



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **CYNTHIA NORRIS** FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Cynthia Norris** has served the City of La Vista since September 3, 1997, and

WHEREAS, **Cynthia Norris'** input and contributions to the City of La Vista have contributed to the success of the City.

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

DATED THIS FOURTH DAY OF SEPTEMBER, 2007.

Douglas Kindig, Mayor

Ron Sheehan
Councilmember, Ward I

Brenda Carlisle
Councilmember, Ward I

Robert McLaughlin
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark Ellerbeck
Councilmember, Ward III

Alan Ronan
Councilmember, Ward III

Kelly Sell
Councilmember, Ward IV

Anthony Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING August 21, 2007

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 August 21, 2007. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Finance Director Lindberg, Community Development Director Birch, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on August 9, 2007. 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 within 10 days after said meeting and prior to the next convened meeting of said body.

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

Mayor Kindig made an announcement of the location of the posted copy of the Open Meetings Act for public reference.

PRESENTATION – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION – JOHN YOCHUM

John Yochum, of the Sarpy County Economic Development Corporation, presented the second quarter report to the Mayor and Council. He reported on population growth of 37% in La Vista over the past 6 years. Mr. Yochum presented numbers to show that sales and housing have remained even or increased over the past year. The labor market continues to grow to a total of 73,690 people are employed in Sarpy County.

PRESENTATION – LEAGUE ASSOCIATION OF RISK MANAGEMENT – JOHNNIE MILLER

Johnnie Miller, representing the League Association of Risk Management, presented a handout to the Council. The handout is an overview of how LARM is doing and how the City of La Vista is doing in LARM. He stated that nearly 85% of cities in the country are part of a pool, and any public agency in Nebraska is eligible to join. The City of La Vista joined LARM in 1995. Council member Sheehan asked if LARM had looked into setting up a similar pool for Health Insurance. Mr. Miller stated that they have and continue to look into this, although it would take a large group to begin this program because of the costs involved in health related issues. When looked at in the past, there was one company that many of the cities in the state had as a carrier and this company would not give out any information to help LARM set up a pool that would compete with them.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. MINUTES OF THE AUGUST 7, 2007 CITY COUNCIL MEETING**
- 3. MINUTES OF THE AUGUST 6, 2007 LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC.**
- 4. APPROVAL OF CLAIMS**

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

ACTION BATTERIES, Vehicle Supplies	861.40
3M, Street Maint.	3,712.50
A-1 BODY, Vehicle Maint.	573.68
AA WHEEL & TRUCK SUPPLY, Vehicle Maint.	46.30
ACTION BATTERIES, Bldg & Grnds/Supplies	41.44
ALAMAR UNIFORMS, Wearing Apparel	210.94
AMAZING ARTHUR, Reading Program	400.00
AMERICAN LEGAL, Contract Services	961.00

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AQUA-CHEM, Supplies	263.25
AQUILA, Utilities	71.56
ARAMARK UNIFORM SERVICES, Contract Services	202.98
ASPHALT & CONCRETE MATERIALS, Street Maint.	302.72
BAKER & TAYLOR BOOKS, Books	518.03
BENNINGTON IMPLEMENT, Vehicle Maint.	448.76
BENSON RECORDS, Contract Services	50.30
BETTER BUSINESS EQUIPMENT, Rentals	37.00
BOARD OF EXAMINERS, Dues	50.00
BOBCAT, Vehicle Maint.	89.09
BOOKPAGE, Books	216.00
BRENTWOOD AUTO WASH, Vehicle Maint.	125.00
BRODART, Books	57.50
CABELA'S, Supplies	79.99
CARDMEMBER SERVICE-ELAN, Training/Vehicle Maint./Supplies	2,559.42
CITY OF OMAHA, Contract Services	25,990.43
CITY OF RALSTON, Contract Services	499.05
CJ'S HOME CENTER, Bldg & Grnds/Street Maint.	1,010.14
CMI, Supplies	95.48
COX, Contract Services	237.80
DEMCO, Supplies	205.83
DIRECT SAFETY COMPANY, Supplies	227.79
DOUGLAS PRODUCTS AND PACKAGING, Supplies	3,780.00
DOWNS ELECTRIC, Bldg & Grnds	65.96
DREWES, AMANDA, Rescue Revenue	10.00
DULTMEIER SALES & SERVICE, Vehicle Maint.	8.38
E & A CONSULTING GROUP, Southport	23,678.83
EBSCO SUBSCRIPTION SERVICES, Dues	735.00
ECOLAB, Supplies	480.24
ED M. FELD EQUIPMENT, Wearing Apparel	150.00
ED ROEHR SAFETY PRODUCTS, Supplies	185.88
EDGEWEAR SCREEN PRINTING, Wearing Apparel	364.50
FELSBURG HOLT & ULLEVIG, Southport	705.00
FILTER CARE, Vehicle Maint.	33.10
FIREGUARD, Squad Supplies	180.63
FLEET US, Bldg & Grnds	2,160.00
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,208.50
GENWORTH LIFE AND HEALTH, Employee Benefits	8,802.11
G-M ROAD MARKING, Street Maint.	187.00
GOLDMAN, JOHN, Travel	270.00
GRAYBAR ELECTRIC, Utilities	30.00
GREAT PLAINS ONE-CALL SVC, Contract Services	347.30
H R DIRECT, Supplies	124.24
HARLEY DAVIDSON, Vehicle Maint.	37.75
HEARTLAND AWARDS, Printing	7.75
HEARTLAND TIRES AND TREADS, Vehicle Supplies	77.75
HEIMES, Street Maint.	94.35
HUNTEL, Contract Services	377.50
HY-VEE, Supplies	45.00
IIMC, Dues	75.00
J Q OFFICE EQUIPMENT, Contract Services/Supplies	703.09
JOHNSTONE SUPPLY, Bldg & Grnds	160.66
KAR SIM KENNEL, Contract Services	67.50
KROGER, Supplies	81.47
KUSTOM SIGNALS, Postage	25.00
LAUGHLIN, KATHLEEN, Payroll Withholdings	372.00
LEAGUE ASSN OF RISK MGMT, Insurance	1,801.00
LIBRA SAFETY PRODUCTS, Wearing Apparel	80.36
LINWELD, Supplies	209.22
LOGAN CONTRACTORS SUPPLY, Street Maint./Vehicle Maint.	3,869.18
LOU'S SPORTING GOODS, Supplies	265.66
LUEBBERT, RAY, Travel	76.99
MEADOWBROOK, Insurance	2,790.50
METRO AREA TRANSIT, Contract Services	482.00
MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds	239.75
MIDWEST MUDJACKING, Bldg & Grnds	480.00
MILLER BRANDS, Concessions	229.60
MILLER PRESS, Printing	140.00

