



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO ANDY BREWER, of the La Vista Volunteer Fire & Rescue Department, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Andy Brewer, has served the City of La Vista since July 5, 2001, and

WHEREAS, Andy Brewer'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 Andy Brewer on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 19TH DAY OF JULY, 2011.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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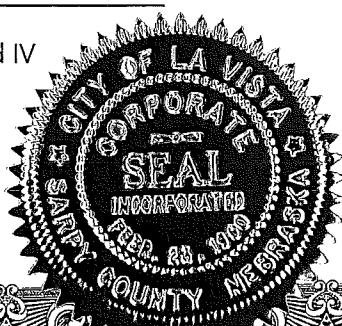
Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO RORY FROEHLICH, of the La Vista Volunteer Fire & Rescue Department, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, *Rory Froehlich*, has served the City of La Vista since July 5, 2006, and

WHEREAS, *Rory Froehlich'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 *Rory Froehlich* on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 19TH DAY OF JULY, 2011.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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Brenda L. Carlisle  
Councilmember, Ward I

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Mike Crawford  
Councilmember, Ward II

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Terrilyn Quick  
Councilmember, Ward II

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Mark D. Ellerbeck  
Councilmember, Ward III

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Alan W. Ronan  
Councilmember, Ward III

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Kelly R. Sell  
Councilmember, Ward IV

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Anthony J. Gowan  
Councilmember, Ward IV

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk





**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **MIKE BOLEY**, of the La Vista Volunteer Fire & Rescue Department, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, *Mike Boley*, has served the City of La Vista since July 5, 2006, and

WHEREAS, *Mike Boley'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 *Mike Boley* on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 19TH DAY OF JULY, 2011.

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Douglas Kindig, Mayor

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Ronald Sheehan  
Councilmember, Ward I

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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:

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Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING July 5, 2011

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 July 5, 2011. Present were Councilmembers: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Absent: Quick. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Community Development Director Birch, Public Works Director Soucie, Public Buildings and Grounds Director Archibald, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on June 23, 2011. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

### A. CONSENT AGENDA

- 1.APPROVAL OF THE AGENDA AS PRESENTED
- 2.APPROVAL OF CITY COUNCIL MINUTES FROM JUNE 21, 2011
- 3.APPROVAL OF PLANNING COMMISSION MINUTES FROM MAY 18, 2011
- 4.PAY REQUEST – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES –  
QUIET ZONE FINAL DESIGN - \$145.00
- 5.PAY REQUEST DOUGLAS COUNTY TREASURER – HELL CREEK STREAM  
STABILIZATION – PHASE 1 - \$5,000.00
- 6.APPROVAL OF CLAIMS

3M, supplies	4415.00
4 SEASONS AWARDS, supplies	30.00
A.S.P. ENTERPRISES, supplies	722.50
AA WHEEL & TRUCK SUP, supplies	55.04
ACCO UNLIMITED, supplies	300.20
ACCURATE TESTING, supplies	525.00
ACTION BATTERIES, supplies	92.31
ALAMAR, apparel	1671.94
ALEX, M., travel	185.03
AMERICAN BOTTLING, concessions	161.96
AMMERMAN, J., refund	36.00
ANDERSON EXCAVATING, services	8379.60
ARAMARK UNIFORM, apparel	209.30
A-RELIEF SERVICES, services	1334.00
ASPHALT & CONCRETE MATERIALS, supplies	3458.76
AVI SYSTEMS, service	2700.00
BAKER & TAYLOR BOOKS, books	1649.58
BANKERS TRUST, fees	500.00
BEACON BUILDING, service	6712.00
BENNINGTON EQUIP., maint	738.89
BETTER BUSINESS EQUIP, service	53.19
BLACK HILLS ENERGY, utilities	701.28
BOB'S RADIATOR REPAIR, service	75.00
BRAKE, A., auto	100.00
BUETHE, P., travel	188.30
BUILDERS SUP, supplies	66.18
CALENTINE, J., phone	30.00
CARL JARL, services	7.50
CITY OF OMAHA, sewer	66580.55

# MINUTE RECORD

NO. 729—REFFIELD & COMPANY, INC., OMAHA

July 5, 2011

COMP CHOICE, services	2367.00
CONTROL MASTERS, supplies	339.24
COSGRAVE, supplies	94.00
COX, utilities	270.89
CRANE, R., license	31.00
CUMMINS CENTRAL POWER, maint.	526.97
D & D, supplies	160.00
DANKO EMERGENCY EQUIP, supplies	102.15
DECOSTA SPORTING GOODS, equip.	28.99
DELL MARKETING, design	824.86
DIGITAL ALLY, supplies	172.50
DULTMEIER SALES & SERVICE, service	19.30
DURAN, T., refund	51.78
DXP, supplies	52.52
E & A CONSULTING, services	754.19
EDGEWEAR SCREEN PRINTING, medals	117.00
ESRI INC, services	2350.00
FASTENAL, supplies	22.61
FEDEX KINKO'S, services	101.50
FELD FIRE, supplies	1413.86
FITZGERALD SCHORR, services	20723.05
FROEHLICH, R., auto	100.00
G I CLEANER & TAILORS, services	157.75
GALE, books	638.92
GASSERT, M., services	618.00
GOLDMAN, J., phone	85.00
GREAT WESTERN BANK	250.00
GREENKEEPER CO, maint.	1145.75
GUNN, B., phone	45.00
HARM'S CONCRETE, services	117.35
HARTS AUTO SUP, supplies	284.00
HEALTH NET, books	42.48
HELGET GAS PROD, rental	83.00
HOME DEPOT, supplies	139.78
HONEYMAN RENT-ALL, services	685.79
HONEYMAN RENT-ALL, services	348.80
HY-VEE, supplies	51.29
ICSC, services	3580.00
INLAND TRUCK, maint.	636.73
IVERSON, D., apparel	120.00
J A HEIM FARMS, services	4914.00
J Q OFFICE EQUIP, services	5.56
JOHNSTONE SUP, maint.	10.62
KINDIG, D., phone	80.00
KLINKER, M., retainer	200.00
KOTTMANN, J., phone	160.37
KRIHA FLUID POWER, supplies	176.10
LA VISTA CHAMBER OF COMMERCE, meals	24.00
LA VISTA COMMUNITY FOUNDATION	50.00
LANDPORT SYS, services	125.00
LANDS' END, apparel	455.50
LARM, dues	1111.00
LAUGHLIN, KATHLEEN A, TRUSTEE	648.00
LEAGUE OF NE MUNICIPALITIES, dues	275.00
LEXIS NEXIS, supplies	37.47
LINCOLN NATIONAL LIFE	9373.04
LOGAN CONTRACTORS SUP, supplies	113.00
LOVELAND GRASS PAD, supplies	293.74
LUKASIEWICZ, B., phone	65.00
LYMAN-RICHEY, supplies	206.75

# MINUTE RECORD

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

July 5, 2011

MAPA, dues	75.00
MARKOWSKY, T J, auto	100.00
MCC, utilites & Bld&Grnds	21191.27
MID AMERICA PAY PHONES, services	100.00
MID CONTINENT SAFETY, supplies	675.00
MID-IAWA SOLID WASTE EQUIP, equip.	1833.05
MIDLANDS LIGHTING & ELECTRIC, supplies	173.50
MIDWEST MUDJACKING, supplies	97.29
MIDWEST RIGHT OF WAY, services	1724.00
MILLER PRESS, supplies	270.00
MONARCH OIL, supplies	679.00
MOORE, W., refund	18.00
MUD, utilities	3551.56
NATIONAL PAPER CO, supplies	350.64
NE FIRE CHIEF'S ASSN, dues	20.00
NE NATIONAL BANK, lease	1858.43
NE NOTARY, dues	98.25
NSVFA, dues	1400.00
NE TITLE, services	400.00
NEFF TOWING, services	235.00
NEXTEL, phone	337.00
NEXTEL, phone	204.63
NFPA, dues	150.00
OCLC, dues	28.40
OFFICE DEPOT, supplies	476.69
OMAHA COMPOUND, supplies	838.47
OMAHA WINNELSON, supplies	20.67
OMAHA WORLD HERALD, adv	4897.10
OMNIGRAPHICS, books	81.85
PAPILLION TIRE, maint.	207.14
PAPILLION-LA VISTA SOUTH BAND, prize	50.00
PARAMOUNT LINEN & UNIFORM, services	373.40
PEPSI, concessions	493.80
PETTY CASH	87.73
PETTY CASH	1560.00
PHOENIX POOLS & WATERFALLS, prize	50.00
PITNEY BOWES, services	221.00
PPE INC., training	8450.00
PREMIER-MIDWEST BEVERAGE, supplies	184.50
PRINCIPAL LIFE-FLEX SPENDING	209.25
QUALITY BRANDS, concessions	384.30
QWEST, phone	1147.43
RAINBOW GLASS & SUP, maint.	160.00
RALSTON ADVERTISING, printing	189.00
RAMIREZ, R., phone	43.00
RECORDED BOOKS, books	534.12
REGAL AWARDS , award	47.95
RON TURLEY ASSOCIATES, maint.	800.00
RUSTY ECK FORD, maint.	34.15
SAPP BROS PETROLEUM, supplies	29102.00
SAPP BROS SERVICE, maint.	483.84
SARPY COUNTY COURTHOUSE, services	3588.49
SARPY COUNTY FISCAL ADMIN, services	8874.00
SHELTER DISTRIBUTION-MW, supplies	165.40
SID DILLON , vehicle	46262.00
SIGN IT, adv.	2072.00
SMOOTHER CUT ENTERPRISES, services	1650.00
SOUCIE, J., phone	60.00
SPRINT, phone	120.45
STANDARD HEATING AND AIR, services	289.00

# MINUTE RECORD

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

July 5, 2011

STATE STEEL, supplies	281.96
STOLTENBERG NURSERIES, supplies	379.00
STOPAK, S., phone	50.00
SUPERIOR VISION	367.84
SWANK MOTION PICTURES, movie nights	421.00
THERMO KING CHRISTENSEN, supplies	218.78
TITAN MACHINERY, supplies	138.00
TODCO BARRICADE, supplies	225.00
TORNADO WASH, services	105.00
UNRUH, R., refund	30.00
USI EDUCATION, supplies	104.19
VAIL, A., auto	100.00
VALLEY OPERATIONAL WEAR, apparel	880.58
VERIZON, phone	185.39
VIERREGGER ELECTRIC, maint.	360.22
WAL-MART, supplies	952.10
WARD, D., license	31.00
WOLFF, D., services	270.00
WOWT, adv.	1600.00
WPS MEDICARE PART B, refund	296.40

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reminded Councilmembers of upcoming budget workshops on July 11<sup>th</sup> and July 12<sup>th</sup> at 6 p.m.

Police Chief Lausten thanked the Public Works Department and the Fire Department for helping make the Sobriety Check Point on 118<sup>th</sup> and Harrison a success. The Operation was funded by the NE Department of Highway Safety.

Public Works Director Soucie reported that the landscaping project at Val Verde park was complete. The walking overpass will be closed for 2 to 3 weeks for repairs. There were wiring issues with the lights at 84<sup>th</sup> and Giles over the weekend which have been repaired. Soucie also reported that a pump is being repaired at the water feature and it should be up and running in a few days.

Library Director Barcal reported they are participating in a grant for new computers at the library based off of public use. During the week of June 13 – 19<sup>th</sup> 407 uses were registered for the computer lab and children's computers. Barcal stated that there are currently 3827 items checked out and the library which has a value of over \$113,000.00, a cost savings to library patrons that don't have to buy those items.

## B. CONDITIONAL USE PERMIT AMENDMENT – AUTOMOBILE DISPLAY, SALES, SERVICE AND REPAIR, LOT 16 SOUTHPORT EAST

### 1. PUBLIC HEARING

Mayor Kindig stated the public hearing had been continued from the June 21, 2011 meeting and stated the floor was open for discussion on the Conditional Use Permit Amendment- Automobile Display, Sales, Service and Repair, Lot 16 Southport East continued from June 21, 2011. Anyone desiring to comment was asked to keep their comments to three minutes. Larry Jobeun, representing Performance Auto Group, addressed the Council and informed them that Performance Auto Group had met or exceeded the criteria set by the city for a Conditional Use Permit.

# MINUTE RECORD

At 7:13 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## 2. RESOLUTION

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 11-077; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDED CONDITIONAL USE PERMIT FOR AUTOMOBILE DISPLAY, SALES, SERVICE AND REPAIR ON LOT 4, PERFORMANCE AUTO PLAZA, AND LOT 16, SOUTHPORT EAST, LA VISTA, NEBRASKA.

WHEREAS, 90/370, LLC, has applied to amend the conditional use permit for automobile display, sales, service and repair on Lot 4, Performance Auto Plaza, to include Lot 16, Southport East; and

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

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

1. On June 21, 2011 the City Council approved the addition right of way dedication for Eastport Parkway. The City will record this document.
2. Amendments to the initial application have appeased items #2-5 of the City Engineer's Report. FAA approval will need to be obtained prior to any building permit approval.
3. The applicant has provided documentation approving of the release of the property from the Southport East covenants.
4. The design review for Lot 16 Southport East has been completed.
5. There will be no significant change in impact on existing infrastructure such as utilities and roads as a result of this CUP amendment.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of an amended Conditional Use Permit in form and content submitted at this meeting, for 90/370, LLC, for automobile display, sales, service and repair on Lot 4, Performance Auto Plaza, and Lot 16, Southport East, subject to the conditions listed in the last recital above.

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

# MINUTE RECORD

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

July 5, 2011

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reported that Movie Night has had a great turn out, and that the first concert is being held on Friday July 8, 2011 followed by a movie.

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

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**SAFETY COMMITTEE MEETING**  
**MINUTES**  
**May 17, 2011**

**I. CALL TO ORDER**

A rescheduled meeting of the Safety Committee convened on May 17, 2011 at 9:00 AM at the La Vista Police Station, 7701 So. 96<sup>th</sup> St, La Vista, NE. Called to order by Sinnett.

Present: Bob Lausten, Rich Uhl, Jeff Sinnott, Pat Cavlovic, Jeff Siebels, guest Bryan Waugh.

Absent: Pam Buethe, Randy Ruhge, Rich Carstensen, Mary Alex.

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

Due to a lack of a quorum at the January meeting the October minutes were presented here for approval.

Motion by Lausten, second by Uhl to approve minutes from October 2010 meeting. Minutes approved.

After a brief discussion regarding the posting of the minutes in each department it was concluded that in the future all minutes will be e-mailed to department heads as well as the safety committee members. The department heads may then determine if they would like to post the minutes within their departments.

There was not enough information to conduct sub-committee reports at this time so discussion moved directly to old and new business.

**III. OLD BUSINESS**

The last lunch and learn session held at the rec center was not well attended. It was determined that the department heads and safety committee members need to attend these sessions in an effort to encourage participation.

Lausten reported that one of the safety committee's goals in January 2010 was severe weather awareness. Tornado drills were performed during severe weather week, weather radios were placed, and fire drills were also performed. Several comments have been received stating that there is still some confusion as to where employees are supposed to go during a tornado or a fire. There are a number of new employees as well. After discussion this item was tabled and will be discussed again at the July meeting.

The new LEOP plan is now available. Capt DJ Barcal is the representative for the Police Dept and Melanie Smith is the representative for the Fire Dept.

CPR/AED training is currently being given to public works employees who did not receive it in the first round. Discussion was held regarding keeping records of employees who are CPR certified and their renewal dates. Refresher courses are faster and easier than allowing certifications to expire and having to re-certify. There have also been several employees who have inquired about first-aid training. This was offered a number of

years ago in conjunction with the CPR classes. It was determined that each department should budget for CPR and first-aid training and that each department head or their designee be responsible for tracking employees who are CPR certified and when their renewal dates are to stay current on training. There are AED's in nearly every building in the city now as well as all police cruisers. There was discussion in the past as to when to check the batteries in the AED's as well as who is responsible for checking them. Committee will look into this by the next meeting. There are several different types and brands of AED's currently in use and they are not all the same as far as checking batteries. Committee will look into determining the proper way to check batteries on each type of unit. There was also discussion regarding who is ultimately responsible for staying familiar with the proper use of the AED in their departments. While most employees have gone through the training on use of AED's, the actual unit used in each department may be slightly different than the ones employees were trained on. In the event of an actual emergency situation there needs to be someone responsible to be familiar with the AED unit. Do we ask department heads to be that person?

Safety awards. There is money set aside for this, but it has never been used. Discussion was held regarding what do we award for? How do we determine winners? How do we keep it fair? This item was tabled.

Safe driving flyer went out on paystubs last winter. This is one of the committee's goals for 2011. Bob Perry from LARM has been in contact with the safety committee regarding a curriculum for safe driving that he will be presenting to employees at no charge this fall. Sgt Waugh was on hand to discuss safe driving. He will work with Bob Perry to develop this. It will be similar to that which is offered through the safety council. It will include backing, signal violations, right of way, etc... There will be 2-4 hours of classroom training followed by course driving set-up at the sports complex parking lot. This will be offered several times over several weeks in September and will be mandatory for anyone that drives a city vehicle as well as any new employee that did not participate in the last session several years ago. Employee's who attended the session before are welcome to attend again and there is a possibility it could be extended to family members for a fee.

#### IV. NEW BUSINESS

Safety committee positions up for appointment. With no meeting in January there was no discussion regarding positions that may have been up for appointment/re-appointment in April. Discussion followed regarding the filling of these positions as well as attracting new faces to the safety committee. Pat C stated there were several in his department that may be interested in a position and are we supposed to be rotating new people into this committee. Do we post a sign-up sheet in each department and then the committee members can discuss filling open positions with interested parties before sending names onto council for approval? Committee will look into this and open appointments for the July meeting.

Several years ago the city conducted seat belt checks and received an award through the Highway Safety Council from the governor's office for compliance. The committee will again be doing this and will tie it into the safe driving campaign in the fall.

There was no health fair last year and with the push for the new wellness program there was discussion on whether this should be brought back. Committee feels this go hand in hand. If there is not enough interest in the full health fair, can we possibly tie cholesterol screening and/or blood sugar screening in with the flu shots this year? Something to bring awareness back to the employees.

Uhl reported that the Fire Dept will begin a new program starting in June. They will be conducting blood pressure screening including pulse, respirations, and pulse oxygen readings on Sundays at District 1 Fire Station on a drop-in basis from 1 to 3 every Sunday except holidays. There is a press release from the fire department attached to these minutes.

V. ADJOURNMENT

Motion by Uhl, second by Cavlovic to adjourn at 10:00 AM



## Press Release

For Immediate Release  
Monday, May 16, 2011

For more information contact:

Austin Brake,  
*Public Information Officer*  
La Vista Volunteer Fire Dept.  
(402) 331-4748 x122  
[abrade@cityoflavista.org](mailto:abrade@cityoflavista.org)

### La Vista Fire to hold Blood Pressure Screening Clinics

Beginning June 5, the La Vista Volunteer Fire and Rescue Department will offer a new service to the community.

Free blood pressure screenings will be available at the District One Station, 8110 Park View Blvd, on a drop-in basis from 1 to 3pm. every Sunday with the exception of holidays.

On the first visit, individuals will be given a wallet size card to record their blood pressure for future visits.

High blood pressure, also known as hypertension, can be dangerous. If identified and controlled, many of the long term complications, such as damage to the arteries, heart, brain, kidneys and eyes, can be avoided. The complimentary screenings are offered as a first step in determining if further examination by a health care professional is necessary.

###

## **La Vista Employee Wellness Program**

### **Results of Session 1: October 1, 2010 through March 31, 2011**

<b>Department</b>	<b>Name</b>	<b>Points</b>	<b>Award Earned</b>
<b>City Hall</b>	Pam Buethe	655 points	8-hours earned time off
	Tom Kacmarynski	187 points	2-hours earned time off
	Mitch Beaumont	188points	2-hour earned time off
<b>Community Development</b>	Don Simons	597 points	8-hours earned time off
	Brad Baber	543 points	8-hours earned time off
	Jeff Sinnett	521 points	8-hours earned time off
	Michelle Alfaro	200 points	2-hours earned time off
<b>Police</b>	D.J. Barcal	742 points	8-hours earned time off
	Pablo Jimenez	630 points	8-hours earned time off
	Jamie Schuster	549 points	8-hours earned time off
	Bryan D. Waugh	444 points	4-hours earned time off
	Kevin Pokorny	361 points	4-hours earned time off
	Randy Ruhge	361 points	4-hours earned time off
	Kraig Gomon	358 points	4-hours earned time off
	John Danderand	346 points	4-hours earned time off
<b>Public Works</b>	Jim Ruffner	561 points	8-hours earned time off
	Ray Crane	326 points	4-hours earned time off
<b>Library</b>	Rose Barcal	533 points	8-hours earned time off
	Jan Bolte	150 points	2-hour earned time off
<b>Recreation</b>	Scott Stopak	912 points	8-hours earned time off
	Dave Karlson	568 points	8-hours earned time off
	Rich Carstensen	663 points	8-hours earned time off

**CITY OF LAVISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

For the nine months ended June 30, 2011

75% of the Fiscal Year

	General Fund					Debt Service Fund					Capital Fund				
	Budget (12 month)	MTD Actual	YTD Actual	Over/(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over/(under) Budget	Budget	MTD Actual	YTD Actual	Over/(under) Budget		
<b>REVENUES</b>															
Property Taxes	\$ 5,286,478	\$ 83,061	\$ 3,009,568	\$ (2,276,910)	57%	\$ 526,071	\$ 6,554	\$ 317,044	\$ (209,028)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	1,955,000	91,126	1,865,915	(89,085)	95%	977,500	45,563	932,957	(44,543)	1,567,550	-	-	-	-	(1,567,550)
Payments in Lieu of taxes	90,000		155,929	65,929	173%	-	-	-	-	-	-	-	-	-	-
State revenue	903,298	105,531	868,085	(35,213)	96%	-	-	-	-	-	-	-	-	-	-
Occupation and franchise taxes	650,000	11,872	633,026	(16,974)	97%	-	-	-	-	-	-	-	-	-	-
Hotel Occupation Tax	612,105	55,487	448,586	(163,519)	73%	-	-	-	-	-	-	-	-	-	-
Licenses and permits	389,500	66,808	472,245	82,745	121%	-	-	-	-	-	-	-	-	-	-
Interest income	50,000	1,413	7,505	(42,495)	15%	75,000	2,141	13,048	(61,952)	-	-	-	-	-	-
Recreation fees	123,500	26,738	104,172	(19,328)	84%	-	-	-	-	-	-	-	-	-	-
Special Services	16,490	782	16,163	(327)	98%	-	-	-	-	-	-	-	-	-	-
Grant Income	207,349	7,143	90,144	(117,205)	43%	-	-	-	-	-	-	-	-	-	-
Other	1,656,622	23,169	448,864	(1,207,758)	27%	1,885,000	241,189	547,545	(1,337,455)	3,141,543	245,884	3,392,888	251,345	-	-
<b>Total Revenues</b>	<b>11,940,342</b>	<b>473,130</b>	<b>8,120,202</b>	<b>(3,820,139)</b>	<b>68%</b>	<b>3,463,571</b>	<b>295,447</b>	<b>1,810,594</b>	<b>(1,652,978)</b>	<b>4,806,593</b>	<b>245,884</b>	<b>3,392,888</b>	<b>(1,413,705)</b>		
<b>EXPENDITURES</b>															
Current:															
Mayor and Council	174,121	5,269	69,921	(104,200)	40%	-	-	-	-	-	-	-	-	-	-
Boards & Commissions	11,095	476	5,055	(6,040)	46%	-	-	-	-	-	-	-	-	-	-
Public Buildings & Grounds	534,767	37,545	333,828	(200,939)	62%	-	-	-	-	-	-	-	-	-	-
Administration	716,418	101,485	600,484	(115,934)	84%	90,000	43,352	48,308	(41,692)	-	-	-	-	-	-
Police and Animal Control	3,773,149	241,230	2,712,247	(1,060,902)	72%	-	-	-	-	-	-	-	-	-	-
Fire	654,933	43,257	321,560	(333,373)	49%	-	-	-	-	-	-	-	-	-	-
Community Development	645,161	35,288	422,792	(222,369)	66%	-	-	-	-	-	-	-	-	-	-
Public Works	3,104,841	236,862	2,225,027	(879,814)	72%	-	-	-	-	-	-	-	-	-	-
Recreation	647,567	65,615	399,271	(248,296)	62%	-	-	-	-	-	-	-	-	-	-
Library	651,541	49,527	442,247	(209,294)	68%	-	-	-	-	-	-	-	-	-	-
Human Resources	469,559	5,259	384,750 *	(84,809)	82%	-	-	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	76,756	4,444	48,077	(28,679)	63%	-	-	-	-	-	-	-	-	-	-
Capital outlay	408,370	25,285	200,379	(207,991)	49%	-	-	-	-	-	-	-	-	5,801,698	245,884
Debt service; (Warrants)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,408,810)
Principal	-	-	-	-	-	2,290,000	35,000	2,170,000	(120,000)	-	-	-	-	-	-
Interest	-	-	-	-	-	1,309,098	204,196	1,169,462	(139,635)	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>11,868,278</b>	<b>851,541</b>	<b>8,165,637</b>	<b>(3,702,642)</b>	<b>69%</b>	<b>3,689,098</b>	<b>282,548</b>	<b>3,387,770</b>	<b>(301,327)</b>	<b>5,801,698</b>	<b>245,884</b>	<b>3,392,888</b>	<b>(2,408,810)</b>		
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>72,064</b>	<b>(378,410)</b>	<b>(45,434)</b>	<b>117,498</b>	<b>-63%</b>	<b>(225,526)</b>	<b>12,898</b>	<b>(1,577,177)</b>	<b>1,351,650</b>	<b>(995,105)</b>					<b>(995,105)</b>
<b>OTHER FINANCING SOURCES (USES)</b>															
Operating transfers in (out)	(1,343,400)	-	-	1,343,400	-	(835,114)	-	-	835,114	260,105	-	-	-	-	(260,105)
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	735,000	-	-	-	-	(735,000)
<b>Total other Financing Sources (Uses)</b>	<b>(1,343,400)</b>	<b>-</b>	<b>-</b>	<b>1,343,400</b>	<b>-</b>	<b>(835,114)</b>	<b>-</b>	<b>-</b>	<b>835,114</b>	<b>995,105</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(995,105)</b>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ (1,271,336)</b>	<b>\$ (378,410)</b>	<b>\$ (45,434)</b>	<b>\$ (1,225,902)</b>	<b>-</b>	<b>\$ (1,060,640)</b>	<b>\$ 12,898</b>	<b>\$ (1,577,177)</b>	<b>\$ 516,536</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND BALANCE, beginning of the year</b>				<u>4,329,223</u>						<u>7,552,573</u>					<u>371,268</u>
<b>FUND BALANCES, END OF PERIOD</b>				<u>\$ 4,283,789</u>						<u>\$ 5,975,396</u>					<u>\$ 371,268</u>

