. Hearing re-closed.

iii. Recommendation: Horihan motioned to recommend approval of the amendments to the Island Bar and Grill conditional use permit to allow for them to have the addition of the outdoor seating area. Kramolisch seconded. Ayes: Krzywicki, Andsager, Kramolisch, Horihan, Circo and Hewitt. Nays: Malmquist and Nielsen. Motion carried.

This item is tentatively scheduled to appear on the City Council agenda of September 15, 2009.

**B. Public Hearing regarding Capital Improvement Program 2010 - 2014**

i. Staff Report: Public Hearing regarding the 2010-2014 Capital Improvement Program.

Rita Ramirez, Assistant City Administrator, presented the 2010-2014 program to the Planning Commission. Joe Soucie, Public Works Director, assisted with the presentation.

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

Malmquist inquired about the District 1 Fire Station's estimated total cost of \$6.5 million. Ramirez said that is correct and a \$5 million grant has been applied for.

Kramolisch agreed with Hewitt concern regarding smoking outside by a door. Malmquist stated the entrance to a smoking space needs to be monitored by the business.

ii. Public Hearing: Malmquist motioned to open public hearing. Horihan seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nays: None. Hearing opened at 7:14 pm.

Lylette Fields, owner/applicant, appeared to say that parking has not been an issue for this year, unlike when the business first opened. More recently, the parking lot has plenty of parking available. There are two front doors, only one is enclosed within the proposed sidewalk area. The Nebraska Clean Indoor Air Act only controls indoor air. The state has not gone to any outdoor regulations for regulating smoking near doors.

Hewitt asked if there had been a concern about room on the sidewalk for ADA compliance. Baker restated that the four foot width does meet ADA compliance.

Krzywicki asked if both doors have electronic openings for wheelchairs. Fields said they do not. Kramolisch asked if there was a backdoor. Fields said they have two but they are not used by the public.

Circo asked if the business is at capacity and the patio area was full how would smokers go out there. Fields did not see that as an issue. Horihan asked if the staff would be outside waiting on customers. Fields indicated that is not the intention of the patio, but the business would serve people on the patio if necessary.

Kramolisch asked if the fence went all the way to the east corner of the building. Fields said it did.

Public Hearing: Hewitt motioned to close public hearing. Kramolisch seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nays: None. Hearing closed at 7:19 pm.

Nielsen asked about the parking requirements for future tenants and what if another restaurant wanted to go into another open bay. Baker said another future tenant would have to meet the City's parking requirements. Nielsen wondered, if this proposal were approved, would that mean that parking spaces are being stolen from future tenants. Baker said it depends on the type of future business going into the retail space available. It may create a conflict depending upon the business and their hours of operation. However, there may not be a conflict if the businesses could share parking spaces, such as day time vs. evening operating hours.

Kottmann suggested a few scenarios for future parking.

In response to Kottmann's idea about not allowing service to the outdoor patio area, Krzywicki and Malmquist voiced a conflict with the State's suggestion for designating the patio as a sidewalk café.

ii. Public Hearing: Horihan motioned to open public hearing. Malmquist seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nays: None. Hearing opened at 7:25 pm.

Krzywicki asked if there would be a reason to hold off on the golf course improvements in the light of possible changes with Vision 84. Ramirez said the Vision 84 concepts were unveiled just this week. Vision 84 is a conceptual plan and would likely be a minimum of 5 years, but more likely 10 or 15 years before Vision 84 would be an implemented plan. Meanwhile the land needs to be maintained, and the golf course may continue to bring in revenues.

Krzywicki asked what the long term solution is to the Giles Road retrofit rib slabs. Joe Soucie said the retrofit fix is the cream of the crop for repairs. If nothing is done now, the fix would be \$15-20 million dollars so it is a good cost-benefit. Kottmann said it is the best solution for the situation that we have.

Circo asked about the storage building item at the city park. Soucie said there is no storage on that end of the city and centralizing the location for storage within the city.

Ramirez said, over the years, items may get rearranged; it is what the committee does in deciding priorities.

Krzywicki inquired about the aquatics facility. Ramirez says it shows up again in 2011 for consideration after Vision 84 has been unveiled.

Nielsen asked about the financial software entry for 2012. Ramirez said new accounting software is needed very badly now. The current software is a nightmare to work with and is limiting.

Nielsen asked if there is a formula used as to what is needed / invested vs. what is expected in savings. Ramirez said yes they do study the increase in efficiency.

Krzywicki asked about the analysis of green streets in 2011. Have there been any rough estimates of those primary streets? Soucie said no they have no estimate; it is a puzzle yet to be solved.

Circo asked what the issue was about the seventh green. Krzywicki volunteered that it pitches severely, high on the north, really low on the south and is called the "clown hole."

Public Hearing: Malmquist motioned to close the public hearing. Nielsen seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nays: None. Hearing closed at 7:58 pm.

iii. Recommendation: Malmquist motioned to recommend approval of the Capitol Improvement Plan as presented to City Council for consideration and



adoption. Circo seconded. Aye: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Circo and Hewitt. Nays: Horihan.

**5. Comments from the Floor**

None

**6. Comments from the Planning Commission**

Baker invited the board to take a look at the Vision 84 boards in the lobby.

Circo asked if Pedcor had done anything further with their application. Baker said they were finalizing their application to present to the Planning Commission soon.

Malmquist thanked staff for putting the Capital Improvement Program together in a user friendly fashion.

**7. Adjournment**

Malmquist motioned to adjourn. Hewitt seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Nielsen, Horihan, Circo and Hewitt. Nay: None. Motioned carried. Meeting was adjourned at 8:00 p.m.

Reviewed by Planning Commission: Mike Krzywicki

Sharon R. Dennis  
Recorder

Michael J. Krzywicki  
Planning Commission Chair

9-17-2009  
Approval Date

**MEETING OF THE LIBRARY ADVISORY BOARD  
CITY OF LA VISTA**

**MINUTES OF MEETING  
September 10, 2009**

Members Present:      Rose Barcal              Karen Cahill              Janice Podoll  
                                 Valerie Russell              Kim Schmit-Pokorny      Carol Westlund

Agenda Item #1: Call to Order

The meeting was called to order at 5:35 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions made.

Agenda Item #4: Approval of Minutes of July 9, 2009 Meeting

It was moved by Russell and seconded by Schmit-Pokorny that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

Agenda Item #5: Library Director's Report

- a. Programs: an overview of various programs was given.
- b. Employee updates were given. Linda Birkey retired from the library in August. Three new people have started training for the evening/weekend positions.
- c. Library Meetings were reviewed.
- d. General Information included the new format of the monthly library report.

Agenda Item #6: Circulation Report

Library Director Barcal distributed the circulation report. The report was discussed and accepted.

Agenda Item #7: Old Business

- a. Current grants were reviewed. Information was requested from the Midland Community Foundation related to the Grant for Grieving Teen/Child Book Bags. Nebraska Humanities Council grant was received for a Summer Reading Program Speaker.
- b. Budget FY 09/10. The final reading was approved by City Council on September 1st.

Agenda Item #8: New Business

- a. Summer Reading Program 2009. Reports were distributed.

Agenda Item #9: Comments from the Floor

The Library Advisory Board has obtained Board Certification through September 30, 2012.

Agenda Item #10: Comments from the Board

There were no comments from the Board.

There was a motion by Westlund and seconded by Cahill to adjourn the meeting at 6:05 p.m.

The next meeting is scheduled for November 12, 2009 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

## **2009 Teen Summer Reading Program Summary**

**“Express Yourself @ your library”**

**June 9<sup>th</sup> to August 14<sup>th</sup>**

### **Kick-off Party**

The Teen Kick-off Party was on Thursday, June 4<sup>th</sup> from 2-3pm. There were 20 teens and 7 adults present. The teens received their book bags and first point tracker card, signed up for programs, ate snacks, and completed a trivia quiz for a chance to win prizes.

### **Registration**

The Teen Summer Reading Program was open to teens in sixth to twelfth grade. It ran from Tuesday, June 9<sup>th</sup> to Friday, August 14<sup>th</sup>. The library registered 64 teens from 23 different schools.

### **Point Tracker Cards**

This summer, the teens used a point tracker card to keep track of their reading and activities. At registration, each teen received their first card. All point tracker cards were required to be turned in by Friday, August 14<sup>th</sup>.

Each card was worth 50 points and there was seven different ways teens could earn points. The teens did a great job of turning in their point tracker cards. The final numbers are:

Card 1 – 37	Card 2 – 28	Card 3 – 18
Card 4 – 17	Card 5 – 16	Card 6 – 15
Card 7 – 12	Card 8 – 10	Card 9 – 7
Card 10 – 6		

Total Hours Reading Books – 714	Total Magazines Read – 108
Total Newspapers Read – 65	Total Audio books Listened To – 19
Total Hours Volunteered – 68	Total Movies Watched - 108
Total Events Attended (that were counted for points) – 43	

### **Summer Reading Program Events**

Teen events were held on Tuesday nights starting at 6pm and Friday afternoons starting at 2pm. There were seventeen events planned from June 9<sup>th</sup> to August 14<sup>th</sup>. In total, 100 teens participated in the 2009 Teen Summer Reading Program. This does not include the teens that used the pool pass.

## Be Creative @ Your Library – 2009 Summer Reading Program Report

This year's theme was Be Creative @ Your Library which meant our summer program's main focus was on the arts such as music, arts and crafts, and drama. The Summer Reading Program ran for ten weeks. It started with our kick-off party on Wednesday, June 3<sup>rd</sup>. Our first program was on Monday, June 8<sup>th</sup> and the last program was on Friday, August 14<sup>th</sup>.

School Visits – In May 2009, I visited Portal, La Vista West, Parkview Heights, and G. Stanley Hall Elementary Schools. I also had sixty first grade students from Parkview Heights tour the library and learn about our summer reading program. At each school, I promoted the Be Creative Summer Reading Program and each child was given a flyer highlighting our program.

Parkview Heights – 419 students  
Portal – 463 students  
La Vista West – 341 students  
G. Stanley Hall – 380 students  
St. Columbkille

Be Creative Summer Registration – On Wednesday, June 3, 2009 the library hosted the Summer Reading Kick-off Party from 2:00-4:00. We registered 267 children, played games, had juice and cookies, and registered children for various activities. By the end of the Program we registered 500 children and about forty-five schools were represented.

La Vista Day Parade – On Saturday, June 13<sup>th</sup>, the library entered a float into the La Vista Day's Parade. Two teen volunteers and an adult handed out 500 Summer Reading Program fliers and coupons to Sonic.

Be Creative Reading Log Program – We used a card system this summer to keep track of all the hours read. There were ten cards created and each card represented five hours of reading. At the kick-off party, each child was given Card #1. Once they completed their five hours of reading, they brought this card to the library, received their prize for the five hours of reading and received Card #2. This process continued until all ten cards were completed. The children had until Friday, August 14<sup>th</sup> to complete their Reading Logs. The number of cards turned in is as follows:

Card #1 – 267	Card #2 – 193	Card #3 – 154	Card #4 – 124
Card #5 – 105	Card #6 – 79	Card #7 – 61	Card #8 – 46
Card #9 – 26	Card #10 – 30		

In total, 1085 Summer Reading Logs were turned in by Friday, August 14<sup>th</sup>. This means that the children (birth to fifth grade) read a total of 5,425 hours.



Be Creative Summer Activities – The library had an activity every day of the week, Monday through Friday.

Preschool Storytime – 556 kids and 13 adults

Toddler Storytime – 161 kids and 150 adults

Lapsit Storytime – 38 kids and 35 adults

Craft Day – 277 kids and 51 adults

Movie Night – 134 kids and 97 adults

Game Day/Guest Speaker – 293 kids and 91 adults

Homeschool Computer Class – 66 kids

ABC and Me Day Care Visits on Wednesdays – 167 kids and 23 adults

Wednesday Guests – 374 kids and 143 adults

Thursday Activities/Guest Speaker – 231 kids and 64 adults

Lunch Bunch – 89 kids and 29 adults

Book Club – 20 kids and 2 adults

Portal Elementary & Parkview Heights Kids Clubs – 121 kids and 24 adults

Total – 2527 kids and 722 adults (3249 total to all programs)

Weekly Contests – 147 entries for the entire summer

Week 1 Participates – 394 people

Week 2 Participates – 369 people

Week 3 Participates – 290 people

Week 4 Participates – 322 people

Week 5 Participates – 398 people

Week 6 Participates – 391 people

Week 7 Participates – 311 people

Week 8 Participates – 200 people

Week 9 Participates – 337 people

Week 10 Participates – 237 people

Total Participation – 3249 adult and children

# **CITY OF LA VISTA**

## **LA VISTA BOARD OF APPEAL MEETING**

**September 23, 2009**

The Board of Adjustment of the City of La Vista, Nebraska was convened at 6:02 p.m. on September 23, 2009 at the La Vista City Hall, 8116 Park View Boulevard. Members present: Malmquist, Jordan, Paulsen, Brown and McEneaney. Also present was John Herdzina, Hearing Examiner.

Legal notice of the public meeting was published in The Papillion Times. Notice was simultaneously given to all members of the Board of Adjustment. All proceedings shown were taken while the convened meeting was open to the public.

### **1. Call to Order and Roll Call**

The meeting was called to order by Paulsen at 6:02p.m. and roll call was taken.

### **2. Approval of Minutes of September 9, 2009**

Malmquist moved to approve the minutes of September 9, 2009 as presented. Jordan seconded. Ayes: Malmquist, Jordan, Brown, McEneaney and Paulsen. Nays: None. Minutes were approved.

### **3. Old Business**

### **4. New Business**

#### **a. Hearing of Appeal of building Official Notice & Order – 7121 Harrison Street**

i. Staff Report: Those appealing are: Longs Sales & Service, Mr. Earl and Mr. Cyrus Long. The property owner is Mr. Earl Long and the property is Lot 1C Ex Pt To Rd, La Vista Replat addressed as 7121 Harrison Street. This property is zoned C-2, General Commercial District.

The service station was constructed in 1960 and was built of standard concrete blocks with a wood truss system for the roof.

This is an appeal by Appellants Longs Sales & Service, Earl Long and Cyrus Long of the Notice & Order dated July 8, 2009. The Notice & Order stated the necessary demolition permits were to be secured within 60 days of the Notice and demolition of the building to be completed within 15 days after the permit is obtained. The Notice & Order also stated if the required permit is not obtained and the demolition not completed within the above stated timeframe, the City will order the building to remain vacant and posted to prevent further occupancy. The City will then proceed to cause the demolition to be done and charge the costs of the demolition against the property and its owners. The Appellants were notified that they may appeal the Notice & Order of the Chief Building Official to the Building Board of Appeals.

On August 6, 2009 a written request from Terry K. Barber, the attorney representing Appellants Longs Sales & Service, Earl Long & Cyrus Long, was received by the Chief Building Official requesting an appeal hearing to the City's Building Board of Appeals from the Notice & Order dated July 8, 2009.

The packets prepared for the Board of Appeals members include the following attachments:

1. Notice & Order dated July 8, 2009
2. Appeal Letter dated August 6, 2009 from Terry Barber
3. Notice of Hearing from board of Appeals dated September 11, 2009

ii. Public Hearing: The public hearing was convened at 6:02 pm

The hearing was opened at 6:04 pm by Hearing Examiner, John Herdzina who introduced himself. An appeal was filed by Long's attorney on August 6, 2009 for Long's Sales and Service.

Also identified at the hearing were: Jerry Friedrichsen, City Attorney; John Thomas, Videographer; Terry Barber, Attorney for the appellants; Jeff Sinnett, Chief Building Official; Ann Birch, Community Development Director; Rich Uhl, La Vista Fire Chief; Earl Long and Cyrus Long, appellants. Official hearing minutes were taken by Court Reporter, Cara.

Gerry Friedrichsen explained that the notebook in front of them contained the exhibits of the hearing.

The hearing was being held in accordance with selected portions of the Uniform Code for the Abatement of Dangerous Buildings (Exhibit #6).

Herdzina took the five members of the Board of Appeal, Friedrichsen, Barber, Earl and Cyrus Long, and Jeff Sinnett on an outside tour of the property at 7121 Harrison Street along with the videographer. Upon approval the video will become part of the official record. The hearing will remain open during the tour which left at 6:12 pm.

The tour group returned at 6:30 pm. having inspected the premises. The video was marked as Exhibit 14 and became part of the official record. The Board members walked around the property but did not go inside. They viewed what was formally a gas station, on a full concrete pad, otherwise the video will speak for what was seen.

Barber called Earl Long as his first witness. Oath taken.

Earl Long stated under questioning by his attorney, Barber, that he did know why he was present at the hearing and that he had just visited the station with the group. He understood that the City of La Vista had issued an order requiring the station be demolished and that he had given instructions to file an appeal to that order by the City of La Vista to demolish the building through his attorney. Mr. Long did not think that the building was in that bad of shape to be destroyed. He said that he was the sole owner of the property at this time and had owned it since 1968. He said that it had been operated as a service station since 1968. He said the gas station had ceased operation about years ago. The building he said was made of cement block and was on the property when it was purchased. It has steel siding over the block on two sides, the rest is glass, and block on the back. He said he had not been at the station over the last 3-4 years as he was ordered to stay away. During tonight's visit he had not noticed the cracks in the block or deterioration. Earl Long said that the building needed a roof and didn't know that it needed any other repairs. On the left of the building near the wash rooms there is a hole where some lady ran into the building with her car longer than 9 years ago. Mr. Long felt the building does have value. He felt with a little time and effort it would be back to the way it was with roof repairs and the block fixed. He didn't see so much debris, only what was on the truck. He didn't pay that close of attention to anything that was stacked up or strewn about. He felt yes it probably needed a good cleaning after setting empty 4-5 years. It needs allot of paint.

Earl Long didn't remember receiving a notice approximately 4-4 1/2 years ago. The exhibit was shown to Mr. Long. He may have seen it, but forgotten about it he stated. He read the date aloud as August 8, 2005. He agreed it was about that time when the city first contacted Longs about the problems with the building. During the duration from 2005 until now, he said he had been interested in making repairs to the building so that he could get back in and conduct business. He felt that he had been ordered not to go back onto the property.

Exhibit #11 was shown to Mr. Long which was a letter dated September 19, 2005 but could not say that he had seen the letter before. Upon reading Exhibit #12, a letter dated September 23, 2006, it was Mr. Longs' understanding that he was not allowed to enter the building only if he applied for, and, were issued any and all necessary permits required by the City of La Vista. Mr. Long felt like the city wanted him to hire someone to come in and do the work. He didn't hire anyone because he didn't have the money and he preferred that he and his son Cyrus do the work.

He had not talked personally with, or been contacted personally, by anyone representing the City of La Vista about the conditions of the building since 2005.

He didn't have any knowledge that anyone had become ill, or had complained about being ill, because of having been around the structure on this property. Nor, had there been an injury.

Mr. Earl Long believed that the building can be repaired and asked for an opportunity to do that, if things worked out.

Mr. Barber had no further questions.

Gerry Friedrichsen, attorney for the City of La Vista questioned Mr. Earl Long. Mr. Long stated he sometimes lived at 7605 S 76 Avenue and had for many years. Sometimes he lives with his daughter who lives in Bellevue.

Mr. Long said he had not personally received an order to vacate letter dated December 19, 2005. He said his wife may have opened it. He said he had not been active at all in the station since and before 2005. He said the station had been run by his son Cyrus. He couldn't remember the last time he was inside the station. He felt it was before September 2005. He said his son had handled most of the letters that were sent to the S. 76<sup>th</sup> Avenue address. He said his son Cy would know about any permits that would have been applied for. Earl Long said he would be involved in doing what he could in bringing the property up to the City of La Vista codes.

Mr. Long agreed with Mr. Friedrichsen that Exhibit 11, letter of 2005, shows that it was not technically true that he was not allowed on the premises at all but the city did require permits in order to do the work. He cannot answer whether the city was treating him any different than anyone else.

Tab 12 Exhibit dated September 19, 2005, stated that he was allowed on the property to remove debris, trash and vehicles on the exterior of the structure or for construction and repair work for the structure. He had no idea if his son had applied for any permits.

Mr. Friedrichsen had no further questions.

Mr. Long said it was his understanding that he had been ordered to stay away from the property for any reason when asked by Herdzina.



Mr. Earl Long did recall the front door being closed off with a board on the tour, but did not recall any red signage that he knew of when quizzed by Barber, his attorney.

Cyrus Long was called upon as witness by Mr. Barber. Cyrus is Mr. Earl Longs' son and is familiar with the property. He started working there at 14 years old and has been there his entire life, until it was closed, doing auto repair, gasoline and service station. He was ordered off the property immediately or be subject to arrest and recalls that it may have been Jeff Sinnett and approximately 6 police officers. He has not been back to conduct business since a letter stated he was to stay off the property or be arrested. He doesn't have that letter with him. He did see a red sign, during tonight's tour, posted on a piece of plywood at the front door. He generally thought the message said that no one was allowed inside or something to that nature. He thought Jeff Sinnett had posted it.

Cyrus Long stated he had been to the property since he was directed to leave the premises in 2005 about 5 or 6 times due to break-ins. He parked at the bar lot nearby and phoned the La Vista police department. He stated he is not an owner. He believes the building has value and that it can be repaired and put back into active service. He asks, along with his dad, to be given the opportunity to do this.

Friedrichsen questioned Cyrus Long as to the City of La Vista having cleaned up the interior once before and he said they hadn't. When prompted about the incident of putting gasoline on a police car, he said he remembered very well. The city was only cleaning the outside.

He said he was inside with an officer once on Easter Sunday when he put 5 tires inside that had been found outside. The red sign seen posted on the door at this evenings tour was not on the building at the time he put the tires inside.

That sign was put on the building about two months ago at the end of a month he stated. He sent a letter from the City of La Vista to his attorney in which an inspection was requested. Cyrus did not reply. He later learned that the City of La Vista had obtained an order from the judge to inspect. He was not given any notice of the inspection date. An inspection was conducted on May 27, 2009 but Cyrus Long was not present.

Mr. Long was directed to exhibit letters that were sent to S. 76 Avenue where he has lived since 1961. He assumed he had received them and read them. They contained violations of La Vista City Code. He states there was no debris but it was not 100% clean. There were aisles to walk through. The fire marshal came and he could see that the aisles had been cleaned. The fire marshal told him it still needed improvement. He had received a notice to remove his tanks but didn't end up having to do that.

Having been given the notice of violations, he did not file an appeal. A notice dated Sep 19, 2005 was received from Jeff Sinnett and six police officers on that date. There was no prior notice. He was not allowed to do any business at that point, but could do repairs. He states he and his wife came up and applied for permits the following week. A couple of weeks later they were told they would have to have the building structurally inspected. He believes he received a letter saying they were going to order a structural engineer come out to see if it was safe to put a roof on. This was about a month before Thanksgiving in 2005.

Since 2005 there was not anyone at 7121 Harrison Street to receive any mail.

Cyrus Long was shown a Records Request from his attorney to the City of La Vista to obtain a copy of a Building Permit application and attested that it was an application for a roofing permit.

The second page is what his wife wrote out on the application dated October 5, 2005. This was accepted in as Exhibit #15.

Cyrus Long did not have contact with La Vista after Mar 17, 2006 to discuss any application to re-roof or to address any of the other concerns expressed by Mr. Sinnett in his letter of August 5, 2005, but his wife did.

Mr. Long in reviewing the photos which make up Exhibit #10 taken May 2009 felt the photos do accurately reflect the condition of the outside of the property and the interior of the premises.

When questioned, Mr. Long, remembered that the damage to the building by the car driving into it had happened approximately 1998, or 1997, when they realigned the gas tanks under a court order. The driver of that vehicle had no money nor insurance to make the repair. He has not had the money to repair the hole since.

Barber was told upon questioning Mr. Cyrus Long that the State Fire Marshal ordered them to remove the petroleum tanks. He was allowed to realign them, or have them pressure tested once a month, otherwise they would be required to remove the tanks as they were too old. And, they were realigned to the satisfaction of the state fire marshal and they are still serviceable. Last time gas was put in them was in September 2005.

Jordan asked Cyrus Long if he had not been in that building for an extended period of time since 2005. Mr. Long said he had not.

Paulsen inquired if there was still gas in those tanks. Mr. Long said there was not.

Herdzina referenced Exhibit 1 to Cyrus Long asking if Mr. Long agreed that the violation items exist at the premises. He said he does know it now and, said that he wasn't to be allowed back onto the property or he would be subject to arrest.

Cyrus Long said he does now have some of the resources to fix it up. He has a part-time job.

Herdzina did not understand why a permit was never granted when his wife applied. Cyrus said they had not heard back from the city. Then they received a letter saying the City wanted a structural engineer to look at the building. His wife was there when the structural engineer was on site.

When asked by Barber, Cyrus Long felt it was difficult getting a response to the permit application. Barber and Barber made the request for records dated March 16, 2006 on behalf of Cyrus and his wife because the city was not responding to his wife's phone calls. The Letter regarding the permit was dated March 17, 2006.

There were no further questions.

A five minute break time was announced for return at 8 p.m.

Friedrichsen called Chief Uhl to the stand. Oath given.

Richard Uhl, La Vista Fire Chief has been with La Vista almost 2-1/2 years. During his tenure as Deputy Fire Marshal in Sioux City, Uhl attended the National Fire Academy for the Principals of Fire Inspection; and, the Iowa Law Enforcement Academy for Interrogation and Investigation Procedures both classes particular to enforcing and learning about fire protection codes.

His job with La Vista does not require his evaluation on properties on a regular basis to perform fire inspections, but when asked to do so, or to accompany a State Fire Marshal. He is familiar with La Vista Codes.

Upon inspection of 7121 Harrison Street he prepared a report, Exhibit #7. The photographs accurately depict the condition of the property. The building has a lot of problems. First and foremost it is obvious the amount of clutter. The roof has large holes. And he found it to be alarming the presence of black mold. When this was discovered the inspectors exited and put on face masks for the remainder of the inspections. NFPA stands for the National Fire Protection Agency. LVCO stands for La Vista Code of Ordinance. Chief Uhl was evaluating the property as an operating business, which was the original intent and looking for obvious safety violations and considerations.

It was Chief Uhl's opinion that the breaches in the roof itself present an extreme fire hazard and these holes would act as a chimney effect and expand the fire rapidly. It is a huge safety concern for his volunteer fire fighters and there would be a concern with this size of fire, if he as Chief would allow them to go into the building at all. There are several gallons of hazardous materials both inside and outside the building. He is a hazardous materials technician having served 8 years on the Sioux City Hazardous Materials Team.

Friedrichsen asked what types of hazards do these represent, for the fire fights or the community? Chief Uhl said the car batteries throughout the building, if on fire, would emit sulfuric acid vapor causing an inhalation hazard. There is a 35-gallon drum marked sulfuric acid outside the building that would have to be considered as sulfuric acid. Compressed gas cylinders inside the building, acetylene and oxygen, are free standing. If those have product in them and are tipped over they would act like a jet engine. There were containers of propane and Freon which could cause shrapnel if charged in a fire situation.

Chief Uhl added that the fire load (the combustible materials inside the building and the structural members of the building itself) of the building is currently extreme compared to other service stations. There are so many combustible materials strewn about it will burn more intense, hotter and be difficult to fight. Tires inside the building, coupled with the others would make a fire situation difficult.

Friedrichsen asked if the combustibles were not there what would the status of the building be. Chief Uhl indicated there would still be the roof problems, the breech wall, the mold problem is significant, and there is no ceiling.

Barber asked if black mold is a fire hazard. Chief Uhl answered it was not a fire hazard, but a health hazard.

Chief Uhl stated there was a 35-gallon drum labeled phosphoric acid. It was a fairly opaque material and approximately 2/3 of the way full; also, on the outside is one or two above ground storage tanks, unmarked.

Chief Uhl defined combustibles as paper, wood, rubber or anything that will burn.

Barber asked Chief Uhl's opinion as to whether the property is subject to burn. He stated it depends upon the security, break-ins do cause fires. An electrical problem is not a possibility right now. There is a possibility of hazardous materials leakage or spillage. Chief Uhl was under the understanding that there had been deterioration since 2005, but he was not with the city at that time and could not attest to that.

Barber asked Chief Uhl if there was anything listed that is beyond being cleaned up or remedied in some fashion. To correct the items on his list would not require demolition.

Paulsen asked if there was anything found that would cause spontaneous combustion. Chief Uhl said nothing definitively.

Paulsen asked Mr. Long what phosphoric acid was used for in the business. Cyrus Long answered that it was just a barrel for used grease, he didn't realize it had a label on it. He assumed it just has water in it now.

Friedrichsen called Ka Squire, Structural Engineer from Thompson, Dreessen and Dorner to the stand. Oath given.

Ka Squires was asked by the City of La Vista to perform a structural inspection at 7121 Harrison Avenue which was accomplished on May 27, 2009. A Mr. Heimes from Thompson, Dreessen and Dorner had inspected the property in the past and based on that report, Squires concluded that nothing had been remedied to speak of and conditions had been the same, or gotten a little worse. He was asked to assess the structural condition of the building. The building was constructed of block walls, wood roof and plywood over the roof. The ceiling was basically gone, it had a gyp board ceiling. There were visible holes in the roof. He was not able to walk through the whole interior of the building due to clutter and he was fearful of the mold. Water could enter numerous locations which he assumes deteriorated the drywall and ceiling. Insulations was down everywhere. The conditions on the interior looked as if they were probably conducive to having mold although he doesn't recall having seen the mold. He drew his own conclusions that under certain circumstances, if for instance in a good windstorm, that it would probably tear the remaining plywood off the roof. At such a point the building would not have much lateral stability, and you would have plywood flying around and at some point the roof would collapse and not provide support for the walls and the walls would collapse.

Barber asked Squires why the original inspection was done by Mr. Heimes in January 2006. Squires said he could only reference a letter from Mr. Sinnett that says in accordance with the request that a review had been done in the southeast corner in 2006. Squires had no reason not to believe the report by Mr. Heimes, but Squires was not able to go in and see how the roof was tied into the walls.

Squires had no particular reason why he believed there was danger from winds. He was just basically commenting on what had changed from the previous report of January 2006 to 2009. Squires found in his report that the building is in need of repair. Basically the roof should be repaired and the blocks fixed and he felt these were repairable.

Herdzina asked if in Squire's professional opinion was the building dangerous, but for windstorms. Squires answered that it was not going to collapse on its own. The greatest danger would be, in a wind, that things would be falling around.

There were no further questions for Ka Squires.

Kip Withers was called and given oath.

Kip Withers, Real Estate Appraiser, with Valuation Services was asked to appraise the condition of the property at 7121 Harrison Street on May 27, 2009 along with Mr. Squire, the structural engineer. He was not able to get through the whole building due to the clutter. He determined that the highest and best use of the property was to raze the improvements. Because of the land values on the 72<sup>nd</sup> Street corridor the value as the properties improve is quit a bit less than



what the value would be if it were just vacant. Withers looked at a sales comparison approach in the value of the land; and, also considered a sales comparison approach in value of improvements. He determined due to the age of the improvements that they had no added value; and he, therefore, used only the sales comparison approach in the value of the land. The income approach was not applicable because in his opinion the building could not be leased in its present condition. The highest and best use in his final determination was to look at it as a vacant site and then deduct to get the "as is condition" of the property to deduct the cost to demolish and raze the improvements, remove the tanks and prepare the site for redevelopment. The value of the property, hypothetically if it were vacant, would be valued at around \$170,000 for a vacant, ready to build on site. He researched the cost of demolition of the building and remediation of the tanks at \$33,000. Withers concluded a value of \$135,000 "as is". A cost to cure was considered by using the Marshall & Swift Valuation Service which is a cost manual used to arrive at replacement costs of properties and breaks things out. Based on his assessment of the property, and the deficiencies in the building, things that would be required to get it to a condition where someone would want to occupy it, or potentially lease it produced his estimate at \$60-70,000 to get it to that point. This number exceeded the value of the property in order to function the way a service station should.

Barber asked Withers if his duty was to determine the value of this property on the highest and best use and not on its past use. Withers said that was correct.

Barber noted that Sarpy County values the land at \$77,000 and the building at \$23,000 and asked how that compares to the highest and best use. Withers cannot attest to the methodology of the appraisers office, they are to appraise at market value is his understanding. Different agencies have different threshold levels that they appraise property at and it often gets adjusted by the state. It often depends on what the sales to assessment ratios are. Withers has not had any interest in looking at this compared to ratio that they are to provide. He values from a market perspective as to what he believes the market value is on this property and not compared to the assessors numbers. Withers objective was to determine the value of the property on the market for sale.

There were no further questions for Kip Withers.

Friedrichsen called upon Jeff Sinnett, La Vista Chief Building Official and gave oath.

Sinnett has been with the City of La Vista for 11-1/2 years and has been Chief Building Official for the past 9 years. He is charged with enforcing commercial and residential building codes, which includes plumbing, mechanical, electrical and property maintenance code. He is involved with new construction, retro-fits, addition, code violations and complaints.

In 2005 Sinnett inspected the property as a result of a request from the Nebraska State Fire Marshal wanting to know the status of the building at 7121 Harrison Street. Throughout the course of the years, the City has dealt with the state fire marshals office on clean-ups. On one clean-up of the interior a fuel burning stove was taken out which was illegal under the building code and the NFPA.

Exhibit 6 are the provisions of International Building Codes International Property and Maintenance Code and the Universal Building Codes by which inspections are based.

Sinnett identified Exhibit 10 as photos taken during their inspection at the site of the interior and exterior and the copies of the violations observed. Pictures were of the entry wall, hole in the roof, showed insulation down and appears to have mold, fire resistant drywall is missing. Roof, ceiling and construction are all components of a fire-rated ceiling assembly which were all

missing and, yet, required by code. Clutter and debris on the floor were found such as gas cans, oil cans, cylinders, oil barrels full of oil rags and general debris. There was a vehicle on a raised hoist with debris below. The debris and the clutter had remained the same since the initial inspection in August 2005, the ceiling and roof area had deteriorated worse and the mold was not present in 2005. The general area was wet, damp and moist.

Sinnett identified letters he had sent to the Longs in which to prohibit activity on the premises as long they cleaned up the outside and took out any permits necessary for construction. In August 2005 a letter was issued by Sinnett to close the facility and vacate the property because the property in his opinion violated numerous city codes and met the definitions of the Abatement of Dangerous Buildings which were identified in his letter. They were asked to cease operation and not conduct business and to get permits, get the area cleaned up and brought into compliance with codes. The letter also provided information that they could appeal the decision. No appeal was ever received.

An additional letter was sent in September to make sure that the Longs were on the same page about when to enter and if they wanted to try and fix the property. The Longs were required to obtain permits just as any other property owner. The requirement to obtain permits for any type of repair is uniformly enforced. Failure to obtain a necessary permit means they would not put up the building. Only once did he hear from Ms. Long in connection to getting a roof permit. Exhibit 15 is a copy of permit application/s which there are two separate applications, both dated October 5, 2005. Sinnett explained that his written notes said, "see: attachments, conditions and requirements" which needed to be met were given to Ms. Long. They had a materials submittal with their permit application which showed a rubber roofing but not what they were attaching it with and what they were putting underneath the frame resistant construction is all part of the fire rated assembly. She was also asked to get an inspection report stating that the framing members were not compromised and were not wet, but dry enough, which Ms. Long took with her. The City never heard from the Longs regarding permits thereafter.

A letter of notice in July 2009 to the Longs from the City of La Vista, indicated that the conditions that were identified in August 2005 still existed and listed the code violations. Sinnett requested that the La Vista Fire Chief, Mr. Withers and Mr. Squire accompany him on that inspection so that the City could obtain an appraisal on the building to see what it was worth; to get a structural analysis to see if the building had gotten any worse; and, for fire safety issues.

Mr. Heimes had originally been asked to inspect the property in December 2006 as to its structural integrity and if it were in danger of falling down.

Sinnett used the reports from these individuals as consideration in his determinations. Sinnett said that in his opinion the building should be demolished. He did consider all options. The data from the Sarpy County Appraiser office listed the building at approximately \$23,000 worth of value, and using the best construction practices and current pricing on the little over 1200 sq ft building, he figured the cost of replacing the roof at approximately \$30/sq ft., replace bathroom, fixtures and dig up some of the sewer lines (because the traps had been dry for 10 years), replacing all of the utilities, and reglazing totaled approximately \$50,000 which was twice as expensive as the value of the building. These are normal costs that as a Chief Building Official he works with often using common building practices and pricing.

Sinnett acknowledged under question from Barber that he had talked with Julie Long about the permit application in person once; and, once by phone prior to her application for the permit. He did not try to phone them after their initial contact.

Sinnett assured that the fuel burning stove that had been removed during an inspection was against the law to have when asked by Barber.

Sinnett reported that he had made his first inspection in approximately December 1997. At that time Sinnett, the state fire marshal and La Vista public works department removed the stuff under court order for the State Fire Marshal.

Sinnett agrees with the content of the reports by Mr. Heimes and Mr. Squire. Sinnett said he had factored into his decision that nothing had been done with the property between the inspections in 2005 and 2009.

Herdzina asked if Sinnett were to assume that if the debris were removed both inside and outside what would his professional opinion be as to the condition of the building. Sinnett answered that if all the debris were removed they could go back in to get a better look at the ceiling assembly, they could get ladders to get up there to see where the roof attaches to the building.

To Barbers' question, Sinnett said they had originally asked Mr. Heimes to inspect the property in 2005 to get a structural analysis to see how bad a condition it was in and if it were in danger of falling. Sinnett felt from the report that the building was structurally sound. The purpose of having another inspection in 2009 was that it had been four years and they wanted to see if the deterioration had gotten worse. It was determined that some of the areas did need to be addressed and that the outside four corners had remained the same.

Sinnett informed Herdzina that his phone conversation with Julie Long was about how to go about getting a permit which took place prior to her permit application in person at the city. This would have been the only permit that would have been applied for. If Longs would have wanted to appeal the letter of 2005, all they would have had to do is the same as what they are now doing.

Friedrichsen asked Sinnett what the permit process was. Sinnett said they would have to complete an application, in general, specific requirements are needed as to what is being repaired, a detailed list of the materials, and who the contractor is and that the contractor is licensed. The permit application is the intent that the project will be done right and the actual verification is on the field inspection.

Barber asked if the City of La Vista requires permits to clean up. Sinnett said no they would not. Nor, as asked, would you need a permit in La Vista to clean up debris so that you could walk around.

Neither side had further questions. The Board of Appeal had no further questions.

Herdzina expected to have the board order him to draft up and submit a report with a proposed decision for review. That will be delivered before the continuation date. At the continuation hearing the board can either reverse, ratify or confirm his proposal. Legal council will have a chance to review that also. Then a decision can be rendered at that time.

Jordan motioned that Herdzina be directed to draft up and submit a report with his proposed decision for the board review and to continue the hearing to October 28. McEneaney seconded. Ayes. All. Motion carried.

It is suggested that all five board members are present at this next meeting.

No further evidence will be accepted.

Reviewed by BOA Secretary: Randy Jordan

Sharon R. Dennis  
Recording Secretary

Dean Paulsen  
Board of Adjustment Chair

9-30-09  
Approval Date

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## Invoice

Ann Birch  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128-2198

September 8, 2009

Project No: 08030111.01  
Invoice No: 6

Project 08030111.01 84th Street Redevelopment Vision

Description of Services: Community Workshop #2

**Professional Services from August 1, 2009 to August 28, 2009**

## Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Project	42,840.00	100.00	42,840.00	40,698.00	2,142.00
Startup/Inventory/Analysis					
Initial Outreach	51,724.00	100.00	51,724.00	51,724.00	0.00
Developing A Vision	52,822.00	70.00	36,975.40	13,205.50	23,769.90
Vision Plan Preparation	24,559.00	0.00	0.00	0.00	0.00
Vision Plan Refinement	27,844.00	0.00	0.00	0.00	0.00
Total Fee	199,789.00		131,539.40	105,627.50	25,911.90
Total Fee				25,911.90	

Total this Invoice

\$25,911.90

## Outstanding Invoices

Number	Date	Balance
5	8/12/09	15,791.70
Total		15,791.70

Consent Agenda

AB 9-24-09

05-71-0830.01

F409

Remit payment to EDAW Inc. Dept 9269-03 Los Angeles California 90084-9269 Tel 970.484.6073

Wire payment to Wells Fargo Bank 420 Montgomery Street San Francisco California 94104 Routing #121000248 (Domestic)

Swift #WFBUS6S (Intl) Acct #4030013163

When making payment, please reference itemized amount by invoice number and EDAW job number. Payment terms net 30 days.  
A 1.5% per month finance charge will be assessed on all past due accounts.



