

LA VISTA CITY COUNCIL  
ORGANIZATIONAL MEETING  
AGENDA

December 6, 2016

- I. Call to Order
- II. City Clerk's Report of Election Results
- III. Administration of Oath of Office to Douglas Kindig – Mayor
- IV. Administration of Oath of Office to:  
Mike Crawford, Ward I  
Ron Sheehan, Ward II  
Deb Hale, Ward III  
Jim Frederick, Ward IV
- V. Election of Council President
- VI. Appointments by Mayor Kindig
  - City Administrator – Brenda Gunn
  - City Clerk – Pam Buethe
  - Finance Director – Cindy Miserez
  - Public Works Director – Joe Soucie
  - Chief of Police – Bob Lausten
  - City Attorney – Tom McKeon (Fitzgerald, Schorr, Barmettler and Brennan, PC, LLO)
  - City Engineer – John Kottmann
- VII. Resolution – Approval of Blanket Bond – Appointed Officials
- VIII. Resolution – Approval of Individual Bond - Treasurer
- IX. Comments from the Floor
- X. Comments from Mayor and Council
- XI. Adjournment

The public is welcome and encouraged to attend all meetings. If special accommodations are required please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to five minutes. We ask for your cooperation in order to provide for an organized meeting.



## Sarpy County Election Commission

WAYNE BENA, ELECTION COMMISSIONER  
DEB DAVIS, CHIEF DEPUTY

*501 Olson Drive, Suite 4 • Papillion, NE 68046-5752*  
*Phone 402-593-2167 • [www.sarpy.com/election](http://www.sarpy.com/election) • Fax 402-593-5770*



November 23, 2016

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

Dear Ms. Buethe,

Enclosed please find official Sarpy County results for the November 8, 2016 Statewide Presidential General Election. Precinct-by-precinct results are available on the Sarpy County Election Commission website at [www.sarpy.com/election](http://www.sarpy.com/election).

If you have any questions, please contact me at 402-593-2167 or [wbena@sarpy.com](mailto:wbena@sarpy.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Bena".

Wayne Bena  
Sarpy County Election Commissioner

tk

enclosure

# State of Nebraska

## County of Sarpy

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

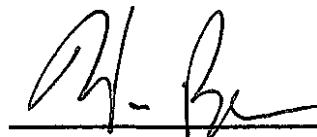
Attn: Ms. Pamela Buethe

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following is a true and complete extract or copy of the abstract of the votes cast at the election held November 8, 2016, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

### LA VISTA MAYOR

candidate	votes
Zach Boiko	1184
Douglas Kindig	5512

Witness my hand and official seal this 23rd day of November 2016.



Wayne Bena  
Sarpy County Election Commissioner

# **State of Nebraska**

## **County of Sarpy**

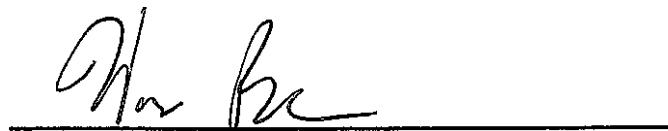
To: City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Attn: Ms. Pamela Buethe

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following is a true and complete extract or copy of the abstract of the votes cast at the election held November 8, 2016, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

<b>MEMBER OF LA VISTA CITY COUNCIL WARD 1</b>	
<b>candidate</b>	<b>votes</b>
Mike Crawford	1219

Witness my hand and official seal this 23rd day of November 2016.



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Wayne Bena  
Sarpy County Election Commissioner

# State of Nebraska

## County of Sarpy

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

Attn: Ms. Pamela Buethe

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### MEMBER OF LA VISTA CITY COUNCIL WARD 2

candidate	votes
Ronald Sheehan	1322

Witness my hand and official seal this 23rd day of November 2016.



Wayne Bena  
Sarpy County Election Commissioner

# **State of Nebraska**

## **County of Sarpy**

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

Attn: Ms. Pamela Buethe

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following is a true and complete extract or copy of the abstract of the votes cast at the election held November 8, 2016, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

### **MEMBER OF LA VISTA CITY COUNCIL WARD 3**

<b>candidate</b>	<b>votes</b>
Deb Hale	1267

Witness my hand and official seal this 23rd day of November 2016.



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Wayne Bena  
Sarpy County Election Commissioner

# **State of Nebraska**

# **County of Sarpy**

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

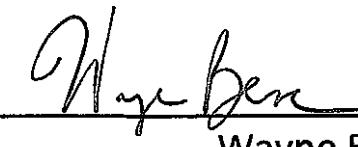
Attn: Ms. Pamela Buethe

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following is a true and complete extract or copy of the abstract of the votes cast at the election held November 8, 2016, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

## **MEMBER OF LA VISTA CITY COUNCIL WARD 4**

<b>candidate</b>	<b>votes</b>
Jim Frederick	1632

Witness my hand and official seal this 23rd day of November 2016.

  
\_\_\_\_\_  
Wayne Bena  
Sarpy County Election Commissioner

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF BLANKET BOND – APPOINTED OFFICIALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the blanket bond for those positions appointed by the Mayor. The Treasurer has an individual bond.

**FISCAL IMPACT**

The FY 17 General Fund budget provides funding for bonds for elected and appointed officials.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Changes in State Statute and the La Vista Municipal Code outlines bonding requirements for elected and appointed officials. The changes to State Statute in March 2007 and changes to the La Vista Municipal Code in October 2008 allow for coverage of elected and appointed officials under a blanket bond.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL OFFICIAL BONDS.

WHEREAS, Nebraska Statutes ("Statutes") and the City of La Vista Municipal Code ("Code") require that certain City officials give bonds in favor of the City for certain amounts and subject to certain conditions, including the faithful performance of official duties; the premiums of which shall be paid by the City and have been included in the budget of the City adopted for fiscal year 2016-2017; and

WHEREAS, the Statutes and Code specify requirements of bonds when bonds are required; and

WHEREAS, Section 11-104(2) of the Statutes, as enacted by LB 347 (2007) permits a blanket bond in place of individual bonds; and

WHEREAS, a blanket bond, number 69372735, issued by Western Surety Company as surety, ("Bond") is on file and has been presented by the City Clerk at this meeting for approval by the Mayor and City Council in place of individual bonds pursuant to Section 11-104(2) of the Statutes for such City officials other than the City Treasurer; and

WHEREAS, by undertakings and additional indemnity rider, the Bond is in joint and several form, payable to the City of La Vista, and in such amount(s) as have been fixed by Statutes or the City Council; and

WHEREAS, the Bond has been executed by the principals and the surety and the required oaths have been endorsed thereon; and

WHEREAS, the corporate surety of the Bond is legally authorized to transact business in the State of Nebraska; and

WHEREAS, the Bond obligates the principals and surety named therein for the faithful performance of the duties of the offices and positions held by such principals; and

WHEREAS, all applicable legal requirements with respect to said Bond have been satisfied.

NOW, THEREFORE, BE IT RESOLVED, that, the Mayor and City Council have reviewed the penalty amounts set forth in the Bond and hereby set, fix and approve said amounts as the required penalties pursuant to Neb. Rev. Stat. Section 11-104(1) and any other applicable law.

BE IT FURTHER RESOLVED, that, the recitals above are hereby adopted and approved and shall be and constitute findings and determinations of the Mayor and City Council for purposes of this Resolution; the penalty amounts set forth in the Bond are hereby adopted and approved; and the Mayor and City Council find and determine that the Bond submitted at this meeting satisfies all requirements of

applicable law.

BE IT FURTHER RESOLVED, that said Bond, and the surety named therein, are hereby approved, and the Mayor is hereby authorized to endorse approval of the City Council and surety in writing on the Bond or by attachment incorporating or incorporated into said Bond by reference, which shall be and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premiums for said Bond, except for any premium that is voluntarily paid by any other person.

BE IT FURTHER RESOLVED, that the Mayor and/or City Clerk are authorized to take any other action that is necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



# Western Surety Company

(A Stock Company, herein called Surety)

## PUBLIC EMPLOYEES BLANKET BOND Including Public School System

Bond No. 69372735

### DECLARATIONS

**Item 1.** Name of Obligee: City of La Vista, Nebraska

**Item 2.** Name of Insured: City of La Vista, Nebraska

**Item 3.** Bond Period: From the beginning of the 20th day of August, 2002, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.

**Item 4.** Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	\$ _____
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	\$ _____
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	\$ _____
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	<u>\$ 100,000.00</u>

**Item 5.** The liability of the Surety is subject to the terms of the following riders attached hereto:

**Item 6.** The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

### INSURING AGREEMENTS

#### Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

#### Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

#### Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

#### Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

### GENERAL AGREEMENT

#### Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT  
TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an individual bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U. S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability, as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

Dated this 21st day of August, 2002

Counter-signed Stephen T. Pate

By NOT NEEDED  
Resident Agent

LIMIT OF LIABILITY UNDER THIS BOND  
AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELLATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligee or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligee and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligee and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Obligee or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Obligee and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligee or the Insured or by the Surety shall be equivalent to mailing. If the Obligee or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed *prorata*. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

WESTERN SURETY COMPANY

By Stephen T. Pate  
Stephen T. Pate, President

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF BOND - CITY TREASURER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the official bond of the City Treasurer.

**FISCAL IMPACT**

The FY 12/13 General fund budget provides funding for bonds for elected and appointed officials.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Changes to State Statute and the La Vista Municipal Code outlines bonding requirements for elected and appointed officials. The changes to State Statute in March 2007 and changes to the La Vista Municipal Code in October 2008 allow for coverage of elected and appointed officials under a blanket bond. The Treasurer is excluded from the Blanket Bond by the Surety Company and therefore must continue to maintain an individual bond.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING OFFICIAL BOND OF CITY TREASURER.

WHEREAS, Section 16-318 of the Nebraska Revised Statutes, as amended, and Section 31.21 of the City of La Vista Municipal Code ("Code") require that the City Treasurer give a bond in favor of the City in the amount of not less than \$25,000.00 and subject to certain conditions, including the faithful performance of official duties; the premiums of which shall be paid by the City and have been included in the budget of the City adopted for fiscal year 2016-2017; and

WHEREAS, the Statutes and Code specify requirements of bonds when bonds are required; and

WHEREAS, a bond, number 71652885, issued by Western Surety Company as surety ("Bond") has been issued and has been executed by the City Treasurer as principal and by said surety and has been submitted to the City Clerk; and

WHEREAS, the Bond has been presented by the City Clerk at this meeting for approval by the Mayor and City Council; and

WHEREAS, the submitted Bond is in joint and several form, payable to the City of La Vista, and in such amount(s) as have been fixed by Statutes or the City Council; and

WHEREAS, the Bond has been executed by the principal and the surety and the required oaths have been endorsed thereon; and

WHEREAS, the corporate surety of the Bond is legally authorized to transact business in the State of Nebraska; and

WHEREAS, the Bond obligates the principal and surety named therein for the faithful performance of the duties of the office and position held by the City Treasurer; and

WHEREAS, all applicable legal requirements with respect to said Bond have been satisfied.

NOW, THEREFORE, BE IT RESOLVED, that, the Mayor and City Council have reviewed the penalty amounts set forth in the Bond and hereby set, fix and approve said amount as the required penalty pursuant to Neb. Rev. Stat. Section 16-318 and any other applicable law.

BE IT FURTHER RESOLVED, that, the recitals above are hereby adopted and approved and shall be and constitute findings and determinations of the Mayor and City Council for purposes of this Resolution; the penalty amounts set forth in the Bond are hereby adopted and approved; and the Mayor and City Council find and determine that the Bond for the City Treasurer submitted at this meeting satisfies all requirements of applicable law.

BE IT FURTHER RESOLVED, that said Bond, and the surety named therein, are hereby approved, and the Mayor is hereby authorized to endorse approval of the City Council and surety in writing on the Bond or by attachment incorporating or incorporated into said Bond by reference, which shall be and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premiums for said Bond (except for any premium that is voluntarily paid by any other person), including all renewal premiums necessary, if any, to continue said bond in effect during the term of office of the Treasurer.

BE IT FURTHER RESOLVED, that the Mayor and/or City Clerk are authorized to take any other action that is necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



# Western Surety Company

## **CONTINUATION CERTIFICATE**

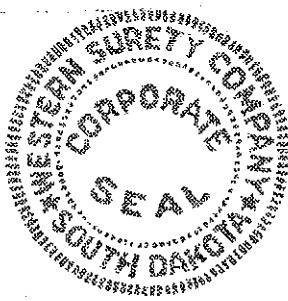
This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 22 day of November, 2016.

WESTERN SURETY COMPANY

By

**Paul T. Bruylat, Vice President**



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One TREASURER CITY OF LA VISTA  
bond with bond number 71652885  
for CYNTHIA C. MISEREZ  
as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 22 day of November, 2016.

ATTEST



L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

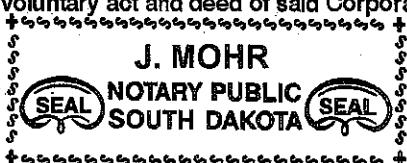
By



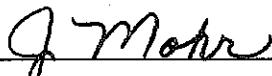
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA }  
                                  { ss

On this 22 day of November, 2016, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021



Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

Nebraska

Effective Date: April 13, 2015

# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71652885That we, Cynthia C. Miserez,

as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Nebraska, as Surety, are held and firmly bound, jointly and severally, unto the City of La Vista, and State of Nebraska, in the penal sum of Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00).

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal has been  appointed  elected Treasurer in and for City of La Vista, State of Nebraska.

Now, if the said Principal shall faithfully discharge all the duties of his said office as required by law, then this bond to be void, otherwise to remain in full force and effect until the 31st day of December, 2016.

When the stated term of this bond shall be reduced to a shorter term by reason of the death, resignation or removal from office of the Principal for a cause not imposing liability on this bond, the Surety shall refund to the Obligee the unearned portion of the premium so paid for the term of this bond, subject to a reasonable minimum premium charge.

Dated this 2nd day of April, 2015.

Principal

WESTERN SURETY COMPANY

By

Paul T. Brufelt, Vice President

PRINCIPAL'S OATH OF OFFICE

STATE OF NEBRASKA }  
County of Sarpy } ss

I, Cynthia C. Miserez, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and

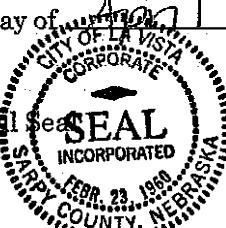
impartially perform the duties of the office of Treasurer (Finance Director) according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God.

Cynthia C. Miserez Principal

Subscribed and sworn to by the above named Cynthia C. Miserez before me this 13<sup>th</sup> day of April

WITNESS my hand and Official Seal Pamela A. Duthe Clerk

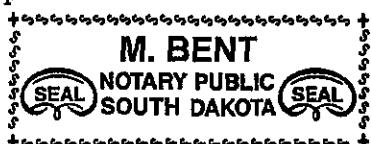
Mandy Garrod Deputy



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

On this 29th day of October, 2014, before me, the undersigned officer, personally appeared Paul T. Bruflat, known to me to be the aforesaid officer of WESTERN SURETY COMPANY, who acknowledges the within instrument to be the voluntary act and deed of said corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2020

LA VISTA CITY COUNCIL MEETING AGENDA  
DECEMBER 6, 2016  
7:00 P.M.

Harold "Andy" Anderson Council Chamber  
La Vista City Hall  
8116 Park View Blvd.

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Service Award – Pam Buethe – 10 years

*All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the November 15, 2016 City Council Meeting
3. Request for Payment – Yano's Nursery – Maintenance Services – Thompson Creek - \$5,200.00
4. Request for Payment – Yano's Nursery – Maintenance Services – Thompson Creek - \$500.00
5. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Wastewater Exhibits - \$380.00
6. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Thompson Creek - \$1,184.57
7. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Big Papio Creek Siphon Repair - \$1,027.20
8. Request for Payment – Olsson Associates – Professional Services – La Vista Parking District Access Improvements - \$11,350.53
9. Request for Payment – Olsson Associates – Professional Services – La Vista 84<sup>th</sup> Street Redevelopment Site Preparation - \$5,994.35
10. Request for Payment – Olsson Associates – Professional Services – La Vista Parking District Access Improvements - \$3,918.11
11. Approve Change In Date of City Council Meeting from July 4, 2017 to July 5, 2017
12. Resolution – Approval of Papio-Missouri River NRD Hazard Mitigation Plan
13. Approval of Claims

- Reports from City Administrator and Department Heads

B. Ordinance – Amend Master Fee Ordinance

C. Resolution – Authorize Purchase – Brush Chipper

D. Resolution – Performance Management Consultant

E. Special Assessment

1. Public Hearing
2. Resolution

F. Discussion – OPPD Transmission Line Relocation

G. Resolution – Approval of Blanket Bond – Mayor

- Comments from the Floor
- Comments from Mayor and Council
- Adjournment

The public is welcome and encouraged to attend all meetings. If special accommodations are required please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to five minutes. We ask for your cooperation in order to provide for an organized meeting.

# MINUTE RECORD

A-2

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING November 15, 2016

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on November 15, 2016. Present were Councilmembers: Ronan, Sheehan, Thomas, Crawford and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Community Development Director Birch, Finance Director Miserez, Recreation Director Stopak, Public Works Director Soucie, Library Director Barcal, and Assistant Public Works Director/City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on November 2, 2016. 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, led the audience in the Pledge of Allegiance, and made the announcements.

