

Sarpy County Election

1261 Golden Gate Dr Ste 6E – Papillion, NE 68046
Kay Forslund, Commissioner – Ed Gilbert, Chief Deputy
Phone (402)593-2166 – Fax (402)593-5770

November 25, 2008

CITY OF LA VISTA
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Ms. Pam Buethe,

I, Kay Forslund, Election Commissioner for Sarpy County, NE, do hereby certify to you the number of votes cast by the Sarpy County voters in the General Election held on Tuesday, November 4, 2008, for the following race:

**CITY OF LA VISTA
MAYOR**

Douglas Kindig	4053
Brenda L. Carlisle	1779

Witness my hand and official seal this 22nd day of November, 2008.

Kay Forslund
Kay Forslund
Sarpy County Election Commissioner

Sarpy County Election

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CITY OF LA VISTA
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Ms. Pam Buethe,

I, Kay Forslund, Election Commissioner for Sarpy County, NE, do hereby certify to you the number of votes cast by the Sarpy County voters in the General Election held on Tuesday, November 4, 2008, for the following race:

CITY OF LA VISTA
CITY COUNCIL WARD I
Ronald Sheehan

723

Witness my hand and official seal this 22nd day of November, 2008.

Kay Forslund
Kay Forslund
Sarpy County Election Commissioner

Sarpy County Election

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November 25, 2008

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8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Ms. Pam Buethe,

I, Kay Forslund, Election Commissioner for Sarpy County, NE, do hereby certify to you the number of votes cast by the Sarpy County voters in the General Election held on Tuesday, November 4, 2008, for the following race:

**CITY OF LA VISTA
CITY COUNCIL WARD 2**

Mike Crawford	573
Ian M. Hartfield	454

Witness my hand and official seal this 22nd day of November, 2008.

Kay Forslund
Kay Forslund
Sarpy County Election Commissioner

Sarpy County Election

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November 25, 2008

CITY OF LA VISTA
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Ms. Pam Buethe,

I, Kay Forslund, Election Commissioner for Sarpy County, NE, do hereby certify to you the number of votes cast by the Sarpy County voters in the General Election held on Tuesday, November 4, 2008, for the following race:

**CITY OF LA VISTA
CITY COUNCIL WARD 3**
Mark D. Ellerbeck

718

Witness my hand and official seal this 22nd day of November, 2008.

Kay Forslund
Kay Forslund
Sarpy County Election Commissioner

Sarpy County Election

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Kay Forslund, Comissioner – Ed Gilbert, Chief Deputy
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November 25, 2008

CITY OF LA VISTA
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Ms. Pam Buethe,

I, Kay Forslund, Election Commissioner for Sarpy County, NE, do hereby certify to you the number of votes cast by the Sarpy County voters in the General Election held on Tuesday, November 4, 2008, for the following race:

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

Anthony J. Gowan	1688
Ralph G. Healey Jr.	772

Witness my hand and official seal this 22nd day of November, 2008.



Kay Forslund
Sarpy County Election Commissioner

Sarpy County Election

1261 Golden Gate Dr Ste 6E – Papillion, NE 68046
Kay Forslund, Comissioner – Ed Gilbert, Chief Deputy
Phone (402)593-2166 – Fax (402)593-5770

November 25, 2008

CITY OF LA VISTA
8116 PARK VIEW BLVD
LA VISTA, NE 68128

Dear Ms. Pam Buethe,

I, Kay Forslund, Election Commissioner for Sarpy County, NE, do hereby certify to you the number of votes cast by the Sarpy County voters in the General Election held on Tuesday, November 4, 2008, for the following race:

CITY OF LA VISTA	
CITY OF LA VISTA, NEBRASKA BOND ELECTION	
FOR	2896
AGAINST	3201

Witness my hand and official seal this 22nd day of November, 2008.

Kay Forslund
Kay Forslund
Sarpy County Election Commissioner

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA**

Subject:	Type:	Submitted By:
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 in place of individual bonds for those positions appointed by the Mayor. The Treasurer will still have an individual bond.