## 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)									
46057 Payroll Checks									
Thru	46059								
46060 Gap in Checks									
Thru	97626								
97627	9/16/2009	615	MILLER BRANDS OF OMAHA INC		118.65				**MANUAL**
97628	9/16/2009	1270	PREMIER-MIDWEST BEVERAGE CO		89.75				**MANUAL**
97629	9/16/2009	1194	QUALITY BRANDS OF OMAHA		224.85				**MANUAL**
97630	9/16/2009	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		809.00				**MANUAL**
97631	9/16/2009	4123	EDAW INCORPORATED		15,791.70				**MANUAL**
97632	9/16/2009	3956	KIRKHAM MICHAEL & ASSOCS INC		4,800.00				**MANUAL**
97633	9/23/2009	1194	QUALITY BRANDS OF OMAHA		222.80				**MANUAL**
97634	9/30/2009	762	ACTION BATTERIES UNLTD INC		224.85				
97635	9/30/2009	571	ALAMAR UNIFORMS		38.99				
97636	9/30/2009	3730	ALEX, MARY		42.13				
97637	9/30/2009	4169	AMENTA, JOE		15.00				
97638	9/30/2009	2661	AMERICAN LIBRARY ASSOCIATION		39.50				
97639	9/30/2009	536	ARAMARK UNIFORM SERVICES INC		238.24				
97640	9/30/2009	4173	ARNOLD, MATT		95.00				
97641	9/30/2009	706	ASSOCIATED FIRE PROTECTION		323.50				
97642	9/30/2009	201	BAKER & TAYLOR BOOKS		8,146.60				
97643	9/30/2009	703	BATTERIES PLUS		484.00				
97644	9/30/2009	4168	BCR-BIBLIOGRAPHICAL		29.28				
97645	9/30/2009	929	BEACON BUILDING SERVICES		6,437.00				
97646	9/30/2009	3965	BEAUMONT, MITCH		3,050.00				
97647	9/30/2009	1784	BENNINGTON EQUIPMENT INC		610.29				
97648	9/30/2009	410	BETTER BUSINESS EQUIPMENT		47.83				
97649	9/30/2009	196	BLACK HILLS ENERGY		22.73				
97650	9/30/2009	3235	BLEACH, LARRY		75.00				
97651	9/30/2009	1242	BRENTWOOD AUTO WASH		72.00				
97652	9/30/2009	76	BUILDERS SUPPLY CO INC		2,808.95				
97653	9/30/2009	1471	BULLET HOLE		99.00				
97654	9/30/2009	2285	CENTER POINT PUBLISHING		240.84				
97655	9/30/2009	1195	CHEMSEARCH		173.23				
97656	9/30/2009	152	CITY OF OMAHA		35,882.50				
97657	9/30/2009	2683	COLOMBO/PHELPS COMPANY		486.03				
97658	9/30/2009	3176	COMP CHOICE INC		262.50				
97659	9/30/2009	468	CONTROL MASTERS INCORPORATED		515.45				
97660	9/30/2009	2158	COX COMMUNICATIONS		39.00				
97661	9/30/2009	270	DECOSTA SPORTING GOODS		36.45				
97662	9/30/2009	1432	DEETER FOUNDRY INCORPORATED		260.00				
97663	9/30/2009	4166	DINAN, DENNY		78.92				
97664	9/30/2009	364	DULTMEIER SALES & SERVICE		296.41				
97665	9/30/2009	3334	EDGEWEAR SCREEN PRINTING		1,152.00				
97666	9/30/2009	2566	ELECTRONIC ENGINEERING		38.41				
97667	9/30/2009	475	ELLIOTT EQUIPMENT COMPANY		169.52				
97668	9/30/2009	1219	ENTERPRISE LOCKSMITHS INC		25.00				
97669	9/30/2009	3608	EZRA, GAYLA		95.00				

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
97670	9/30/2009	3617	FAIRWAY GOLF LLC	1,629.06			
97671	9/30/2009	1245	FILTER CARE	52.40			
97672	9/30/2009	3007	FIRE-EXTRICATION-HAZMAT	67.80			
97673	9/30/2009	3834	FLEET US LLC	1,102.00			
97674	9/30/2009	3984	G I CLEANER & TAILORS	150.20			
97675	9/30/2009	1344	GALE	71.86			
97676	9/30/2009	1248	GASSERT, MIKE	768.00			
97677	9/30/2009	53	GCR OMAHA TRUCK TIRE CENTER	2,145.11			
97678	9/30/2009	1660	GODFATHER'S PIZZA	88.85			
97679	9/30/2009	3736	GOLDEN HORSE LTD	36.95			
97680	9/30/2009	285	GRAYBAR ELECTRIC COMPANY INC	179.06			
97681	9/30/2009	71	GREENKEEPER COMPANY INC	78.00			
97682	9/30/2009	1624	GUNN, BRENDA	55.00			
97683	9/30/2009	3657	HEARTLAND PAPER	85.00			
97684	9/30/2009	3681	HEARTLAND TIRES AND TREADS	126.80			
97685	9/30/2009	2407	HEIMES CORPORATION	74.58			
97686	9/30/2009	1403	HELGET GAS PRODUCTS INC	73.00			
97687	9/30/2009	433	HIGHSMITH	402.04			
97688	9/30/2009	526	HOST COFFEE SERVICE INC	21.50			
97689	9/30/2009	136	HUNTEL COMMUNICATIONS, INC	242.86			
97690	9/30/2009	1612	HY-VEE INC	98.87			
97691	9/30/2009	1498	INDUSTRIAL SALES COMPANY INC	57.60			
97692	9/30/2009	2296	IOWA STATE UNIVERSITY, TREAS	300.00			
97693	9/30/2009	835	IVERSON, DENNIS	15.00			
97694	9/30/2009	1896	J Q OFFICE EQUIPMENT INC	881.02			
97695	9/30/2009	831	JOHN DEERE LANDSCAPES/LESCO	393.90			
97696	9/30/2009	3870	JOHNSON CONTROLS INC	247.00			
97697	9/30/2009	2862	KELLER, RON	15.00			
97698	9/30/2009	4154	KENCOAT	562.00			
97699	9/30/2009	3687	KIMBALL MIDWEST	108.10			
97700	9/30/2009	2394	KRIHA FLUID POWER CO INC	45.25			
97701	9/30/2009	2057	LA VISTA COMMUNITY FOUNDATION	70.00			
97702	9/30/2009	1288	LIFE ASSIST	482.56			
97703	9/30/2009	877	LINWELD	185.70			
97704	9/30/2009	2664	LOU'S SPORTING GOODS	784.46			
97705	9/30/2009	1875	MARSHALL CAVENDISH CORP	117.52			
97706	9/30/2009	153	METRO AREA TRANSIT	525.00			
97707	9/30/2009	872	METROPOLITAN COMMUNITY COLLEGE	22,064.10			
97708	9/30/2009	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
97709	9/30/2009	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
97710	9/30/2009	553	METROPOLITAN UTILITIES DIST.	4,672.84			
97711	9/30/2009	2497	MID AMERICA PAY PHONES	100.00			
97712	9/30/2009	742	MID-STATE DISTRIBUTING COMPANY	145.25			
97713	9/30/2009	3921	MID-STATES UTILITY TRAILER	99.05			
97714	9/30/2009	3475	MIDLANDS BUSINESS JOURNAL	140.00			
97715	9/30/2009	1046	MIDWEST TURF & IRRIGATION	1,008.87			
97716	9/30/2009	1050	MILLER PRESS	427.00			
97717	9/30/2009	4170	MOIS, DEREK	15.00			
97718	9/30/2009	2382	MONARCH OIL INC	234.00			
97719	9/30/2009	4052	MONROE TRUCK EQUIPMENT INC	260.60			
97720	9/30/2009	3341	MORRELL HEATING AND COOLING	6,640.00			
97721	9/30/2009	288	MOTOROLA INC	8,939.00			
97722	9/30/2009	649	NEBRASKA GOLF & TURF INC	55.36			

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
97723	9/30/2009	97	NEBRASKA MIDGET FOOTBALL LEAG	1,485.00			
97724	9/30/2009	2529	NEBRASKA SOFTBALL ASSN DIST#10	1,672.00			
97725	9/30/2009	653	NEUMAN EQUIPMENT COMPANY	90.00			
97726	9/30/2009	2631	NEXTEL COMMUNICATIONS	627.18			
97727	9/30/2009	2631	NEXTEL COMMUNICATIONS	94.41			
97728	9/30/2009	3778	ODEY'S INCORPORATED	1,581.42			
97729	9/30/2009	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
97730	9/30/2009	1014	OFFICE DEPOT INC-CINCINNATI	388.96			
97731	9/30/2009	1077	OMAHA DOOR & WINDOW CO INC	1,212.59			
97732	9/30/2009	4171	OSSENFORT, MATT	15.00			
97733	9/30/2009	401	PAPILLION LA VISTA SCHL DISTR	7,127.50			
97734	9/30/2009	3039	PAPILLION SANITATION	212.11			
97735	9/30/2009	2686	PARAMOUNT LINEN & UNIFORM	382.46			
97736	9/30/2009	1769	PAYLESS OFFICE PRODUCTS INC	546.34			
97737	9/30/2009	1821	PETTY CASH-PAM BUETHE	118.86			
97738	9/30/2009	1821	PETTY CASH-PAM BUETHE	65.94			
97739	9/30/2009	74	PITNEY BOWES INC-KY	.00	**CLEARED**	**VOIDED**	
97740	9/30/2009	74	PITNEY BOWES INC-KY	221.00			
97741	9/30/2009	3434	PRAIRIE MECHANICAL CORPORATION	13,440.00			
97742	9/30/2009	159	PRECISION INDUSTRIES	113.77			
97743	9/30/2009	1921	PRINCIPAL LIFE-FLEX SPENDING	216.00			
97744	9/30/2009	3814	PSI PLASTIC GRAPHICS	473.31			
97745	9/30/2009	219	QWEST	1,150.61			
97746	9/30/2009	427	RAMIREZ, RITA M	106.12			
97747	9/30/2009	191	READY MIXED CONCRETE COMPANY	2,561.66			
97748	9/30/2009	4162	ROOKER, BARBARA	23.97			
97749	9/30/2009	487	SAPP BROS PETROLEUM INC	.00	**CLEARED**	**VOIDED**	
97750	9/30/2009	487	SAPP BROS PETROLEUM INC	3,287.60			
97751	9/30/2009	4174	SCHROEDER, ROBERT	85.00			
97752	9/30/2009	3779	SEVENER, DUTCH	15.00			
97753	9/30/2009	2950	SHAW, MARJORIE	12.99			
97754	9/30/2009	461	SIMPLEX GRINNELL LP	105.56			
97755	9/30/2009	2704	SMOOTHER CUT ENTERPRISES INC	1,320.00			
97756	9/30/2009	533	SOUICIE, JOSEPH H JR	677.16			
97757	9/30/2009	3838	SPRINT	109.97			
97758	9/30/2009	3069	STATE STEEL OF OMAHA	351.43			
97759	9/30/2009	3577	STATE TROOPERS ASSN OF NEBR	75.00			
97760	9/30/2009	4175	STAWNIAK, TAMMY	85.00			
97761	9/30/2009	4172	STEHRMAN, KILEY	15.00			
97762	9/30/2009	2634	STERIL MANUFACTURING CO	75.00			
97763	9/30/2009	1064	STRYKER MEDICAL	4,362.82			
97764	9/30/2009	47	SUBURBAN NEWSPAPERS INC	729.54			
97765	9/30/2009	659	SUMMER KITCHEN CAFE INC	37.85			
97766	9/30/2009	3795	SUN COUNTRY DISTRIBUTING LTD	133.24			
97767	9/30/2009	3534	TAPE STOCK ONLINE	25.98			
97768	9/30/2009	264	TED'S MOWER SALES & SERVICE	450.61			
97769	9/30/2009	822	THERMO KING CHRISTENSEN	250.00			
97770	9/30/2009	2795	THIELE GEOTECH INC	25.00			
97771	9/30/2009	161	TRACTOR SUPPLY CREDIT PLAN	275.86			
97772	9/30/2009	176	TURFWERKS	671.26			
97773	9/30/2009	167	U S ASPHALT COMPANY	877.60			
97774	9/30/2009	2426	UNITED PARCEL SERVICE	9.76			
97775	9/30/2009	300	UTILITY EQUIPMENT COMPANY	202.10			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
97776		9/30/2009		4087	VANGUARD INDUSTRIES	750.00			
97777		9/30/2009		809	VERIZON WIRELESS, BELLEVUE	201.92			
97778		9/30/2009		1174	WAL-MART COMMUNITY BRC	704.46			
97779		9/30/2009		3571	WARD, DON	15.00			
97780		9/30/2009		984	ZIMCO SUPPLY COMPANY	488.80			
97781		9/30/2009		2541	ZOLL MEDICAL CORPORATION	40,000.00			
97782		9/30/2009		3090	REGAL AWARDS OF DISTINCTION	714.37			
BANK TOTAL						232,915.11			
OUTSTANDING						232,915.11			
CLEARED						.00			
VOIDED						.00			
FUND	TOTAL				OUTSTANDING	CLEARED	VOIDED		
01	GENERAL FUND	154,713.91	154,713.91		.00	.00			
02	SEWER FUND	43,310.69	43,310.69		.00	.00			
05	CONSTRUCTION	22,692.27	22,692.27		.00	.00			
08	LOTTERY FUND	3,050.00	3,050.00		.00	.00			
09	GOLF COURSE FUND	9,148.24	9,148.24		.00	.00			
REPORT TOTAL						232,915.11			
OUTSTANDING						232,915.11			
CLEARED						.00			
VOIDED						.00			
+ Gross Payroll 09/18/09						227,170.81			
+ Gross Payroll 10/02/09						213,001.79			
GRAND TOTAL						<u>\$673,087.71</u>			

APPROVED BY COUNCIL MEMBERS 10/2/09 (9/30/09)

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITIZEN ADVISORY REVIEW COMMITTEE — EDP REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A public hearing has been scheduled for the Citizen Advisory Review Committee to submit a written report to the Mayor and City Council regarding the City's Economic Development Program. A copy of the report is attached.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Receive/File.

**BACKGROUND**

Ordinance No. 921 established the City's Economic Development Program and formed the Citizen Advisory Review Committee which is charged with reporting to the Mayor and City Council in a public hearing at least once every six months.



## LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

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To: Mayor and Members of the City Council      Dt: September 10, 2009  
Fr: Citizen Advisory Review Committee      Re: Economic Development Program Bi-Annual Report

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Pursuant to §117-15 (g) the Citizen Advisory Review Committee shall report to the Mayor and City Council, at least once every six months, regarding the Economic Development Program. The following report generally covers activity for the period of March 2009 to date:

1. One application to the Economic Development Program has been received to date. The application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility, which has been open for just over one year and a Marriott Courtyard Hotel, which was completed and opened in May of this year. These facilities are located in the Southport West subdivision.
2. The City has been collecting sales tax revenue for the Economic Development fund since its effective date and the fund had accumulated approximately \$480,000. In FY 08 the fund received approximately \$534,000 in interest income on the bond proceeds and \$382,115 in loan payments (interest only) from John Q. Hammons. Expenditures in 2008 included \$1,094,520 for debt service associated with the grant and construction loan, \$23,800 for legal fees, and \$17,183,050 for land and construction costs (the construction loan and land grant to JQH).
3. The Economic Development Fund Budget for Fiscal Year 2009 anticipates that \$3,612,784 will be carried forward from FY 08 and the fund will receive \$1,234,663 in revenue from loan payments (interest only) by John Q. Hammons. Expenditures in FY 09 will include debt service payments (interest only) of \$1,509,683, legal fees of \$25,000 and final construction costs of \$1,627,645.
4. The City's assessed valuation for 2010 is over \$1 billion, up approximately 7.2% from 2009. Over the past 10 years, growth in the City's valuation has averaged about 12.9%.
5. Net taxable sales increased by 11% from 2007 to 2008 - \$165,713,262 to \$183,883,170.
6. During the 2008 fiscal year (October 1, 2007 through September 30, 2008), the City received \$2,898,476 in local option sales tax revenue. This is an increase of approximately 2.8% as compared to the prior fiscal year. While sales tax revenue for the first five months of the current fiscal year is up over the same period last year, it is believed this is due in part to an on-going construction project in the City that will be receiving incentives from the state, funded in part by local sales tax dollars.
7. Although building permits were down in 2008 (a total of \$43,487,781 in valuation), since 1997 the City has issued building permits totaling in excess of \$773 million in valuation.

The members of the Citizen Advisory Review Committee consider themselves trustees of La Vista's Economic Development Program, based upon the parameters of Ordinance 921. In submitting this bi-annual report, the Committee notes that it has a sincere interest in monitoring and reporting to the Mayor

and City Council on the City's economic health and objectively evaluating the City's progress and success in the economic arena. Thank you for this opportunity and we are happy to answer any questions.

Respectfully submitted:

Lynda Shafer, Chair  
Doug Kellner, Vice-Chair  
Rick Burns, Secretary

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
RENTAL HOUSING INSPECTION PROGRAM — ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing was held on August 4, 2009, and on August 18, 2009, the Council passed first reading of an ordinance to adopt the proposed Rental Housing Inspection Program. On September 1, the ordinance was continued to the September 15<sup>th</sup> meeting, and on September 15, 2009, the ordinance was continued to the October 6, 2009 meeting.

**FISCAL IMPACT**

The Occupation Tax for leasing of rental property has been deleted in the Master Fee Ordinance. Depending on whether or not the Rental Inspection Program is adopted, the Master Fee Ordinance will need to be amended to either adopt the licensing fees under the Rental Inspection Program or replace the Occupation Tax.

**RECOMMENDATION**

Approve Rental Inspection Program. It is further recommended that the fees for the initial license be waived unless subsequent follow-up inspections are required.

**BACKGROUND**

A public hearing regarding the proposed Rental Housing Inspection Program was held on August 4, 2009. On August 18, 2009, the Council approved first reading of the ordinance. On September 1 the City Council continued second reading to September 15, 2009, and on the 15th, the City Council continued the ordinance to the October 6<sup>th</sup> meeting pending a meeting with representatives from Operation Landlord.

On September 10, 2009, the City received a letter from Amy A. Miller, an attorney with the ACLU. Following receipt of the letter the City Attorney has reviewed her recommendations and incorporated two changes into the ordinance for the City to directly notify tenants of inspections rather than requiring landlords to do so. Staff recommends the ordinance as revised. If the program is adopted, staff will work with the City Attorney to incorporate the other suggestions to the forms and procedures used to notify tenants, etc.

At the request of Councilmember Crawford, staff met with representatives of Operation Landlord on September 23, 2009. During that meeting several suggestions were made, including: limit to exterior inspections only; interior inspections on complaint basis only; revise to a landlord registration/proof of insurance program; allow tenants to opt out of the inspections by signing a waiver; leave landlords out of the notice process unless code deficiencies are found; notify tenants they have the option to request an inspection at any time; and perform spot checks instead of inspecting all rental units.

During the development of the program, staff researched numerous other rental inspection programs across the country for small to mid-sized cities. Staff recommends the program as proposed with the changes noted by the City Attorney.

Councilmember Crawford also suggested that the inspections occur by appointment only and that the Building Inspectors be available for some evening and weekend hours. Staff agrees with this suggestion and will work to implement this upon adoption of the program.

Copies of the revised ordinance have been sent to the ACLU, the representatives of Operation Landlord, and other individuals who were on the mailing list for this item.

The purpose of the Rental Housing Inspection Program is to proactively identify blighted, deteriorated and substandard rental housing stock and to ensure the rehabilitation or elimination of such housing that does not meet minimum standards. Not only do these standards address life, health and safety issues, but also the results of deferred or inadequate maintenance. The program is intended to assure the preservation of the existing housing supply, help maintain property values, and maintain a safe and healthful living environment.

Adoption of the program is consistent with the City's Comprehensive Plan and was an objective of the City's 2009 Strategic Plan.

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

AN ORDINANCE TO ADOPT AND CODIFY A RENTAL LICENSING AND INSPECTION PROGRAM AS SECTION 150.6 OF THE LA VISTA MUNICIPAL CODE; 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

I. That the rental inspection program set forth below is hereby adopted, enacted and codified as Section 150.6 of the La Vista Municipal Code.

**SECTION 150.6: RENTAL INSPECTION PROGRAM**

**Section**

150.60	Establishment of Rental Inspection Program
150.61	Findings, Purpose and Intent of Rental Inspection Program
150.62	Scope
150.63	Definitions
150.64	Rental license
150.65	Rental license application requirements
150.66	Inspections
150.67	Inspection access
150.68	Local agent required
150.69	Violations, offenses, remedies and special rules

**Section 150.60. ESTABLISHMENT OF RENTAL INSPECTION PROGRAM.**

A Rental Inspection Program is hereby established for the City of La Vista, Nebraska pursuant to authority granted by Nebraska law, as adopted or amended from time to time, including, but not limited to, Neb. Rev. Stat. Section 16-246.

**Section 150.61 FINDINGS, PURPOSE AND INTENT OF THE RENTAL INSPECTION PROGRAM.**

The Mayor and City Council make the following findings:

(1) Much of the original housing of the City is approaching 50 years of age. As housing ages, there is an increasing need for regular monitoring and action to maintain it and keep the City's neighborhoods in good, safe and sanitary condition and repair.

(2) A significant portion of the original housing and neighborhoods of the City have transitioned from owner occupied to rental homes, making consistent monitoring and necessary maintenance more difficult.

(3) Transition to rental properties can be a significant factor contributing to the risk of deteriorating conditions of original housing and neighborhoods of the City.

(4) Multi-unit residential apartment complexes have been constructed in and around the City in recent years.

(5) Failure to properly maintain multi-unit apartment complexes places multiple tenants at risk.

(6) In cases of both single family and multi-unit residential housing, failure to properly maintain can have a deleterious affect and be a significant contributing factor to the decline of entire neighborhoods.

(7) Tenants of rental housing can face landlord resistance to needed maintenance or repairs; and tenants might be reluctant to report deficiencies to landlords.

(8) A program that encourages regular maintenance and repair of rental dwellings is in the public interest, good for tenants and neighborhoods in which such properties are located, and in the interests of all residents of the City to keep them in safe, sanitary, and properly maintained condition. Livable housing and neighborhoods also sustain the City's property tax base.

Based on the foregoing, the Mayor and City Council have determined that it is necessary, desirable, appropriate and in the public interest to implement a uniform rental housing licensing and inspection program.

The purpose of this Rental Inspection Program is to provide for licensing and inspection of rental dwellings to promote compliance with the International Property Maintenance Code (IPMC) and other applicable laws, and to require property owners of rental dwellings, including single-family rental dwellings, to obtain licenses for the occupancy of rental dwellings. The intent of this Rental Inspection Program includes:

(1) Promoting the health, safety, and welfare of the persons living in and near rental dwellings;

(2) Preserving of the existing housing supply and neighborhoods;

(3) Helping to maintain property values and the City's tax base;

(4) Working toward preventing or eliminating substandard and deteriorating rental housing; and

(5) Maintaining a living environment that contributes to healthful individual and family living.



## **Section 150.62     SCOPE.**

This Section 150.6 applies to any rental dwelling within the corporate limits of the City of La Vista, Nebraska, with the following exceptions:

- (1) Nursing care and rehabilitation facilities, and assisted living facilities, as defined in the La Vista Zoning Ordinance; and,
- (2) Hotels and motels, as defined in the La Vista Zoning Ordinance.

**Section 150.63     DEFINITIONS.** Unless otherwise provided herein either expressly or by the context, the following terms shall have the corresponding meanings when used in this Section 150.6:

***“BUILDING OFFICIAL”*** means the Chief Building Official of the City of La Vista or his or her designee.

***“EFFECTIVE DATE”*** means the effective date of this Section 150.6, which shall be January 1, 2010.

***“FOLLOW-UP INSPECTION”*** means an inspection performed by the Building Official subsequent to the identification of a violation, the purpose of which is to determine whether the violation has been corrected.

***“IPMC”*** means the International Property Maintenance Code, published by the International Code Council (ICC), as from time to time adopted, amended or superseded by the City of La Vista. The terms of the IPMC are incorporated herein by this reference.

***“MAJOR CODE VIOLATION”*** means a defect that poses a significant risk of danger, harm or damage to the life, health, safety or welfare of the tenant, passersby, occupants or visitors of the rental dwelling or other property, the environment or general public.

***“MINOR CODE VIOLATION”*** means a defect other than that of a major code violation described above; provided, however, that the Building Official may determine that multiple minor code violations cumulatively constitute a major code violation and the violations and rental property or rental dwelling will be categorized accordingly.

***“PERSON”*** means any individual, corporation, partnership, limited liability company, trust or any other entity or association.

***“PRIMARY INSPECTION”*** means an initial interior and/or exterior inspection for compliance with the IPMC and any other applicable requirements performed by the Building Official upon submission of an application for a rental license or renewal thereof.

***“PROPERTY MANAGER”*** means a person responsible for the management of the rental dwelling other than the property owner. A property manager shall be deemed to be the property owner's agent for purposes of this Section 150.6 unless the property owner otherwise advises the City in writing.

**"PROPERTY OWNER"** means any person holding legal title to a rental dwelling or rental property as recorded with the Sarpy County Register of Deeds, or otherwise having control of the rental dwelling as guardian, conservator, receiver, trustee, executor, administrator or other similar representative capacity of any such person or his or her estate, to the extent proof of such control is presented to the satisfaction of the Building Official; provided, however, that the term "property owner" does not include any person whose only interest in a rental dwelling is as a tenant pursuant to a lease.

**"PROPERTY OWNER'S AGENT"** means a person designated by a property owner as an agent to act on behalf of and bind the property owner in all matters arising out of or under this Section 150.6, except to the extent such authority shall be expressly limited as provided in writing to the Building Official. A property manager shall be deemed to be the property owner's agent for purposes of this Section 150.6 unless the property owner otherwise advises the City in writing.

**"RENTAL DWELLING"** means one or more rooms for lease in an enclosed structure arranged, designed, and intended for use as a residence or living quarters for shelter, cooking, eating, sanitation and/or sleeping by one or more persons who are not its owners and contained within a rental property as defined herein. In the case of a building containing multiple rental dwellings, each separately identifiable unit for lease shall constitute a rental dwelling separate from all other rental dwellings. Provided, however, for purposes of inspections and compliance under this Section 150.6, a rental dwelling shall include all accessory buildings, common areas, facilities, structures, fixtures, equipment, appurtenances and improvements of, to or servicing any such rental dwelling, and premises on, in or over which any such rental dwelling, buildings, common areas, facilities, structures, fixtures, equipment, appurtenances or improvements are located.

**"RENTAL LICENSE"** means a license issued to the property owner by the City of La Vista authorizing the occupancy of a rental dwelling pursuant to a lease.

**"RENTAL PROPERTY"** means a structure with one or more rental dwelling leased for occupancy.

**"TRANSFER"** means when a property owner discontinues operation of a rental dwelling, or sells, gives or disposes of a rental dwelling to any other person, or a rental dwelling is in any other manner voluntarily or involuntarily transferred or conveyed to any other person.

Other terms used in this Section 150.6 and not expressly defined herein, but defined in Section 202 of the IPMC, shall have the meaning as set forth in said Section 202, unless otherwise provided by the context.

#### **Section 150.64 RENTAL LICENSE.**

(A) Rental License Required.

(1) General Rule. On and after the effective date of this Section 150.6, no person shall lease or continue to lease a rental dwelling to any other person unless a rental license is in effect for the rental dwelling. The following are the requirements for a rental license:

- (a) Satisfaction of all application-related requirements for a rental license;
- (b) Payment of all applicable application and inspection fees and other amounts;
- (c) Satisfaction of all inspection-related requirements; and
- (d) Ongoing compliance with all requirements of this Section 150.6;

all of which as further provided in this Section 150.6.

(2) Duration of License. Rental licenses required herein shall expire annually on the last day of the month of March. Provided, however, see Subsection (B)(2) below for extension of the term of a license for which an application to renew has been timely made.

(B) Special Rules.

(1) Multiple Unit Apartment Buildings. A rental license shall be required for each rental dwelling covered by a separate lease. Provided, however, that the Building Official may for administrative convenience include in a single license all rental dwellings of a multi-unit building for which a license is granted; though by doing so, the Building Official shall not be prohibited from dealing under this Section 150.6 with each rental dwelling of the building as separately licensed.

(2) Licensing Term Prolonged Pending Inspection upon Application for Renewal. The term of a rental license shall be prolonged and the property owner shall be permitted to continue operation of the rental dwelling beyond the last day of March of any year that an inspection is required of the dwelling pursuant to Section 150.66(B) below, provided that applicant has satisfied all application requirements pursuant to Section 150.65 in a timely manner and is waiting for inspection, and so long as "a" and "b" below are satisfied.

- (a) The Building Official is provided access to the rental dwelling for inspection either by voluntary consent or pursuant to a warrant or other court order in accordance with applicable law.
- (b) There is no finding of a major code violation of the IPMC in effect with respect to the rental dwelling on the date specified in the first sentence of Subsection (A)(2) above or anytime during the period the license term is extended pursuant to this Subsection (B)(2).

Extension of a license term in any case shall cease no later than the Building Official's inspection and grant or denial of renewal of the rental license.

(C) Ongoing Compliance Required. To maintain a rental license in effect requires ongoing compliance with applicable requirements of this Section 150.6 and other laws, rules and regulations during the duration of the license, including ongoing compliance with the IPMC and other requirements that are the subject of periodic inspections hereunder or under other applicable laws, rules or regulations. Any deficiency or failure to comply shall be subject to such actions, orders, rights and remedies of the Building Official as set forth in this Section 150.6, the IPMC or other applicable laws, rules or regulations as enacted or amended from time to time, up to and including suspension or revocation of a rental license, charges, and issuance or assessment of citations, fines, penalties and orders related to violations and to vacate the premises, all of which shall be carried out in accordance with applicable law.

(D) Transfers of Rental Dwellings. In the event a property owner transfers a rental dwelling within the meaning of Section 150.63 above, and the subject property remains a rental dwelling, the current license may be continued by the new property owner for the remaining duration of the license for the dwelling if the new property owner files a properly completed application described in Section 150.65 below within 30 days after the transfer. No additional fees are necessary for continuing a license for the remaining license period. However, the new property owner shall take all actions as and when required to renew the license and maintain it in effect, including paying all fees and other amounts specified in this Section 150.6. A rental license shall not be transferred to any other rental dwelling unit.

#### **Section 150.65. RENTAL LICENSE APPLICATION REQUIREMENTS.**

(A) General Rule. Application for a rental license satisfying the requirements of this Section 150.6 shall be filed with the City of La Vista and be accompanied by all applicable licensing and inspection fees as described herein and/or established by the master fee ordinance from time to time.

##### **(B) License Application Deadline.**

(1) General Rule. Except as provided in "2" immediately following, an application for a rental license and applicable fees shall be filed and paid by the first day of March, annually.

(2) Special Rule Application for a rental license for a rental dwelling completed or converted to a rental dwelling after the effective date of this Section 150.6, as defined in Section 150.63 above, shall be filed and the applicable fees paid within 30 days after the completion of or conversion to a rental dwelling and prior to occupancy. Subsequent applications and fees shall be filed and paid within the time specified in "1" immediately above.

(C) Required License Application Information. Application for a rental license shall be made in such manner as determined from time to time by the Building Official and include the following information:

(1) Name, street address, telephone number, and e-mail address (if applicable) of the property owner of the rental dwelling (and rental property, if different);

(2) If different than "1" above, name, street address and telephone number of the property manager of the rental dwelling (or rental property, if different), as defined in Section 150.63.

(3) Name, street address, telephone number, and e-mail address (if applicable) of the property owner's agent, if applicable. Unless otherwise specified by the property owner in writing, the property manager shall be deemed to be the property owner's agent for purposes of this Section 150.6.

(4) Legal address of the premises;

(5) Number of rental dwellings in each building within the rental property;

(6) Occupancy as permitted under the Zoning Ordinance, or as specified in the certificate of occupancy;

(7) Signed statement of property owner and property manager indicating that the property owner and property manager are aware of the occupancy requirements of the Zoning Ordinance or Building Code and the legal ramifications for knowingly violating said codes;

(8) The name and address of the registered agent, if the property owner is not an individual and is required by applicable law to have a registered agent;

(9) Proof of pest extermination, pursuant to Section 308.2 of the IPMC; and

(10) Such other information as the Building Official from time to time determines necessary in accordance with the purpose and intent of this Section 150.6.

(D) License Fees. Rental license fees shall be in such amounts as provided in the master fee ordinance from time to time. If a rental license is required for a rental dwelling under this Section 150.6 and the City does not receive a properly completed application for the license within thirty (30) days after the required filing date for said application as provided in this Section 150.65, an additional administrative processing fee as set forth in the master fee ordinance shall apply. This additional fee shall be in addition to the regular license fee.

#### **Section 150.66. INSPECTIONS.**

(A) Upon receipt of a properly completed application and payment of the applicable fees and other amounts for a rental license, the Building Official shall schedule and notify the property owner of a primary inspection of the property as soon as is practicable after review of the license application. At least 10 days advance written notice of the inspection shall be provided to the property owner and tenant in accordance with applicable law. If either the owner or tenant of a rental dwelling refuses to consent to an inspection, the Building Official

**Deleted:** The property owner shall be responsible for providing its tenants proper advance written notice of inspections.

shall obtain a warrant for the inspection in accordance with applicable law, including, but not limited to, Neb. Rev. Stat. Section 29-830 et seq.

The primary inspection will be conducted to determine if the rental dwelling satisfies all applicable requirements of the IPMC and other building-related codes or ordinances adopted or amended from time to time by the City of La Vista for the health, safety, and welfare of the persons living in and near rental dwellings. The Building Official shall be authorized to take such actions as the Building Official determines necessary or appropriate to implement, administer and carry out the inspection requirements of this Section 150.6, including, but not limited to, scheduling inspections for the efficient use of City resources.

(1) **Newly Constructed Rental Dwellings.** Provided the required application and fees and other amounts are filed and paid as required, a certificate of occupancy issued by the Building Official for any rental dwelling completed after the effective date of this Section 150.6 shall also satisfy the initial inspection requirement for a rental license. If filing of the application or payment of the fee is delayed, the rental dwelling shall be subject to such application, licensing, inspection and fee requirements as applicable to any other rental dwelling before a rental license is issued.

(B) All rental dwellings required to be licensed shall be classified by the Building Official based on primary inspections (with the exception of properties described in Class N) and subject to subsequent inspections as follows:

**Class A** - Rental dwelling with minor or no code violations; inspected two (2) years thereafter. If a minor code violation noted in a primary inspection exists upon re-inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before licensing is issued.

**Class B** - Rental dwelling with major code violations, follow-up inspection required before licensing is issued; inspected one (1) year thereafter; and, if no major code violations noted during the one-year inspection, inspected thereafter as a Class A rental property.

**Class N** - Rental dwelling newly constructed, with construction completed after the effective date of this Section 150.6; inspected three (3) years thereafter.

All inspections shall be subject to and carried out in accordance with the requirements set forth in Subsection 150.66(A) above.

(C) When the primary inspection of a rental dwelling reveals any violation of applicable requirements, a notice shall be provided to the property owner as specified in Section 107 of the IPMC. The notice shall contain a time frame set by the Building Official necessary to correct the violations based on the number and severity of the violations. Correction of minor code violations noted shall be deemed to be a condition of the license that is issued or renewed immediately following the inspection during which the violations were noted. If a minor code violation noted in a primary inspection exists upon re-inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding



violations have been corrected before licensing is issued. Major code violations shall be corrected to the satisfaction of the Building Official upon re-inspection before any license is issued or renewed.

(D) A follow-up inspection of any major violation will be conducted at the end of the time frame set by the Building Official to correct the violations before a license is issued or renewed. If the Building Official finds that any such violation has not been corrected, the license or license renewal shall be denied. A major code violation after a license has been issued or renewed shall be subject to such enforcement action as determined necessary or advisable in accordance with applicable law, up to and including revocation of the license, order vacating the premises and assessment of fines and penalties.

(E) **Inspection Fees.** The primary inspection shall be conducted at no charge. All inspections of a Class B property after the primary inspection shall be charged a fee in accordance with the master fee ordinance, which fee shall be due and payable before said inspection is conducted or license for said property is issued or renewed.

(F) Inspections may also be conducted at other times as the Building Official determines necessary, including inspections on a complaint-basis.

(G) Inspections provided under this Section 150.6 shall be in addition and supplemental to any other inspection or access authorized under applicable law.

#### **Section 150.67. INSPECTION ACCESS.**

(A) It shall be the responsibility of the property owner or the property owner's agent, as defined herein, to be present at the rental property on the date and time of all primary and follow-up inspections to provide access for the inspection. Failure to be present at any primary or follow-up inspection will result in an additional administrative and rescheduling fee in accordance with the master fee ordinance, in addition to any other rights or remedies available to the City.

(B) In the case of a rental property that contains two (2) or more buildings, the Building Official shall inspect no less than two (2) rental dwellings within the building each time an inspection is required hereunder. Multifamily complexes shall be dealt with as a single property. The property owner or the property owner's agent, as defined herein, shall be prepared to show the units specified in the notice of inspection.

(C) If any property owner, tenant, or other person lawfully in control of a rental property or a rental dwelling contained therein fails or refuses to consent to access and entry to the rental property or rental dwelling under its/his/her ownership or control for any inspection pursuant to this Section 150.6, the Building Official shall apply for and obtain a warrant or other appropriate court order authorizing such inspections in accordance with applicable law, including but not limited to, Neb. Rev. Stat. Section 29-830 et seq. Obstruction by a property owner, tenant or other person of an inspection authorized by a legally enforceable warrant or other court order, shall be grounds for denial or revocation of the rental license or renewal thereof, in addition to any other rights or remedies of the City under applicable law.

**Deleted:** Failure or refusal of a property owner to provide notice of inspection to tenants, or o



(D) Access requirements of this Section 150.6 shall be in addition and supplemental to any other access authorized under applicable law.

**Section 105.68. LOCAL AGENT REQUIRED.**

The property owner of any rental property or rental dwelling covered by this Section 150.6 shall be available to the tenant to respond to an emergency on a twenty-four (24) hour basis. This requirement may be met by maintaining an operating business or residence within sixty (60) miles of the property at which the property owner or property owner's agent is regularly present, or by use of a responsible local agent who resides within Sarpy County or an adjoining county; any of whom can be contacted on a twenty-four (24) hour basis. If the property owner's agent or a local agent is used, the property owner shall provide the City with the name, address, and telephone number of the property owner's agent or local agent in addition to owner information. A post office box, mailing address, or toll free numbers shall not be deemed sufficient to meet the provisions of this section.

**Section 150.69. VIOLATIONS, OFFENSES, REMEDIES AND SPECIAL RULES.** In addition to other provisions of this Section 150.6:

(A) If a rental license is required under this Section 150.6 and the same is not obtained or is revoked for failure to comply with any requirement of this Section 150.6, or the property fails upon inspection to meet applicable requirements, the procedures and penalties for noncompliance shall be as set forth in Section 106 of the IPMC or provided by other applicable law.

(B) Notice of violations of the provisions of the IPMC and/or other applicable codes or ordinances issued by the Building Official pursuant to this Section 150.6 shall be divided into either of the following categories:

(1) **Major Code Violation** shall have the meaning in Section 150.63.

(2) **Minor Code Violation** shall have the meaning in Section 150.63.

(C) Such violations shall be cited in the notice of violation as major or minor code violations, and the nature of the violations and time allotted for repair shall be specified on the notice. Correction of minor code violations noted shall be deemed to be a condition of the license that is issued or renewed after the inspection during which the violations were noted. If a minor code violation noted in a primary inspection exists upon re-inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before licensing is issued. Major code violations shall be corrected to the satisfaction of the Building Official upon re-inspection before any license is issued or renewed. After the time specified for correction, the Building Official shall re-inspect the premises to confirm that the major code violations have been corrected.

(D) A rental license or license renewal may be suspended, denied or revoked by the Building Official, and an order issued by the Building Official to vacate a rental dwelling or rental property, upon the failure of the property owner to take corrective action within the

specified time frame or if the rental property or rental dwelling is found to be unsafe pursuant to the IPMC, including Section 108 thereof. If a license is suspended, denied or revoked, the Building Official shall notify the property owner, in writing, of the same and the reasons therefore and any appeal rights.

(E) Other Rules.

(1) Rights and Remedies. All rights and remedies provided in this Section 150.6 shall be nonexclusive and cumulative of all other rights and remedies available at law or in equity, including, but not limited to, the IPMC.

(2) Penalties. Except as otherwise expressly provided by the IPMC or other applicable law, penalties for violations of this Section 150.6 may be as specified in Section 150.99. Each day a violation continues shall constitute a separate offense and violation subject to prosecution.

(3) No Refunds. No license or application fee or any other amount paid the City under this Section 150.6 in any case shall be refunded, including, but not limited to, fees paid in cases in which a license or renewal thereof is suspended, denied or revoked, operation of a rental dwelling is suspended, interrupted or ceases, or a rental dwelling or rental property is transferred, except to the extent equity may require as determined by the Mayor and City Council in their sole discretion.

(4) Notice and Other Rights. To the extent required by applicable law:

(a) Property owners and other interested persons shall be provided notice of actions or determinations of the Building Official, including actions or determinations to grant, deny, suspend or revoke a rental license or renewal thereof; and

(b) Actions or determinations of the Building Official shall be subject to any applicable procedural requirements including any rights of appeal pursuant to the IPMC or other applicable law.

**II. REPEAL OF CONFLICTING PROVISIONS.** Any conflicting provision of any previously enacted ordinance is hereby repealed.

**III. 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 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 hereof, irrespective of

the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**IV. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

CITY OF LA VISTA

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

ATTEST:

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

I:\Administration\BRENDA\COUNCIL\ORDINANC\Rental Inspection Program - draft changes per ACLU letter.DOC

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE AGREEMENT AND TEMPORARY EASEMENT - STEPANEK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution has been prepared authorizing the execution of a Purchase Agreement and Temporary Easement Agreement with Victor Stepanek and Linda S. Podany-Stepanek, 5551 Maas Road, Papillion, Nebraska 68133, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$27,100.00.

**FISCAL IMPACT**

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

**RECOMMENDATION**

Approval

**BACKGROUND**

This agenda item was tabled at the September 15, 2009 City Council meeting as it was determined that a public hearing must be held. The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO VICTOR STEPANEK AND LINDA S. PODANY-STEPANEK IN AN AMOUNT NOT TO EXCEED \$27,100.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Victor Stepanek and Linda S. Podany-Stepanek; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Victor Stepanek and Linda S. Podany-Stepanek; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

WHEREAS, Paragraph 9 of Section 1-316 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Victor Stepanek and Linda S. Podany-Stepanek in an amount not to exceed \$27,100.00.

PASSED AND APPROVED THIS 6TH OF OCTOBER 2009.

CITY OF LA VISTA

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

ATTEST:

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

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 4

THIS CONTRACT, made and entered into this 30<sup>th</sup> day of July, 2009,  
by and between, VICTOR STEPANEK  
Address: 5551 Maas Road, Papillion, Nebraska 68133  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

**RIGHT OF WAY**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

**SEE ATTACHED EXHIBIT "A"**

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.87</u>	acres at	\$ <u>30,000.00</u>	per acre	\$ <u>26,100.00</u>
Approximately		acres at	\$	per acre	\$
Approximately		acres at	\$	per acre	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Other Damages:					\$
					\$
<b>TOTAL</b>					<b>\$ 26,100.00</b>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

Buyer signs below subject to delivery of warranty deed at closing executed by Owner and Owner's wife.

7/19/10/09

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

OWNER

VICTOR STEPANEK

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF NEBRASKA )  
 )ss.

COUNTY OF SARPY )  
(SEAL)

Dated this 30 day of July, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

VICTOR STEPANEK

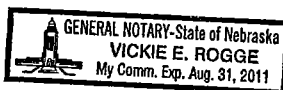
to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary Vickie E. Rogge

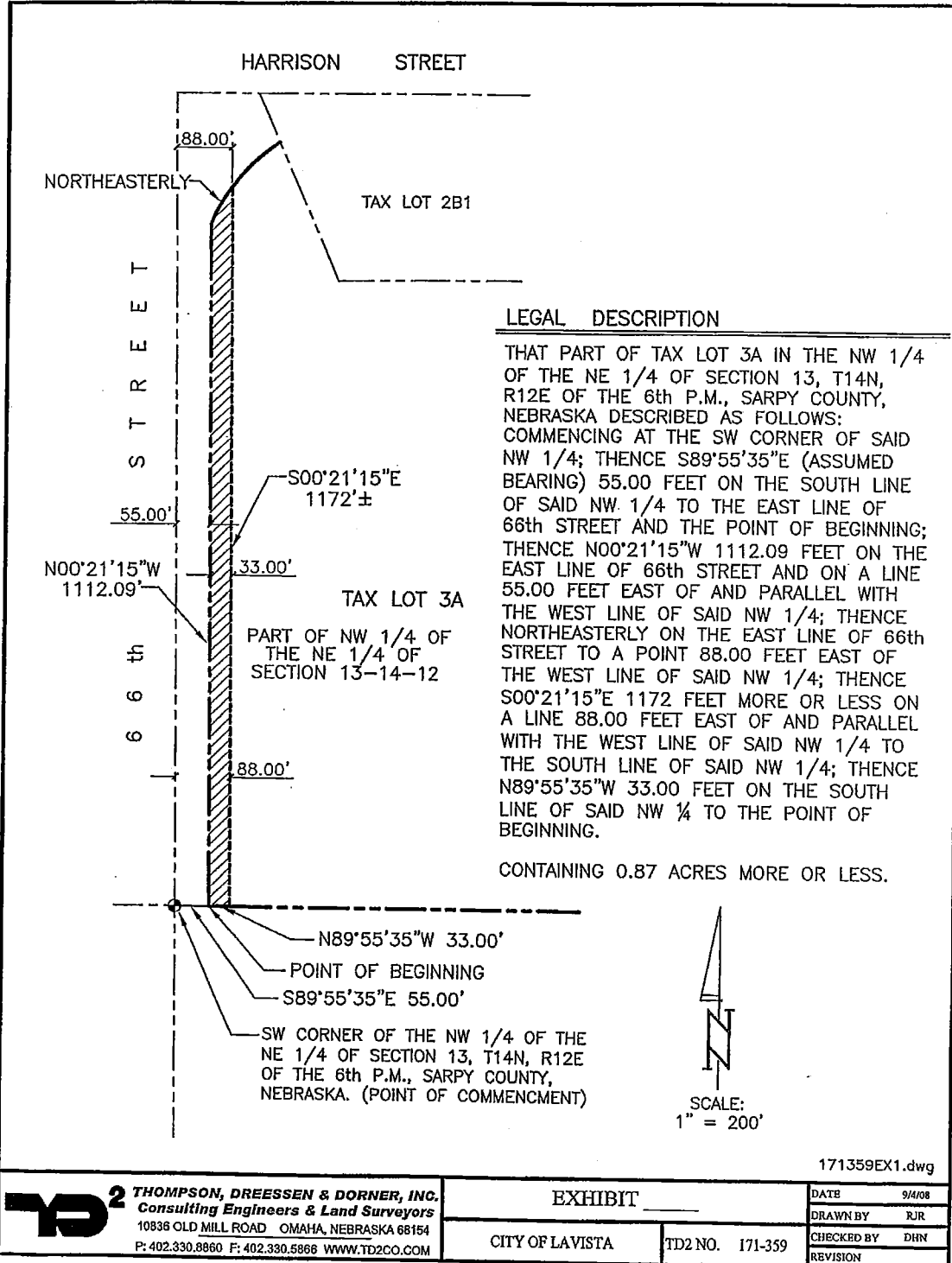
STATE OF Nebraska )  
 )ss.

COUNTY OF Sarpy )  
(SEAL)





# EXHIBIT "A"



STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT  
TEMPORARY EASEMENT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 4

THIS CONTRACT, made and entered into this 30<sup>th</sup> day of July, 2009,  
by and between, VICTOR STEPANEK  
Address: 5551 Maas Road, Papillion, Nebraska 68133  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

**TEMPORARY EASEMENT**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

**SEE ATTACHED EXHIBIT "A"**

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>0.27</u>	acres at	\$ <u>30,000.00</u>	per acre X 12%	\$ <u>972.00</u>
Approximately		acres at	\$	per acre	\$
Approximately		acres at	\$	per acre	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Other Damages:					\$
					\$
<b>TOTAL</b>					<b>\$ <u>1,000.00</u> ®</b>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

OWNER

VICTOR STEPANEK

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF NEBRASKA )  
 )ss.