### **SERVICE AWARD – JOE SOUCIE, JR. – 30 YEARS**

Mayor Kindig presented a service award to Joe Soucie, Jr. for 30 years of service to the City.

#### **A. CONSENT AGENDA**

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE NOVEMBER 1, 2016 CITY COUNCIL MEETING**
- 3. APPROVAL OF THE MINUTES OF THE OCTOBER 20, 2016 PLANNING COMMISSION MEETING**
- 4. APPROVAL OF THE MINUTES OF THE SEPTEMBER 8, 2016 LIBRARY ADVISORY BOARD MEETING**
- 5. MONTHLY FINANCIAL REPORT – SEPTEMBER 2016**
- 6. REQUEST FOR PAYMENT – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES - NEBRASKA MULTI SPORTS COMPLEX - \$1,464.21**
- 7. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – 72<sup>ND</sup> AND THOMPSON CREEK CULVERT REHABILITATION - \$5,582.10**
- 8. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET REDEVELOPMENT SITE PREPARATION - \$9,935.61**
- 9. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES - CITY PARKING DISTRICT ACCESS IMPROVEMENTS – \$24,870.75**
- 10. REQUEST FOR PAYMENT – YANO'S NURSERY – MAINTENANCE SERVICES – THOMPSON CREEK - \$27,220.00**
- 11. REQUEST FOR PAYMENT – UPSTREAM WEEDS – PROFESSIONAL SERVICES – STORMWATER OUTREACH - \$1,575.00**
- 12. RESOLUTION NO. 16-149 – ELECTION OF DIRECTORS TO THE LA VISTA METROPOLITAN COMMUNITY COLLEGE BOARD OF DIRECTORS**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ELECT DIRECTORS OF THE LA VISTA/ METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.

# MINUTE RECORD

November 15, 2016

No. 729 — REEDFIELD & COMPANY, INC., OMAHA E1310556LD

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

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

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

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

City Administrator  
Library Director  
Director of Public Works

WHEREAS, the Association held its 2016 Annual Meeting on November 14, 2016, at which time and at such meeting the City's Directors voted on behalf of the City and in accordance with the desire of the City Council and the Mayor to nominate and re-elect the City's Directors to the Association's Board of Directors; and

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

NOW, THEREFORE, BE IT RESOLVED, that effective November 15, 2016, the following are hereby designated and elected to serve as the City's appointees to the Board of Directors of the Association:

City Administrator  
Library Director  
Director of Public Works

and further that their attendance, participation, voting and exercise of other rights on behalf of the City (in exercise of the delegated rights of the City Facilities Corporation) to nominate and elect said individuals as directors at the annual meeting of the Association held November 14, 2016 (and all other related actions) are hereby ratified, affirmed and approved.

## **13. RESOLUTION NO. 16-150 – DEPARTMENT OF ROADS MAINTENANCE AGREEMENT – 84<sup>TH</sup> STREET – 2017**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #121 WITH THE NEBRASKA DEPARTMENT OF ROADS FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84<sup>TH</sup> STREET).

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

# MINUTE RECORD

November 15, 2016

No. 729 — REEDIE & COMPANY, INC. OMAHA, E1310556LD

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2017 to December 31, 2017.

## 14. APPROVAL OF CLAIMS

A & D TECHNICAL SUPPLY CO, supplies	\$275.00
ABE'S PORTABLES INC, services	\$160.08
ACTION BATTERIES, maint.	\$65.46
AMERICAN CONCRETE PRODS, services	\$156.96
AMERICAN PLANNING ASSOC, services	\$795.00
A-RELIEF SERVICES INC, bld&grnds	\$707.97
ASPHALT & CONCRETE MATERIALS, maint.	\$218.88
ASSURANT EMPLOYEE BENEFITS, services	\$472.33
ATLAS AWNING CO, services	\$250.00
AWARDS AND MORE CO, services	\$190.69
BARCAL, R., travel	\$203.90
BAUER BUILT TIRE, maint.	\$445.08
BAXTER CHRYSLER DODGE, maint.	\$81.67
BISHOP BUSINESS EQUIPMENT, services	\$1,426.55
BLACK HILLS ENERGY, utilities	\$2,153.39
BRODART CO, supplies	\$194.50
BS&A SOFTWARE, services	\$146,155.00
BUILDERS SUPPLY CO, bld&grnds	\$22.00
CENTER POINT PUBLISHING, books	\$324.15
CENTURY LINK BUSN SVCS, phones	\$101.16
CENTURY LINK, phones	\$572.38
CITY OF OMAHA, services	\$176,961.05
CITY OF PAPILLION, services	\$173,897.00
CNA SURETY, services	\$525.00
COLIBRI SYSTEMS NA, INC, supplies	\$805.00
COX COMMUNICATIONS, services	\$286.65
CULLIGAN OF OMAHA, bld&grnds	\$10.00
DANKO EMERGENCY EQUIP CO, services	\$2,291.84
DATASHIELD CORP, services	\$58.75
DEARBORN NAT'L LIFE INS CO, services	\$4,366.72
DIAMOND VOGEL PAINTS, maint.	\$163.36
DILLON BROS HARLEY DAVIDSON, maint.	\$1,352.94
DOUGLAS COUNTY SHERIFF'S OFC, services	\$1,087.50
DULTMEIER SALES & SERVICE, maint.	\$9.51
ELECTRIC COMPANY OF OMAHA, services	\$4,810.00
EMBLEM ENTERPRISES INC, apparel	\$509.14
FEDEX KINKO'S, services	\$12.15
FELSBURG HOLT & ULLEVIG, services	\$225.00
FILTER CARE, maint.	\$69.60
GALE, books	\$344.86
GCR TIRES & SERVICE, maint.	\$139.50
GOSS,J., travel	\$8.49
GREENKEEPER CO INC, bld&grnds	\$607.00
H & H CHEVROLET LLC, maint.	\$93.29
HARTS AUTO SUPPLY, maint.	\$364.00
HUNTEL COMMUNICATIONS, services	\$1,023.75
ICMA RETIREMENT CORP, services	\$6,800.00
INGRAM LIBRARY SERVICES, books	\$298.60
J H STUCKEY DISTRIBUTING, services	\$4,056.63

# MINUTE RECORD

November 15, 2016

No. 729 — REEDIE & COMPANY, INC. OMAHA E1310556LD

KRIHA FLUID POWER CO, maint.	\$152.16
LEAGUE OF NEBR MUNICIPALITIES, services	\$95.00
LIBRARY IDEAS LLC, media	\$3,605.00
LOGAN CONTRACTORS SUPPLY, services	\$90.00
LOWE'S, bld&grnds	\$68.80
MAPA-METRO AREA PLANNING AGNCY, services	\$1,500.00
MATHESON TRI-GAS INC, apparel	\$171.96
MAX I WALKER UNIFORM, services	\$569.16
MBC CONSTRUCTION, services	\$67,844.92
MENARDS-RALSTON, bld&grnds	\$601.68
METRO AREA TRANSIT, services	\$435.00
MIDWEST SERVICE & SALES, maint.	\$381.25
MUD, utilities	\$2,492.23
N L & L CONCRETE, services	\$52,918.65
NAT'L EVERYTHING WHOLESALE, supplies	\$157.13
NEBR LIBRARY COMMISSION, media	\$1,180.90
NEBR MUNICIPAL CLERKS ASSN, services	\$35.00
NEBRASKA CLERK SCHOOL, services	\$223.00
NEBRASKA SALT & GRAIN CO, maint.	\$31,073.45
NEFF TOWING, maint.	\$235.00
NEX TRAQ INC, services	\$3,436.80
OFFICE DEPOT INC, supplies	\$888.80
OMAHA COMPOUND CO, supplies	\$58.59
OMAHA WORLD-HERALD, services	\$93.60
OMNIGRAPHICS INC, books	\$163.70
ONE CALL CONCEPTS, services	\$238.74
OPPD, utilities	\$51,124.70
PALFLEET TRUCK EQUIP, maint.	\$176.00
PETTY CASH, services	\$197.39
QP ACE HARDWARE, bld&grnds	\$1,358.67
RALSTON ADVERTISING, supplies	\$436.00
READY MIXED CONCRETE, maint.	\$1,609.38
SAPP BROS PETROLEUM INC, maint.	\$414.00
SARPY COUNTY COURTHOUSE, services	\$4,100.37
SARPY COUNTY TREASURER, services	\$35,687.00
SIGN IT, services	\$170.00
SPRINT, phones	\$643.00
STANDARD INSURANCE CO, services	\$5,679.02
STRATEGIC INSIGHTS INC, services	\$675.00
SUPERIOR SPA & POOL, supplies	\$50.93
SUSAN G KOMEN NEB, services	\$170.00
THOMPSON DREESSEN & DORNER, services	\$108.75
WEST COAST SHOE CO, apparel	\$627.25

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Sell. Councilmember Hale reviewed the bills and confirmed everything was in order. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Hale, Quick, Frederick. Motion carried.

## REPORTS FROM CITY ADMINISTRATOR AND STAFF

City Clerk Buethe stated that the first Tuesday in July 2017 falls on the 4<sup>th</sup>. Council directed her to place it on a future agenda to vote to change the meeting to the 5<sup>th</sup>.

Director of Administrative Service Pokorny updated Council on the progress of the Community Development portion of the new BS&A software.

Community Relations Coordinator Beaumont informed Council that Santa's sleigh ride is scheduled for November 27 and the Tree Lighting and Soup Supper are scheduled for November 28.

# MINUTE RECORD

November 15, 2016

No. 729 — REEDEL & COMPANY, INC. OMAHA E1310556LD

## 3<sup>RD</sup> QUARTER REPORT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

James Caraway with the Sarpy County Economic Development Corporation gave the third quarter report.

### B. PUD AMENDMENT – LOT 2 – SOUTHPORT EAST REPLAT TWO (SE OF SOUTHPORT PKWY & GILES RD)

#### 1. PUBLIC HEARING

At 7:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the PUD site plan approval for Lot 2, Southport East Replat Two (SE of Southport Pkwy. & Giles Road). Anthony Saldi of Saldi Family Investments — owner of Legends, and Doug Hulverson representing the applicant gave an overview of the project.

At 7:24 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

#### 2. RESOLUTION

Councilmember Crawford introduced and moved to adopt Resolution No.16-151; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT (PUD) SITE PLAN FOR LOT 2, SOUTHPORT EAST REPLAT TWO, A SUBDIVISION LOCATED IN THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Saldi Family Investments, LLC, on behalf of the owner, Anthony Saldi, of the above described piece of property have made application for approval of a PUD site plan for Lot 2, Southport East Replat Two; and

WHEREAS, the City Planner and the City Engineer have reviewed the PUD site plan; and

WHEREAS, on October 20, 2016, the La Vista Planning Commission held a public hearing and reviewed the amendment to the PUD site plan and recommended approval contingent on the finalization of the landscaping plan, traffic issues, and information provided regarding maintenance of shared facilities as the PUD Site Plan is consistent with the Comprehensive Plan and Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the PUD Site Plan for Lot 2, Southport East Replat Two, a subdivision located in the Southeast ¼ of Section 18, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southeast of Eastport Parkway and Giles Road, be, and hereby is, approved, contingent on finalization of the landscaping plan and information provided regarding maintenance of shared facilities prior to issuance of a building permit.

Seconded by Councilmember Sheehan. Discussion was held regarding the size of the building and how much of that would be the restaurant and if there were prospects for the rest of the building space. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

# MINUTE RECORD

November 15, 2016

No. 729 — REEDIE & COMPANY, INC. OMAHA E1810556LD

## C. CONDITIONAL USE PERMIT – LB SOUTHWEST, LLC – LOT 2, I-80 INDUSTRIAL PARK REPLAT 3 (S. 137<sup>TH</sup> CIRCLE)

### 1. PUBLIC HEARING

At 7:26 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – LB Southwest, LLC – Lot 2, 1-80 Industrial Park Replat 3 (S. 137<sup>th</sup> Circle). Larry Jobeun representing the applicant, LB Southwest LLC, gave an overview of the project.

At 7:27 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

### 2. RESOLUTION

Councilmember Sell introduced and moved to adopt Resolution No.16-152: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR LB SOUTHWEST, LLC, TO ALLOW FOR AN AUTOMOTIVE REPAIR SERVICE ON LOT 2, I-80 INDUSTRIAL PARK REPLAT 3.

WHEREAS, LB Southwest, LLC, on behalf of the property owner, Miller Developments, LLC, has applied for a Conditional Use Permit for to allow for an automotive repair service on Lot 2, I-80 Industrial Park Replat 3 located south of Giles Road on 137<sup>th</sup> Circle; 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 a Conditional Use Permit for such purposes,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for LB Southwest, LLC, to allow for an automotive repair service on Lot 2, I-80 Industrial Park Replat 3.

Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

## D. RESOLUTION – AUTHORIZE REQUEST FOR QUALIFICATIONS – PROJECT MANAGEMENT SERVICES

Councilmember Thomas introduced and moved to adopt Resolution No.16-153: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT SERVICES FOR MULTIPLE POSSIBLE PROJECTS INVOLVING PUBLIC IMPROVEMENTS OR OTHER WORKS.

WHEREAS, the Mayor and Council have determined that there are a number of potential projects being proposed at various locations in the City involving public improvements or other works; and

WHEREAS, the FY17 and FY18 budgets provides funding for the multiple potential projects and associated services; and

WHEREAS, the request for qualifications schedule is as follows:

Publish Notice of Request for Qualifications: November 23 and 30, 2016. Receive Proposals: Until December 9, 2016 at 3:30 pm. City Award Contract: January 3, 2017.

# MINUTE RECORD

November 15, 2016

No. 728 — REEDFIELD & COMPANY, INC. OMAHA E1310556LD

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for qualifications for Project Management Services for possible projects for public improvements or other works.

Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

**E. RESOLUTION – AUTHORIZE REQUEST FOR QUALIFICATIONS – PROJECT MANAGEMENT SERVICES (ACTION ON THIS ITEM WILL BE TAKEN BY THE COMMUNITY DEVELOPMENT AGENCY)**

Councilmember Thomas introduced and moved to adopt Resolution No.16-154; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AUTHORIZING THE REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT SERVICES FOR MULTIPLE POSSIBLE PROJECTS INVOLVING PUBLIC IMPROVEMENTS OR OTHER WORKS.

WHEREAS, the Mayor and Council, acting as the La Vista Community Development Agency, have determined that there are a number of potential projects being proposed at various locations in the City involving public improvements or other works; and

WHEREAS, the FY17 and FY18 budgets provides funding for the multiple potential projects and associated services; and

WHEREAS, the request for qualifications schedule is as follows:

Publish Notice of Request for Qualifications: November 23 and 30, 2016. Receive Proposals: Until December 9, 2016 at 3:30 pm. City Award Contract: January 3, 2017.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council, acting as the La Vista Community Development Agency, hereby authorize the request for qualifications for Project Management Services for possible projects for public improvements or other works.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

**F. RESOLUTION – THOMPSON CREEK WATERSHED RESTORATION-STORM WATER PUBLIC EDUCATION & OUTREACH – CONSULTANT SERVICES AGREEMENT**

Councilmember Sell introduced and moved to adopt Resolution No.16-155; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHRIS MADDEN OF UPSTREAM WEEDS FOR THE ANNUAL THOMPSON CREEK PUBLIC OUTREACH AND EDUCATION FOR THE THOMPSON CREEK WATERSHED MANAGEMENT PROJECT.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant; and

WHEREAS, the agreement has a not-to-exceed cost of \$20,000 with this being split equally to La Vista and Papillion;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Agreement with Chris Madden of Upstream Weeds for the annual Thompson Creek public

# MINUTE RECORD

November 15, 2016

No. 729 -- REEDFIELD & COMPANY, INC. OMAHA E1310556LD

outreach and education for the Thompson Creek Watershed Management Project.

Seconded by Councilmember Thomas. Discussion was held regarding the individual who did this outreach initially. Chris Madden has been doing it since the beginning, but worked under UNO the first year and then created Upstream Weeds business. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

## G. RESOLUTION – INTERLOCAL AGREEMENT - PORTAL ROAD DRAINAGEWAY IMPROVEMENTS

Councilmember Sell introduced and moved to adopt Resolution No.16-156; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE CITY OF PAPILLION FOR THE DESIGN, PERMITTING, BIDDING AND CONSTRUCTION OF PORTAL ROAD DRAINAGEWAY IMPROVEMENTS.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the drainageway improvements are vital to the prevention of continued deterioration of the drainageway downstream from the culvert under Portal Road, and;

WHEREAS, the FY17 Budget provides funding for this project; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with the PMRNRD and the City of Papillion for the design, permitting, bidding and construction of the Portal Road Drainageway Improvements in form and content approved by the City Attorney.

Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

## H. RESOLUTION – AUTHORIZE PURCHASE – MARKED POLICE VEHICLES

Councilmember Thomas introduced and moved to adopt Resolution No.16-157; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE THE PURCHASE OF TWO (2) 2017 FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM ANDERSON FORD, LINCOLN, NEBRASKA AND UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, IN AN AMOUNT NOT TO EXCEED \$90,000.