FISCAL IMPACT

The FY 08/09 municipal 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 2008-2009; 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 2nd DAY OF DECEMBER 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe
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 cancelation 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 cancelation 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 cancelation 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 as 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

Countersigned

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.

CANCELATION

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 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

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				

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

City of La Vista, Nebraska

WESTERN SURETY COMPANY

By


Paul T. Bruflat, Senior Vice President

By _____

OFFICIAL TITLE _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA**

Subject:	Type:	Submitted By:
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 08/09 municipal 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 2008-2009; and

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

WHEREAS, a bond, number 69791069, 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 2nd DAY OF DECEMBER 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe
City Clerk

Nebraska



Effective Date: December 31, 2004

Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 69791069

That we, Sheila A. Lindberg

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, 2008.

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 11th day of October, 2004.

Principal

Countersigned

WESTERN SURETY COMPANY

By NOT NEEDED
Nebraska Resident AgentBy Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

PRINCIPAL'S OATH OF OFFICE

STATE OF NEBRASKA }
County of Sarpy } ss

I, Sheila A. Lindberg, 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 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.

Sheila A. Lindberg Principal

Subscribed and sworn to by the above named Sheila A. Lindberg

before me this 6th day of December

, 2004.

WITNESS my hand and Official Seal

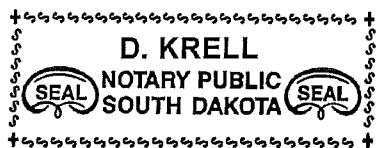


STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

Dita M. Ramirez Clerk
Valila Merrivether Deputy

On this 2nd day of October, 2002, 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.



D. Krell

Notary Public

My Commission Expires November 30, 2006

ENDORSEMENT OF APPROVAL OF BOND NO. 69791069

The undersigned hereby approve the above-referenced bond and endorse in writing that the above-referenced bond was approved by the City Council of the City of La Vista and surety named in the bond, which bond is attached hereto and incorporated herein by this references. This reference shall be effective as an endorsement upon the Bond.

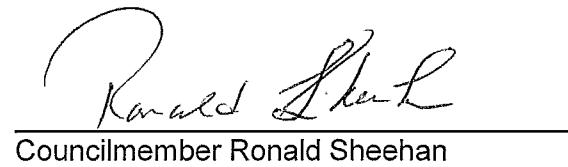
Endorsed this 7th day of December 2004.



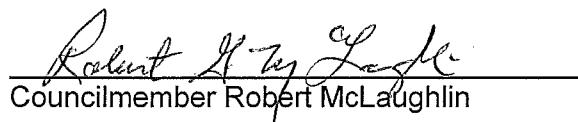
Mayor Harold Anderson



Councilmember Brenda L. Carlisle



Councilmember Ronald Sheehan



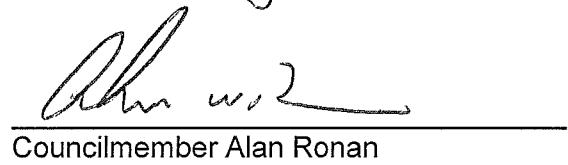
Councilmember Robert McLaughlin



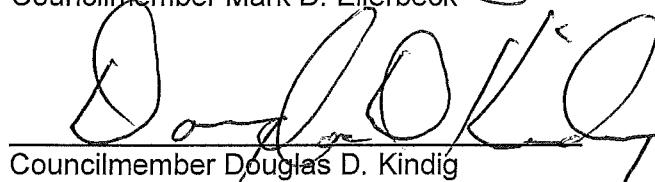
Councilmember Terrilyn Quick



Councilmember Mark D. Ellerbeck



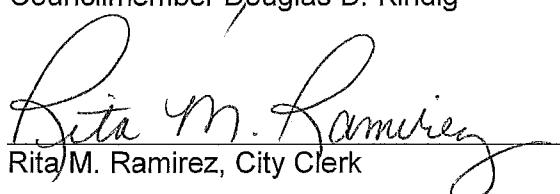
Councilmember Alan Ronan



Councilmember Douglas D. Kindig



Councilmember Anthony Gowan



Rita M. Ramirez, City Clerk