\* FY11 Liability and Workers' Comp Insurance

**CITY OF LAVISTA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**

**BUDGET AND ACTUAL**  
**For the nine months ended June 30, 2011**  
**75% of the Fiscal Year**

	Sewer Fund						Golf Course Fund													
	Budget		MTD Actual		YTD Actual		Over (Under) Budget		% of Budget Used		Budget		MTD Actual		YTD Actual		Over (Under) Budget		% of Budget Used	
	Budget	Actual	MTD	Actual	YTD	Actual	Over	(Under)	Budget	Used	Budget	Actual	MTD	Actual	YTD	Actual	Over	(Under)	Budget	Used
<b>REVENUES</b>																				
User fees	\$ 1,873,922	\$ 157,620	\$ 1,360,597	\$ (513,325)		73%	\$ 190,000	\$ 37,367	\$ 136,152	\$ (53,848)										72%
Service charge and hook-up fees	125,000	18,000	303,246	178,246		243%	-	-	-	-	33,800	7,627	20,029	(13,771)						-
Merchandise sales	-	-	-	-		-	36,154	36,154	n/a	-	-	-	-	-	-	-	-	-	59%	
Grant	-	-	-	-		-	36,154	36,154	n/a	-	-	-	-	-	-	-	-	-	-	
Miscellaneous	200	19	219	19		109%	-	-	-	-	300	58	275	-	-	-	-	-	-	92%
<b>Total Revenues</b>	<b>1,999,122</b>	<b>175,639</b>	<b>1,700,216</b>	<b>(298,906)</b>		<b>85%</b>	<b>224,100</b>	<b>45,052</b>	<b>156,456</b>	<b>(67,619)</b>									<b>70%</b>	
<b>EXPENDITURES</b>																				
General Administrative	446,776	28,906	317,685	(129,091)		71%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost of merchandise sold	-	-	-	-		-	26,950	4,547	19,433	(7,517)									72%	
Maintenance	1,500,772	170,345	921,919	(578,853)		61%	204,953	16,761	142,593	(62,360)									70%	
Production and distribution	-	-	-	-		-	141,658	11,970	83,709	(57,949)									59%	
Capital Outlay	79,250	25,998	29,108	(50,142)		37%	7,000	-	5,932	(1,068)									85%	
Debt Service:	-	-	-	-		-	110,000	-	110,000	-									100%	
Principal	-	-	-	-		-	22,533	9,782	22,533	0									100%	
Interest	-	-	-	-		-	513,093	43,059	384,199	(128,894)									75%	
<b>Total Expenditures</b>	<b>2,026,798</b>	<b>225,248</b>	<b>1,268,711</b>	<b>(758,087)</b>		<b>63%</b>														
<b>OPERATING INCOME (LOSS)</b>	<b>(27,676)</b>	<b>(49,610)</b>	<b>431,504</b>	<b>(459,180)</b>		-	<b>(288,993)</b>	<b>1,993</b>	<b>(227,743)</b>	<b>61,275</b>									-	
<b>NON-OPERATING REVENUE (EXPENSE)</b>																				
Interest income	10,000	350	4,201	(5,799)		42%	25	3	19	(6)									74%	
	10,000	350	4,201	(5,799)		42%	25	3	19	(6)									74%	
<b>INCOME (LOSS) BEFORE OPERATING TRANSFERS</b>	<b>(17,676)</b>	<b>(49,260)</b>	<b>435,705</b>	<b>(453,381)</b>		-	<b>(288,968)</b>	<b>1,996</b>	<b>(227,724)</b>	<b>61,244</b>									-	
<b>OTHER FINANCING SOURCES (USES)</b>																				
Operating transfers in (out)	-	-	-	-		-	270,000	9,782	132,533	(137,467)									49%	
<b>NET INCOME (LOSS)</b>	<b>\$ (17,676)</b>	<b>\$ (49,260)</b>	<b>\$ 435,705</b>	<b>\$ (453,381)</b>		-	<b>\$ (18,968)</b>	<b>\$ 11,778</b>	<b>\$ (95,191)</b>	<b>\$ 76,223</b>									-	
<b>NET ASSETS, Beginning of the year</b>			<u>4,839,878</u>													<u>239,251</u>				
<b>NET ASSETS, End of the year</b>			<u>5,275,583</u>													<u>\$ 144,060</u>				

# MIDWEST

Right of Way Services, Inc.

July 1, 2011

Ms. Pam Buethe, City Clerk  
City of LaVista  
8116 Parkview Blvd.  
LaVista, Nebraska 68128

## Invoice No.: 2939

Midwest Right of Way Services #273

### Right of Way Services in connection with Thompson Creek/LaVista FEMA Buyout

For the period of June 1, 2011 through June 30, 2011

Total Contract	\$ 129,800.00
Total Billed through May 31, 2011	\$ 55,456.00

Project Manager	1.00 hours at	\$80 per hour	\$ 80.00
Acquisition Agent	22.50 hours at	\$68 per hour	\$ 1,530.00
Relocation Agent	hours at	\$68 per hour	\$ -

<b>Total Amount Due for this Invoice</b>	<b>\$ 1,610.00</b>
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Total Remaining on Contract (after this invoice)	\$ 72,734.00
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<b>Total Amount for Past Due Invoices</b>	<b>\$ -</b>
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<b>Total Amount Currently Due</b>	<b><u>\$ 1,610.00</u></b>
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For questions regarding this invoice, please call Jack Borgmeyer at 955-2900.

Consent Agenda  
05.71.0645.09

OK/solay  
P. Buethe  
7/1/11

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1	Bank of Nebraska (600-873)								
46151	Payroll Checks	Thru	46156						
46157	Gap in Checks	Thru	104383						
104384	7/06/2011	1194	QUALITY BRANDS OF OMAHA	411.65		**MANUAL**			
104385	7/06/2011	3739	FELSBURG HOLT & ULLEVIG	145.00		**MANUAL**			
104386	7/06/2011	355	DOUGLAS COUNTY ENGINEER	5,000.00		**MANUAL**			
104387	7/07/2011	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	648.00		**MANUAL**			
104388	7/08/2011	4562	PUTJENTER, JOE	1,200.00		**MANUAL**			
104389	7/08/2011	4559	EASTERN NEBR SOCCER ASSN	515.00		**MANUAL**			
104390	7/12/2011	4397	EASYWAY INTERNATIONAL LLC	76,636.00		**MANUAL**			
104391	7/19/2011	4354	A-RELIEF SERVICES INC	124.00		**MANUAL**			
104392	7/19/2011	3983	ABE'S PORTABLES INC	172.57					
104393	7/19/2011	4332	ACCO UNLIMITED CORP	385.00					
104394	7/19/2011	762	ACTION BATTERIES UNLTD INC	250.00					
104395	7/19/2011	571	ALAMAR UNIFORMS	436.44					
104396	7/19/2011	11	ALL FLAGS ETC	650.85					
104397	7/19/2011	1271	AMERICAN PLANNING ASSOCIATION	795.00					
104398	7/19/2011	536	ARAMARK UNIFORM SERVICES INC	522.24					
104399	7/19/2011	636	ART FAC GRAPHICS LTD	96.00					
104400	7/19/2011	201	BAKER & TAYLOR BOOKS	1,134.06					
104401	7/19/2011	1839	BCDM-BERINGER CIACCIO DENNELL	768.32					
104402	7/19/2011	1784	BENNINGTON EQUIPMENT INC	327.56					
104403	7/19/2011	196	BLACK HILLS ENERGY	1,259.59					
104404	7/19/2011	2209	BOUND TREE MEDICAL LLC	342.37					
104405	7/19/2011	1242	BRENTWOOD AUTO WASH	98.00					
104406	7/19/2011	76	BUILDERS SUPPLY CO INC	55.68					
104407	7/19/2011	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**				
104408	7/19/2011	2625	CARDMEMBER SERVICE-ELAN	4,955.00					
104409	7/19/2011	3815	CIVIC PLUS	12,810.00					
104410	7/19/2011	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
104411	7/19/2011	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
104412	7/19/2011	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
104413	7/19/2011	83	CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**				
104414	7/19/2011	83	CJ'S HOME CENTER	1,153.69					
104415	7/19/2011	4499	CLEARY BUILDING CORP	5,000.00					
104416	7/19/2011	2683	COLOMBO/PHELPS COMPANY	488.01					
104417	7/19/2011	2158	COX COMMUNICATIONS	148.65					
104418	7/19/2011	2870	CPS HUMAN RESOURCE SERVICES	1,028.50					
104419	7/19/2011	3136	D & D COMMUNICATIONS	151.30					
104420	7/19/2011	4119	D & J BEVERAGE SERVICE INC	29.92					
104421	7/19/2011	619	DELL MARKETING L.P.	4,798.15					
104422	7/19/2011	111	DEMCO INCORPORATED	147.54					
104423	7/19/2011	77	DIAMOND VOGEL PAINTS	1,124.50					
104424	7/19/2011	374	DISPLAY SALES	4,216.00					
104425	7/19/2011	364	DULTMEIER SALES & SERVICE	47.21					
104426	7/19/2011	159	DXP ENTERPRISES INC	96.30					

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
104427	2566 ELECTRONIC ENGINEERING	7/19/2011				354.50			
104428	739 EYMAN PLUMBING INC	7/19/2011				420.06			
104429	1235 FEDEX KINKO'S	7/19/2011				.00	**CLEARED**	**VOIDED**	
104430	1235 FEDEX KINKO'S	7/19/2011				60.42			
104431	1042 FELD FIRE	7/19/2011				289.97			
104432	1245 FILTER CARE	7/19/2011				31.20			
104433	3270 FLOORS INCORPORATED	7/19/2011				187.00			
104434	3132 FORT DEARBORN LIFE INSURANCE	7/19/2011				1,391.00			
104435	1697 GAYLORD BROS	7/19/2011				348.76			
104436	53 GCR TIRE CENTERS	7/19/2011				1,548.72			
104437	966 GENUINE PARTS COMPANY-OMAHA	7/19/2011				.00	**CLEARED**	**VOIDED**	
104438	966 GENUINE PARTS COMPANY-OMAHA	7/19/2011				.00	**CLEARED**	**VOIDED**	
104439	966 GENUINE PARTS COMPANY-OMAHA	7/19/2011				1,737.35			
104440	285 GRAYBAR ELECTRIC COMPANY INC	7/19/2011				695.21			
104441	3105 GREAT AMERICAN LEASING CORP	7/19/2011				650.74			
104442	385 GREAT PLAINS ONE-CALL SVC INC	7/19/2011				428.74			
104443	71 GREENKEEPER COMPANY INC	7/19/2011				815.20			
104444	426 HANEY SHOE STORE	7/19/2011				480.00			
104445	3681 HEARTLAND TIRES AND TREADS	7/19/2011				44.70			
104446	2407 HEIMES CORPORATION	7/19/2011				254.28			
104447	1403 HELGET GAS PRODUCTS INC	7/19/2011				80.00			
104448	433 HIGHSMITH	7/19/2011				37.84			
104449	898 HOOK-FAST SPECIALTIES INC	7/19/2011				124.90			
104450	526 HOST COFFEE SERVICE INC	7/19/2011				48.55			
104451	218 HOTSY EQUIPMENT COMPANY	7/19/2011				1,370.48			
104452	4566 DANA HOVEY	7/19/2011				20.00			
104453	136 HUNTEL COMMUNICATIONS, INC	7/19/2011				123.50			
104454	1151 ICMA-INTL CITY/COUNTY MANAGE	7/19/2011				119.00			
104455	696 IIMC	7/19/2011				75.00			
104456	1896 J Q OFFICE EQUIPMENT INC	7/19/2011				307.99			
104457	4450 JI SPECIAL RISKS INSURANCE	7/19/2011				2,790.50			
104458	2394 KRIHA FLUID POWER CO INC	7/19/2011				72.31			
104459	4529 LAUGHLIN, PETERSON & LANG	7/19/2011				5,933.57			
104460	1241 LEAGUE ASSN OF RISK MGMT	7/19/2011				154.00			
104461	1288 LIFE ASSIST	7/19/2011				134.29			
104462	1573 LOGAN CONTRACTORS SUPPLY	7/19/2011				50.00			
104463	1539 MALLARD SAND & GRAVEL COMPANY	7/19/2011				175.15			
104464	919 MARTIN MARIETTA AGGREGATES	7/19/2011				752.59			
104465	877 MATHESON TRI-GAS INC	7/19/2011				189.61			
104466	3066 MATT PARROTT/STOREY KENWORTHY	7/19/2011				.00	**CLEARED**	**VOIDED**	
104467	3066 MATT PARROTT/STOREY KENWORTHY	7/19/2011				.00	**CLEARED**	**VOIDED**	
104468	3066 MATT PARROTT/STOREY KENWORTHY	7/19/2011				513.74			
104469	94 MCCANN PLUMBING SERVICE INC	7/19/2011				250.50			
104470	153 METRO AREA TRANSIT	7/19/2011				648.00			
104471	4547 MIDCO SUPL CO/CONTROLS MW DIV	7/19/2011				405.39			
104472	2298 MIDWEST DISTRIBUTING CORP	7/19/2011				149.94			
104473	2299 MIDWEST TAPE	7/19/2011				25.24			
104474	1046 MIDWEST TURF & IRRIGATION	7/19/2011				283.58			
104475	64 MINITEX - CPP	7/19/2011				136.00			
104476	2300 MORGAN MANUFACTURING INC	7/19/2011				108.57			
104477	2818 MULHALL'S	7/19/2011				9,989.00			
104478	4567 NATIONAL ASSN LETTER CARRIERS	7/19/2011				403.41			
104479	1830 NE DEPT OF LABOR-WORKFORCE DEV	7/19/2011				6,954.56			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
104480		7/19/2011		2897	NEBRASKA GOLF COURSE SUPERIN-	70.00			
104481		7/19/2011		370	NEBRASKA LAW ENFORCEMENT	50.00			
104482		7/19/2011		2388	NEBRASKA NATIONAL BANK	1,858.43			
104483		7/19/2011		2685	NEBRASKA TURF PRODUCTS	121.26			
104484		7/19/2011		653	NEUMAN EQUIPMENT COMPANY	2,276.51			
104485		7/19/2011		440	NMC EXCHANGE LLC	645.00			
104486		7/19/2011		1831	O'REILLY AUTOMOTIVE INC	453.57			
104487		7/19/2011		3978	ODB COMPANY	38.62			
104488		7/19/2011		1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
104489		7/19/2011		1014	OFFICE DEPOT INC-CINCINNATI	904.01			
104490		7/19/2011		195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
104491		7/19/2011		195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
104492		7/19/2011		195	OMAHA PUBLIC POWER DISTRICT	49,590.15			
104493		7/19/2011		109	OMNIGRAPHICS	81.85			
104494		7/19/2011		3039	PAPILLION SANITATION	304.11			
104495		7/19/2011		976	PAPILLION TIRE INCORPORATED	81.15			
104496		7/19/2011		2686	PARAMOUNT LINEN & UNIFORM	304.64			
104497		7/19/2011		569	PAUL CONWAY SHIELDS	386.55			
104498		7/19/2011		1769	PAYLESS OFFICE PRODUCTS INC	46.57			
104499		7/19/2011		709	PEPSI COLA COMPANY	506.30			
104500		7/19/2011		3058	PERFORMANCE CHRYSLER JEEP	638.77			
104501		7/19/2011		1821	PETTY CASH-PAM BUETHE	236.28			
104502		7/19/2011		2429	POWER PLAN	294.49			
104503		7/19/2011		962	QUINN, JEFF	150.00			
104504		7/19/2011		219	QWEST	21.53			
104505		7/19/2011		2540	QWEST	63.07			
104506		7/19/2011		191	READY MIXED CONCRETE COMPANY	979.18			
104507		7/19/2011		3774	RETRIEVEX	85.02			
104508		7/19/2011		4152	ROSE THEATER	150.00			
104509		7/19/2011		4037	RUSTY ECK FORD	67.96			
104510		7/19/2011		292	SAM'S CLUB	1,553.77			
104511		7/19/2011		150	SARPY COUNTY TREASURER	9,646.87			
104512		7/19/2011		257	SOUTHEAST AREA CLERK'S ASSN	10.00			
104513		7/19/2011		3069	STATE STEEL OF OMAHA	353.06			
104514		7/19/2011		4335	STOLTENBERG NURSERIES	1,090.00			
104515		7/19/2011		3045	SUDBECK CONSTRUCTION	300.00			
104516		7/19/2011		3795	SUN COUNTRY DISTRIBUTING LTD	137.62			
104517		7/19/2011		4539	SWANK MOTION PICTURES INC	421.00			
104518		7/19/2011		264	TED'S MOWER SALES & SERVICE	183.74			
104519		7/19/2011		4554	TELIN TRANSPORTATION GROUP LLC	42.72			
104520		7/19/2011		4563	THE LABELS	1,200.00			
104521		7/19/2011		822	THERMO KING CHRISTENSEN	403.46			
104522		7/19/2011		143	THOMPSON DRESSEN & DORNER	723.46			
104523		7/19/2011		4179	TITAN MACHINERY	88.98			
104524		7/19/2011		161	TRACTOR SUPPLY CREDIT PLAN	358.60			
104525		7/19/2011		176	TURFWERKS	29.61			
104526		7/19/2011		78	WASTE MANAGEMENT NEBRASKA	1,775.56			
104527		7/19/2011		258	WATKINS CONCRETE BLOCK CO INC	176.00			
104528		7/19/2011		2427	WESTERHOLT, DAVE	1,000.00			
104529		7/19/2011		968	WICK'S STERLING TRUCKS INC	150.85			
104530		7/19/2011		4375	WONDRA, DANIEL	50.00			

APCHCKRP  
03.30.09

Tue Jul 19, 2011 11:38 AM

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

OPER: AKH

PAGE 4

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

BANK TOTAL	250,433.48
OUTSTANDING	250,433.48
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	122,192.41	122,192.41	.00	.00
02 SEWER FUND	22,193.16	22,193.16	.00	.00
03 ECONOMIC DEVELOPMENT B.G.	76,636.00	76,636.00	.00	.00
05 CONSTRUCTION	10,400.00	10,400.00	.00	.00
08 LOTTERY FUND	9,661.65	9,661.65	.00	.00
09 GOLF COURSE FUND	5,979.92	5,979.92	.00	.00
15 OFF-STREET PARKING	3,370.34	3,370.34	.00	.00
REPORT TOTAL	250,433.48			
OUTSTANDING	250,433.48			
CLEARED	.00			
VOIDED	.00			
+ Gross Payroll 7/8/11	<u>249,525.48</u>			
GRAND TOTAL	<u>\$499,958.96</u>			

APPROVED BY COUNCIL MEMBERS 7/19/11

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2011 AGENDA**

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

**SYNOPSIS**

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

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

Eastern Nebraska Office On Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to not less than twenty five (25) older adults between the hours of 9:00 a.m. and 1:00 p.m. three (3) days per week on Monday, Wednesday, and Friday.

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

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

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

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

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

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## CONTRACT

**THIS CONTRACT** is made and entered into the **first day of July 2011** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a division of the Eastern Nebraska Human Services Agency, an agency formed under the Nebraska Interlocal Cooperation Act (herein referred to as "ENOA") and **CITY OF LAVISTA**, a Nebraska non-profit corporation (herein referred to as "Contractor").

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

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

**WHEREAS**, ENOA has determined in its area plan for fiscal year 2011-2012 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

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

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

### **ARTICLE I**

#### APPOINTMENT

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

## ARTICLE II

### SERVICES

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

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

- (k) Manager must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily.
- (l) To provide for supporting social services as follows:
  - 1) Conduct outreach activities by identifying and contacting older persons in the vicinity who are eligible for the Nutrition Program.
  - 2) Refer senior citizens to ENOA for additional available services.
  - 3) Provide activities which create opportunities for socialization. These activities could include but not be limited to trips, crafts, games, and special entertainment/programs.
  - 4) Provide activities which enhance potential for creating and maintaining a healthy lifestyle. These activities could include but not limited to health promotion, nutrition education, physical activities and dissemination of information regarding mental and physical health issues.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for the elderly at the facility.
- (o) To determine that all recipients meet requisite age requirements or are the spouse of an active participant. Under-age participants must be certified for Title XX congregate services or pay full cost of the meal as required by ENOA Nutrition Program policies.
- (p) Participant level at the center must average a minimum of 25 per day in the various activities.
- (q) To operate the center every Monday, Wednesday, and Friday, except for those occurring on a holiday. Contractor shall notify ENOA of holidays to be taken. Any other center closing must be pre-approved by ENOA.

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

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

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

### **ARTICLE III**

#### **TERM**

This Contract shall be in effect for one (1) year from **July 1, 2011** through and including **June 30, 2012**. Either party may terminate this Contract by thirty (30) days advance written notice for failure to comply with any terms or conditions of Contract. It is specifically understood and agreed by and between the parties hereto that this Contract shall remain in force only so long as funds are made available through the State of Nebraska, Department of Health and Human Services, Division of Medicaid and Long term Care, State Unit on Aging.

### **ARTICLE IV**

#### **AUTHORIZED REPRESENTATIVE**

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

### **ARTICLE V**

#### **CONDITIONS**

This Contract is subject to the following conditions:

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

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

## **ARTICLE VI**

### **ASSIGNMENT**

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

## **ARTICLE VII**

### **MODIFICATION**

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

ATTEST:

**CITY OF LAVISTA**

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

*Date* \_\_\_\_\_

ATTEST:

**EASTERN NEBRASKA HUMAN  
SERVICES AGENCY-OFFICE ON AGING**

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

*Date* \_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JULY 19, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
GILES CORNER SUBDIVISION-REVISED NO PARKING ZONE DESIGNATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared establishing additional “No Parking Zones” on three cul-de-sacs within the Giles Corner subdivision as recommended by the city engineer and authorizing the Public Works Department to install appropriate signs.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

In response to concerns expressed by residents of the Giles Corner subdivision and in accordance with providing for the safe passage of vehicles and pedestrians on the streets within Giles Corner the designation of No Parking Zones is recommended in the following locations:

1. A No Parking Zone on the west side of the South 74<sup>th</sup> Avenue Circle cul-de-sac from the north line of Lot 16, Giles Corner subdivision to the south line of said Lot 16.
2. A No Parking Zone on the east side of the South 74<sup>th</sup> Avenue Circle cul-de-sac from the north line of Lot 22, Giles Corner subdivision to the south line of said Lot 22.
3. A No Parking Zone on the west side of the South 73<sup>rd</sup> Avenue Circle cul-de-sac from the north line of Lot 81, Giles Corner subdivision to the south line of Lot 83, Giles Corner subdivision.
4. A No Parking Zone on the east side of the South 73<sup>rd</sup> Avenue Circle cul-de-sac from the north line of Lot 88, Giles Corner subdivision to the south line of said Lot 88.
5. A No Parking Zone on the west side of the South 72<sup>nd</sup> Avenue Circle cul-de-sac from the north line of Lot 89, Giles Corner subdivision to the south line of Lot 91, Giles Corner subdivision.

These changes are proposed as a result of the City Engineer becoming more informed about the past practices of the Public Works Department in regards to establishing no parking zones on “short” cul-de-sacs versus “long” cul-de-sacs. “Short” cul-de-sacs are considered to be those with 3 or fewer homes on the throat section of the cul-de-sac. In short cul-de-sacs parking is prohibited throughout.

Attached is a map illustrating the proposed additional No Parking Zones.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING ADDITIONAL NO PARKING ZONES ON VARIOUS CUL-DE-SACS WITHIN THE GILES CORNER SUBDIVISION AS RECOMMENDED

WHEREAS, the Mayor and City Council have determined that additional "No Parking Zones" on three cul-de-sacs within the Giles Corner subdivision is necessary for safe passage of vehicles and pedestrians on the streets; and

WHEREAS, City Engineer has reviewed the plan and recommends approval,

NOW, THEREFORE, BE IT RESOLVED, that the "No Parking Zone" on the following locations is approved:

1. A No Parking Zone on the west side of the South 74<sup>th</sup> Avenue Circle cul-de-sac from the north line of Lot 16, Giles Corner subdivision to the south line of said Lot 16.
2. A No Parking Zone on the east side of the South 74<sup>th</sup> Avenue Circle cul-de-sac from the north line of Lot 22, Giles Corner subdivision to the south line of said Lot 22.
3. A No Parking Zone on the west side of the South 73<sup>rd</sup> Avenue Circle cul-de-sac from the north line of Lot 81, Giles Corner subdivision to the south line of Lot 83, Giles Corner subdivision.
4. A No Parking Zone on the east side of the South 73<sup>rd</sup> Avenue Circle cul-de-sac from the north line of Lot 88, Giles Corner subdivision to the south line of said Lot 88.
5. A No Parking Zone on the west side of the South 72<sup>nd</sup> Avenue Circle cul-de-sac from the north line of Lot 89, Giles Corner subdivision to the south line of Lot 91, Giles Corner subdivision.

BE IT FURTHER RESOLVED, that the Public Works Department be, and hereby is, authorized to install the appropriate signage designating these "No Parking Zones".

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## Sarpy County, Nebraska



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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JULY 19, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT – PHASE I CONSTRUCTION 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, Nebraska; Sarpy County, Nebraska; City of La Vista, Nebraska; Sanitary and Improvement District No. 294 of Douglas County, Nebraska; Sanitary and Improvement District No. 435 of Douglas County, Nebraska; and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska; for Phase I Construction of Hell Creek Stream Stabilization.

**FISCAL IMPACT**

The FY 2010/11 Capital Improvement Program provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Douglas County, Sarpy County and the City of La Vista are parties to an agreement dated August 11, 2009 for the analysis of Hell Creek Stream Stabilization (Douglas County Project No. C-8-(498). All parties entered Supplemental Agreement Number One dated August 3, 2010 for Phase I Construction Plans. The total estimated cost of this project, consisting of construction costs, construction management and geotechnical testing is \$1,301,300.00. This project is eligible for Papio-Missouri River Natural Resources District (P-MRNRD) Urban Drainage Ways funds in the amount of 60% of the eligible project costs.