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MOTOROLA, Equipment	1,927.20
MUNICIPAL EMERGENCY SVCS, Wearing Apparel	198.53
MUNICIPAL PIPE TOOL CO, Vehicle Maint.	340.68
NE BUSINESS ELECTRONICS, Supplies	69.00
NE LIFE MAGAZINE, Books	21.00
NE TURF PRODUCTS, Supplies	2,143.38
NEBRASKA IOWA SUPPLY, Vehicle Maint.	16,814.80
NEELS TRAILER OUTLET, Equipment	1,330.00
OFFICE DEPOT, Supplies	404.32
O'KEEFE ELEVATOR COMPANY, Bldg & Grnds	233.18
OMB EXPRESS POLICE SUPPLY, Equipment	448.93
OPPD, Utilities	35,220.47
ORIZON CPAS, Professional Services	1,000.00
PAPILLION SANITATION, Contract Services	214.60
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	320.58
PAYLESS, Supplies	120.57
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	155.25
PROGRESSIVE BUSINESS, Contract Services	300.00
QUALITY BRANDS, Concessions	419.10
QWEST, Telephone	80.80
RAINBOW GLASS & SUPPLY, Vehicle Maint.	156.00
READY MIXED CONCRETE, Street Maint.	3,348.73
RECREONICS INC ETAL, Supplies	35.55
RON TURLEY ASSOCIATES, Vehicle Maint.	650.00
ROSE EQUIPMENT, Vehicle Maint.	443.85
ROSE, KENNETH, Refund	110.00
SAFETY-KLEEN, Contract Services	279.85
SAM'S, Dues/Concessions/Supplies	1,483.00
SAPP BROS PETROLEUM, Vehicle Maint.	47.25
SHARE ADVANTAGE, Rescue Revenue	81.67
SOUCIE, JOSEPH, Travel	270.00
STERIL MANUFACTURING, Repairs	50.00
SUBURBAN NEWSPAPERS, Legal Advertising	1,041.25
SUSPENSION SHOP, Vehicle Maint.	175.70
TED'S MOWER SALES & SERVICE, Vehicle Maint.	268.84
THREE RING ENTERPRISES, Vehicle Maint.	2,097.57
TROE, ANN, Printing	835.00
TURFWERKS, Vehicle Maint.	169.89
UNITED SEEDS, Bldg & Grnds	1,787.50
UNIVERSITY OF NE LINCOLN, Training	15.00
UPS, Postage	33.37
VOGEL TRAFFIC SERVICES, Street Maint.	3,325.00
WASTE MANAGEMENT, Bldg & Grnds/Contract Services	1,027.31
WATER'S EDGE AQUATIC DESIGN, Pool Concept	1,168.30

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reminded Council of the special City Council meeting on August 28, 2007 for the 2nd reading and public hearing on the annexation of Southwind and Val Verde. Then after the meeting, an informational meeting would be held for residents of areas proposed for annexation.

Police Chief Lausten reported to Council on the August 11, 2007 traffic stop of an unidentified male, in which a pipe bomb was found. Lausten thanked Fire Chief Uhl for the fire department's assistance on sight. The Omaha Bomb Squad removed the bomb from the location. The name of the individual was located through fingerprints, Omaha police also found a storage unit at 60th and Grover, where a methamphetamine lab was discovered. A team was sent into the storage unit to clean it out. The case has been turned over to the ATF and FBI.

Fire Chief Uhl reported to Council that recruitment and retention of Volunteers is a large challenge. Many individuals sign up without looking into the sacrifices and responsibilities involved. The citizen fire academy weekend will be Oct. 20 & 21 to give those who may be interested in joining the opportunity to experience some of the training that happens such as search & rescue, vehicle extrication, live burn exercise, and they will come away with a valid CPR card. Mayor Kindig asked if the Department was getting use from the Ralston grant money. Uhl responded that La Vista had not benefited from the grant to date.

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Public Works Director Soucie thanked the Council for their thoughts during his time off. Soucie updated Council on storm damage to the City from the previous night. There were 4 trees that had to be cleared from the road, but a canvassing of the City determined there was not a need to set up a tree collection site.

B. FISCAL YEAR 07/08 MUNICIPAL BUDGET

1. APPROPRIATIONS ORDINANCE – SECOND READING

Mayor Kindig stated, "Ordinance No. 1043 now comes on for its second reading." City Clerk Buethe then read the ordinance by title: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2007 AND ENDING ON SEPTEMBER 30, 2008; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE CERTIFICATION OF THE TAX LEVY HEREIN SENT TO THE COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember McLaughlin made a motion to approve Ordinance No. 1043 on its second reading and pass it on to a third reading. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: Sheehan. Absent: None. Motion carried.

2. MASTER FEE ORDINANCE – SECOND READING

Mayor Kindig stated, "Ordinance No. 1044 now comes on for its second reading." City Clerk Buethe then read the ordinance by title: AN ORDINANCE TO AMEND ORDINANCE NO. 1024, 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.

Councilmember Quick made a motion to approve Ordinance No. 1044 on its second reading and pass it on to a third reading. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

C. ANNEXATION - SID NO. 198 (VAL VERDE), SID NO. 200 (SOUTHWIND), TAX LOT 6B NW ¼ 15-14-12 & PART OF THE HARRISON ST. ROW

1. ORDINANCE – FIRST READING

Councilmember Gowan introduced Ordinance No. 1046 entitled: AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (VAL VERDE, SID #198; SOUTHWIND, VILLAS AT SOUTHWIND, SOUTHWIND TWO AND WINDSTONE, SID #200; AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN THE NW ¼ OF THE NW ¼ OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF THE HARRISON STREET RIGHT-OF-WAY FROM 69TH STREET WEST TO 96TH STREET), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF. City Clerk Buethe then read the Ordinance by title.

Mayor Kindig stated, "Ordinance No. 1046 now comes on for its first reading." Councilmember Sell made a motion to approve Ordinance No. 1046 on its first reading and pass it on to a second reading. Seconded by Councilmember Carlisle. In response to a question asked by Councilmember Sheehan, Public Works Direction Soucie confirmed the proper portions of Harrison Street right of way were included in the annexation, considering prior interlocal agreement for right of way improvements to Harrison Street east of 69th Street. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

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UPDATE – FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN AND ZONING MAP **1. PUBLIC HEARING**

At 7:55 p.m. Mayor Kindig stated the floor was now open for discussion on the Update - Future Land Use Map of the Comprehensive Plan and Zoning Map.

Councilmember McLaughlin made a motion to continue the public hearing for the Update – Future Land Use Map Of The Comprehensive Plan And Zoning Map until the October 2nd meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried

E. ZONING TEXT AMENDMENT – GATEWAY CORRIDOR OVERLAY DISTRICT **1. PUBLIC HEARING**

At 7:55 p.m. Mayor Kindig stated the floor was now open for discussion on the Zoning Text Amendment - Gateway Corridor Overlay District.