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

WHEREAS, the FY17 General Fund budget does include funds for the purchase of two (2) said vehicles, and

WHEREAS, the State of Nebraska did receive bids for 2017 police vehicles, and

WHEREAS, Anderson Ford, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2017 Ford Police Interceptor Utility Vehicle and will extend that price to the City of La Vista, and

# MINUTE RECORD

November 15, 2016

No. 729 — FIELD & COMPANY, INC. OMAHA E1310556LD

WHEREAS, 911 Custom is a highly qualified and specialty emergency vehicle up-fitter, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Anderson Ford, Lincoln, Nebraska and authorize the purchase of two (2) 2017 Ford Police Interceptor Utility Police vehicles and up-fitting from 911 Customs, Overland Park, Kansas, in an amount not to exceed \$90,000.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

## I. RESOLUTION – AUTHORIZE PURCHASE – MARKED POLICE VEHICLE

Councilmember Thomas introduced and moved to adopt Resolution No.16-158 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE THE PURCHASE OF ONE (1) 2017 CHEVROLET TAHOE 4X4 POLICE UTILITY VEHICLE FROM SID DILLON CHEVROLET, WAHOO, NEBRASKA AND UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, IN AN AMOUNT NOT TO EXCEED \$50,000.

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

WHEREAS, the FY 2017 General Fund budget does include funds for the purchase of one (1) said vehicle, and

WHEREAS, the State of Nebraska did receive bids for 2017 police vehicles, and

WHEREAS, Sid Dillon Chevrolet, Wahoo, Nebraska, was awarded the state bid for Nebraska for the 2017 Chevrolet Tahoe 4x4 Police Utility Vehicle and will extend that price to the City of La Vista, and

WHEREAS, 911 Custom is a highly qualified and specialty emergency vehicle up-fitter, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Sid Dillon Chevrolet, Wahoo, Nebraska and authorize the purchase of one (1) 2017 Chevrolet Tahoe 4x4 Police Utility vehicle and up-fitting from 911 Customs, Overland Park, Kansas, in an amount not to exceed \$50,000.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Hale and Quick. Motion carried.

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item J. Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford and Sell. Nays: None. Abstain: None. Absent: Quick, Hale and Frederick. Motion carried.

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

# MINUTE RECORD

November 15, 2016

No. 729 — REEDIE & COMPANY, INC. OMAHA E1310558LD

## J. EXECUTIVE SESSION – LITIGATION

At 7:37 p.m. Councilmember Crawford made a motion to go into executive for protection of the public to discuss litigation. Seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford and Sell. Nays: None. Abstain: None. Absent: Hale, Quick, and Frederick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:17 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford and Sell. Nays: None. Abstain: None. Absent: Hale, Quick, and Frederick. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan asked if the entrance sign to the city at 84<sup>th</sup> and Giles Road, which had been destroyed by a vehicle several years prior, would be replaced. Staff stated that, now that the area is being redeveloped, a new sign will go there eventually.

At 8:20 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, and Sell. Nays: None. Abstain: None. Absent: Frederick, Quick and Hale. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

A-3

Yano's Nursery  
5240 S 192nd St  
Omaha, NE 68135-2000  
(402) 895-1535  
info@yanosnursery.com  
http://yanosnursery.com

## Invoice



BILL TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

SHIP TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4923	11/02/2016	\$5,200.00	11/02/2016	Due on receipt	

PROJECT NAME  
Thompson Creek Wetland Drains

ATTN  
John Kottman

ACTIVITY  
Commercial Contract:As Per Proposal  
Install Rock Drains at 4 Wetlands (As Per Proposal)

We Appreciate Your Business!

	QTY	RATE	AMOUNT
	1	5,200.00	5,200.00
SUBTOTAL			5,200.00
TAX (0%)			0.00
TOTAL			5,200.00
BALANCE DUE			<b>\$5,200.00</b>

O.K. to pay

JK 11-23-2016

05.71.0915.03

Consent Agenda 12/6 *pk*

Yano's Nursery  
5240 S 192nd St  
Omaha, NE 68135-2000  
(402) 895-1535  
info@yanosnursery.com  
http://yanosnursery.com

# Invoice



A-4

BILL TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

SHIP TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
4928	11/04/2016	\$500.00	11/04/2016	Due on receipt	

PROJECT NAME  
Thompson Creek Planting

ATTN  
John Kottman

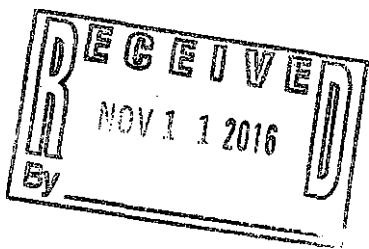
ACTIVITY	QTY	RATE	AMOUNT
Commercial Contract: As Per Proposal Additional Watering of Trees & Shrubs	1	500.00	500.00

We Appreciate Your Business!

BALANCE DUE

**\$500.00**

O. K. to pay  
MK 11-11-2016  
05.71.0915.03



Consent Agenda 12/6/16

PH

A-5

INVOICE



Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 118036  
Date 11/04/2016

Project 0171-400 CITY OF LA VISTA -  
MISCELLANEOUS SERVICES 2012-  
CURRENT, CIVIL

Professional Services from September 14, 2016 through October 16, 2016

P.O. #15-0092

Description	Current Billed
<b>Engineering Services</b>	380.00
<i>Prepare Wastewater Exhibits</i>	
	Total 380.00

Invoice total 380.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
118036	11/04/2016	380.00	380.00				
	Total	380.00	380.00	0.00	0.00	0.00	0.00

*Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.*

O.K. to pay  
JMK 11-9-2016  
02.42.0303

Consent Agenda 12/6/16  
P6

A-6  
INVOICE



Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors

Please remit to:

TD2 Nebraska Office  
10836 Old Mill Road, Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Ste. 300, Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
JOHN KOTTMANN  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 118037  
Date 11/04/2016  
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services from September 26, 2016 through October 30, 2016

P.O. #15-0092/16-0094

Description	Current Billed
<b>Task A-Project Start-up</b>	0.00
<b>Task B-Design Development</b>	0.00
<b>Task C-Construction Documentation</b>	0.00
<b>Task D-Phase 2 Grant Acquisition</b>	0.00
<b>Task E-Pre-Construction Monitoring</b>	0.00
<b>Construction Phase Services</b>	1,184.57
Contract Administration and Project Management	\$ 843.25
Erosion Control Monitoring and Reporting Services	341.32
<b>Additional Services - OPPD</b>	0.00
	<b>Total 1,184.57</b>

Invoice total 1,184.57

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
118037	11/04/2016	1,184.57	1,184.57				
	Total	1,184.57	1,184.57	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

O.K. to pay  
BMK 11-8-2016

05.71.0855.03 (City)

Consent Agenda 12/6/16 (C)

A-7  
INVOICE



Thompson, Dreessen & Dorner, Inc.  
Consulting Engineers & Land Surveyors

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
JOHN KOTTMANN  
8116 PARKVIEW BOULEVARD  
LA VISTA, NE 68128

Invoice number 118040  
Date 11/04/2016  
Project 0171-413 BIG PAPIO CREEK SIPHON  
REPAIR

Professional Services from September 5, 2016 through October 16, 2016

PO #16-0094

Description	Current Billed
Topographic Survey	0.00
Engineering Services	1,027.20
<i>Respond to Corps comments, finalize response letter and sent to NRD.</i>	
	Total 1,027.20

Invoice total 1,027.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
117592	10/10/2016	108.75	108.75				
118040	11/04/2016	1,027.20	1,027.20				
	Total	1,135.95	1,135.95	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

O.K. to pay  
efmk 11-8-2016  
02.42.0314

Consent Agenda 11/16/16

A-8

## Invoice



601 P Street, Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5160

September 30, 2016  
 Invoice No: 262264

John Kottmann  
 City Engineer/Assistant Public Works Director  
 City of La Vista NE  
 8116 Park View Blvd  
 La Vista, NE 68128-2198

OA Project No. C14-2258 La Vista Parking District Access Improvements

Professional services rendered from August 7, 2016 through September 10, 2016 for work completed in accordance with our Agreement executed on September 16, 2015 and Amendment No. 1 dated April 20, 2016.

Phase 800 Amend #1 Construction Services  
 Professional Personnel

	Hours	Rate	Amount
<b>Principal</b>			
Rolling, Christopher	18.25	39.42	719.42
Rothanzl, Terrence	1.00	37.98	37.98
Schnackenberg, Edward	2.00	48.08	96.16
<b>Assistant Professional</b>			
Dillon, Ian	10.00	32.21	322.10
<b>Designer</b>			
Carey, Douglas	10.50	27.64	290.22
<b>CAD Operator</b>			
Danielson, Matthew	5.50	13.00	71.50
Harris, Derek	6.25	12.00	75.00
Mapie, Joshua	7.00	17.75	124.25
<b>Survey</b>			
Bang, Joshua	8.25	17.60	145.20
Hanna, Daniel	5.75	26.15	144.61
Peterson, Drew	1.25	22.25	27.81
Rokusek, Zachary	1.25	16.00	20.00
Weaver, Blaise	8.25	16.00	132.00
<b>Construction Services</b>			
Clouse, Aaron	9.25	16.00	148.00
Culver, Andrew	6.25	15.00	93.75
Feik, Justin	3.00	31.25	93.75
Johnson, Evan	3.00	15.00	45.00
Zlomke, Mark	21.50	25.00	537.50

Project	C14-2258	La Vista Parking District Access	Invoice	262264
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Administrative/Clerical				
Zablocki, Stacy	4.00	19.50	78.00	/
Totals	132.25		3,202.25	
Total Labor				3,202.25
<b>Additional Fees</b>				
Overhead	176.96 % of 3,202.25		5,666.70	
Profit	12.00 % of 8,868.95		1,064.27	
<b>Total Additional Fees</b>			<b>6,730.97</b>	<b>6,730.97</b>
<b>Internal Unit Billing</b>				
Field Vehicle	31.0 Miles @ 0.75		23.25	
Field Vehicle	1.0 Mile @ 0.75		.75	
Field Vehicle	4.0 Miles @ 0.75		3.00	
Field Vehicle	218.0 Miles @ 0.75		163.50	
Field Vehicle	6.0 Miles @ 0.75		4.50	
Field Vehicle	2.0 Miles @ 0.75		1.50	
Field Vehicle	3.0 Miles @ 0.75		2.25	
Field Vehicle	8.0 Miles @ 0.75		6.00	
Field Vehicle	6.0 Miles @ 0.75		4.50	
Survey Supplies			54.06	
Compressive Strength - Concrete				
10 Tests @ \$15/Test			150.00	
15 Tests @ \$15/Test			225.00	
5 Tests @ \$15/Test			75.00	
Core Sampling				
8 Tests @ \$68/Test			544.00	
Core Thickness				
8 Tests @ \$20/Test			160.00	
<b>Total Internal Units</b>			<b>1,417.31</b>	<b>1,417.31</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	11,350.53	55,844.03	67,194.56	
Limit			97,568.18	
Balance Remaining			30,373.62	
		<b>Total this Phase</b>		<b>\$11,350.53</b>
		<b>AMOUNT DUE THIS INVOICE</b>		<b>\$11,350.53</b>

Billings to Date	Current	Prior	Total	O.K. to pay JMK 11-23-2016 05.71.0899.02
	11,350.53	139,919.10	151,269.63	

Authorized By: Christopher Rolling

*Consent Agenda 12/6/16*

*(Signature)*

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-9

Invoice



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

November 21, 2016

Invoice No: 265619

Invoice Total \$5,994.35

John Kottmann  
City Engineer/Assistant Public Works Director  
City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation  
Professional services rendered October 9, 2016 through November 5, 2016 for work completed in accordance with  
agreement dated June 21, 2016.

Phase 100 Survey Verification

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	5,000.00	5,000.00
Limit			5,000.00
		Total this Phase	0.00

Phase 110 Survey (Post Construction Verification)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,000.00
Balance Remaining			10,000.00
		Total this Phase	0.00

Phase 200 Utility & Tenant Coordination

Labor

Principal	Hours	Rate	Amount
Egelhoff, Anthony	1.00	157.00	157.00

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	265619
<b>Project Professional</b>				
Jelinek, Brian		3.25	121.00	393.25
Totals		4.25		550.25
<b>Total Labor</b>				<b>550.25</b>
<b>Billing Limits</b>				
Total Billings		Current	Prior	To-Date
Limit	550.25		10,471.00	11,021.25
Balance Remaining				15,000.00
				3,978.75
			<b>Total this Phase</b>	<b>\$550.25</b>
Phase	210	<b>Preliminary Construction Documents</b>		
<b>Billing Limits</b>				
Total Billings		Current	Prior	To-Date
Limit	0.00		13,168.25	13,168.25
Balance Remaining				15,000.00
			<b>Total this Phase</b>	<b>0.00</b>
Phase	220	<b>Final Construction Documents</b>		
<b>Billing Limits</b>				
Total Billings		Current	Prior	To-Date
Limit	0.00		25,333.75	25,333.75
Balance Remaining				30,000.00
			<b>Total this Phase</b>	<b>0.00</b>
Phase	300	<b>Project Management</b>		
<b>Labor</b>				
Principal		Hours	Rate	Amount
Egelhoff, Anthony		16.50	157.00	2,590.50
Galley, Eric		7.50	121.00	907.50
Halvorson, Douglas		8.00	176.00	1,408.00
Administrative/Clerical				
Zablocki, Stacy		1.50	73.00	109.50
Totals		33.50		5,015.50
<b>Total Labor</b>				<b>5,015.50</b>

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	265619
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		5,015.50	13,809.25	18,824.75
Limit				20,000.00
Balance Remaining				1,175.25
			<b>Total this Phase</b>	<b>\$5,015.50</b>
Phase	400	On-Site Construction Administration		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				10,000.00
Balance Remaining				10,000.00
			<b>Total this Phase</b>	<b>0.00</b>
Phase	410	SWPPP Inspections		
<b>Labor</b>		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
SWPPP Inspections		3.25	60.00	195.00
Totals		3.25		195.00
<b>Total Labor</b>				<b>195.00</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		195.00	0.00	195.00
Limit				8,000.00
Balance Remaining				7,805.00
			<b>Total this Phase</b>	<b>\$195.00</b>
Phase	420	On-Site Construction Observation		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				15,000.00
Balance Remaining				15,000.00
			<b>Total this Phase</b>	<b>0.00</b>
Phase	430	Special Inspections / Testing		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	265619
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**Labor**

	Hours	Rate	Amount
Project Manager	2.00	115.00	230.00
<b>Totals</b>	<b>2.00</b>		<b>230.00</b>
<b>Total Labor</b>			<b>230.00</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	230.00	0.00	230.00
Limit			42,000.00
Balance Remaining			41,770.00
			<b>Total this Phase</b>
			<b>\$230.00</b>

Phase	900	Expenses

**Unit Billing**

Duplication-KIP	18.0 Feet @ 0.20	3.60	
<b>Total Units</b>		<b>3.60</b>	<b>3.60</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	3.60	2,508.03	2,511.63
Limit			10,000.00
Balance Remaining			7,488.37
			<b>Total this Phase</b>
			<b>\$3.60</b>
			<b>AMOUNT DUE THIS INVOICE</b>
			<b>\$5,994.35</b>

**Outstanding Invoices**

Number	Date	Balance
263969	10/25/2016	9,935.61
<b>Total</b>		<b>9,935.61</b>

O.K. to pay

EFMK 11-23-2016

CD-17-007

05.71.0908.02

Authorized By: Eric Galley

Concent Agenda 12/16/16

eb

A-10

Invoice



601 P Street, Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5160

November 22, 2016

Invoice No: 266032

John Kottmann  
City Engineer/Assistant Public Works Director  
City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

OA Project No. C14-2258 La Vista Parking District Access Improvements

Professional services rendered from October 9, 2016 through November 5, 2016 for work completed in accordance with our Agreement executed on September 16, 2015 and Amendment No. 1 dated April 20, 2016.

Phase 800 Amend #1 Construction Services

**Professional Personnel**

	Hours	Rate	Amount
Principal			
Rolling, Christopher	8.00	39.42	315.36
Designer			
Carey, Douglas	1.50	27.64	41.46
Construction Services			
Feik, Justin	17.25	31.25	539.06
Zlomke, Mark	9.00	25.00	225.00
Administrative/Clerical			
Zablocki, Stacy	5.00	19.50	97.50
Totals	40.75		1,218.38
<b>Total Labor</b>			<b>1,218.38</b>

**Additional Fees**

Overhead	176.96 % of 1,218.38	2,156.05
Profit	12.00 % of 3,374.43	404.93
<b>Total Additional Fees</b>		<b>2,560.98</b>
		<b>2,560.98</b>

**Internal Unit Billing**

Field Vehicle	185.0 Miles @ 0.75	138.75
<b>Total Internal Units</b>		<b>138.75</b>
		<b>138.75</b>

**Billing Limits**

Total Billings	Current	Prior	To-Date
	3,918.11	92,065.31	95,983.42
Limit			97,568.18
Balance Remaining			1,584.76
			<b>Total this Phase</b>
			<b>\$3,918.11</b>

**AMOUNT DUE THIS INVOICE** **\$3,918.11**

O.K. to pay  
JMK 11-23-2016

05.71.0890.02

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Concent Agenda 12/6/16

Project	C14-2258	La Vista Parking District Access	Invoice	266032
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**Outstanding Invoices**

Number	Date	Balance
262264	9/30/2016	11,350.53
264270	10/28/2016	24,870.75
<b>Total</b>		<b>36,221.28</b>

	Current	Prior	Total
<b>Billings to Date</b>	<b>3,918.11</b>	<b>176,140.38</b>	<b>180,058.49</b>

Email invoice to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Total Compensation: \$184,781.11

Authorized By: Christopher Rolling

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PAPIO-MISSOURI RIVER NRD HAZARD MITIGATION PLAN APPROVAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared adopting the Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan.