PMRNRD	\$780,780.00
Douglas County	\$130,130.00
Sarpy County	\$78,078.00
City of La Vista	\$78,078.00
SID 294	\$130,130.00
SID 435	\$52,052.00
<u>SID 59</u>	<u>\$52,052.00</u>
<b>TOTAL</b>	<b>\$1,301,300.00</b>

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DOUGLAS COUNTY, SARPY COUNTY, SANITARY AND IMPROVEMENT DISTRICT NO. 294 (IN DOUGLAS COUNTY), SANITARY AND IMPROVEMENT DISTRICT NO. 435 (IN DOUGLAS COUNTY, AND SANITARY AN IMPROVEMENT DISTRICT NO. 59 (IN SARPY COUNTY) FOR PHASE I CONSTRUCTION OF HELL CREEK STREAM STABILIZATION

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 enter into a mutual endeavor to stabilize a segment of Hell Creek referred to as "Phase I - Hell Creek Stabilization", and;

WHEREAS, Douglas County, Sarpy County, and La Vista entered into Supplemental Agreement Number One to the Interlocal Agreement Hell Creek Stabilization for Phase I Construction Plans on August 3, 2010, and;

WHEREAS, this project is known as Douglas County Project No. C-28(498)A and;

WHEREAS, Douglas County, Sarpy County, SID No. 294, SID No. 435, SID No. 59 and the City of La Vista desire to describe and define the responsibilities of the project and to enable them to jointly undertake the project in a manner described in the agreement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, authorize the Mayor to execute an Interlocal Agreement with Douglas County, Sarpy County, SID No. 294, SID No. 435, and SID No. 59 for Phase I Construction of Hell Creek Stream Stabilization.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

# INTERLOCAL AGREEMENT

DOUGLAS COUNTY PROJECT NO. C-28(498)A

HELL CREEK STREAM STABILIZATION

FOR

PHASE I CONSTRUCTION

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Douglas, Nebraska; the County of Sarpy, Nebraska; the City of La Vista, Nebraska; Sanitary and Improvement District No. 294 of Douglas County, Nebraska; Sanitary and Improvement District No. 435 of Douglas County, Nebraska; and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska (hereafter referred to as "Douglas County", "Sarpy County", "La Vista", "SID No. 294", "SID No. 435", and "SID No. 59").

## WITNESSETH:

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 are desirous of entering into a mutual endeavor to stabilize a segment of Hell Creek referred to as "Phase I – Hell Creek Stabilization", as shown on a map attached hereto as Exhibit "A" and incorporated herein by reference. The stabilization segment will, among other things, include the Harrison Street Bridge, siphon structure reconstruction, Brookhaven Park parking lot, storm outlet, weir improvements, and Brookhaven Park ball field and;

WHEREAS, Douglas County, Sarpy County, and La Vista entered into Supplemental Agreement Number One to the Interlocal Agreement Hell Creek Stabilization for Phase I Construction Plans on August 3, 2010 with Lamp, Rynearson Associates, Inc. and;

WHEREAS, this project is known as Douglas County Project No. C-28(498)A and;

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

NOW THEREFORE, the following is agreed between the parties hereto:

1. Douglas County will act as agent for all parties to this Agreement in the Hell Creek Stream Stabilization Phase I construction and enter into a Supplemental Engineering Agreement with Lamp, Rynearson and Associates, Inc. to provide construction project coordination, administration, staking, and inspection services during the construction phase to ensure that the project is completed in a way that satisfies all stakeholders.
2. The total estimated cost of this project, consisting of construction costs, construction management and geotechnical testing is \$1,301,300.00.
3. This project is eligible for Papio-Missouri River Natural Resources District (P-MRNRD) Urban Drainage Way funds in the amount of 60% of the eligible project costs. The remaining 40% local share shall be paid as set forth in Exhibit "B". If said funding from the P-MRNRD is not received, or is less than 60%, the Agreement will be null and void, affective upon receipt of notice from the P-MRNRD on that matter.

Upon the acceptance of the contract for the work described above, Douglas County will bill all parties for a sum equal to one-half (½) of its estimated total obligations hereunder (as per Exhibit "B") and all parties shall pay that amount and any other draw request made by Douglas County within thirty (30) days. Douglas County will seek reimbursement from the P-MRNRD upon completion of each component and reimburse each party their sixty percent (60%) share. If, at the completion of the work, said payments made by all parties are more than the actual cost, Douglas County shall refund the excess payments to all parties. Each party shall be responsible for its own legal, fiscal and interest costs.

4. Each party will grant access to its property for all design, construction and supervision work which is necessary to complete the project. If the consent of a non-party is necessary, the party with jurisdiction of the property will obtain the necessary temporary construction and maintenance easement from the non-party no later than August 31, 2011.
5. This Agreement shall remain in effect until the project has been completed, and accepted by Douglas County acting on behalf of all parties. Amendments hereto shall be made in writing.
6. The parties further agree to maintain the property which is the subject of this stabilization project in accordance with the terms and requirements of P-MRNRD as set forth in its funding approval, and in accordance with its Special Operation and Maintenance Agreement, which is attached hereto and incorporated herewith as Exhibit "C". The obligation of future maintenance

shall run with the land for a term of ten years from completion of the construction phase of the project and be binding on each party, its successors and assigns.

7. All parties shall not, in the performance of the terms of this contract, discriminate or permit discrimination against any parties on account of race, national origin, sex, age disability, or political affiliations in violation of federal or state laws or local ordinances.
  8. Drug Free Policy. Each party provides assurance that it has established and maintains a drug free workplace policy.
  9. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or addition shall be made to this Agreement except in writing signed by all parties.
  10. Applicable Law. Nebraska law shall govern the terms and performances under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper  
officer, on the 1<sup>st</sup> day of January, 2014, and delivered in the City of

EXECUTED by Douglas County, Nebraska this 1<sup>st</sup> day of June, 2011.

ATTEST:

\_\_\_\_\_  
Douglas County Clerk \_\_\_\_\_ By \_\_\_\_\_ Chair, Board of Commissioners

APPROVAL AS TO FORM: \_\_\_\_\_  
Deputy County Attorney

EXECUTED by Sarpy County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

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

By \_\_\_\_\_  
Chair, Board of Commissioners

APPROVAL AS TO FORM: \_\_\_\_\_  
\_\_\_\_\_  
Deputy County Attorney

EXECUTED by the City of La Vista, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

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La Vista City Clerk

By \_\_\_\_\_  
Mayor of La Vista

APPROVAL AS TO FORM: \_\_\_\_\_  
City Attorney

EXECUTED by SID No. 294 of Douglas County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Clerk, SID 294

By \_\_\_\_\_  
Chairman, SID No. 294

EXECUTED by SID No. 435 of Douglas County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Clerk, SID No. 435

By \_\_\_\_\_  
Chairman, SID No. 435

EXECUTED by SID No. 59 of Sarpy County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Clerk, SID No. 59

By \_\_\_\_\_  
Chairman, SID No. 59

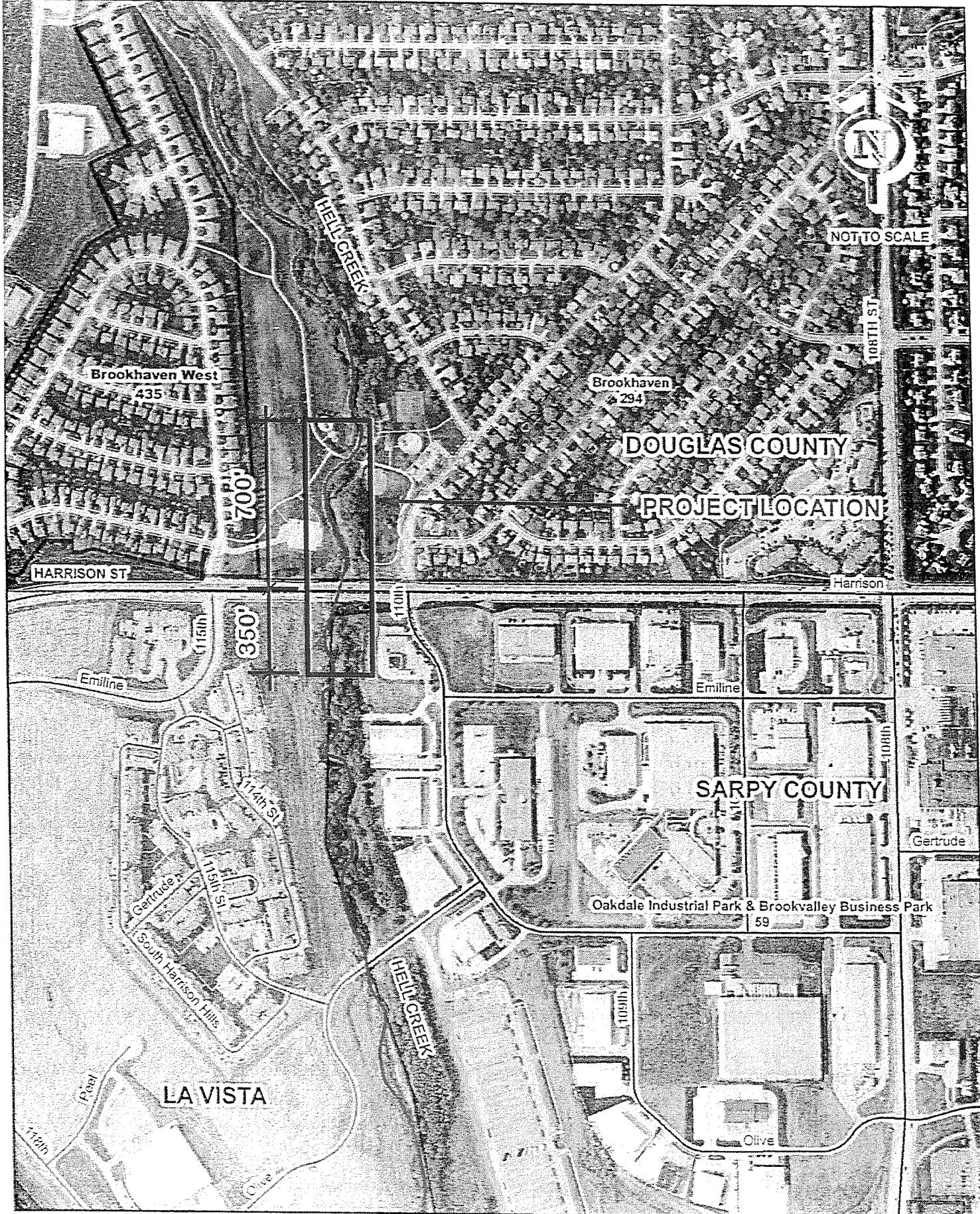


EXHIBIT - A      PROJECT NO. C-28(498A)  
PHASE I - HARRISON STREET BRIDGE

PATIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
URBAN DRAINAGEWAY PROGRAM

Special Operation and Maintenance Agreement

This agreement is made between the **Patio-Missouri River Natural Resources District** (hereinafter "the District"), acting under authority of Section 2-3235 R.R.S., 2007, and **Douglas County** (hereinafter "the Sponsor") which sponsor intends to carry out the following described project: **Hell Creek Drainageway Project** (hereinafter "the Project") located in **Douglas County, Nebraska**.

It is agreed that, if the District furnished financial aid to the Sponsor for the Project, in consideration thereof:

1. The Sponsor warrants that it now has, or can obtain, the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.
2. The Sponsor shall operate, maintain, and repair the Project after completion in accordance with accepted engineering standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within a period of **ten (10) years** following completion, the Sponsor may be requested to refund all, or a portion, of the District's cost share funds.
3. The Sponsor shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the District, its agents, representatives, or employees.
4. The Sponsor shall publicly acknowledge the District's contribution to the Project on a permanent sign, plaque or other fixture (containing the District's logo), to be maintained by the Sponsor for the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.
5. The effective date of this agreement shall be **May 1, 2011**.

SPONSOR: **DOUGLAS COUNTY**

By: Tom Doyle, Douglas County Engineer

Attest: Sam L. Dowdy, Engr. mtr. Attest: Brad Brey

Date: 5-4-11

PATIO-MISSOURI RIVER NRD

By: Joe

Attest: Brad Brey

Date: 4-26-11

Exhibit "C"

Hell Creek Stream Stabilization - Phase 1  
Project Cost Projections

Total Projected Project Construction Cost	\$ 1,165,000.00
Construction Administration, Construction Staking, Materials Testing	\$ 136,300.00
Projected Total Project Cost	\$ 1,301,300.00
	****Does not include Project Design Fees

Interlocal Agreement Funding Partners

	Douglas County	Sapulpa County	Lavista	SID 294	SID 435	SID 69	Totals
Cost Share Percentage (%)	25%	15%	15%	25%	10%	10%	100%
Total Obligation	\$ 325,325.00	\$ 195,195.00	\$ 195,195.00	\$ 325,325.00	\$ 130,130.00	\$ 130,130.00	\$ 1,301,300.00
P-MRN RD Urban Drainageway Funding Reimbursement (Assumed 60%)	\$ 195,195.00	\$ 117,117.00	\$ 117,117.00	\$ 195,195.00	\$ 78,078.00	\$ 78,078.00	\$ 780,780.00
40% Local Share	\$ 130,130.00	\$ 78,078.00	\$ 78,078.00	\$ 130,130.00	\$ 52,052.00	\$ 52,052.00	\$ 520,520.00

EXHIBIT (B)

ITEM E

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONSTRUCTION ENGINEERING		
CONTRACT AUTHORIZATION	<input checked="" type="checkbox"/> RESOLUTION	JOHN KOTTMANN
LA VISTA LINK-	ORDINANCE	CITY ENGINEER/ASSISTANT
KEYSTONE TRAIL ENH-77(50)	RECEIVE/FILE	PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor and City Clerk to sign a Task Order Agreement on behalf of the City of La Vista with The Schemmer Associates, Inc. to provide construction engineering services for the La Vista Link-Keystone Trail project, a federal-aid project designated as Project No. ENH-77(50).

**FISCAL IMPACT**

The FY 2010/11 Capital Improvement Program provides funding for the La Vista Link-Keystone Trail Project. The construction and construction engineering for the project are eligible for 80% Federal aid.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista submitted the La Vista Link-Keystone Trail Project for Transportation Enhancement funding in 2006 and was subsequently chosen. The project consists of a hiking/biking trail from 69<sup>th</sup> and Lillian easterly along the south side of the Sports Complex to 66<sup>th</sup> Street; thence, northerly along the east side of 66<sup>th</sup> Street to the intersection of 66<sup>th</sup> and Harrison Street connecting to the existing trail along Harrison Street. .

In order to comply with the regulations pertaining to the oversight of federal-aid projects a Construction Engineering Consultant is necessary to conduct the required observations, testing and recording keeping associated with the construction of the project. The Schemmer Associates, Inc. was selected from a list of On-Call consultants for such services and a fee for the services was negotiated using the processes set forth by the Nebraska Department of Roads.

Attached is a resolution in the format prescribed by the Nebraska Department of Roads authorizing the execution of an Engineering Services Agreement between the City of La Vista and The Schemmer Associates, Inc. The estimated cost of the construction engineering services is \$66,225.98.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A TASK ORDER AGREEMENT WITH THE SCHEMMER ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE LA VISTA LINK-KEYSTONE TRAIL PROJECT, A FEDERAL-AID PROJECT DESIGNATED AS PROJECT NO. ENH-77(50).

WHEREAS, the City Council of the City of La Vista has determined that the La Vista Link-Keystone Trail Project is necessary; and

WHEREAS, the City of La Vista, Nebraska is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of La Vista, Nebraska as sub-recipient of Federal Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of La Vista Nebraska and The Schemmer Associates, Inc. wish to enter into an Engineering Services Agreement to provide Construction Engineering Services for the Federal-aid project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute said Engineering Services agreement between the City of La Vista, Nebraska and The Schemmer Associates, Inc. on behalf of the City of La Vista, and the City Clerk is authorized to attest said execution.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**DISCLAIMER APPLICABLE TO**  
**THE SIGNING OF THE ENGINEERING SERVICES AGREEMENT**

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

**RESOLUTION**  
**SIGNING OF AN ENGINEERING SERVICES AGREEMENT**

City of La Vista, Nebraska

Resolution No.

**Whereas:** the City of La Vista, Nebraska is developing a transportation project for which it intends to obtain Federal funds;

**Whereas:** the City of La Vista, Nebraska as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

**Whereas:** the City of La Vista, Nebraska and The Schemmmer Associates, Inc. wish to enter into an Engineering Services Agreement to provide Construction Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council . of the City of La Vista, Nebraska that:

Douglas Kindig, the Mayor of the City of La Vista, Nebraska is hereby authorized to sign the attached Engineering Services Agreement between the City of La Vista, Nebraska and The Schemmmer Associates, Inc.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011 at \_\_\_\_\_ Nebraska.  
(Month) (Year)

The City Council of the City of La Vista, Nebraska:

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Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion

Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent

Resolution adopted, signed and billed to adopted

Attest:

---

[Signature of City or County Clerk or Corporate Secretary]

## TASK ORDER AGREEMENT

CITY OF LA VISTA  
THE SCHEMMER ASSOCIATES, INC.  
PROJECT NO. ENH-77(50)  
CONTROL NO. 22251  
LA VISTA LINK - KEYSTONE TRAIL

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the Local Public Agency or LPA, and The Schemmer Associates, Inc., hereinafter referred to as the "Consultant

WITNESSETH:

WHEREAS, LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA's federal-aid project is designated as Project No. ENH-77(50), and

WHEREAS, LPA has selected Consultant from a pool of on-call consultants to furnish the project construction engineering services (hereinafter the "Services") identified in this agreement, and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the parties intend that this Task Order Agreement, herein after referred to as Task Order, include some of the provisions of a March, 2010 Master Agreement for on-call construction engineering services between Consultant and the State of Nebraska, Department of Roads, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the parties for the Services described herein, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

#### SECTION 1. DEFINITIONS

The definitions set out on the attached Exhibit "D" are hereby incorporated by reference into this Task Order as if fully set out herein.

#### SECTION 2. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, and upon State concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 45 calendar days after the date of final acceptance of the project construction by the LPA. Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

#### SECTION 3. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Statement set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "E", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "E" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "E".

- (4) On all construction projects, the Consultant shall develop an Environmental Compliance Checklist to track and record oversight of the environmental commitments. The Consultant shall develop a Project Commitment Checklist to track and record oversight of project specific commitments involving right of way, railroad, access, special provisions, etc. These checklists shall be developed by and maintained by the Consultant.

Consultant and LPA have agreed that Exhibit "E" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy. The Consultant agrees to provide the services listed on Exhibit "E" for Project No. ENH-77(50), Control No. 22251, in Sarpy County, Nebraska.

*General Statement:* The Consultant services generally include, but are not limited to, project management, construction engineering, pre-construction staking, traffic control plans, conducting the preconstruction conference, staking and inspection and materials sampling and testing during project construction, monitoring environmental commitments, preparing as-built plans, progress computations, final computations, preparing contractor change orders, and work orders, and the necessary communication to insure project eligibility.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this agreement, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide
- (3) Standard Methods of Tests – 2006
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this agreement, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

#### SECTION 4. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the attached Exhibit "F". The following provisions also apply:

- A. For performance of the professional Services listed on the attached Scope of Services and Fee Proposal for the project covered by this Task Order, the Consultant will be compensated for actual work performed up to a maximum of \$66,225.98. The Consultant's compensation shall not exceed the maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of the attached Exhibit "F". Compensation for direct non-salary costs will be in accordance with paragraph "E" of the attached Exhibit "F". Progress and final payments will be based on received invoices or certified billings and compensation will be in accordance with 48 CFR 31.
- B. Occasionally, the conditions of this Task Order may change. This may be due to a change in scope which may require an adjustment of costs. In order to justify the need to modify this contract, the LPA must first determine that the situation meets the following criteria:
  - That the additional work is beyond the scope of services initially negotiated with Consultant; and
  - That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
  - That it is in the best interest of the LPA that the services be performed under this Task Order.

Once the need for a modification has been established, a Consultant Work Order will be prepared. The Consultant Work Order has been established to provide for costs to be incurred for additional work prior to execution of a supplemental agreement. The LPA shall use the process set out below:

- Consultant Work Order – DR Form 250, Exhibit "G" attached hereto and hereby made a part of this agreement, shall be used to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. The Work Order must be executed to provide authorization

for the additional work and to specify when that work may begin. The Task Order will be supplemented after one or more Work Orders have been authorized and approved for funding. See Chapter 4 of the LPA Manual for the process to supplement the Task Order.

Services beyond the negotiated scope of services or fee proposal performed prior to the notice to proceed date will not be eligible for payment or for reimbursement with Federal funds.

#### SECTION 5. CONSULTANT TEAM MEMBERS

The Consultant has furnished a document containing a complete list of all Consultant's personnel who could possibly be involved in providing the Services required by this Task Order, along with each person's work classification and established hourly pay or labor rate. Also noted on this document are the names of the key personnel previously identified in a separate agreement between Consultant and the State of Nebraska. A true and correct copy of this document is attached hereto as EXHIBIT "B," and is incorporated into this Task Order by this reference. The labor rates set out on Exhibit "B" shall be used for payment in this Task Order. The labor rates invoiced by the consultant will be verified through the audit process. Consultant may make changes to the list of non-key personnel so long as any employee added to the list is qualified to perform the intended work.

The Consultant has also provided LPA with a document that identifies the employees from Exhibit "B" who LPA and Consultant agree will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as EXHIBIT "H" and is incorporated herein by this reference. The primary team will include at least one person identified as a key person on Exhibit "B". During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

#### SECTION 6. GENERAL REQUIREMENTS:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.

- C. The Consultant will be present at the project site or at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents, or (2) when requested by LPA.
- D. The performance of all work under this agreement will be subject to the review and approval by the LPA, with the right of review by the State or the FHWA.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the LPA (one copy) and the State Representative (two copies). Consultant will take appropriate action to reject or remedy the work or materials that do not conform with the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor or the LPA, will constitute a basis for a request for an equivalent extension of time for the Consultant. The parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.dor.state.ne.us](http://www.dor.state.ne.us)), and the Construction Contract Documents, or as directed by LPA. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

#### SECTION 7. OWNERSHIP OF DOCUMENTS:

The diaries, reports, field books, shop drawings, surveys, plans, specifications, maps, computations, charts, and electronic project data and all other project documents prepared or obtained by Consultant under the Task Order are the property of the LPA. The Consultant shall deliver these documents to the LPA at the conclusion of the project for inclusion in the LPA's

federal-aid project file. After the project is completed, if requested by Consultant, Consultant will be provided access to LPA's federal-aid project file.

State acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the State's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years after the project acceptance by FHWA.

#### SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order.

## SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION AND TERMINATION:

The LPA has the absolute right to abandon, suspend or terminate the Task Order or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of this Agreement. The LPA will give the Consultant seven days written notice of such change of plan, abandonment, suspension, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the Fee and Payment Section above.

If the LPA abandons the work, subtracts from the work, suspends the work or terminates the work as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. Payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all of Consultant's project documents completed or partially completed at the time of such termination or abandonment will be the property of the LPA. The Consultant shall immediately deliver all documents to the LPA. All reports, records, results and working papers arising from the work of the Consultant will be the property of the LPA. The Consultant shall not release or make use of same for any purpose whatever without the specific written permission of the LPA. The Consultant will be compensated for any leased or rented equipment required on the project for the remaining time of a lease or rental contract up to a maximum time of thirty days from the date of written suspension or termination, less any credit the Consultant receives from the lessor, provided that the Consultant cannot utilize the equipment on another project.

## SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this agreement, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 5, 6, 10 through 13 and 15 through 22 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this agreement.

#### SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY (INSURANCE)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" to this Task Order, the requirements of which are hereby made a part of this agreement.

#### SECTION 12. LPA CERTIFICATION

By signing this agreement, I, Douglas Kindig, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

#### SECTION 13. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, either oral or written hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

STATE OF NEBRASKA)  
DOUGLAS COUNTY)  
)ss.

After being duly sworn on oath, I do hereby state that I am authorized to sign this  
Task Order for the firm.

EXECUTED by the Consultant on \_\_\_\_\_, 2011.

THE SCHEMMER ASSOCIATES, INC.  
Steve Kathol

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## Principal

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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**Notary Public**

EXECUTED by the LPA on \_\_\_\_\_, 2011.

CITY OF LA VISTA  
Douglas Kindig

Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

Date

Schemmmer Associates

PR - Principal	Authority to execute contracts on behalf of firm. Responsible for corporate level, firm wide or branch office level policy implementation, business plan development and implementation, Vice-President or higher, lead firm resource for conflict/problem resolution, Licensed Professional Engineer in Nebraska
PM - Project Manager	Demonstrated competency in performing complex engineering design and senior construction inspector tasks. Manages activities of engineering design team / on-site construction inspection staff, including engineers & technicians. Manages Quality Assurance requirements on one or more design/construction engineering projects. Provides primary communication with client on status of details of design/construction project. Resource for conflict/problem resolution. BS in engineering, construction management or related field.
PE - Professional Engineer	Competent in complex transportation engineering design tasks and construction inspector tasks, oversees the activities of design/field team of technicians and inspectors. Prepares/oversees preparation design/field engineering reports. Resource for conflict/problem resolution. Possesses bachelor's degree in Engineering. Licensed Professional Engineer in Nebraska
EI - Engineer Intern	Competent in basic transportation engineering design tasks and construction inspector tasks. Performs the activities of design/field technicians and inspectors. Prepares design/field engineering reports. Possesses bachelors degree in Engineering and completion of Fundamentals of Engineering (FE) Examination
CAD Tech - CAD Designer/Technician	Performs basic transportation engineering design tasks and preparing detailed construction plans for transportation design projects. Assists with preparation of design engineering reports. Possesses high school diploma or equivalent.
Drafter	Prepares detailed construction plans for transportation design projects. Prepares project displays for public information on transportation projects. Possesses high school diploma or equivalent.
C - Clerical	Prepares project correspondance, invoicing, scheduling coordination. Maintains document filing systems for transportation projects. Possesses high school diploma or equivalent.
Survery Crew Chief	Directs work of a survey team, and competent in providing a work product described under the 'Surveyor' work classification shown below. Registered as a Land Surveyor by the Nebraska State Board of Examiners for Land Surveyors.
Surveyor	Work effort includes gathering precise measurements to identify all physical features on a site for use in the planning, design and construction of engineering projects. Includes route surveys for transportation facilities, topographic surveys to determine the relief of a particular tract of land, and hydrographic surveys to determine the shore and banks of bodies of water and depths of particular points. Includes the determination of boundaries of tracts of land or the measurement of the lengths and directions of lines forming the boundaries of the tract and the writings of descriptions of land areas for conveying purposes.
Insp 1 - Inspector 1	Conducts field testing procedures for construction materials at roadway and bridge construction sites. Completes related reports documenting tests performed, prepare/deliver samples to testing laboratory.
Insp 2 - Inspector 2	Competency in all Field Technician tasks, conduct on-site inspections of construction methods and materials including soil placement and compaction, concrete quality, placement, and reinforcing steel, and masonry. Documents inspection results in SiteManager. Communicate test results to construction site management.