COUNTY OF SARPY )  
(SEAL)

Dated this 30 day of July, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

VICTOR STEPANEK

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

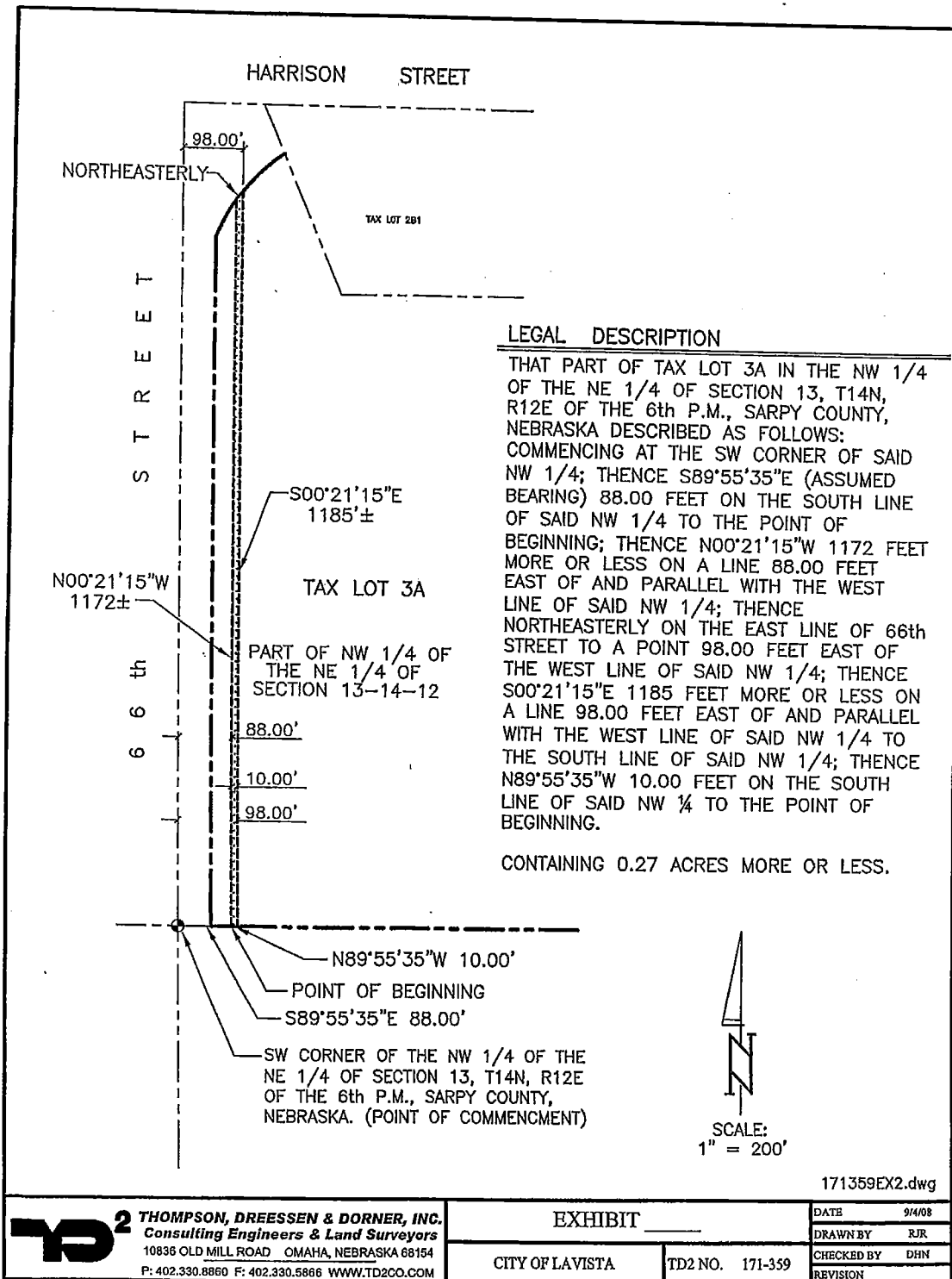
Notary \_\_\_\_\_

STATE OF Nebraska )  
 )ss.

COUNTY OF Sarpy )  
(SEAL)



# EXHIBIT "A"



171359EX2.dwg

**TD<sup>2</sup> THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT

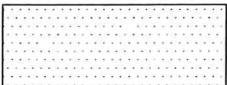
CITY OF LAVISTA

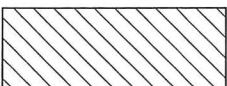
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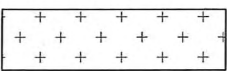
DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	





LEGEND

- 

EXISTING ROW
- 

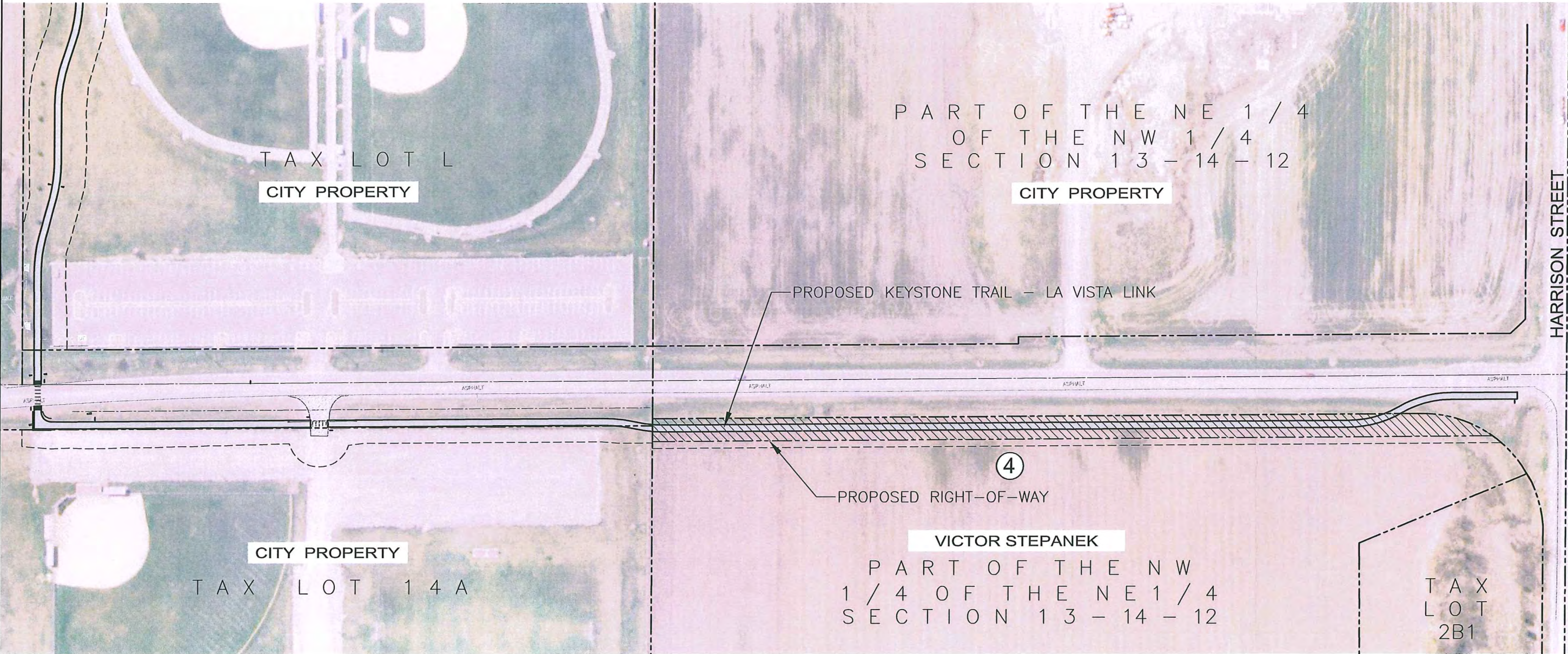
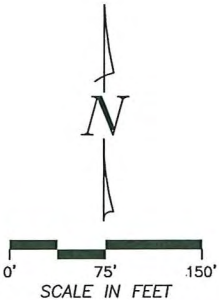
PROPOSED ROW
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TEMPORARY EASEMENT
- 

TRACT NUMBER
- 

CONSTRUCTION LIMITS

TRACT NUMBER	OWNER	DESCRIPTION	RECORD		
			R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 14B, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL - LA VISTA LINK

RIGHT-OF-WAY PLAN

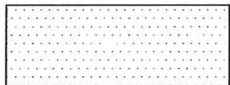
CITY OF LA VISTA



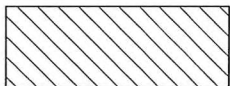
**2 THOMPSON, DREESSEN & DÖRNER, INC.**  
Consulting Engineers & Land Surveyors  
10838 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.8860 FAX: 402.330.5866 EMAIL: TD2MAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM



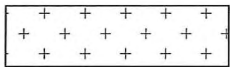
LEGEND



EXISTING ROW



PROPOSED ROW



TEMPORARY EASEMENT

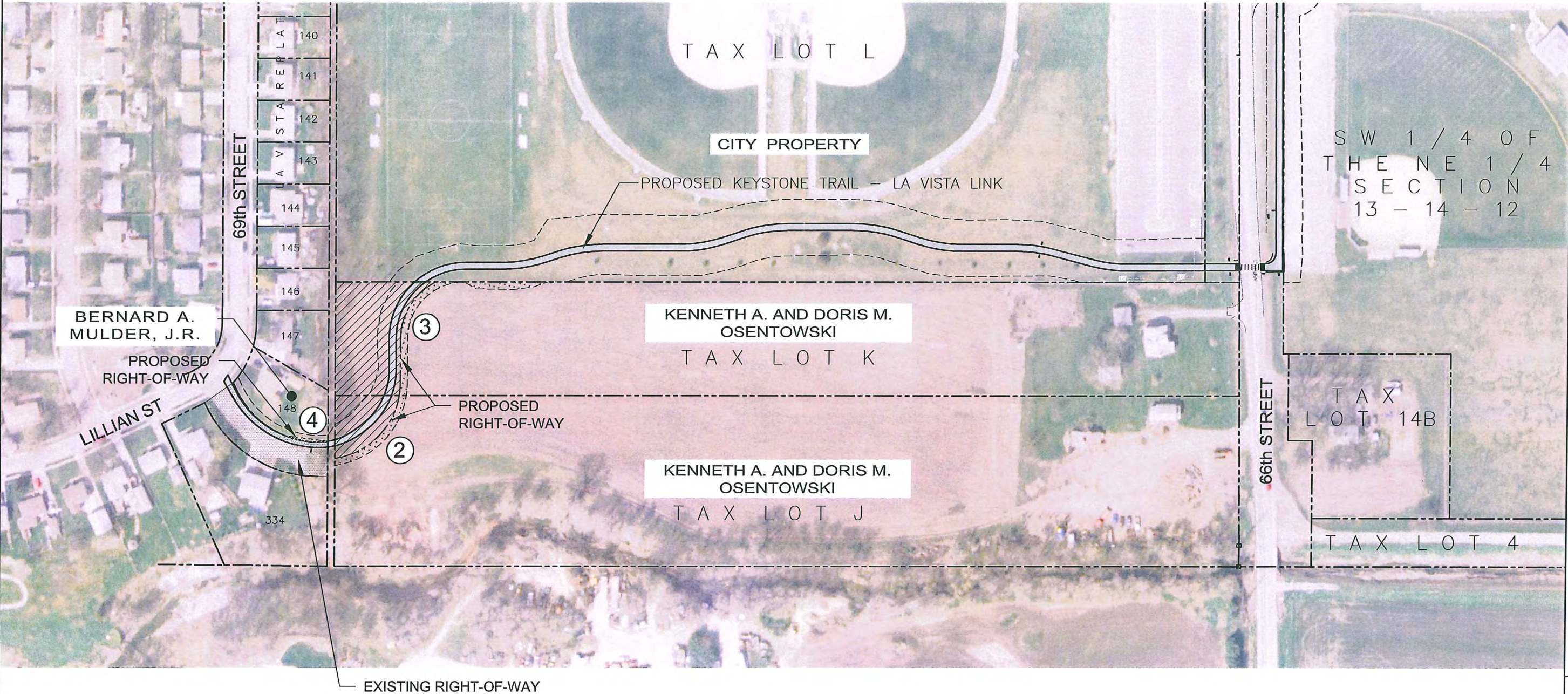
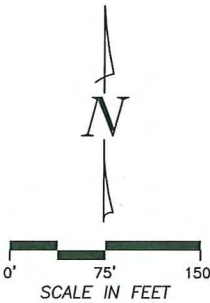
④

TRACT NUMBER



CONSTRUCTION LIMITS

TRACT NUMBER	OWNERSHIP	DESCRIPTION	RECORD		
			R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 14B, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL - LA VISTA LINK

RIGHT-OF-WAY PLAN

2 THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68164  
PHONE: 402.330.8860 FAX: 402.330.5886 EMAIL: TD2MAIL@TD2COO.COM  
WEBSITE: WWW.TD2COO.COM





**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE AGREEMENT AND TEMPORARY EASEMENT - MULDER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution has been prepared authorizing the execution of a Purchase Agreement and Temporary Easement Agreement with Bernard A. Mulder, Jr., P.O. Box 460936, Papillion, Nebraska 68046-0936, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$1,500.00.

**FISCAL IMPACT**

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

**RECOMMENDATION**

Approval

**BACKGROUND**

This agenda item was tabled at the September 15, 2009 City Council meeting as it was determined that a public hearing must be held. The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO BERNARD A. MULDER, JR. IN AN AMOUNT NOT TO EXCEED \$1,500.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr.; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr.; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Bernard A. Mulder, Jr. in an amount not to exceed \$1,500.00.

PASSED AND APPROVED THIS 6TH OF OCTOBER 2009.

CITY OF LA VISTA

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

ATTEST:

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

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
PARTIAL ACQUISITION CONTRACT - INDIVIDUAL**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 1

THIS CONTRACT, made and entered into this 28<sup>th</sup> day of July, 2009,  
by and between, BERNARD A. MULDER, JR. a single person  
Address: PO Box 460936, Papillion, Nebraska 68046  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

**RIGHT OF WAY**

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described in:

**SEE ATTACHED EXHIBIT "A"**

The BUYER agrees to purchase the above described Right of Way and to pay, therefore, upon the delivery of said executed Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately	<u>165</u>	square feet at	\$ <u>4.00</u>	per square foot	\$ <u>660.00</u>
Approximately		acres at	\$	per acre	\$
Approximately		acres at	\$	per acre	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Moving and replacing approximately		rods of fence at	\$	per rod	\$
Other Damages:					\$
<b>TOTAL</b>					<b>\$ 660.00</b>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

OWNER

Bernard A. Mulder, Jr.  
BERNARD A. MULDER, JR.

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF NEBRASKA )  
 )ss.

COUNTY OF SARPY )  
(SEAL)

Dated this 28<sup>th</sup> day of July, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

BERNARD A. MULDER, JR.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary Brent E. Lundgren

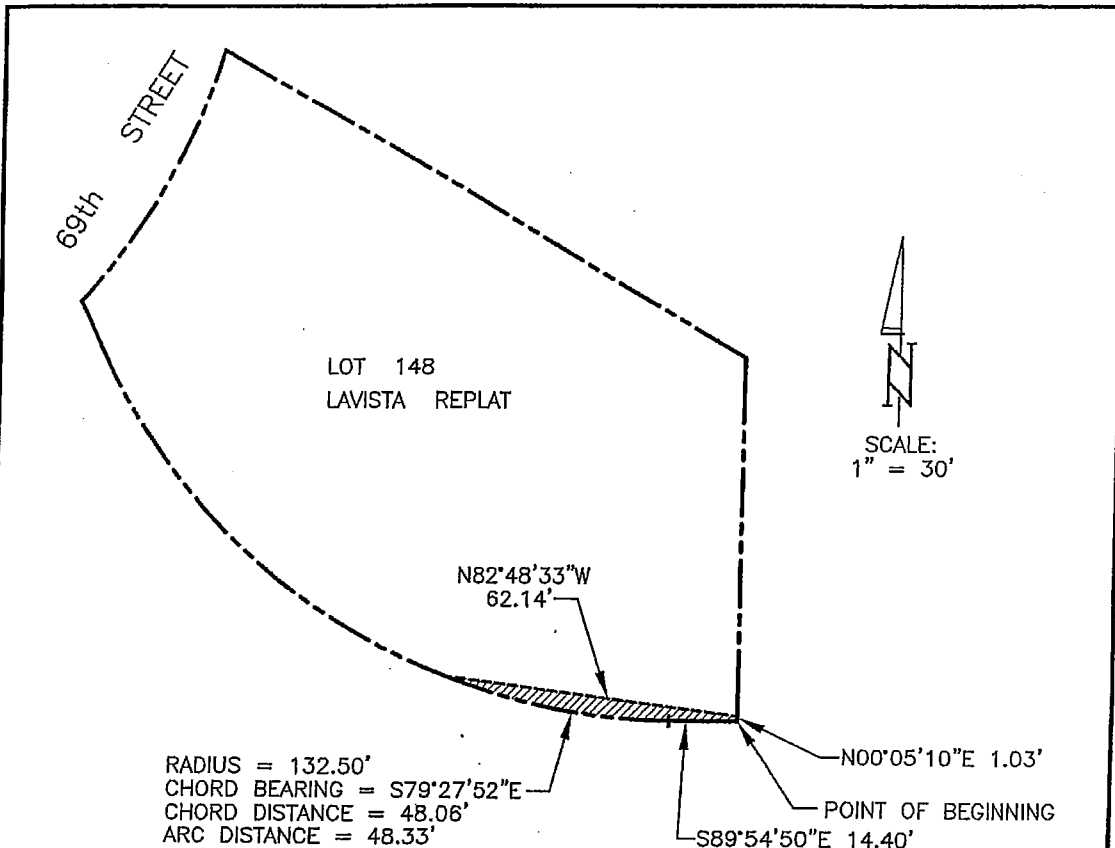
STATE OF Nebraska )  
 )ss.

COUNTY OF Sarpy )  
(SEAL)



GENERAL NOTARY - State of Nebraska  
BRENT E. LUNDGREN  
My Comm. Exp. June 19, 2011

# EXHIBIT "A"



## LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg



**THOMPSON, DRESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT \_\_\_\_\_

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	

## STATE OF NEBRASKA

# LOCAL POLITICAL SUBDIVISION ACQUISITION CONTRACT TEMPORARY EASEMENT - INDIVIDUAL

## Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Owner
3. Buyer

Project No.: ENH-77(50)Control No.: CN 22251Tract No.: 1

THIS CONTRACT, made and entered into this 28 day of July, 2009,  
by and between, BERNARD A. MULDER, JR., a Single Person  
Address: PO Box 460936, Papillion, Nebraska 68046  
hereinafter called the OWNER, and CITY OF LA VISTA, NEBRASKA, hereinafter called the BUYER.

## TEMPORARY EASEMENT

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Temporary Easement to certain real estate described in:

### SEE ATTACHED EXHIBIT "A"

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

The BUYER agrees to purchase the above described Temporary Easement(s) and to pay, therefore, upon the delivery of said executed Temporary Easement(s). If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>1,553</u> square feet at	\$ <u>4.00</u> per square foot x 12%	\$ <u>840.00</u> @
Approximately _____ acres at	\$ _____ per acre	\$ _____
Approximately _____ acres at	\$ _____ per acre	\$ _____
Moving and replacing approximately _____ rods of fence at	\$ _____ per rod	\$ _____
Moving and replacing approximately _____ rods of fence at	\$ _____ per rod	\$ _____
Other Damages: _____		\$ _____
		\$ _____
TOTAL		\$ <u>840.00</u> @

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER

OWNER

*Bernard A. Mulder, Jr.*  
BERNARD A. MULDER, JR.

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF NEBRASKA )  
 )ss.

COUNTY OF SARPY )  
(SEAL)

Dated this 28<sup>th</sup> day of July, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came

BERNARD A. MULDER, JR.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

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

Notary *Brent E. Lundgren*

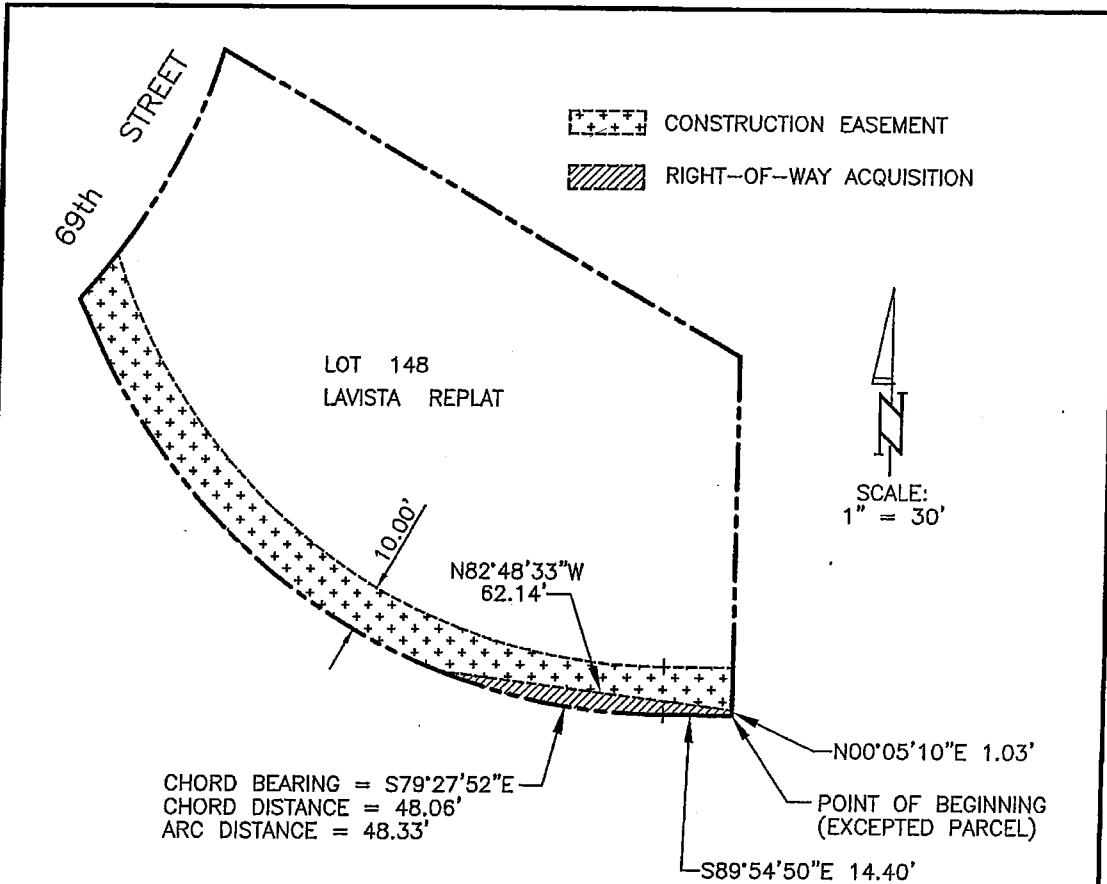
STATE OF Nebraska )  
 )ss.

COUNTY OF Sarpy )  
(SEAL)



GENERAL NOTARY - State of Nebraska  
BRENT E. LUNDGREN  
My Comm. Exp. June 19, 2011

# EXHIBIT "A"



## LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET IN WIDTH OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 1,553 SQUARE FEET MORE OR LESS.

171359EX5.dwg

**TD<sup>2</sup>** THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT \_\_\_\_\_

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	12/01/08

## WARRANTY DEED - INDIVIDUAL

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, made this 28<sup>th</sup> day of July, 2009, between BERNARD A. MULDER, JR., a single person, party of the first part, and the CITY OF LA VISTA, NEBRASKA, a Municipal Corporation organized and existing under and by virtue of the Laws of the State of Nebraska.

WITNESSETH: that said party of the first part, whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm for public purposes unto the CITY OF LA VISTA, NEBRASKA, the following described real estate, situated in the County of Sarpy and State of Nebraska, to wit:

### SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the above described premises, together with all the tenements, hereditaments, and appurtenances thereunto belonging, unto said CITY OF LA VISTA, NEBRASKA, and its successors and assigns forever;

And the said party of the first part for itself and its successors, does hereby covenant and agree to and with the said CITY OF LA VISTA, NEBRASKA, and its successors and assigns, that at the time of the execution and delivery of these presents it is lawfully seized of said premises, that it has good right and lawful authority to convey the same; that they are free from encumbrance; and party of the first part does hereby covenant for itself and its successors to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF said GRANTOR(S) has or have hereunto set his or their hand(s) this 28<sup>th</sup> day of July, 2009.

INDIVIDUAL and/or PARTNERSHIP

Bernard A. Mulder, Jr.  
BERNARD A. MULDER, JR.

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska )  
 )ss.  
COUNTY OF Sarpy )

On this 28<sup>th</sup> day of July, 2009, before me, a General Notary Public, duly commissioned and qualified, personally came BERNARD A. MULDER, JR. to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

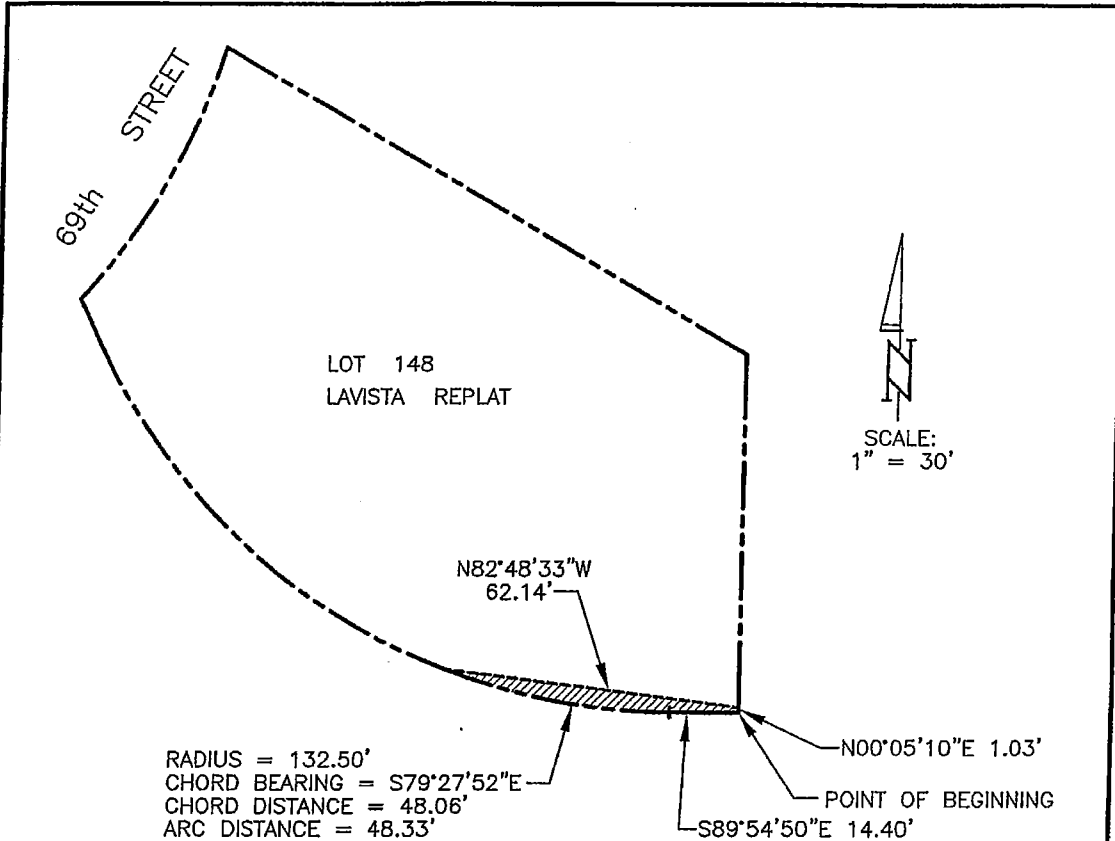
WITNESS my hand and notarial seal the day and year last above written  
(S E A L)



Brent E. Lundgren  
Notary Public



# EXHIBIT "A"



## LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg



**THOMPSON, DRESSEN & DÖRNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT \_\_\_\_\_

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	



LEGEND

EXISTING ROW

PROPOSED ROW

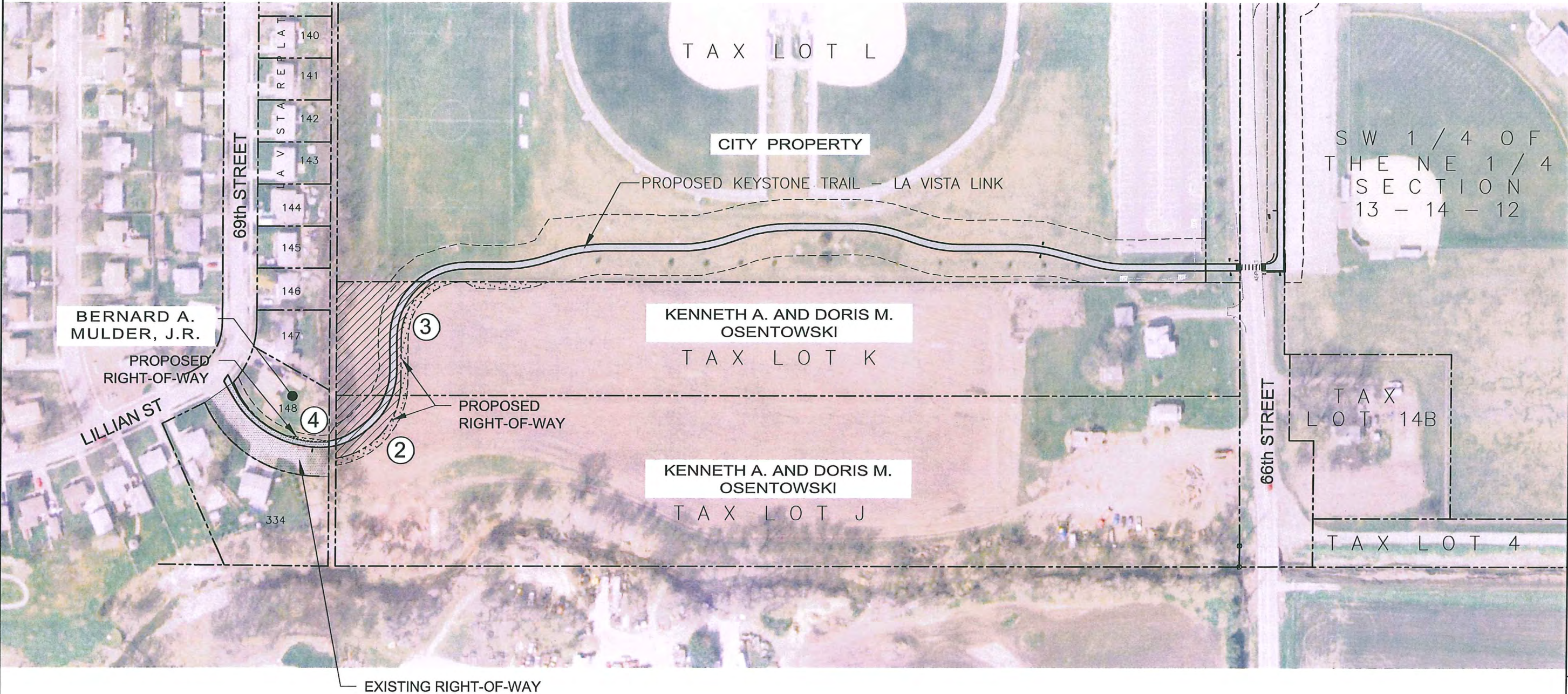
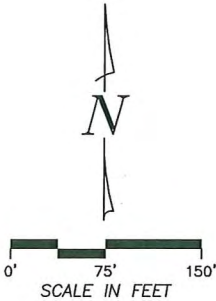
TEMPORARY EASEMENT

④

TRACT NUMBER

CONSTRUCTION LIMITS

TRACT NUMBER	OWNERSHIP	DESCRIPTION	RECORD		
			R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 14B, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL – LA VISTA LINK

RIGHT-OF-WAY PLAN

CITY OF LA VISTA

2

THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

10835 OLD MILL ROAD OMAHA, NEBRASKA 68164

PHONE: 402.330.8960 FAX: 402.330.5866 EMAIL: TD2MAIL@TDCO.COM

WEBSITE: WWW.TDCO.COM

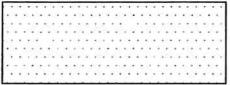
171-254-TRAIL

purchase

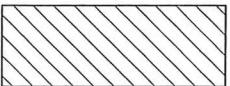
as-built.dwg



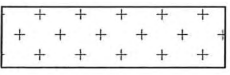
LEGEND



EXISTING ROW



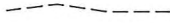
PROPOSED ROW



TEMPORARY EASEMENT

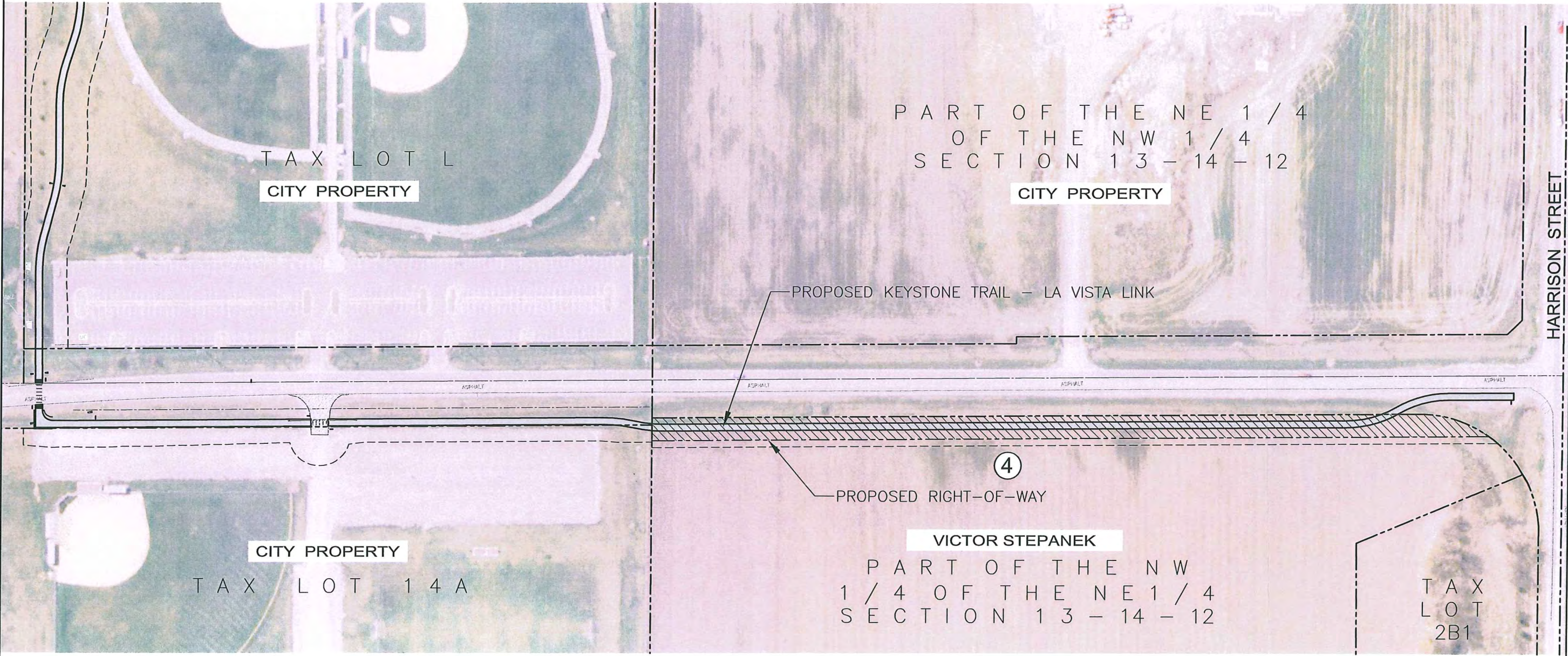
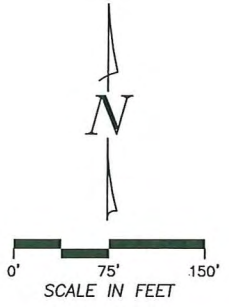


TRACT NUMBER



CONSTRUCTION LIMITS

TRACT NUMBER	OWNER	DESCRIPTION	RECORD		
			R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 14B, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL - LA VISTA LINK  
RIGHT-OF-WAY PLAN  
CITY OF LA VISTA

**2 THOMPSON, DREESSEN & DÖRNER, INC.**  
Consulting Engineers & Land Surveyors  
10835 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.8960 FAX: 402.330.5866 EMAIL: TD2MAIL@TDDCO.COM  
WEBSITE: WWW.TDDCO.COM



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE AGREEMENT AND TEMPORARY EASEMENT – CORONA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution has been prepared authorizing the execution of a Temporary Easement Agreement with Deanna Corona, 7425 South 69<sup>th</sup> Street, La Vista, Nebraska 68128, for the construction of the La Vista Link – Keystone Trail Project in an amount not to exceed \$25.00.

**FISCAL IMPACT**

The FY 2008/09 Capital Fund provides funding for the proposed property acquisition.

**RECOMMENDATION**

Approval

**BACKGROUND**

This agenda item was tabled at the September 15, 2009 City Council meeting as it was determined that a public hearing must be held. The City was notified on December 13, 2006 that the La Vista Link – Keystone Trail Project was approved by the Transportation Enhancement Selection Committee and the Nebraska Department of Roads for federal funding. On July 8, 2009 the City received formal Notice to Proceed with right-of-way acquisition and final design. This agreement is one of three partials of property that is required to move forward with the project.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO DEANNA CORONA IN AN AMOUNT NOT TO EXCEED \$25.00.

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by Bernard A. Mulder, Jr and leased by Deanna Corona; and

WHEREAS, the FY08/09 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to Deanna Corona in an amount not to exceed \$25.00.

PASSED AND APPROVED THIS 6TH OF OCTOBER 2009.

CITY OF LA VISTA

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

ATTEST:

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

STATE OF NEBRASKA

**LOCAL POLITICAL SUBDIVISION  
ACQUISITION CONTRACT - LEASEHOLD INTEREST**

Copies to:

1. Right of Way Division, Nebraska Department of Roads
2. Lessee
3. Buyer

Project No.: ENH-77(50)  
Control No.: CN 22251  
Tract No.: 1

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of August, 2009,  
by and between, Deanna Corona  
Address: 7425 South 69<sup>th</sup> Street La Vista, Nebraska 68046  
hereinafter called the LESSEE, and the City of La Vista, Nebraska, hereinafter called the BUYER.

**LEASEHOLD INTEREST**

WITNESSETH: In consideration of the payment or payments as specified below, the LESSEE hereby relinquishes to the BUYER, all leasehold interest to certain lands and any improvements thereon owned by Bernard A. Mulder Jr.

The property to which the LESSEE hereby **permanently** relinquishes interest is described in:

**SEE ATTACHED EXHIBIT "A"**

The property to which the LESSEE hereby **temporarily** relinquishes interest is described in:

**SEE ATTACHED EXHIBIT "B"**

It is hereby agreed that possession of the above described premises is the essence of this contract and the BUYER may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of LESSEE interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the BUYER.

Relinquishment of leasehold interest to approximately	<u>165</u>	Square feet of fee acquisition.	
Relinquishment of leasehold interest to approximately	<u>1,553</u>	Square feet of temporary	\$
Other Damages:			\$
			\$ 25.00
<b>TOTAL</b>			<b>\$ 25.00</b>

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for LESSEE'S share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting.

CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The LESSEE agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

**BUYER**

City of La Vista

By \_\_\_\_\_

Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

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

Notary \_\_\_\_\_

STATE OF Nebraska )  
 )ss.

COUNTY OF \_\_\_\_\_ )  
(SEAL)

**LESSEE**

Deanna M. Corona  
Deanna Corona

\_\_\_\_\_

Dated this 5<sup>th</sup> day of August, 2009

On the above date, before me a General Notary Public duly commissioned and qualified, personally came \_\_\_\_\_

Deanna Corona


to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as lessee(s) and acknowledged the same to be a voluntary act and deed.

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

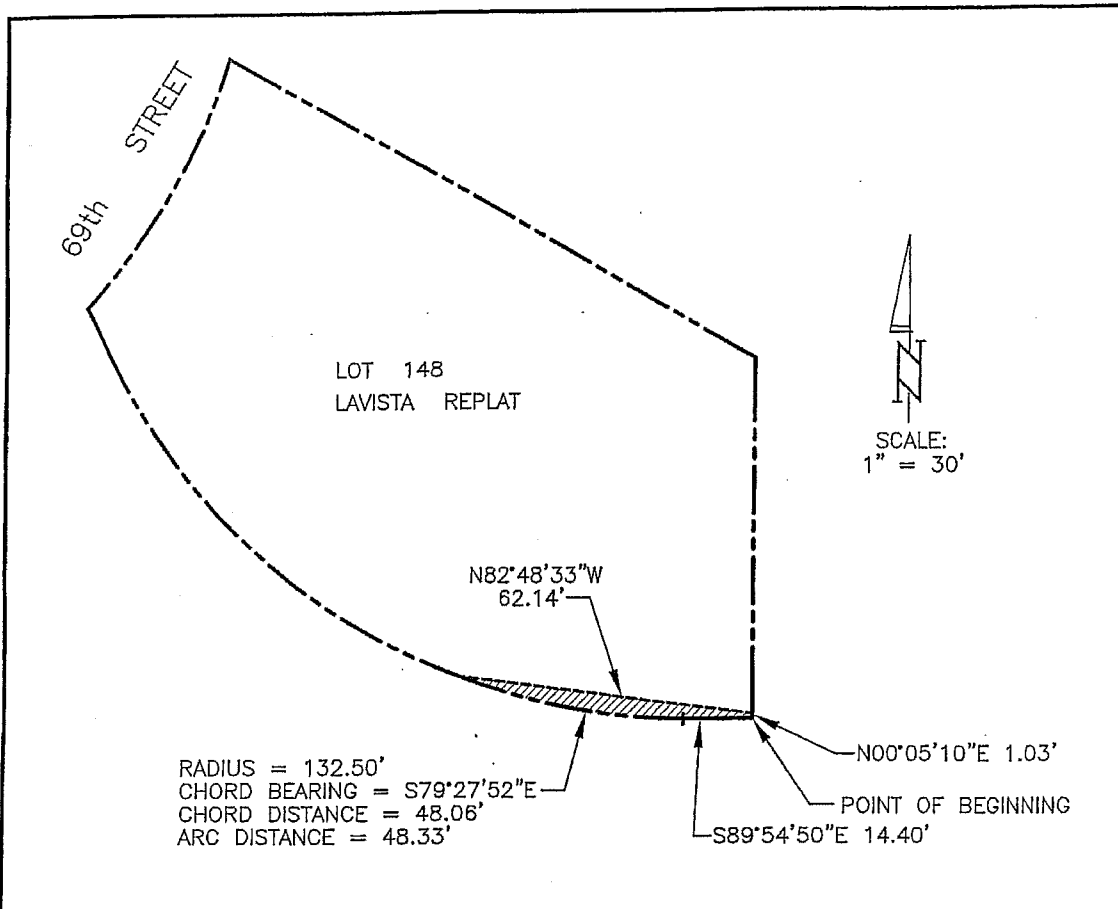
Notary Brent E. Lundgren

STATE OF Nebraska )  
 )ss.

COUNTY OF Douglas )  
(SEAL)

 GENERAL NOTARY - State of Nebraska  
BRENT E. LUNDGREN  
My Comm. Exp. June 19, 2011

# EXHIBIT "A"



## LEGAL DESCRIPTION

THAT PART OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 165 SQUARE FEET MORE OR LESS.

171359EX4.dwg



**THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
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EXHIBIT \_\_\_\_\_

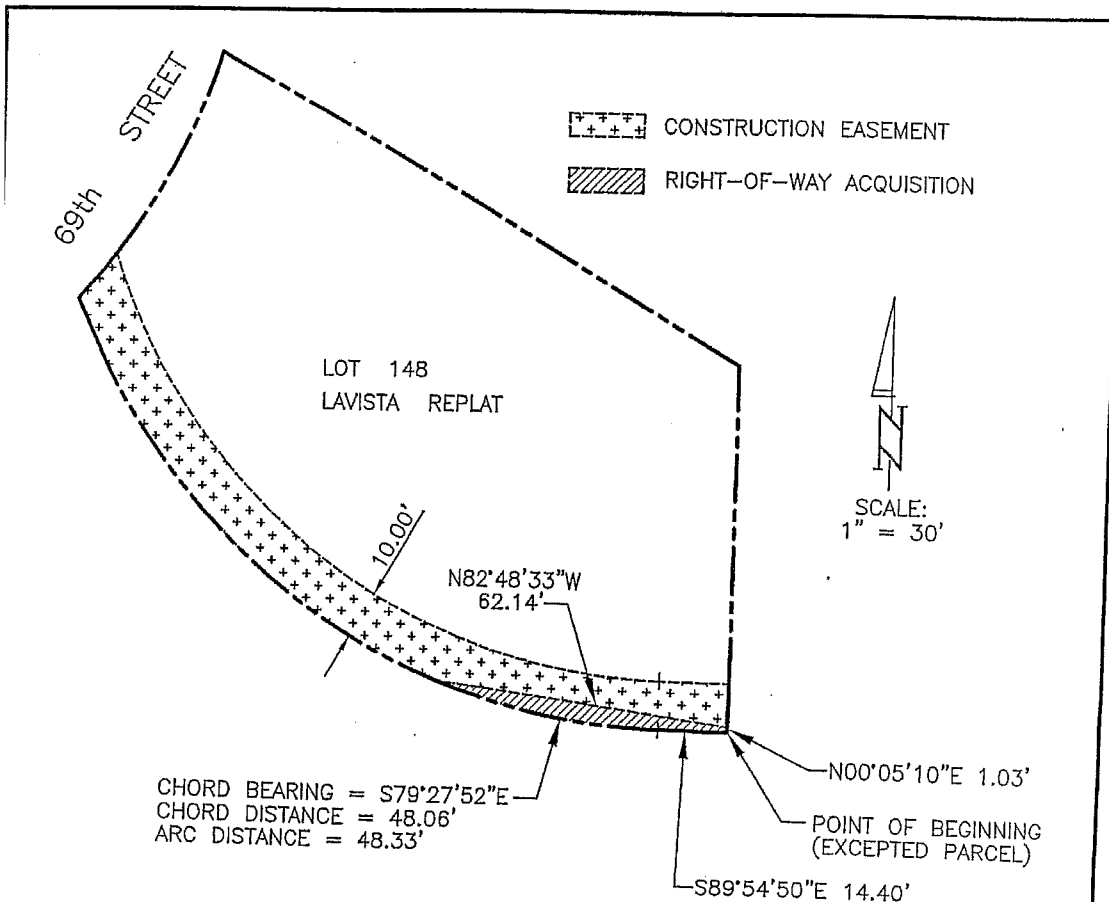
CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	



## EXHIBIT "B"



### LEGAL DESCRIPTION

THE SOUTHWESTERLY 10.00 FEET IN WIDTH OF LOT 148, LAVISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 148; THENCE N00°05'10"E (ASSUMED BEARING) 1.03 FEET ON THE EAST LINE OF SAID LOT 148; THENCE N82°48'33"W 62.14 FEET TO THE SOUTH LINE OF SAID LOT 148; THENCE SOUTHEASTERLY ON THE SOUTH LINE OF SAID LOT 148 ON A NON-TANGENT 132.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°27'52"E, CHORD DISTANCE FEET 48.06, AN ARC DISTANCE OF 48.33 FEET; THENCE S89°54'50"E 14.40 FEET ON THE SOUTH LINE OF SAID LOT 148 TO THE POINT OF BEGINNING.