**FISCAL IMPACT**

There was no cost, other than staff time, for participating in the Mitigation Plan process. In the future if mitigation projects are brought forward then there may be local cost sharing that would be considered at that time. No specific projects are identified or funded at this time.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On June 16, 2015 City Council approved a request by the Papio-Missouri River Natural Resources District for the City to participate in updating the Multi-Hazard Mitigation Plan that was previously prepared in 2011. Updating the plan every 5 years is required by FEMA and the Disaster Mitigation Act of 2000 in order to maintain eligibility for receiving federal funds. The updating process generally takes 12 to 18 months. All communities within the NRD are being asked to pass this resolution.

Participation in this plan is a prerequisite to being eligible to receive Federal funds for mitigation projects in the City of La Vista. An example of this is the funds received for the voluntary property acquisition program for Thompson Creek.

Due to the size of the plan document, copies have not been included in the City Council packet. The plan is available through the following website:

<http://jeo.com/papiohmp/>

The NRD's HMP Planning Team was informed Wednesday, June 8th, 2016 that the regional Hazard Mitigation Plan has received FEMA's approval. Each participating jurisdiction then must adopt the plan to be eligible to pursue any hazard mitigation grant assistance in the future.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,  
NEBRASKA, FOR THE ADOPTION OF: PAPIO MISSOURI RIVER NATURAL RESOURCES  
DISTRICT MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**WHEREAS,** the governing body of the City of La Vista recognizes the threat that natural hazards pose to people and property within the City of La Vista; and

**WHEREAS,** the Papio Missouri River Natural Resources District has prepared a multi-hazard, multi-jurisdictional hazard mitigation plan, hereby known as the 2016 Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS,** the Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of La Vista from the impacts of future hazards and disasters; and

**WHEREAS,** adoption by the governing body of the City of La Vista demonstrates their commitment to the mitigation of hazards and achieving the goals outlined in the 2016 Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of La Vista, Nebraska, does herewith adopt the 2016 Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety.

**PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.**

**CITY OF LA VISTA**

**ATTEST:**

**Douglas Kindig, Mayor**

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**Pamela A. Buethe, CMC  
City Clerk**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PAPIO-MISSOURI RIVER NRD HAZARD MITIGATION PLAN APPROVAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared adopting the Papio-Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan.

**FISCAL IMPACT**

There was no cost, other than staff time, for participating in the Mitigation Plan process. In the future if mitigation projects are brought forward then there may be local cost sharing that would be considered at that time. No specific projects are identified or funded at this time.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On June 16, 2015 City Council approved a request by the Papio-Missouri River Natural Resources District for the City to participate in updating the Multi-Hazard Mitigation Plan that was previously prepared in 2011. Updating the plan every 5 years is required by FEMA and the Disaster Mitigation Act of 2000 in order to maintain eligibility for receiving federal funds. The updating process generally takes 12 to 18 months. All communities within the NRD are being asked to pass this resolution.

Participation in this plan is a prerequisite to being eligible to receive Federal funds for mitigation projects in the City of La Vista. An example of this is the funds received for the voluntary property acquisition program for Thompson Creek.

Due to the size of the plan document, copies have not been included in the City Council packet. The plan is available through the following website:

<http://jeo.com/papiohmp/>

The NRD's HMP Planning Team was informed Wednesday, June 8th, 2016 that the regional Hazard Mitigation Plan has received FEMA's approval. Each participating jurisdiction then must adopt the plan to be eligible to pursue any hazard mitigation grant assistance in the future.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR THE ADOPTION OF: PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the governing body of the City of La Vista recognizes the threat that natural hazards pose to people and property within the City of La Vista; and

WHEREAS, the Papio Missouri River Natural Resources District has prepared a multi-hazard, multi-jurisdictional hazard mitigation plan, hereby known as the 2016 Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of La Vista from the impacts of future hazards and disasters; and

WHEREAS, adoption by the governing body of the City of La Vista demonstrates their commitment to the mitigation of hazards and achieving the goals outlined in the 2016 Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, does herewith adopt the 2016 Papio Missouri River Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update in its entirety.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

APCHCKRP  
04.05.16

Fri Dec 2, 2016 12:53 PM

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City of Lavista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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122720	12/06/2016	4624	911 CUSTOM LLC		24.06				
122721	12/06/2016	3501	A & C TREE SERVICE		400.00				
122722	12/06/2016	762	ACTION BATTERIES UNLTD INC		5.90				
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122732	12/06/2016	3318	BIG RIG TRUCK ACCESSORIES INC		330.00				
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122734	12/06/2016	196	BLACK HILLS ENERGY		2,644.10				
122735	12/06/2016	511	BOB NORRIS		643.00				
122736	12/06/2016	2757	BOBCAT OF OMAHA		71.02				
122737	12/06/2016	4799	BOLD OFFICE SOLUTIONS		629.74				
122738	12/06/2016	76	BUILDERS SUPPLY CO INC		101.35				
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122743	12/06/2016	244	CHILD'S WORLD INCORPORATED		678.15				
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122756	12/06/2016	49	DOUBLE K FEED INC		160.00				
122757	12/06/2016	364	DULTMEIER SALES & SERVICE		11.97				
122758	12/06/2016	3334	EDGEWEAR SCREEN PRINTING		345.00				
122759	12/06/2016	3159	FASTENAL COMPANY		19.56				
122760	12/06/2016	1245	FILTER CARE		57.35				
122761	12/06/2016	1256	FIRST NATIONAL BANK FREMONT		1,991,678.75				
122762	12/06/2016	3136	FIRST WIRELESS INC		42.00				
122763	12/06/2016	142	FITZGERALD SCHORR BARNETTLER		25,128.00				
122764	12/06/2016	354	FLAGSHOOTER INC		179.20				

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

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122770		12/06/2016	285	GRAYBAR ELECTRIC COMPANY INC		689.69			
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122772		12/06/2016	234	HAMPTON INN-KEARNEY		1,258.50			
122773		12/06/2016	426	HANEY SHOE STORE		450.00			
122774		12/06/2016	4940	HARRIS COMPUTER SYSTEMS		2,747.76			
122775		12/06/2016	3549	HOLSTEIN'S HARLEY DAVIDSON		17.73			
122776		12/06/2016	2888	HOME DEPOT CREDIT SERVICES		357.32			
122777		12/06/2016	892	HONEYMAN RENT-ALL #1		1,443.71			
122778		12/06/2016	4099	HUMANA REFUND DEPT		270.74			
122779		12/06/2016	1151	ICMA MEMBERSHIP RENEWALS		1,048.60			
122780		12/06/2016	1498	INDUSTRIAL SALES COMPANY INC		29.13			
122781		12/06/2016	2323	INGRAM LIBRARY SERVICES		2,382.70			
122782		12/06/2016	3050	INSIGHT PUBLIC SECTOR		456.30			
122783		12/06/2016	88	BRIAN KINDLEY		50.00			
122784		12/06/2016	1054	MARK A KLINKER		200.00			
122785		12/06/2016	2394	KRIHA FLUID POWER CO INC		137.79			
122786		12/06/2016	2057	LA VISTA COMMUNITY FOUNDATION		60.00			
122787		12/06/2016	4425	LANDPORT SYSTEMS INC		125.00			
122788		12/06/2016	197	ROBERT S LAUSTEN JR		.00	**CLEARED**	**VOIDED**	
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122790		12/06/2016	4784	LIBRARY IDEAS LLC		1.50			
122791		12/06/2016	1666	LINCOLN POLICE DEPARTMENT		170.78			
122792		12/06/2016	263	LOVELAND GRASS PAD		19.74			
122793		12/06/2016	346	MAX I WALKER UNIFORM RENTAL		.00	**CLEARED**	**VOIDED**	
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122802		12/06/2016	98	MICHAEL TODD AND COMPANY INC		142.00			
122803		12/06/2016	398	MID-AMERICAN BENEFITS INC		630.50			
122804		12/06/2016	1526	MIDLANDS LIGHTING & ELECTRIC		96.60			
122805		12/06/2016	2299	MIDWEST TAPE		803.73			
122806		12/06/2016	1050	MILLER PRESS		525.00			
122807		12/06/2016	4085	MNJ TECHNOLOGIES		3,619.00			
122808		12/06/2016	2550	MSC INDUSTRIAL SUPPLY CO		255.40			
122809		12/06/2016	3871	NATIONAL RESEARCH CENTER INC		4,165.00			
122810		12/06/2016	1290	NEBRASKA NOTARY ASSOCIATION		100.00			
122811		12/06/2016	3303	NEBRASKA WELDING LTD		31.43			
122812		12/06/2016	4792	NEX TRAQ INC		3,448.80			
122813		12/06/2016	412	NORTHWEST AUTO CARE INC		353.33			
122814		12/06/2016	179	NUTS AND BOLTS INCORPORATED		98.54			
122815		12/06/2016	1831	O'REILLY AUTOMOTIVE STORES INC		46.18			
122816		12/06/2016	4954	OAKHAVEN HOMES INC		27,790.00			
122817		12/06/2016	1808	OCLC INC		129.42			

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER\*\*\*\*  
OPER: AKH

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122822	12/06/2016	46	OMAHA WORLD-HERALD			.00	**CLEARED**	**VOIDED**	
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122824	12/06/2016	4815	ONE CALL CONCEPTS INC			267.12			
122825	12/06/2016	3935	ORIENTAL TRADING COMPANY			141.62			
122826	12/06/2016	3039	PAPILLION SANITATION			1,467.11			
122827	12/06/2016	976	PAPILLION TIRE INCORPORATED			246.04			
122828	12/06/2016	527	PAUL DAVIS SYSTEMS INC			17,103.40			
122829	12/06/2016	4654	PAYFLEX SYSTEMS USA INC			256.50			
122830	12/06/2016	1769	PAYLESS OFFICE PRODUCTS INC			188.96			
122831	12/06/2016	1723	PENWORTHY COMPANY			979.04			
122832	12/06/2016	1821	PETTY CASH-PAM BUETHE			176.32			
122833	12/06/2016	74	PITNEY BOWES GLOBAL FIN SVCS			526.71			
122834	12/06/2016	1784	PLAINS EQUIPMENT GROUP			765.77			
122835	12/06/2016	1237	POLICE CHIEF'S ASSN OF NEBR			50.00			
122836	12/06/2016	2387	PROFESSIONAL GROUNDS MGMT SOC			135.00			
122837	12/06/2016	58	RAINBOW GLASS & SUPPLY			174.20			
122838	12/06/2016	281	RAY ALLEN MANUFACTURING CO INC			545.97			
122839	12/06/2016	191	READY MIXED CONCRETE COMPANY			2,877.74			
122840	12/06/2016	3139	RECORDED BOOKS, LLC			1,074.34			
122841	12/06/2016	3090	REGAL AWARDS OF DISTINCTION			15.50			
122842	12/06/2016	3774	RETRIEVEX			125.61			
122843	12/06/2016	4801	RICK NELSON PHOTOGRAPHY			295.00			
122844	12/06/2016	25	RIVER CITY RECYCLING			85.00			
122845	12/06/2016	1063	ROSE EQUIPMENT INCORPORATED			179.66			
122846	12/06/2016	604	ROURKE PUBLISHING COMPANY			159.70			
122847	12/06/2016	517	COLIN RUPPERT			53.49			
122848	12/06/2016	2240	SARPY COUNTY COURTHOUSE			3,852.51			
122849	12/06/2016	168	SARPY COUNTY LANDFILL			22.96			
122850	12/06/2016	1034	SCHEMMER ASSOCIATES INC			1,687.50			
122851	12/06/2016	3502	SID DILLON COMMERCIAL/FLEET			63,041.00			
122852	12/06/2016	1864	SINNETT, JEFF			219.09			
122853	12/06/2016	498	SPENCER FANE LLP			890.00			
122854	12/06/2016	3838	SPRINT			119.97			
122855	12/06/2016	4993	SUNSET LAW ENFORCEMENT LTD			975.10			
122856	12/06/2016	4869	TRANS UNION RISK AND			25.00			
122857	12/06/2016	1479	TRUCK CENTER COMPANIES			821.55			
122858	12/06/2016	3735	TY'S OUTDOOR POWER & SVC INC			24.84			
122859	12/06/2016	4979	UNITE PRIVATE NETWORKS LLC			3,850.00			
122860	12/06/2016	2426	UNITED PARCEL SERVICE			64.52			
122861	12/06/2016	2455	UNITED RENT-ALL			296.10			
122862	12/06/2016	809	VERIZON WIRELESS			160.54			
122863	12/06/2016	809	VERIZON WIRELESS			195.18			
122864	12/06/2016	1174	WAL-MART COMMUNITY BRC			.00	**CLEARED**	**VOIDED**	
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122866	12/06/2016	968	WICK'S STERLING TRUCKS INC			298.70			
122867	12/06/2016	4832	WOODHOUSE LINCLN-MAZDA-PORSCHE			270.03			
1261538	11/30/2016	1529	BANK OF NEBRASKA			3,066.27			**E-PAY**
1261539	11/21/2016	4945	ENTERPRISE FM TRUST			580.01			**E-PAY**
1261540	11/16/2016	5026	LEAF CAPITAL FUNDING LLC			700.00			**E-PAY**

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04.05.16

Fri Dec 2, 2016 12:53 PM

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1261543	3105 MARCO INCORPORATED	11/30/2016				159.00			**E-PAY**
1261544	3105 MARCO INCORPORATED	11/30/2016				205.49			**E-PAY**
1261545	5027 NE DEPT OF REVENUE-SALES TAX	11/21/2016				548.50			**E-PAY**
1261546	450 TOSHIBA FINANCIAL SERVICES	11/18/2016				127.40			**E-PAY**
1261547	180 UNITED HEALTHCARE INSURANCE CO	11/30/2016				727.53			**E-PAY**
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OUTSTANDING						2,322,780.56			
CLEARED						.00			
VOIDED						.00			
FUND					TOTAL	OUTSTANDING	CLEARED	VOIDED	
01	GENERAL FUND				199,238.71	199,238.71	.00	.00	
02	SEWER FUND				10,526.18	10,526.18	.00	.00	
04	BOND(S) DEBT SERVICE FUND				1,475,583.75	1,475,583.75	.00	.00	
05	CONSTRUCTION				97,554.46	97,554.46	.00	.00	
08	LOTTERY FUND				10,482.24	10,482.24	.00	.00	
09	GOLF COURSE FUND				341.03	341.03	.00	.00	
15	OFF-STREET PARKING				516,678.75	516,678.75	.00	.00	
16	REDEVELOPMENT				12,375.44	12,375.44	.00	.00	
REPORT TOTAL						2,322,780.56			
OUTSTANDING						2,322,780.56			
CLEARED						.00			
VOIDED						.00			

APPROVED BY COUNCIL MEMBERS 12/02/16

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

#1CLVv City Of La Vista

Cover Letter (S193)	
Check Date :	11/18/2016-1
Period Range :	10/30/2016 TO 11/12/2016
Week Number :	Week #47

#### IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

#### Payroll Totals:

#### # Checks

Total Regular Checks	0	0.00
Total Direct Deposits	174	174678.37
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
<b>Total Net Payroll</b>	<b>0 Items</b>	<b>174678.37</b>

Total Billing Impound	939.20
Total Agency Checks	153.18
Total Agency Checks DD	39511.68
Total Agency Checks Void	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC

**Sum of Checks** **215282.43**

**Total of Checks Printed** **15 Items**

Total Tax Liability	77785.62
Total Workers Comp Liability	0.00

**Total Payroll Liability** **293068.05**

Total Direct Deposits 214190.05

**Total Debited From Account** **293068.05**

#### NEXT PERIOD DATES

Check Date: 12/02/2016 Week 49  
Period Begin: 11/13/2016  
Period End: 11/26/2016  
Call In Date: 11/29/2016 Week 48

Payroll rep: Britten MaryKay

Cover Letter (S193)	
Check Date :	12/02/2016-1
Period Range :	11/13/2016 TO 11/26/2016
Week Number :	Week #49

## IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

## Payroll Totals:

## # Checks

Total Regular Checks	1	0.00
Total Direct Deposits	163	185824.75
Total Manual Checks	0	0.00
Total 3rd Party Checks	0	0.00
Total Void Checks	0	0.00
Total COBRA Checks	0	0.00
<b>Total Net Payroll</b>	<b>0 Items</b>	<b>185824.75</b>

Total Billing Impound	1235.25	
Total Agency Checks	0	0.00
Total Agency Checks DD	14	42381.57
Total Agency Checks Void	0	0.00
Total Tax Deposit Checks	Tax deposit to be made by Payroll Maxx LLC	

<b>Sum of Checks</b>	<b>229441.57</b>
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<b>Total of Checks Printed</b>	<b>14 Items</b>
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Total Tax Liability	85205.27
Total Workers Comp Liability	0.00

<b>Total Payroll Liability</b>	<b>314646.84</b>
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Total Direct Deposits	228206.32
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<b>Total Debited From Account</b>	<b>314646.84</b>
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## NEXT PERIOD DATES

Check Date: 12/16/2016 Week 51  
 Period Begin: 11/27/2016  
 Period End: 12/10/2016  
 Call In Date: 12/13/2016 Week 50

Payroll rep: Britten MaryKay

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO MASTER FEE ORDINANCE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend Master Fee Ordinance No. 1290 to add Convenience Fee for payments using credit cards and/or echecks, to amend the Emergency Medical Services fees and to amend the sewer/drainage connection fees.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City currently has agreements with two credit card processors to process credit card transactions at the point of sale within the departments. The processors charge the City a transaction fee for each credit card transaction. As the City moves forward in the implementation of the new enterprise software, the City is preparing to provide web access to various components of permitting and licensing. The key features will allow contractors and the general public to pay for permits, licenses and other fees online, a feature the City currently does not have.