## KEY EMPLOYEE EMPLOYEE CLASSIFICATION

## EMPLOYEE NAME

## LABOR RATE

x	PR - Principal	Steve Kathol	54.47
	PR - Principal	Charly Huddleston	64.03
x	PM - Project Manager	Doug Holle	45.16
x	PE - Professional Engineer	Darin Brown	34.16
	PE - Professional Engineer	Mark Lutjeharms	45.68
	PE - Professional Engineer	Ron Woracek	42.87
	PE - Professional Engineer	Matt Sutton	45.28
	PE - Professional Engineer	Brock Beran	35.37
	PE - Professional Engineer	Todd Cochran	42.32
	PE- Professional Engineer	Marie Stamm	35.14
	PE-Professional Engineer	Joel Rossman	44.48
	CAD Tech - CAD Designer/Technician	Megan Starner	14.25
	Drafter		
	C - Clerical	Dawn Kirchert	14.25
	C - Clerical	Jill Laferriere	18.30
x	Survey Crew Chief	Mark Fredrickson	36.67
	Surveyor	Cory Gross	28.63
	Surveyor	Pat Kirk	25.05
	Surveyor	Joe Hendricks	19.92
	Surveyor	James Cantrell	24.30
	Insp 1 - Inspector 1		
x	Insp 2 - Inspector 2	Brad Elting*	25.70
	Insp 2 - Inspector 2	Terry Nocita	20.36
	Insp 2 - Inspector 2	Adam Sleeper	25.25
	Insp 2 - Inspector 2	Jon Mooberry*	25.50
	Insp 2 - Inspector 2	Don Barry	20.49
	Insp 2 - Inspector 2	Mike Fortenbury	39.88
	Insp 2 - Inspector 2	Rick Tighe	37.15
	Insp 2 - Inspector 2	Brett Drain	25.13
	Insp 2 - Inspector 2	Loras Klostermann	43.13
	Insp 2 - Inspector 2	Heath Cutler	22.25
	Insp 2 - Inspector 2	Jon Goldie	23.68

\*certified erosion control inspector

**EXHIBIT "C "**

**INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE PROVIDERS  
LPA PROJECTS**

**Consultant agrees to:**

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

**General Liability –**

Limits of at least:

\$ 1,000,000 Per Occurrence  
\$ 2,000,000 General Aggregate  
\$ 2,000,000 Completed Operations Aggregate (if applicable)  
\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

**Automobile Liability –**

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

**Workers' Compensation –**

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

**Professional Liability –**

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

**Electronic Data and Valuable Papers –**

Limits of at least: \$100,000 Electronic Data Processing Data and Media

\$25,000 Valuable Papers

**Umbrella/Excess –**

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

**Additional Requirements –**

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated.

The Consultant must forward any pertinent notice of cancellation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

## **DEFINITIONS**

### **EXHIBIT "D"**

Wherever in this Task Order the following terms are used, they will have the following meaning:

"CONSULTANT" means The Schemmer Associates, Inc. and any employees thereof, whose business and mailing address is 1044 N 115<sup>th</sup> Street, Suite 300, Omaha, NE 68154, and

"LPA" for this agreement LPA means the City of La Vista, Nebraska. In this agreement, LPA may also refer generally to a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to observe whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the State has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the State has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State.

A "TASK ORDER" is a separate agreement between an LPA and Consultant for Services on a specific LPA project.

**LaVista Link Keystone Trail**  
**Construction Engineering Scope of Services**

**Project Management**

- Review and assign staff as appropriate for the construction phase, monitor project budget, prepare project progress reports and invoices, identify out-of-scope work prior to the work occurring.
- Prepare contractor change orders and work orders. Scope assumes developing up to 1 change orders and 2 work orders.
- Monitor construction progress
- Prepare pay estimates and daily diaries in Site Manager
- Review Contractors Construction Schedule

**Pre-Construction Meeting**

- Schemmmer to prepare for, conduct and document the pre-construction meeting

**Weekly Progress Meetings**

- Schemmmer to conduct construction progress meetings on a weekly basis to be attended by the inspector and project engineer. It is assumed to hold 9 weekly progress meetings during the project. The calculation of weekly meetings is based on an assumed schedule from September 6, 2011 to November 5, 2011. The inspector is already assumed to be on-site as part of the construction inspection task.

**Project Review and Preparation**

- Schemmmer to review plans, prepare internal file organization structure, visit site, take pre-construction photos, meet with and provide contact information to property owners along project, etc.

**SWPPP Inspections/Manual Updates**

- Schemmmer to conduct weekly inspections and after ½" rain events and update the SWPPP manual according to the Papillion Creek Watershed Partnership requirements.

**Certified Payroll Collection and Review**

- Schemmmer to collect and organize the certified payrolls for the prime and subcontractors. Schemmmer shall conduct spot checks on payrolls and conduct random wage interviews of contractor employees.

**Traffic Control Plan**

- Schemmmer to prepare a traffic control plan for the construction activities along 66<sup>th</sup> Street. The traffic control plan will be submitted to NDOR traffic for review prior to submitting to the Contractor. For this scope, it is assumed one traffic control plan will be prepared during the project.

**Construction Inspection**

- Verify the performance of the work is in conformance with the plans and specifications
- Monitor construction activities for compliance with NEPA permitting (Wetlands 404, Flood Plain, NPDES, etc.)
- Complete Environmental Compliance Checklist
- Review work zone traffic control devices daily except during winter shutdown period when its assumed no traffic control is in place.
- Collect and file all delivery tickets and material certifications
- Verify the suitability and acceptance of the material incorporated in the work

- Measure and calculate quantities of pay items
- Review change order or time extension request and forward to RC
- Contact property owners to coordinate access and property impacts during construction.
- Additional inspection due to change orders is not included in this scope of services.
- Assume 45 trips to the site.

The tasks and associated work hours are based on a 30 working day construction period from September 2011 to November 2011. Construction Inspection is assumed to require one inspector for an average of 5 hours each Working Day. In addition, inspection for non-working days will be required. It is assumed an inspector will also be on-site 4 hours per day for half of the non-working days.

**Construction Consultation (Coordination with designer)**

- Schemmer shall contact RC/Designer as needed to obtain plan clarifications/interpretations.

**Utility Coordination (on-site)**

- Schemmer shall coordinate the identified utility reconstructions and communicate with both the utility companies and the contractor.

**Site Manager Diaries and Daily Work Reports**

- Schemmer inspectors shall document daily contractor activities in Site Manager as well as prepare daily diaries in Site Manager. Items include progress and activities of contractors, measured quantities, controlling operation and hours worked on the controlling operation, calendar days charged and other events that take place each day.

**Pay Estimates**

- Schemmer to prepare, review and approve pay estimates in Site Manager according to the standard specifications (bi-weekly or monthly).

**Perform Material Sampling and Testing**

- Perform material sampling and testing in accordance with the NDOR Materials Sampling Guide
- Detailed breakdown of estimated tests is included in the summary of hours for testing.
- Request and place into Site Manager material certifications, test results and other certifications as required by the NDOR Materials Sampling Guide.
- Assume 17 trips to the site or plant.

**Record Drawings**

- Prepare record drawings according to the LPA manual

**Project Closeout**

- Assist RC with compiling project construction records as requested

**Final Inspection**

- Conduct a final project walk-through with RC and NDOR representative

**Construction Staking**

- Provide coordination of staking needs with Contractor.
- Recover and check existing survey control used during the preliminary engineering.
- Stake limits of construction throughout project.
- Mark removal limits.
- Stake right-of-way, construction easements.
- Provide stakes for grading at slope stake location where the proposed template intersections the existing ground at 25' intervals on each side of

- the trail.
- Provide rows of paving hubs at 25' intervals. Stake radius points, end of returns and high and low points.
  - For inlets, storm pipe and culverts, consultant will stake the line and grade stakes on an offset consisting of 2 stakes of line and grade at each structure.
  - Stake fence relocation and cable guardrail.
  - Stake silt fence
  - Assume 8 trips to the site.
  - All items will be staked one time. Re-staking will be considered out-of-scope. Schemmmer will invoice the Owner for the re-staking and the fee for re-staking will be withheld from Contractor payment.

CONSTRUCTION ENGINEERING / INSPECTION

## **FEES AND PAYMENTS**

### **EXHIBIT "F"**

The following requirements will apply to each Task Order with the LPA:

- A. For performance of the work as outlined in this Task Order, the consultant will be compensated for actual work performed up to a maximum of \$66,225.98. The Consultant's compensation shall not exceed this maximum without prior written approval of the LPA. For the labor work, the Consultant shall be compensated for acceptable costs in accordance with paragraph "D" of this section. Compensation for direct non-salary costs will be in accordance with paragraph "E" of this section.
- B. The Consultant shall not receive reimbursement for any costs incurred by the Consultant prior to the Notice-to-Proceed date or after the completion deadline date stated in the Task Order with the LPA.
- C. Progress and final payments will be based on received invoices or certified billings and compensation will be in accordance with 48 CFR 31. Final payment will be based on an audit to be performed by the State at the conclusion of the work.
- D. Acceptable Costs: Under this Task Order, the acceptable costs will consist of the wages, overhead costs, and a Fee for Profit for employees' time they are working directly on the project.
  - (1) Wages are defined as the actual hours an employee works directly on the project multiplied by the established labor rates, as shown on Exhibit "B"
    - (a) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.
    - (b) Hourly Rates: The hourly rates to be used in this Task Order shall be the rates set out in Exhibit "B".
    - (c) Annual adjustments: The hourly rates and personnel list for this Task Order may be reviewed and adjusted annually beginning one (1) year after full execution of the Master Agreement. Adjustment to the hourly rates and personnel list will be accomplished by a supplemental agreement to the Master Agreement. These adjusted rates and personnel lists shall be used for future Task Orders

but shall not be used to amend previously executed Task

Orders.

- (2) Overhead Costs: include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs (wages). The Consultant will be allowed to charge the project using its actual allowable overhead rate for the year the project labor was incurred. Overhead rate increases which occur during the project period will not be cause for an increase in the maximum amount established in paragraph A of this Exhibit. When an audit is performed by the State at the completion of the work, the actual allowable overhead rate for the year the project labor was incurred will be applied to the direct labor costs (wages) for that year. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years' accepted rate will be applied. The audit may result in additional funds due the Consultant or a cost due from the Consultant to the State.
- (3) Fee for Profit is calculated by multiplying the sum of the wages and overhead costs billed by the negotiated fee for profit rate of "12.85%". The consultant will be paid a "fee for profit" for only the services completed at the time the services are fulfilled.

- E. Direct Non-Salary Costs: Charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, document reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this Task Order, and such other similar items.

A non-salary cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If, for reasons of practicality, the consultant is treating a direct non-salary cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this Task Order, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

Company Automobile/Pick-up truck - The reimbursement for automobile/pick-up truck mileage shall be the prevailing standard rate as established by the Internal Revenue Services through its Revenue Procedures - currently 55.5 cents per mile.

Company Survey Vehicle - Currently 58 cents per mile (2.5 cents above Company Automobile/Pick-up truck)

Privately Owned Vehicle - Actual reimbursement to employee, not to exceed rates shown for company vehicles outlined above

Automobile Rental - Actual reasonable cost

Air fare- Actual reasonable cost, giving the State all discounts

Lodging - **Actual cost – excluding taxes and fees:** Not to

exceed the federal lodging reimbursement guidelines,

as periodically determined by the U.S. General

Services Administration – currently at the following

rates:

Not to exceed \*\$70.00 per person daily

\*Omaha/Douglas County, not to exceed

\$101.00 per person daily

Meals - **Actual cost – including tax and gratuity:** Not to exceed the federal per meal reimbursement guidelines, as periodically determined by the U.S. General Services Administration – currently at the following rates:

	<b>Statewide</b>	<b>Omaha/Douglas County</b>
Breakfast	\$ 7.00	\$ 10.00
Lunch	11.00	15.00
Dinner	<u>23.00</u>	<u>31.00</u>
Totals	<u>\$41.00</u>	<u>\$56.00</u> <u>(Includes tax and gratuity)</u>

For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

- Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or  
(b) Employee is on overnight travel.

- Lunch:
- (a) Employee must be on overnight travel.  
No reimbursement for same day travel.
  - (b) Employee is required to leave for  
overnight travel at or before 11:00 a.m.,  
or
  - (c) Employee returns from overnight travel  
at or after 2:00 p.m.

- Dinner:
- (a) Employee returns from overnight travel  
or work location at or after 7:00 p.m., or
  - (b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the  
employee eats within 20 miles of the headquarters  
town of the employee.

The Consultant shall note the actual lodging and meal costs in a  
daily diary, expense report, or on the individual's time report  
along with the time of departure to the project and time of return  
to the headquarters town. The total daily meal costs must not  
exceed \$41.00 per person, with the exception of Omaha/Douglas  
County, which must not exceed \$56.00 per person (includes tax  
and gratuity). When requested by LPA or State, the Consultant  
will provide a copy of the meal receipts.

- F. The Consultant shall submit invoices to the LPA at a minimum of monthly intervals  
and in accordance with the "LPA Procedure for Processing Invoices" located on the  
State's webpage at: [www.transportation.nebraska.gov/gov-aff/downloads.htm](http://www.transportation.nebraska.gov/gov-aff/downloads.htm).

The invoices must present acceptable direct labor, actual overhead, actual  
direct non-salary costs, as well as fee for profit. The invoices must identify each  
employee by name and classification, the hours worked, and each individual's  
acceptable labor cost applying the labor rates stated in Exhibit "B". Direct non-  
salary expenses must be itemized and provide a complete description of each item  
billed. See LPA Guidelines Manual for Federal-Aid projects, Chapter 13,  
Section 13.3, paragraph 4, for additional requirements.

Each monthly invoice must be substantiated by a progress report which is to  
include/address, as a minimum:

1. A description of the work completed for that period

2. A description of the work anticipated for the next pay period
3. Information needed from LPA
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at [www.transportation.nebraska.gov/rfp](http://www.transportation.nebraska.gov/rfp).

If the Consultant does not submit a monthly invoice, it shall submit its progress report monthly.

- H. The State, on behalf of LPA, will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payments are dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the State determines that the work submitted is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 95 percent of the billed actual costs. The final 5% will be paid upon completion of the work required under this Task Order, acceptance by the LPA and State, and a final audit of all invoiced amounts has been completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with the Master Agreement or any part thereof.

- I. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available for examination at its office at all reasonable times during the agreement period and for three years from the date of final project acceptance by FHWA under this agreement. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Consultant, when requested.

# Consultant Work Order (Local Projects)

Project No.:		Control No.:																																			
Consultant: (Name and Representative)		Agreement No.:																																			
LPA: (Name and Representative)		Work Order No.:																																			
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement: (Include scope of services, deliverables, and schedule)</p>																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;">Work Title</th> <th colspan="2" style="text-align: left; padding: 5px;">Summary of Fee</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">A. Total Direct Labor Cost</td> <td style="padding: 5px;">=</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">B. Overhead (Factor * x A)</td> <td style="padding: 5px;">=</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">C. A + B</td> <td style="padding: 5px;">=</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">D. Profit/Fee (Factor ** x C)</td> <td style="padding: 5px;">=</td> </tr> <tr> <td style="padding: 5px;">*Overhead Factor:</td> <td style="padding: 5px;">%</td> <td style="padding: 5px;">E. Direct Non-Labor Cost</td> <td style="padding: 5px;">=</td> </tr> <tr> <td style="padding: 5px;">**Profit/Fee Factor:</td> <td style="padding: 5px;">%</td> <td style="padding: 5px;">F. Subconsultant Services</td> <td style="padding: 5px;">=</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Total Fee Notes:</td> <td colspan="2" style="padding: 5px;">TOTAL FEE: C + D + E + F</td> </tr> <tr> <td colspan="2" style="padding: 5px;"></td> <td colspan="2" style="padding: 5px;"><input type="checkbox"/> ESTIMATED TOTAL FEE:</td> </tr> <tr> <td colspan="2" style="padding: 5px;"></td> <td colspan="2" style="padding: 5px;"><input type="checkbox"/> FINAL TOTAL FEE:</td> </tr> </tbody> </table>			Work Title	Summary of Fee			A. Total Direct Labor Cost	=		B. Overhead (Factor * x A)	=		C. A + B	=		D. Profit/Fee (Factor ** x C)	=	*Overhead Factor:	%	E. Direct Non-Labor Cost	=	**Profit/Fee Factor:	%	F. Subconsultant Services	=	Total Fee Notes:		TOTAL FEE: C + D + E + F				<input type="checkbox"/> ESTIMATED TOTAL FEE:				<input type="checkbox"/> FINAL TOTAL FEE:	
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		<input type="checkbox"/> FINAL TOTAL FEE:																																			

## Work Order Authorization – May be granted by email and attached to this document.

### Consultant:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

LPA: \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### LPD PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

Notice to Proceed  
will be granted by  
email by LPD PC.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

FHWA: \_\_\_\_\_

Notice to Proceed Date:

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPD PC, NDOR Agreements Engineer, Highway Funds Manager

DR Form 250, October 2010

Exhibit "G"

**PRIMARY TEAM MEMBERS  
EXHIBIT "H"**

**The Schemmer Associates, Inc.**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>EMPLOYEE NAME</u></b>
Project Manager	Doug Holle
Construction Inspector	Brad Elting
Construction Inspector	Jon Goldie
Survey Crew Chief	Mark Fredrickson

F

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A BEER GARDEN AT 11941 CENTENNIAL ROAD SUITE #1 ON AUGUST 12, 2011.

WHEREAS, 11941 Centennial Road Suite #1 is located within the City of La Vista; and

WHEREAS, Quaff LLC dba Lucky Bucket Brewing Company has requested approval of a Special Designated Permit to have a beer garden at 11941 Centennial Road Suite #1 on August 12, 2011 from 7:00 p.m. to 11:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Quaff LLC dba Lucky Bucket Brewing Company to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to have a beer garden at 11941 Centennial Road Suite #1, in conjunction with a fundraising event.

PASSED AND APPROVED THIS 12TH DAY OF AUGUST, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

---

**TO:** Pam Buethe, City Clerk  
**FROM:** Robert S. Lausten, Police Chief  
**DATE:** 7-14-2011  
**RE:** Application for SDL  
**CC:**

---

**Re: Lucky Bucket  
Special Designated Use Permit**

The La Vista Police Department has been informed and has reviewed the request by Lucky Bucket for a special designated use permit on 8-12-2011 at 11941 Centennial Road in La Vista. The applications states that there will be security staff present, therefore no concerns regarding the event identified by the police department at this time.

# APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

--

## RETAIL LICENSE HOLDERS

NON-PROFIT APPLICANTS  Non Profit Status (check one that best applies)  
Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

## COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Liquor license number and class (i.e. C-55441)

L-24859

3. Licensee name (last, first, middle) or corporate name or limited liability company (LLC)  
(as it reads on your liquor license)

NAME: Lucky Bucket Brewing Company

ADDRESS: 11941 Centennial Rd Suite #1

CITY La Vista

ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Lucky Bucket Brewing Company

ADDRESS: 119211 Centennial Rd Ste#1 CITY La Vista

ZIP 68128

COUNTY and COUNTY # Scrapy

a. Is this location within the city/village limits?

YES  NO

b. Is this location within the 150' of church, school, hospital or home  
for aged/indigent or for veterans their wives?

YES  NO

c. Is this location within 300' of any university or college campus?

YES  NO

4.

2.

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>8/12/11</u>	Date _____				
Hours _____	Hours _____	Hours _____	Hours _____	Hours _____	Hours _____
From <u>1 PM</u>	From _____				
To <u>11 PM</u>	To _____				

a. Alternate date: \_\_\_\_\_

b. Alternate location: \_\_\_\_\_

(Alternate date or location must be approved by local)

6. Indicate type of activity to be carried on during event

Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting  Other \_\_\_\_\_

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 145' x 135'

Name of building Lucky Bucket Brewing Company (not square feet or acres)

Outdoor area dimensions of area to be covered IN FEET 120' x 135'  
(not square feet or acres)

**INCLUDE SKETCH OF OUTDOOR AREA**

If outdoor area, how will premises be enclosed?

Fence , type of fence; snow fence  chain link  cattle panel  other \_\_\_\_\_

Tent

Other , explain \_\_\_\_\_

\*If both inside and outdoor area to be licensed include simple sketch

8. How many attendees do you expect at event? 500

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages.

We will ID, wrist band and have security present.

(attach separate sheet if needed)

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

11. Where will you be purchasing your alcohol? Wholesaler  Retailer  Both  BYO

12. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: \_\_\_\_\_
14. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to.

Holly Mulkins Phone: Before 712-542-0629 During 712-542-0629  
Print name of Event Supervisor

Holly Mulkins  
Signature of Event Supervisor

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here \_\_\_\_\_ J.P. \_\_\_\_\_  
Authorized Representative/Applicant VICE PRESIDENT \_\_\_\_\_  
Title 7/12/11 \_\_\_\_\_ Date

Jason Payne  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

\* Parking Lot To Be Snow Fenced off.

120'

905' part

145'

Bowl #1

Bowl #2

Bowl #3

215' (same for  
all 3 Bays)

135' total

QUAFF LLC

Vendor Nebraska Liquor Control Commission  
 Invoice #  
 Invoice Date 7/12/11  
 Invoice Amts \$40.00  
 Date Pd. 7/12/11

2263

**QUAFF LLC**  
 DBA LUCKY BUCKET BREWING COMPANY  
 DBA SOLAS DISTILLERY  
 11941 CENTENNIAL ROAD SUITE 1  
 LAVISTA, NEBRASKA 68128

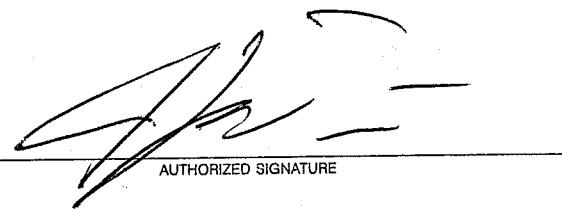
CENTENNIALBANK  
 OMAHA - ASHLAND  
 76-211-1049

DATE 7/12/11 AMOUNT \$40.00

\*\*\*\*\*Forty dollars and 00/100

PAY  
 TO THE  
 ORDER  
 OF

**Nebraska Liquor Control Commission**  
 301 Centennial Mall South  
 PO Box 95046

  
 AUTHORIZED SIGNATURE

100226310 1049021141 415005416

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 19, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
ADOPTION— STRATEGIC PLAN 2011 – 2013	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to adopt Strategic Plan 2011-2013.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On Wednesday, March 16, 2011 the Mayor and City Council held a work session which included discussion related to the Strategic Plan. Earlier in the day the Department Heads and Mid-Level Managers met to discuss the strategic plan and future issues and a summary was presented to the Mayor and Council for discussion. As a result, a draft of Strategic Plan 2011-2013 has been prepared and is attached for consideration.

The Council is being asked to adopt this plan with any additions or revisions deemed necessary. It is further understood that the identified goals and objectives may change as conditions warrant. Staff will continue to provide regular updates at City Council meetings to keep the Mayor and Council informed on the progress being made.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT STRATEGIC PLAN 2011-2013.

WHEREAS, the Mayor and City Council recognize the importance and value of having a deliberate planning process to help guide all facets of city government; and

WHEREAS, the Mayor and City Council believe that it is essential to set goals and review them periodically to ensure progress; and

WHEREAS, the Mayor and City Council discussed the strategic plan at a work session held on Wednesday, March 16, 2011 to:

1. Ensure that the city's priorities are aligned with changing conditions and new opportunities.
2. Create shared commitments among council members and city staff concerning short-term and long-term endeavors.
3. Assess the city's present and future strengths, weaknesses, opportunities and threats; and

WHEREAS, the attached Strategic Plan 2011-2013 is developed as a collaborative effort between the Mayor and City Council and the City's management team and establishes the organizational priorities for a two year planning period.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan 2011-2013 as attached and presented at the July 19, 2011 City Council meeting.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# City of La Vista

## Strategic Plan 2011-2013

### 1. Pursue revitalization of the 84<sup>th</sup> Street corridor & other economic development opportunities

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Vision 84 Implementation	Develop design guidelines for buildings and public realm amenities	CD/Admin/PW	FY 11	Staff is preparing a draft of design guidelines	Draft guidelines to be reviewed internally and by BCDM prior to presentation to the Planning Commission and Council	
	Prepare park program & master plan to include: Holiday Lights Initiative	CD/Admin/PW/ Rec	FY 12	RFP process is underway and proposal have been submitted	Contract negotiation and commencement of work by September 2011	
	Prepare an infrastructure/drainage master plan	CD/Admin/PW	FY13			
	Prepare financial/fiscal impact analysis for Phase 1	CD/Admin	FY13			
	Refine initial phase(s) based on financial analysis results and prepare pro forma	CD/Admin	FY13			
	Identify actions and incentives to be provided by the City	CD/Admin	Immediate & ongoing	TIF Study is underway; LB 1018 application forms being developed	Completion of TIF study	
	Design public improvements & obtain required permits & utility coordination	CD/PW	FY13	Reviewing Summer Drive access as it pertains to a possible swimming pool project		
	Explore scope and feasibility of development consultant/manager.	CD/Admin	FY 13/14	The first phase of 84th Street Signal Coordination Project has been delivered for review	Anticipate federal funding in FY12	
	Coordinate with Comp Plan update & 84th Street signal coordination study now in progress	CD/PW	FY 13	Leo A. Daily has finalized a campus plan for City Hall area and connection to 84th St.	Presentation to M&C at an upcoming City Council meeting	Completed
	Integrate Vision 84 with Municipal Facilities Plan	CD/Admin/PW	Spring 2011			
	Coordinate with neighboring cities	CD/PW/Admin	Ongoing	This will be an ongoing effort		Ongoing
	Keep public informed about issues and progress	CD/Admin	Ongoing			
	Involve property owners in Vision 84 as stakeholders	CD/Admin	ongoing			Ongoing efforts will be made to keep property owners informed on Vision 84 progress; anticipate public input process associated with Civic Center Park master plan development.
Pursue actions to encourage property owners with vacant space to lease or sell property to viable businesses	Work with property owners and/or their representatives to facilitate implementation of Vision 84	CD/Admin	ongoing	Working with CVS 84th & Harrison project; first project on 84th Street since completion of Vision 84	Demolition of Big Lots/Divine truth building	

# City of La Vista

## Strategic Plan 2011-2013

### 1. Pursue revitalization of the 84<sup>th</sup> Street corridor & other economic development opportunities (continued)

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Develop & cultivate relationships with commercial/shopping center owners, developers, leasing agents and retailers	In addition to pursuing 84th Street redevelopment opportunities, continue to seek out opportunities to ensure successful build out of Southport and other areas of the city.	Admin/CD	immediate & ongoing	Announcement of Southport West Outlets & Live; Council approval of Terms Sheet; working on subdivision agreement	Finalizing cost projections & economic impact analysis; negotiation on subdivision agreement	
	Continued ICSC Participation & Exposure	Admin/CD	immediate & ongoing	Recent exhibit & attendance at annual ICSC conference; ICSC meetings		
	Continue to market La Vista to targeted retailers, restaurants & corporations	Admin/CD	ongoing, FY12/13		Update marketing materials as result of new census data	
	Develop inventory of vacant commercial/retail properties and link to site that lists available properties	CD	Spring 2012		Need to determine feasibility of developing and maintaining an accurate list for a subsequent recommendation to the Mayor & Council	
Work to ensure adequate public transportation	Continue working with Metro Area Transit (MAT) for increased and better service routes; possible park & ride	CD/PW	immediate & ongoing	Have held multiple meetings with MAT regarding service within Sarpy County, no follow through on their part.	Continue to work with MAPA to develop a strategy for dealing with MAT officials.	