CONTAINING 1,553 SQUARE FEET MORE OR LESS.

171359EX5.dwg

**TD<sup>2</sup>** THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
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EXHIBIT

CITY OF LAVISTA

TD2 NO. 171-359

DATE	9/4/08
DRAWN BY	RJR
CHECKED BY	DHN
REVISION	12/01/08



LEGEND

EXISTING ROW

PROPOSED ROW

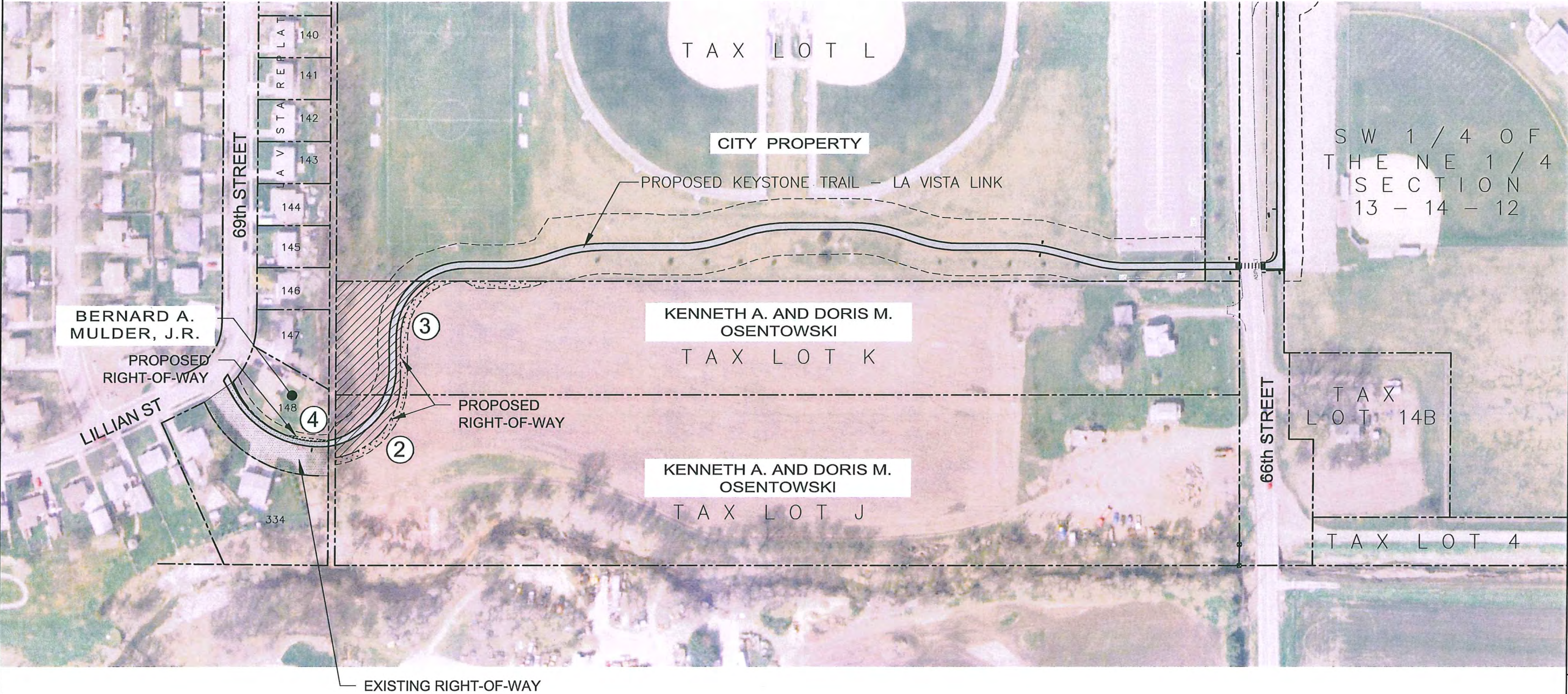
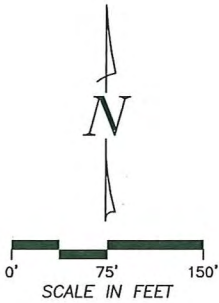
TEMPORARY EASEMENT

④

TRACT NUMBER

CONSTRUCTION LIMITS

TRACT NUMBER	OWNERSHIP	DESCRIPTION	RECORD		
			R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 14B, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL – LA VISTA LINK  
RIGHT-OF-WAY PLAN  
CITY OF LA VISTA

2

THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

10835 OLD MILL ROAD OMAHA, NEBRASKA 68154

PHONE: 402.330.8860 FAX: 402.330.5866 EMAIL: TD2MAIL@TD2CO.COM

WEBSITE: WWW.TD2CO.COM

AS SHOWN

DATE

9-22-09

DATE

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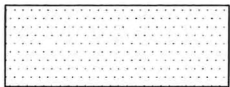
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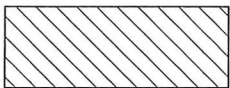
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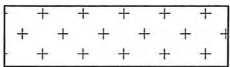
LEGEND



EXISTING ROW



PROPOSED ROW



TEMPORARY EASEMENT

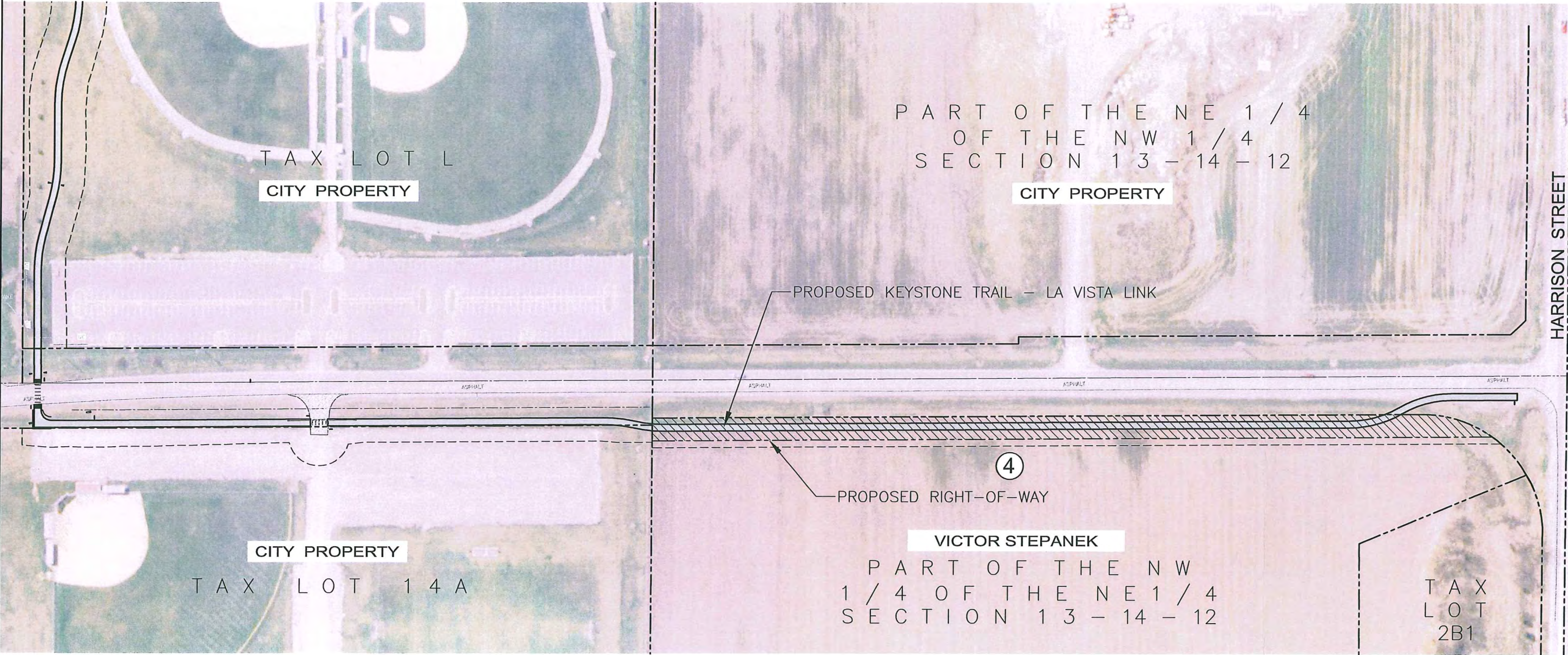
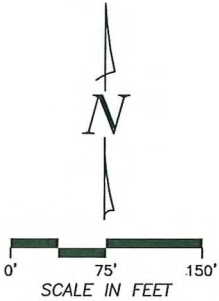


TRACT NUMBER



CONSTRUCTION LIMITS

TRACT NUMBER	OWNER	DESCRIPTION	RECORD		
			R.O.W. ACQUIRED	PERMANENT EASEMENT	TEMPORARY EASEMENT
1	BERNARD A. MULDER, J.R.	LOT 14B, LA VISTA REPLAT	165 S.F.	0 AC.	1553 S.F.
2	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT J, NW1/4 SEC. 13-14-12	0.14 AC.	0 AC.	0.033 AC.
3	KENNETH A. AND DORIS M. OSENTOWSKI	TAX LOT K, NW1/4 SEC. 13-14-12	0.38 AC.	0 AC.	0.067 AC.
4	VICTOR STEPANEK	TAX LOT 3A, NE1/4 SEC. 13-14-12	0.87 AC.	0 AC.	0.270 AC.



KEYSTONE TRAIL - LA VISTA LINK  
RIGHT-OF-WAY PLAN  
CITY OF LA VISTA

2 THOMPSON, DREESSEN & DORNER, INC.  
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**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
COMPREHENSIVE PLAN — AMENDMENT (NEW CHAPTER 9)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared to approve an amendment to the City's Comprehensive Plan which is the addition of a new chapter, Chapter 9, Annexation Plan.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an amendment to the City's Comprehensive Plan which is the addition of a new chapter, Chapter 9, Annexation Plan.

The Comprehensive Plan currently has a section in Chapter 8, Plan Maintenance and Implementation, regarding an annexation policy which briefly describes that any annexation will be in conformance with Nebraska State Statutes. Staff is proposing to add a new chapter, Chapter 9, which will provide a more detailed annexation plan consisting of a narrative section, a chart and a map.

The Planning Commission held a public hearing on September 17, 2009 and recommended approval to the City Council.

# Chapter 9

## ANNEXATION PLAN

### **INTRODUCTION**

Annexation is a means of bringing unincorporated property into the corporate limits of the city and extending municipal services, regulations, voting privileges and taxing authority to new territory. It is also a tool for growth management by establishing more sensible jurisdictional boundaries, facilitating economic development, and fostering more coordinated land development. Annexation is also a means of ensuring that residents and businesses outside the city's corporate limits who benefit from access to the city's facilities and services share the tax burden associated with constructing and maintaining those facilities and services.

A city can only annex land within its extra-territorial jurisdiction (ETJ). The ETJ of a city is the contiguous unincorporated land adjacent to its corporate limits that is not within another city's ETJ. The size of a city's ETJ varies according to population, ranging from one mile for communities with less than 5,000 persons, to three miles for cities greater than 100,000. La Vista currently has a two-mile ETJ.

From an annexation perspective, a city's ETJ serves two functions. First, it prevents another municipality from annexing into another's ETJ. This provides a city with land that it alone can potentially annex. Second, cities are authorized to enforce their subdivision regulations, zoning regulations, and building codes within their ETJ. This is intended to be a means of ensuring that cities will not have to assume maintenance responsibilities for substandard infrastructure upon annexation. This however may not hold true for areas within La Vista's current ETJ and future growth area which have been developed while under the county's control.

Annexation is critical to the long-term well being of La Vista. This document details many of the considerations for annexation including conformity with Nebraska law, as well as a list of general policies, and finally it identifies areas for further study based on a one-to-five year, five-to-ten year, and ten-plus year schedule.

### **ANNEXATION POLICIES**

- The City will pursue an annexation program that adds to the economic stability of the city, protects and enhances its quality of life, and protects its environmental resources.
- The City will pursue an annexation program that promotes orderly growth and the provision of municipal services and preserves the city's fiscal position.
- The City will consider annexation of an area to increase the quality of life, upgrade public facilities, and provide the necessary services to meet the needs of the residents of the area.
- Upon annexation, the City will consider the extension of its ETJ as a means of managing growth and providing zoning and building controls.

- The City will oppose the extension of another municipality's jurisdiction or the creation of a special purpose district within the city's ETJ unless the city determines it cannot provide the necessary services.
- The guidelines for the prioritization of annexation should include consideration of the following major issues:
  - Ability to meet State contiguity requirements.
  - Exploration of the cost/benefit ratio through a detailed fiscal plan.
  - Infrastructure capacities and feasibility of provision of services.
  - Importance for economic development purposes, controlling entrances to the city, or other reasons related to fostering more coordinated development or the provision of services.

## **ANNEXATION PLAN CONTENTS**

The Annexation Plan for La Vista identifies annexations that include Sanitary and Improvement Districts and other major tracts of land; miscellaneous lots and other tracts of land and rights-of-way may not be identified until a detailed annexation study is performed. The details of the provision of services and other provisions of State law which must be followed in annexing properties will also be identified in a detailed annexation study.

Attached to this plan narrative is a spreadsheet which primarily summarizes the cost and benefit of each area, organized by an annexation timeframe; and a map of the City's corporate limits, ETJ and future growth area which graphically identifies the annexation boundaries by timeframe.

## **ANNEXATION STUDY PROCESS**

(Per LB 495 and R.S. 1943, § 16-117, Annexation; powers; procedure; hearing.)

- (1) Prepare a plan with complete information on the city's intentions for extending city services to the land proposed for annexation and state:
  - a. The estimated cost impact of providing the services;
  - b. The estimated method by which the city plans to finance the extension of services and how any services already provided will be maintained;
  - c. A timetable for extending the services;
  - d. A map drawn to scale delineating the land proposed for annexation, the current boundaries of the city, the proposed boundaries of the city after annexation, and the general land use pattern in the land proposed for annexation.
- (2) The City Council adopts the resolution stating that the city is considering the annexation of the land and the plan for extending services. The resolution shall state:
  - a. The time, date and location of the public hearing (#7 below);
  - b. A description of the boundaries proposed for annexation;
  - c. The plan for the extension of city services is available for inspection in the office of the City Clerk.
- (3) Not later than 14 days prior to the Planning Commission public hearing, the City Clerk must send notice of the proposed annexation by certified mail, return receipt requested to any of the following entities serving customers in the City or area proposed for annexation:



- a. Natural gas public utility
- b. Natural gas utility owned or operated by the city
- c. Metropolitan utilities district
- d. Any municipality
- e. Public power district
- f. Public power and irrigation district
- g. Electric cooperative
- h. Any other governmental entity providing electronic services

This mailing must include:

- a. Description of the area proposed to be annexed, including a map showing the boundaries of the area proposed for annexation
- b. The date, time, and location of Planning Commission hearing
- c. How further information can be obtained, including an email or phone number

(4) The City must provide written notice of Planning Commission public hearing to owners of property within the area proposed for annexation postmarked at least 10 days prior to hearing. A certified letter must also be sent to the SID Clerk. The notice must include:

- a. Description of the area proposed to be annexed, including a map showing the boundaries of the area proposed for annexation
- b. The date, time, and location of Planning Commission hearing
- c. How further information can be obtained, including an email or phone number

(5) The Planning Commission reviews the proposed annexation plan and forwards a recommendation to the City Council.

(6) A copy of the resolution providing for the public hearing shall be published in the newspaper at least once not less than 10 days preceding the date of the public hearing. A map drawn to scale delineating the land proposed for annexation shall be published with the resolution.

(7) A copy of the resolution providing for the public hearing shall be sent by first-class mail following its passage to the school board of any school district proposed for annexation.

(8) The City Council introduces the annexation ordinance (first reading).

(9) The City Council holds the public hearing on the proposed annexation within 60 days following the adoption of the resolution (the City Council may recess the hearing, for good cause, to a time and date specified at the hearing). The City Council considers the second reading of the annexation ordinance.

(10) The City Council considers the third and final reading of the annexation ordinance.

(11) The City Clerk publishes the annexation ordinance and it becomes effective 15 days after passage.

## **CONCLUSION**

This document has been prepared to assist with the decision-making regarding annexation. The information provided is intended to ensure compliance with State law and aid in more complete and well thought out decisions by the city about future annexations. The city's goal is that the policies stated above be evaluated in order for annexation to have the least negative impact on the city and its residents

and that the positive attributes and reasons for annexation may be more easily identified and applied to future decisions regarding city growth.

**City of La Vista  
SID Summary  
FY10**

General Description	Jurisdiction	Year Platted	SID #	Tax Levy /\$100	2009 Valuation	Tax Revenue Generated	Long-Term Debt FY08 Audit Principal Only	Debt to Valuation Ratio	Tax Revenue at COLV Levy	Current Population	Build-Out Population	Cash On-Hand
<b>One - Five Year</b>												
108th & Harrison	La Vista	1971	59	0.523500	1,018,941,739	5,334,160	62,600,000	6.14%	5,334,160	19,938	1	
120th & Giles	Oakdale/Brookvalley	2000	214	0.280000	144,926,663	405,795	4,895,000	3.38%	758,691			3,121,136
120th & Giles	Papio Valley	Unplatted		0.430000	29,944,516	128,761	350,000	1.17%	156,760			231,203
120th & Giles	Pink Grading Property	Unplatted			398,484	-	-	0.00%	2,086			
120th & Giles	McCormicks	Unplatted			257,065	-	-	0.00%	1,346			
124th & Harrison	Performance Auto Plaza	2001			7,465,000	-	-	0.00%	39,079			
124th & Harrison	KV Development(storage)	Unplatted			2,033,426	-	-	0.00%	10,645			
126th & Giles	Otte-Sarpy Ind Park				665,635	-	-	0.00%	3,485			
<b>Five-Ten Year</b>												
96th & Giles	Mayfair	1998	195	0.505000	43,925,392	221,843	2,890,000	6.58%	229,970	511	560	
96th & Harrison	Cimarron Woods	2004	237	0.900000	89,147,264	802,325	7,492,420	8.40%	466,686	766	2382	
72nd & Giles	Giles Corner	2003	239	0.880000	15,031,160	132,274	2,687,747	17.88%	78,688	127	332	2,015,704
100th & Giles	Portal Ridge	2006	276	0.900000	17,414,211	156,728	4,371,655	25.10%	91,163	101	696	

<sup>1</sup> Population estimate.

**City of La Vista  
SID Summary**

**FY10**

General Description	Jurisdiction	Year Platted	SID #	Tax Levy /\$100	2009 Valuation	Tax Revenue Generated	Long-Term Debt FY08 Audit Principal Only	Debt to Valuation Ratio	Tax Revenue at COLV Levy	Current Population	Build-Out Population	Cash On-Hand
<b>Ten + Years</b>												
126th & Giles	Omaha Dev Foundation				120,074	-	-	0.00%	629			
96th & Portal	<sup>2</sup> Crossroads Ind Park	1979	82	0.787200	4,786,607	37,680	120,000	2.51%	25,058			
132nd & Giles	<sup>3</sup> Claas	Unplatted			13,700,000	-	-	0.00%	71,720			
114th & Giles	<sup>4</sup> OTC Business Park	2004			34,392,366	-	-	0.00%	180,044			
136th & Giles	Centech Business Park	1995	172	0.944001	43,743,462	412,939	2,310,000.00	5.28%	228,997			
I-80 & Sapp Brothers	I-80 Industrial Park	1993	163	0.409998	43,229,010	177,238	2,405,000.00	5.56%	226,304			
144th & Chandler	Chalco Valley Bus Park	1991			14,880,000	-	-	0.00%	77,897			
SE 132nd & Harrison	Millard Highland South	1976	104	0.460000	123,809,299	569,523	2,355,000.00	1.90%	648,142	3760	4688 <sup>5</sup>	
SE 138th & Harrison	Southridge	1985	133	0.580000	38,851,148	225,337	1,325,000.00	3.41%	203,386	821	821	
SE Hwy 50 & Harrison	Stonybrook South	1977	111	0.624766	63,145,791	394,513	1,630,000.00	2.58%	330,568	974	974	
Hwy 50 & Harrison	Willow Creek	1974	96	0.434573	38,181,407	165,926	672,024.00	1.76%	199,880	*	*	
SW 144th & Harrison	Echo Hills	1975	68	0.651238	25,948,730	168,988	630,000.00	2.43%	135,842	*	*	
156th & Harrison	Emerald Oaks/Birchfield	1992	156	0.540000	65,239,300	352,292	3,185,000.00	4.88%	341,528	*	1150	
NE 156th & Giles	Rock Creek	1974	92	0.708427	29,095,961	206,124	960,000.00	3.30%	152,317	<i>Included with Chalco Point</i>		
156th & Giles	Chalco Point	1994	165	0.625000	17,329,735	108,311	1,090,000.00	6.29%	90,721	*	1046	
166th & Giles	Giles Ridge	2001	225	0.900002	23,997,363	215,977	3,210,000.00	13.38%	125,626	*	457	
159th & Giles	Springhill Ridge	2003	233	0.900000	76,109,676	684,987	6,510,000.00	8.55%	398,434	1751	1751	
SW 156th & Harrison	Millard Park	1994	162	0.700000	137,353,889	961,477	8,935,000.00	6.51%	719,048	*	312	
SE 168th & Harrison	Millard Park South	2000	216	0.750001	82,638,571	619,790	6,978,964.00	8.45%	432,613	*	951	
E of Hwy 50 S of Giles	The Meadows	1972	65	0.563823	64,587,158	364,157	1,270,000.00	1.37%	338,114	1587	1587	
<b>Total Valuation and revenue at La Vista's valuation</b>						<b>\$6,006,774</b>						
<b>Total Valuation and revenue at SID's valuation</b>						<b>\$7,107,191</b>						
<b>Total Debt in SID's</b>							<b>\$61,377,810</b>			<b>29,336</b>	<b>36,645</b>	
<b>Total Population</b>												

<sup>2</sup> Complicated since the SID spans across two jurisdictions, City of La Vista and City of Papillion.

<sup>3</sup> Address the issue of 132nd & Giles being in the City's legal limits.

<sup>4</sup> In accordance with the Subdivision agreement can not annex until 12/31/19.

<sup>5</sup> Includes an estimated 400 multi-family units @ Bella La Vista

\* Count in progress

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ANNEXATIONS — SID # 59 (OAKDALE PARK, BROOK VALLEY BUSINESS PARKS & VARIOUS TAX LOTS), SID # 214 (PAPIO VALLEY I & 2 BUSINESS PARKS), TL 6B 19-14-12, TL8 8-14-12, TL 6C1 19-14-12, TL 15 & VAC ROW ADJ 18-14-12, & ANY ADJOINING STREET ROW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

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

(1) SID # 59

- Brook Valley Business Park: Lots 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 & 23), 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, 57 & N 100' LOT 56, 58, 59, 60, and Outlot B
- Brook Valley Business Park Replat 1: Lots 1 and 2
- Brook Valley Business Park Replat 2: Lots 1 and 2
- Brook Valley II Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11B, 12, 13, 14A REPLAT OF LOT 14, 14B REPLAT OF LOT 14, 15, 16A, 16B, 17A, 17B, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and VAC VIRGINIA ST LYING W OF 114<sup>TH</sup> ST AND E OF 117TH
- Brook Valley II Business Park Replat One: Lot 1
- Brook Valley II Business Park Replat 2: Lots 1 and 2
- Oakdale Park: Lots 1, 2A, 2B, 3 EX CO ROW, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19A, 21A, 21B, 22, 26, 27, 28A, and 28B
- Tax Lot 1A2 17-14-12
- Tax Lot 8A1B 16-14-12
- Tax Lot 1A1A1A 17-14-12
- Tax Lot 2B2, S OF RR, 17-14-12
- Tax Lots 8C1, 8C2A & 8C3A 16-14-12
- PT SW1/4 NW1/4 16-14-12
- Tax Lot 8B 16-14-12
- Tax Lot 8A2 EXC PT FOR ROW 16-14-12
- Tax Lot 8C4 16-14-12
- Tax Lot 8A1A EXC PT FOR ROW 16-14-12

(2) SID #214

- Papio Valley 1 Business Park: Lots 1, 2, PT LOT 3A, 4, 5, 6, 7A, 7B, and 8



- Papio Valley 2 Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9

(3) Miscellaneous Lots

- Tax Lot 6B 19-14-12
- Tax Lot 8 18-14-12
- Tax Lot 6C1 19-14-12
- Tax Lot 15 & VAC ROW ADJ 18-14-12
- Tax Lot 13 19-14-12
- Tax Lot 14 19-14-12

(4) And Any Adjoining Street Rights-of-Way

**FISCAL IMPACT**

	<u>Assessed Valuation</u>	<u>Net Debt</u>
SID #59	\$144,926,663	\$ 2,117,962
SID #214	\$ 29,944,516	\$ 88,797

Additional detail can be found in the annexation plan.

**RECOMMENDATION**

Approval.

**BACKGROUND**

During the Council's 2009 strategic planning workshop, staff presented a draft Annexation Plan which identified various areas and timetables for annexation. That Annexation Plan has also been adopted as an amendment to the Comprehensive Plan. The areas proposed for annexation are identified within the plan, on the spreadsheet, as areas 1a, 1b, 1c and 1d.

A detailed annexation plan has been prepared and is attached for your review. With the adoption of the resolution, the proposed public hearing dates to consider this annexation are scheduled for the Planning Commission on October 22, 2009, and City Council on November 17, 2009.

Because of recent changes to the annexation regulations (LB 495), the City Clerk and planning staff will be mailing notices of the Planning Commission public hearing to utility companies, the SID Clerks, and owners of the property within the area proposed for annexation.

The following areas being considered for annexation are comprised of the following:

- SID #59 (Oakdale Park, Brook Valley Business Parks and various Tax Lots) — 63 developed commercial parcels, 36 vacant commercial lots, and 1 outlot; no residential lots. Estimated population is 0.
- SID #214 (Papio Valley 1 & 2 Business Parks) — 12 developed commercial lots and 6 vacant commercial lots; no residential lots. Estimated population is 0.
- Miscellaneous Lots — 3 vacant commercial lots; 1 single family lot. Estimated population is 2.
- Any adjoining street rights-of-way.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA STATING THAT THE CITY OF LA VISTA IS CONSIDERING THE ANNEXATION OF SID NO.59, OAKDALE PARK AND BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY; DESCRIBING BOUNDARIES OF THE LAND PROPOSED FOR ANNEXATION; APPROVING AND ADOPTING A PLAN FOR EXTENDING CITY SERVICES TO THE LAND PROPOSED FOR ANNEXATION, AND MAKING THE PLAN AVAILABLE FOR INSPECTION; PROVIDING FOR A PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH HEARING AND OF THE MAP DRAWN TO SCALE DELINEATING THE LAND PROPOSED FOR ANNEXATION; AND PROVIDING FOR NOTICE TO UTILITY COMPANIES SID CLERKS AND LANDOWNERS OF THE PROPERTY WITHIN THE PROPOSED AREA, AND PROVIDING FOR THE DELIVERY OF A COPY OF THIS RESOLUTION TO ANY SCHOOL DISTRICT WITHIN THE AREA PROPOSED TO BE ANNEXED, AND TO THE PLANNING COMMISSION FOR RECOMMENDATION.

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

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

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

1. The City of La Vista is considering the annexation of SID No.59, Oakdale Park And Brook Valley Business Parks, and SID No. 214, Papio Valley 1 and 2 Business Parks, subdivisions as surveyed, platted and recorded In Sarpy County, Nebraska, and certain adjacent land; Tax Lot 6B located in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Tax Lot 8 located in Section 18, T14N, R12E of the 6<sup>th</sup> P.M., Tax Lot 6C1 located in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Tax Lot 15 And Vacated ROW Adjacent located in Section 18, T14N R12E of the 6<sup>th</sup> P.M., Tax Lot 13, located in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Tax Lot 14, located in Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska; and portions of any adjoining street right-of-way; describing boundaries of the land proposed for annexation, more particularly described as follows:

LOTS 1, 2A, 2B, 3 THROUGH 8, 13 THROUGH 18, 19A, 21A, 21B, 22, 26, 27, 28A, AND 28B, OAKDALE PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID OAKDALE PARK;

TOGETHER WITH PART OF 108<sup>TH</sup> STREET RIGHT-OF-WAY AND PART OF HARRISON STREET RIGHT-OF-WAY ADJOINING SAID OAKDALE PARK;

**Resolution No.**  
**Page No. 2**

TOGETHER WITH TAX LOTS 8A1A AND 8A2, EXCEPT THAT PART TAKEN FOR 104<sup>TH</sup> STREET RIGHT-OF-WAY, TAX LOTS 8A1B, 8B, 8C1, 8C2A, 8C3A AND 8C4, ALL LYING WITHIN THE WEST 1/2 OF THE NW1/4 OF SECTION 16, T14N, R12E OF THE 6<sup>TH</sup> P.M., IN SAID SARPY COUNTY;

TOGETHER WITH PART OF GERTRUDE STREET RIGHT-OF-WAY, AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID TAX LOTS;

TOGETHER WITH THAT PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16 LYING WEST OF LOT 1, AND SOUTH OF LOT 2A, SAID OAKDALE PARK;

TOGETHER WITH PART OF 108<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16;

TOGETHER WITH LOTS 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, LOT 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 AND 23), LOTS 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, LOT 57 AND THE NORTH 100 FEET OF LOT 56, LOTS 58, 59, 60 AND OUTLOT B, BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY,

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY BUSINESS PARK, AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH PART OF 108<sup>TH</sup> STREET RIGHT-OF-WAY AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY BUSINESS PARK AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH TAX LOT 1A2, LYING NORTH OF THE CHICAGO BURLINGTON & QUINCY RAILROAD WITHIN THE SE1/4 OF SECTION 17, T14N, R12E OF THE 6<sup>TH</sup> P.M., SAID SARPY COUNTY;

TOGETHER WITH ALL OF TAX LOT 1A1A1A, LYING WITHIN THE SE1/4 AND ALL OF TAX LOT 2B2 LYING WITHIN THE SW1/4 OF SAID SECTION 17;

TOGETHER WITH PART OF 110<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID TAX LOT 1A1A1A;

TOGETHER WITH LOTS 1 THROUGH 7, LOTS 9, 10, 11B, 12, 13, LOTS 14A AND 14B, REPLAT OF LOT 14, LOTS 15, 16A, 16B, 17A, 17B, 18, 19, 20, LOTS 22 THROUGH 37, VACATED VIRGINIA STREET LYING WEST OF 114<sup>TH</sup> STREET AND EAST OF 117<sup>TH</sup> STREET, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT ONE; A SUBDIVISION IN SAID SARPY COUNTY;

**Resolution No.**  
**Page No. 3**

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY II BUSINESS PARK AND SAID BROOK VALLEY II BUSINESS PARK REPLATS ONE AND 2;

TOGETHER WITH PART OF 120<sup>TH</sup> STREET RIGHT-OF-WAY AND ALL OF 114<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY II BUSINESS PARK;

TOGETHER WITH LOTS 1 AND 2, PART OF LOT 3A, LOTS 4, 5, 6, 7A, 7B AND 8, PAPIO VALLEY I BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY I BUSINESS PARK;

TOGETHER WITH LOTS 1 THROUGH 9, PAPIO VALLEY 2 BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 2 BUSINESS PARK;

TOGETHER WITH PART OF OLD GILES ROAD RIGHT-OF-WAY AND 120<sup>TH</sup> STREET RIGHT-OF-WAY ADJOINING SAID PAPIO VALLEY I BUSINESS PARK AND SAID PAPIO VALLEY 2 BUSINESS PARK;

TOGETHER WITH TAX LOT 8 IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 15 & VAC ROW ADJ IN THE SE 1/4 OF SECTION 18 T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6B IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6C1 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 13 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 14 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH RAILROAD RIGHT-OF-WAY ADJOINING SAID TAX LOTS IN SAID SECTIONS 18 AND 19, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH GILES ROAD RIGHT-OF-WAY, WEST GILES ROAD RIGHT-OF-WAY, AND OLD GILES ROAD RIGHT-OF-WAY IN SAID SECTIONS 18 AND 19 ADJOINING SAID TAX LOTS.

2. That the plan of the City for the extension of City services to the above land proposed for annexation, attached to this resolution as Exhibit A and incorporated herein by this

**Resolution No.**  
**Page No. 4**

reference, be and the same hereby is, adopted and approved, subject to any changes by the City Council after public hearings on the proposed annexation and recommendations from the Planning Commission, and is available for inspection during regular business hours in the office of the City Clerk, located at 8116 Park View Boulevard, La Vista, Nebraska.

3. That a public hearing on the proposed annexation at which the City Council shall receive testimony from any interested persons shall be held on the 17<sup>th</sup> day of November, 2009, at the hour of 7:00 p.m. in the Council Chambers of the City of La Vista located at 8116 Park View Boulevard, La Vista, Nebraska.
4. That a copy of this Resolution and a map drawn to scale and delineating the area proposed to be annexed shall be published in the official newspaper of the City at least once not less than ten (10) days preceding the date of the public hearing.
5. That a copy of this Resolution be mailed by first class mail following its passage to the school board of any school district in the land proposed for annexation.
6. That notices of the Planning Commission public hearing will be mailed to utility companies, the SID Clerks, and owners of the property within the area proposed for annexation.
6. That a copy of this Resolution be forwarded to the Planning Commission for recommendation following its passage.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2009.

CITY OF LA VISTA

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

ATTEST:

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



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

Pursuant to Nebraska Revised Statute §16-117, the following plan represents the City of La Vista's intent to serve SID #59 (Oakdale Industrial Park & Brook Valley Business Park), SID #214 (Papio Valley I Business Park), Tax Lot 8 18-14-12 (Pink Grading), Tax Lot 15 & VAC ROW ADJ 18-14-12 (Giff property), Tax Lot 6C1 19-14-12 (McCormick property), and Tax Lot 6B 19-14-12 (Pink Grading).

**SID #59**

The following city services will be extended on or before one year from the effective date of the annexation:

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

**SID #214**

The following city services will be extended on or before one year from the effective date of the annexation:

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

**Miscellaneous Lots**

The following city services will be extended on or before one year from the effective date of the annexation:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT - ANALYSIS OF HELL CREEK STABILIZATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an Interlocal Agreement between Douglas County, Sarpy County, Nebraska, and the City of La Vista, Nebraska for the analysis of the stabilization of Hell Creek, Douglas County Project No. C-28(498).

**FISCAL IMPACT**

The FY 2009/10 Capital Fund provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

This Interlocal Agreement outlines each jurisdiction's duty and responsibility to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek. It is estimated that the total cost for these engineering services will be \$34,600.00. Douglas County, Sarpy County, and the City of La Vista will equally share in the cost. The stream segment described above is experiencing severe bank erosion and channel degradation.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL AGREEMENT WITH DOUGLAS COUNTY, SARPY COUNTY, NEBRASKA AND THE CITY OF LA VISTA CONCERNING ANALYSIS OF THE STABILIZATION OF HELL CREEK, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, La Vista, Sarpy County, and Douglas County have determined that the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek is experiencing severe bank erosion and channel degradation; and

WHEREAS, La Vista, Sarpy County, and Douglas County have determined that it is each jurisdiction's duty and responsibility to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for this stream segment and the cost for these services will be equally shared.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with Douglas County and Sarpy County, Nebraska concerning the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek 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 6TH DAY OF OCTOBER, 2009.

CITY OF LA VISTA

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

ATTEST:

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

## INTERLOCAL AGREEMENT ANALYSIS OF HELL CREEK STABILIZATION

This Interlocal Agreement is made and entered into this 11th day of AUGUST, 2009, by and between Douglas County, Nebraska, Sarpy County, Nebraska and the City of La Vista, Nebraska.

WITNESSTH:

WHEREAS, in order to promote the health and safety of the residents of all parties to this Agreement pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties desire to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street bridge and the confluence with the South Papillion Creek, as shown on a map attached hereto as Exhibit "A" and incorporated herein by reference. The engineering services will, among other things, include hydraulic and hydrologic analysis of Hell Creek as it relates to bridge structures owned by Douglas County, Sarpy County, and the City of La Vista and;

WHEREAS, this project is known as Douglas County Project No. C-28(498) and;

WHEREAS, Douglas County, Sarpy County, and the City of La Vista wish to outline their respective duties and responsibilities and the sharing of costs for the engineering service costs for this study.

NOW, THEREFORE, the following is agreed between the parties hereto:

- 1) Douglas County will act as the agent for all parties to this Agreement in the execution of the Engineering Services Contract and general supervision of the work and administration of the contract for the study, and Douglas County accepts said agency. Douglas County will not enter into any agreements or contracts affecting this study without prior approval of Sarpy County and the City of La Vista. No separate legal entity is hereby created.
- 2) Douglas County will contract with WLA Consulting, Inc., registered engineers in the State of Nebraska, for the preparation of an updated topographic map for use with hydraulic and hydrologic modeling efforts (HEC-RAS Analysis) and from that information prepare a Technical Memorandum (TM) summarizing the findings. It will document the collection and analysis of existing conditions, prioritized areas of concern, identified stabilization alternatives, conceptual plans and profiles, construction cost estimates, and recommendations for further action.

- 3) The total cost for these engineering services is a fixed fee of \$34,600.00 with Douglas County, Sarpy County, and the City of La Vista equally sharing in the cost.
- 4) Upon the "Notice to Proceed" for these engineering services, Douglas County will bill Sarpy County and the City of La Vista for their share of the costs. If, at the completion of the work said payments made by Sarpy County and the City of La Vista are more than the actual cost, Douglas County shall refund the excess payments to Sarpy County and the City of La Vista.
- 5) No additional engineering services shall cause a contract increase exceeding five percent (5%) of the contract price without prior approval of all parties.
- 6) This Agreement shall remain in effect until the study is completed. Amendments hereto shall be made in writing.
- 7) Binding Effect. This Interlocal Agreement shall be binding upon the respective parties hereto.
- 8) No elected official or any officer or employee of Douglas County, Sarpy County, or the City of La Vista shall have a financial interest, direct or indirect, in this Agreement.
- 9) Nondiscrimination Clause. The parties to this Agreement shall not, in the performance of the Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinion, affiliations, or national origin.
- 10) Drug Free Policy. The parties to this Agreement agree to establish, and maintain, a drug free workplace policy.
- 11) This instrument contains the entire Agreement of the parties, and shall be binding upon the successors and assigns of the respective parties. No amendment, deletions, or additions shall be made to this Agreement except in writing.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

Executed by Douglas County this 11<sup>th</sup> day of August, 2009.

Attest:

  
County Clerk

By: 

Chair, County Board

Approved as to Form

  
Deputy County Attorney

Executed by Sarpy County this 15<sup>th</sup> day of September, 2009.

Attest:

  
County Clerk

By: 

Chair, County Board

Approved as to Form

  
County Attorney

Executed by La Vista, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

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

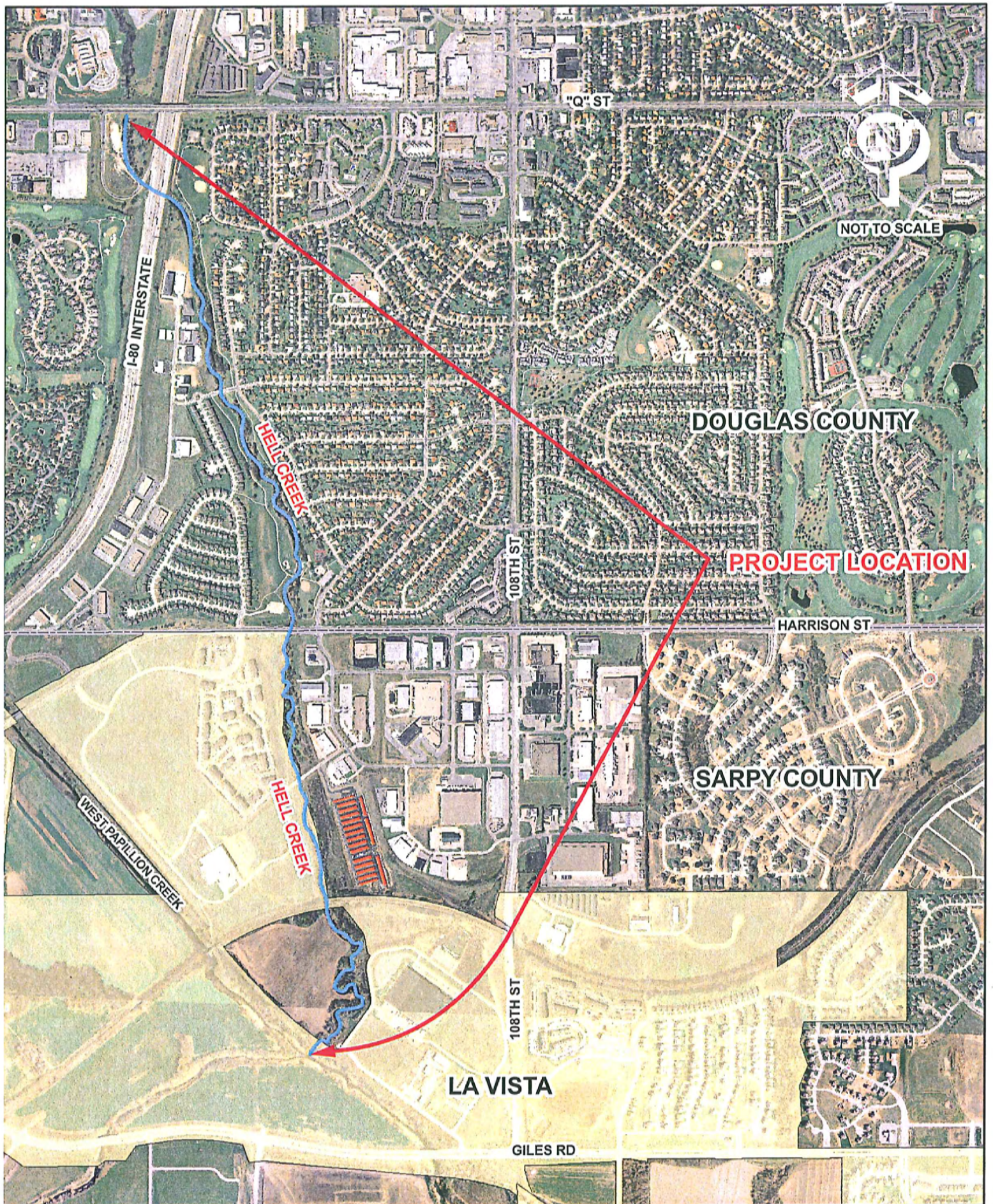
By: \_\_\_\_\_

Mayor

Approved as to Form

\_\_\_\_\_  
City Attorney





**EXHIBIT - A**

**PROJECT NO. C-28(498)**  
**HELL CREEK STABILIZATION**



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PAPILLION CREEK WATERSHED PARTNERSHIP INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute the necessary documents for the Papillion Creek Watershed Partnership Interlocal Agreement. The agreement shall become effective upon execution by all partnership members.

**FISCAL IMPACT**

The contribution breakdown for the Partnership is illustrated in Exhibit "D" of the agreement. The City of La Vista's contribution has not changed from the prior agreement and will be \$5,000 annually for the term of the new agreement.

**RECOMMENDATION**

Approval

**BACKGROUND**

On August 4, 2009 the La Vista City Council passed by resolution a renewal of the Amended Papillion Creek Watershed Partnership Interlocal Agreement. Since that time, several issues have arisen that require further Council action on this matter. It was determined that the Interlocal Agreement is not actually an amendment but rather a whole new agreement; so the word amendment was removed from the document. Secondly, the City of Bennington and Douglas County have removed themselves from the partnership. The City of Bennington felt the policies restricting the filling of the flood plain were too stringent. Douglas County felt the policy on filling the flood plain was not stringent enough and wanted no filling or building in the flood plain. In addition Douglas County was in opposition to any regional detention structures.

The partnership, comprised of governmental entities situated in whole or in part within the Papillion Creek Watershed, originally was formed through an Interlocal Cooperation Act Agreement dated August 1, 2001 and was amended on July 31, 2004.