Contractors and the general public will have several options available to them to pay for permits, licenses and other fees. They can continue to mail or personally deliver to city facilities the fees for permits, licenses or other fees by cash or check without any additional cost. For an added convenience through AccessMyGov portal on the city's website, contractors and the general public will be able to pay for those fees either by credit card or e-Checks. These transactions will be handled by a new processor and the current credit card processors agreements will be cancelled. The cost for this service will be paid by the contractor or the general public in a convenience fee. The convenience fee for credit cards is a 3% transaction fee with a \$2 minimum. E-Checks convenience fee is \$3 for fees under \$10,000 and \$10 for fees over \$10,000. There will be no cost to the city for handling credit card or e-Check transactions.

For consistency in Fire Services with the City of Papillion and the Papillion Rural Fire District, it is proposed to increase the Emergency Medical Services (EMS) fees to match the City of Papillion EMS fees.

The Sewer/Drainage Connection Fees that are collected and paid to Omaha will increase January 1, 2017. These have been included in this amendment to the Master Fee Ordinance.

**ORDINANCE NO. 1290**

AN ORDINANCE TO AMEND ORDINANCE NO.12591290, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

**Section 1. General Fee Schedule.** The fees and taxes charged by the City of La Vista for various services and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

**(Apply inside City limits and within the Extra-territorial zoning jurisdiction)**

**Building Permit**

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule
Plan Review Fee	
Commercial (non-refundable) permit fee (whichever is greater)	\$100 or 10% of building
Design Review (non-refundable)	
Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,000 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee fees	\$100 + Request for records
Engineer's Review	\$500
Rental Inspection Program	
License Fees:	
Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
Re-inspection Fee	\$100.00

<b>Penalty Fee Refund Policy</b>	3x Regular permit fee 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
<b>Certificate of Occupancy</b>	\$ 50
<b>Temporary Certificate of Occupancy</b>	\$750
<b>Pre-occupancy fee (Occupancy without C.O.)</b>	\$750
<b>Temporary Use Permit (includes tents, greenhouses, event structures)</b>	\$ 50 plus \$10/day
<b>Sign Permit</b>	\$150/sign
<b>Identification Sign, Incidental Sign</b>	\$75/sign
<b>Master Sign Plan (more than 1 sign)</b>	\$150
<b>Common Sign Plan</b>	\$150
<b>Temporary Sign Permit:</b>	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
<b>Tower Development Permit</b>	\$8,500(min fee) (or actual fee incurred)
<b>Co-locates – Towers</b>	\$5,000(min fee) (or actual fee incurred)
<b>Tarp Permit(valid for 6 months)</b>	\$ 30
<b>Solar Panel Permit</b>	\$ 30
<b>Satellite Dish Permit</b>	\$ 30
<b>Wading/Swimming Pools at residence</b>	\$ 30
<b>Dedicated Electrical circuit for pumps</b>	\$ 30
<b>Mechanical Permits</b>	\$30 Base fee + See
mechanical fee	
<b>Plumbing Permits</b>	\$30 Base fee + See
mechanical fee	
<b>Sewer Repair Permit</b>	\$30
<b>Backflow protector permit backflow)</b>	\$ 30 (\$22 permit & \$8
<b>Underground Sprinklers fixture)</b>	\$ 30 (\$22 issue fee & \$8
<b>Electrical Permits</b>	\$30 Base Fee + See
electrical fee	
<b>City Professional License</b>	
(Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
<b>Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence</b>	
<b>Also a \$5,000 Bond is required, naming the City as the recipient.</b>	
<b>Demolition of building Certificate</b>	\$250 plus Insurance
<b>Moving Permit (buildings 120 square feet or greater) Certificate</b>	\$250 plus Insurance
<b>Sheds and Fences</b>	\$ 30.00
<b>Sidewalks</b>	\$ 30.00
<b>Driveway Replacement</b>	\$ 30.00
<b>Driveway Approach w/o curb cut or grinding</b>	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft (\$40 set up fee;
<b>\$10 permit fee)</b>	
City charge (if City performs curb grinds)	\$50 + \$6/ft (\$40 set up fee;
<b>\$10 permit fee)</b>	
Utility Cut Permit	\$30.00
<b>Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit</b>	\$250
<b>Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit</b>	\$ 30.00/Yearly

Appeal Fee Regarding Issuance or Denial of Street Paving,  
 Resurfacing, etc. Permit \$250

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

#### **FIRE INSPECTION FEES**

##### Plan Review Fees

<u>Commercial Building</u>	<u>10% of building permit fee with a maximum of \$1,000</u>
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##### Fire Sprinkler Plan Review

1-20 devices	\$100
21-50 devices	\$200
51-100 devices	\$300
101-200 devices	\$400
201-500 devices	\$500
Over 500 devices	\$500 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

##### Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

##### Foster Care Homes:

Inspection	\$25.00
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##### Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

##### Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

##### Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

##### Sprinkler Contractor Certificate:

Annual	\$100.00
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##### Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless)

of the number of tanks)

Under ground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

#### **GRADING PERMIT FEES**

5 acres or less	\$ 500
More than 5 acres	\$1,000

#### **ZONING FEES**

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

Watershed Fees – the following fees apply to only new developments or significant redevelopments as specified in the interlocal agreement Papillion

Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

Single Family Residential Development (up to 4-plex)	\$864 per dwelling unit
High-Density Multi-Family Residential Development	\$3,803 per gross acre*
Commercial/Industrial Development	\$4,609 per gross acre*

\*Computed to the nearest .01 acre.

TIF Application \$TBD

ROW (Right of Way) Permits \$TBD

**OCCUPATION TAXES**

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class W Wholesale Beer License Holder	\$1000
Class X Wholesale Liquor License Holder	\$1500
Class Y Farm Winery License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25
(These fees are in addition to the State Fee Requirement)	
Amusement Concessions (i.e. Carnivals)	\$ 10/concession/day
(This would include any vendors set up for special functions at the La Vista Sports Complex)	
Auto dealers - new and used -	\$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each
detached facility.	
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator
over one.	
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or
alley (Additional fee for Restaurant or Bar if applicable)	
Car washes	\$100 (includes all vacuum &
supply vending machines)	
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies	
and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75
Convenience store with car wash	\$120 (Includes all vacuum &
supply vending machines)	
Dry cleaning or laundry and tailoring	\$ 50

Funeral homes	\$150
Gaming Device Distributors profits exempt)	5% of gross receipts (non-
Games of Chance/Lotteries profits exempt)	5% of gross receipts (non-
Games of Chance/Lottery License Fee additional	\$ 50/1st location - \$10/ea
Gas Companies	5% of gross receipts
 Hawkers/Peddlers	 \$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

**Hotels/motels** – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classification(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.

Movie theatres	\$150/complex and
\$75/viewing room	
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
 Pawnbrokers	 \$ 1.00/pawnbroker
transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	

**Professional services** - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses - indoor and outdoor	\$100
Restaurants, Bars, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees)

**Retail, Manufacturing, Wholesale, Warehousing and Other** - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the

Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75
Service stations selling oils, supplies, accessories for service at retail car wash	\$ 75 + \$25.00 for attached
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License Statute)	\$ 15 (based on State)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee ( 60-90 days)	\$ 75
Late Fee ( over 90 days)	Double Occupation tax or \$100, whichever is greater
<b><u>COVENIENCE FEES</u></b>	
Credit Cards	3% of transaction with \$2
minimum transaction	
E-Checks	\$3 for transactions < \$10,000
	\$10 for transactions >
	<u>\$10,000</u>
<b><u>OTHER FEES</u></b>	
Barricades	
Deposit Fee(returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered

	\$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$1
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
<b>MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES</b>	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
<b>Parking Ticket Fees</b>	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
<b>Pawnbroker Permit Fees:</b>	
Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License License)	\$ 50 (In addition to Occ.)
Police Officer Application Fee	\$ 20
Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr/truck + \$25,000
Performance Bond	

#### PUBLIC RECORDS

Request for Records	\$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD
*Copy costs shall be established by the Finance Director	
Unified Development Ordinance	\$100

Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15 \$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15 \$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD
Criminal history	\$ 10

#### **FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm  
(not to include single family or duplexes)

#### **RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS**

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10

Air Bags	\$50
High Lift Jack	\$20

**Supplies:** The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

#### **RESCUE SQUAD FEES**

<u>BLS-Basic Life Support Emergency-Base</u>	<u>\$600650</u>
<u>Advanced Life Support Emergency Level I</u>	<u>\$700750</u>
<u>Advanced Life Support Emergency Level 2</u>	<u>\$800950</u>
<u>Mileage Rural- per loaded mile</u>	<u>\$ 1415</u>

#### **LIBRARY FEES**

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
<b>Fax</b>		\$2.00 up to 5 pages
<b>Fines</b>		
Books		\$ .05/day
Audio Books		\$ .10/day
DVDs/CDs		\$ 1.00/day
Videos		\$ .10/day
<b>Damaged &amp; Lost Books</b>		\$5.00 processing fee + actual cost
<b>Videos /DVDs/CDs</b>		\$5.00 processing fee + actual cost
<b>Color Copies</b>		\$ .50
<b>Copies</b>		\$ .10
<b>Inter-Library Loan</b>		\$3.00/transaction
<b>Lamination – 18" Machine</b>		\$2.00 per foot
<b>Lamination – 40" Machine</b>		\$6.00 per foot
<b>Children's Mini-Camp</b>		\$10.00 per week

#### **RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on
all approved refunds	
<u>Late Registration Fee</u>	\$10.00

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
<b>Facility Rental</b>			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym/Stage (Rental)	\$420/Day	\$840/Day	\$840/Day
Gym/Stage (Deposit)	\$215	\$420	\$420
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Meeting Rooms (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Kitchen (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour

Club House	\$ 24/Hour	\$ 44/Hour	\$ 54/Hour
<b>Facility Usage</b>			
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors +55)	\$ -0-	\$ 2.00	
<b>Fitness Room (19 and up)</b>			
Membership Card	\$27.00/month		
<b>(Exercise Room, Gym, Racquetball/Volleyball Courts)</b>			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
<b>Gym (19 and up)</b>			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		
Non-resident Punch Card	\$35.00		
Non-resident Punch Card	\$20.00		
Ind. Weight Training			
Classes	\$ 25		

Variety of programs as determined by the Recreation Director  
Fees determined by cost of program

Classes	<u>Contractor</u>	<u>City</u>
	75%	25%

Contract Instructor Does Registration and Collects Fees

Other Facilities:

	<u>Resident</u>	<u>Non-Resident</u>
Tournament Fees	\$ 30/Team/Tournament	\$
30/Team/Tournament		
Gate/Admission Fee	\$ 40/Field/Day	\$ 40/Field/Day
Model Airplane Flying	10% of Gross	
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Field Rentals	\$40/2 hours	Resident and Non-
Resident		
Park Shelters	\$15/3 hours	\$25/3 hours
Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55
Swimming Pool memberships and specials prices shall be established by the Finance Director		
Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$ 105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 33/43	\$53/63

3 yr. old Soccer Clinic	\$17/27	\$22/33
<b>Programs</b>		
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

### Special Services Van Fees

<b>Zone 1 Trip within city limits (LaVista &amp; Ralston)</b>	<b>\$1.00 one way</b>
Includes trips to grocery stores and senior center	
<b>Zone 2 Trip outside city limits</b>	<b>\$3.00 one way</b>
<b>Zone 3 Trip outside city limits</b>	<b>\$10.00 one way</b>
<b>Bus pass (each punch is worth \$1.00)</b>	<b>\$30.00</b>

## **Section 2. Sewer Fee Schedule.**

### §3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
  - 1. The customer charge is as follows
    - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$10.09 per month.
    - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$10.09 per month plus an amount equal to \$3.82 times the total number of dwelling units, less one, in the Multi-Family dwellings that comprise an apartment complex. The customer charge for Residential-Multi Family sewer service users will be billed

by the City of La Vista in addition to the flow charge billing from the Metropolitan Utilities District. A late charge of 14% will be applied for for Multi-Family sewer use billings.

- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$10.82 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$20.82. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
2. The flow charge for all sewer service users shall be \$2.94 per hundred cubic feet (ccf).
3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

**Section 3. Sewer/Drainage Connection Fee Schedule.** A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2016	Effective 1/1/2017
Residential		
Single Family Dwelling	\$1,166	<u>\$1,232</u>
Duplex	\$1,166/unit	<u>\$1,232/unit</u>
Multiple Family	\$ 909/unit	<u>\$ 961/unit</u>
Commercial/Industrial	\$6,331/acre of land as platted	<u>\$6,690/acre of land as platted</u>

The fee for commercial (including industrial) shall be computed on the basis of \$6,331 per acre within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. **Changes in Use.** If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. **Existing Structures.** Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. **Preconnection Payments.** Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. **Sewer Tap and Inspection and Sewer Service Fees.** The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection

fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

**Section 4. Sewer Inspection Charges Established for Installation.** Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

**Section 5. Miscellaneous Sewer Related Fees:** Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

**Section 6. Repeal of Ordinance No.12591290.** Ordinance No. 4259-1290 as originally approved on September 16, 20152016, and all ordinances in conflict herewith are hereby repealed.

**Section 7. Severability Clause.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**Section 8. Effective Date.** This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE BRUSH CHIPPER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) 2016 Vermeer BC1500 Brush Chipper from Vermeer High Plains, Lincoln, Nebraska, for an amount not to exceed \$49,813.00.

**FISCAL IMPACT**

The FY17 General Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The purchase is being made off the National Joint Powers Alliance (NJPA) contract #070313-VRM. The new brush chipper is replacing a 2000 Bandit chipper which was originally a joint purchase between La Vista and Papillion. The city of Papillion has since purchased their own chipper several years ago. The park staff conducted demonstrations on four different chippers and recommended the Vermeer BC1500 as the best unit.

Nebraska Department of Environmental Quality (NDEQ) will be reimbursing \$25,000 of the purchase price through a Litter Reduction Grant secured by the City.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2016 VERMEER BC1500 BRUSH CHIPPER FROM VERMEER HIGH PLAINS, LINCOLN NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$49,813.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a brush chipper for the Parks Division is necessary, and

WHEREAS, the FY 17 General Fund Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2016 Vermeer BC1500 brush chipper from Vermeer High Plains, Lincoln Nebraska for an amount not to exceed \$49,813.00.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

**ATTEST:**

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**Pamela A. Buethe, CMC**  
**City Clerk**

## BC1500 - 15" Brush Chipper with Tier 4 Final Engine

Basic Unit w/o Winch (Use this pricing if specifications beyond those shown below are desired)

BC1500 Brush Chipper (15" capacity drum style) w/ 130 hp Cummins 3.8L Tier 4 Final turbocharged diesel engine, SCR exhaust system w/ DEF tank, high coolant temperature and low oil pressure automatic shutdown; isolated engine and cutter housing; spring loaded clutch; live hydraulics, lockable control panel cover, variable speed dual vertical feed rollers; selectable SmartFeed; Ecodile; telescoping tongue; pintle hitch; lockable toolbox; lockable engine shield; infeed curtain; dual-edged knives; infeed table w/ lower feed stop bar (009); domestic trailer option (092); domestic 6-way round trailer plug (040); non-winch (028); electric brake (095); manual chute rotation right side (016); LT285/75R16E flotation tires (076); right side controls and instrumentation (052)

For additional options, see "Optional Features" section below.



Basic Unit Price:

Value Package (21VP) (Receive additional savings by ordering your unit with the most commonly requested specifications)

To receive addl savings, order unit as specified above, "As Is" with NO change to options shown above.