# City of La Vista

## Strategic Plan 2011-2013

### 2. Provide for planned, fiscally responsible expansion of the city's boundaries

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Comprehensive Plan Update	Recommend funding as part of the FY13 budget.	CD	Summer 2013	Availability of detailed Census data is not anticipated until at least December 2012.	During upcoming FY staff will work to develop a scope for the Comprehensive Plan update	
Implementation of annexation plan	Prepare RFP	CD	Fall 2012	Feb/March 2012		Ongoing annually
	Review and update annexation plan annually	Fin/CD				
	Assume responsibility for providing services in newly annexed areas.	All				
	Consider extending the City's ETJ	CD/Admin	Summer 2011	A recommendation to the Mayor & Council is forthcoming		
Ensure budget & CIP provide for infrastructure improvements necessary to serve areas targeted in annexation plan	Evaluate infrastructure in areas contemplated for annexation	PW/CIP Committee	ongoing			Reviewed annually as part of CIP/Budget process and 1 & 6 Year Road Plan
	Incorporate infrastructure improvements as part of the CIP process	PW/CIP Committee	ongoing			
	Communicate annexation plan & property tax implications to residents and businesses located in new growth areas	Letters to property owners, Quarterly Newsletter, Website, Public Meetings	TBD based on plan			
	Work with neighboring cities to protect the integrity of each city's boundaries and ETJs	Pursue this discussion through the United Cities format	Admin	ongoing		Recently worked with City of Papillion regarding SID 82 (Crossroads)

# City of La Vista

## Strategic Plan 2011-2013

### Maintain Quality of Older Residential Neighborhoods

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Provide for essential maintenance & priority improvements in neighborhood public facilities through CIP	Submit public facility improvements as part of the CIP process	PW/CIP Committee	ongoing		Preparation of 2012-2016 CIP underway and will be brought to Council for inclusion in FY12 Budget	
Ensure attractive neighborhoods by strengthening & enforcing building & environmental codes	Review and propose improvements to municipal codes	CD/PD/PW	ongoing	A comprehensive report regarding the City's property maintenance codes and ordinances has been prepared	Internal review and discussion of report	
	Work to be more proactive in code enforcement	PD	Ongoing	Code Enforcement Officer is working flexible shift	Evaluate need for additional staff to handle ETJ	
	Evaluate using a private vendor to complete property clean up and mowing	PW	Spring 2012		Recommendations to be incorporated into 2013 budget	
Monitor efficiency & effectiveness of rental housing inspection program	Prepare & present annual RHIP overview to Mayor & Council along with any recommended revisions to the code.	CD	ongoing			
Continue developing strategy to address erosion & maintenance issues related to Thompson Creek	Successful completion of Voluntary Home Acquisition Program	PW/Admin	Summer 2012	All properties have been closed on.	Finalize demolition of remaining (7) houses.	
	Ensure effective communication with property owners and members of the public.	PW/Admin	Ongoing		Property Owner/Renter satisfaction survey upon project completion.	
	Preliminary work on plans for channel stabilization improvements in order to pursue funding options.	PW	immediate & ongoing		Funding included in FY12 CIP for planning/study of channel stabilization improvements necessary for anticipated grant applications	
	Begin seeking Corps permits	PW	immediate & ongoing		Anticipate beginning process in FY12	
Evaluate need for Neighborhood Revitalization Program	Research the need for and the City's role in a Neighborhood Revitalization Program	CD	2013		Incorporate recommendation as part of the Comp Plan update	

# City of La Vista

## Strategic Plan 2011-2013

### 4. Enhance La Vista's identity and raise awareness of the city's many qualities

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Increase communications with La Vista residents and other key audiences	Investigate the feasibility of providing live and/or archived web casts of City Council meetings	Admin	Fall 2011		Recommendation as part of the IT Plan	
	Investigate social media for city broadcast	Admin	Summer 2011		Policy to be recommended to Council Summer 2011	
Increase citizen-council engagement	Conduct town hall or neighborhood meetings in various venues	Admin	Fall 2011		Define objectives	
	Continue to provide citizen education on City activities and performance	All	Ongoing			
	Recommendation for citizens leadership academy program	Admin	Spring 2012		Research similar programs with recommendation in FY13 budget	
	Recommendation for Mayor's youth leadership council	Admin	Spring 2012		Research similar programs with recommendation in FY13 budget	
Develop and aggressively market La Vista through strategic partnerships	Provide funding for update of community marketing materials	Admin	FY 12 & 13		Review marketing materials based on new Census data and other updates	
	Identify opportunities for cooperative efforts with outside agencies	All	ongoing	The LVCF continues to raise funds for costs associated with continuing many of the activities started during the City's LV50 celebration; Recreation staff working with Cabela's to do a joint program for adults & children	Further develop and execute joint program with Cabela's	

# City of La Vista

## Strategic Plan 2011-2013

### 5. Improve and expand the City's quality of life amenities for residents and visitors

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Create new opportunities that bring residents together for celebration, leisure or civic engagement	Look for opportunities to initiate ongoing events such as community movie nights	Movie Night Committee	Ongoing	The City purchased the movie equipment in 2010 to continue activity beyond LV50.	Summer movie nights are underway.	
Summer Concert Series	Summer Concert Series Committee	Summer Concert Series Committee	Ongoing	3 outdoor summer concerts are underway		
La Vista Daze	All	All	Ongoing	The City successfully ran La Vista Daze for the 2nd year; suggestions for improvement are being sought.	La Vista Daze 2012 (May 27)	
Veteran's Day Celebration	Veteran's Day committee	Veteran's Day committee	November 2011		Working with the LVCF and City of Papillion on possible joint event	
Identify & promote development of new cultural amenities in partnership with other community groups such as the La Vista Community Foundation, area Chambers of Commerce & local service groups.	All	All	ongoing	La Vista Arts Festival, concerts in the park		
Address the needs associated with the City's aging swimming pool facility	M&C/Rec/PW/ Admin	M&C/Rec/PW/ Admin	ongoing	Internal committee working with WEAD to produce \$5M option and subsequent recommendation	Presentation of internal committee report to Council in July/August 2011	
Identify options for creation of public green space with the property owner of the sod farm and develop a plan	CD/Rec/PW	CD/Rec/PW	Fall 2011	Draft scope of work has been prepared, however additional discussions indicate that needs are more program specific	Funding included in 2011 CIP and anticipate request to carryover to FY12 is likely	
Review development request to ensure conformance with City planning standards	Admin	Admin				



# City of La Vista

## Strategic Plan 2011-2013

### 5. Improve and expand the City's quality of life amenities for residents and visitors (continued)

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Expand recreation programs and services for all age groups	Evaluate existing programs for popularity, effectiveness & access	Rec	Spring 2012	Working to develop an evaluation tool for programs and services	Evaluate current programs & services to determine popularity & effectiveness	
	Research & recommend new programs or changes to existing programs	Rec	ongoing	Programs additions include: Senior Art Class, Bottle Slumping, Soccer Academy, Urban Scramble & Little Chef's Storytime & Cooking Class	Continue to monitor existing programs and develop new programs	
	Review current marketing practices and make recommendations for improvement and/or exploring new opportunities	Rec/Admin	ongoing	Working with Community Relations Coordinator to improve marketing practices.	Develop new program guide	
Maintain and enhance City's existing & future park areas & green spaces	Develop a plan for financing park amenities and incorporate into the CIP	Park Committee	FY 2012	Cost estimates have been prepared to develop a plan which will ultimately be incorporated with the CIP		
	Prepare and present to M&C for adoption 1 & 4 Year Tree Plan (in accordance with section 94.14 of the municipal code)	Park Committee & Park & Rec Advisory Board	Spring 2012	PW Park Division & Recreation Dept. staff have been actively working on process to become part of the 1 & 4 year Tree Plan	Develop plan to present to Park & Recreation Advisory Board and City Council for approval	
	Need to review & recommend security measures to combat vandalism.	PD/PW		A proposal has been submitted for consideration for the 2012-2016 CIP by the IT Committee and the PBG Director		
	Continued involvement with the Papillion Creek Watershed Partnership	PW / Bldg & Grounds	ongoing	The City installed our first storm sewer debris separating unit in September 2010. UNO has completed preliminary study. Fall study will be in 2012 budget.		
Develop & begin implementation of a "green plan" that identifies the City's role, through its facilities and programs, in contributing to a sustainable community	Explore options to incorporate green building principals as city facilities are remodeled or new facilities are constructed	Bldgs & Grounds	ongoing	Work with OPPD & UNO to receive Energy * rating for City facilities; initial study for City Hall/Community Center complete		

# City of La Vista

## Strategic Plan 2011-2013

### 6. Pursue action that enables the City to be more proactive on legislative issues

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Participate in UCSC to promote shared interests of La Vista and its partner communities	Continue regular meetings of the Mayors of Sarpy County communities	Admin	Ongoing		Interlocal Cooperation & Lobbying agreements will be up for renewal in Aug/Sept 2011	
Adopt and lobby on behalf of a legislative agenda specific to the City	Work with Sarpy County to resolve planning & sewer issues Continue joint lobbying efforts with UCSC	CD/PW/Admin	Ongoing	Legislative agenda adopted annually	During the interim, UCSC will be working on obtaining sales tax information and occupation tax study	
Redistrict City Council Wards	Identify legislative issues of specific interest to La Vista and allocate resources for lobbying. Work with MAPA to develop options for redistricting the City's Council wards. Communication of boundary changes to public.	Admin	ongoing	Funding recommended in FY12 budget for additional lobbying services Agreement with MAPA to assist with redistricting	Release of precinct maps from Sarpy County Press releases; CityWise articles & map; website	

# City of La Vista

## Strategic Plan 2011-2013

### 7. Adopt and implement standards of excellence for the administration of City services.

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Ensure that the City is fiscally responsible while trying to meet the needs of a growing community	Diversify current & future fiscal resources to meet rising demands, while effectively controlling costs	all	immediate & ongoing			
	Update financial policies	Fin	FY 12 & 13			
	Utilize technology to create more efficient financial processes	IT Committee				
	Identify future revenue and funding requirements necessary to implement Capital Improvements Program (CIP), Master Facilities Plan (MFP) & annual capital purchases; develop options for meeting those requirements	Admin/CIP Committee/ Department Heads				
	Evaluation of City services that may need to be discontinued or contracted out	all	immediate & ongoing			
	Monitor, review and propose changes to city programs that have a significant financial impact such as contractual services, insurance and employee benefits	Admin/HR	immediate & ongoing			
	Investigate the potential of collaborating with other agencies on programs and services that have a significant fiscal impact	Admin/HR	Spring 2012 & ongoing			
Maintain City's Volunteer Fire Department	Monitor current operational procedures in comparison to NFPA Standards	Fire	immediate & ongoing	Most recent data shows LVFD at 77% of NFPA 1720 response times ≤ 9 minutes	Implement additional leadership training & educate department staff in city government relations	
	Make recommendations for changes to bring Department into compliance with NFPA 1720 Standards for volunteer departments.	Fire	FY 11	PIO has strengthened recruitment campaign resulting in 22 new recruits		
	Design and incorporate a firefighter residence program that will provide for manning at the D-2 fire station during the most vulnerable times of day.	Fire	FY 11	Program design is underway; funds budgeted in FY11 & 12 for facility improvements	Program recommendation for Council review and approval and determination of program interest prior to authorization to proceed with construction	
	Begin preliminary planning work for District 1 Fire Station	Admin/Fire/Bldg & Grounds			Project placed in pending CIP projects for FY12	



# City of La Vista

## Strategic Plan 2011-2013

### 7. Adopt and implement standards of excellence for the administration of City services. (continued)

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Provide for the transition of personnel into key City appointed positions through a succession plan	Fund and provide training opportunities	Admin	Ongoing	Department Heads have completed LEAD. MLM's will start to attend.	3-day HPO on-site training for Dept. Heads & MLM's	
	Review and make recommendation regarding the City's policies for funding for employee educational assistance	HR	Fall 2011		Will discuss with employee focus group.	
	Continue regular meetings between mid-level supervisors and City Administrator	Admin	ongoing	Continue training & meeting opportunities.		
	Continue to explore options for involving mid-level managers in organizational initiatives and special projects	All	ongoing	MLM's continue to be given additional organizational responsibilities. Ex. Developing organizational values (based on survey).	Values presentations to the Mayor & Council and City staff.	
	Consider establishing a City Hall internship for an up and coming supervisor	Admin			Difficult to do at this time as a result of staffing issues. Will keep it on the list for future opportunities.	
Monitor & refine Pay for Performance (PFP) appraisal system	Meetings with employee advisory group to review efficiency & effectiveness of process	HR	Ongoing		Anticipate recommending policy changes at an upcoming Council meeting.	
	Ensure ongoing two-way communication with employees regarding the program and possible changes.	HR				
	Monitor and review trends in compensation programs such as variable pay, PFP, merit pay, etc. and make recommendations for any changes.	HR				
Update the City's Emergency Preparedness Plan	Provide opportunities for appropriate staff and officials to receive emergency preparedness training.	Safety Committee	Ongoing	A table-top exercise for elected officials and key City staff is being developed by the LVPD	Scheduling NIMS training for DH & MLM's; DH/MLM web conference "Managing the Unthinkable Disaster!"	
	Communicate Emergency Preparedness Plan to elected officials through periodic review	Safety Committee			Anticipate reviewing with elected officials at a future workshop	
Actively pursue funding opportunities for organizational strategic initiatives and projects consistent with departmental operations.	Pursue grant opportunities	All	immediate & ongoing	Currently working to secure grant funding for Fire Training Officer and Police Officer positions; Bldgs & Grounds obtained 2nd year grant for tree plantings around city facilities	When available, utilize 2010 US Census information to identify areas eligible for CDBG assistance	
	Track and report on grant applications and grants received.	Fin/All	Annual	October 2011	Continue to provide annual reports for M&C	



# City of La Vista

## Strategic Plan 2011-2013

### 7. Adopt and implement standards of excellence for the administration of City services. (continued)

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Identify opportunities for developing Boards & Commissions	Develop orientation program for new B&C members	City Clerk/B&C staff	FY12 ongoing			Funding requested as part of FY12 budget
	Provide training opportunities for B&C members	CC/B&C staff				Funding requested as part of FY12 budget
	B&C review of pertinent sections of the Municipal Code	CC/B&C staff	FY13			Recommendations for compliance and/or updates
	Update B&C regarding Council's strategic priorities	Admin	Fall 2011/ongoing			CA is scheduled to attend a meeting of each B&C
Begin the process of developing a high performance work culture	Provide opportunities for appropriate staff training					3-Day In-house HPO training for DH/MLM August 2011; Budget request for Myers-Briggs for all employees
	Provide opportunities for appropriate staff training					
	Formulate recommendations for development of organizational and department performance measures	Admin/Staff				Funding recommended as part of the FY12 budget
	Refine monthly department operational reports	All	ongoing			
	Ensure that citizen feedback is solicited and utilized in the evaluation and development of programs and services			2013		A Citizen Survey will be a part of the Comprehensive Plan update anticipated in 2013.

# City of La Vista

## Strategic Plan 2011-2013

### 8. Insure efficient, effective investment in technology to enhance service delivery.

Key Objectives	Action Steps	Responsible Party	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
Secure outside expertise to work with IT Committee to review city's existing technology and make recommendations for improved technology to enhance productivity.		IT Committee	Fall 2011	Executed agreement with BerryDunn for consulting services.	Project kick-off in July 2011, completion schedule is November 2011	
Develop a long-range technology plan		IT Committee	Fall 2011		Long Range Plan will be incorporated with IT Strategic Plan	
Develop a multi-year plan for financing technology improvements		IT Committee	Spring 2012		Financing strategy will be based upon long-range technology plan and incorporated into the CIP	
Designate adequate resources to provide appropriate technology training for city staff		IT Committee	ongoing		Working to identify Access training for various clerical staff members	



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  
8016 Park View Blvd/Lot 1279 La Vista, \$192.25;  
7727 Park View Blvd/Lot 888 La Vista, \$386.24;  
7421 Ivy Lane Drive/Lot 124 S & S's Harvest Hill, \$424.22;  
7354 S. 70<sup>th</sup> Street/Lot 202 La Vista Replat, \$158.20;  
12958 Margo Lane/Lot 15 Millard Highlands South 2<sup>nd</sup> Platting, \$384.38; and  
7780 Greenleaf Drive/Lot 210 Granville East, \$251.86  
were notified to clean up their property as they were in violation of the City Municipal Code, Section 50.03 and/or 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 19TH DAY OF JULY, 2011

CITY OF LA VISTA

ATTEST:

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

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

LA VISTA POLICE DEPARTMENT SPECIAL ENFORCEMENT BUREAU - CODE ENFORCEMENT  
SPECIAL ASSESSMENT REPORT

ADDRESS	RENTAL/OWNER OCCUPIED	PRIOR CONTACTS	ACTION TAKEN	CURRENT OFFENSE	ACTION TAKEN
8016 Park View Blvd	Vacant-Assessor's show still owner occupied	1. 10/2/07-Swimming Pool Violation 2. 7/22/08-Sign Prohibited 3. 10/31/08-City Tree Trimming Project 4. 7/28/04-Grass limb obstruction 5. 7/13/00-tree 6. 6/2/04-Grass 7. 6/28/04-Grass 8. 1/14/11-Snow Removal	1. Unknown Disposition 2. Unknown Disposition 3. Unknown Disposition 4. Done by Owner Unknown Disposition 5. Unknown Disposition 6. Done by Owner 7. Done by Owner Complete Public Works 8. Complete Public Works	5/21/11-Grass	Clean-up completed by Public Works
7727 Park View Blvd	Vacant-Assessor's show still owner occupied	1. 1/14/10-Snow Removal 2. 7/1/09-Grass 3. 1/4/07-Snow Removal 4. 6/1/06-Grass 5. 2/14/00-Unknown Exact Violation 6. 5/27/08-Grass 7. 3/21/08-Litter/Junk 8. 9/13/07-Grass Removal	1. Unknown Disposition 2. Unknown Disp. 3. Unknown Disposition 4. Done by Owner Unknown Disposition 5. Unknown Disposition 6. Unknown Disp. 7. Unknown Disposition 8. Unknown Disp.	5/9/11-Grass	Clean-up completed by Public Works
7421 Ivy Lane Drive	Vacant-Assessor's show still owner occupied	1. 1/4/10-Snow Removal 2. 7/1/08-Grass 3. 6/19/09-Grass 4. 9/1/09-Grass 5. 7/29/10-Grass 6. 1/24/11-Snow Removal	1. Unknown Disposition 2. Unknown Disp. 3. Unknown Disp. 4. Unknown Disp. 5. Complete PW 6. Complete PW	5/3/11-Grass	Clean-up completed by Public Works

07/12/2011

LA VISTA POLICE DEPARTMENT SPECIAL ENFORCEMENT BUREAU - CODE ENFORCEMENT  
SPECIAL ASSESSMENT REPORT

Address	Description	Actions Taken	Completion Status	Notes
7354 South 70 <sup>th</sup> St	Vacant-Assessor's show still owner occupied (**Note: For Sale Sign in Yard Showing SOLD)	1. 2/6/03-Snow Removal 2. 5/14/09-Snow Removal 3. 1/29/07-Snow Removal 4. 9/1/09-Grass 5. 6/12/03-Faulty Weather Protection 6. 3/16/09-Snow Removal 7. 10/31/08-City Tree Trimming Project 8. 1/4/10-Snow Removal 9. 1/25/11-Snow Removal	1. Done by Owner 2. Unknown Disposition 3. Unknown Disposition 4. Unknown Disp. Corrected 5. 7/15/03 6. Unknown Disposition 7. Unknown Disposition 8. Unknown Disposition 9. Complete by Public Works	5/3/11-Grass Clean-up completed by Public Works
12958 Margo St	Vacant-Assessor's show still owner occupied	1. 8/28/08-Grass 2. 7/13/09-Grass 3. 9/1/09-Grass 4. 8/27/07-Grass 5. 10/5/07-Grass/Tree 6. 7/22/08-Grass 7. 8/23/10-Grass 8. 1/27/11-Snow Removal	1. Unknown Disp. 2. Unknown Disp. 3. Unknown Disp. 4. Unknown Disp. 5. Unknown Disp. 6. Unknown Disp. 7. Complete PW 8. Done by Owner	5/3/11-Grass Clean-up completed by Public Works



June 13, 2011

James Guarino & Kelly Higgins  
8016 Park View Blvd  
La Vista NE 68128

RE: Lot 1279 La Vista

Dear Mr. Guarino and Ms. Higgins;

On May 21, 2011, the property at 8016 Park View Blvd in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 50.03 and 133.01. A certified letter was sent that stated the grass needed to be mowed or the City would correct the violation at the owner's expense. On May 26, 2011, the Public Works Department mowed, line-trimmed and removed broken concrete. The cost of \$192.25 was incurred by the City for the repairs. The cost breakdown is as follows:

Administrative Fee	\$	50.00
<b>Mowing Costs</b>		
Two workers – 2 hours each	\$	54.75
Equipment Cost	\$	60.25
Material	\$	27.75
<b>TOTAL</b>	\$	<b>192.25</b>

Please remit \$192.25, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on July 19, 2011, 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

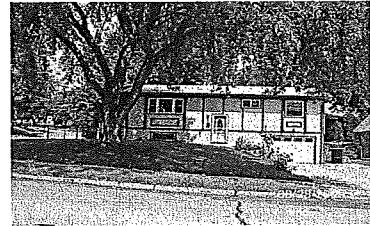
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

**COPY**

## La Vista Police Department

## Code Enforcement Case Management



CASE ADDRESS: 8016 Park View Blvd DATE INITIATED: 05/21/2011

DATE INITIATED: 05/21/2011

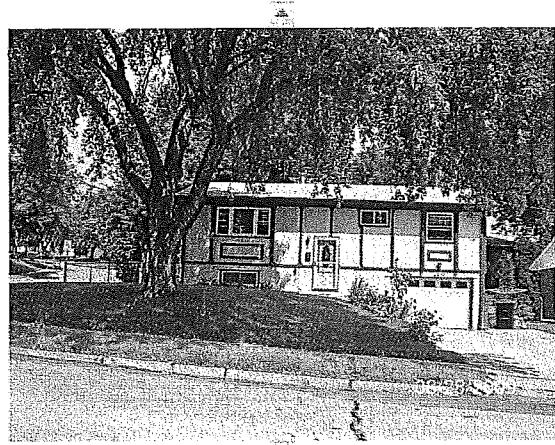
NAME OF PROPERTY OWNER/RESIDENT: James Guarino & Kelly Higgins

CODE VIOLATION(S): 133.01 Grass/Weeds

DATE	NOTES/FOLLOW-UP
05/21/2011	Yellow tag initiated #56 IR#11-6431
05/26/2011	Sending to Public Works for a work order request.