As a result of a regional effort to establish a plan for management of water quality and flood control in the Papillion Creek watershed, the City entered into an Interlocal Agreement in 2001 and renewed it in 2004. That renewal is about to expire. Since that time La Vista has continued to work with regional stakeholders through the Papillion Creek Watershed Partnership (PCWP) to refine the policies that were originally adopted and to develop a more comprehensive Watershed Management Plan and a specific three year Implementation Plan. As part of the renewal of the Interlocal Agreement that defines the PCWP and its mission, the member communities (Bellevue, Boystown, Gretna, La Vista, Omaha, Papio-Missouri River NRD, Papillion, Ralston, and Sarpy County) are being asked to adopt the revised policies and plans.

#### a. Summary of Changes to the Policy

##### Police Group #1 – Water Quality Improvements (renamed from Pollution Control)

- Water Quality Low Impact Development (LID) is required for all new developments
- Control of the first half inch of stormwater runoff
- No net increase in peak discharge for the 2 year storm event
- Encourage establishment of buffer strips and riparian corridors along streams
- Mitigate impacted wetlands at a 3:1 ratio
- Water quality basins as identified in the Watershed Management Plan

##### Police Group #2 – Peak Flow Reduction

- Regional detention basins as identified in the Watershed Management Plan
- Maximum LID as identified in the Watershed Management Plan
- Peak discharge rates not to exceed 0.2 cfs/acre for the 2 year storm event and 0.5 cfs/acre for the 100 year storm event
- Significant redevelopment no net increase in 2, 10 and 100 year peak discharges

##### Policy Group #3 – Landscape Preservation, Restoration, and Conservation

- Natural features and stormwater management techniques to be placed in public right of way or easement
- 3:1 plus 50 foot creek setbacks along streams as identified in the Watershed Management Plan

##### Policy Group #4 – Erosion and Sediment Control and Other BMPs

- No significant changes

##### Policy Group #5 – Floodplain Management

- Limit filling in the floodway fringe to 25% of total floodplain area per development application. Remaining fringe area to be designated as a floodway overlay zone.

##### Policy Group #6 – Stormwater Management Financing

- Water Quality LID funded by development
- Water quality basins and regional flood control reservoirs to be funded 1/3 from development fees and 2/3 from NRD funds.
- Stormwater utility encouraged for on-going operation and maintaining city and county NPDES Best Management Practices

#### b. Changes to the Watershed Management Plan

The watershed map showing the long term plan for managing water has been modified to reflect the changes in the Policies, most notably that:

- Low Impact Development (LID) for water quality will be required for all new development and significant redevelopment across the watershed.
- In the jurisdictions of Douglas and Washington County, Maximum (enhanced) LID will be used for flood control.
- Up to 14 additional regional flood control reservoirs and 12 additional water quality basins may be evaluated for construction in the future.

c. Addition of a 3-year Implementation Management Plan

This watershed map shows the approximate locations of elements of the Watershed Management Plan that the Partnership recommends for design and construction between 2011 and 2013. Those elements have an estimated total cost of \$134M and are comprised of 4 water quality basins and 2 regional flood control reservoirs. The intent is that the Implementation Management Plan be reviewed and updated in 3-year increments and that the Interlocal Agreement be amended to reflect additional phases of work as they are needed.

IMPLEMENTATION

In addition to the execution of the extension of the Interlocal Agreement, amendments Chapter 154 of the La Vista Municipal Code and Subdivision Regulations will be needed to add the requirement to maintain peak discharge rates during the 2-year storm event and to implement the Watershed Management fee system described in the policies. There may be needs for additional implementation measures that have yet to be specifically identified.

The intent of the PCWP is to establish regionally common goals and development standard to address stormwater quality and quantify issue in a consistent, effective and efficient manner. The refinements contained in the proposed policies and plans are another incremental improvement in regional public health, safety and quality of life.

The amended Papillion Creek Watershed Partnership Interlocal Agreement was presented to the City of La Vista Planning Commission on July 16, 2009. The Planning Commission forwarded the Interlocal Agreement to City Council with a favorable recommendation.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF BELLEVUE, BOYSTOWN, GRETNA, LA VISTA, OMAHA, PAPIO-MISSOURI RIVER NRD, PAPILLION, RALSTON, AND SARPY COUNTY FOR THE CONTINUATION OF THE PAPILLION CREEK WATERSHED PARTNERSHIP.

WHEREAS, the Mayor and City Council approved La Vista's participation in the initial Interlocal Cooperation Agreement regarding this Partnership in 2001 and an Interlocal Cooperation Act Agreement for Continuation was approved in 2004; and

WHEREAS, the Continuation expired on July 31, 2009; and

WHEREAS, the Interlocal Cooperation Agreement was developed in response to the federal NPDES Phase II requirements related to storm water that impact communities and counties in the Papillion Creek Watershed; and

WHEREAS, maintaining the Interlocal Cooperation Agreement will allow the City and other participating jurisdictions to continue to propose, enact and implement common standards, increasing effectiveness and cost-sharing capabilities;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Interlocal agreement between the cities of Bellevue, Boystown, Gretna, La Vista, Omaha, Papio-Missouri River NRD, Papillion, Ralston, and, Sarpy County, is hereby accepted and approved as presented and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2009.

CITY OF LA VISTA

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

ATTEST:

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



**INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP**

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**THIS INTERLOCAL COOPERATION ACT AGREEMENT** (hereinafter referred to as “**this Agreement**”) is intended to create a voluntary mechanism for the purpose of addressing important subjects of concern to the interested governments (hereinafter referred to as “**the Interested Governments**”) situated in whole or part within the watershed of the Papillion Creek (hereinafter referred to as “**the Watershed**”), the Interested Governments consisting of the following governmental entities, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **VILLAGE OF BOYS TOWN**, Nebraska; the **CITY OF GRETNA**, Nebraska; the **CITY OF LAVISTA**, Nebraska; the **CITY OF OMAHA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF RALSTON**, Nebraska; the **COUNTY OF SARPY**, Nebraska; and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**; provided, however, this Agreement is made and entered as an Interlocal Cooperation Act Agreement by and among only those of the Interested Governments which have duly executed this Agreement at the foot hereof, such signatory entities (hereinafter referred to collectively as “**the Parties**,” “**the Papillion Creek Watershed Partnership**” or “**the Partnership**”), thus signifying the intent of the Parties to act, and contribute their resources, as members of the “Papillion Creek Watershed Partnership,” which is hereinafter defined and described.

**WHEREAS**, the Partnership originally was formed through an Interlocal Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as the “**Initial Agreement**”), and expiring on July 31, 2004. An Interlocal

Cooperation Act Agreement for Continuation of the Papillion Creek Watershed Partnership was approved by the Parties in 2004, effective July 1, 2004 for a period of five years from and after its effective date.

**WHEREAS**, the Partnership has accomplished the assessment of existing water quality and quantity conditions, the cooperative preparation of NPDES Phase II Permit applications, the submittal of multiple grant applications, the analysis of additional flood control and the support of storm water utility legislation. The Partnership coordinated these issues at monthly meetings of its members' representatives. The progress of Partnership activities was presented to the public at meetings and on a website ([www.papiopartnership.org](http://www.papiopartnership.org));

**WHEREAS**, the Partnership was instrumental in the preparation of the "Partnership NPDES Phase II Storm Water Management Plan" for the Watershed, (hereinafter referred to as the "**SWMP**") a true and correct copy of which is attached to this Agreement as **Exhibit "A"** and incorporated herein by this reference;

**WHEREAS**, by the members of the Partnership continuing to act in concert and proposing, enacting and implementing common standards, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly in the capability to implement the SWMP and to address federally-imposed requirements and mandates which are imminent and which must be funded locally;

**WHEREAS**, other premises that justify the continuation of the Partnership still exist, including, without limitation, that:

- The Papillion Creek does not meet water quality standards specified by the State of Nebraska;
- The City of Omaha has a current Federal mandate to reduce combined sewer overflows;

- The Watershed has not had a major widespread storm event since the 1960's;
- The hydrology of the Watershed for the Flood Insurance Study (late 1970's) is out of date;
- Urbanization of the Watershed and associated impervious area have increased dramatically since the 60's and 70's;
- Deposition is occurring in Watershed reservoirs at unacceptable rates;
- Currently there is inadequate funding to address storm water quantity and water quality problems within the Watershed;
- The benefits of reducing existing and future flood impacts in the Watershed include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, decreased cost to taxpayers and public agencies for flood disaster relief;
- Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements, reduction of reservoir operation and maintenance costs; and improved aesthetics;
- Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;
- Techniques which could be employed by the Partnership include: implementation of low impact development techniques and other green infrastructure to address stormwater quality and quantity issues; facilitation of multi-use storm water structures; pursuing establishment of stormwater utility enabling legislation; minimization of future fill and

construction in the FEMA-designated floodplain/floodway in the Papillion Creek Watershed; implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions; updating hydrology to 2001 and 2040; formulating a master drainage plan for the Watershed; providing adequate construction and maintenance funding; buy-outs/relocations of structures in flood prone areas; providing increased upstream flood storage; enhancing public education and outreach; implementation of new construction site management practices; development of new development/redevelopment standards; implementation of an illicit discharge program; enhance environmental aspects of public street maintenance; reducing the environmental impacts of herbicide, pesticide, and fertilizer application; developing a water quality and quantity monitoring program; developing an industrial site inspection program; construction of retention/detention ponds designed for both water quantity and quality; restoration, creation and enhancement of wetlands; preservation of riparian areas; environmental restoration of streams; creation of buffer strips; use of grassed swales for drainageways; updating of design and construction standards; application of standardized ordinances/regulations throughout the Watershed; and, implementation of new set back ordinance/regulation and open drainage requirements;

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction;
- Continuation of a coordinated effort will improve compliance with federal, state, and local regulations,

**WHEREAS**, in carrying out its mission, the Partnership will work cooperatively with, but not limited to, the U.S. Army Corps of Engineers, the Metropolitan Area Planning Agency, the USDA Natural Resources Conservation Service, the Nebraska Game and Parks Commission, the Nebraska Department of Environmental Quality, the Nebraska Department of Natural Resources, the University of Nebraska, the University of Nebraska Cooperative Extension, and State and County Health Departments,

**WHEREAS**, as part of implementing the federally-imposed NPDES requirements where necessary, and to address stormwater management on a watershed-wide basis, a Watershed Management Plan, Implementation Plan and Stormwater Management Policies (hereinafter referred to collectively as the “**Plans and Policies**”) were developed through a community-based process involving the development community, Partnership members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Plans and Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality
- #2 Peak Flow Reduction
- #3 Landscape Preservation, Restoration, and Conservation
- #4 Erosion and Sediment Control and Other BMPs
- #5 Floodplain Management
- #6 Storm Water Management Financing

and the texts of the Stormwater Management Policies are attached hereto as **Exhibit “B”** and incorporated herein by this reference.

**WHEREAS**, The Plans and Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use



review and adoption processes (typically reviewed by a Planning Commission or Board and then review and adoption by the elected Board or Council); provided this agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

**NOW, THEREFORE,** in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the members of the Partnership agree as follows:

1. **Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.
2. **Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed by establishing and implementing regionally common goals and standards for the development of the Watershed through 2040.
3. **Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect and intend that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such land areas as though they were located physically within the Watershed unless specifically excluded by the respective partnership member.
4. **Goals:** The Partnership shall have as its goals:
  - a) Assisting the parties that have NPDES stormwater permits in the implementation of those elements of the SWMP and other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;

- b) Compliance with Federal, State, and local storm water quality and quantity regulations;
- c) Improvement of water quality in the Watershed's streams and reservoirs;
- d) Increased water-based recreational opportunities that result from water quality improvements in existing streams and reservoirs and associated improvements in quality of life;
- e) Standardization of the construction development process and evaluation of its effectiveness;
- f) Assessment and characterization of current water quality and quantity conditions for the watershed;
- g) Storm Water Management Plan update;
- h) Environmental compliance;
- i) Sediment and erosion control;
- j) Floodplain management; and,
- k) Development of and updates to the Plans and Policies.

5. **Executive Committee:** The members of the Partnership shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership. Each representative shall have one vote and all actions of the Executive Committee shall require a recorded vote. A quorum (at least 50% of members) must be present for any action requiring a vote. Unless otherwise specified, a simple majority of those members present shall be required for approval of any proposed action. It is understood that the authority of each Executive Committee member to act on behalf of his/her respective elected board or council shall be defined by that member's respective board or council. A thirty day notice must be given for any actions requiring a vote to allow Executive

Committee members to seek direction from his/her elected board or council if required.

- 6. Administering Agent:** The Executive Committee designates the Papio-Missouri River Natural Resources District (hereinafter referred to as the “NRD”), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent serves at the pleasure of the Executive Committee and performs duties assigned by the Executive Committee, which may include, without limitation:

- a)** Seeking any state legislation which a majority of the parties to this Agreement determine necessary to support the work of the Partnership;
- b)** Designating such personnel and assistance which shall be deemed desirable to support the work of the Partnership;
- c)** Preparing, presenting and distributing educational materials;
- d)** Organizing meetings of members of the Partnership and interested persons to share knowledge and compare projects and programs of all involved;
- e)** In July of each year, set meetings for one year and post those meeting dates to the Partnership website and email to the Partnership members and others.
- f)** Record each Partnership meeting and prepare written minutes of the action items and record votes for each meeting.
- g)** Post Partnership meeting agendas 10 days prior to meeting date on Partnership website. Action items may not be added to an agenda following its posting.
- h)** Preparing reports on the work of the Partnership;

- i) Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Partnership;
- j) Holding and maintaining the Partnership Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the members of the Partnership, all as the Executive Committee directs;
- k) Disbursing the Partnership Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Provided, however, and notwithstanding any provisions of this agreement to the contrary, when a member of the Partnership is acting as the Administering Agent under this Agreement and administering the directions, recommendations and requests of the Executive Committee, the governing body of the Administering Agent has the authority to make such determinations and take and implement such actions as such governing body, in its sole discretion, determines lawful, feasible and reasonable.

7. **Implementation.** The Partnership intends and agrees that the elements of the SWMP, the Plans and Policies, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:

- a) Responsibility for implementation of an element of the SWMP therein identified solely for individual action by a Partner will rest

with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the SWMP and the Plans and Policies will be adopted by each member of the Partnership as appropriate. The provisions of such regulations or ordinances shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply. This agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

- b) Subject to the availability of funds, implementation of those elements of the SWMP therein identified for action by the Partnership or individual partners and identified in the table attached hereto as **Exhibit "C"** and incorporated herein by reference shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a member of the Partnership of a primary duty imposed upon such member by law or regulation.
- c) Any elements of the SWMP, alternatively, may be voluntarily undertaken by the Partnership collectively if the Executive Committee determines that such course of action is reasonable and feasible.
- d) If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.

**8. Funding:** Funding shall be administered as follows:



- a) The Partnership Fund, established by the Initial Agreement, shall continue to be held by the Administering Agent in an interest-bearing account in trust for the members contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Partnership Fund shall be funded and administered as follows:
- i) On or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Partnership Fund in the amount shown, opposite such member's name, in the second column of the table attached hereto as **Exhibit "D"** and incorporated herein by reference (such amount hereinafter being referred to as the "**Maximum Annual Contribution**" for such member). For subsequent years during the term of this Agreement, the Administering Agent shall request annual contributions from the members of the Partnership in the amounts necessary to carry out the work of the Partnership, the amounts of such subsequent-year contributions to be determined by the Administering Agent prior to the first day of June of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These subsequent-year contributions shall be proportional to such members' first year contributions to the Partnership Fund, provided, however, in no case shall any such requested annual

contribution exceed the amount of such member's Maximum Annual Contribution.

- ii) Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership written statements of the condition of the Partnership Fund.
- iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the members of the Partnership under this Agreement.
- iv) If any member of the Partnership fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.

- b)** The Watershed Fund shall be comprised of Watershed Management Fees and NRD general property tax dollars to equitably distribute the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the watershed and to the general public. Based on an initial framework and rates set for Watershed Management Fees (hereinafter referred to as "**Watershed Fees**") defined in Policy Group #6 in the Stormwater Management Policies, the Partnership does hereby agree to implement the Watershed Management Plan and Implementation Plan, , attached hereto as **Exhibit "E"** and **Exhibit "F"** respectively, and both incorporated

herein by reference, or as may be amended in three (3) year increments through provisions in this Agreement, as follows:

- i) The cities of BELLEVUE, GRETNA, LAVISTA, OMAHA, PAPILLION and RALSTON, and the County of SARPY (all hereinafter referred to collectively as “**zoning jurisdictions**”) agree to collect Watershed Fees from new development or significant redevelopment within the Papillion Creek Watershed, such Watershed Fees to be collected and earmarked specifically for construction of regional detention structures and water quality basins, as follows, to-wit:
  - a) Each zoning jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees and authorizing the transfer of such fees to the NRD, consistent with the provisions of this Agreement.
  - b) Each zoning jurisdiction shall include, in its subdivision or other agreements with developers for new developments or significant redevelopments, the right to collect Watershed Fees at the time of building permit issuance pursuant to, and consistent with, the provisions of this Agreement. The Watershed Fee specified in a subdivision agreement shall not be changed after such subdivision agreement has been approved by the zoning jurisdiction, notwithstanding that the Watershed Fee framework or rates possibly may be changed before all building construction has been completed in such subdivision.

- c) On or before July 1<sup>st</sup> of each calendar year, each zoning jurisdiction shall remit to the NRD the Watershed Fees paid to or collected by such zoning jurisdiction on or before June 1<sup>st</sup> of such calendar year. Such Watershed Fees received by the NRD shall be held by the NRD in a separate, interest-bearing account, to be known as the “Watershed Fund,” in trust for the members of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for construction by the NRD of regional detention structures and water quality basins and expended by the NRD as further provided in this Agreement.
- d) Each zoning jurisdiction shall, in general, adopt a framework consisting of three Watershed Fee classifications, to-wit:
  - (1) “Single Family Residential Development” (generally consisting of single-family and multi-family dwelling units up to 4-plexes, or as otherwise determined by the zoning jurisdiction). Watershed Fees shall be assessed at an initial rate of \$750 per dwelling unit or equivalent prorated average area of lot basis; and,
  - (2) “High-Density Multi-Family Residential Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density development) shall be assessed at an initial rate of \$3,300 per gross acre and shall be

proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such “High-Density Development” Watershed Fees shall be 1.25 times “Single Family Residential Development” Watershed Fees when considered on an estimated dwelling unit per gross acre basis.

(3) Commercial/Industrial Development shall be assessed at an initial rate of \$4,000 per gross acre and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial Watershed Fees shall be 1.5 times “Single Family Residential Development.”

e) At approximately three (3) year intervals, the Partnership and the development community shall review the Watershed Fees framework and rates, the Watershed Management Plan and the Implementation Plan with respect to availability of needed funds and rate of development within the Watershed. Subsequent changes to the Watershed Fees framework and rates, Watershed Management Plan and Implementation Plan, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the NRD.

ii) The NRD agrees, subject to the availability of funding, to construct the regional detention structures and water quality basins in accordance with the Watershed Management Plan and Implementation Plan as follows:

a) The NRD shall establish a Watershed Fund and utilize the Watershed Fees received to pay approximately one-third ( $1/3$ ) of required capital costs of constructing the regional detention structures and water quality basins, including the cost of obtaining necessary land rights. The remaining approximately two-thirds ( $2/3$ ) of such capital costs shall be paid by the NRD from the proceeds of its general property tax levying authority and from contributions from developers and other cooperators that the NRD may be able to obtain.

**9. Title to Property.** Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by members of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the members of the Partnership in proportion to their total contributions to the Partnership Fund and Watershed Fee Fund.

**10. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

**11. Effective Date:** This Agreement shall become effective on August 1, 2009.



- 12. Duration of Agreement:** This Agreement shall be in effect for a period of five (5) years from and after its effective date.
- 13. Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another member of the Partnership during the term of and pursuant to this Agreement.
- 14. Additional Planning and Implementation.** The members of the Partnership may amend or supplement this Agreement from time to time as may be deemed necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

**IN WITNESS WHEREOF,** this Agreement is entered into by the members of the Partnership pursuant to resolutions duly adopted by their respective governing boards.

**[Signature page(s) next]**

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Bellevue, Nebraska on this \_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE CITY OF BELLEVUE, NEBRASKA

BY

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Village of Boys Town, Nebraska on this \_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE VILLAGE OF BOYS TOWN, NEBRASKA

BY

\_\_\_\_\_  
CHAIRMAN, VILLAGE BOARD

Attest:

\_\_\_\_\_  
VILLAGE CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Gretna, Nebraska on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE CITY OF GRETNA, NEBRASKA

BY

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of LaVista, Nebraska on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE CITY OF LAVISTA, NEBRASKA

BY \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Omaha, Nebraska on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE CITY OF OMAHA, NEBRASKA

BY

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Papillion, Nebraska on this \_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE CITY OF PAPILLION, NEBRASKA

BY

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Ralston, Nebraska on this \_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE CITY OF RALSTON, NEBRASKA

BY \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the County of Sarpy, Nebraska on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

THE COUNTY OF SARPY, NEBRASKA

BY

\_\_\_\_\_  
CHAIRPERSON, COUNTY BOARD

Attest:

\_\_\_\_\_  
COUNTY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
FOR CONTINUATION OF THE  
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Papio-Missouri River Natural Resources District on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

BY \_\_\_\_\_  
GENERAL MANAGER

## Exhibit A

### NPDES Phase II Stormwater Management Plan

# NPDES Phase II Stormwater Management Plan

## #1: Public Education & Outreach

BMP #	SWMP Element Description	Measurable Commitments & Implementation Schedule
1.A	The applicant individually or as a member of the Papillion Creek Watershed Partnership (PCWP) will distribute informational brochures on the proper disposal of household hazardous wastes and the availability of the Household Hazardous Waste facility.	Year 1 – 5: Print and distribute brochures. Include the following in Annual Report: <ul style="list-style-type: none"> <li>the quantity of waste received at the drop-off facility;</li> <li>a summary list of the distribution outlets used for brochures;</li> <li>an estimate of the brochures distributed each year.</li> </ul>
1.B	The applicant individually or as a member of the PCWP will issue public service announcements related to storm water protection on local TV, radio or print outlets.	Year 1 – 5: A summary of the activities will be included in the Annual Report.
1.C	The applicant individually or as a member of the PCWP will continue existing drain marking program to improve public awareness concerning illegal dumping utilizing volunteer services (e.g. Boy Scouts) which will address TMDL pollutants of concern.	Year 1 – 5: Mark approximately 1,000 inlets annually and include a summary in the Annual Report.
1.D	The applicant as a member of the PCWP will hold a Sediment and Erosion Control Seminar for the developers, builders, engineers, vendors, and graders which will address TMDL pollutants of concern.	Year 1 – 5: Annual Sediment and Erosion Control Seminar. Include a summary of the approximate number of participants in Annual Report.
1.E	The applicant individually or as a member of the PCWP will work collaboratively with other community organizations to develop a campaign aimed at picking up pet waste which will address TMDL pollutants of concern.	Year 1: Develop outreach material and partnerships. Year 2 - 5: Distribute information. Provide an estimate of number of brochures distributed and activities targeted.
1.F	The applicant individually or as a member of the PCWP will develop materials and displays associated with BMP demonstration projects installed with Stormwater Management Program Plan funds from NDEQ.	Year 1 -5: Provide a narrative and examples of materials developed in annual report.
1.G	Develop a PCWP Stormwater Program Web Site, including but not limited to storm water related information and provide educational information targeted for residents, children, and industries which will address TMDL pollutants of concern.	Year 1-5: Develop, operate and maintain a PCWP Stormwater Web site. Include a narrative in the Annual Report describing the functions of the website.



1.H	The applicant individually or as a member of the PCWP will utilize the cooperative efforts of the Lower Platte Weed Management Area to address water quality issues associated with purple loosestrife and phragmites where possible.	Year 1-5. Provide a narrative in the annual report that reflects the current infestations and control efforts.
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## # 2: Public Participation and Involvement

BMP #	SWMP Element Description	Measurable Commitments & Implementation Schedule
2.A	The applicant individually or as a member of the PCWP will operate a stormwater hotline and web based complaint system for Watershed (general information, complaints, reports of illegal dumping, etc.).	Years 1 - 5: Maintain system operation and include summary of received calls/emails in the Annual Report.
2.B	The applicant individually or as a member of the PCWP will participate in organizing and hold open houses on Papillion Creek Watershed Partnership activities.	Years 1 - 5: A summary of activities will be included in the Annual Report.
2.C	The applicant individually or as a member of the PCWP will continue to implement a stream Cleanup Day. Utilize Keep Omaha Beautiful to identify stream segments in need of cleanup and recruit volunteers from the local area, public groups, and representatives from local area business and developments.	Years 1 - 5: Conduct one clean-up day each year. A summary of the clean-up day activities will be included in the Annual Report.
2.D	The applicant individually or as a member of the PCWP will provide tours of UndertheSink, household hazardous waste facility, for schools and neighborhood organizations to learn about the proper way to manage household chemicals and about stormwater treatment systems installed at the site.	Year 1 - 5: Provide a summary of the tours conducted on an annual basis for the annual report. Document when BMPs are installed and included in the tour.
2.E	The applicant as a member of the PCWP will hold World O! Water Festival focused on elementary school aged children to celebrate Clean Water and engage in water quality related activities.	Year 1-5: Hold event annually. Report estimated number of participants in Annual Report.
2.F	The applicant individually or as member of the PCWP will participate in community organizations, conferences, workshops, and web casts related to water quality and stormwater management.	Year 1- 5: Report number of staff attending, dates, location, and description of events.

### # 3: Illicit Discharge Detection and Elimination

BMP #	SWMP Element Description	Measurable Commitments & Implementation Schedule
3.A	The applicant will perform dry-weather inspections including Physical Characteristics Examinations of storm water outfalls 72" or greater and any outfalls with documented complaints.	Year 1 – 5: Inspect and record observations. Include a count of outfalls inspected in the Annual Report.
3.B	The applicant will investigate and seek resolution concerning any dry weather discharges by notifying the source that they must discontinue discharging, and initiate enforcement action consistent with adopted ordinance which will also address any TMDL pollutants of concern. Any source that the applicant feels constitutes an immediate health or safety threat will be reported immediately to the NDEQ.	Year 1 – 5: The following information will be included in the Annual Report: <ul style="list-style-type: none"> <li>the number of process or potentially polluted wastewater sources found;</li> <li>the number of above resolved at local level; and</li> <li>the identity of any referred and/or unresolved discharge sources.</li> </ul>
3.C	The applicant will perform dry weather inspection of storm water outfalls, including smaller outlets and those that discharge to lesser tributaries or other storm conduits, in response to suspect conditions and/or complaints.	Year 1 – 5: Inspect and record observations. Included a count for outfalls inspected in the Annual Report.
3.D	The applicant will enforce existing ordinances/regulations prohibiting illicit discharge connections to storm sewers.	Year 1 -5: Summarize code violations and enforcement actions taken in annual report.
3.E	The applicant will maintain and prevent instances of sanitary sewer leakage into MS4 or waters of the state.	Year 1 -5: Summarize investigations of leakage and actions taken in Annual Report.
3.F	The applicant will maintain and update a sewer map of major storm water outfalls and identify the names of respective receiving waters.	Years 1 - 5: Map will be maintained electronically on City or County GIS.
3.G	The applicant will prevent, contain and respond to spills in the MS4. Review, as necessary, interdepartmental SOPs with respects to spills, dumping and illegal disposal that impacts the MS4.	Year 1-5: Summarize number of reports of spills and actions taken in Annual Report. Identify respective Department SOP and review date in Annual Report.

#### # 4: Construction Site Runoff Control

BMP #	SWMP Element Description	Measurable Commitments & Implementation Schedule
4.A	Maintain the PCWP construction site inspection and reporting web site and continue to make enhancements.	Year 1-5: Include a narrative in the annual report about major web site upgrades and the date implemented.
4.B	The applicant as a member of the PCWP will maintain a construction site inspection program that includes procedures for reporting, resolving deficiencies, and taking appropriate enforcement action consistent with adopted ordinances.	Years 1-5: The Annual Report will contain the following information relative to this commitment: 1) the number of inspections conducted in each of the following size categories: < 5 acres and > 5 acres 2) the number of sites receiving enforcement actions.
4.C	The applicant individually or as a member of the PCWP will maintain regulations and design specifications for controlling erosion, sediment loss, and other TMDL pollutants of concern from construction sites that disturb areas of 1 acre or more.	Year 1 -5: Provide a narrative description of any changes implemented in sediment and erosion control regulations or design specifications in the annual report.
4.D	The applicant individually or as a member of the PCWP will maintain a program for performing review of Grading Permit applications to ensure compliance with applicable regulations and design specifications.	Year 1 -5: Summarize the number of grading permit issued on an annual basis.

**# 5: Post-construction Runoff Control**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
5.A	The applicant individually or as a member of the PCWP will develop a guidance document for Post-Construction Stormwater Management Plan.	Year 2: Develop guidance document for Post Construction Storm water Management Plan Year 2-5: Revise as necessary.
5.B	The applicant individually or as a member of the PCWP will develop a database of existing structural BMPs (private and public) that reduce the impact of urbanization on storm water run-off and improve water quality and enhance other amenities and activities such as green space, parks and recreation, urban planning, aesthetics, and public safety.	Year 2: Coordinate with engineering firms and the NRD to identify existing BMPs and their location. Year 3: Develop a database and GIS map of BMPs.
5.C	The applicant will inspect annually and maintain (as necessary) the MS4 owned storm water BMP structures.	Year 1 -5: List BMPs inspected and summarize maintenance activity in Annual Report.
5.D	The applicant will revise stormwater BMP maintenance and inspection plan as needed.	Year 1-5: Review maintenance plan annually and include new structures. Make revisions as necessary. Report revisions and new structures in Annual Report.
5.E	The applicant individually or as a member of the PCWP will implement strategies, which include a combination of structural and or non-structural BMPs appropriate for the watershed, which will address potential TMDL pollutants of concern. Non-structural BMP's, including improved planning and site design, shall be a priority. Evaluate these strategies and implement changes as necessary to improve water quality and address potential TMDL pollutants of concern.	Year 1 -5: Summarize strategies in the Annual Report.

**# 6: Pollution Prevention/Good Housekeeping for Municipal Operations**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
6.A	The applicant will maintain Stormwater Pollution Prevention Plans (SWPPP) for all the MS4's maintenance facilities to identify BMPs implemented. Review SWPPP annually and update as necessary. If facilities can certify no exposure, review annually to verify no exposure condition exists and document that a SWPPP is not required. Inspect all facilities annually.	Year 1 -2: Develop SWPPP for maintenance facilities. Year 3-5: Review and Revise SWPPP. Summarize efforts in Annual Report.
6.B	The applicant will inspect storm sewer conduits, channels and catch basins and remove and properly dispose of sediment and debris as needed to maintain an efficient system within permitted area.	Year 1 - 5: Report maintenance activities in the Annual Report.
6.C	The applicant individually or as a member of the PCWP will provide training for employees to prevent pollutant runoff from municipal operations at the applicant's maintenance facilities.	Years 1 – 5: Provide training for employees and include summary in Annual Report of when training was held and number of attendees.
6.D	The applicant will provide for street cleaning in the following areas: <ul style="list-style-type: none"> <li>• Residential</li> <li>• Business</li> <li>• Major Streets</li> <li>• Other areas in conjunction with special projects</li> </ul>	Year 1 – 5: Summarize street cleaning activities in Annual Report.
6.F	The applicant's staff that apply pesticides will be trained in a certification program that complies with FIFRA regulations.	Year 1 -5: Report total number of Staff certified each year in the Annual Report.
6.G	The applicant will continue to minimize pesticide and fertilizer use on publically maintained properties.	Year 1 -5: Summarize efforts in Annual Reports.



## #8: Storm Water Monitoring Plan

SWMP Element #	SWMP Element Description	Measurable Commitments & Implementation Schedule
8.A	<p>The applicant as a member of the PCWP will conduct in-stream water quality monitoring of named creeks in the Papillion Creek Watershed. Collect samples from at least 4 sites located in the Papillion Creek Watershed. Samples will be collected from May through August one day a week and analyzed for the following parameters: BOD5, TSS, ammonia nitrogen, nitrate-nitrogen, total nitrogen, soluble and total phosphorus, turbidity, pH, E coli, and Physical Characteristic Examinations. The purpose of the monitoring will be to evaluate the effectiveness of storm water management practices in the Papillion Creek watershed as they relate to potential TMDL pollutants of concern.</p> <p>List of potential sites:  170 and Highway 36 (Big Papio)  77<sup>th</sup> and L Street (Big Papio)  76<sup>th</sup> and L Street (Little Papio)  Ft. Crook Road – USGS station (Papillion Creek)</p>	<p>Year 1- 5: Conduct monitoring  The following information shall be included in the Annual Activity Report:</p> <ul style="list-style-type: none"> <li>• The monitoring data;</li> <li>• A summary report on the findings relative to SWMP efforts;</li> <li>• Any modifications of monitoring locations or procedures.</li> </ul>
8.B	<p>The applicant as a member of the PCWP will develop an assessment monitoring plan for demonstration BMPs. Evaluate the effectiveness of the selected BMPs to treat storm water for the TMDL pollutants of concern and other water quality benefits. Consider implementation of refinements to the BMPs, which would improve their effectiveness.</p> <p>One aspect of the monitoring plan will include the collection stream samples on the segment that runs through Orchard Park to establish baseline conditions for BMP assessment purposes.</p> <p>Additionally, the plan will address how the applicant proposed to use stream samples collected in dry weather and wet weather, as described in 8.A above, to estimate the pollutant masses discharged on an event basis and an annual basis.</p>	<p>Year 1 – 2: Visually document and monitor the installation of the demonstration BMPs. Installation is expected to be complete by the end of Year 2. Provide a narrative to report progress in Annual Report.</p> <p>Year 2: Develop the BMP assessment monitoring plan and submit to NDEQ for approval as an attachment to the Annual Report.</p> <p>Years 3 - 5: Conduct monitoring.  The following information shall be included in the Annual Activity Report:</p> <ol style="list-style-type: none"> <li>1) the location of the monitoring site</li> <li>2) the intensity and duration of the storm event monitored;</li> <li>3) the timing of sampling in comparison to the occurrence of the storm event and to the discharge of peak storm water flows;</li> <li>4) the monitoring data; and</li> <li>5) a summary report on the findings of the removal rates of the constituents monitored for the BMPs.</li> </ol>

## Exhibit B

### Stormwater Management Policies

# PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

## POLICY GROUP #1: WATER QUALITY IMPROVEMENT

**ISSUE:** Waters of the Papillion Creek Watershed are impaired.

**“ROOT” POLICY:** Improve water quality from all contributing sources, including but not limited to, agricultural activities, urban stormwater, and combined sewer overflows, such that waters of the Papillion Creek Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

### SUB-POLICIES:

- 1) Water Quality LID shall be required on all new developments and significant redevelopments.
- 2) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and stream bank erosion), sedimentation, nutrient and chemical contamination. Buffer strips and riparian corridors should be established along all stream segments.
- 3) Preserve and protect wetland areas to the fullest extent possible to maintain natural hydrology and improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff. Reestablishment of previously existing wetlands and the creation of new wetlands should be promoted. Any impacted wetlands shall be mitigated at a 3:1 ratio.
- 4) Support NDEQ in an accelerated TMDL development process that addresses potential pollutant sources in a fair and reasonable manner based on sound technical data and scientific approach.
- 5) Implement Best Management Practices (BMPs) that reduce both urban and rural pollution sources, maintain or restore designated beneficial uses of streams and surface water impoundments, minimize soil loss, and provide sustainable production levels. Water quality basins shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan.

### REFERENCE INFORMATION

#### DEFINITIONS:

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Best Management Practice (BMP). “A technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of

## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

stormwater runoff in the most cost-effective manner.” *[Source: U.S. Environmental Protection Agency (EPA)]*

- 4) Total Maximum Daily Load (TMDL). A calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. Water quality standards are set by States, Territories, and Tribes. They identify the uses for each waterbody, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non-point sources. The calculation must include a margin of safety to ensure that the waterbody can be used for the purposes the State has designated. The calculation must also account for seasonal variation in water quality. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs, and for Nebraska such standards and programs are administered by the Nebraska Department of Environmental Quality. *[Source: EPA and Nebraska Surface Water Quality Standards, Title 117].*

# **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

## **POLICY GROUP #2: PEAK FLOW REDUCTION**

### **ISSUE**

Urbanization within the Papillion Creek Watershed has and will continue to increase runoff leading to more flooding problems and diminished water quality.

### **ROOT POLICY**

Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions.

### **SUB-POLICY**

- 1) Regional stormwater detention facilities and other structural and non-structural BMPs shall be located in general conformance with an adopted Papillion Creek Watershed Management Plan and shall be coordinated with other related master planning efforts for parks, streets, water, sewer, etc.
- 2) Maximum LID shall be required to reduce peak discharge rates on all new developments and significant redevelopments as identified in the Papillion Creek Watershed Management Plan.
- 3) All significant redevelopment shall maintain peak discharge rates during the 2, 10, and 100-year storm event under baseline land use conditions.

### **REFERENCE INFORMATION**

### **DEFINITIONS**

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use condition, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 3) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
- 4) Peak Discharge or Peak Flow. The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the lower-most drainage outlet(s) from a new development or significant redevelopment.

## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

- 5) Regional Stormwater Detention Facilities. Those facilities generally serving a drainage catchment area of 500 acres or more in size.
- 6) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 7) Full Build-Out Land Use Conditions. Fully platted developable land use conditions for the combined portions of the Papillion Creek Watershed that lie in Douglas and Sarpy Counties that are assumed to occur by the Year 2040, plus the projected 2040 land uses within the Watershed in Washington County; or as may be redefined through periodic updates to the respective County comprehensive plans.



# PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

## POLICY GROUP #3: LANDSCAPE PRESERVATION, RESTORATION, AND CONSERVATION

**ISSUE:** Natural areas are diminishing, and there is a need to be proactive and integrate efforts directed toward providing additional landscape and green space areas with enhanced stormwater management through restoration and conservation of stream corridors, wetlands, and other natural vegetation.

**“ROOT” POLICY:** Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

### SUB-POLICIES:

- 1) Incorporate stormwater management strategies as a part of landscape preservation, restoration, and conservation efforts where technically feasible.
- 2) Define natural resources for the purpose of preservation, restoration, mitigation, and/or enhancement.
- 3) For new development or significant redevelopment, provide a creek setback of 3:1 plus 50 feet along all streams as identified in the Papillion Creek Watershed Management Plan and a creek setback of 3:1 plus 20 feet for all other watercourses.
- 4) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, creek setbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an out lot or within public right of way or otherwise approved easement.

### REFERENCE INFORMATION

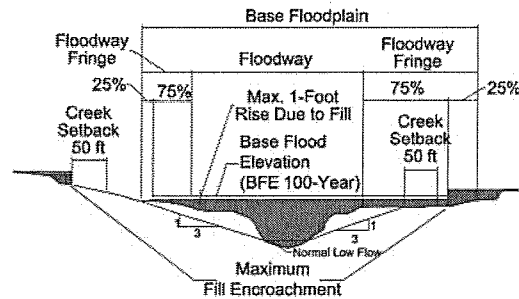
### DEFINITIONS

- 1) Creek Setback. See Figure 1 below and related definitions in Policy Group #5. A setback area equal to three (3) times the channel depth plus fifty (50) feet (3:1 plus 50 feet) from the edge of low water on both sides of channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles or sign structures adjacent to any watercourse defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback area and the setback area must be protected with adequate erosion controls or other Best Management Practices, (BMPs). The outer 30 feet adjacent to the creek setback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements.

A property can be exempt from the creek setback requirement upon a showing by a licensed professional engineer or licensed landscape architect that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the stream will be endangered by erosion

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

or lack of lateral support. In the event that the structure is adjacent to any stream which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the creek setback requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, applicable rights-of-way must be provided and a minimum 20 foot corridor adjacent thereto.



**Figure 1 – Floodway Fringe Encroachment and Creek Setback Schematic**

### DEFINITIONS

- 1) **Base Flood.** The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) **Floodway.** The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.
- 3) **Floodway Fringe.** That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) **Floodplain.** The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) **Watercourse.** Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 6) **Low Chord Elevation.** The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) **Updated Flood Hazard Maps.** The remapping of flooding sources within the Papillion Creek Watershed where Digital Flood Insurance Rate Maps (DFIRMs) are based on 2004 or more recent conditions hydrology and full-build out conditions hydrology. West Papillion Creek and its tributaries are currently under remapping and will become regulatory in 2009. Updating flood hazard maps for Big Papillion Creek and Little Papillion Creek are planned to be completed in the future.
- 8) **New Development.** New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.

# **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

## **POLICY GROUP #4: EROSION AND SEDIMENT CONTROL AND OTHER BMPs**

**ISSUE:** Sound erosion and sediment control design and enforcement practices are needed in order to protect valuable land resources, stream and other drainage corridors, and surface water impoundments and for the parallel purpose of meeting applicable Nebraska Department of Environmental Quality regulatory requirements for construction activities that disturb greater than one acre.

**“ROOT” POLICY:** Promote uniform erosion and sediment control measures by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements, including the adoption of the Omaha Regional Stormwater Design Manual.

### **SUB-POLICIES:**

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other Stormwater Management Policies.
- 3) Sediment storage shall be incorporated with all regional detention facilities where technically feasible.

### **REFERENCE INFORMATION**

### **DEFINITIONS**

- 1) Erosion Control. Land and stormwater management practices that minimize soil loss caused by surface water movement.
- 2) Sediment Control. Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving streams and surface water impoundments.

# PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

## POLICY GROUP #5: FLOODPLAIN MANAGEMENT

**ISSUE:** Continued and anticipated development within the Papillion Creek Watershed mandates that holistic floodplain management be implemented and maintained in order to protect its citizens, property, and natural resources.

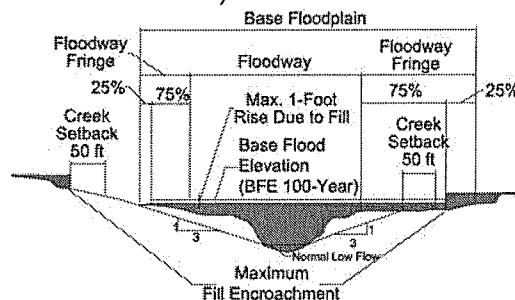
**“ROOT” POLICY:** Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations.

### SUB-POLICIES:

- 1) Floodplain management coordination among all jurisdictions within the Papillion Creek Watershed and the Papio-Missouri River Natural Resources District (P-MRNRD) is required.
- 2) Flood Insurance studies and mapping throughout the Papillion Creek Watershed shall be updated using current and full-build out conditions hydrology.
- 3) Encroachments for new developments or significant redevelopments within floodway fringes shall not cause any increase greater than one (1.00) foot in the height of the full build-out base flood elevation using best available data.
- 4) Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the floodway fringe in the floodplain development application project area, unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a floodway overlay zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 5) The low chord elevation for bridges crossing all watercourses within FEMA designated floodplains shall be a minimum of one (1) foot above the base flood elevation for full-build out conditions hydrology using best available data.
- 6) The lowest first floor elevation of buildings associated with new development or significant redevelopment that are upstream of and contiguous to regional dams within the Papillion Creek Watershed shall be a minimum of one (1) foot above the 500-year flood pool elevation.

### REFERENCE INFORMATION

**DEFINITIONS** (See Figure 1 below and related definitions in Policy Group #3: Landscape Preservation, Restoration, and Conservation).



**Figure 1 – Floodway Fringe Encroachment and Creek Setback Schematic**

## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

- 1) Base Flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*
- 2) Floodway. The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.
- 3) Floodway Fringe. That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) Floodplain. The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) Watercourse. Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 6) Low Chord Elevation. The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) Updated Flood Hazard Maps. The remapping of flooding sources within the Papillion Creek Watershed where Digital Flood Insurance Rate Maps (DFIRMs) are based on 2004 or more recent conditions hydrology and full-build out conditions hydrology. West Papillion Creek and its tributaries are currently under remapping and will become regulatory in 2009. Updating flood hazard maps for Big Papillion Creek and Little Papillion Creek are planned to be completed in the future.
- 8) New Development. New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.

### **BASIC FEMA REQUIREMENTS**

On March 1, 2003, FEMA became part of the U.S. Department of Homeland Security (DHS). In order for a community to participate in the FEMA National Flood Insurance Program, it must first define base flood elevations and adopt a floodway for all its major streams and tributaries. Once a community adopts its floodway, the requirements of *44 CFR 60.3(d)* must be fulfilled. The key concern is that each project in the floodway must receive an encroachment review; i.e., an analysis to determine if the project will increase flood heights or cause increased flooding downstream. Note that the FEMA regulations call for preventing any increase in flood heights. Projects, such as filling, grading or construction of a new building, must be reviewed to determine whether they will obstruct flood flows and cause an increase in flood heights upstream or adjacent to the project site. Further, projects, such as grading, large excavations, channel improvements, and bridge and culvert replacements should also be reviewed to determine whether they will remove an existing obstruction, resulting in increases in flood flows downstream. *[Adapted from Federal Emergency Management Agency guidance]*

# **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

## **POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING**

**ISSUE:** Regulatory requirements for stormwater management and implementation of Stormwater Management Policies intended to accommodate new development and significant redevelopment will impose large financial demands for capital and operation and maintenance beyond existing funding resources.

**“ROOT” POLICY:** Dedicated, sustainable funding mechanisms shall be developed and implemented to meet capital and operation and maintenance obligations needed to implement NPDES Stormwater Management Plans, Stormwater Management Policies, and the Papillion Creek Watershed Management Plan.