Councilmember McLaughlin made a motion to continue the public hearing for the Zoning Text Amendment - Gateway Corridor Overlay District until the October 2nd meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried

F. DISCUSSION – THOMPSON CREEK

City Administrator Gunn stated this item was put on the agenda after a review at the previous meeting from City Engineer Kottmann. The discussion was put on the agenda to get input from Mayor and Council as to what they would like to do. It is recommended to schedule a public hearing to get the views of those affected.

Councilmember McLaughlin agreed that Council should listen to the thoughts of those affected. Councilmember Sheehan stated he doesn't want the public to think the City will have an immediate solution. City Administrator Gunn stated the discussion will give some direction to staff for future planning. Councilmember Sell asked if the City is looking at the four (4) options presented. City Administrator Gunn stated she would recommend a review of those options, but the City is open to different ideas. Councilmember Gowan stated he would like to see if this has been done in other communities and if so, what their actions were. Councilmember Sell asked about funding. City Engineer Kottmann stated that the NRD has a floodway buyout program. He also stated that there may be other possible funding sources locally which reach to the federal level. Kottmann stated he hopes the City uses the four (4) ideas presented as a baseline. Councilmember Sell asked what OPPD has said about Thompson Creek. Kottmann stated that there have been no long term talks with them. OPPD is currently working on immediate pole relocation issues. Mayor Kindig asked if the federal and NRD funding mechanism is spread out over a period of time. Kottmann responded that he has had experiences where funding is spread out over 4 or 5 years. Kindig asked if the City would have to reapply for funds each year, to which Kottmann responded that would not be necessary. Kindig asked if the NRD looks at the environmental friendliness of the City. Kottmann responded that the NRD does, in fact, look at that area. Councilmember Sheehan stated the Federal plan is not giving out piecemeal permits but rather looking at the whole plan, and wondered if that could be changed. Kottmann responded that amendments can be made.

Councilmember Ellerbeck asked if individual property owners could plan and fix their own property. Kottmann stated that that was not a probability since the waterway is not owned individually.

City Administrator Gunn stated that a public hearing would be scheduled for October 2, 2007 to hear from residents.

G. AUTHORIZATION TO ADVERTISE FOR BIDS – KENO LOTTERY OPERATIONS **1. RESOLUTION**

Councilmember Sell introduced and moved for the adoption of Resolution No. 07-087: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR OPERATION OF THE CITY'S KENO-TYPE LOTTERY OPERATION

WHEREAS, a majority of the vote by the registered voters of the City of La Vista were cast in favor of authorizing the establishment of a municipal keno lottery in 1989, and

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WHEREAS, the Mayor and Council of the City of La Vista authorized and established such lottery in 1989; and

WHEREAS, the City's current contract with an independent contractor lottery operator expires September 30, 2008; and

WHEREAS, the City desires to advertise for proposals for a keno lottery operator for the City's keno lottery game pursuant to specifications presented at this meeting; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for request for proposals and the City Clerk is hereby authorized to advertise for sealed proposals in accordance with the specifications presented at this meeting, subject to such modifications as the City Administrator determines necessary or appropriate in consultation with the City Attorney, and said sealed proposals are to be opened publicly at 10:00 a.m., at La Vista City Hall, 8116 Park View Blvd., La Vista, Nebraska on February 1, 2008.

Publish Notice	August 30 & September 4, 2007
Open Proposals	February 1, 2008
Tentative Award Date	July 15, 2008

BE IT FURTHER RESOLVED, that the City Clerk shall be the contact for questions and requests regarding the specifications.

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

H. POSITION DESCRIPTION UPDATE

Councilmember Carlisle moved for the adoption of the job description of the Special Services Driver. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried

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

COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor, and asked that each individual limit his or her comments to 5 minutes. Glen Franta, a resident of La Vista, addressed the Mayor and Council and stated that he lives on Thompson Creek. He stated there is a culvert that runs 15 -20 feet under his house with erosion around it. A wire cage fixture is starting to cave in and block the creek. He also stated that the fence on the park side goes to middle of his property and he would like it to go the entire length. Mayor Kindig and City Administrator Gunn stated the City will have staff check on his concerns and get back to him.

I. EXECUTIVE SESSION – STRATEGY SESSION/NEGOTIATING GUIDANCE – 1) PUBLIC WORKS COLLECTIVE BARGAINING 2) H&S PARTNERSHIP QUIET TITLE LAWSUIT AND 3) SARPY COUNTY INTERLOCAL AGREEMENT

At 8:17 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for a strategy session/negotiation guidance on 1) Public Works Collective Bargaining, 2) H&S Partnership Quiet Title Lawsuit, and 3) Sarpy County Interlocal Agreement. Seconded by Councilmember Quick. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion and repeated the motion. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

At 9:03 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Sheehan. Mayor Kindig stated the discussion in executive session was limited to the subject matter contained in the original motion. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

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J. POSSIBLE RESOLUTION REGARDING THE SETTLEMENT AGREEMENT OF THE H&S PARTNERSHIP QUIET TITLE ACTION INVOLVING LOT 44A, BROOK VALLEY BUSINESS PARK

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 07-088: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING SETTLEMENT AGREEMENT OF H&S PARTNERSHIP QUIET TITLE ACTION, LOT 44A, BROOK VALLEY BUSINESS PARK.

WHEREAS, the City of La Vista was a named party defendant in a quiet title action filed in the Sarpy County District Court by H&S Partnership regarding Lot 44A, Brook Valley Business Park (hereinafter "lawsuit"); and

WHEREAS, it is the desire of the City of La Vista to settle the lawsuit; and

WHEREAS, a Settlement Agreement has been proposed in form and content presented at this meeting.

NOW THEREFORE, BE IT RESOLVED that the Mayor and the City Council hereby approve settlement of the lawsuit and the proposed Settlement Agreement in form and content presented at this meeting.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute and deliver said Settlement Agreement.

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

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig informed Council that there was still an opening for the National League of Cities Congress of Cities & Exposition, November 13 - 17, 2007. Contact Mary if you would like to attend.

ADJOURNMENT

At 9:05 p.m. Councilmember McLaughlin made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER 2007.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
PLANNING COMMISSION MINUTES
AUGUST 16, 2007

DRAFT

The Planning Commission meeting of the City of La Vista was convened at 7:00 p.m. on Thursday, August 16, 2007 at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Andsager, Horihan, Carcich, Hewitt, Malmquist, Krzywicki, and Gahan. Also in attendance were City Engineer John Kottman, Community Development Director Ann Birch, City Planner Marcus Baker, Assistant City Administrator Rita Ramirez, and Public Works Director Joe Soucie.

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

1. **Call to Order**

The meeting was called to order by Chairperson Krzywicki at 7:00 p.m. A copy of the agenda and staff report was made available to the public.