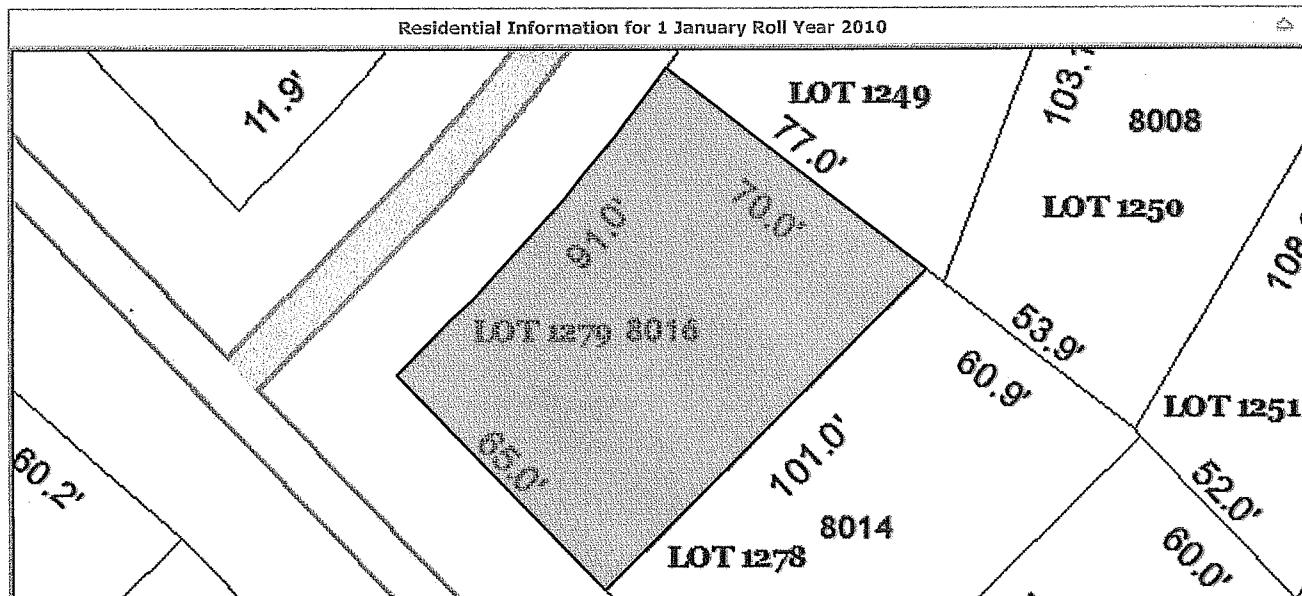
**Active**

Parcel Number: 010542949  
 Location: 08016 \PARK VIEW BLVD  
 Owner: GUARINO/JAMES M  
 & KELLY A HIGGINS  
 C/O  
 Mail Address: 1210 GOLDEN GATE DR  
 PAPILLION NE 68046-0000  
 Legal: LOT 1279 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-1268



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

THIS IS NOT A PROPERTY RECORD FILE

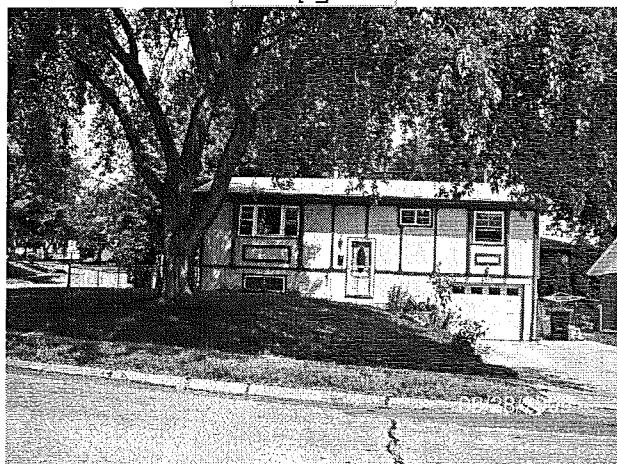


Style:	Split Entry	#Bedrooms above Grade 3
Year Built:	1969	Total Sqft 960
#Bathrooms Above Grade 1		Bsmt Total Sqft 960
Total Bsmt Finish Sqft	336	Garage Sqft 0
Garage Type		Lot Width 6468
Lot Depth	1	

Misc

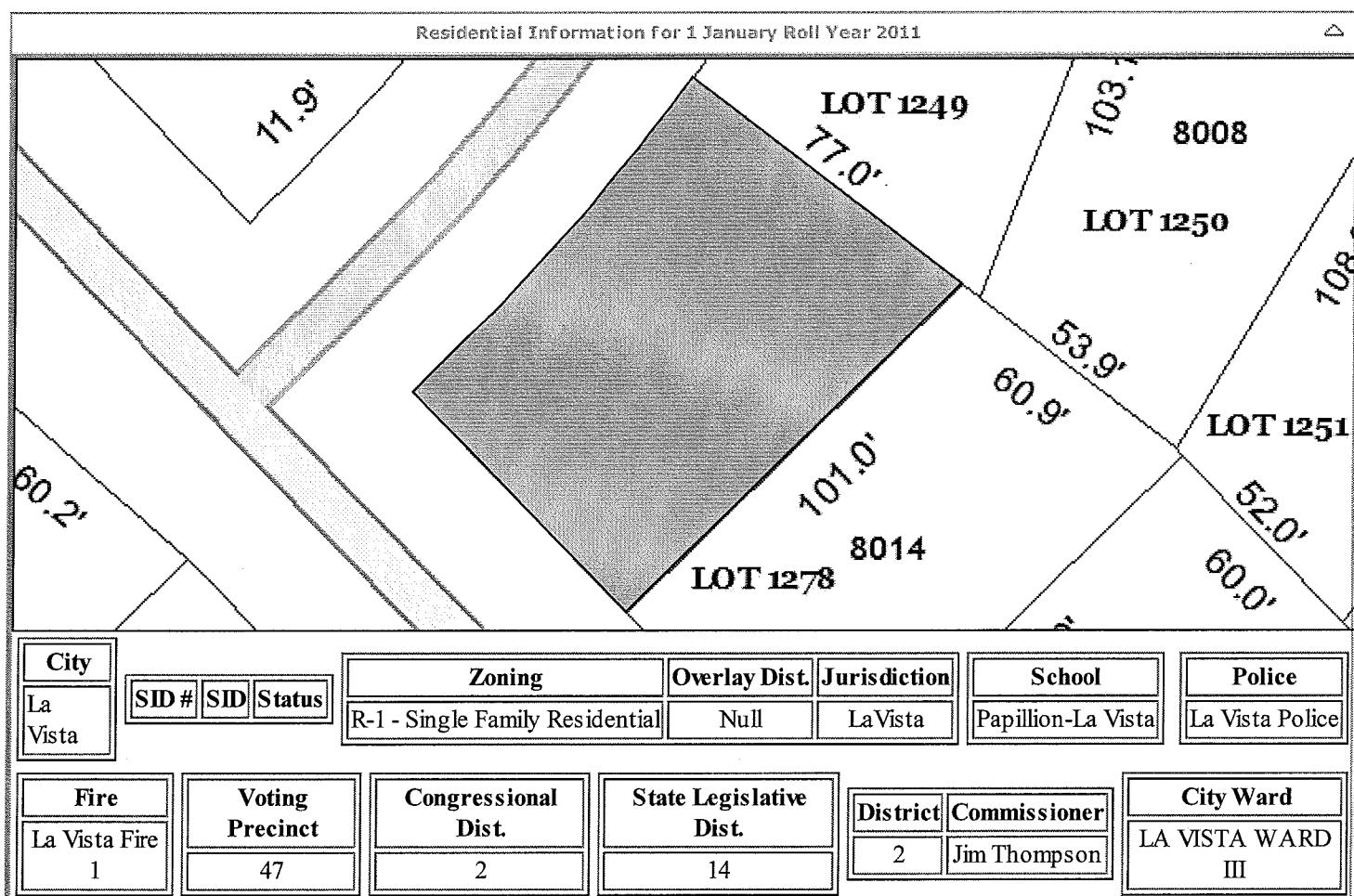
**Active**

Parcel Number: 010542949  
 Location: 08016 \PARK VIEW BLVD  
 Owner: GUARINO/JAMES M  
 & KELLY A HIGGINS  
 C/O  
 Mail Address: 8016 PARK VIEW BLVD  
 LA VISTA NE 68128-0000  
 Legal: LOT 1279 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-1268



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

THIS IS NOT A PROPERTY RECORD FILE



Style: Split Entry

Year Built: 1969

#Bathrooms Above Grade 1

Total Bsmt Finish Sqft 336

Garage Type

#Bedrooms above Grade 3

Total Sqft 960

Bsmt Total Sqft 960

Garage Sqft 0



Dear Owner/Resident:

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

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

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

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

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

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

Sincerely,

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

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

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

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

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

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

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

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

Recreation  
8116 Park View Blvd.

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST	DATE OF BIRTH
James Guarino/Kelly Guarino	—
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER	
1119 S. Grandview Ave, Papillion, NE 68046	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER	
8016 Parkview Blvd, La Vista, NE 68128	
CONDITIONS REQUIRING CORRECTION	
133.01 Grass/Weeds	
CORRECTIVE MEASURES	
please mow front and back yards	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 5/30, 2011.

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

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

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

This form must be filled out completely to be valid.

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

June 3, 2011

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Secretary  
Public Works Dept.

RE: Residential Property Clean-Up  
8016 Park View Blvd.

The following is a list of the expenses incurred by the Public Works Department on May 26, 2011 while mowing and line-trimming the front and back yards; and disposing of trash, limbs and debris at 8016 Park View Blvd., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	44.75	1	44.75
Employee #2	10.00	1	10.00
<b>TOTAL</b>		2	<b>\$54.75</b>

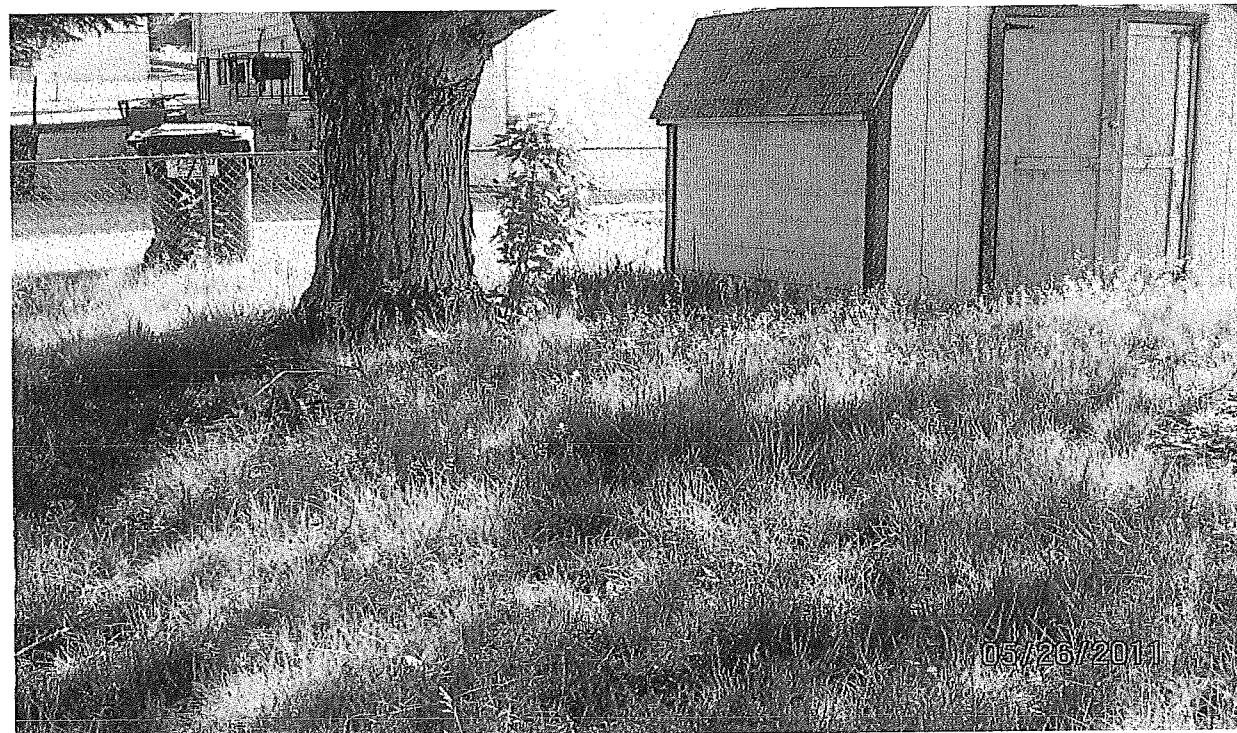
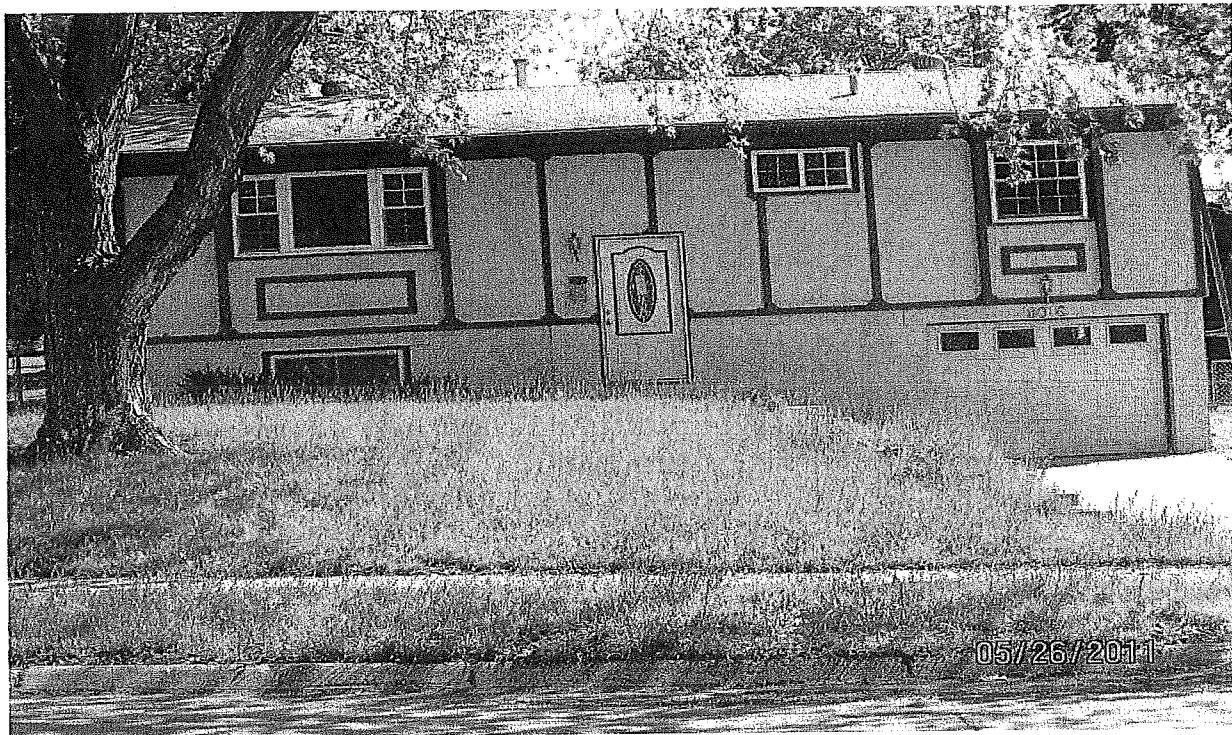
**EQUIPMENT:**

	<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) Line trimmer	7.50	1	7.50
(1) leaf blower	8.00	1	8.00
<b>TOTAL</b>			<b>\$60.25</b>

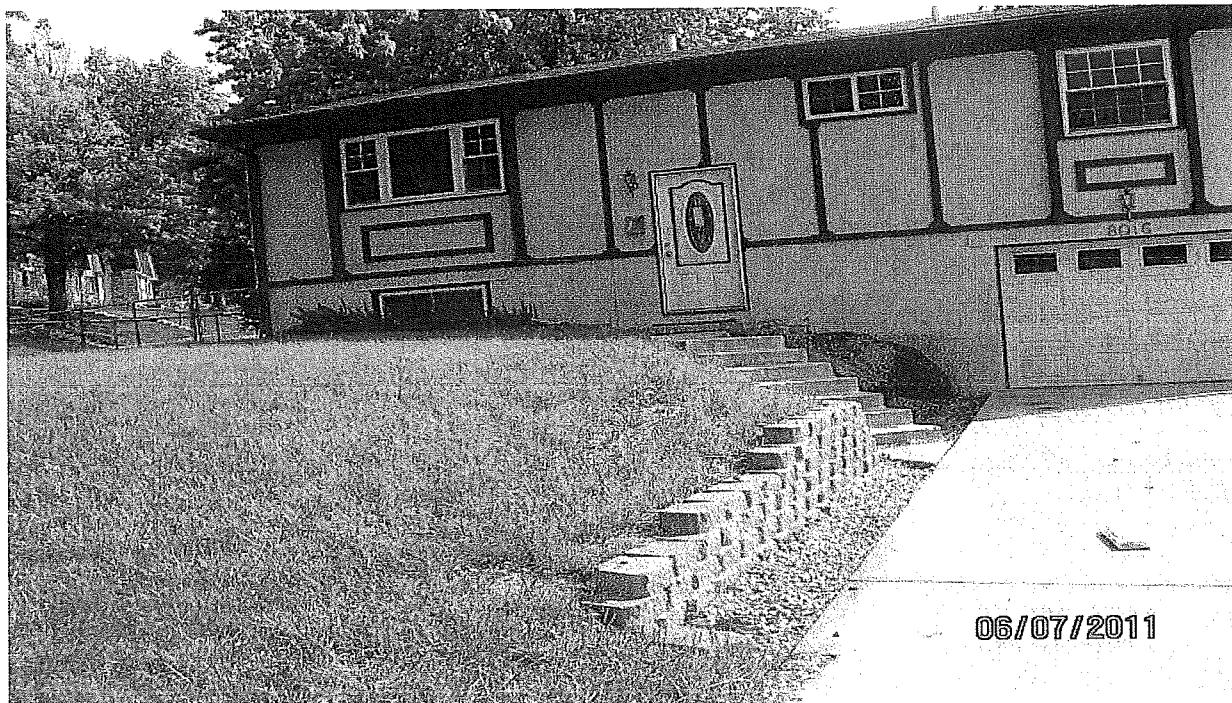
**MATERIALS:**

(1) trailer dumpster fee	\$25.00
(5) heavy duty trash bags @ \$.45/each	\$2.25
<b>TOTAL</b>	<b>\$27.25</b>

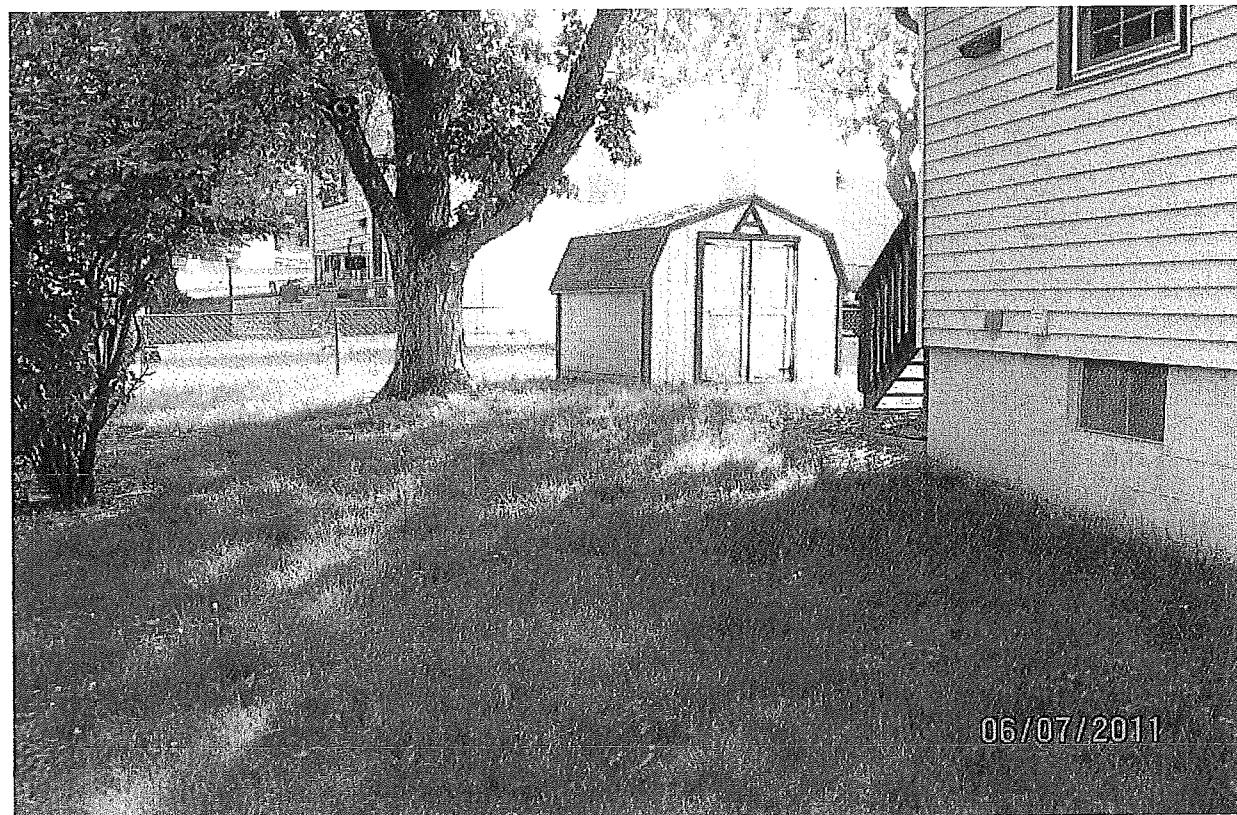
**TOTAL LABOR, EQUIPMENT and MATERIALS :** **\$142.25**



Before Pictures  
Taken By: S. Corbit

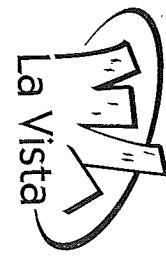


06/07/2011



06/07/2011

After Pictures  
Taken By: S. Corbit



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

James Guarino  
Kelly Guarino  
1119 S. Grandview Ave  
Papillion, NE 68040

**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:  
James Guarino  
Kelly Guarino  
119 S. Grandview Ave  
Papillion, NE 68044

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	<input type="checkbox"/> C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7008 1140 0000 6667 0879
PS Form 3811, February 2004 Domestic Return Receipt	
102595-02-M-1540	



M6

**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**

3948 3649	Postage \$
	Certified Fee
	Return Receipt Fee (Endorsement Required)
	Restricted Delivery Fee (Endorsement Required)
	Total Postage & Fees \$ <b>5.59</b>

Postmark  
Here

7010	Sent To <b>James Guarino Kelly Higgins 8016 Park View Blvd LaVista NE 68128</b>
Street, Apt. No. or PO Box No.	
City, State, ZIP+4	

7/9 CC

PS Form 3800, August 2006

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTERLINE

**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:

**James Guarino  
Kelly Higgins  
8016 Park View Blvd  
LaVista NE  
68128**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

- Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

**JUL - 8 2011**

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)

**7010 1870 0000 3948 3649**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



June 10, 2011

Jack & Vicki Cotton  
8138 S 88<sup>th</sup> Plz Apt 20  
La Vista NE 68128

RE: LOT 888 LA VISTA

Dear Mr. & Mrs. Cotton;

On May 9, 2011, the property at 7727 Park View Blvd in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 50.03 and 133.01. A certified letter was sent on May 16, 2011 that stated the grass needed to be mowed and trash removed on or before May 20, 2011 or the City would correct the violation at the owner's expense. On May 26, 2011, the Public Works Department mowed, line-trimmed and removed broken concrete. The cost of \$386.24 was incurred by the City for the repairs. The cost breakdown is as follows:

Administrative Fee	\$	50.00
<b>Mowing and Trash Removal</b>		
Four workers – 5 hours total	\$	134.24
Equipment Cost	\$	197.50
Material	\$	4.50
<b>TOTAL</b>	<b>\$</b>	<b>386.24</b>

Please remit \$386.24, 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 July 19, 2011, 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

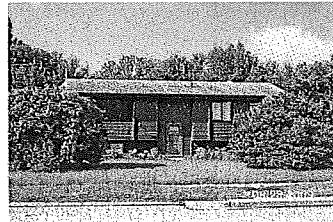
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

**COPY**

# La Vista Police Department

## Code Enforcement Case Management



CASE ADDRESS: 7727 Park View Blvd DATE INITIATED: 05/09/11

NAME OF PROPERTY OWNER/RESIDENT: Jack & Vicki Cotton

CODE VIOLATION(S): 50.03/Trash & 133.01/Grass

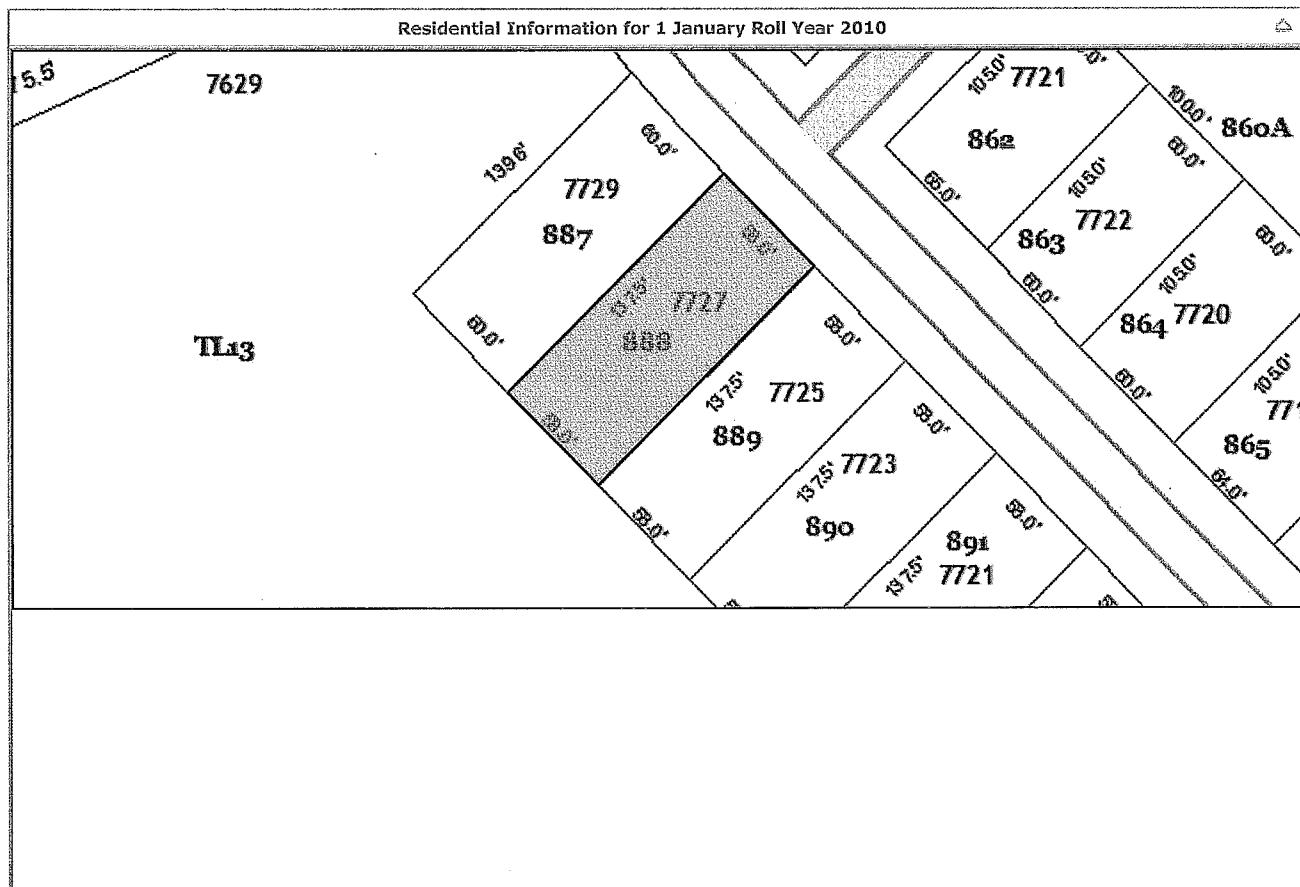
**Active**

Parcel Number: 010560785  
 Location: 07727 \PARK VIEW BLVD  
 Owner: COTTON/JACK E & VICKI L  
 C\O  
 Mail Address: 8138 S 88TH PLZ APT 20  
 LA VISTA NE 68128-0000  
 Legal: LOT 888 LA VISTA  
 Tax District: 27002  
 Map #: 2959-14-0-30003-000-1054



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

THIS IS NOT A PROPERTY RECORD FILE



Style:	Split Entry	#Bedrooms above Grade:	2
Year Built:	1972	Total Sqft:	994
#Bathrooms Above Grade:	1.5	Bsmt Total Sqft:	960
Total Bsmt Finish Sqft	0	Garage Sqft:	520
Garage Type	Detached	Lot Width:	58
Lot Depth	138		
		Misc	



Dear Owner/Resident:

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

An investigation is being conducted at your property. This investigation has revealed violation(s) of the La Vista Municipal Code, **Grass/Weed 133.01 & Trash 50.03.**

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

Violation(s) are required to be corrected within **3 Days** depending upon the violation(s). By completing a "Compliance Agreement:" additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

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

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

Sincerely,

**Stacy Corbit**  
Code Enforcement Officer  
La Vista Police Department

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

**Community Development**  
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9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

# LA VISTA POLICE DEPARTMENT

## MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST <u>Jack &amp; Vicki Cotton</u>	DATE OF BIRTH —
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>8138 S. 88th Plz #20, Lavista, NE 68128</u>	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>7727 Park View Blvd, Lavista, NE 68128</u>	
CONDITIONS REQUIRING CORRECTION <ul style="list-style-type: none"><li>• grass/weed - 133.01</li><li>• trash/debris - 50.03</li></ul>	
CORRECTIVE MEASURES <ul style="list-style-type: none"><li>• please mow grass, front &amp; back yards</li><li>• please remove the pile of broken concrete</li></ul>	
*Assessor's Website Shows You as responsible parties for the property. Please forward to bank if need be.	

### AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 5/20, 2011.

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

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

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

This form must be filled out completely to be valid.

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

June 3, 2011

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Secretary  
Public Works Dept.

RE: Residential Property Clean-Up  
7727 Park View Blvd.

The following is a list of the expenses incurred by the Public Works Department on May 26, 2011 while mowing and line-trimming the front and back yards; and disposing of broken concrete from the driveway at 7727 Park View Blvd., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	44.75	2	89.50
Employee #2	11.00	1	11.00
Employee #3	10.00	1	10.00
Employee #4	23.74	1	23.74
<b>TOTAL</b>		<b>5</b>	<b>\$134.24</b>

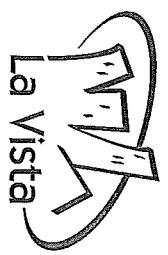
**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 ton pickup	25.00	2	50.00
(1) Wheel loader	34.00	1	34.00
(1) Dump Truck	43.00	1	43.00
(1) 2-wheel trailer	4.75	2	9.50
(1) 36" walk-behind mower	15.00	2	30.00
(2) Line trimmers @ \$7.50/ea	15.00	1	15.00
(1) leaf blower	8.00	2	16.00
<b>TOTAL</b>			<b>\$197.50</b>

**MATERIALS:**

(10) heavy duty trash bags @ \$.45/each	\$4.50
<b>TOTAL</b>	<b>\$4.50</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS :** **\$336.24**



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

Jack & Vicki Cotton  
8138 S. 88th Plz #20  
La Vista, NE 68128

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Jack & Vicki Cotton  
8138 S. 88th Plz #20  
Lavista, NE 68128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number  
(Transfer from service label)  
7008 1140 0000 6669 0875

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

19-May-11 1:11P central



**City of La Vista** : lavista10  
Cindy Norris, City of La Vista

Find by incident number:

Go

[Log out](#)

bottom

### Expanded Search for:

 open

closed

all

[Search](#) [advanced](#)

Heic

incident 1804626 - Yellow Tag-7727 Park View Blvd

Urgency: low Reported: 9-May-11 9:28A  
Location: City of La Vista, Residential Exp. Compl.:--- Status: **WO Issued**  
Service Type: Code Enforcement Closed: ---  
  
Yellow Tag-7727 Park View Blvd employee: Stacy Corbit - City of La Vista  
manager: Cindy Norris - City of La Vista  
servicer: Stacy Corbit - City of La Vista Maintenance

## incident Log:

When	Who	What	Vis	Details
13- May- 11	3:49P <u>Stacy Corbit</u>	incident reported	all	
	3:49P <u>Stacy Corbit</u>	site manager's instructions to the servicer	all	grass to long, debris left in the driveway
	3:49P <u>Stacy Corbit</u>	service request filed	all	Service request <u>R1574385</u>
	3:50P <u>Stacy Corbit</u>	service request issued	all	<u>Stacy Corbit - City of La Vista Maintenance</u>
	3:50P <u>Stacy Corbit</u>	service request accepted on behalf of a passive servicer	all	<u>Stacy Corbit - City of La Vista Maintenance</u>
17- May- 11	3:51P <u>Stacy Corbit</u>	general comment on an incident	all	IR#11-5803, Grass/Weed 133.01, Trash 50.03 (broken cement left in driveway)
19- May- 11	2:37P <u>Stacy Corbit</u>	general comment on an incident	all	5/17/2011-Certified letter sent to property owner
	12:15P <u>Stacy Corbit</u>	general comment on an incident	all	Sending to Public Works for a work order request.
	12:38P <u>Stacy Corbit</u>	file attached to incident	all	<u>Case File</u>
	12:40P <u>Stacy Corbit</u>	general comment on an incident	all	Cindy, could you please put in a work order request for 7727 Park View Blvd, to have the front and back yards mowed and line trimmed and to also have the broken concrete removed from the driveway. Thank you.
	12:40P <u>Stacy Corbit</u>	reassign	all	

My messages regarding this incident

**Files attached to this incident :**

[Case File](#) [Delete](#)

<b>Comments</b>	These comments will be visible to : <input checked="" type="checkbox"/> employees <input checked="" type="checkbox"/> servicers <input checked="" type="checkbox"/> owners <input checked="" type="checkbox"/> managers at other organizations <a href="#">private</a> <a href="#">visible to all</a>
<a href="#">Submit comments</a>	

[Reassign](#) Reassign this incident  
[Edit](#) Edit this incident  
[Change time](#) Change service times  
[Add task](#) Add a new task to this incident  
[Service history](#) Service history for this location  
[Submit Invoice](#) Submit an Invoice  
[Work ticket](#) View work ticket

[Add location](#) Add another location to this incident  
[Attach file](#) Attach a file to this incident  
[Attach URL](#) Attach a URL to this incident  
[Defer](#) Defer this incident  
[Cancel](#) Cancel this incident

Some additional actions you can take on incident 1804626:

-[Approve & Close](#)  
-[Completed](#)  
-[File Invoice](#)  
-[Work ticket](#)  
-[Add public and private comments](#)

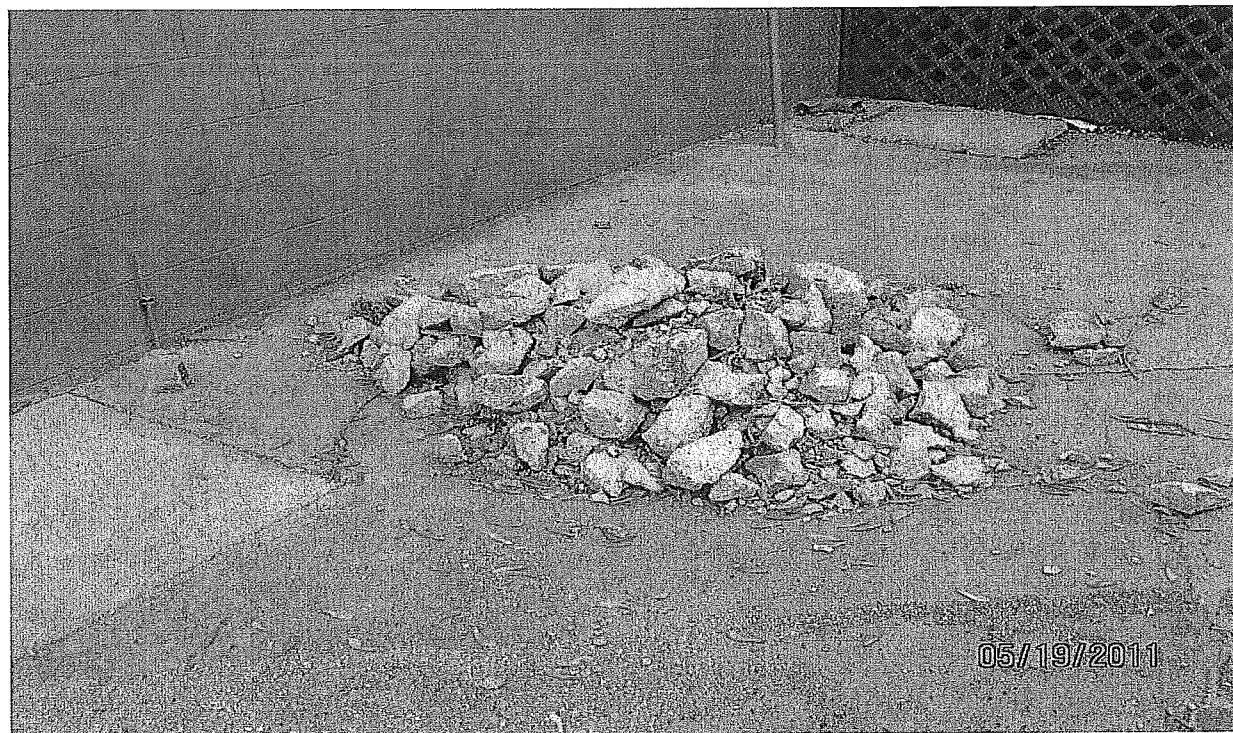


Version 4.0r [Home](#) [Log out](#) [top](#)

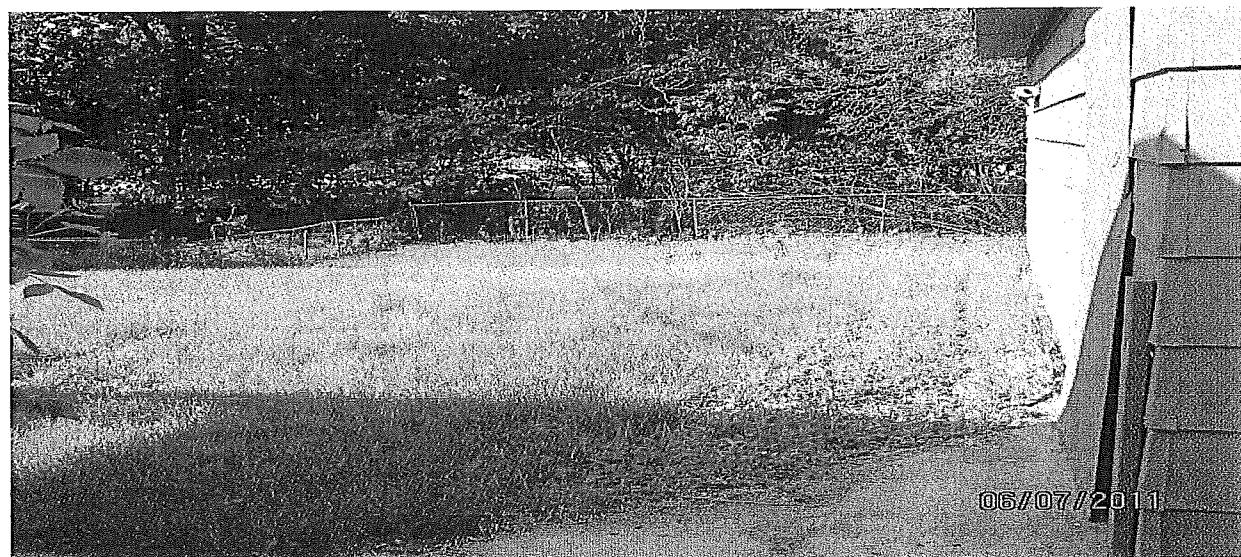
Landport 19-May-11



Before Pictures  
Taken By: S. Corbit



Before Pictures  
Taken By: S. Corbit



After Pictures  
Taken By: S. Corbit



After Pictures  
Taken By: S. Corbit

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Jack & Vicki Cotton  
8138 S. 88<sup>th</sup> Plz #20  
Lavista, NE 68128

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

**X** *Jack Cotton*

Agent  
 Addressee

**B. Received by (Printed Name)**

*60*

**C. Date of Delivery**  
*5-9-11*

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

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number**

(Transfer from service label)

7008 1140 0000 6669 0875

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7008	1140	0000	6669	0875
Postage	\$			
Certified Fee				
Return Receipt Fee (Endorsement Required)				
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees	\$			

*Jack Cotton*

*5-9-11*  
Postmark  
Here

Corbit P.D.  
Sent to **Jack & Vicki Cotton**  
Street, Apt. No.; **8138 S. 88<sup>th</sup> Plz #20**  
or PO Box No.  
City, State, ZIP+4 **LAVISTA, NE 68128**

PS Form 3800, August 2006

See Reverse for Instructions

Date **5/9/11 0928 hrs TR#11-5803**

Location **7727 Park View Blvd**

Violation **133.01 - grass, 50.03 - trash**

Time to Comply **5 days**

Description **Grass - trash**

Follow-up Officer

**Corbit/SLP**

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	\$	6-10-11
Certified Fee		1R
Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.59	7/9 (cont'd)

Sent To Jack + Vicki Cotton

Street, Apt. No.;  
or PO Box No.  
City, State, ZIP+4

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:

Jack + Vicki Cotton  
8138 S 88th Plz  
Apt 20  
La Vista NE 68128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Barb G.

Agent  
 Addressee

B. Received by (Printed Name)

Barb G.

C. Date of Delivery

JUN 13 2011

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number  
(Transfer from service label) 7010 1870 0000 3948 3618

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15



June 10, 2011

James Barnes  
8635 S 165<sup>th</sup> Street  
Omaha NE 68136

RE: LOT 124 S & S'S Harvest Hill

Dear Mr. Barnes;

On May 06, 2011, the property at 7421 Ivy Lane Drive in La Vista, NE was in violation of the City of La Vista's Municipal Code, Section 133.01. On May 16, 2011 a certified letter was sent to inform you to correct the violation by May 19, 2011 or the city would correct it at the expense of the property owner. On May 31, 2011, the Public Works Department mowed, and line trimmed the property. The cost of \$424.22 was incurred by the City for the repairs. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing Costs		
Four workers – 2 hours each	\$	192.22
Equipment Cost	\$	152.50
Material	\$	29.50
<b>TOTAL</b>	<b>\$</b>	<b>424.22</b>

Please remit \$424.22, 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 July 19, 2011, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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La Vista, NE 68128-2198  
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f: 402-331-4375

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**Fire**  
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7701 South 96th St.  
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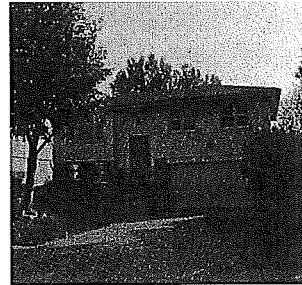
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

# La Vista Police Department

**COPY**

## Code Enforcement Case Management



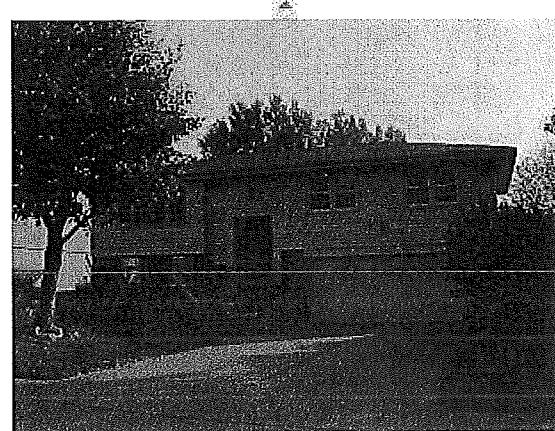
CASE ADDRESS: 7421 Ivy Ln Dr DATE INITIATED: 05/06/2011

NAME OF PROPERTY OWNER/RESIDENT: James Barnes

CODE VIOLATION(S): Grass/133.01

**Active**

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



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

THIS IS NOT A PROPERTY RECORD FILE

Residential Information for 1 January Roll Year 2010										
30.0'		0.0'	7417	0.0'	LOT 134	140.0'				
			LOT 123							
30.0'		0.0'	135.0'			LOT 133	140.0'			
LOT 111		0.0'	135.0'			LOT 132	140.0'			
LOT 110		0.0'	135.0'							
0.0'		0.0'	7421							
LOT 125		0.0'	7501							
City La Vista		SID # SID		Zoning R-1 - Single Family Residential		Overlay Dist. Null	Jurisdiction La Vista	School Papillion-La Vista	Police La Vista Police	
Fire La Vista Fire 2		Voting Precinct 49		Congressional Dist. 2		State Legislative Dist. 14		District 2		Commissioner Jim Thompson
City Ward LA VISTA WARD IV										
Style: Split Entry		Year Built: 1977		#Bedrooms above Grade 3		Total Sqft 1119		Bsmt Total Sqft 1104		
#Bathrooms Above Grade 1						Garage Sqft 0		Lot Width 60		
Total Bsmt Finish Sqft 500										
Garage Type										
Lot Depth 135										
Misc										



Dear Owner/Resident:

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

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

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

Violation(s) are required to be corrected within **3 Days** depending upon the violation(s). By completing a "Compliance Agreement," additional time may be granted depending on health and safety and will be evaluated on a case by case basis.

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

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

Sincerely,

Stacy Corbit  
Code Enforcement Officer  
La Vista Police Department

**City Hall**  
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La Vista, NE 68128-2198  
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f: 402-331-4375

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

**LA VISTA POLICE DEPARTMENT**  
**MUNICIPAL CODE COMPLIANCE AGREEMENT**

FULL NAME: FIRST, MIDDLE, LAST <u>James Barnes</u>	DATE OF BIRTH —
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>8635 S. 164th St, Omaha, NE 68136</u>	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER <u>7421 Ivy Ln Dr, LaVista, NE 68128</u>	
CONDITIONS REQUIRING CORRECTION <u>Grass/weed (Front &amp; back)</u>	
CORRECTIVE MEASURES <u>please mow front and back yards</u>	

**AGREEMENT:**

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 5/19, 2011.

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

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

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

This form must be filled out completely to be valid.

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

June 3, 2011

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Secretary  
Public Works Dept.

RE: Residential Property Clean-Up  
7421 Ivy Lane Drive

The following is a list of the expenses incurred by the Public Works Department on June 1, 2011 while mowing and line-trimming the front and back yards at 7421 Ivy Lane Drive, per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	30.77	2	61.54
Employee #2	10.00	2	20.00
Employee #3	31.20	2	62.40
Employee #4	24.14	2	48.28
<u>TOTAL</u>		8	<u>\$192.22</u>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 3/4 ton pickup	35.00	2	70.00
(1) 2-wheel trailer	4.75	2	9.50
(1) 22" walk-behind mower	6.00	2	12.00
(3) Line trimmers @ \$7.50/ea.	22.50	2	45.00
(1) leaf blower	8.00	2	16.00
<u>TOTAL</u>			<u>\$152.50</u>

**MATERIALS:**

(1) trailer dumpster fee	\$25.00
(10) heavy duty trash bags @ \$.45/each	\$4.50
<u>TOTAL</u>	<u>\$29.50</u>

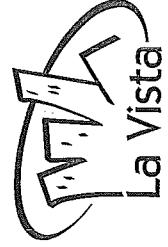
**TOTAL LABOR, EQUIPMENT and MATERIALS :** **\$374.22**



Before Pictures  
Taken By: S. Corbit



After Pictures  
Taken By: S. Corbit



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

James Barnes  
81635 S. 164th St.  
Omaha, NE 68136

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- 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:**

James Barnes  
8635 S. 104th St  
Omaha, NE 68136

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

**A.** Signature  Agent  
 Addressee

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

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**  
*(Transfer from service label)* **7008 1140 0000 6669 0537**

102595-02-M-1540

Domestic Return Receipt

February 2004

PS Form 3811,

**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:**

James Barnes  
8635 S. 164th St  
Omaha, NE 68136

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X *James Barnes*

Agent  
 Addressee

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

5/19

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below: STATION NO. 6 OMAHA NE 68136

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**  Yes**2. Article Number**  
(Transfer from service label)

7008 1140 0000 6669 0837

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™****CERTIFIED MAIL™ RECEIPT***(Domestic Mail Only. No Insurance Coverage Provided)*For delivery information visit our website at [www.usps.com](http://www.usps.com)**OFFICIAL USE**

7008  
1140  
0000  
6669  
0837

## Postage \$

## Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

## Total Postage &amp; Fees \$

Corbit P.D.

Postmark  
Here

Sent to  
James Barnes  
Street, Apt. No.;  
or PO Box No.  
8635 S. 164th St  
City, State, ZIP+4  
Omaha, NE 68136

PS Form 3800, August 2006

See Reverse for Instructions

Date 5/5/11 1432 hrs IR# 11-5687

Location 7421 Ivy Ln

Violation 133.01 Grass/weeds

Time to Comply 5 day

Description \_\_\_\_\_

Follow-up Officer

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

7010 1870 0000 3948 3625

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.59

Postmark  
Here

6-10-11  
1R

Sent To **James Barnes**

Street, Apt. No.,  
or PO Box No.

City, State, ZIP+4

**Omaha 7421 Ivy Lane Drive**

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:

**James Barnes  
8635 S 165th St  
Omaha NE  
68134**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**

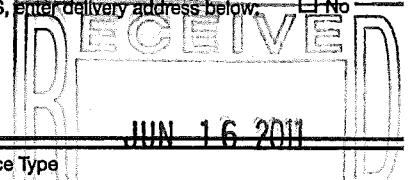
Agent  
 Addressee

B. Received by (Printed Name)

**6/15**

C. Date of Delivery

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



3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

**7010 1870 0000 3948 3625**

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154



June 10, 2011

William Robey  
7354 S 70<sup>th</sup> St.  
La Vista NE 68128

RE: Lot 202 La Vista Replat

Dear Mr. Robey,

On May 3, 2011, the property on 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 that stated the grass needed mowed by May 8, 2011 or the City would correct the violation at the owner's expense. On May 18, 2011, the Public Works Department mowed and trimmed the yard, picked up branches, raked leaves and disposed of trash. The cost of \$158.20 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing and clean up		
Two workers – 1 hour each		54.75
Equipment Cost		52.75
Material		.70
<b>TOTAL</b>	<b>\$</b>	<b>158.20</b>

**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

Please remit \$158.20, 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 July 19, 2011, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

*Pamela A. Buethe*

Pamela A. Buethe, CMC  
City Clerk

**COPY**

## La Vista Police Department

## Code Enforcement Case Management



CASE ADDRESS: 7354 S. 70<sup>th</sup> St DATE INITIATED: 05/03/2011

DATE INITIATED: 05/03/2011

NAME OF PROPERTY OWNER/RESIDENT: William Robey

CODE VIOLATION(S): Grass/133.01

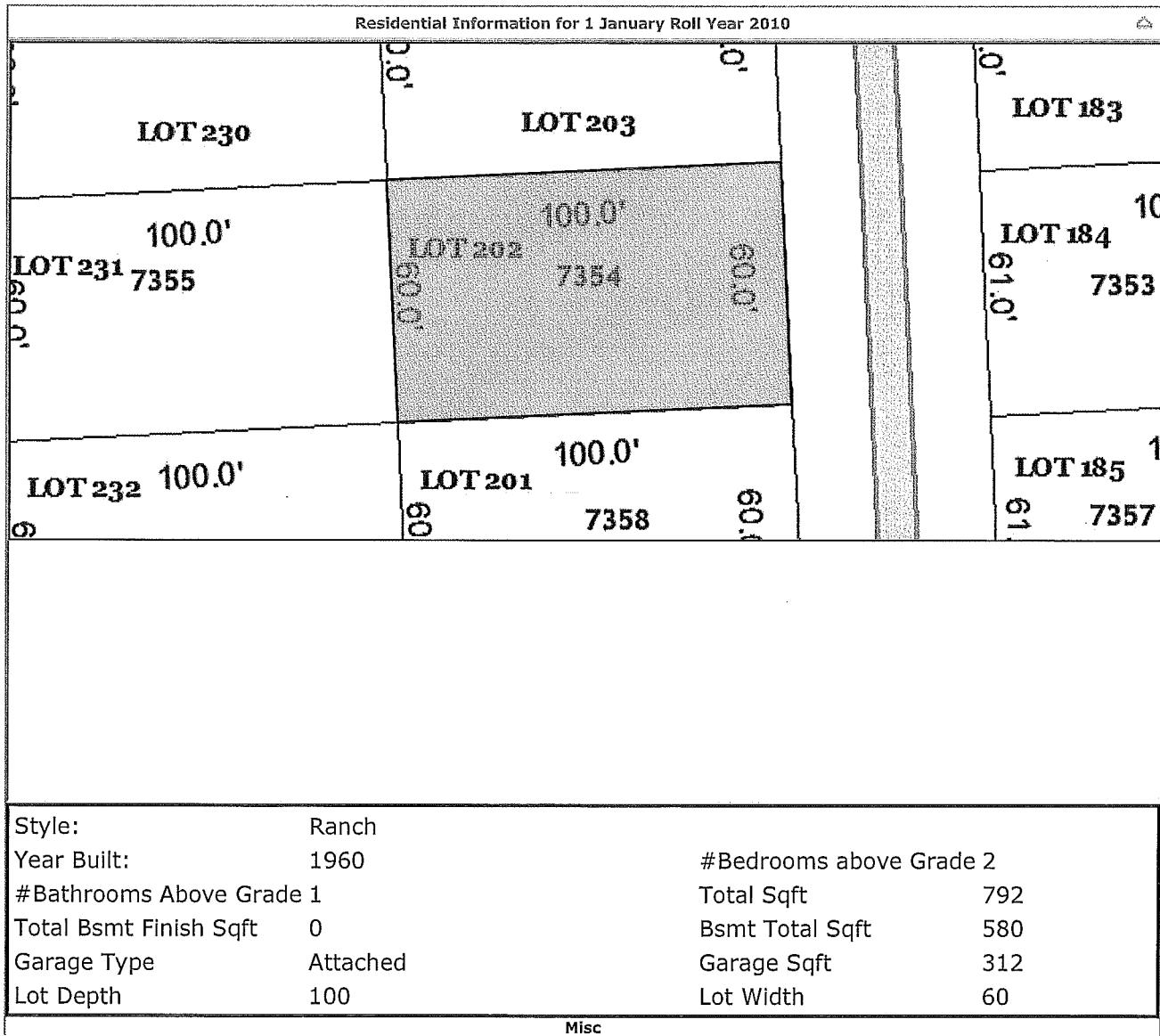
**Active**

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.  
Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE



**Note :** the link that you have just clicked on from an e-mail message is only valid for the next 14 days. after that time has elapsed, the link in your e-mail will no longer be valid, but you can always log in normally using your user name and password

16-May-11 8:05A central



## **City of La Vista** : lavista10 Cindy Norris, City of La Vista

Find by incident number:

Go

[Log out](#)

bottom

### Expanded Search for:

open

closed

all

**Search** advanced

Help

incident 1794181 - Yellow Tag-7354 S. 70th St

Urgency: low Reported: 3-May-11 10:25A  
Location: City of La Vista, Residential Exp. Compl.:-- Status: **WO Issued**  
Service Type: Code Enforcement Closed: --

**Yellow Tag-7354 S. 70th St** employee: Stacy Corbit - City of La Vista  
manager: Cindy Norris - City of La Vista  
servicer: Stacy Corbit - City of La Vista Maintenance

## incident Log:

When	Who	What	Vis	Details
3- May- 11	4:29P <u>Stacy Corbit</u>	incident reported	all	
	4:29P <u>Stacy Corbit</u>	site manager's instructions to the servicer	all	grass/weeds to tall
	4:29P <u>Stacy Corbit</u>	service request filed	all	Service request <a href="#">R1564371</a>
	4:29P <u>Stacy Corbit</u>	service request issued	all	<a href="#">Stacy Corbit - City of La Vista Maintenance</a>
	4:29P <u>Stacy Corbit</u>	service request accepted on behalf of a passive servicer	all	<a href="#">Stacy Corbit - City of La Vista Maintenance</a>
	4:30P <u>Stacy Corbit</u>	general comment on an incident	all	IR #11-5542, grass/weeds are over the 12 inch requirement, yellow tag initiated (1st contact of the season)
10- May- 11	4:46P <u>Stacy Corbit</u>	general comment on an incident	all	5/6/2011-Property owner has been found to be deceased, no other contact information, will be sending to Public Works to do a yard clean-up.
13- May- 11	1:50P <u>Stacy Corbit</u>	file attached to incident	all	<a href="#">Case File</a>
	1:59P <u>Stacy Corbit</u>	file attached to incident	all	<a href="#">Property Record</a>
	2:04P <u>Stacy Corbit</u>	general comment on an incident	all	Here is a work order request for the front and back yards to be mowed and line trimmed for 7354 South 70th Street.
	2:04P <u>Stacy Corbit</u>	reassign	all	

My messages regarding this incident

**Files attached to this incident :** Case File [Delete](#)

Property Record		Delete
<p><b>Comments</b></p> <p>These comments will be visible to :</p> <p><input checked="" type="checkbox"/> employees</p> <p><input checked="" type="checkbox"/> servicers</p> <p><input checked="" type="checkbox"/> owners</p> <p><input checked="" type="checkbox"/> managers at other organizations</p> <p><input type="checkbox"/> private</p> <p><input type="checkbox"/> visible to all</p>		
<p><b>Submit comments</b></p>		

<u>Reassign</u>	Reassign this incident
<u>Edit</u>	Edit this incident
<u>Change time</u>	Change service times
<u>Add task</u>	Add a new task to this incident
<u>Service history</u>	Service history for this location
<u>Submit Invoice</u>	Submit an Invoice
<u>Work ticket</u>	View work ticket

- [Add location](#) Add another location to this incident
- [Attach file](#) Attach a file to this incident
- [Attach URL](#) Attach a URL to this incident
- [Defer](#) Defer this incident
- [Cancel](#) Cancel this incident

Some additional actions you can take on incident 1794181:

- Approve & Close
  - Completed
  - File Invoice
  - Work ticket
  - Add public and private comments



Version 4.0r Home Log out top 

[Home](#)

[Log out](#)

100



Landport 16-May-11

May 19, 2011

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Assistant  
Public Works Dept.

RE: Residential Property Clean-Up  
7354 South 70th Street

The following is a list of the expenses incurred by the Public Works Department on May 18, 2011 while mowing and line-trimming the front, rear and side yards; picking up branches; raking leaves in front drive area; and disposing of trash found in rear yard at 7354 South 70th Street, per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	44.75	1	44.75
Employee #2	10.00	1	10.00
<b>TOTAL</b>		2	<b>\$54.75</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
<b>TOTAL</b>			<b>\$52.75</b>

**MATERIALS:**

(2) heavy duty trash bags @ \$.45/each	\$0.70
<b>TOTAL</b>	<b>\$0.70</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS :** **\$108.20**



Before Pictures

Taken By: S. Corbit

NOTE: There were also pictures of the backyard but due to computer problems they did not get saved. *S. Corbit*



After Pictures

Taken By: S. Corbit

*S. Corbit*

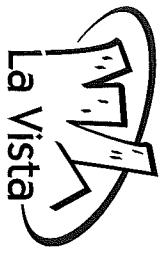
Date 5/3/11 @ 1025 hrs IR #11-  
Location 7384 S. 70<sup>th</sup> St SS42

Violation 133.01 - grass/weeds

Time to Comply 5 days

Description \_\_\_\_\_

Follow-up Officer  
Corbit



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



7010 1870 0000 3948 3595



JUN 20 2011

DR  
William Robey  
7354 S 70<sup>th</sup> St.  
La Vista NE 68128

NIXIE 691 DE 1 00 06/16/11

NOT RETURN TO SENDER  
UNDELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

SC: 69128219899 \*1106-111360-10-41

69128206912399198

**U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT**  
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 For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		
\$5.59		

6-10-11  
11P.M.

Sent to  
William Roden  
Street, Apt. No.  
or PO Box No.

City, State, ZIP  
7354 70th Street

PS Form 3811, 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:

William Roden  
7354 570th St  
La Vista NE  
68128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

JUN 20 2007

3. Service Type

Certified Mail  Express Mail

Registered Mail  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7010 1870 0000 3948 3595

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



June 13, 2011

Chad and Crystal Howard  
12958 Margo Lane  
Omaha, NE 68138

RE: Lot 15 Millard Highlands South 2<sup>nd</sup> Platting

Dear Mr. & Mrs. Howard;

On May 03, 2011, the property at 12958 Margo Lane in Omaha, NE was in violation of the City of La Vista's Municipal Code, Section 133.01. On May 5th, 2011 notification was made to correct the mowing violation by May 19, 2011 or the city would correct it at the expense of the property owner. On June 1, 2011, the Public Works Department mowed; line trimmed the property and removed dead tree branches. The cost of \$384.38 was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$	50.00
<b>Mowing Costs</b>		
Four workers – 6 hours total	\$	136.88
Equipment Cost	\$	197.50
Material	\$	0.00
<b>TOTAL</b>	\$	<b><u>384.38</u></b>

Please remit \$384.38, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on July 19, 2011, 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

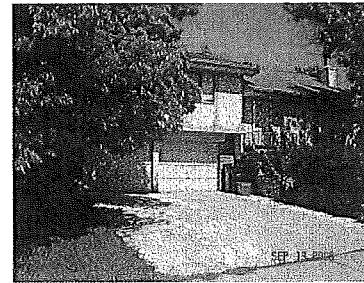
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

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

**COPY**

## La Vista Police Department

## Code Enforcement Case Management



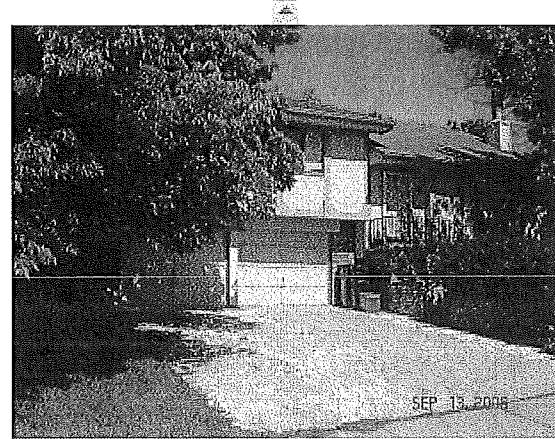
CASE ADDRESS: 12958 Margo St DATE INITIATED: 05/03/2011

NAME OF PROPERTY OWNER/RESIDENT: Chad & Crystal Howard

CODE VIOLATION(S): Grass 133.01/Debris 50.03

**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.  
Use arrows to view Picture/Sketch.

THIS IS NOT A PROPERTY RECORD FILE

Residential Information for 1 January Roll Year 2010																																																																																								
365	366 70.3'	367 70.3'	368 60.1'	564 84.7'	563 55.0'	371 60.5'	372 65.1'	373 65.1'	120.0'	120.0'	120.0'																																																																													
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20	54.2'	54.2'	54.2'	54.2'	54.2'	59.5'	65.1'	65.1'	120.0'	120.0'	120.0'																																																																													
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<table border="1"> <tr> <td><b>City</b></td> <td><b>SID #</b></td> <td><b>SID</b></td> <td><b>Status</b></td> <td><b>Zoning</b></td> <td><b>Overlay Dist.</b></td> <td><b>Jurisdiction</b></td> <td><b>School</b></td> <td><b>Police</b></td> </tr> <tr> <td>City</td> <td>104</td> <td>Millard Highlands South, Millard Highland South II</td> <td>Active</td> <td>R-1 - Single Family Residential</td> <td>Null</td> <td>LaVista</td> <td>Millard</td> <td>Sarpy County Sheriff</td> </tr> </table> <table border="1"> <tr> <td><b>Fire</b></td> <td><b>Voting Precinct</b></td> <td><b>Congressional Dist.</b></td> <td><b>State Legislative Dist.</b></td> <td><b>District</b></td> <td><b>Commissioner</b></td> <td><b>City Ward</b></td> </tr> <tr> <td>Omaha Fire</td> <td>73</td> <td>2</td> <td>3</td> <td>5</td> <td>Jim Warren</td> <td></td> </tr> </table>												<b>City</b>	<b>SID #</b>	<b>SID</b>	<b>Status</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>	City	104	Millard Highlands South, Millard Highland South II	Active	R-1 - Single Family Residential	Null	LaVista	Millard	Sarpy County Sheriff	<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>	<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>	<b>City Ward</b>	Omaha Fire	73	2	3	5	Jim Warren																																														
<b>City</b>	<b>SID #</b>	<b>SID</b>	<b>Status</b>	<b>Zoning</b>	<b>Overlay Dist.</b>	<b>Jurisdiction</b>	<b>School</b>	<b>Police</b>																																																																																
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<b>Fire</b>	<b>Voting Precinct</b>	<b>Congressional Dist.</b>	<b>State Legislative Dist.</b>	<b>District</b>	<b>Commissioner</b>	<b>City Ward</b>																																																																																		
Omaha Fire	73	2	3	5	Jim Warren																																																																																			
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Misc																																																																																								

June 3, 2011

To: Stacy Corbit  
Code Enforcement Officer  
Police Dept.

Fr: Cindy Norris  
Administrative Secretary  
Public Works Dept.

RE: Residential Property Clean-Up  
12958 Margo St.

The following is a list of the expenses incurred by the Public Works Department on June 1, 2011 while mowing and line-trimming the front and back yards; and removing dead tree branches at 12958 Margo St., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	30.77	2	61.54
Employee #2	10.00	2	20.00
Employee #3	31.20	1	31.20
Employee #4	24.14	1	24.14
<b>TOTAL</b>		<b>6</b>	<b>\$136.88</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 1 3/4 ton pickup	35.00	2	70.00
(1) 1/2 ton pickup	19.00	1	19.00
(2) 2-wheel trailers @ \$4.75/ea.	9.50	1	9.50
(1) Bandit brush chipper	37.00	1	37.00
(1) 22" walk-behind mower	6.00	2	12.00
(2) Line trimmers @ \$7.50/ea.	15.00	2	30.00
(1) 16" chain saw	2.00	2	4.00
(1) leaf blower	8.00	2	16.00
<b>TOTAL</b>			<b>\$197.50</b>

**TOTAL LABOR and EQUIPMENT:** **\$334.38**

**Stacy Corbit**

*12958 Margo*

**From:** support@civicplus.com  
**Sent:** Tuesday, May 03, 2011 9:45 AM  
**To:** Kevin Pokorny; Bryan Waugh; Stacy Corbit  
**Subject:** Online Form Submittal: Code Enforcement Complaint Form

*tagged house*

If you are having problems viewing this HTML email, click to view a [Text version](#).

## **Code Enforcement Complaint Form**

If you have a code enforcement complaint, please provide as much of the information as you can. The more information you are able to provide i.e times and descriptions will help us address the complaint.

Based on the information you provide, we will have a Code Enforcement Officer inspect the address of the concern. Unless more information is needed the officer looking into the complaint will not be contacting you.

If you are unable to read or submit this form online, please participate by contacting us via email at [kpokorny@cityoflavista.org](mailto:kpokorny@cityoflavista.org) or telephone us at 402-331-1582.

Please list complaint type\*

Weeds/Grass

Other: (if not listed above)

Location: (Specific Street, Intersection, or Address Block)\*

12958 Margo Street, Omaha, NE

Concern or Complaint:\*

Grass and weeds, trees dead, pile of tree branches in the backyard, two trees dead in yard

**Tell us how to get in touch with you**

Name\* Keri Kanger

E-Mail [kerikanger@yahoo.com](mailto:kerikanger@yahoo.com)

Telephone 402-896-8122

\* indicates required fields.

The following form was submitted via your website: Code Enforcement Complaint Form

Please list complaint type: Weeds/Grass

Other: (if not listed above):

Location: (Specific Street, Intersection, or Address Block): 12958 Margo Street, Omaha, NE

Concern or Complaint: Grass and weeds, trees dead, pile of tree branches in the backyard, two trees dead in yard

Name: Keri Kanger

E-Mail: [kerikanger@yahoo.com](mailto:kerikanger@yahoo.com)

Telephone: 402-896-8122

Additional Information:

Form submitted on: 5/3/2011 9:44:49 AM

Submitted from IP Address: 70.171.182.126

Referrer Page: No referrer - Direct link

Form Address: <http://ne-lavista.civicplus.com/forms.aspx?FID=107>

19-May-11 1:21P central



**City of La Vista** : lavista10  
Cindy Norris, City of La Vista

Find by incident number:

Go

[Log out](#)

bottom

home

Expanded Search for:  open

Q-classes

closed

all

[Search](#) [advanced](#)

## ANSWER

*Hello*

## Help

## incident 1804584 - Yellow Tag-12958 Margo St

Urgency: low Reported: 5-May-11 10:14A  
Location: City of La Vista, Residential Exp. Compl.:--- Status: **WO Issued**  
Service Type: Code Enforcement Closed: ---  
Yellow Tag-12958 Margo St employee: Stacy Corbit - City of La Vista  
manager: Cindy Norris - City of La Vista  
servicer: Stacy Corbit - City of La Vista Maintenance

## incident Log:

When	Who	What	Vis	Details
13-May-11	3:16P <u>Stacy Corbit</u>	incident reported	all	
	3:16P <u>Stacy Corbit</u>	site manager's instructions to the servicer	all	Grass/weeds to long, tree branches lying in the yard, dead/diseased trees on the side yard
	3:16P <u>Stacy Corbit</u>	service request filed	all	Service request <u>R1574337</u>
	3:17P <u>Stacy Corbit</u>	service request issued	all	<u>Stacy Corbit - City of La Vista Maintenance</u>
	3:38P <u>Stacy Corbit</u>	service request accepted on behalf of a passive servicer	all	<u>Stacy Corbit - City of La Vista Maintenance</u>
	3:40P <u>Stacy Corbit</u>	general comment on an incident	all	IR#11-5649, Tree branches in the backyard, Grass/weeds 133.01, Dead or Diseased Trees 94.07.
	3:41P <u>Stacy Corbit</u>	general comment on an incident	all	Contacted property management company received voicemail, no return phone call as of 5/13/2011
19-May-11	11:13A <u>Stacy Corbit</u>	general comment on an incident	all	Pictures taken, sending to Public Works for a work order request.
	11:34A <u>Stacy Corbit</u>	file attached to incident	all	<u>Case File</u>
	11:37A <u>Stacy Corbit</u>	general comment on an incident	all	Cindy, could you please put in a work order request for 12958 Margo St, to have the front and backyards mowed and line trimmed and have a pile of dead tree branches removed from the back of the property. Thank you.
	11:37A <u>Stacy Corbit</u>	reassign	all	

My messages regarding this incident

**Files attached to this incident :** Case File [Delete](#)

<b>Comments</b>	These comments will be visible to : <input checked="" type="checkbox"/> employees <input checked="" type="checkbox"/> servicers <input checked="" type="checkbox"/> owners <input checked="" type="checkbox"/> managers at other organizations <input type="button" value="private"/> <input type="button" value="visible to all"/>
<input type="button" value="Submit comments"/>	

Reassign Reassign this incident

Edit Edit this incident

Change time Change service times

Add task Add a new task to this incident

Service history Service history for this location

Submit Invoice Submit an Invoice

Work ticket View work ticket

Add location Add another location to this incident

Attach file Attach a file to this incident

Attach URL Attach a URL to this incident

Defer Defer this incident

Cancel Cancel this incident

Some additional actions you can take on incident 1804584:

-Approve & Close

-Completed

-File Invoice

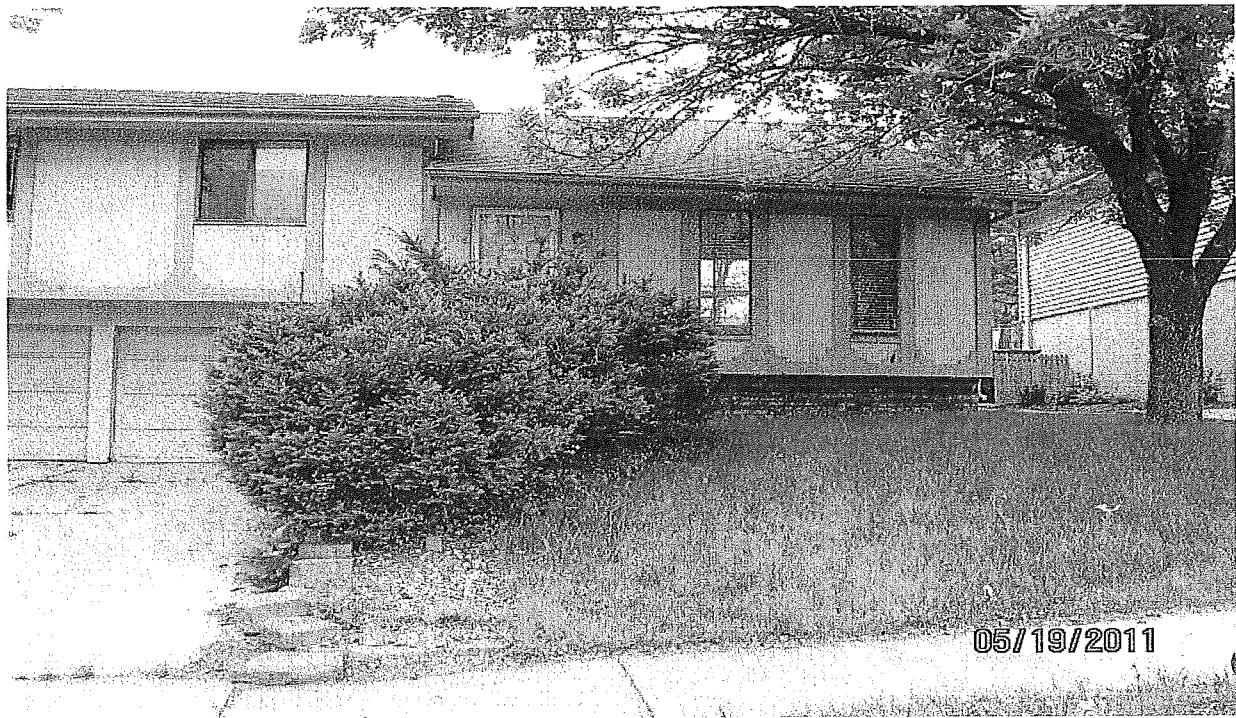
-Work ticket

-Add public and private comments



Version 4.0r [Home](#) [Log out](#) [top](#)

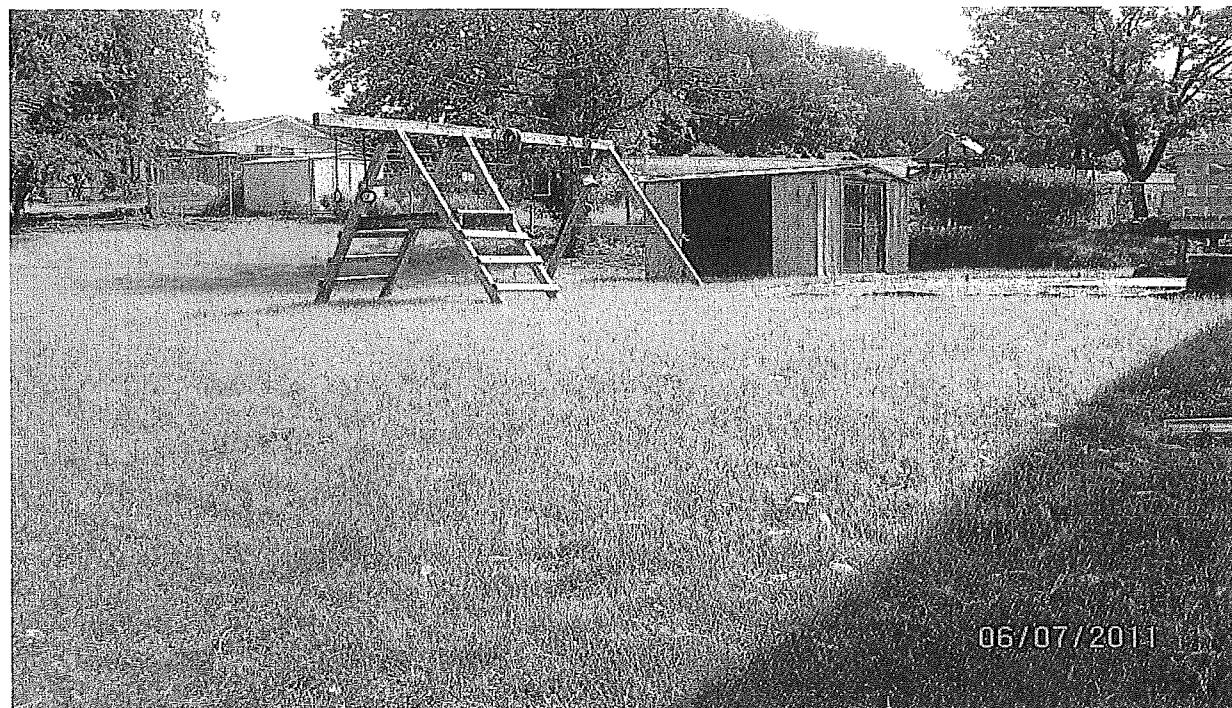
19-May-11



Before Pictures  
Taken By: S. Corbit



**06/07/2011**



**06/07/2011**

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



05/19/2011

Before Pictures  
Taken By: S. Corbit



06/07/2011

After Pictures  
Taken By: S. Corbit



8116 Park View Blvd  
La Vista, NE 68128

La Vista, NE 68128

**NO RESPONSE LEFT NOTICE**

RT#                    INT  
1ST NOTICE

Chad and Crystal Howard  
12958 Margo Lane  
Omaha, NE 68138

681 DE 1 00 05/18/111 MEXIE

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

四庫全書

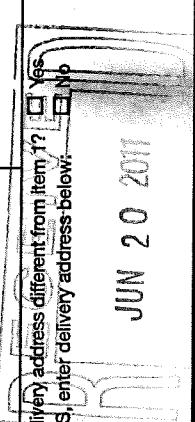
A rectangular official mail receipt from the U.S. Postal Service. The text is arranged in three columns. The left column contains 'U.S. Postal Service' with a registered trademark symbol, 'DOMESTIC MAIL ONLY', and 'No Insurance Coverage Provided'. The middle column contains 'CERTIFIED MAIL' with a registered trademark symbol, 'RECEIPT', and '16'. The right column contains 'For delivery information visit our website at www.usps.com'. At the bottom left, there is a circular 'OFFICIAL USE' stamp with a registered trademark symbol. A handwritten signature is written across the bottom of the receipt.

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Postmark Here	

7010 1870 0000 3948 3632

Send to  
Street: Apt. No. \_\_\_\_\_  
or PO Box: **10958** \_\_\_\_\_  
City, State, Zip: **MD 20901** \_\_\_\_\_

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY		
<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		
<p>1. Article Addressed to:</p> <p>Chad Linstad thousand 12958 Marq Lane Omaha NE 68138</p>		
A. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <input checked="" type="checkbox"/> X	
B. Received by (Printed Name)	C. Date of Delivery	
<input checked="" type="checkbox"/> D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>If YES, enter delivery address below:</small> 		
<p>JUN 20 2004</p>		
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail      <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered      <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail      <input type="checkbox"/> C.O.D.</p>		
<p>4. Restricted Delivery? (Extra Fee)      <input type="checkbox"/> Yes</p>		
<p>2. Article Number (Transfer from service label)</p> <p>7010 1870 0000 3948 3632</p>		
<p>Domestic Return Receipt</p>		