### **SUB-POLICIES:**

- 1) All new development and significant redevelopment will be required to fund the planning, implementation, and operation and maintenance of water quality LID.
- 2) A Watershed Management Fee system shall be established to equitably distribute the capital cost of implementing the Papillion Creek Watershed Management Plan among new development or significant redevelopment. Such Watershed Management Fee shall only apply to new development or significant redevelopment within the Papillion Creek Watershed and the initial framework shall consist of the following provisions:
  - a. Collection of fees and public funding shall be earmarked specifically for the construction of projects called for in the Papillion Creek Watershed Management Plan, including Maximum LID costs such as on site detention, regional detention basins, and water quality basins.
  - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas within the Papillion Creek Watershed.
  - c. Watershed Management Fees (private) are intended to account for approximately one-third (1/3) of required capital funds and shall be paid to the applicable local zoning jurisdiction with building permit applications.
  - d. Watershed Management Fee revenues shall be transferred from the applicable local zoning jurisdiction to a special P-MRNRD construction account via inter-local agreements.
  - e. The P-MRNRD (public) costs are intended to account for approximately two-thirds (2/3) of required capital funds, including the cost of obtaining necessary land rights, except as further provided below; and the P-MRNRD shall be responsible for constructing regional detention structures and water quality basins using pooled accumulated funds.
  - f. The P-MRNRD will seek general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
  - g. Financing for Papillion Creek Watershed Management Plan projects may require public-private partnership agreements between the P-MRNRD and developers/S&IDs on a case-by-case basis.
  - h. On approximately three (3)-year intervals, the Papillion Creek Watershed Management Plan and Watershed Management Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of



## **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

needed funds and rate of development within the Papillion Creek Watershed by the parties involved (local zoning jurisdictions, P-MRNRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the P-MRNRD.

- 3) A Stormwater Utility Fee System shall be established to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within NPDES Phase I or II municipal jurisdictions.
  - a. NPDES Phase I and II cities and counties should actively seek legislation from the Nebraska Legislature to allow for the establishment of an equitable stormwater utility fee.
  - b. The initial framework for the Stormwater Utility Fee System should consist of the following provisions provided Nebraska statutes allow for such a fee:
    - i. A county or city shall establish by resolution user charges to be assessed against all real property within its zoning jurisdiction and may issue revenue bonds or refunding bonds payable from the proceeds of such charges, all upon terms as the county board or city council determines are reasonable.
    - ii. Such charges shall be designed to be proportionate to the stormwater runoff contributed from such real property and based on sound engineering principles.
    - iii. Such charges should provide credits or adjustments for stormwater quantity and quality BMPs utilized in order to encourage wise conservation and management of stormwater on each property.
    - iv. Such charges shall be collected in a manner that the county or city determines as appropriate and shall not be determined to be special benefit assessments.
    - v. A county or city shall establish a system for exemption from the charges for the property of the state and its governmental subdivisions to the extent that it is being used for a public purpose. The local elected body shall also provide an appeals process for aggrieved parties.
    - vi. A county shall not impose these charges against real property that is being charged user charges by a city.
    - vii. Any funds raised from a Stormwater Utility Fee shall be placed in a separate fund and shall not be used for any purpose other than those specified.

### **REFERENCE INFORMATION**

### **DEFINITIONS**

- 1) Stormwater Management Policies. Stormwater management policies developed by the Technical Workgroup and Policy Workgroup that were commissioned by the Papillion Creek Watershed Partnership (PCWP) subsequent to the "Green, Clean, and Safe" initiatives developed through the "Watershed by Design" public forums conducted in 2004 and 2005 and subsequently revised by the PCWP in 2009. The

## PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES

following policy groups contain “root” policies and sub-policies for stormwater management that have been developed in addition to the Stormwater Management Financing Policy Group herein:

- Policy Group #1 – Water Quality Improvement
  - Policy Group #2 – Peak Flow Reduction
  - Policy Group #3 – Landscape Preservation, Restoration, and Conservation
  - Policy Group #4 – Erosion and Sediment Control and Other BMPs
  - Policy Group #5 – Floodplain Management
- 2) Stormwater Management Plan (SWMP). A SWMP is a required part of the NPDES Phase II Stormwater Permits issued to many of the Omaha metropolitan area Papillion Creek Watershed Partnership (PCWP) members. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective PCWP partners.
  - 3) Comprehensive Development Plans. Existing plans developed by local jurisdictions that serve as the basis for zoning and other land use regulations and ordinances. The Stormwater Management Policies are to be incorporated into the respective Comprehensive Development Plans.
  - 4) Policy Implementation. The implementation of the policies will be through the development of ordinances and regulations, in years 3 through 5 of the NPDES permit cycle; that is, by the year 2009. Ordinances and regulations are intended to be consistent for, and adopted by, the respective PCWP members. Such ordinances and regulations shall need to be consistent with the Comprehensive Development Plans of the respective PCWP members.
  - 5) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
  - 6) Water Quality LID. A level of LID using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
  - 7) Maximum LID. A level of LID using strategies, including water quality LID and on-site detention, designed not to exceed peak discharge rates of more than 0.2 cfs/acre during the 2-year storm event or 0.5 cfs/acre during the 100-year storm event based on the contributing drainage from each site, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.
  - 8) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries. That which existed in 2007 for all areas not within the Papillion Creek Watershed.

# **PAPILLION CREEK WATERSHED STORMWATER MANAGEMENT POLICIES**

## **BASIS FOR STORMWATER MANAGEMENT FINANCING ISSUE**

- 1) Time is of the essence for policy development and implementation:
  - a) Under the existing Phase II Stormwater Permits issued by the Nebraska Department of Environmental Quality, permittees must develop strategies, which include a combination of structural and/or non-structural best management practices and incorporate them into existing Comprehensive Development Plans by the end of 2009.
  - b) The S&ID platting process is typically several years ahead of full occupation of an S&ID. Therefore, careful pre-emptive planning and program implementation is necessary in order to construct regional stormwater detention and water quality basin improvements in a timely manner to meet the purposes intended and to avoid conflicts from land use encroachments from advancing development.
- 2) Financing to meet capital and O&M obligations for stormwater management projects requires a comprehensive, uniformly applied approach and not a project-by-project approach.

## Exhibit C

### Stormwater Management Plan Elements Shared by the Partnership

## EXHIBIT C

### Stormwater Management Elements Shared by the Partnership

#1 <i>Public Education and Outreach</i>		Lead Partnership Member(s)
1.A	Household Hazardous Waste Public Info	City of Omaha
1.B	Public Service Announcements (PSAs)	P-MRNRD
1.E	Pet Waste Outreach	City of Omaha
1.F	Public BMP Display and Materials	P-MRNRD
1.G	Web Site	City of Omaha
1.H	Weed Management	P-MRNRD

#2 <i>Public Participation and Involvement</i>		Lead Partnership Member(s)
2.A	Stormwater Hotline Administration	City of Omaha
2.B	Public Meetings	P-MRNRD
2.C	Stream and Lake Clean-up Day	City of Omaha
2.D	Under the Sink Tours	City of Omaha

#3 <i>Illicit Discharge Detection and Elimination</i>		Lead Partnership Member(s)
3.A	Storm Water Outlet Inspection	City of Omaha

#4 <i>Construction Site Runoff Control</i>		Lead Partnership Member(s)
4.A	Maintain Construction Site Reporting Web Site	City of Omaha
4.B	Perform Construction Site Inspection	City of Omaha
4.C	Maintain Regulations and Design Specifications	City of Omaha
4.D	Provide Professional Review of Grading Plans	P-MRNRD

#5 <i>Post-Construction Runoff Control</i>		Lead Partnership Member(s)
5.A	Develop and Maintain Post-Construction Guidance Document	City of Omaha
5.B	Develop and Maintain Database of Post-Construction BMPs	PMRNRD
5.D	Maintain Stormwater BMP and Maintenance Plan	City of Omaha
5.E	Plan and Implement Structural and Non-structural Strategies	P-MRNRD

#6 <i>Pollution Prevention/Good Housekeeping</i>		Lead Partnership Member(s)
6.C	Employee Training Program	City of Omaha

#7 <i>Storm Water Monitoring Plan</i>		Lead Partnership Member(s)
7.A	Outfall Water Quality Monitoring	City of Omaha
7.B	Stream Quality Monitoring	City of Omaha

## Exhibit D

### Maximum Annual Contribution



## EXHIBIT D

<u>Agency</u>	<u>Second Column Initial Contribution</u>	<u>Third Column Percentage</u>
Bellevue	\$20,000	5.4%
Boystown	\$1,000	0.3%
Gretna	\$1,000	0.3%
La Vista	\$5,000	1.4%
Omaha	\$187,500	43.2%
Papillion	\$7,000	1.9%
Ralston	\$2,500	0.7%
Sarpy County	\$55,000	14.9%
Papio NRD	\$90,000	<u>24.4%</u>
TOTALS	\$369,000	100.0%

## Exhibit E

### Watershed Management Plan

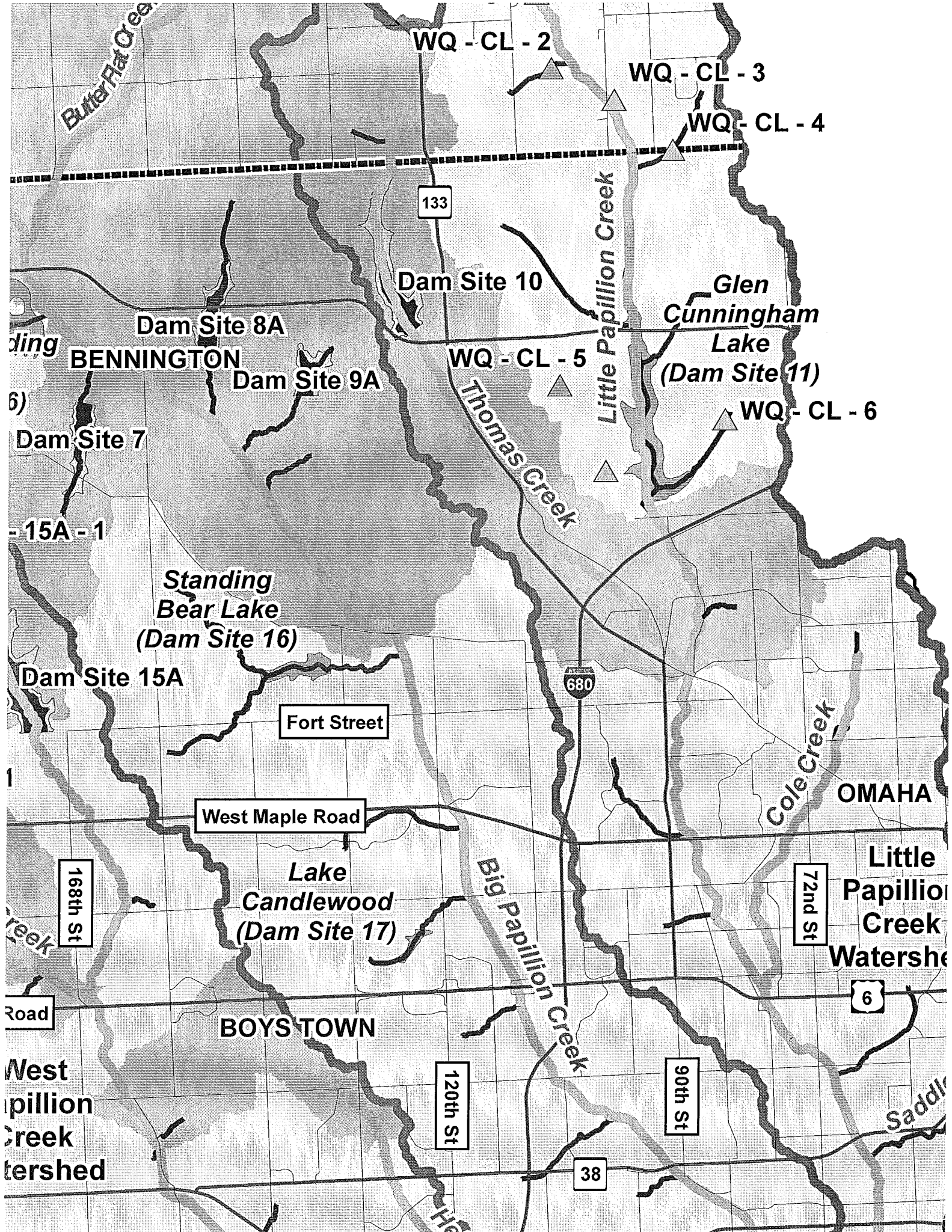


Exhibit F

Implementation Plan

# Papillion Creek Watershed Implementation Plan (Years 2011-2013)

## Program Projects Components

### Water Quality

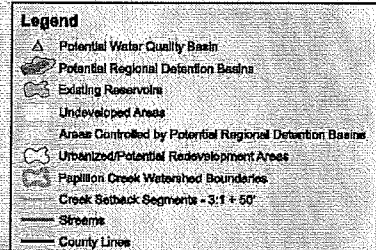
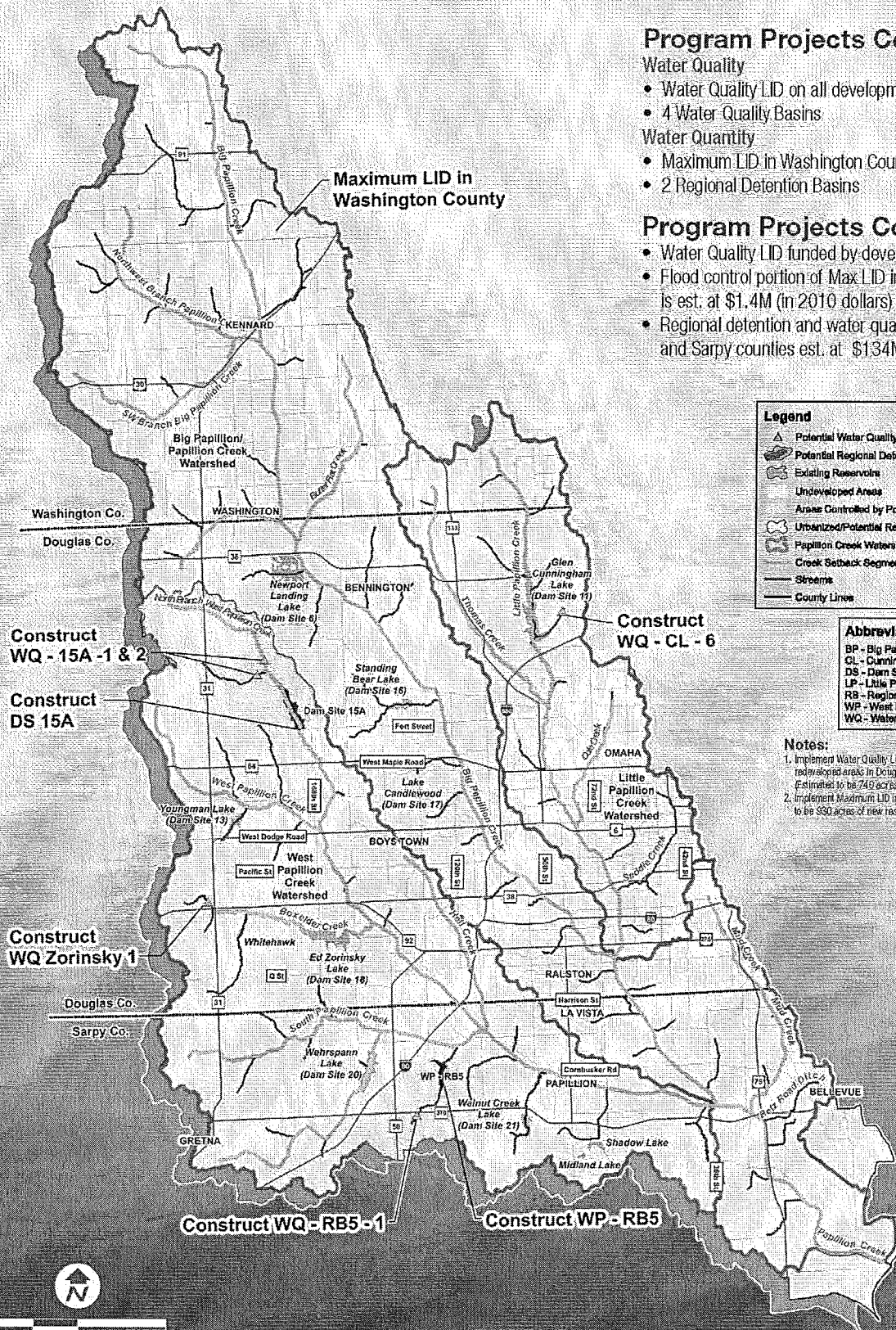
- Water Quality LID on all development
- 4 Water Quality Basins

### Water Quantity

- Maximum LID in Washington County
- 2 Regional Detention Basins

## Program Projects Costs

- Water Quality LID funded by development
- Flood control portion of Max LID in Washington County is est. at \$1.4M (in 2010 dollars)
- Regional detention and water quality basins in Douglas and Sarpy counties est. at \$134M (in 2010 dollars)



**Abbreviations**

BP	- Big Papillion Creek
CL	- Cunningham Lake
DS	- Dam Site
LP	- Little Papillion Creek
RB	- Regional Basin
WP	- West Papillion Creek
WQ	- Water Quality

### Notes:

1. Implement Water Quality LID in all new or significantly redeveloped areas in Douglas and Sarpy Counties. Estimated to be 749 acres.
2. Implement Maximum LID in Washington County. Estimated to be 930 acres of new residential estates development.





**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADOPTION OF THE 2010-2014 CAPITAL IMPROVEMENT PROGRAM (CIP)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution has been prepared approving the 2010-2014 Capital Improvement Program (CIP).

**FISCAL IMPACT**

Capital Improvement Projects recommended for funding in 2010 have been incorporated into the FY 10 Capital Budget.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The purpose of the Capital Improvement Program (CIP) is to develop a five year plan that systematically examines the City's infrastructure and capital needs. It is intended to be reviewed and updated on an annual basis to reflect the changing needs of the community and the availability of financial resources. The CIP is a planning document and does not authorize or fund projects.

A draft of the 2010-2014 CIP was presented to Council at the strategic planning session in February. The Committee's recommendation at that time was to focus available resources on improvements to the City's roadways and to delay the park projects submitted for 2010 until such time as the mini-park plans can be completed and a comprehensive improvement strategy developed for all of the City's park facilities. (A grant has been secured from the NRD and the remaining funds necessary to complete these plans have been budgeted for in 2010.) The roof replacement project at the City Hall/Community Center facility was also recommended to be delayed. The Capital Fund Budget presented at the budget workshops in July reflected these recommendations. Figures have been adjusted for carryover projects as it became clearer which projects would be completed this fiscal year and which would have to be carried over into 2010.

Fourteen new projects were submitted for the CIP this year, four of them in FY2010, and several other projects are carry-overs from 2009. The La Vista Commons study, the 84<sup>th</sup> Street visioning project, the construction of the La Vista link to the Keystone Trail, the storm sewer pipe lining project, and the Harrison Street project will not be completed and will have funds carried over into FY2010. Several large projects are still pending and are included in FY2010 including the District 1 Fire Station, the Thompson Creek project, the improvements to 132<sup>nd</sup> & Giles Road, the Giles Road retrofit and bridge slab project and the 108<sup>th</sup> & Chandler Road warning lights. The City has applied for a federal grant for construction of a new fire station and will not know the status of this application until the end of the year. We are still waiting for a response on the grant application that was submitted for the Thompson Creek project, although we have received positive feedback regarding its status. The Giles Road retrofit and bridge slab project as well as the 108<sup>th</sup> & Chandler Road warning lights

were approved for federal stimulus funding and we are very close to being able to start these projects. You will also notice that the Aquatic Facility project was not included in the CIP for 2010. It does show up again in 2011. It is anticipated that the City's 84<sup>th</sup> Street visioning project will be completed in early 2010 which will give the City Council an opportunity to make a decision regarding the future of the City's existing swimming pool. The 66<sup>th</sup> Street project has also been moved to 2011.

Project requests for FY10 total \$10,273,825 with funding proposed from a variety of sources. All streets projects with the exception of the Giles Road retrofit/bridge slab project and the 108<sup>th</sup> & Chandler Road warning lights will be funded with sales tax dollars that are earmarked for street and other capital improvements (\$575,656). The Giles Road and Chandler Road projects have been approved for Federal stimulus dollars (\$1.183 million). The Fire Station construction, the Thompson Creek project and a major portion of the Keystone Trail Link project would be grant funded (\$7.96 million). The Lottery Fund will pay for project costs totaling \$35,105, and the General Fund will finance project costs totaling \$30,000. Remaining project costs will be funded by inter-agency transfers (\$25,000), general obligation bonds (\$398,898) and other outside funding sources (CDBG reuse funds of \$68,000). These projects make up the FY10 Capital Budget.

The Planning Commission has held a public hearing, reviewed the CIP, and recommends approval of the plan to Council.



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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE 2010-2014 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR INFRASTRUCTURE AND OTHER CAPITAL IMPROVEMENTS FOR THE CITY OF LA VISTA.

WHEREAS, the City of La Vista's Capital Improvement Program (CIP) document has been prepared and presented to Council; and

WHEREAS, the La Vista Planning Commission has reviewed the 2010-2014 Capital Improvement Program (CIP) for the City of La Vista and recommends to Council approval of the Plan, and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's 2010-2014 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 2010-2014 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the La Vista City Council.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 2010-2014 Capital Improvement Program (CIP) for infrastructure and other capital improvements for the City of La Vista as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2009.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND THE COMPENSATION ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

An ordinance to amend the compensation ordinance has been prepared to make two minor corrections:

- The range for the Mechanic position should be 318; it was inadvertently changed to one of the new PFP ranges.
- The hourly rate for 316 in the table should be \$15.98; it was typed in as \$15.48.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

We discovered the above mentioned errors in the new compensation ordinance and have prepared an updated version to correct them accordingly. Nothing else has changed in the ordinance.

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

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$4,320.00 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$10,800.00 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. City Administrator	215
City Clerk	205
City Engineer/Asst. Public Works Director	210
Community Development Director	210
Finance Director	210
Fire Chief	210
Library Director	205
Police Chief	215
Public Buildings and Grounds Director	200
Public Works Director	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. Golf Superintendent	140
Asst. Recreation Director	175
Chief Building Official	175
Community Relations Coordinator	150
Deputy City Clerk/Office Manager	165
Golf Course Services Manager	165
Golf Course Superintendent	175
Human Resources Generalist	165
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	190
Program Coordinator	160
Street Superintendent	180

**Section 6. Hourly Non-Exempt Employees.** The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, Table 300, and Table 400, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accountant	145
Accounting Clerk	130
Administrative Assistant	130
Mechanic	318-440
Building Inspector I	140
Building Inspector II	160
Code Enforcement Officer	130
Executive Assistant	140
Fire Training Officer	165
Foreman – B&G	160
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	311
Maintenance Worker II	316
Park Foreman	320
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Public Buildings & Grounds MWI	125
Public Buildings & Grounds MWII	130
Secretary II	125
Secretary/Receptionist	120
Sewer Foreman	320
Street Foreman	320
Shop Foreman	322

**Section 7. Part-Time and Temporary Employees.** The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	
Assistant Pool Manager	100
Circulation Clerk I	100
Clerical (PW)	100
Custodian	100
Evidence Technician	130
Intern/Special Projects (CD)	115
Lifeguard	100
Pool Manager	110
Recreation Supervisor	100
Seasonal GC Clubhouse & Grounds	100
Seasonal PW All Divisions 1-5 Years	100
Seasonal PW All Divisions 5+ Years	110
Shop Assistant	100
Special Services Bus Driver	110
Temporary/PT Professional (PW)	160

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council:

**Section 8. Pay for Performance.** Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 22 of this Ordinance. The base factor for fiscal year 2010 shall be set at three percent (3%).

**Section 9. Certification Incentive Pay for Chief Building Official and Building Inspectors.** Employees of the City in the positions of Chief Building Official and Building Inspector are eligible to receive a one time only incentive payment of \$1,000 for each certification obtained in an applicable construction field/trade. Such payment must be approved by the City Administrator.

Section 10. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 11. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 12. Longevity Pay for Salaried Full-Time Employees and Hourly Paid Full-Time Employees, Including Police Employees. Employees of the City in the positions set forth in Section 3 and Tables 300 and 400 of this Ordinance, including police positions, shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Tables 300 and 400 of this Ordinance, rounded to the nearest whole cent:

<u>Length of Service</u>	<u>Allowance Per Hour</u>
Over 7 Years	2.00% (or .02)
Over 10 Years	2.75% (or .0275)
Over 15 Years	4.00% (or .04)
Over 20 Years	4.50% (or .0450)

Section 13. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 14. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 15. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2007 through September 30, 2009," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 15.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours over time pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 15.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 17 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120.
- G. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Employees covered by the "Memorandum of Understanding" with the Public Works Employees Collective Bargaining Group shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.

Section 16. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 17. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 18. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 19. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 20. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

**Section 21. Vacation Entitlement.**

- A. All full-time employees whose employment is governed by the Agreement described in Section 15, Paragraph A. of this Ordinance shall earn and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment and successful completion of the initial or extended initial probationary period. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Exempt, Non-Exempt, and Permanent Part-Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.

**Section 22. Wage Tables.**

<b>Table 100</b> <b>Salaried Exempt Employees</b> <b>Hourly Non-Exempt Employees</b>						
Range		Minimum	Maximum	Range		Minimum      Maximum
100	Hourly	8.95	11.63	145	Hourly	16.30      21.18
	Monthly	1,551	2,016		Monthly	2,825      3,671
	Annual	18,616	24,190		Annual	33,904      44,054
110	Hourly	10.99	14.28	150	Hourly	17.13      22.25
	Monthly	1,905	2,475		Monthly	2,969      3,857
	Annual	22,859	29,702		Annual	35,630      46,280
115	Hourly	11.82	15.36	160	Hourly	18.79      24.40
	Monthly	2,049	2,662		Monthly	3,257      4,229
	Annual	24,586	31,949		Annual	39,083      50,752
120	Hourly	12.71	16.51	165	Hourly	20.01      26.00
	Monthly	2,203	2,862		Monthly	3,468      4,507
	Annual	26,437	34,341		Annual	41,621      54,080
125	Hourly	13.68	17.77	175	Hourly	23.59      30.63
	Monthly	2,371	3,080		Monthly	4,089      5,309
	Annual	28,454	36,962		Annual	49,067      63,710
130	Hourly	14.15	18.38	180	Hourly	26.14      33.95
	Monthly	2,453	3,186		Monthly	4,531      5,885
	Annual	29,432	38,230		Annual	54,371      70,616
140	Hourly	15.48	20.11	190	Hourly	32.30      41.96
	Monthly	2,683	3,486		Monthly	5,599      7,273
	Annual	32,198	41,829		Annual	67,184      87,277



**Table 200**  
**Management Exempt Employees**

Ordinance No. \_\_\_\_\_

Range		Minimum	Maximum
200	Hourly	33.04	42.17
	Monthly	5,727	7,309
	Annual	68,723	87,714
205	Hourly	34.32	43.81
	Monthly	5,949	7,594
	Annual	71,386	91,125
210	Hourly	36.52	46.50
	Monthly	6,330	8,060
	Annual	75,962	96,720
215	Hourly	39.74	50.72
	Monthly	6,888	8,791
	Annual	82,659	105,498

**Table 300**  
**Public Works Collective Bargaining**  
**Hourly Non-Exempt**

Range	A	B	C	D	E	F	G
322	Hourly	17.63	18.51	19.44	20.40	21.41	22.51
	Monthly	3,056	3,208	3,369	3,537	3,712	3,901
	Annual	36,678	38,499	40,427	42,441	44,540	46,811
320	Hourly				20.01	21.43	22.51
	Monthly				3,468	3,715	3,901
	Annual				41,621	44,583	46,811
318	Hourly	16.66	17.45	18.34	19.26	20.19	21.22
	Monthly	2,887	3,024	3,180	3,339	3,499	3,678
	Annual	34,643	36,292	38,156	40,063	41,991	44,133
316	Hourly		15.98	16.77	17.62	18.50	19.41
	Monthly		2,770	2,907	3,055	3,206	3,364
	Annual		33,238	34,878	36,656	38,478	40,363
311	Hourly			14.15	15.02	15.76	
	Monthly			2,453	2,603	2,732	
	Annual			29,432	31,236	32,779	

**Table 400**  
**Classification: FOP Collective Bargaining**  
**Hourly Non-Exempt**

Range	A	B	C	D	E	F
426	Hourly			29.03	30.23	32.16
	Monthly			5,032	5,240	5,574
	Annual			60,382	62,878	66,893
423	Hourly	19.04	20.31	22.32	23.63	25.79
	Monthly	3,300	3,520	3,869	4,096	4,470
	Annual	39,603	42,245	46,426	49,150	53,643

Section 23. Repeal of Ordinance No. 1100987. Ordinance No. 1100987 originally passed and approved on the 1<sup>st</sup>7<sup>th</sup> day of ~~September~~ March 2009 is hereby repealed.

Ordinance No. \_\_\_\_\_

Section 24. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law, ~~but not prior to October 1, 2009.~~

Section 25. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS ~~6TH~~<sup>4TH</sup> DAY OF ~~OCTOBER~~<sup>SEPTEMBER</sup> 2009.

CITY OF LA VISTA

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

ATTEST:

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

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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  
7121 Harrison St., Lot 1C EX PT TO RD La Vista Replat, \$371.83,  
7413 S 96<sup>th</sup> St., Lot 145/La Vista Replat, \$148.02,  
7313 Joseph Ave., Lot 392/La Vista Replat, \$287.79,  
7421 Ivy Lane Dr., Lot 124/S & S's Harvest Hill, \$265.29,  
7217 Park View Blvd., Lot 941/La Vista, \$253.59,  
7702 Greenleaf Dr., Lot 1470/La Vista, \$281.94,  
7780 Greenleaf Dr., Lot 210/Granville East, \$281.29,  
7354 S 70<sup>th</sup> St., Lot 202/La Vista Replat, \$349.06, and  
12958 Margo St., Lot 15/Millard Highlands South 2<sup>nd</sup> Platting, \$252.29  
were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2009

CITY OF LA VISTA

ATTEST:

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

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

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

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

**2. Article Number**  
(Transfer from service label)

7009 0820 0001 7684 4411

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

X *Julie Long*

☐ Agent

☒ Addressee

**B. Received by (Printed Name)**

*Julie Long*

**C. Date of Delivery**

*11 AUG 9*

**D. Is delivery address different from item 1?**

☐ Yes

If YES, enter delivery address below:

☐ No

**AUG 12 2009**

**3. Service Type**

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)**

☐ Yes

August 10, 2009



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

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

Dear Mr. & Mrs. Long:

On July 8, 2009, the property on Harrison Street 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 have the weeds removed by July 13, 2009 or the City would correct the violation at the owner's expense. On July 20, 2009, the Public Works Department removed trash, debris, and litter; and removed and sprayed all weeds. The cost of \$371.83 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Remove Trash, Debris, Litter, and Weeds		
Seven Workers, 1 Hour Each		145.93
Equipment Cost		115.45
Materials		60.45
 TOTAL	\$	<u>371.83</u>

Please remit \$371.83, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

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

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

July 24, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Commercial Property Clean Up  
Long's DX Service Station

The following is a list of the expenses incurred by the Public Works Department on July 20-21, 2009 while removing trash, debris, and litter; and removing and spraying all weeds growing up through the concrete and anywhere else on the property at Long's DX Service Station, 7135 Harrison St.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1 (07/20/09)	\$28.77	1	\$28.77
Employee #2 (07/20/09)	\$28.88	1	\$28.88
Employee #2 (07/21/09)	\$28.88	1	\$28.88
Employee #3 (07/20/09)	\$21.70	1	\$21.70
Employee #4 (07/21/09)	\$19.70	1	\$19.70
Employee #5 (07/20/09)	\$9.00	1	\$9.00
Employee #6 (07/20/09)	\$9.00	1	\$9.00
<b>TOTAL</b>			<b>\$145.93</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup (07/20/09)	\$25.00	1	\$25.00
(1) 1 3/4 ton pickup w/chipper box (07/20/09)	\$35.00	1	\$35.00
(5) line-trimmers at \$7.50 each (07/20/09)	\$37.50	1	\$37.50
(1) Gator, utility (07/21/09)	\$13.75	1	\$13.75
(1) Sprayer, pull type (Myer) (07/21/09)	\$4.20	1	\$4.20
<b>TOTAL</b>			<b>\$115.45</b>

**MATERIALS:**

(1) trailer dumpster fees at \$25.00	\$25.00
(5) heavy duty trash bags at \$.65 each	\$3.25
(20 gal.) Weed kill mix	\$32.20
<b>TOTAL</b>	<b>\$60.45</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$321.83**

7/8/2009

Earl & Leta Long  
C/O Cyrus Long  
7501 S. 76<sup>th</sup> Avenue  
La Vista, NE 68128

Re: Lot #1C / Longs DX, 7121 Harrison Street, La Vista, NE 68128  
La Vista Subdivision Replat

To: Earl & Leta Long, C/O Cyrus Long,

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 notifying you that the weeds on the property need to be removed. Only one notice is required for the growing season. A copy of the ordinance has been enclosed for you to read. If the property becomes non-compliant again, the City can schedule a crew to clean-up the property without prior notification. All charges accrued are assessed against the property. Please correct the violations by 7/13/2009.

**If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.**

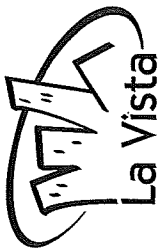
Thank you,

*Valerie Houloose*

Valerie Houloose  
Code Enforcement Inspector

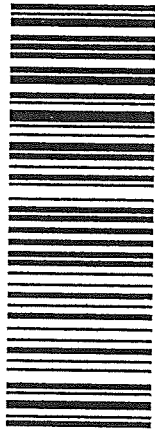
7/14/09 Not done; took before pictures and turned over to Public works to remove all weeds growing up through the concrete and anywhere else on the property. Dispose of all trash/litter. A police escort is needed for safety. Pictures attached.





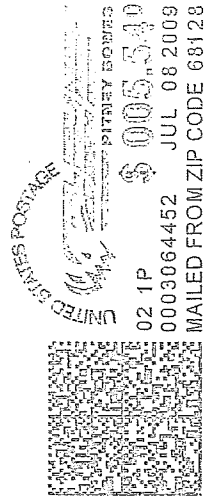
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

**CERTIFIED MAIL™**



7006 0810 0001 6713 8143

Earl & Leta Long  
C/O Cyrus Long  
7501 S. 76th Avenue  
La Vista, NE 68128



NAME

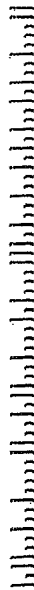
7-17

NIXIE 581 5C 1 04 07/29/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 68128219899 \*1385-00220-08-45

68128219899



U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Postmark  
Here  
7-8-09  
1R

Sent to  
Street, Apt. No.,  
or PO Box No. 7501 S. 76th Avenue  
City, State, ZIP+4  
La Vista, NE 68128  
PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 6713 8143





07/14/2009





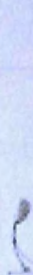
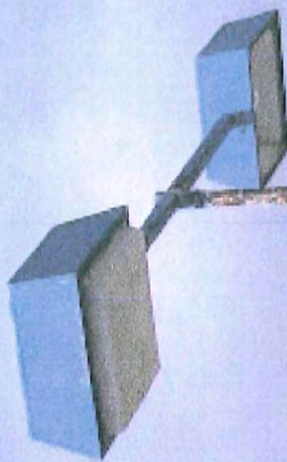
07/14/2009





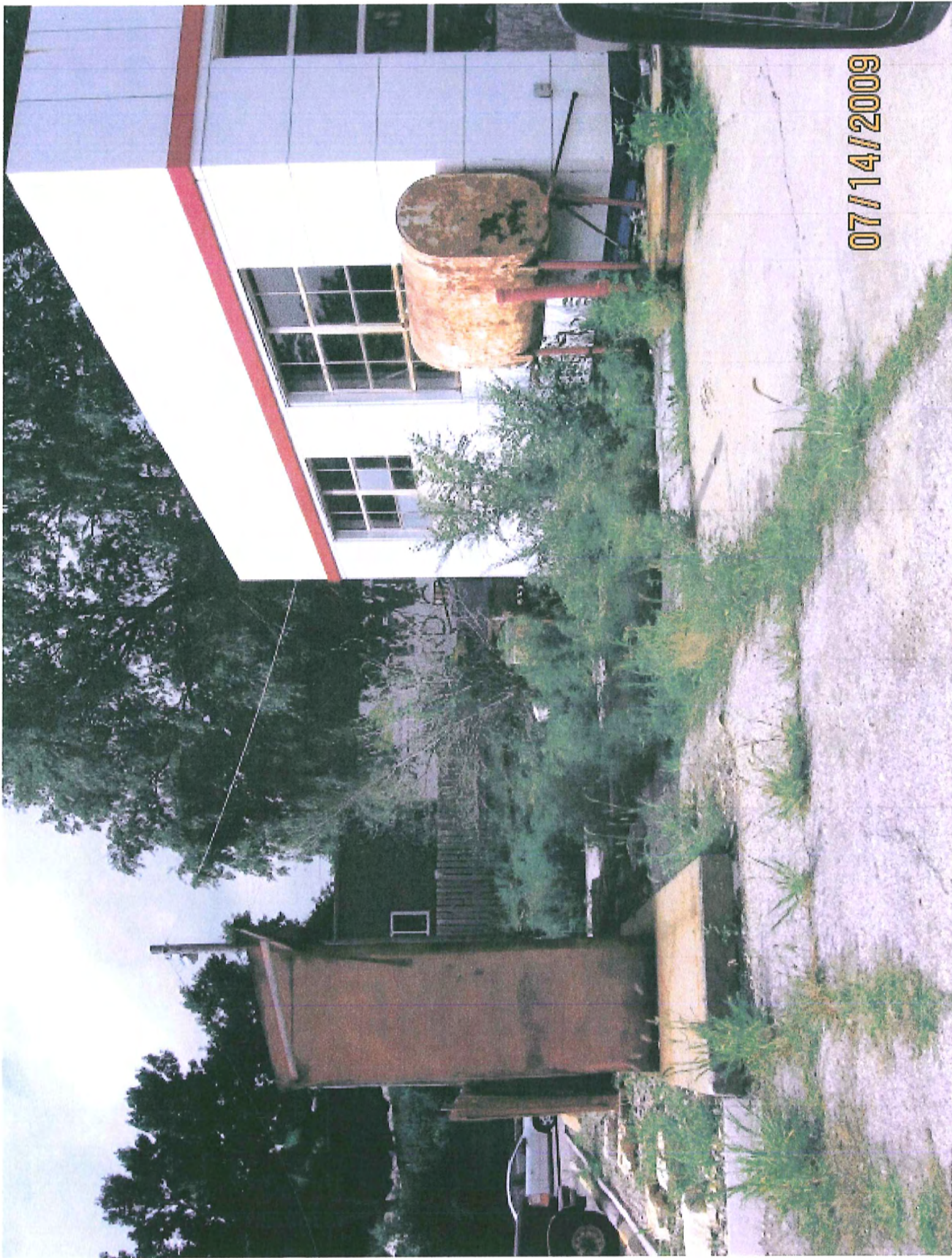
07/14/2009





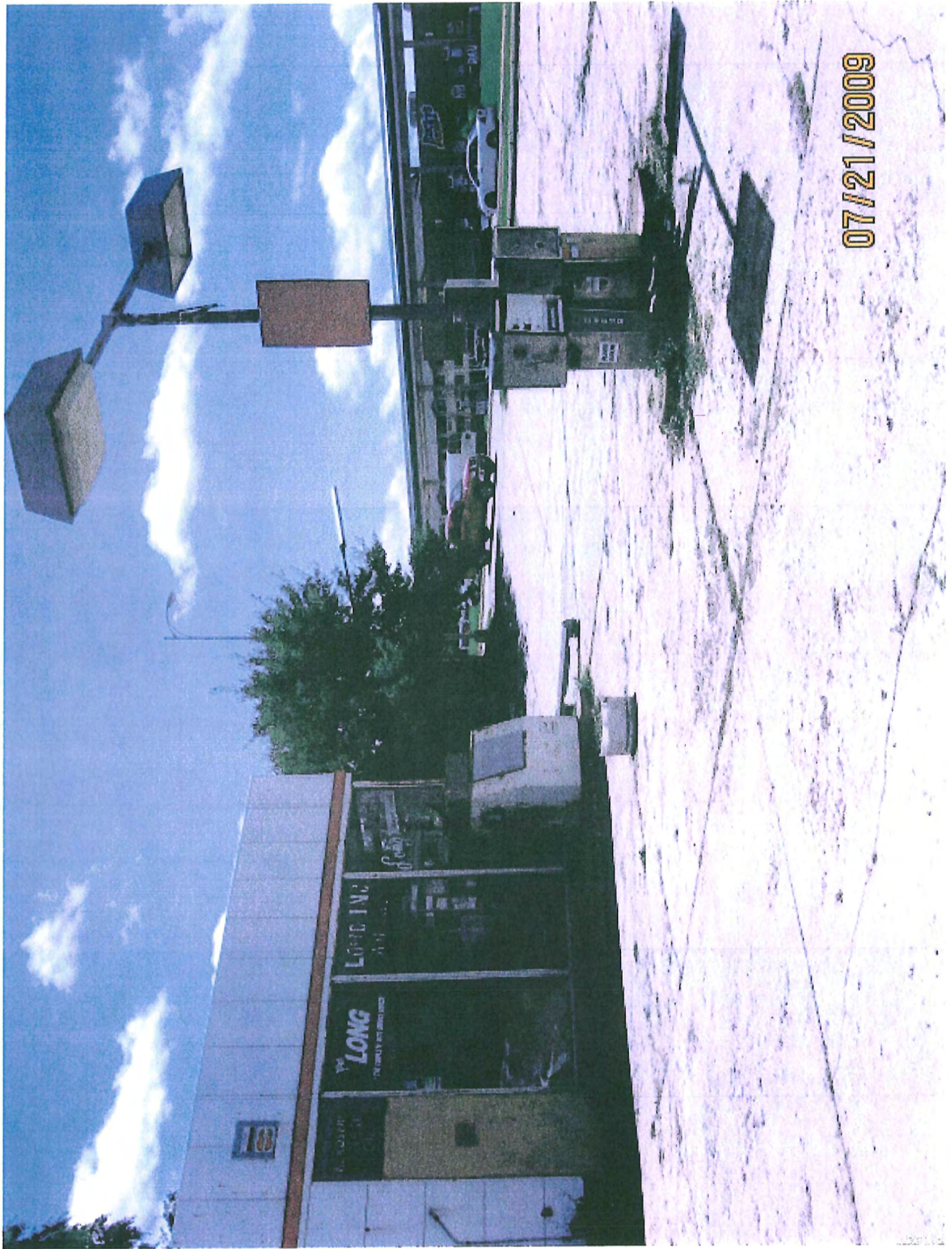
07/14/2009





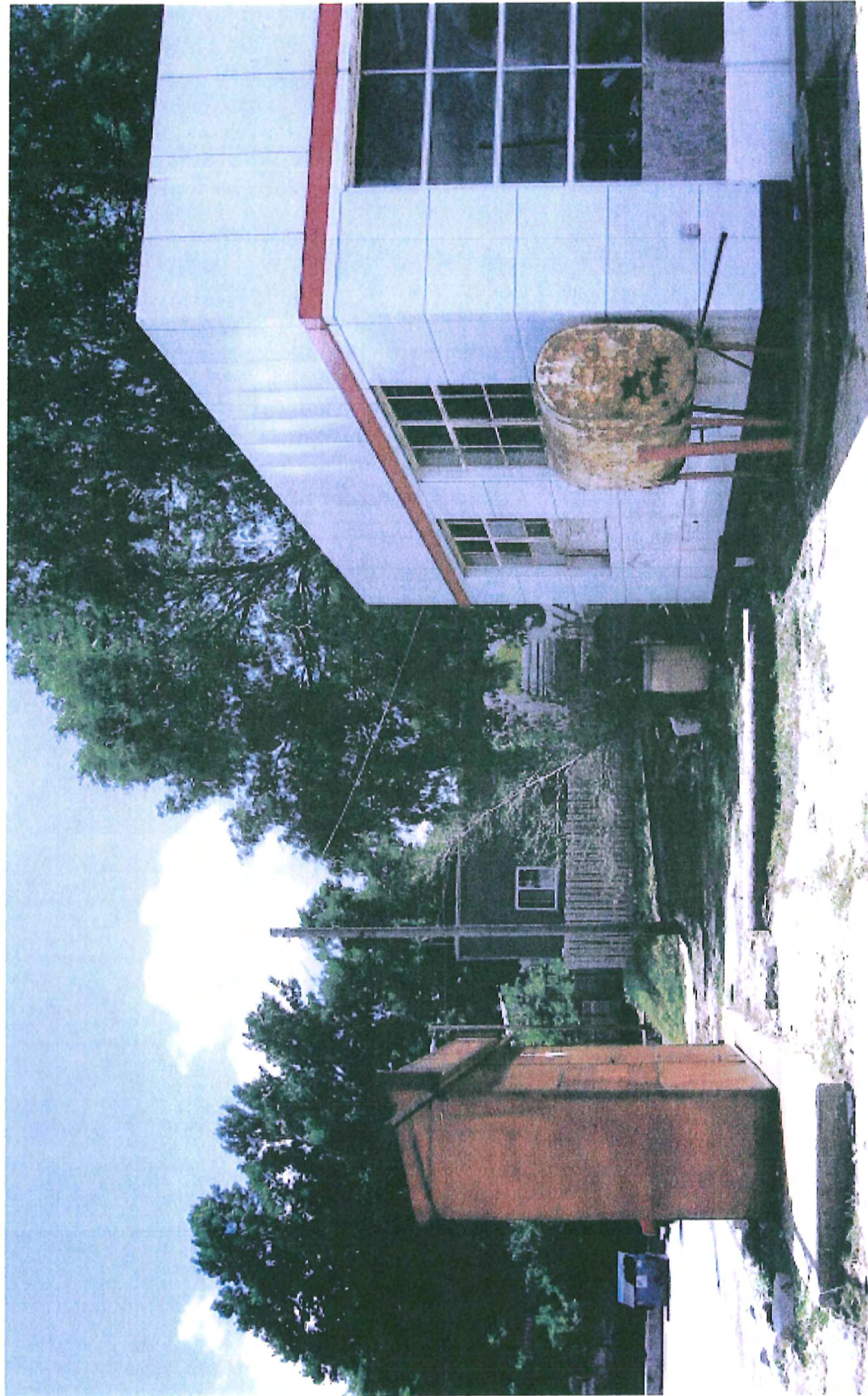
07/14/2009





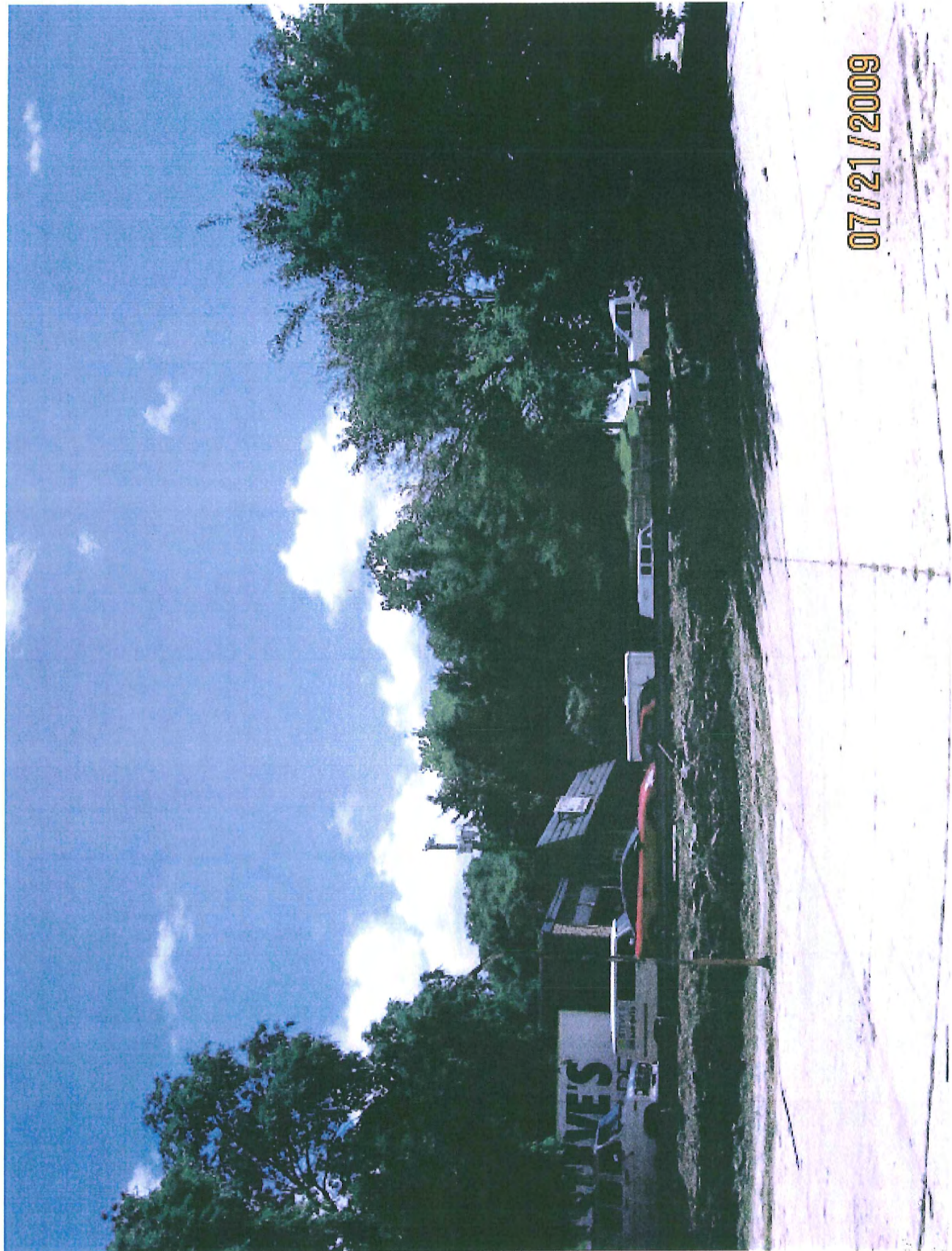
07/21/2009





07/21/2009





07/21/2009





07/21/2009



**Active**

Parcel Number: 010331794  
 Location: 07121 \HARRISON ST  
 Owner: LONG/EARL F & LETA A  
 CAO  
 Mail Address: 7501 S 76TH AVE  
 LA VISTA NE 68128-0000  
 Legal: LOT 1C EX PT TO RD LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-13-2-30051-000-0001



Click Picture/Sketch for Larger View.