2. **Approval of Meeting Minutes – July 19, 2007**

Carcich motioned to approve the minutes of July 19, 2007. Malmquist seconded. Ayes: Andsager, Gahan, Carcich, Malmquist, and Krzywicki. Nays: None. Abstain: Hewitt and Horihan. Motion carried.

3. **Old Business**

4. **New Business**

A. **Conditional Use Permit to locate and operate a childcare center in Southport Plaza, generally located at the northwest corner of Eastport Plaza and Port Grace Blvd.**

i. **Staff Report:** Southport Investors LLC requests a conditional use permit to build a childcare center inside of a newly constructed office/retail building. Twenty-one parking spaces are proposed in front of the 6500 sq. ft. childcare center. The property is surrounded by C-3 commercial zoning.

Access is proposed from Eastport Parkway, and an access easement on Replat Ten of Southport East would provide ingress / egress across Lot 2 to get to Lot 1. Pedestrian and vehicular access would also be allowed to Southport East Replat Four – to the west. Additional pedestrian access,

DRAFT

separate from vehicular traffic, will be provided to the perimeter sidewalk along Eastport Parkway. Utilities are available to the site. A five-foot aluminum fence, with a gate, is proposed to enclose the outside play area.

Staff has concerns about the number of parking spaces required of the childcare center. The proposed use would impact on the parking needs of future neighboring tenants. According to their license, the childcare center is set up for a maximum of 140 children with 17 care providers which would warrant 31 parking spaces.

The facility is proposed to operate 6:30 a.m. to 6 p.m. Monday through Friday, with catered lunches. They will not operate on weekends.

There are two proposed gates on the fence according to the request. In Planning Staffs opinion, the gate on the north side of the building raises potential security and safety concerns for the children.

Staff recommends approval of the Conditional Use Permit to allow a childcare center in the C-3 Zoning District with the following conditions: the applicant can demonstrate they can provide parking without negatively impacting the parking of future tenants on the lot, and Southport East Replat Ten shall be recorded prior to City Council's approval of the Conditional Use Permit.

ii. Public Hearing:

Malmquist motioned to open the public hearing. Hewitt seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried. Public hearing opened at 7:10 p.m.

Brad Underwood appeared as the representative for Southport Investors, LLC. Leslie and David Brown, the operators of the proposed childcare were also present for questions.

Horihan voiced concern with the amount of parking required at the childcare center, saying that it could negatively impact future tenants in the building and asked how the operators would address the issue.

Leslie Brown said at another facility, where they currently operate, the employees take up nine parking spaces and the parents use three spaces at a time with 70-100 children at the daycare. Parents take approximately two minutes for drop-offs suggesting thirteen parking spaces should be more than enough.

Gahan offered that the most congestion would probably occur between 7-8 a.m. and 4:30-5:30 p.m. and inquired if the remainder of the hours there would be normal expectancy with parking.

Horihan asked the city engineer how 31 parking spaces were calculated for the day care, and how he would evaluate the spaces required for a neighboring tenant. Kottmann said you need to factor in the applicant's operating experience and the zoning regulations with parking requirements in the city code. In the daycare situation, it is one stall per 10 students plus the number of employees. Ms. Brown has now indicated that there will be a maximum of nine employees at one time as opposed to the 17 originally projected and this will reduce the need for parking. The conditional use permit application should be modified to reflect the change to nine employees, and if the operators desire to lower the capacity from 140. Ms. Brown said the maximum number of employees likely would not exceed 12, and they would not all be there at one time.

Gahan asked if there was a formula that regulates number of employees to children. Ms. Brown said there is and offered to provide that if needed. Generally, more care takers are required for smaller children, and this is the formula she had used to figure how many employees she would need.

Hewitt asked if they would have children bussed to school from the daycare. Ms. Brown said they have a van by which they provide this service, if necessary.

Malmquist asked if the parking would now comply with the needs of the other tenants as a result in the change to 12 employees from 17 at the childcare center. Kottmann said his current site plan has 55 stalls and based upon the changes in employee numbers, this would work with the requirements within the ordinance. Kottman suggested that if recommended for approval to City Council, a parking plan be shown that provides adequate parking for the applicant's stated number of employees, occupancy, and the future and proposed retail space (at five parking spaces per thousand occupants).

Krzywicki asked what type of tenant could go into the remaining space that would potentially require more parking spaces than the daycare.

Kottman said he did not see anything more stringent than five stalls per thousand.

Malmquist commented on the ash trees proposed. She would strongly suggest not planting ash trees. According to the Extension Service, there is a warning that an ash borer beetle could kill the trees. Baker stated that there is a current requirement for purple ash trees along Eastport Parkway. Malmquist said there is no cure for this ash borer and an alternate tree should be considered. Krzywicki suggested that the Southport Design Regulations be considered for a change, as a result of this information.

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Carcich motioned to close the public hearing. Malmquist seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried. Public hearing was closed at 7:19 p.m.

iii. **Recommendation:** Hewitt motioned to recommend approval of the Conditional Use Permit to City Council to allow a childcare center in the C-3 Zoning District with the following conditions: an amendment to the application shall clarify the number of employees on-site at one time, and the applicant shall meet the recommendations stated by staff. Malmquist seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried.

This item is tentatively scheduled to be on the agenda for the City Council meeting, September 18, 2007.

B. Annexation of SID #198 (Val Verde), SID#200 (Southwind, Villas at Southwind, Southwind Two & Windstone), Tax Lot 6B NW ¼ 15-14-12, and part of the Harrison Street right-of-way.

i. **Staff Report:** Ann Birch, Community Development Director introduced the annexation plan prepared for SID#198, Sid #200, Tax Lot 6B NW ¼ 15-14-12, and part of the Harrison Street right-of-way that was adopted by resolution of City Council on August 7, 2007. An annexation plan, and schedule, provided a detailed analysis of the areas proposed for annexation and the plan for services. Services are proposed October 1, 2007.

Krzywicki asked what the city's plan would be for the cash on hand within the Val Verde area. He asked if it would be used to retire some of the debt or be used to funnel into the general fund.

Birch was not able to answer this question. Generally speaking, she thought that if there is a bond issue that can be refinanced, they would look at doing that. If it is within a five year period, then they are stuck with the bond issue and interest payments. This would be more the responsibility of the Finance Director and the City Council to consider such items.

Hewitt commented that within both Val Verde and Southwind areas, the net debt reduction is exactly the same. Birch said that it is exactly the same. Hewitt further commented that Southwind is bringing in more debt than its revenue. Birch suggested that the Planning Commission's concern should be with orderly growth issues, the ability to provide maintenance and services, annexing in a timely manner, and other types of planning related issues. Birch invited these questions to be directed to staff.

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Hewitt said that, especially with Southwind, once their large commercial area was developed, that the debt service would be much better. Birch said that adding commercial value into Southwind definitely would improve the area.