Value Package Price:

**\$55,313.00**

To receive "Optional Features" below, add to "Basic Unit" price above to arrive at final pricing. DO NOT add to "Value Package" pricing:

**Optional Features:**

	Add to Basic Unit Price:
<input type="checkbox"/> Winch w/ right side manual hydraulic directional controls (029); in lieu of non-winch (028)	
<input type="checkbox"/> Hydraulic Discharge Chute (rotation & deflector) (080)	
<input type="checkbox"/> Biodegradeable Oil (998)	
<input checked="" type="checkbox"/> Miscellaneous Features: sales code _____	-\$6,250.00

Subtotal: **\$49,063.00**

Dealer Freight & Prep: **\$750.00**

Quantity: **1**

Total: **\$49,813.00**

Enter Sales Tax %: \_\_\_\_\_

Sales Tax: **\$0.00**

**Grand Total: \$49,813.00**

Pricing effective 10/01/16

NOTE: All pricing in USD \$

Quotes valid for 30 days

Date:

Contact Name:

Store #:

Company:

Address:

Phone #:

PO #:

Delivery Request:

Vermeer Dealer:

Vermeer Phone #:

ACCEPTED:

Vermeer

Customer

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



# BC1500 BRUSH CHIPPER

## GENERAL

**Length:** 14.9' (4.5 m)  
**Width:** 86" (218.4 cm)  
**Height:** 104" (264.2 cm)  
**Weight (with winch):** 6907 lb (3133 kg)  
**Weight:** 5825 lb (2642.2 kg)

## ENGINE

**Make/Model:** Cummins QSB4.5 Turbo Tier 4I (Stage IIIB)  
**Gross Horsepower:** 130 hp (97 kW)  
**Fuel tank:** 45 gal (170.3 L)  
**Torque (max):** 459 ft-lb (622.3 Nm) @ 2400 rpm  
**Fuel type:** Diesel  
**Number of cylinders:** 4  
**Cooling medium:** Liquid

## FEED/DISCHARGE SYSTEM

**Chipping capacity (max):** 15" (38.1 cm)  
**Infeed opening height:** 20" (50.8 cm)  
**Infeed opening width:** 15" (38.1 cm)  
**Feed table height:** 32" (81.3 cm)  
**Feed speed (max):** 122 ft/min  
**Feed roller dimensions:** 20.9" (53.1 cm) diameter

## CUTTING SYSTEM

**Drum dimensions:** 22.5" diameter x 22" wide  
(57.2 cm x 55.9 cm)  
**Drum speed:** 1980 rpm  
**Knives:** Two A8 chipper steel reversible  
**Bedknife:** 2 usable edges  
**Engagement type:** Automotive-style clutch

## HYDRAULICAL SYSTEM

**Hydraulic tank:** 12 gal (45.4 L)  
**Hydraulic flow (max):** 5.5 gpm

## ELECTRICAL

**System voltage:** 12 V  
**Lights:** LED brake, turn, tail, license, side indicators

## CHASSIS/BRAKES

**Frame:** 7" x .25" (17.8 cm x .6 cm) Z-channel  
**Tires:** LT285/75R16 load range E (flotation)  
**Axle/Suspension:** 7000 lb (3175.2 kg) rubber torsion  
**Electrical brakes with breakaway switch**

## OPTIONS

Extended warranty  
Special paint  
Planned maintenance  
Confidence Plus  
Winch

## NOTES:

Vermeer Corporation reserves the right to make changes in appearance, design and specifications, and improvements in its products without notice or obligation. Equipment shown is for illustration purposes only and may display optional accessories or attachments. Please contact your local Vermeer dealer for more information on specific options. Vermeer, the Vermeer logo, Equipped To Do More and TerraMax are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries.

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Vermeer



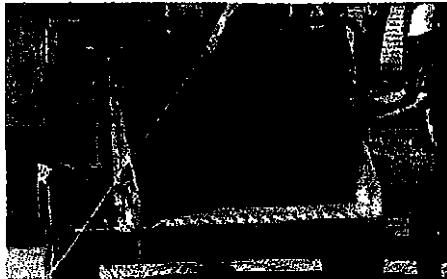
EQUIPPED TO  
DO MORE.

# BC1500

## BRUSH CHIPPER



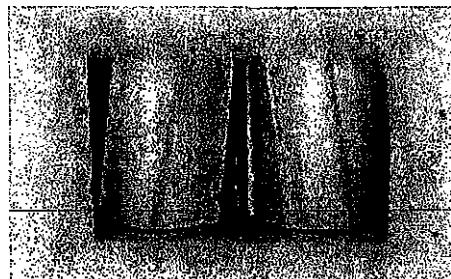
**CHIPPING PRODUCTIVITY.** The SmartFeed system monitors engine rpm and automatically stops and reverses the feed rollers to enhance production. This system also senses feed roller jams and manipulates the material automatically to reduce the need for manual control bar use.



**EASILY LIFT HEAVY MATERIAL.** An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line can handle logs up to 2000 lb (907.2 kg) and can automatically lift the log onto the feed table.



**OPERATOR SAFETY.** Mounted over the feed table, the four-position upper feed control bar enables the operator to stop the feed rollers and select forward/reverse. The patented bottom feed stop bar is strategically located to make it possible for an operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.



**SMOOTH FEEDING.** Vertical feed rollers with helical cleats help hold material firmly to the infeed table which reduces vibration, shock and structural loading to the rear of the machine.

**ECOIDLE™**

**ECOIDLE™ ENGINE CONTROL SYSTEM.** When the ECOidle function is selected by the operator, the engine speed automatically lowers to a preset rpm after 60 seconds or 5 minutes of inactivity to help reduce fuel consumption when not chipping material. Due to this idling, noise and greenhouse emissions are also reduced.



**EXTENDED WARRANTY.** The 3-year/3000-hour extended warranty on drum housings, cutter drums, shaft and ring-fitter hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.

**Vermeer**

EQUIPPED TO  
DO MORE.™

D  
ITEM

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PERFORMANCE MANAGEMENT CONSULTANT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Management Education Group, Inc. for professional consulting services related to management training and calibration processes outlined in the performance management system in an amount not to exceed \$21,000.00 plus travel expenses.

**FISCAL IMPACT**

The FY17 General Fund budget contains funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

An internal employee group looked at evaluation systems and instruments from several other cities and through its research discovered that the Management Education Group, Inc. has led a number of cities through the process of aligning a City's strategic plan and core values with the day-to-day activities of staff and ultimately reinforcing performance expectations through the performance management process. A major component of creating a successful performance management system is supervisor and employee training, which is a specialty of the Management Education Group, Inc.

The foundational training for supervisors and employees was held February 23-26, 2016. This focused on the one-on-one communications between the supervisor and the employee. The proposal presented will develop the supervisor's abilities on preparing, presenting and calibrating individual evaluations. This proposal will also provide continued on-going training via webinars. With this training, the City will have come full circle in improving the evaluation process.

Attached you will find the Group's proposal outlining the consulting and training services for La Vista, as well as course outlines for the supervisor and employee training.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH MANAGEMENT EDUCATION GROUP, INC. FOR PROFESSIONAL CONSULTING SERVICES RELATED TO MANAGEMENT TRAINING AND CALIBRATION PROCESS RELATED TO PERFORMANCE MANAGEMENT SYSTEM IN AN AMOUNT NOT TO EXCEED \$21,000 PLUS TRAVEL EXPENSES.

WHEREAS, the City Council of the City of La Vista has determined that the selection of a consultant for redefining the City's performance management system is necessary; and

WHEREAS, the FY17 General Fund budget includes funding for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with Management Education Group, Inc. for consulting services related to management training and calibration process related to performance management system in an amount not to exceed \$21,000 plus travel expenses.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **Performance Management Training and Calibration Processes**

Proposal offered to  
**City of La Vista, Nebraska**

November 7, 2016

Mandy Garrod, CMC  
Human Resources Manager  
Deputy City Clerk  
City of La Vista

Dear Ms. Garrod,

It is my pleasure to submit this proposal to the City of La Vista for performance management training and calibration processes. Based on conversations with you, as well as with Marnie Green, we have developed the following plan to continue to support you and your management team.

### **Proposal Summary**

In 2015 and 2016 we provided consulting to the city's leadership and performance management teams to establish a new system for managing employee performance. Foundational training to launch this effort was provided to supervisors and employees in early 2016. The services offered in this proposal continue to support those efforts through performance evaluation training, rating calibration sessions, and on-going training webinars.

### **Implementation Options and Costs**

To ensure full implementation of the performance management system that was initiated in early 2016, we propose the following:

- Conduct half-day workshop for supervisors/managers in February 2017 on writing the evaluation, rating performance, and delivering the performance evaluation
  - Timeframe: three sessions – on-site for two days
- Conduct the calibration sessions in March 2017
  - Timeframe: two days of facilitated sessions with supervisors and managers

- Once the calibration is done, managers and supervisors will then have performance evaluation conversations with employees
- Present the Painless Performance Conversations and several modules of the Painless Performance Evaluations webinar series to supervisors and managers at intervals before and after the training to build management skills. We recommend you assemble groups of managers, show a recording, and then facilitate the discussion using the discussion guides. Doing one of these a month between now and next February will keep the principles presented in the training front-of-mind and give you an opportunity to continue to reinforce the principles of performance management. Detailed information about the webinars can be found on our website at: <http://managementeducationgroup.com/resourcelist/>

Our fee for the training, facilitation of calibration sessions, and one year license of the two webinar series is \$21,000 plus travel expenses.

### **Materials and Logistics**

The Management Education Group, Inc. will supply a master copy of the handouts for each training session to the City of La Vista at least one week prior to the training session. Training materials developed for this assignment are the property of the Management Education Group, Inc. and may not be reproduced without the expressed consent of Marnie E. Green, Principal Consultant. Should the City of La Vista desire to reuse the training materials in the future, a licensing agreement will be executed.

The City of La Vista will coordinate meetings for the consultant with the managers and supervisors. All internal communication about this effort will be coordinated by the City of La Vista. For the on-site training and calibration sessions the City of La Vista will provide an appropriate facility for each training session and the following:

- One copy of required handout materials for each participant
- Screen
- LCD projector
- Projection table or stand
- Flipchart stand and pad
- Refreshments, if desired

### **Payment Terms**

A deposit of 50% of the total fee will be due prior to the start of the project to secure our services. Webinar access will begin when the deposit is received. The balance and associated travel costs will be billed at the end of each on-site event. In addition, the City of La Vista agrees to pay all travel costs associated with this assignment including airfare to Nebraska from Connecticut, transfers, ground transportation, parking, hotel, meals, and incidentals.



Should the need arise to conduct additional training or on-site coaching sessions beyond the scope of the options defined in this proposal, services will be provided at a cost of \$4,000 per day plus travel expenses.

Please contact me at 860-965-1617 or via email at [ccplk@comcast.net](mailto:ccplk@comcast.net) to discuss our next steps. I look forward to working with you!

Sincerely,

Cheryl L Cepelak  
Senior Consultant  
Management Education Group, Inc.

E

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 THE LOCATION AND IN THE AMOUNT CITED HEREIN.

WHEREAS, the property owners of  
7613 Terry Drive Lot 6335 La Vista Replat, \$755.82  
were notified to clean up their property as they were in violation of the City  
Municipal Code, Sections 50.03 and 133.01, or the City would do so and bill  
them accordingly, and

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

WHEREAS, the City sent the property owner a bill for said clean up which has 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 a Special Assessment for Improvements in the  
amount and against the property specified above, located within Sarpy County,  
La Vista, Nebraska.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

---

Pamela A. Buethe, CMC  
City Clerk

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

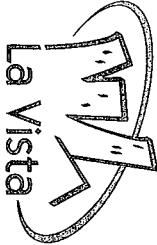
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

N/A  
Postmark  
Here

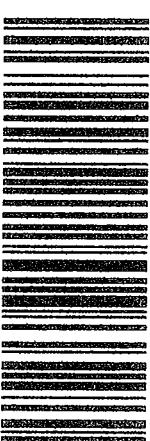
*11/11/16*

Sent To  
Ellen Roy  
Street, Apt. No.,  
or PO Box No. 7613 Terry Dr.  
City, State, ZIP+4 La Vista NE 68128

PS Form 3800, August 2006  
See Reverse for Instructions



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



7013 2250 0001 8089 6349



*seen w/ BWS*

NOV 02 2016

*MTF*  
Ellen Roy  
7613 Terry Dr.  
La Vista, NE 68128

RECEIVED  
NOV 07 2016  
By \_\_\_\_\_

By \_\_\_\_\_

RECEIVED  
NOV 07 2016  
By \_\_\_\_\_

By \_\_\_\_\_

NOT RETURNABLE TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

232598146035205

68128-2198



November 1, 2016

Ellen Roy  
7613 Terry Drive  
La Vista, NE 68128

RE: Lot 6335 La Vista Replat

Dear Ms. Roy;

On September 20, 2016, the property at 7613 Terry Drive in La Vista, NE was in violation of the City of La Vista's Municipal Code, Sections 50.03 and 133.01, and notification was made to correct the violations by September 30, 2016 or the city would correct it at the expense of the property owner. On October 5, 2016 the Public Works Department cleaned up the excess debris and mowed and line trimmed the front and back yard. The cost of \$755.82 was incurred by the City for the work. The cost breakdown is as follows:

Administrative Fee	\$	50.00
<b>Clean Up Costs</b>		
Three workers – 3 hours	\$	259.86
Equipment Cost	\$	423.00
Material Costs	\$	22.96
<b>TOTAL</b>	\$	<b><u>755.82</u></b>

Please remit \$755.82, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on December 6, 2016, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

*Pamela A. Buethe*  
Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

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

**Public Buildings & Grounds**  
8112 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

**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

Date 9-20-16 / 7049 / 16-12434

Location 7613 Terry Dr.

Violation 50.03 / 133,01

Time to Comply 5 days

Description WASIE back yard, overgrown yard

Follow-up Officer

Robert & Ellen Roy



# La Vista Police Department

## Code Enforcement Case Management

Date/Time Initiated: 9-20-16/ 1049

Report Number: 16-12434

Case Address: 7613 Terry Dr.

Name of Property Owner/Resident: Robert & Ellen Roy

Code Violation(s): 50.03/ 133.01—trash & grass/weeds

Date	Notes/Follow Up
9-20-16	Observed trash in front of the house, yellow tag issued, IR# 16-12434.
9-26-16	Paul Wilson came to the office and advised a bank in Texas has the
mortgage, because Mr. Roy Passed away.	
9-30-16	Contacted Nationstar Mortgage in Coppell Texas and advised them of the
situation. They were non-helpful, refused to give any information about	
maintenance company, or if they even had one.	
9-30-16	Request for work order sent to Public Works do to health issue.
10-5-16	Public works did a cleanup and mowed and line trimmed the yard.

October 24, 2016



To: Colin Ruppert  
Code Enforcement  
Police Dept.

Fr: Cindy Norris  
Administrative Secretary  
Public Works Dept.

RE: Residential Property Clean-Up  
7613 Terry Dr.

The following is a list of the expenses incurred by the Public Works Department on October 5, 2016, while mowing and line-trimming the front and back yard, and removing an excessive amount of debris from the property at 7613 Terry Dr., per your request.

**LABOR:**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Employee #1	3	29.23	87.69
Employee #2	3	20.63	61.89
Employee #3	3	36.76	110.28
<b>Total Labor</b>	<b>9</b>		<b>\$ 259.86</b>

**EQUIPMENT:**

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
(2) 1-ton pickups @ \$25.00/each	3	50.00	150.00
(1) Dump Truck	3	43.00	129.00
(1) JD Mowing Tractor 1445	3	25.00	75.00
(1) Leaf blower	3	8.00	24.00
(2) Line trimmers @ \$7.50/each	3	15.00	45.00
<b>Total Equipment</b>			<b>\$ 423.00</b>

**MATERIALS:**

(1) Sarpy Landfill ticket (Account code 01.22.0401)	\$22.96
<b>Total Materials</b>	<b>\$22.96</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS:** **\$ 705.82**

**Cindy Norris**

**From:** Colin Ruppert  
**Sent:** Monday, October 03, 2016 1:26 PM  
**To:** Cindy Norris  
**Subject:** 7613 Terry Dr.

Councilman Ronan has asked about this house. It was tagged on the 20<sup>th</sup> of Sept., Nationstar Mortgage out of Texas is the mortgage holder from what I understand, and when I called them, they were of zero help, so if at all possible could we have a crew go there and pick up the trash and junk from in front of the house. Also, I did ask Ann to see about getting Jeff or Brad involved because I'm pretty sure the house should be condemned. If you happen to find out possibly when a crew might be there I will meet them there to help with the clean up if possible.

Thank you very much,  
Lucky

SARPY COUNTY LANDFILL  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046

000055 CITY OF LAVISTA  
8116 PARKVIEW BOULEVARD  
LAVISTA NE 68128-2198

SITE	TICKET	GRID		WEIGHMASTER	
02	810436			BILLY	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
10/05/16	10/05/16	13:08	13:25	551122	
REFERENCE		ORIGIN			
		7613 Terry Dr.			

Scale 1 Gross Wt.	20820	LB	Inbound - Charge ticket
Scale 1 Tare Wt.	19300	LB	
Net Weight	1520	LB	

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	Fee	TOTAL
0.76	TON	MSW-IN COUNTY	28.96	22.01	0.95	22.96
		<div style="border: 1px solid black; padding: 5px; display: inline-block;">           Date <u>10-12-16</u> <input type="checkbox"/> Pay by Petty Cash            Code. <u>01.22.0401</u> Dept. Head _____            Dept. Head _____         </div>				

Operating hours 6:00AM to 4:30PM Monday thru Saturday.  
This is to certify that this load does not contain any  
hazardous materials, medical waste or liquids of any  
type.