Commercial Information for 1 January Roll Year 2009

Improvement Information

Business Name: LONG SERVICE STATION  
 Primary Description: SERVICE REPAIR~GARAGE  
 Commercial units: 1  
 Lot Sqft: 15625  
 Total Area: 1288

Building Information

Bldg #	Built	STORIES	Total Area	Ext Wall	DESCRIPTION
1	1960	1	1288	CONCRETE BLOCK, STANDARD	SERVICE REPAIR GARAGE

Refinements

Bldg #	Sec #	Code	Description	Sqft or Quantity
1	2	CON	CONCRETE SLAB SF	14337
1	2	LPF	LIGHT FIXTURES	4
1	2	LPO	LIGHT POLES LF	30

Sales Information (Updated 8/6/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$93,750	\$11,250	\$0	\$105,000	NO
2008	\$78,125	\$23,475	\$0	\$101,600	NO
2007	\$78,125	\$23,475	\$0	\$101,600	NO
2006	\$78,125	\$23,475	\$0	\$101,600	NO
2005	\$78,125	\$23,475	\$0	\$101,600	NO
2004	\$78,125	\$23,475	\$0	\$101,600	NO
2003	\$78,125	\$23,475	\$0	\$101,600	NO
2002	\$78,125	\$23,475	\$0	\$101,600	NO
2001	\$78,125	\$23,475	\$0	\$101,600	NO
2000	\$78,125	\$22,459	\$0	\$100,584	NO
1999	\$82,031	\$18,553	\$0	\$100,584	NO
1998	\$31,250	\$22,424	\$0	\$53,674	NO
1997	\$53,674			\$53,674	NO
1996	\$53,674			\$53,674	NO
1995	\$52,830			\$52,830	NO
1994	\$52,830			\$52,830	NO

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Timberline LLC  2045 S Folsom St Unit A  Lincoln, NE 68527</p>		<p>B. Received by (Printed Name)  Sta Tracht</p>	<p>C. Date of Delivery  8-11-09</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="color: red; font-size: 1.2em;">AUG 12 2009</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>2. Article Number  (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p>7009 0820 0001 7684 4404</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

August 10, 2009



Timberline LLC  
2045 S Folsom St Unit A  
Lincoln, NE 68527

RE: 7413 S 96<sup>th</sup> St, La Vista, NE 68128  
Lot 145/La Vista Replat/Sarpy County, NE

To Whom It May Concern:

On July 15, 2009, the property on S 96<sup>th</sup> St. in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent, on July 17, 2009, to the above address that stated the property needed to be mowed by July 20, 2009 or the City would correct the violation at the owner's expense. On July 23, 2009, the Public Works Department mowed and line-trimmed the entire yard. The cost of \$148.02 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing and Line-Trimming		
Two Workers, 1 Hour Each		37.77
Equipment Cost		60.25
 TOTAL	 \$	 <u>148.02</u>

Please remit \$148.02, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

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

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

July 24, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7413 S. 69th St.

The following is a list of the expenses incurred by the Public Works Department on July 23, 2009 while mowing and line-trimming the entire property at 7413 S. 69th St., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	1	\$28.77
Employee #2	\$9.00	1	\$9.00
<b>TOTAL</b>			<b>\$37.77</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	\$25.00	1	\$25.00
(1) 2-wheel trailer	\$4.75	1	\$4.75
(1) 36" walk behind mower	\$15.00	1	\$15.00
(1) leaf blower	\$8.00	1	\$8.00
(1) line-trimmer	\$7.50	1	\$7.50
<b>TOTAL</b>			<b>\$60.25</b>

**TOTAL LABOR and EQUIPMENT:**

**\$98.02**



7/17/2009

Timberline LLC  
2045 S. Folsom St. Unit A  
Lincoln, NE 68527

Re: Lot #145/7413 S. 69<sup>th</sup> Street, La Vista, NE 68128  
La Vista Replat

To: Timberline 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.

The property referenced above needs to be mowed. A yellow tag was left on the property with a due date of 7/20/2009. Only one notice is required for the entire growing season; a copy of the ordinance is enclosed for you to read. If the property becomes non-compliant again, the City can mow the property without prior notification. All expenses incurred from work being done by a City crew are assessed against the property.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,

*Valerie Houloose*  
Valerie Houloose  
Code Enforcement Inspector

CC: Occupant, 7413 S. 69<sup>th</sup> Street, La Vista, NE 68128

7/20/09 Not done. Took before pictures and turned over to Public Works to mow & line trim where necessary.

7/23/09 Turned over to P.W.

7/24/09 Steve called to say he had been out of town and his property maintenance guy should have been keeping up on it. He asked I call him back at 730-7302 but when dialed it said the call could not be completed as dialed 3:48 pm called.

7/29/09  
certified letter was  
received back on  
7/23/09 from the owner  
mowed anyway.  
7/20/09 signed for on by the owner.

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

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

Sent by

Timberline LLC

Street, Apt. No.,  
or PO Box No. 2045 S. Folsom St. Unit A

City, State, ZIP+4  
Lincoln, NE 68527

PS Form 3800, August 2006

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:

Timberline LLC

2045 S. Folsom St.

Unit A

Lincoln, NE 68527

COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

STAFFORD

C. Date of Delivery

7-20-09

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

JUL 23 2009

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes ☐ No

2. Article Number

(Transfer from service label)

7009 0820 0001 7684 7603

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Date

9/15/09

Location

7413 S. 69th Street

Violation

133.01 non

Time to Comply

5 days

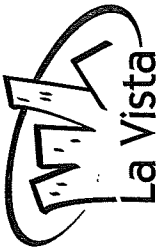
Vehicle Description

Follow-up Officer

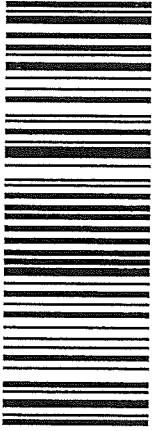
Valente Hubbard

Date

7/20/09

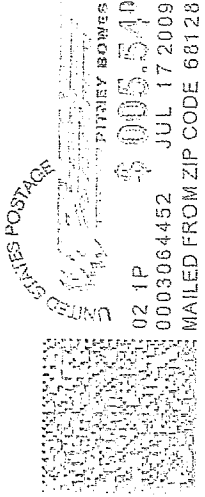


City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128



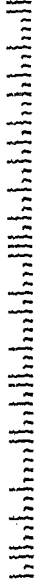
7009 0820 0001 7684 7610

Occupant  
7413 S. 69th Street  
La Vista, NE 68128



NIXIE 691 SC 1 84 07/19/09  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
BC: 68128219899 \*1735-04513-17-42

68128219899 0051



U.S. Postal Service™ <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 4.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.54
Sent To <i>Occupant</i>	
Street, Apt. No., or PO Box No. <i>7413 S. 69th Street</i>	
City, State, ZIP+4 <i>La Vista, NE 68128</i>	
PS Form 3800, August 2006 See Reverse for Instructions	

7009 0820 0001 7684 7610





07/21/2009





07/21/2009



07/21/2009





07/21/2009







07/24/2009

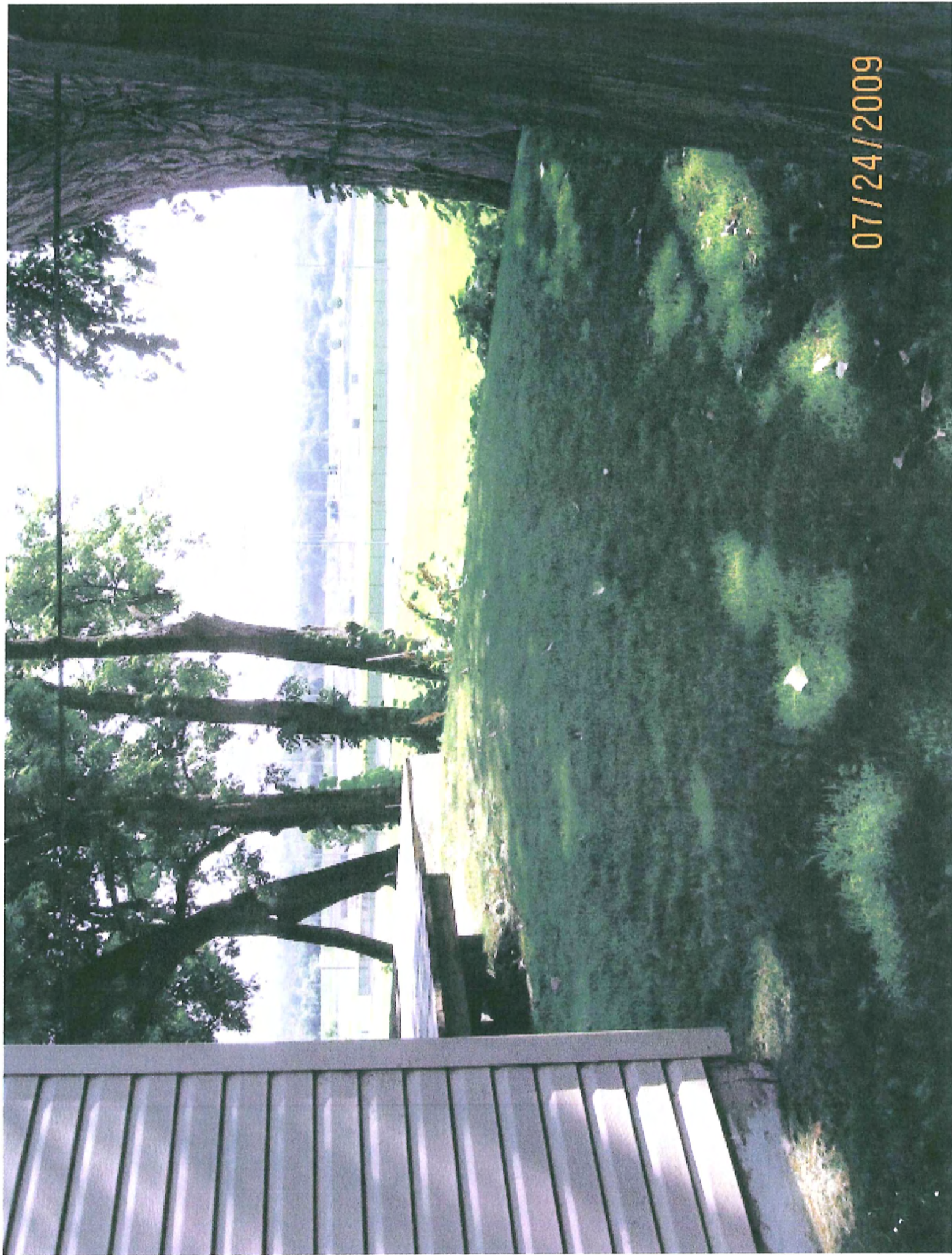




07/24/2009



07/24/2009





**Active**

Parcel Number: 010322450  
 Location: 07413 \S 69TH ST  
 Owner: TIMBERLINE LLC  
 C/O  
 Mail Address: 2045 S FOLSOM ST UNIT A  
 LINCOLN NE 68527-  
 Legal: LOT 145 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-13-2-30051-000-0192



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009			
Style:	Ranch		
Year Built:	1959	Bedrooms	2
Bathrooms	1	Total Sqft	1104
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type		Garage Sqft	0
Lot Depth	101	Lot Width	61
Misc			
Description	Sqft or Quantity		
CONCRETE STOOP	16		
DRIVEWAY	1		



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

**CERTIFIED MAIL™**

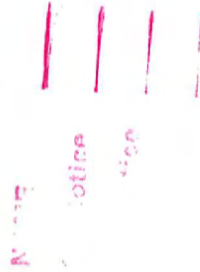


7009 0820 0001 7684 4435



- ☐ Not Deliverable As Addressed
- ☐ Unable To Forward
- ☐ Insufficient Address
- ☐ Moved, Left No Address
- ☐ Unclaimed ☐ Refused
- ☒ Attempted - Not Known
- ☐ No Such Street ☐ Number
- ☐ Vacant ☐ Illegible
- ☐ No Mail Receptacle
- ☐ Box Closed - No Order
- ☐ Returned For Better Address
- ☐ Postage Due \_\_\_\_\_

Ibrahim Nuwwarah  
7313 Joseph Ave  
La Vista, NE 68128





August 10, 2009



Ibrahim Nuwwarah  
7313 Joseph Ave  
La Vista, NE 68128

RE: Lot 392/La Vista Replat/Sarpy County, NE

Dear Mr. Nuwwarah:

On July 7, 2009, the property on Joseph Avenue 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 July 13, 2009 or the City would correct the violation at the owner's expense. On July 21, 2009, the Public Works Department mowed and line-trimmed the entire yard; and removed the grass growing up through the concrete. The cost of \$287.79 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim		
Three Workers, 2 Hours Each		92.54
Equipment Cost		135.50
Material		9.75
 TOTAL	 \$	 <u>287.79</u>

Please remit \$287.79, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

July 23, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7313 Joseph Ave.

The following is a list of the expenses incurred by the Public Works Department on July 21, 2009 while mowing and line-trimming the entire yard; and removing the grass growing up through the concrete at 7313 Joseph Ave., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	2	\$57.54
Employee #2	\$9.00	2	\$18.00
Employee #3	\$8.50	2	\$17.00
<b>TOTAL</b>			<b>\$92.54</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	\$25.00	2	\$50.00
(1) 2-wheel trailer	\$4.75	2	\$9.50
(1) 36" walk behind mower	\$15.00	2	\$30.00
(1) leaf blower	\$8.00	2	\$16.00
(2) line-trimmers at \$7.50 each	\$15.00	2	\$30.00
<b>TOTAL</b>			<b>\$135.50</b>

**MATERIALS:**

(15) heavy duty trash bags at \$.65 each	\$9.75
<b>TOTAL</b>	<b>\$9.75</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$237.79**

7/7/2009

Ibrahim Nuwwarah  
7313 Joseph Avenue  
La Vista, NE 68128

Re: Lot #392  
La Vista Replat


To: Ibrahim Nuwwarah,

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.

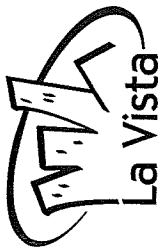
This letter is notifying you that the property needs to be mowed. Only one notice is required for the growing season. A copy of the ordinance has been enclosed for you to read. If the property becomes non-compliant again, the City can schedule a crew to clean-up the property without prior notification. All charges accrued are assessed against the property. Please correct the violations by 7/13/2009.

**If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.**

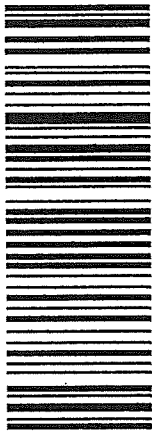
Thank you,

  
Valerie Houloose  
Code Enforcement Inspector

7/14/09 Not done; seems to be vacant. Took  
before pictures and turned over to Public  
Works to mow, line trim and remove grass  
growing up through the concrete.




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

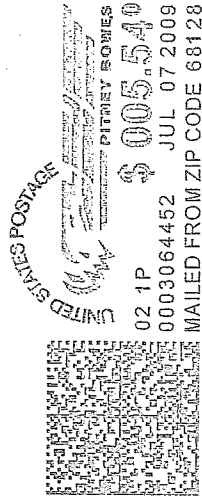
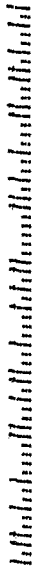


7006 0810 0001 6713 8105

Ibrahim Nuwwarah  
7313 Joseph Avenue  
La Vista, NE 68128

 RETURN TO SENDER  
FORWARDING ORDER  
EXPIRED

6812832614 0040



NAME

1st Notice

2nd Notice

3rd Notice

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Sent To Ibrahim Nuwwarah  
Street, Apt. No., or PO Box No. 7313 Joseph Avenue  
City, State, ZIP+4 La Vista, NE 68128

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 6713 8105

Date

7/6/09

Location

7313 Joseph

Violation

133.01 now

Time to Comply

5 days

Vehicle Description

Follow-up Officer

Valerie Hambrook

Due: 7/13/09





07/14/2009





07/14/2009



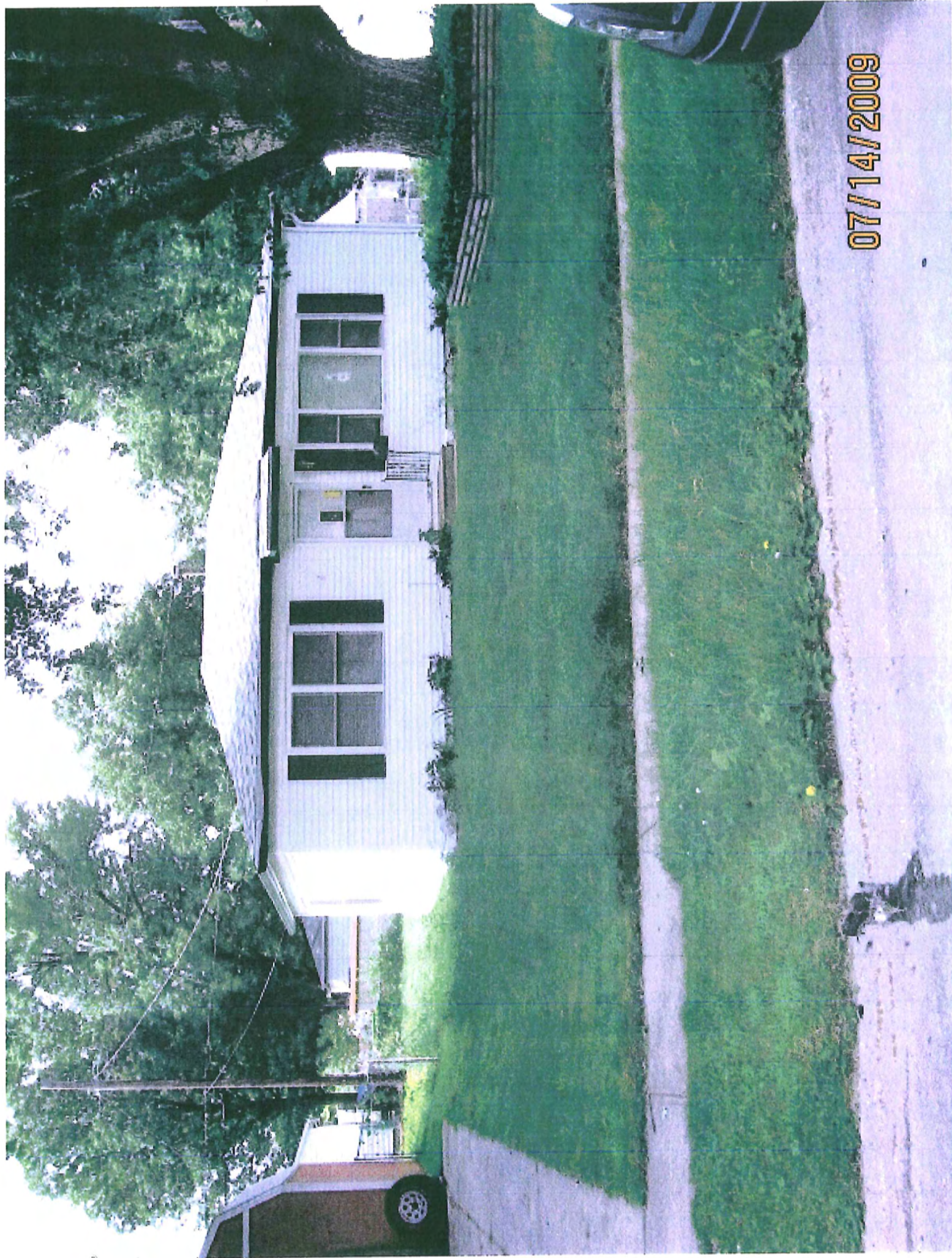






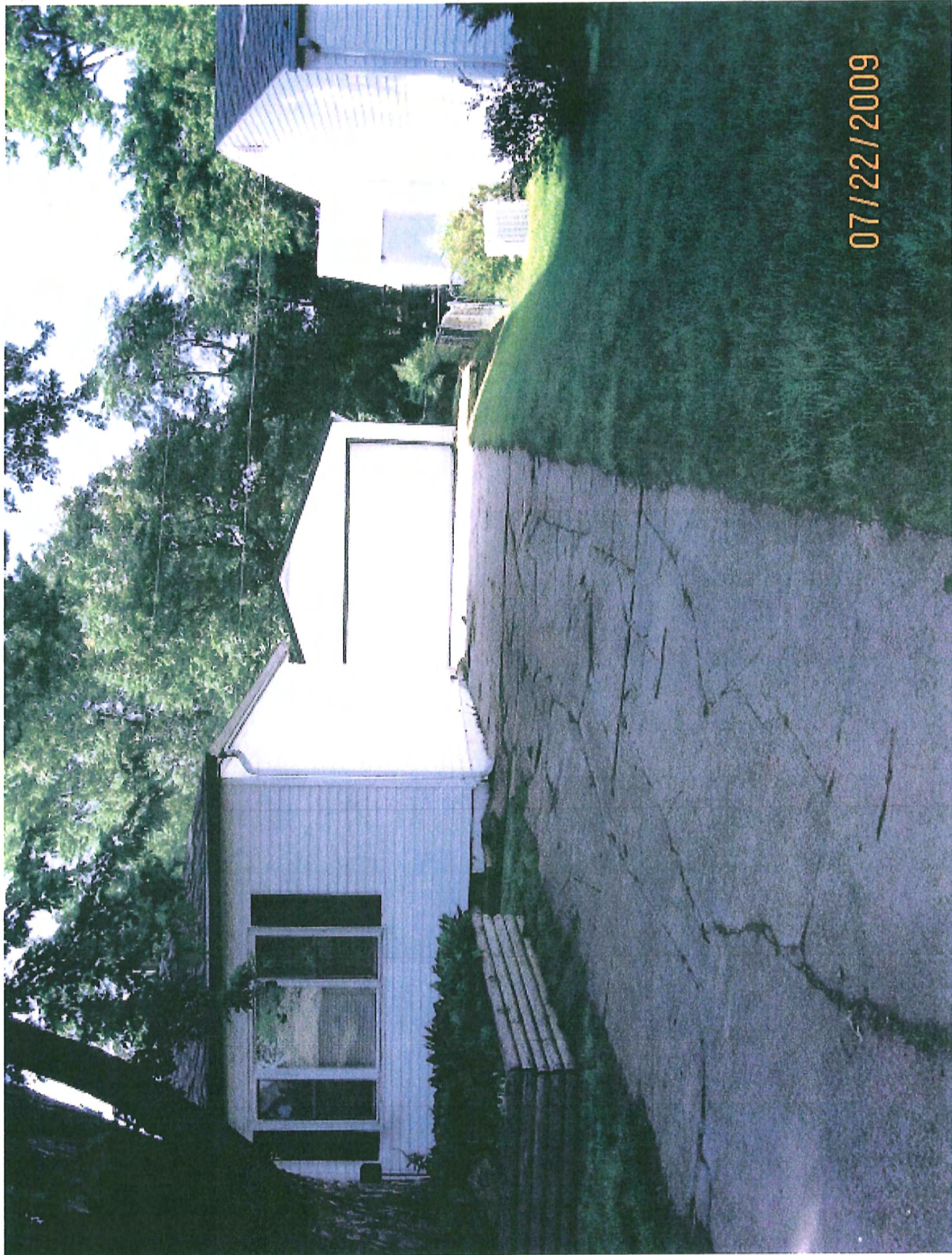
07/14/2009





07/14/2009





07/22/2009





07/22/2009



07/22/2009





**Active**

Parcel Number: 010414150  
 Location: 07313 JOSEPH AVE  
 Owner: NUWWARAH/IBRAHIM  
 C/O  
 Mail Address: 7313 JOSEPH AVE  
 LA VISTA NE 68128-  
 Legal: LOT 392 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-14-1-30051-000-0388



Click Picture/Sketch for Larger View.

**Residential Information for 1 January Roll Year 2009**

Style:	Ranch		
Year Built:	1961	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type	Detached	Garage Sqft	400
Lot Depth	100	Lot Width	60

**Misc**

Description	Sqft or Quantity
CONCRETE STOOP	16
PATIO	100
DRIVEWAY	1

**Sales Information (Updated 8/6/2009)**

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
1/18/2007 2007-02561	WEISS/DOUGLAS J 7313 JOSEPH AVE LA VISTA NE 68128-	NUWWARAH/IBRAHIM 7313 JOSEPH AVE LA VISTA NE 68128-	\$109,000	\$109,000
1/29/2000 2000-5284	N P DODGE REAL ESTATE SALES INC 8701 W DODGE RD OMAHA NE 68114-	WEISS/DOUGLAS J 7313 JOSEPH AVE LA VISTA NE 68128-	\$69,000	\$69,000
11/3/1999 1999-35386	BRAGG/ADAM G & STACY M 7313 JOSEPH AVE LA VISTA NE 68128-0000	N P DODGE REAL ESTATE SALES INC. 8701 W DODGE RD OMAHA NE 68114-	\$62,300	\$62,300

**Valuation Information**
**Valuation**  
**PV = Partial Valuation**

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$18,000	\$66,803	\$0	\$84,803	NO
2008	\$18,000	\$63,402	\$0	\$81,402	NO
2007	\$18,000	\$58,958	\$0	\$76,958	NO
2006	\$18,000	\$58,197	\$0	\$76,197	NO
2005	\$18,000	\$52,710	\$0	\$70,710	NO
2004	\$18,000	\$49,783	\$0	\$67,783	NO

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark Diederich  
16876 114<sup>th</sup> St  
Louisville, NE 68037

2. Article Number  
(Transfer from service label)

7009 0820 0001 7684 4473

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Mark Diederich*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Mark Diederich*

C. Date of Delivery

*8-11-09*

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

AUG 12 2009

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-1540

August 10, 2009



Mark Diederich  
16876 114<sup>th</sup> St  
Louisville, NE 68037

RE: 7217 Park View Blvd, La Vista, NE 68128  
Lot 941/La Vista /Sarpy County, NE

Dear Mr. Diederich:

On July 6, 2009, your property on Park View Blvd in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On July 9, 2009, the Public Works Department mowed and line-trimmed the entire yard. The cost of \$253.59 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim		
Two Workers, 2 Hours Each		75.54
Equipment Cost		123.50
Material		4.55
 TOTAL	\$	<u>253.59</u>

Please remit \$253.59, 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 October 6, 2009, 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. Bueth, CMC  
City Clerk

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

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

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

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

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

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

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

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



July 24, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7217 Park View Blvd.

The following is a list of the expenses incurred by the Public Works Department on July 9, 2009 while mowing and line-trimming the entire property at 7217 Park View Blvd., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	2	\$57.54
Employee #2	\$9.00	2	\$18.00
<b>TOTAL</b>			<b>\$75.54</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1/2 ton pickup	\$19.00	2	\$38.00
(1) 2-wheel trailer	\$4.75	2	\$9.50
(1) 36" walk behind mower	\$15.00	2	\$30.00
(1) leaf blower	\$8.00	2	\$16.00
(2) line-trimmers at \$7.50 each	\$15.00	2	\$30.00
<b>TOTAL</b>			<b>\$123.50</b>

**MATERIALS:**

(7) heavy duty trash bags at \$.65 each	\$4.55
<b>TOTAL</b>	<b>\$4.55</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS:**

**\$203.59**

7217 Parkview Blvd.

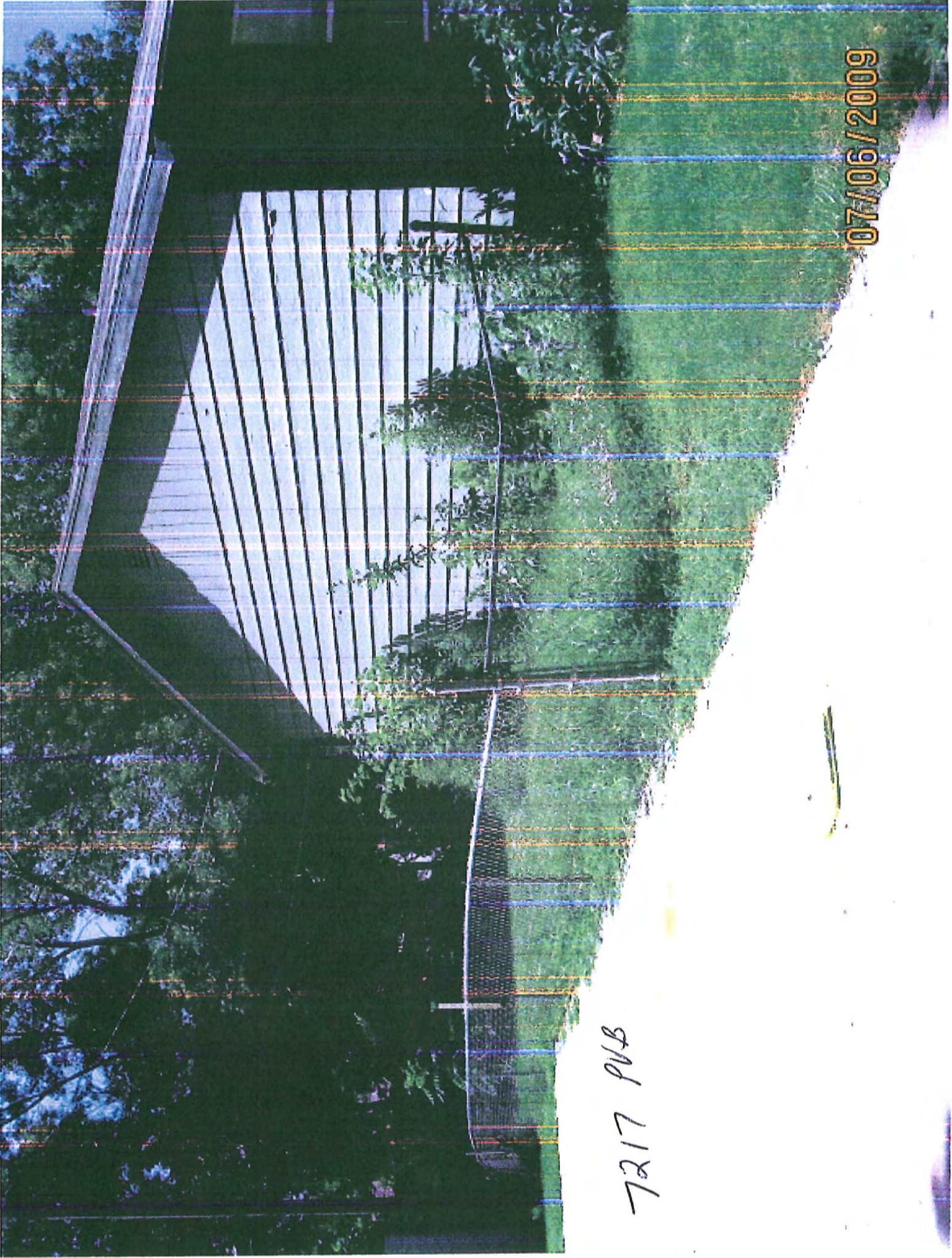
Mow & line trim

No notice needed

7/6/09 Took

before pictures & turned  
over to P.W. to  
create a work order  
on 7/7/09





7217 PUB

07/06/2009



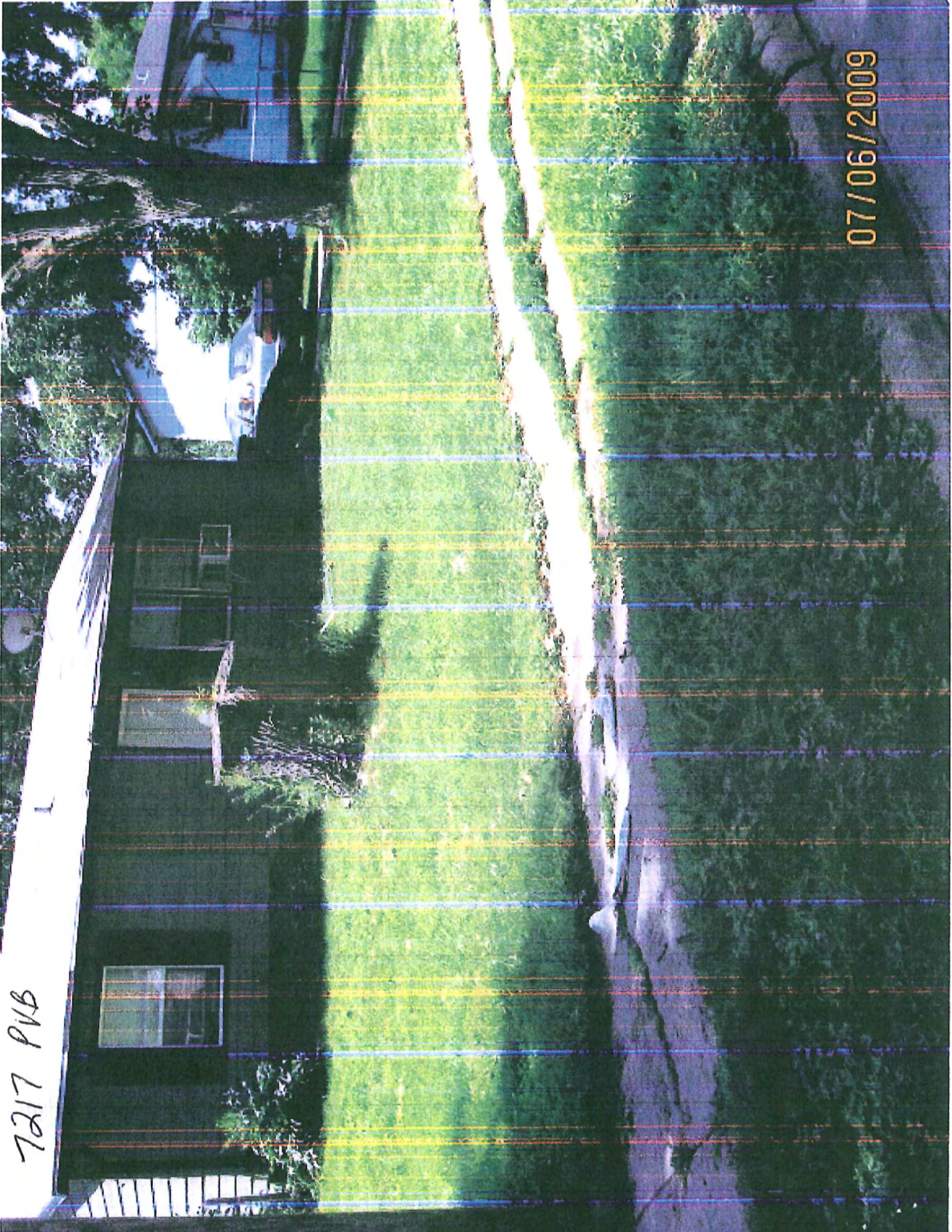
7217 PVB

07/06/2009





7217 PVB



07/06/2009

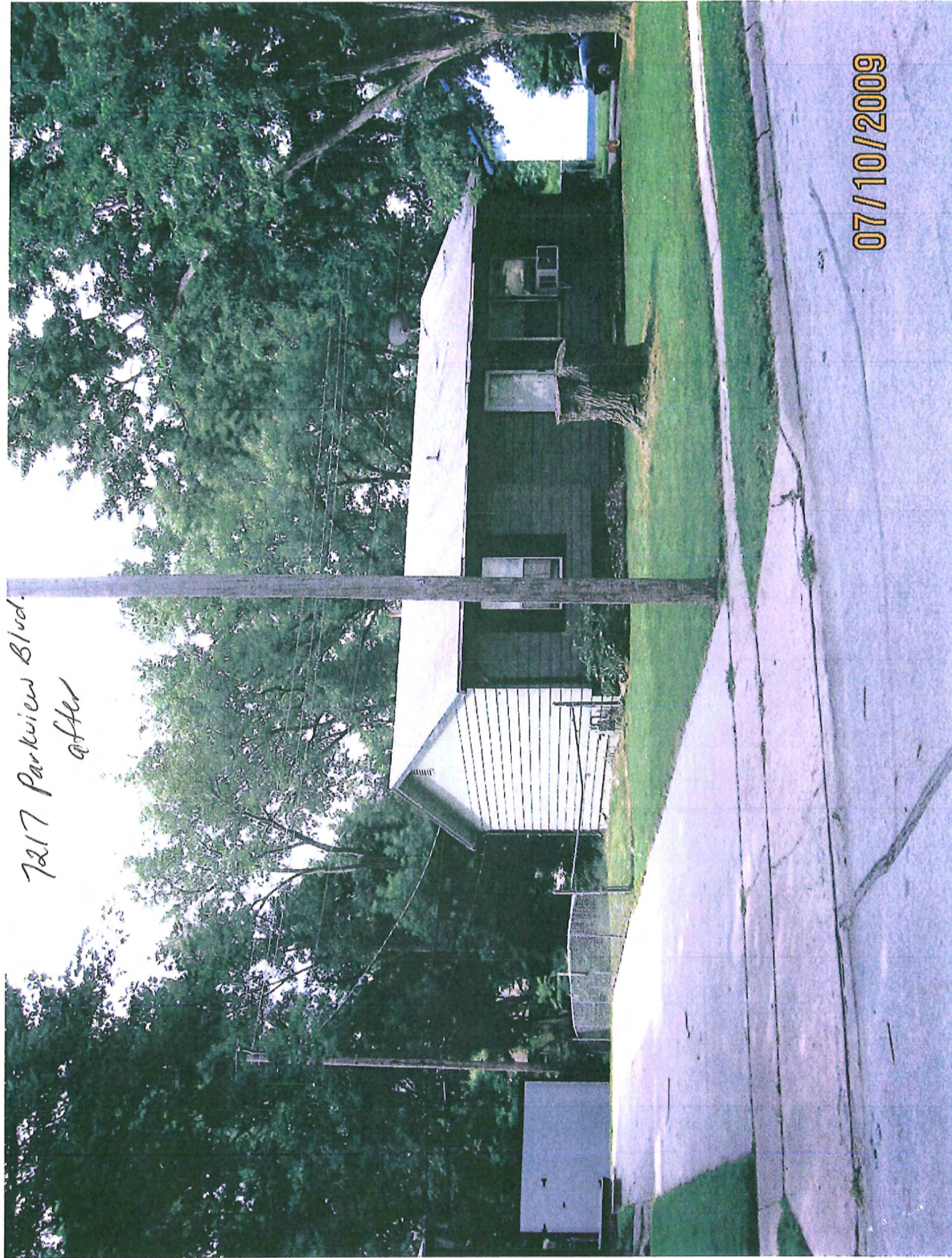


7217 Parkview Blvd.  
after



07/10/2009





7217 Parkview Blvd.  
after

07/10/2009



**Active**

Parcel Number: 010571264  
 Location: 07217 \PARK VIEW BLVD  
 Owner: DIEDERICH/MARK J  
 CVO  
 Mail Address: 16876 114TH ST  
 LOUISVILLE NE 68037-  
 Legal: LOT 941 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-0762



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Ranch		
Year Built:	1960	Bedrooms	3
Bathrooms	1	Total Sqft	864
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type		Garage Sqft	0
Lot Depth	138	Lot Width	64

Misc

Description	Sqft or Quantity
OPEN SLAB PORCH	120
CONCRETE STOOP	16
WOOD DECK	16
SOLID WALL PORCH	24
DRIVEWAY	1

Sales Information (Updated 8/6/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
7/30/1998	REDLINGER/BARBARA L & RICHARD V	DIEDERICH/MARK J	\$53,150	\$53,150
1998-20961	1317 PETERSON DR OMAHA NE 68130-1432	5718 S 152ND AVE OMAHA NE 68137-		

Valuation Information

Valuation

PV = Partial Valuation

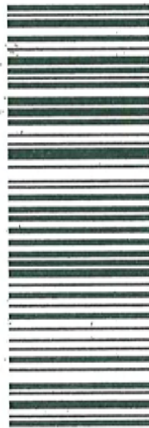
Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$18,000	\$61,176	\$0	\$79,176	NO
2008	\$18,000	\$58,862	\$0	\$76,862	NO
2007	\$18,000	\$55,625	\$0	\$73,625	NO
2006	\$18,000	\$53,983	\$0	\$71,983	NO
2005	\$18,000	\$49,257	\$0	\$67,257	NO
2004	\$18,000	\$45,644	\$0	\$63,644	NO
2003	\$18,000	\$44,614	\$0	\$62,614	NO
2002	\$18,000	\$42,549	\$0	\$60,549	NO
2001	\$16,000	\$40,836	\$0	\$56,836	NO
2000	\$15,520	\$36,427	\$0	\$51,947	NO
1999	\$15,360	\$37,249	\$0	\$52,609	NO
1998	\$11,280	\$35,301	\$0	\$46,581	NO
1997	\$45,869			\$45,869	NO
1996	\$39,472			\$39,472	NO





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

**CERTIFIED MAIL™**



7009 0820 0001 7684 4459



Jamie Stock and Kate Davis  
~~7702 Greenleaf Dr~~  
~~La Vista, NE 68128~~

Fwd

2916 S. 93rd Plz

Apt #12

Railston, NE 68128

3270

X



August 10, 2009



Jamie Stock and Kate Davis  
7702 Greenleaf Dr  
La Vista, NE 68128

RE: Lot 1470/La Vista /Sarpy County, NE

Dear Mr. Stock and Ms. Davis:

On July 14, 2009, your property on Greenleaf Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On July 22, 2009, the Public Works Department mowed and line-trimmed the entire yard; and removed the tree debris. The cost of \$281.94 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim		
Three Workers, 2 Hours Each		92.54
Equipment Cost		135.50
Material		3.90
 TOTAL	 \$	 <u>281.94</u>

Please remit \$281.94, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

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

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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

TO: Valerie Houloose  
Code Enforcement

RE: Residential Property Clean-Up  
7702 Greenleaf Dr.