Horihan asked if the tax rate would increase for the general population of the city as a result of the annexation. Birch said the city is proposing a tax increase in the next budget; however, she is not certain that this annexation is the reason behind that. Horihan asked if it was known where the 0.08 debt service comes from. Birch strongly suggested that financial questions be addressed to the Finance Director. Birch advised that statutorily the city's financial well-being and budget are not the Planning Commissions area of review and should not be a part of the commissioner's decision making on this agenda. Hewitt suggested looking at the footnotes provided in the material to help explain the .08 debt service.

Gahan asked if an audit is performed on the SIDs. Birch replied that they do have a yearly independent audit.

Krzywicki asked if there were any long term contracts that would prohibit the city from taking over services. Birch said that is a factor. An analysis is done on any pending contracts or contracts already committed to. It is known that both SIDs are considering some street improvements and other public improvements and the city would be taking over the engineering work that has been done on these.

Staff recommends approval of the annexation of SID #198 (Val Verde), SID#200 (Southwind, Villas at Southwind, Southwind Two & Windstone), Tax Lot 6B NW ¼ 15-14-12, and part of the Harrison Street right-of-way.

ii. **Public Hearing:** Hewitt motioned to open the public hearing. Carcich seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried. Public hearing opened at 7:38 p.m.

No public comments were offered.

Malmquist motioned to close the public hearing. Andsager seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried. Public hearing was closed at 7:39 p.m.

iii. **Recommendation:** Malmquist motioned to recommend approval of the annexation of SID #198 (Val Verde), SID#200 (Southwind, Villas at Southwind, Southwind Two &

Windstone), Tax Lot 6B NW ¼ 15-14-12, and part of the Harrison Street right-of-way to City Council for adoption. Hewitt seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried.

This item is scheduled to be on the agenda for City Council the days of August 21, 28 and September 4, 2007.

C. Capital Improvement Plan

i. **Staff Report:** Rita Ramirez, Assistant City Administrator introduced the Capital Improvement Program (CIP) and provided background information and review of the document to the commissioners. The CIP is a plan and does not authorize or fund projects. The City Council will ultimately decide which projects to authorize and fund.

Krzywicki asked how much of the CIP documentation and information was being made available to the public and if access to the ranking sheets were available. He also asked how the City benefits from having a CIP, possibly with bond ratings. Ramirez said ranking sheets were used only as an internal work sheet. The city benefits from having a CIP in providing long range planning and revenue projections, usually 5 years out. But, she had not heard that it affects bond ratings.

Kottmann said there are some federal and state grant programs, where if a city does have such a program in place, it does help in terms of meeting grant criteria if a local government can demonstrate there is a plan in place.

ii. **Public Hearing:** Carcich motioned to open the public hearing. Andsager seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried. Public hearing opened at 7:55 p.m.

No public comments were offered.

Andsager motioned to close the public hearing. Malmquist seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried. Public hearing was closed at 7:56 p.m.

Malmquist congratulated city staff on the efforts and product of the CIP.

iii. **Recommendation:** Malmquist motioned to recommend adoption of the CIP to City Council as presented. Horihan seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Malmquist, Krzywicki, and Horihan. Nays: None. Motion carried.

5. Comments from the Floor.

None

6. Comments from the Planning Commission.

Carcich inquired about the bus tour for the Planning Commission. Baker suggested either Saturday, September 8 or September 29 and asked for input on preferred dates.

Baker referred to the Zoning and Future Land Use Maps which had been recommended for approval to City Council by the Planning Commission. The hearing on these maps will be delayed for City Council until the annexation study has gone through the appropriate hearings and has been considered for approval and adoption. This action could change the jurisdictional boundaries on these maps. The annexation is to be reviewed by City Council October 2, 2007, and this would give Sarpy County a chance to adjust the jurisdictional boundaries on the GIS.

The following items, previously recommended to City Council, had the following results:

The replat for Southport East Replat Nine was approved with the associated PUD plan.

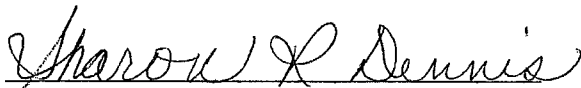
Southport East Replat Six and the amendment to that plan were also approved.

Krzywicki asked Joe Soucie, Public Works Director, what the chances were of a right turn lane being installed at the Bank of the West as part of the One and Six Year Road Plan. Soucie said it could get looked at, but right now the traffic count does not show that it is needed at this time. To do this type of thing also necessitates increasing the pedestrian crossing times which could result in more of a traffic delay. Soucie said these get monitored frequently.

7. Adjournment

Hewitt motioned to adjourn. Carcich seconded. Ayes: Andsager, Gahan, Carcich, Malmquist, Hewitt, and Horihan. Nays: None. Meeting adjourned at 8:06 p.m.

Reviewed by Planning Commission: John Gahan



Recording Secretary

Planning Commission Chair

Approval Date

ALGONQUIN
MT. VERNON
O'FALLON
OAK BROOK
PEORIA

August 21, 2007

Police Chief Bob Lausten
City of LaVista
7701 South 96th Street
La Vista NE 68128-2198

Re: City of LaVista Fire Station No. 2
Invoice #5 – Final Invoice for Furniture, Fixtures and Equipment
FGM Project#: 04-0114.02



Dear Chief Lausten:

Enclosed is FGM's final invoice #5 for additional services for the design and layout of furniture, fixtures and equipment for Fire Station No. 2.

We would like to thank you for the opportunity to serve you and the City of LaVista on your exciting project. We hope you are as pleased as we are in the final product. You and the city have made us feel right at home in your community. The relationship we have made with you and the city is one that we value tremendously.

If you should have any questions or comments regarding this matter, please do not hesitate to contact us.

Sincerely,
FGM Architects Planners Inc.

A handwritten signature in black ink, appearing to read "Andrew J. Jasek".

Andrew J. Jasek, AIA
Vice President

A handwritten signature in black ink, appearing to read "Jason Estes".

Jason Estes, AIA
Senior Associate

Cc: Rita Kulaga, FGM

1211 WEST 22ND STREET
SUITE 705
OAK BROOK, IL 60523-2109
630.574.8300
630.574.9292 FAX
WWW.FGM-INC.COM

Consent signed 9-4-07
Hebert
BF
Kulaga

August 20, 2007

Invoice No: 04-0114.02 - 5

Bob Lausten
Police Chief
City of La Vista
7701 South 96th St
La Vista, NE 68128-2198

Project 04-0114.02 La Vista FF&E

Professional Services from April 1, 2007 to April 30, 2007

Fee

Billing Phase	Fee	Percent Complete	Earned
Phone & Data	5,000.00	100.00	5,000.00
Communications, Paging	7,000.00	100.00	7,000.00
Furnishings	17,000.00	100.00	17,000.00
Audio/Visual	6,000.00	100.00	6,000.00
Total Fee	35,000.00		35,000.00
	Previous Fee Billing		33,250.00
	Current Fee Billing		1,750.00
	Total Fee		1,750.00
	Total this Invoice		\$1,750.00



LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

TO: Sheila Lindberg

FROM: Bob Lausten

DATE: 30 August 2007

RE: Fire Station#2 Contract

CC: Brenda Gunn

Construct Inc. has addressed the punch list items to the City's satisfaction and final closeout of their contract. I am recommending that the remaining balance of the contract, the retainage totaling \$223,233.80, now be released.



LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

TO: Sheila Lindberg

FROM: Bob Lausten

DATE: 27 July 2007

RE: Fire Station#2 Contract

CC: Brenda Gunn

Construct Inc. has not completed several punch list items and final closeout of their contract. I have a pay application submitted by Construct inc. through FGM for the remaining balance of the contract, \$279,884.20. Out of that amount is 5% of the remaining retainage. I am recommending that we withhold the remaining retainage (\$223,233.80) until the items have been resolved. This would mean a payment of \$56,650.40 for work preformed.

Application and Certificate for Payment

TO OWNER: City of LaVista
8116 Parkview Blvd.
LaVista, NE 68128-2198

PROJECT: LaVista Fire Station #2
10727 Chandler Rd.
La Vista, NE

APPLICATION NO: 06-1439-00014
PERIOD TO: 6/14/2007

CONTRACT FOR: General Construction

CONTRACT DATE: 12/21/2005

PROJECT NOS: 06-1439-1/

Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐

FROM CONTRACTOR: ConStruct, Inc.
10612 Bondesson Circle
Omaha, NE 68122

VIA ARCHITECT: FGM Architects Engineers Inc.
1211 West 22nd Street
Oakbrook, IL 60523

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

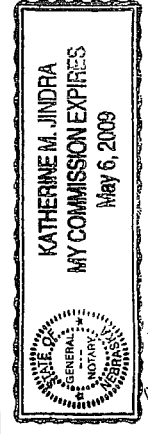
1. ORIGINAL CONTRACT SUM \$ 4,411,000.00
2. Net change by Change Orders \$ 53,676.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,464,676.00
4. TOTAL COMPLETED & STORED TO-DATE (Column G on G703) \$ 4,464,676.00
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$
 - b. % of Stored Material (Column F on G703) \$

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 4,464,676.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,184,791.80
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 279,884.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	65,393.00	\$
Total approved this Month	\$		-11,717.00
TOTALS	\$	65,393.00	-11,717.00
NET CHANGES by Change Order	\$	53,676.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ConStruct, Inc.
By: P. S. B.
State of: Nebraska
County of: Douglas
Subscribed and sworn to before me this 14th day of June, 2007



Notary Public: Katherine M. Jindra
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 279,884.20
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

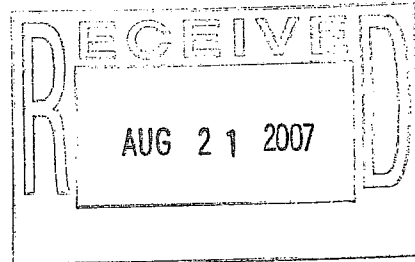
ARCHITECT: FGM Architects Engineers Inc.
By: Jason Estes
Date: 25 JUN 07

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



FELSBURG
HOLT &
ULLEVIG

engineering paths to transportation solutions



August 20, 2007

RE: La Vista Quiet Zone Study
FHU # 06-282

Ms. Ann Birch
Community Development Director
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

Dear Ann,

Enclosed please find Invoice # 06-282-7 in the amount of \$816.54 for services associated with the La Vista Quiet Zone Study. This invoice reflects work performed during July 2007. Services during July included finalization of the draft report and additional correspondence with the BNSF Railway. We anticipate receiving the cost estimate to upgrade the crossing circuitry to Constant Warning Time by early September.

If you have any questions regarding this invoice or the study, please give me a call.

Sincerely,

FELSBURG HOLT & ULLEVIG

Kyle A. Anderson, PE, PTOE
Principal

*Consent
Agenda
9/04/07
5-71-0658*

O:\Projects\06-282 La Vista Quiet Zone Study\Steno\Invoice Letter 06-282-7.doc



FELSBURG
HOLT &
ULLEVIG

engineering paths to transportation solutions

Invoice

tel 303.721.1440
fax 303.721.0832

Mail Payments to:
Department 1704
Denver, CO 80291-1704

August 10, 2007

Brenda Gunn
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: La Vista Quiet Zone Study
Felsburg Holt & Ullevig Project # 06-282
Invoice # 06-282-7

For Professional Services for the Period from July 1, 2007 to July 31, 2007:

Professional Services

Principal I, 1.00 hour @ \$150.00	\$150.00
Engineer II, 6.00 hours @ \$85.00	510.00
Engineer I, 3.00 hours @ \$40.00	120.00

Total Professional Services: **\$780.00**

Other Direct Costs

Mileage	\$10.14
Reproduction	26.40

Total Other Direct Costs: **\$36.54**

Total Amount Due This Invoice **\$816.54**

Previously Billed	\$6,707.36	Contract Maximum	\$9,500.00
Current Invoice	<u>\$816.54</u>	Less Total Billed To Date	<u>\$7,523.90</u>
Total Billed To Date	\$7,523.90	Remaining	\$1,976.10

The following items are outstanding, please submit payment promptly.

Invoice # 06-282-6, dated July 17, 2007

Amount	Balance Due
705.00	<u>705.00</u>

Total Past Due Invoices

\$705.00

Current Invoice

\$816.54

Total Amount Due

\$1,521.54

KAA RCG

All invoices are due upon receipt.