NET AMOUNT  
22.96  
TENDERED  
  
CHANGE  
  
CHECK NO.

WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE \_\_\_\_\_

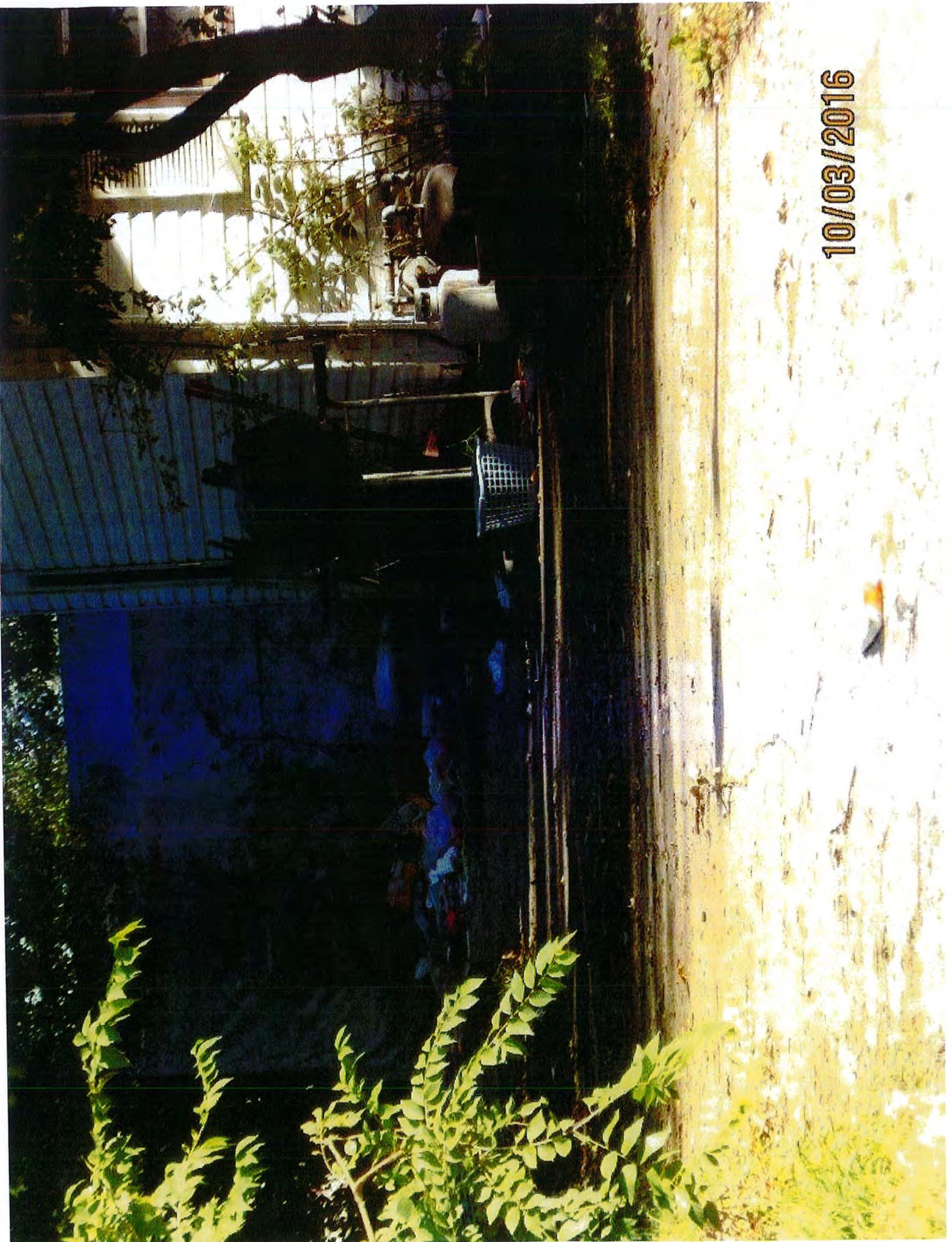
10/03/2016



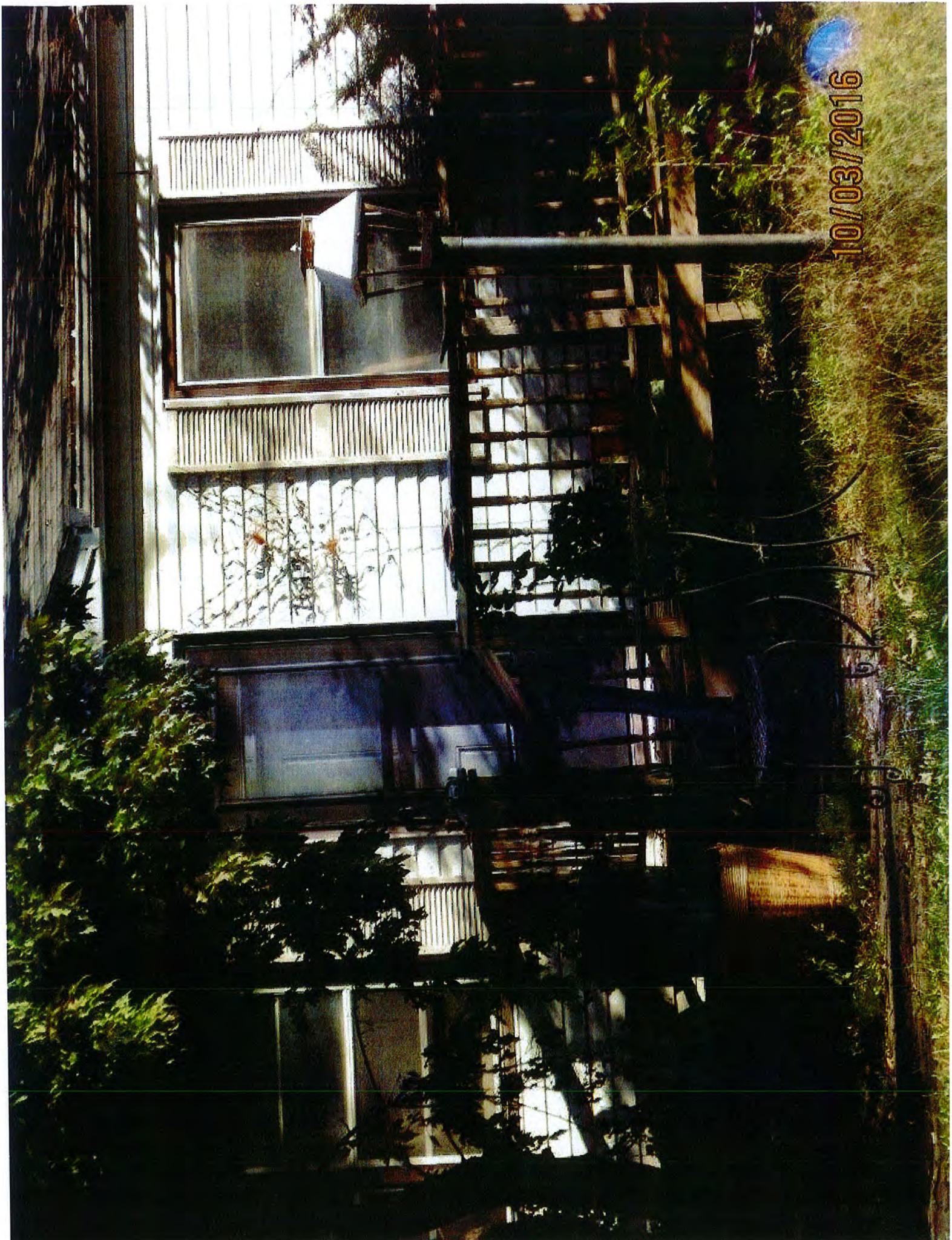
10/03/2016



10/03/2016



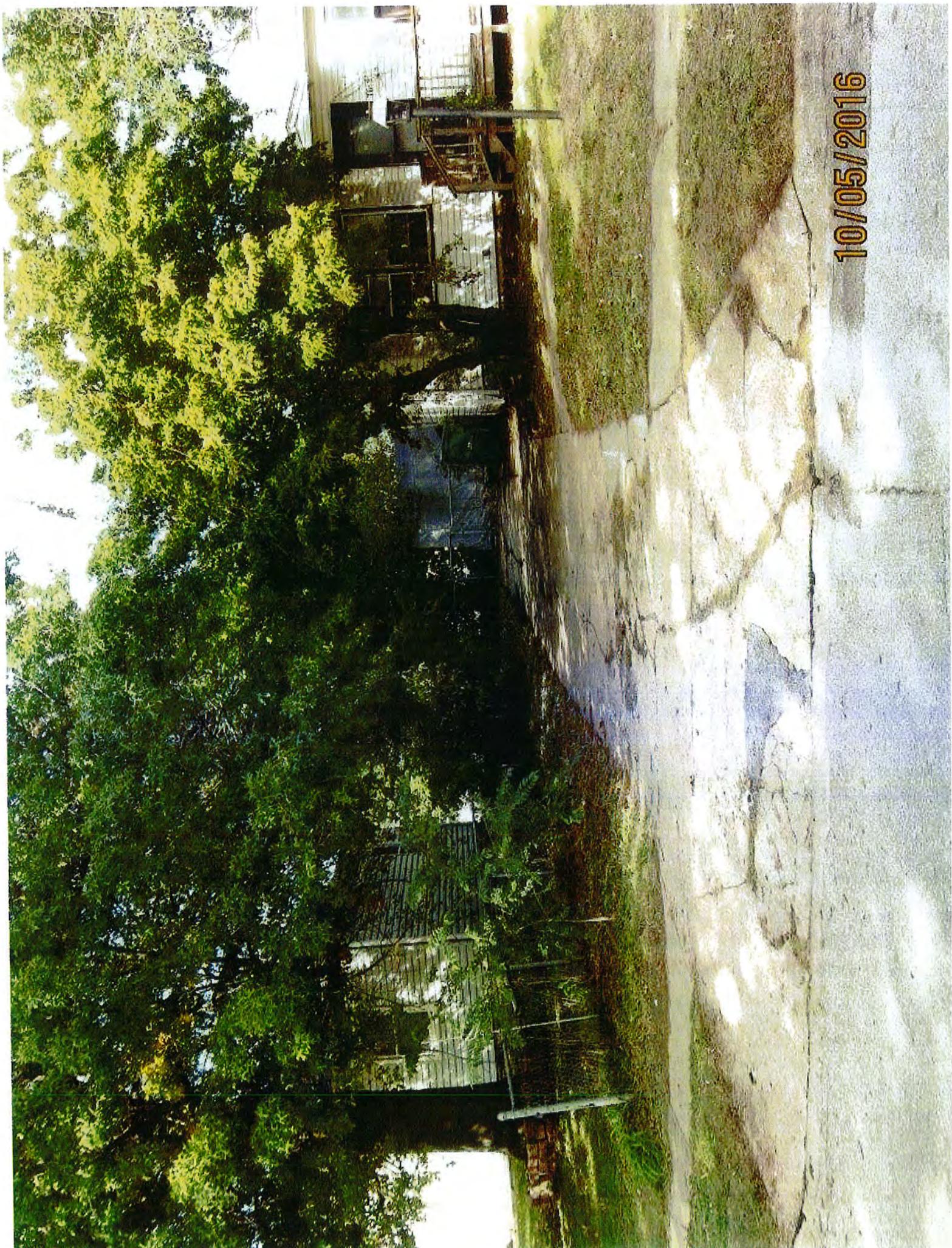
10/03/2016



10/05/2016



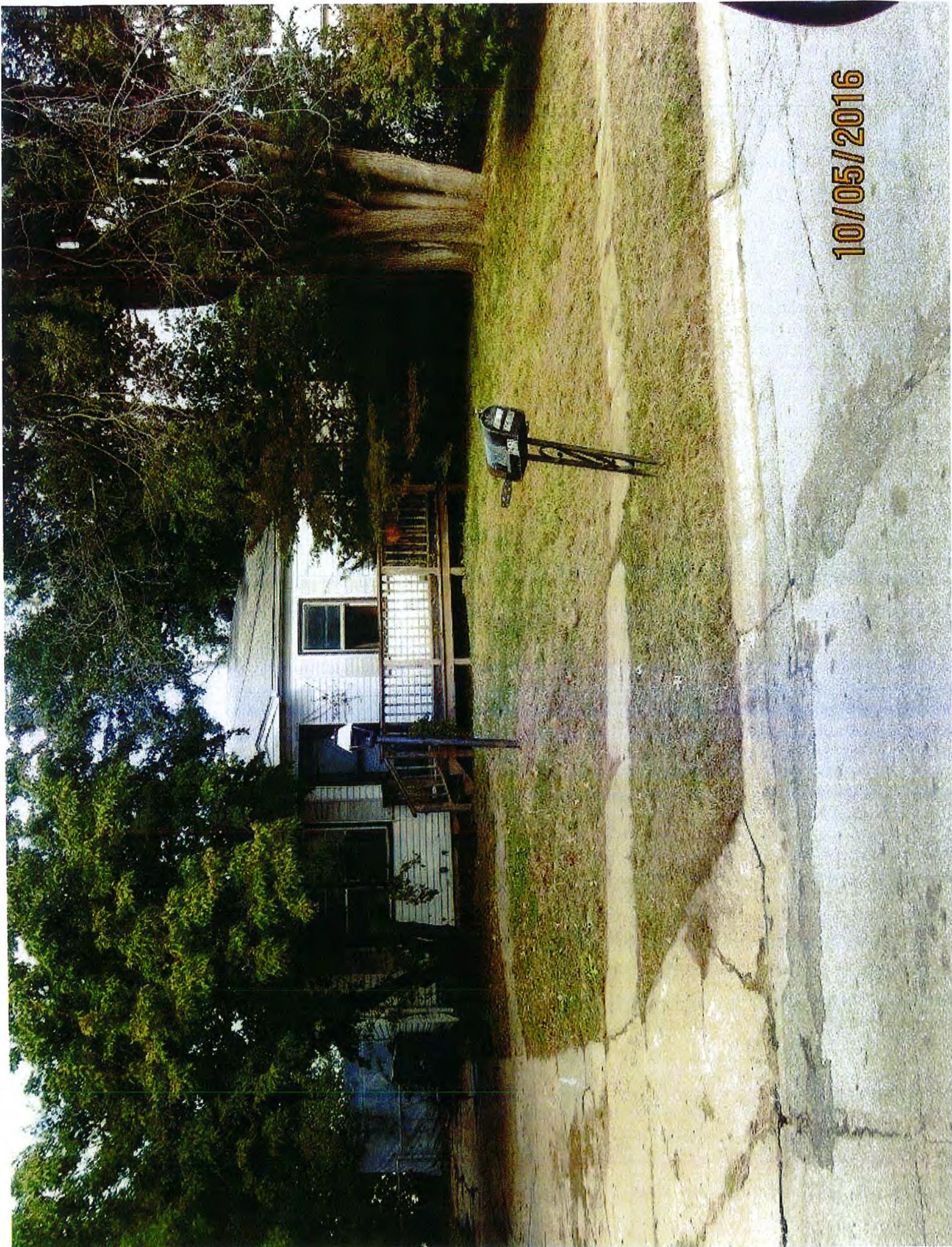
10/05/2016



10/05/2016



10/05/2016



Active

**Parcel Number:** 010557636  
**Location:** 07613 \TERRY DR  
**Owner:** ROY/ROBERT B L & ELLEN K  
**C\O**  
**Mail Address:** 7613 TERRY DR  
LA VISTA NE 68128-0000  
**Legal:** LOT 635 LA VISTA REPLAT  
**Tax District:** 27002  
**Map #:** 2959-14-1-30051-000-0627  
**Property Class:** 1000 NBHD Code: LLV



Click Picture for Larger View.