**LABOR:**

**EQUIPMENT:**

### MATERIALS:

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$231.94**

7702 Greenleaf Drive

No notice needed

Before pictures taken +  
turned over to Public Works  
7/14/09

Create a work order to  
mow and pick up any  
tree debris.





07/14/2009





07/14/2009





07/14/2009





07/23/2009





07/23/2009



**Active**

Parcel Number: 010562184  
 Location: 07702 \GREENLEAF DR  
 Owner: STOCK/JAMIE P  
 C/O & KATE E DAVIS  
 Mail Address: 7702 GREENLEAF DR  
 LA VISTA NE 68128-  
 Legal: LOT 1470 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-1023



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Ranch		
Year Built:	1961	Bedrooms	3
Bathrooms	1	Total Sqft	996
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type	Detached	Garage Sqft	352
Lot Depth	0	Lot Width	

Misc

Description	Sqft or Quantity
OPEN SLAB PORCH	16
WOOD DECK	16
SGLE 1/S~FIREPLACE	1
DRIVEWAY	1

Sales Information (Updated 8/6/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/21/2001 2001-35754	PENLAND/DANIEL S  7702 GREENLEAF DR LA VISTA NE 68128-0000	STOCK/JAMIE P & KATE E DAVIS 7702 GREENLEAF DR LA VISTA NE 68128-	\$87,500	\$87,500

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$18,000	\$87,737	\$0	\$105,737	NO
2008	\$18,000	\$82,910	\$0	\$100,910	NO
2007	\$18,000	\$77,382	\$0	\$95,382	NO
2006	\$18,000	\$75,530	\$0	\$93,530	NO
2005	\$18,000	\$70,129	\$0	\$88,129	NO
2004	\$18,000	\$66,107	\$0	\$84,107	NO
2003	\$18,000	\$63,687	\$0	\$81,687	NO
2002	\$18,000	\$60,805	\$0	\$78,805	NO
2001	\$16,000	\$55,807	\$0	\$71,807	NO
2000	\$15,520	\$50,898	\$0	\$66,418	NO
1999	\$15,360	\$44,043	\$0	\$59,403	NO
1998	\$11,280	\$41,581	\$0	\$52,861	NO
1997	\$51,964			\$51,964	NO
1996	\$45,009			\$45,009	NO

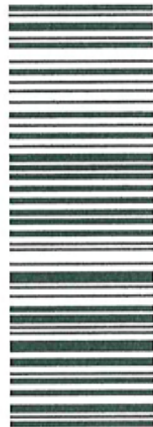


City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

*Handwritten signature*

Ngoc & Linh Nguyen  
7780 Greenleaf Drive  
La Vista, NE 68128

**CERTIFIED MAIL™**



7009 0820 0001 7584 4480



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P  
0003064452  
AUG 10 2009  
MAILED FROM ZIP CODE 68128  
**\$ 005.540**

68128@2408

681 N7E 1 S09C 84 08/20/09  
NOTIFY SENDER OF NEW ADDRESS  
NGUYEN  
8306 GRANVILLE PKWY APT 201  
LA VISTA NE 68128-2408  
BC: 68128240851 \*1386-09244-10-41  
|||||



August 10, 2009

Ngoc & Linh Nguyen  
7780 Greenleaf Drive  
La Vista, NE 68128

RE: Lot 210/Granville East/Sarpy County, NE

Dear Mr. and Mrs. Nguyen:

On July 7, 2009, your property on Greenleaf Drive 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 July 13, 2009 or the City would correct the violation at the owner's expense.. On July 22, 2009, the Public Works Department mowed and line-trimmed the entire yard. The cost of \$281.29 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim		
Three Workers, 2 Hours Each		92.54
Equipment Cost		135.50
Material		3.25
<b>TOTAL</b>	<b>\$</b>	<b><u>281.29</u></b>

Please remit \$281.29, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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



July 23, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7780 Greenleaf Drive

The following is a list of the expenses incurred by the Public Works Department on July 22, 2009 while mowing and line-trimming the entire property at 7780 Greenleaf Drive, per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	2	\$57.54
Employee #2	\$9.00	2	\$18.00
Employee #3	\$8.50	2	\$17.00
TOTAL			\$92.54

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	\$25.00	2	\$50.00
(1) 2-wheel trailer	\$4.75	2	\$9.50
(1) 36" walk behind mower	\$15.00	2	\$30.00
(1) leaf blower	\$8.00	2	\$16.00
(2) line-trimmers at \$7.50 each	\$15.00	2	\$30.00
TOTAL			\$135.50

**MATERIALS:**

(5) heavy duty trash bags at \$.65 each	\$3.25
TOTAL	\$3.25

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$231.29**

7/7/2009

Ngoc & Linh T Le Nguyen  
7780 Greenleaf Drive  
La Vista, NE 68128

Re: Lot #210  
Granville East

To: Ngoc & Linh Le Nguyen,

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 notifying you that the property needs to be mowed. Only one notice is required for the growing season. A copy of the ordinance has been enclosed for you to read. If the property becomes non-compliant again, the City can schedule a crew to clean-up the property without prior notification. All charges accrued are assessed against the property. Please correct the violations by 7/13/2009.

**If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.**

Thank you,

*Valerie Houloose*

Valerie Houloose  
Code Enforcement Inspector

7/14/09 Not done; took before pictures and turned over to Public Works to mow.  
The address is Greenleaf Drive; I had Green Drive but letter was delivered and signed for. Yellow tag & letter addressed properly.

**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:

Ngoc & Linh T Le Nguyen  
7780 Green Drive  
Lawista, NE 68128

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature *Ngoc & Linh T Le Nguyen* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) Ngoc & Linh T Le Nguyen C. Date of Delivery 7-9
- D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.  
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 0810 0001 6713 8082

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 4.44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Sent To Ngoc & Linh T Le Nguyen  
 Street, Apt No., or PO Box No. 7780 Green Drive  
 City, State, ZIP+4 Lawista, NE 68128  
 PS Form 3800, June 2002 See Reverse for Instructions

Date

7/6/09

Location

7780 Greenleaf

Violation

133.01 new

Time to Comply

5 days

Vehicle Description

Follow-up Officer

Valerie Harboose

Due: 7/13/09



07/14/2009







07/14/2009





07/14/2009





07/14/2009



600212212009





07/22/2009





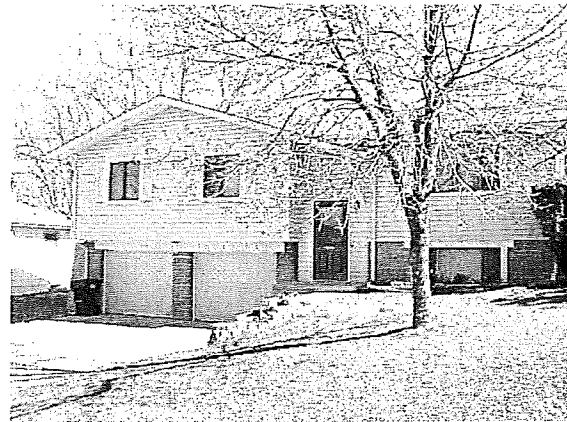
07/22/2009





**Active**

Parcel Number: 010419934  
 Location: 07780 \GREENLEAF DR  
 Owner: NGUYEN/NGOC V  
 C/O & LINH T LE  
 Mail Address: 7780 GREENLEAF DR  
 LA VISTA NE 68128-  
 Legal: LOT 210 GRANVILLE EAST  
 Tax District: 27002  
 Map #: 2959-14-0-30013-000-0210



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Split Entry		
Year Built:	1974	Bedrooms	3
Bathrooms	2	Total Sqft	1152
Total Bsmt Finish Sqft	384	Bsmt Total Sqft	1104
Garage Type		Garage Sqft	0
Lot Depth	125	Lot Width	65
<b>Misc</b>			
<b>Description</b>	<b>Sqft or Quantity</b>		
OPEN SLAB PORCH	24		
BSMT GARAGE FINISH	576		
DECK+ROOF(GBL)	160		
DRIVEWAY	1		

Sales Information (Updated 8/6/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
3/15/2004 2004-15137	NGUYEN/NGOC V & LINH T LE & DAT TIEN CHAU 7780 GREENLEAF DR LA VISTA NE 68128-	NGUYEN/NGOC V & LINH T LE 7780 GREENLEAF DR LA VISTA NE 68128-	\$50,896	\$50,896
11/1/1998 1998-36234	WEINAND/RONALD M & LAURIE L  911 BUCKBOAARD BLVD PAPILLION NE 68046-0000	NGUYEN/NGOC V & LINH T LE & DAT TIEN CHAU 7780 GREENLEAF DR LA VISTA NE 68128-	\$97,500	\$97,500

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$21,000	\$108,183	\$0	\$129,183	NO
2008	\$21,000	\$108,100	\$0	\$129,100	NO
2007	\$21,000	\$106,400	\$0	\$127,400	NO
2006	\$20,000	\$101,538	\$0	\$121,538	NO
2005	\$20,000	\$91,962	\$0	\$111,962	NO
2004	\$19,000	\$86,841	\$0	\$105,841	NO
2003	\$19,000	\$82,792	\$0	\$101,792	NO
2002	\$18,000	\$82,895	\$0	\$100,895	NO



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

CERTIFIED MAIL™



7009 0620 0001 7684 4497

UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P \$ 005.540  
0003064452 AUG 10 2009  
MAILED FROM ZIP CODE 68128

William Robey  
7354 S 70<sup>th</sup> Street  
La Vista, NE 68128

8-21-09  
8-24-09  
8-5-09  
4673  
8-11-09

NIXIE 681 SE 1 84 09/09/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 68128219899 \*1396-09245-10-41



68128219899

August 10, 2009



William Robey  
7354 S 70<sup>th</sup> Street  
La Vista, NE 68128

RE: Lot 202/La Vista Replat/Sarpy County, NE

Dear Mr. Robey:

On July 8, 2009, your property on S. 70<sup>th</sup> Street 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 and junk disposed of from the property by July 13, 2009 or the City would correct the violation at the owner's expense. On July 23, 2009, the Public Works Department mowed and line-trimmed the entire yard; and disposed of trash. The cost of \$349.06 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim and Remove Trash		
Two Workers, 3 Hours Each		113.31
Equipment Cost		179.25
Material		6.50
<b>TOTAL</b>	<b>\$</b>	<b><u>349.06</u></b>

Please remit \$349.06, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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



**TOTAL LABOR, EQUIPMENT and MATERIALS: \$299.06**

7/8/2009

William Robey  
7354 S. 70<sup>th</sup> Street  
La Vista, NE 68128

Re: Lot #202  
La Vista Replat


To: William Robey,

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 notifying you that the property needs to be mowed and any junk disposed of on the property. Only one notice is required for the growing season. A copy of the ordinance has been enclosed for you to read. If the property becomes non-compliant again, the City can schedule a crew to clean-up the property without prior notification. All charges accrued are assessed against the property. Please correct the violations by 7/13/2009.

**If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.**

Thank you,

  
Valerie Houlrose  
Code Enforcement Inspector

7/14/09 Not done; took before pictures  
and turned over to Public Works to create  
a work order. Mow, line trim, and dispose  
of any trash.







07/14/2009



07/14/2009





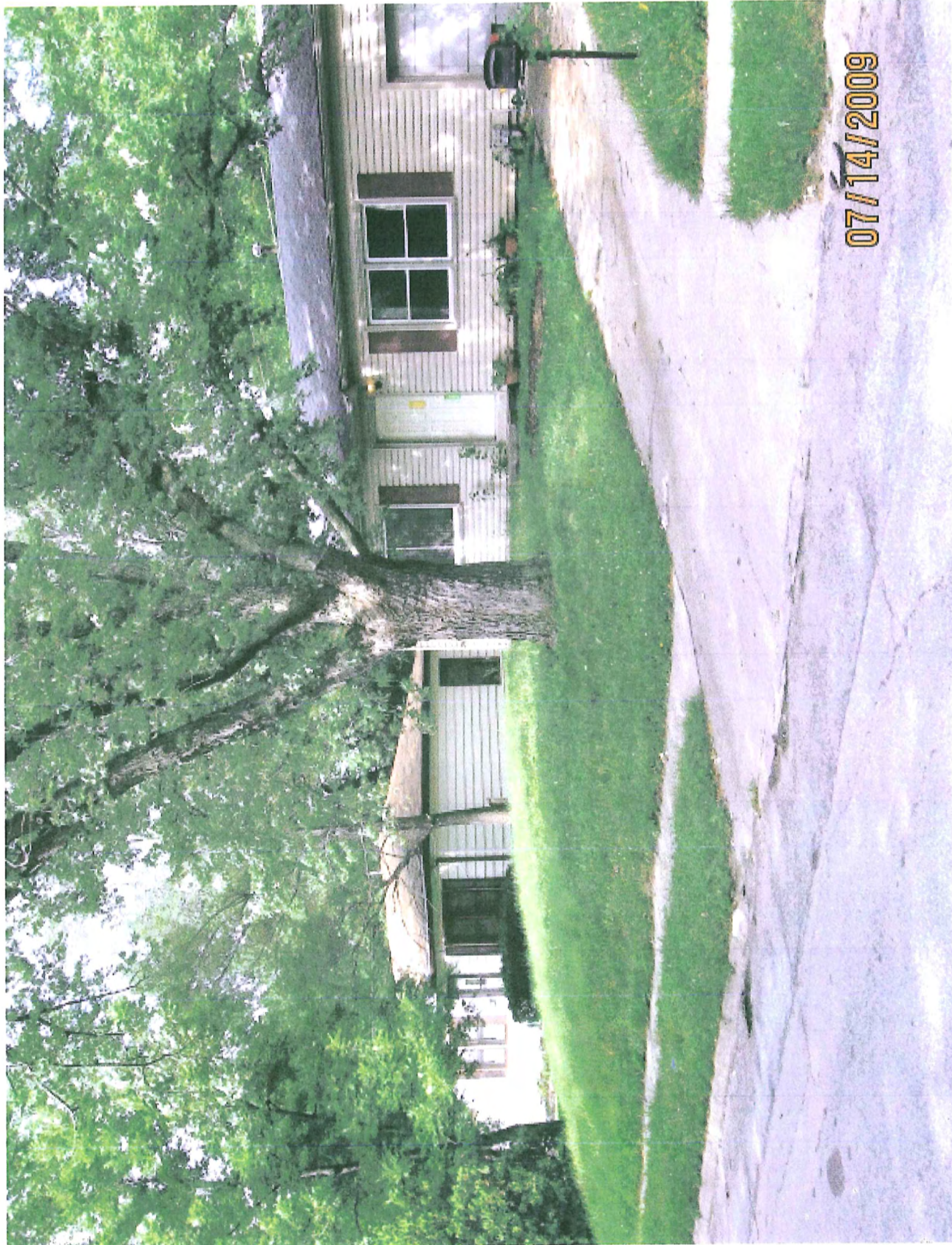


07/14/2009



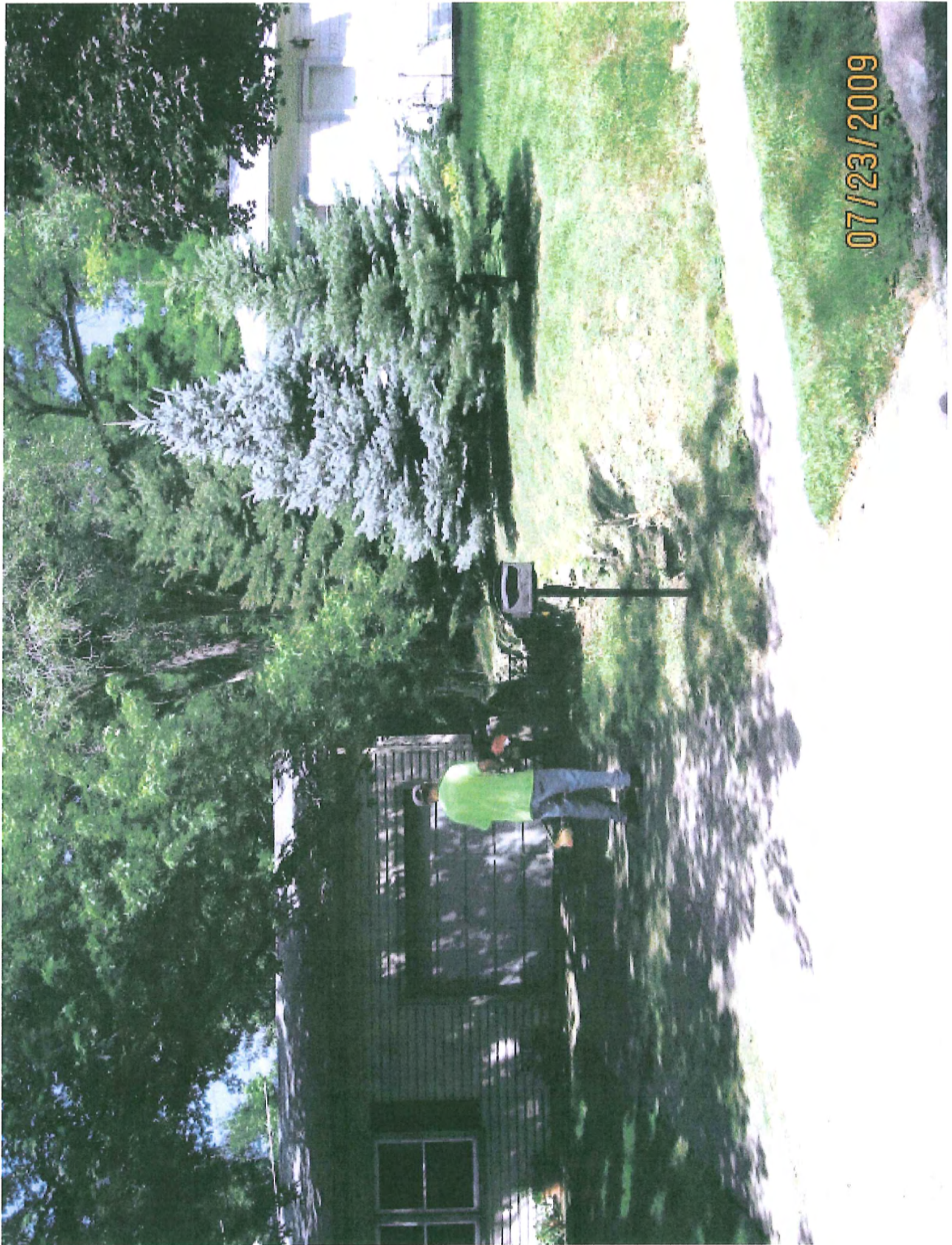




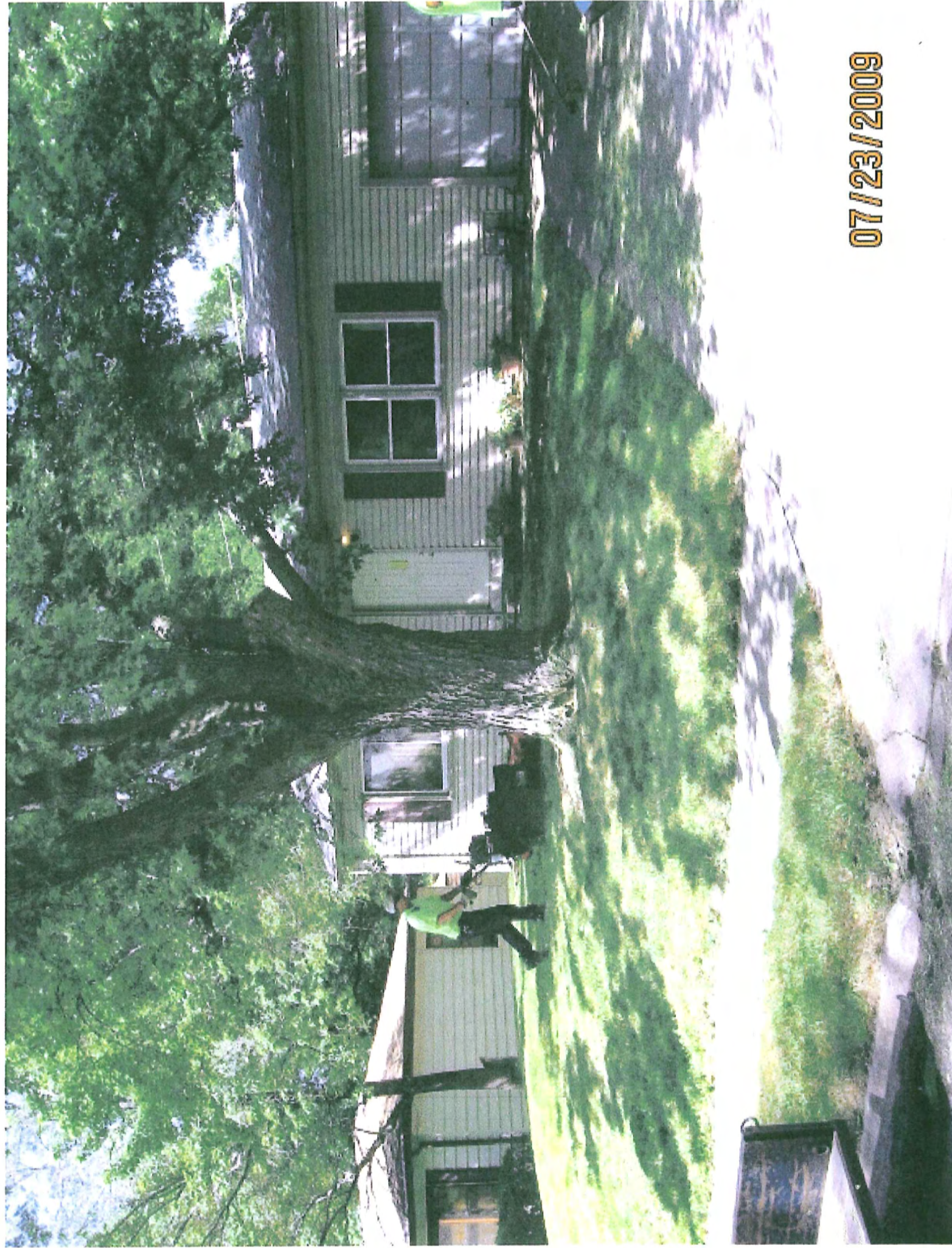


07/14/2009



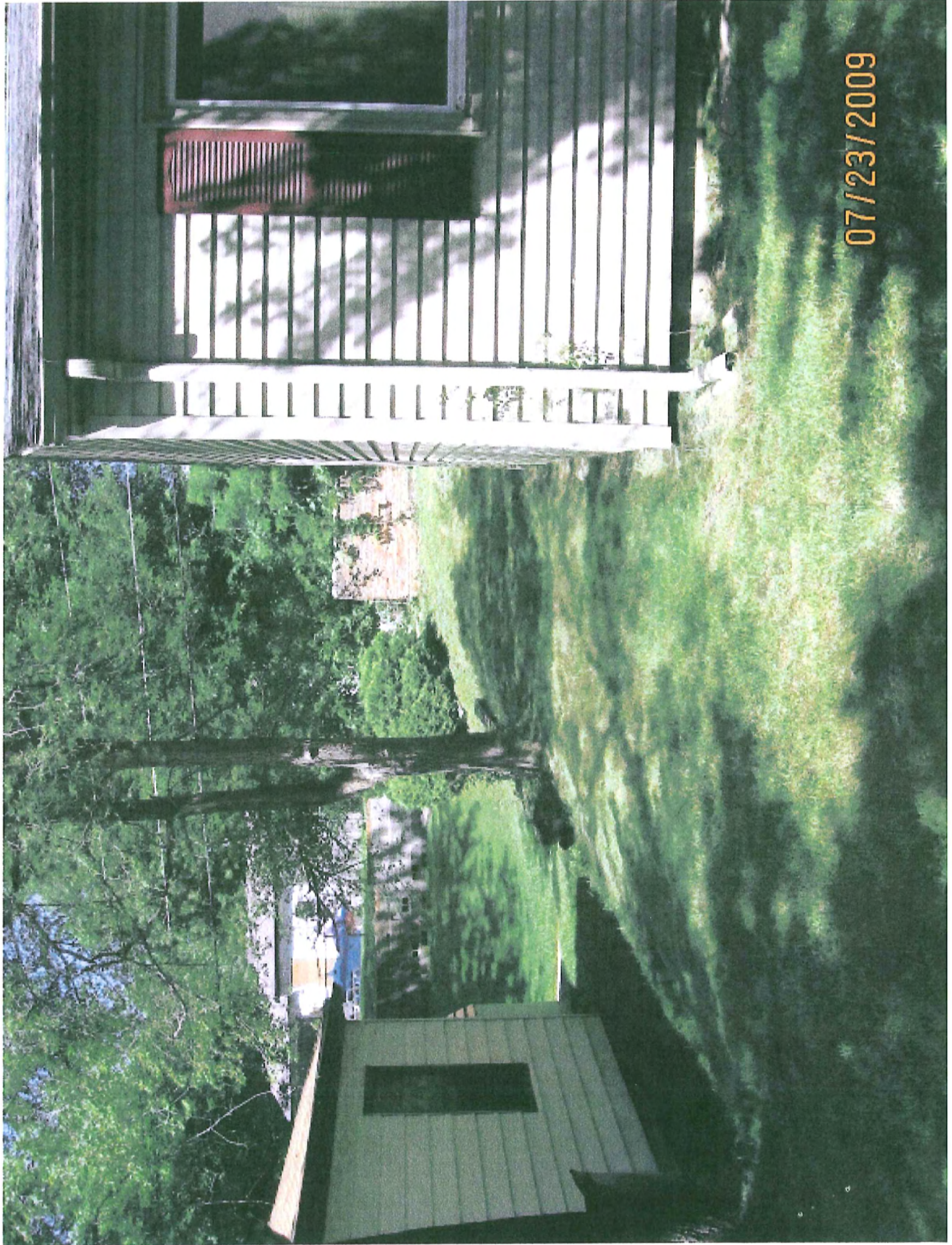






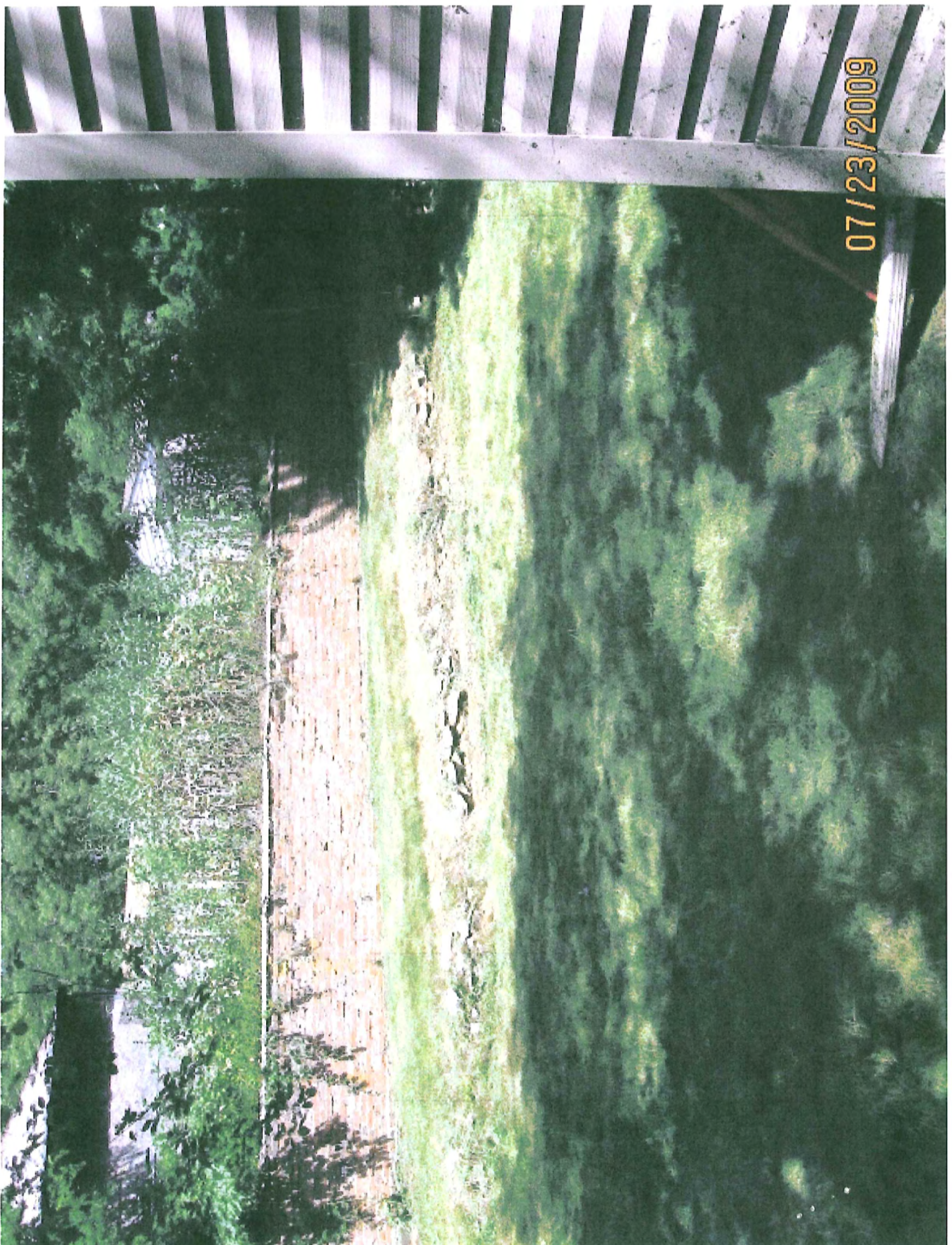
07/23/2009





07/23/2009





07/23/2009



**Active**

Parcel Number: 010347402  
 Location: 07354 \S 70TH ST  
 Owner: ROBEY/WILLIAM M  
 C/O  
 Mail Address: 7354 S 70TH ST  
 LA VISTA NE 68128-0000  
 Legal: LOT 202 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-13-2-30051-000-0238



Click Picture/Sketch for Larger View.

### Residential Information for 1 January Roll Year 2009

Style:	Ranch		
Year Built:	1960	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	580
Garage Type	Attached	Garage Sqft	312
Lot Depth	100	Lot Width	60

**Misc**

Description	Sqft or Quantity
OPEN SLAB PORCH	80
CONCRETE STOOP	144
DRIVEWAY	1

### Sales Information (Updated 8/6/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
--------------------	---------	---------	------------------	---------------------

### Valuation Information

**Valuation****PV = Partial Valuation**

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$18,000	\$71,211	\$0	\$89,211	NO
2008	\$18,000	\$67,814	\$0	\$85,814	NO
2007	\$18,000	\$66,909	\$0	\$84,909	NO
2006	\$18,000	\$65,524	\$0	\$83,524	NO
2005	\$18,000	\$60,182	\$0	\$78,182	NO
2004	\$18,000	\$56,136	\$0	\$74,136	NO
2003	\$18,000	\$54,575	\$0	\$72,575	NO
2002	\$18,000	\$58,165	\$0	\$76,165	NO
2001	\$16,000	\$44,973	\$0	\$60,973	NO
2000	\$15,520	\$41,563	\$0	\$57,083	NO
1999	\$15,360	\$42,361	\$0	\$57,721	NO
1998	\$11,280	\$41,508	\$0	\$52,788	NO
1997	\$51,876			\$51,876	NO
1996	\$45,060			\$45,060	NO
1995	\$41,401			\$41,401	NO
1994	\$35,126			\$35,126	NO
1993	\$33,775			\$33,775	NO
1992	\$33,775			\$33,775	NO
1991	\$31,180			\$31,180	NO
1990	\$31,180			\$31,180	NO



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

CERTIFIED MAIL™



7009 0820 0001 7684 4466



Chad and Crystal Howard  
12958 Margo St  
Omaha, NE 68138

MWD  
UTF

NO RESPONSE LEFT NO I

RT# \_\_\_\_\_ IN \_\_\_\_\_

1ST NOTICE \_\_\_\_\_ UTF

2ND NOTICE \_\_\_\_\_

RETURN \_\_\_\_\_

NIXIE 681 SE 1 84 08/13/09  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
BC: 68128213216 \*1386-09246-10-41  
32

August 10, 2009



Chad and Crystal Howard  
12958 Margo St  
Omaha, NE 68138

RE: Lot 15/Millard Highlands South 2<sup>nd</sup> Platting /Sarpy County, NE

Dear Mr. and Mrs. Howard:

On June 16, 2009, your property on Margo St. in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On July 9, 2009, the Public Works Department mowed and line-trimmed the entire yard; and removed the trash. The cost of \$252.29 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim, Remove Trash		
Two Workers, 2 Hours Each		75.54
Equipment Cost		123.50
Material		3.25
 TOTAL	\$	<u>252.29</u>

Please remit \$252.29, 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 October 6, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

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

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

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

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



July 24, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
12958 Margo St.

The following is a list of the expenses incurred by the Public Works Department on July 9, 2009 while mowing and line-trimming the entire property; and removing the trash at 12958 Margo St., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	2	\$57.54
Employee #2	\$9.00	2	\$18.00
TOTAL			\$75.54

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1/2 ton pickup	\$19.00	2	\$38.00
(1) 2-wheel trailer	\$4.75	2	\$9.50
(1) 36" walk behind mower	\$15.00	2	\$30.00
(1) leaf blower	\$8.00	2	\$16.00
(2) line-trimmers at \$7.50 each	\$15.00	2	\$30.00
TOTAL			\$123.50

**MATERIALS:**

(5) heavy duty trash bags at \$.65 each	\$3.25
TOTAL	\$3.25

**TOTAL LABOR, EQUIPMENT and MATERIALS: \$202.29**

6/19/2009

Chad & Crystal Howard  
12958 Margo Street  
Omaha, NE 68138

Re: Lot #15  
Millard Highlands South 2<sup>nd</sup> Platting


To: Chad & Crystal Howard,

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 the property referenced above needs to be mowed. Only one notice is required for the entire growing season. A copy of our ordinance has been enclosed for you to read. The city can mow the property without prior notification if the grass becomes non-compliant again. A yellow tag was left on the door with a due date of 6/23/09. Please correct the violation or the city will schedule a crew to mow; all costs will be assessed against the property.

**If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.**

Thank you,

  
Valerie Houlbouse  
Code Enforcement Inspector

6/23/09 Not done; waiting on certified card/letter.

Neighbor called to say someone had stopped, mowed the property but did not line trim etc. There are still noxious weeds. I explained I was waiting for the certified card to come back signed on the envelope undeliverable. Call (996-8122)

6/30/09 Some areas not done. Took before pictures & turned over to P.W. to complete.

Date 6/18/09  
Location 12958 Margo  
Violation 133.01 now  
Time to Comply 5 days  
Vehicle Description \_\_\_\_\_

Follow-up Officer Valerie Haulwood  
Due: 6/23/09

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ <u>4.44</u>
Certified Fee	<u>2.80</u>
Return Receipt Fee (Endorsement Required)	<u>2.30</u>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>5.54</u>

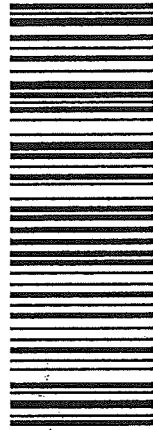
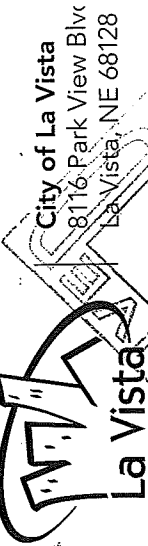
Sent to Chad & Crystal Howard  
Street, Apt. No., or PO Box No. 12958 Margo Street  
City, State ZIP+4 Omaha, NE 68138

Postmark Here 6/19/09  
-TEX

PS Form 3800, June 2002 See Reverse for Instructions

2489 6729 1000 0180 9002

CERTIFIED MAIL™



7006 0810 0001 6713 6842

Chad & Crystal Howard  
12958 Margo Street

4206 1 21 06/26/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER

OPEN ONCE LEFT NOTICE

IN

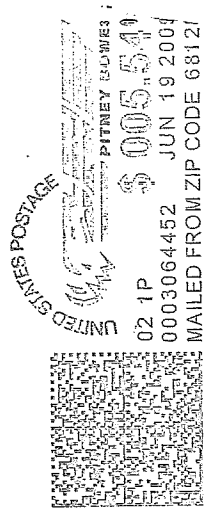
NOTICE

NOTICE

NOTICE

RETURN

RETURN





# City of La Vista

## Service Request Form



☐ Council Member

☒ Citizen

☐ Employee

Caller's Name: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Date Received: 6/17/9

Time Received: 3:25pm

Received By: TEK

☒ Request by Phone

☐ Request by Mail

☐ Request in Person

**Nature of Request:** At 12958 Margo St., lot needs mowed, including thistles by front porch.  
Caller states house has been vacant for a long time and she has called on this address before.

Department Responsible for Action:

Assigned Date:

Report of Action:

Date Accomplished:

Reviewed by DH:

Date:

Reviewed by CA:

Date:

Date Mailed:





06/30/2009





06/30/2009





06/30/2009



06/30/2009





06/30/2009







12958 Mango after

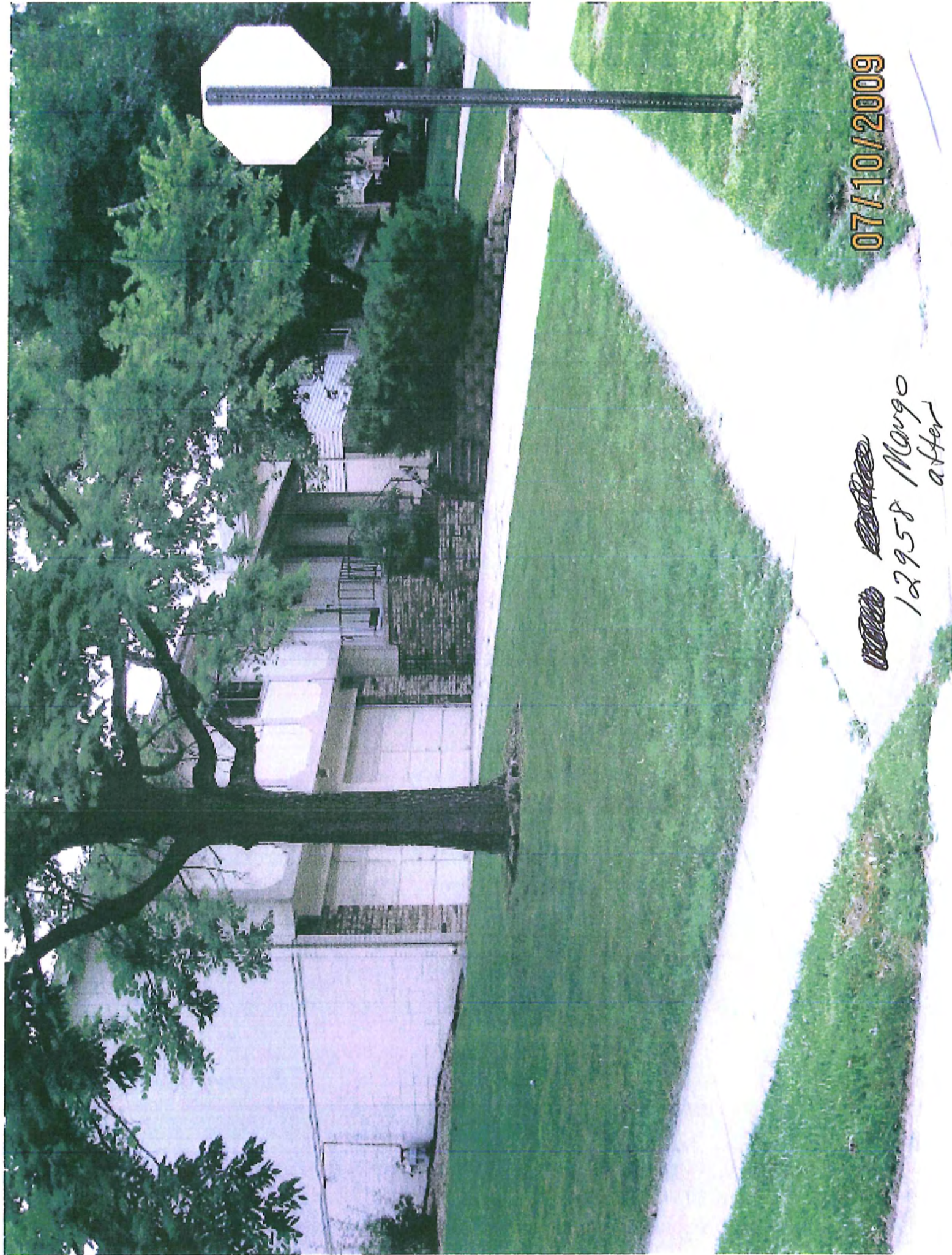




12958 Margo after

07/10/2009





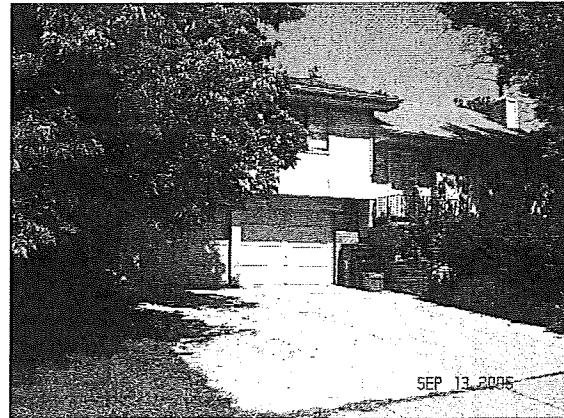
07/10/2009

~~12958~~ Margo  
after



**Active**

Parcel Number: 010955194  
 Location: 12958 \MARGO ST  
 Owner: HOWARD/CHAD D & CRYSTAL A  
 C/O  
 Mail Address: 12958 MARGO ST  
 OMAHA NE 68138-  
 Legal: LOT 15 MILLARD HIGHLANDS SOUTH 2ND  
 PLATTING  
 Tax District: 17014  
 Map #: 2959-18-0-60232-000-0015



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	Front to Back Split		
Year Built:	1980	Bedrooms	3
Bathrooms	1	Total Sqft	1159
Total Bsmt Finish Sqft	385	Bsmt Total Sqft	1098
Garage Type		Garage Sqft	
Lot Depth	142	Lot Width	67

Misc

Description	Sqft or Quantity
CONCRETE STOOP	24
WOOD DECK	100
SGLE 1/S FIREPLACE	1
DRIVEWAY	1
PATIO	100
GARAGE,BSMT~FINISH	552

Sales Information (Updated 8/6/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
4/30/2004 2004-16386	NELSON/CRAIG W 12958 MARGO OMAHA NE 68138-	HOWARD/CHAD D & CRYSTAL A 12958 MARGO ST OMAHA NE 68138-	\$124,900	\$124,900
1/29/1999 1999-3204	LUNEKE/DANIEL L & ROBIN L RYE 12958 MARGO OMAHA NE 68138-0000	NELSON/CRAIG W 12958 MARGO OMAHA NE 68138-	\$93,000	\$93,000
9/1/1996 1996-21697			\$90,500	\$90,500

Valuation Information

Valuation  
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$24,000	\$101,735	\$0	\$125,735	NO
2008	\$24,000	\$102,509	\$0	\$126,509	NO
2007	\$24,000	\$101,738	\$0	\$125,738	NO