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1	Bank of Nebraska (600-873)								
90268	8/22/2007	1194	QUALITY BRANDS OF OMAHA		93.60				**MANUAL**
90269	8/22/2007	2388	NEBRASKA NATIONAL BANK		660.00				**MANUAL**
90270	8/24/2007	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00				**MANUAL**
90271	8/27/2007	3832	PHILLIPS, LAURA		25.00				**MANUAL**
90272	9/04/2007	3780	ADAMSON INDUSTRIES CORP		309.90				
90273	9/04/2007	2723	AKSARBEN GARAGE DOOR SVCS INC		170.00				
90274	9/04/2007	87	AMERICAN FENCE COMPANY INC		138.45				
90275	9/04/2007	3158	AMERICAN RED CROSS		225.00				
90276	9/04/2007	81	AMSAN		351.76				
90277	9/04/2007	435	ANDERSON FORD LINCOLN MERCURY		8.92				
90278	9/04/2007	196	AQUILA		1,490.04				
90279	9/04/2007	536	ARAMARK UNIFORM SERVICES INC		208.00				
90280	9/04/2007	188	ASPHALT & CONCRETE MATERIALS		740.96				
90281	9/04/2007	201	BAKER & TAYLOR BOOKS		1,573.24				
90282	9/04/2007	849	BARONE SECURITY SYSTEMS		210.00				
90283	9/04/2007	3169	BATTERY ZONE INC		95.78				
90284	9/04/2007	1839	BCDM-BERINGER CIACCIO DENNELL		1,710.00				
90285	9/04/2007	929	BEACON BUILDING SERVICES		6,844.00				
90286	9/04/2007	1784	BENNINGTON IMPLEMENT		697.67				
90287	9/04/2007	3842	BERTSCH, WARREN		20.00				
90288	9/04/2007	410	BETTER BUSINESS EQUIPMENT		37.00				
90289	9/04/2007	3448	BIRCH, ANN		50.00				
90290	9/04/2007	2148	BIRCHWOOD HOMES INC		3,062.99				
90291	9/04/2007	1231	BLAND, CHRIS		36.00				
90292	9/04/2007	3841	BOLEY, MIKE		20.00				
90293	9/04/2007	117	BRODART		69.21				
90294	9/04/2007	3703	BUETHE, PAM		100.00				
90295	9/04/2007	76	BUILDERS SUPPLY CO INC		277.15				
90296	9/04/2007	3843	BURAS, DAN		20.00				
90297	9/04/2007	29	CIACCIO ROOFING INCORPORATED		1,086.00				
90298	9/04/2007	152	CITY OF OMAHA		31,251.24				
90299	9/04/2007	3176	COMP CHOICE INC		227.50				
90300	9/04/2007	3851	COMPLETE COMFORT HTG/COOLING		41.85				
90301	9/04/2007	3844	CONGER, KEVIN		70.00				
90302	9/04/2007	3706	CORBIT, JEFF		100.00				
90303	9/04/2007	2433	DANIELSON EQUIPMENT/SUPPLY CO		62.50				
90304	9/04/2007	3486	DANKO EMERGENCY EQUIPMENT CO		46.73				
90305	9/04/2007	3839	DE LAGE LANDEN FINANCIAL SVCS		253.00				
90306	9/04/2007	111	DEMCO		154.97				
90307	9/04/2007	127	DON'S PIONEER UNIFORMS		492.10				
90308	9/04/2007	2149	DOUGLAS COUNTY SHERIFF'S OFC		2,087.50				
90309	9/04/2007	364	DULTMEIER SALES & SERVICE		25.65				
90310	9/04/2007	3845	EBEL, TY		20.00				
90311	9/04/2007	3173	ELECTRONIC CONTRACTING COMPANY		135.50				
90312	9/04/2007	2098	ERICKSON, RANDALL		100.00				
90313	9/04/2007	3463	FARQUHAR, MIKE		100.00				
90314	9/04/2007	3846	FENLEY, ANN		70.00				
90315	9/04/2007	3007	FIRE-EXTRICATION-HAZMAT		58.10				
90316	9/04/2007	2234	FIRMATURE, STEVE		18.00				
90317	9/04/2007	142	FITZGERALD SCHORR BARMETTLER		.00	**CLEARED**	**VOIDED**		
90318	9/04/2007	142	FITZGERALD SCHORR BARMETTLER		20,369.94				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
90319	9/04/2007	3756	FROEHLICH, RORY	20.00			
90320	9/04/2007	3705	FUTUREWARE DISTRIBUTING INC	64.00			
90321	9/04/2007	3419	G-M ROAD MARKING LLC	146.88			
90322	9/04/2007	1161	GALL'S INCORPORATED	456.00			
90323	9/04/2007	3688	GATEWAY COMPANIES INC	910.00			
90324	9/04/2007	53	GCR OMAHA TRUCK TIRE CENTER	1,198.72			
90325	9/04/2007	35	GOLDMAN, JOHN G	40.00			
90326	9/04/2007	71	GREENKEEPER COMPANY INC	362.50			
90327	9/04/2007	3847	GRIESEMER, JOSH	20.00			
90328	9/04/2007	3473	GUNN, BRENDA S	300.00			
90329	9/04/2007	426	HANEY SHOE STORE	120.00			
90330	9/04/2007	387	HARM'S CONCRETE INC	90.00			
90331	9/04/2007	1744	HEARTLAND AWARDS	4.00			
90332	9/04/2007	2407	HEIMES CORPORATION	95.78			
90333	9/04/2007	1403	HELGET GAS PRODUCTS INC	67.00			
90334	9/04/2007	1705	HENRY, MARK A	18.00			
90335	9/04/2007	218	HOTSY EQUIPMENT COMPANY	162.56			
90336	9/04/2007	2296	IOWA STATE UNIVERSITY, TREAS	52.00			
90337	9/04/2007	835	IVERSON, DENNIS	31.25			
90338	9/04/2007	2534	IWAN, ROSE	45.00			
90339	9/04/2007	1896	J Q OFFICE EQUIPMENT INC	284.37			
90340	9/04/2007	3848	JONES, KYLE	20.00			
90341	9/04/2007	3827	KCC CONTRACTORS	63,877.67			
90342	9/04/2007	788	KINDIG, DOUGLAS	30.00			
90343	9/04/2007	3474	KINDIG, DOUGLAS	150.00			
90344	9/04/2007	1054	KLINKER, MARK A	200.00			
90345	9/04/2007	2057	LA VISTA COMMUNITY FOUNDATION	257.00			
90346	9/04/2007	1241	LEAGUE ASSN OF RISK MGMT	3.00			
90347	9/04/2007	231	LEAGUE OF NEBRASKA MUNICIPA-	19,867.00			
90348	9/04/2007	877	LINWELD	134.01			
90349	9/04/2007	1573	LOGAN CONTRACTORS SUPPLY	1,790.65			
90350	9/04/2007	263	LOVELAND LAWN	534.50			
90351	9/04/2007	2124	LUKASIEWICZ, BRIAN	40.00			
90352	9/04/2007	1081	M & M PORTABLES	224.00			
90353	9/04/2007	3806	MARKOWSKY, THOMAS J	70.00			
90354	9/04/2007	3468	METAL SUPERMARKETS-OMAHA	833.67			
90355	9/04/2007	153	METRO AREA TRANSIT	470.00			
90356	9/04/2007	872	METROPOLITAN COMMUNITY COLLEGE	10,383.22			
90357	9/04/2007	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
90358	9/04/2007	553	METROPOLITAN UTILITIES DIST.	7,938.44			
90359	9/04/2007	98	MICHAEL TODD AND COMPANY INC	99.27			
90360	9/04/2007	2497	MID AMERICA PAY PHONES	150.00			
90361	9/04/2007	184	MID CON SYSTEMS INCORPORATED	116.66			
90362	9/04/2007	1526	MIDLANDS LIGHTING & ELECTRIC	241.47			
90363	9/04/2007	3782	MIDWESTERN HYDRAULICS	400.00			
90364	9/04/2007	383	MIRACLE RECREATION EQUIPMENT	1,070.44			
90365	9/04/2007	346	MOBILE COMMUNICATIONS INC	177.40			
90366	9/04/2007	2382	MONARCH OIL INC	375.00			
90367	9/04/2007	3061	MUNICIPAL EMERGENCY SVCS INC	130.00			
90368	9/04/2007	1804	NEBRASKA BUSINESS ELECTRONICS	2,549.80			
90369	9/04/2007	2631	NEXTEL COMMUNICATIONS	497.54			
90370	9/04/2007	3415	OABR PRINT SHOP	2,990.17			
90371	9/04/2007	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
90372	9/04/2007	1014	OFFICE DEPOT INC-CINCINNATI	428.18			
90373	9/04/2007	79	OMAHA COMPOUND COMPANY	46.00			
90374	9/04/2007	2686	PARAMOUNT LINEN & UNIFORM	320.58			
90375	9/04/2007	1769	PAYLESS OFFICE PRODUCTS INC	.00	**CLEARED**	**VOIDED**	
90376	9/04/2007	1769	PAYLESS OFFICE PRODUCTS INC	241.58			
90377	9/04/2007	709	PEPSI COLA COMPANY	77.70			
90378	9/04/2007	1821	PETTY CASH-PAM BUETHE	81.65			
90379	9/04/2007	1821	PETTY CASH-PAM BUETHE	117.71			
90380	9/04/2007	1187	PORTER TRUSTIN CARLSON COMPANY	79.00			
90381	9/04/2007	159	PRECISION INDUSTRIES INC	14.96			
90382	9/04/2007	3763	QUEDENSLEY, BRAD	20.00			
90383	9/04/2007	219	QWEST	2,442.92			
90384	9/04/2007	191	READY MIXED CONCRETE COMPANY	2,061.25			
90385	9/04/2007	1063	ROSE EQUIPMENT INCORPORATED	255.49			
90386	9/04/2007	2240	SARPY COUNTY COURTHOUSE	3,099.17			
90387	9/04/2007	3250	SARPY COUNTY YMCA	165.00			
90388	9/04/2007	3199	SCHUSTER, KEVIN	105.00			
90389	9/04/2007	3707	SMITH, MELANIE	100.00			
90390	9/04/2007	2704	SMOOTHER CUT ENTERPRISES INC	1,650.00			
90391	9/04/2007	533	SOUCIE, JOSEPH H JR	301.99			
90392	9/04/2007	3838	SPRINT	88.93			
90393	9/04/2007	2111	STAPLES BUSINESS ADVANTAGE	93.44			
90394	9/04/2007	2634	STERIL MANUFACTURING CO	50.00			
90395	9/04/2007	913	TARGET BANK	62.19			
90396	9/04/2007	1344	THOMSON GALE	44.93			
90397	9/04/2007	161	TRACTOR SUPPLY COMPANY	245.50			
90398	9/04/2007	176	TURFWERKS	44.42			
90399	9/04/2007	167	U S ASPHALT COMPANY	163.42			
90400	9/04/2007	1197	UDRON, GARY	18.00			
90401	9/04/2007	445	UNITED ELECTRIC SUPPLY CO	96.30			
90402	9/04/2007	3849	VAIL, ADAM	20.00			
90403	9/04/2007	1113	VARSIITY TRANSPORTATION INC	134.00			
90404	9/04/2007	809	VERIZON WIRELESS, BELLEVUE	65.86			
90405	9/04/2007	766	VIERREGGER ELECTRIC COMPANY	2,636.64			
90406	9/04/2007	3690	VIRS, STEVE	100.00			
90407	9/04/2007	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
90408	9/04/2007	1174	WAL-MART COMMUNITY BRC	655.26			
90409	9/04/2007	968	WICK'S STERLING TRUCKS INC	29.58			
90410	9/04/2007	3244	WILDER, JONI	33.00			
90411	9/04/2007	3836	ZOO BOOKS MAGAZINE	47.90			
BANK TOTAL				212,733.77			
OUTSTANDING				212,733.77			
CLEARED				.00			
VOIDED				.00			
FUND	TOTAL			OUTSTANDING	CLEARED	VOIDED	
01	GENERAL FUND	153,933.76		153,933.76	.00	.00	
02	SEWER FUND	34,063.55		34,063.55	.00	.00	
05	CONSTRUCTION	11,779.08		11,779.08	.00	.00	
09	GOLF COURSE FUND	4,346.41		4,346.41	.00	.00	
14	ECONOMIC DEVELOPMENT	8,610.97		8,610.97	.00	.00	