THIS IS NOT A PROPERTY RECORD FILE [What does this mean?](#)

*Pulled from website 11/11/16  
Did not send off letter*

## Valuation Information

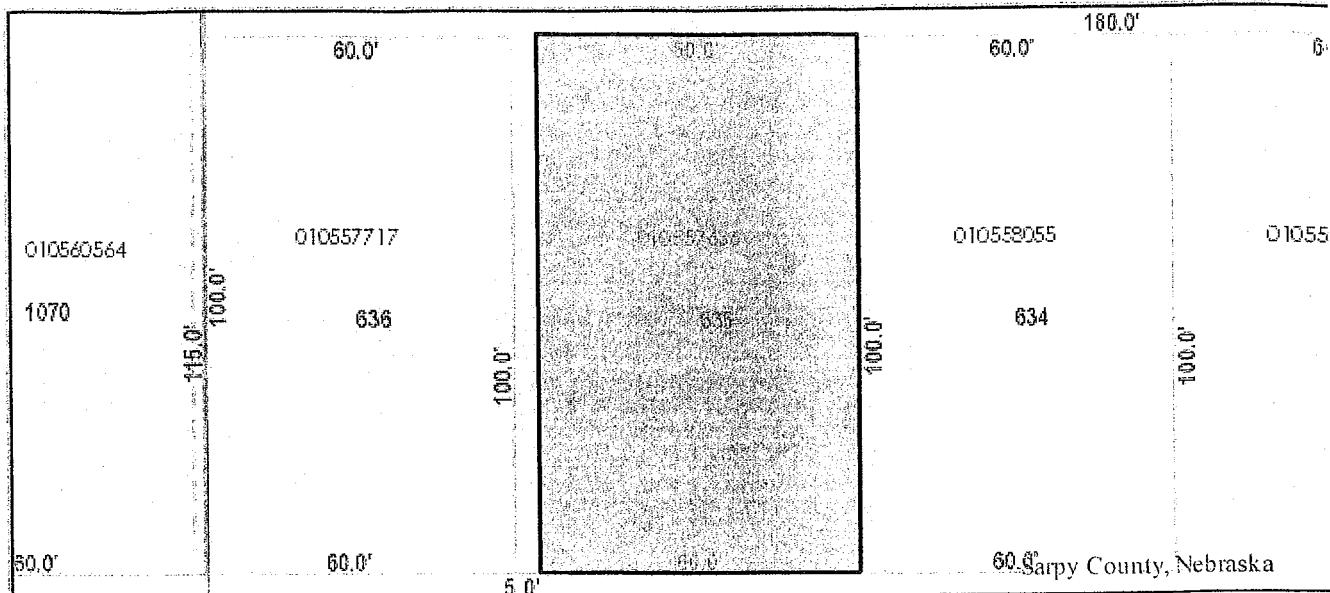
### Valuation

#### Partial Valuation Information

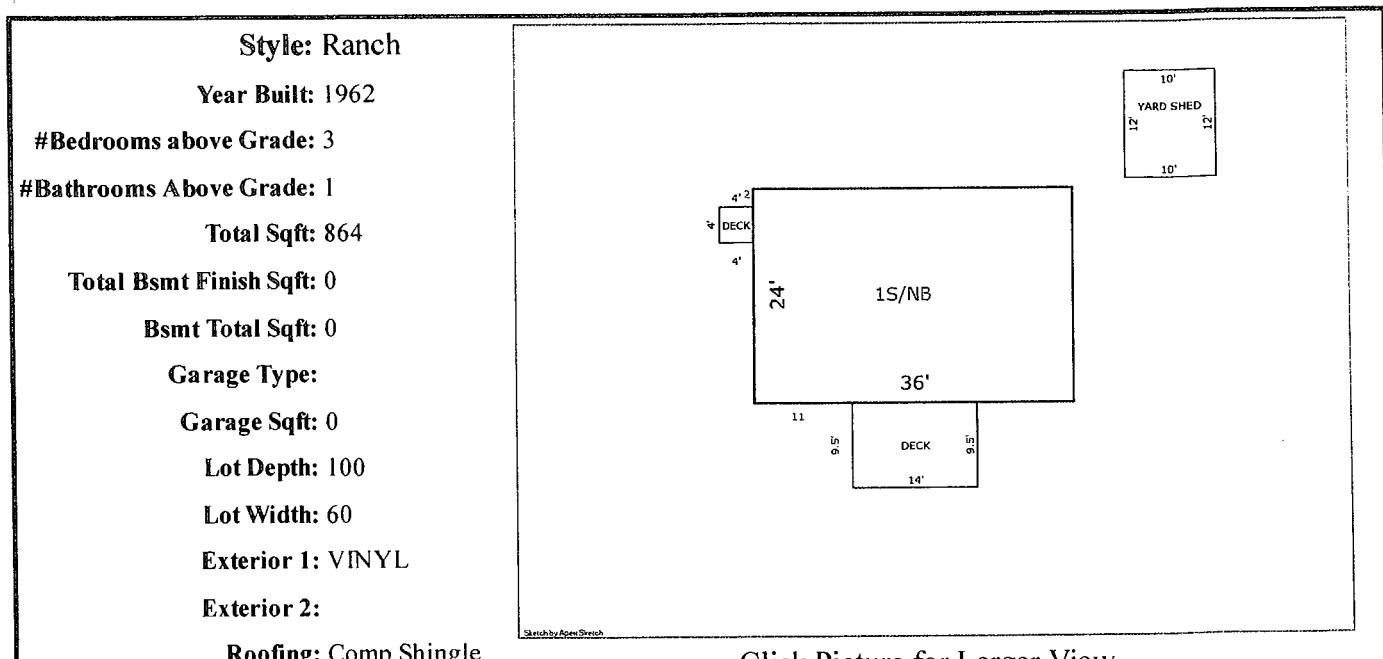
#### Form 191 Information

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV	Form 191
2016	\$18,000	\$56,780	\$0	\$74,780	NO	NO
2015	\$18,000	\$56,400	\$0	\$74,400	NO	NO
2014	\$18,000	\$53,852	\$0	\$71,852	NO	NO
2013	\$18,000	\$50,974	\$0	\$68,974	NO	NO
2012	\$18,000	\$57,306	\$0	\$75,306	NO	NO
2011	\$18,000	\$58,556	\$0	\$76,556	NO	NO
2010	\$18,000	\$59,027	\$0	\$77,027	NO	NO
2009	\$18,000	\$64,479	\$0	\$82,479	NO	NO
2008	\$18,000	\$61,024	\$0	\$79,024	NO	NO
2007	\$18,000	\$57,650	\$0	\$75,650	NO	NO
2006	\$18,000	\$55,257	\$0	\$73,257	NO	NO
2005	\$18,000	\$51,163	\$0	\$69,163	NO	NO
2004	\$18,000	\$47,429	\$0	\$65,429	NO	NO
2003	\$18,000	\$45,778	\$0	\$63,778	NO	NO
2002	\$18,000	\$43,664	\$0	\$61,664	NO	NO
2001	\$16,000	\$45,036	\$0	\$61,036	NO	NO
2000	\$15,520	\$41,145	\$0	\$56,665	NO	NO
1999	\$15,360	\$36,938	\$0	\$52,298	NO	NO
1998	\$11,280	\$34,934	\$0	\$46,214	NO	NO
1997	\$45,524	\$0		\$45,524	NO	NO
1996	\$39,165	\$0		\$39,165	NO	NO
1995	\$35,984	\$0		\$35,984	NO	NO
1994	\$32,713	\$0		\$32,713	NO	NO
1993	\$31,455	\$0		\$31,455	NO	NO
1992	\$31,455	\$0		\$31,455	NO	NO
1991	\$31,675	\$0		\$31,675	NO	NO
1990	\$31,675	\$0		\$31,675	NO	NO
1989	\$31,675	\$0		\$31,675	NO	NO
1988	\$30,785	\$0		\$30,785	NO	NO

# Residential Information for 1 January Roll Year 2016



**Precinct:** 34  
**MCC:** 5  
**USHouse:** 2  
**CityWard:** La Vista Ward 2  
**Co\_Comm:** 4  
**SupCrt:** 4  
**LearnComm:** 6  
**StateSenate:** 14  
**NRD:** 8



## Misc

Description	Sqft or Quantity
OPEN SLAB PORCH	16

CONCRETE STOOP	16
WOOD DECK	130
YARD SHED	120
DRIVEWAY	1

## Sales Information (Updated 10/31/2016)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price

## Levy Information

### Levy Information 2015

[View Past Levy Information](#)

Fund	Description	Levy
1	COUNTY LEVY	0.2969
127	PAPILLION/LA VISTA SCHOOL	0.114116
128	PAPILLION SCH SPC BLDG	0.01
185	SCHL DIST 27 BOND 3	0.11046
186	SCHL DIST 27 BOND 4	0.05812
187	SCH DIST 27 BOND 5	0.059853
199	LEARN COMM-GENERAL	0.95
202	ELEM LEARN COM	0.01625
425	LAVISTA CITY	0.41
426	LAVISTA CITY BOND	0.14
501	PAPIO NATURAL RESRCE	0.030449
502	PAPIO NRD BOND	0.007586
801	METRO COMMUNITY COLL	0.095
901	AGRICULTURAL SOCIETY	0.002397
1003	ED SERVICE UNIT 3	0.015
Total Levy		2.316131

## Treasurer Information

Property Class	1000	Foreclosure #
Mortgage Company #		Foreclosure Date
Mortgage Company		
Exemption Code	311	Exemption Amount \$74,780
Specials	No Specials Found.	
Tax Sales	No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.	
Certificate #		Maturity Date
Redemption #		Redemption Date
Bankruptcy	NO	

### Tax Information

\*Click Statement Number to see Treasurer information for paying your taxes with a credit card or  
Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2015	<a href="#">2015-010557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2014	<a href="#">2014-010557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2013	<a href="#">2013-010557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2012	<a href="#">2012-010557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2011	<a href="#">2011-0051467RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2010	<a href="#">2010-0034356RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2009	<a href="#">2009-0050536RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2008	<a href="#">2008-0055362RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2007	<a href="#">2007-0037382RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2006	<a href="#">2006-0040742RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2005	<a href="#">2005-0044834RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2004	<a href="#">2004-0044214RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2003	<a href="#">2003-0557636RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2002	<a href="#">2002-0557636RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2001	<a href="#">2001-0557636RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
2000	<a href="#">2000-0557636RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1999	<a href="#">1999-0557636RP</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1998	<a href="#">1998-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1997	<a href="#">1997-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1996	<a href="#">1996-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1995	<a href="#">1995-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1994	<a href="#">1994-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1993	<a href="#">1993-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1992	<a href="#">1992-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1991	<a href="#">1991-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1990	<a href="#">1990-0557636</a>	27002	REAL	\$0.00	\$0.00	\$0.00
1989	<a href="#">1989-0557636</a>	27002	REAL	\$947.33	\$947.33	\$0.00
1988	<a href="#">1988-0557636</a>	27002	REAL	\$961.57	\$961.57	\$0.00

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION — OPPD TRANSMISSION LINE RELOCATION	RESOLUTION ORDINANCE RECEIVE/FILE ◆ DISCUSSION	JEFF CALENTINE ASSISTANT TO THE CITY ADMINISTRATOR

**SYNOPSIS**

This item has been placed on the agenda as a discussion item relative to the relocation of the OPPD overhead transmission line in the 84<sup>th</sup> Street redevelopment corridor.

**FISCAL IMPACT**

The FY17/18 budget contains funding for the proposed project.

**RECOMMENDATION**

N/A

**BACKGROUND**

The current route of the OPPD transmission line takes it along the south side of the golf course parallel to Summer Dr. In order to pursue the planned public infrastructure improvement projects, it is necessary to relocate the line. The initial approach to address this issue was to investigate the potential of burying the line underground. During this process, OPPD presented an alternative option that may better address the issue and have some future benefits for both the City and OPPD. Representatives from OPPD will be in attendance to present their findings and recommendations.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 6, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL OF BLANKET BOND - MAYOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the blanket bond in place of the individual bond of Mayor Douglas Kindig, who was re-elected to the position of Mayor at the general election held November 8, 2016.

**FISCAL IMPACT**

The FY 17 General Fund budget provides funding for bonds for elected and appointed officials.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Changes in State Statute and the La Vista Municipal Code outlines bonding requirements for elected and appointed officials. The changes to State Statute in March 2007 and changes to the La Vista Municipal Code in October 2008 allow for coverage of elected and appointed officials under a blanket bond.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA,  
APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL BOND OF MAYOR, RE-ELECTED  
AT THE GENERAL ELECTION HELD NOVEMBER 8, 2016.**

**BE IT RESOLVED**, that the penalty amount of the official bond of the Mayor is hereby set at \$5,000.

**BE IT FURTHER RESOLVED**, that the City Council makes and approves the following findings:

The City Clerk has presented at this meeting a blanket bond, number 69372735, issued by Western Surety Company, as surety, in place of an individual bond, pursuant to Neb. Rev. Stat. Section 11-104(2), as enacted by LB 347 (2007), for the upcoming term of the Mayor of the City of La Vista ("Bond"); by additional indemnity rider, the Bond provides coverage in the amount of \$5,000, conditioned for the faithful discharge of duties of the office of Mayor; the Mayor has executed an undertaking of the Bond in joint and several form; the Bond is payable to the City of La Vista in the penalty amount of \$5,000, conditioned for the faithful discharge of the duties of office; the corporate surety of said Bond is legally authorized to transact business in the State of Nebraska; the Bond has been executed by the principal and surety thereof and the required oath has been endorsed by the principal by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement upon said Bond; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

**BE IT FURTHER RESOLVED**, that the Bond, including, but not limited to the penalty amount and all other terms and conditions thereof, is hereby approved, and the Mayor is hereby authorized to endorse approval of the Council and surety in writing on the Bond or by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement of approval upon said Bond.

**BE IT FURTHER RESOLVED**, that the City shall pay the premium for the Bond.

**BE IT FURTHER RESOLVED**, that the City Clerk is hereby authorized to take any other action as is necessary or appropriate to carry out the actions approved herein.

**PASSED AND APPROVED THIS 6TH DAY OF DECEMBER, 2016.**

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

**ATTEST:**

---

Pamela A. Buethe, CMC  
City Clerk



# Western Surety Company

(A Stock Company, herein called Surety)

## PUBLIC EMPLOYEES BLANKET BOND Including Public School System

Bond No. 69372735

### DECLARATIONS

**Item 1.** Name of Obligee: **City of La Vista, Nebraska**

**Item 2.** Name of Insured: **City of La Vista, Nebraska**

**Item 3.** Bond Period: From the beginning of the 20th day of August, 2002, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.

**Item 4.** Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	\$ _____
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	\$ _____
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	\$ _____
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	\$ <u>100,000.00</u>

**Item 5.** The liability of the Surety is subject to the terms of the following riders attached hereto:

**Item 6.** The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

### INSURING AGREEMENTS

#### Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

#### Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

#### Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

#### Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

### GENERAL AGREEMENT

#### Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT  
TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an individual bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U. S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability, as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

Dated this 21st day of August, 2002

WESTERN SURETY COMPANY

By NOT NEEDED  
Resident Agent

By Stephen T. Pate  
Stephen T. Pate, President

LIMIT OF LIABILITY UNDER THIS BOND  
AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELLATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligee or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligee and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligee and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Obligee or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Obligee and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligee or the Insured or by the Surety shall be equivalent to mailing. If the Obligee or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirely provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

**ADDITIONAL INDEMNITY RIDER**

It is agreed that:

1. Additional indemnity, in accordance with the terms of such of the Insuring Agreements in force under the attached bond as are specifically designated opposite the following positions, respectively, is granted by this rider on Employees performing the duties of such positions, to the amount set opposite the names of such positions, respectively.
2. The liability of the Surety under this rider on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.
3. No losses shall be recoverable under this rider unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this rider notwithstanding.

Position	Location	Insuring Agreement	Total Number of Employees in each Position	Amount of Additional Indemnity on each Employee
Clerk		4	1	\$5,000.00
Assistant Clerk		4	1	\$5,000.00
Mayor		4	1	\$5,000.00
Administrator/ Finance Director		4	1	\$5,000.00
Police Magistrate		4	1	\$1,000.00
Police Magistrate		4	1	\$1,000.00
Clerk		4	1	\$1,000.00
Council Member		4	1	\$1,000.00

Dated this 21st day of August, 2002

Countersigned

**WESTERN SURETY COMPANY**

By NOT NEEDED

Resident Agent

By Stephen T. Pate  
Stephen T. Pate, President

CHANGE NOTICE

To be attached to and form part of Public Official and Employee's Faithful Performance and Honesty Blanket

Position Bond No. 69372735 issued by Western Surety Company to

City of La Vista, Nebraska Obligee,

City of La Vista, Nebraska Insured, effective as of August 20, 2002

In consideration of certain premium adjustments, it is agreed that the Additional Indemnity Rider attached to and forming part of the attached bond is hereby amended, effective on and after the date set opposite the designation of each position, respectively, as hereinafter set forth:

1. By deleting therefrom the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		1	\$1,000.00

2. By adding thereto the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		8	\$1,000.00

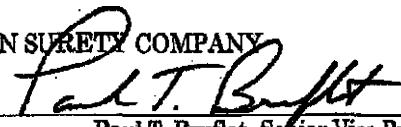
Provided that - (a) in the event any amendment herein reduces the amount of additional indemnity on any Officer or Employee performing the duties of any position, the liability of the Surety under the applicable Insuring Agreement with respect to any loss through acts or defaults of such Officer or Employee committed on or after the date set opposite the designation of such position or committed prior to the last mentioned date, shall not exceed the amount set forth in paragraph numbered 2 hereon opposite the designation of such position; (b) in case any Officer or Employee performing the duties of any position added to said Additional Indemnity Rider by this rider, has been previously covered under the applicable Insuring Agreement of the attached bond, liability on account of such Officer or Employee for acts or defaults committed during the period of such prior coverage, or during each of the periods of such prior coverages, if more than one, and during the period of the coverage added to said Additional Indemnity Rider by this rider, shall not be cumulative except for an Officer or Employee under Section 1 of the bond and as set forth in Section 4.

Accepted

WESTERN SURETY COMPANY

City of La Vista, Nebraska

By



Paul T. Bruflat, Senior Vice President

By \_\_\_\_\_

OFFICIAL TITLE \_\_\_\_\_