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL

					REPORT TOTAL	212,733.77			
					OUTSTANDING	212,733.77			
					CLEARED	.00			
					VOIDED	.00			
					+ Gross Payroll 08/24/07	<u>190,411.86</u>			
					GRAND TOTAL	<u>\$403,145.63</u>			

APPROVED BY COUNCIL MEMBERS
09/04/07

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2007 AGENDA**

Subject:	Type:	Submitted By:
ANNEXATIONS — SID NO. 198 (VAL VERDE), SID NO. 200 (SOUTHWIND), TAX LOT 6B NW ¼ 15-14-12 & PART OF THE HARRISON ST. ROW	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An ordinance has been prepared for the annexation of the following property:

- Lots 1 thru 254 and Outlots A, B and C, Val Verde;
- Lots 1 thru 12 and Outlot A, Val Verde Replat 1;
- Part of the 96th Street right-of-way and part of the Giles Road right-of-way adjoining Val Verde;
- Tax Lot 6B, located in the NW ¼ of the NW ¼ of Section 15, T14N, R12E of the 6th P.M., Sarpy County, Nebraska;
- Railroad right-of-way in the NW ¼ of the NW ¼ of Section 15, T14N, R12E of the 6th P.M., Sarpy County, Nebraska;
- Lots 1 thru 162 and Outlot A, Southwind Two;
- Harrison Street right-of-way and 96th Street right-of-way adjoining Tax Lot 6B and Southwind Two;
- Lots 1 thru 181 and Outlots 1 thru 11, Southwind;
- Lot 1, Southwind Replat 2;
- Lots 1 thru 59 and Outlot 1, Windstone;
- Lots 1 thru 44, Villas at Southwind;
- 96th Street right-of-way in the SW ¼ of Section 15 lying north of Giles Road and adjoining Southwind, Windstone and Southwind Replat Two;
- 96th Street right-of-way lying in the NE ¼ and the SE ¼ of Section 16 lying north of Giles Road and east of Cimarron Woods, Mayfair, Mayfair Replat 1 and Mayfair 2nd Addition Replat 1; and
- Portions of the Harrison Street right-of-way from 69th Street west to 96th Street.

FISCAL IMPACT

	<u>Assessed Valuation</u>	<u>Net Debt</u>
Val Verde (SID #198)	\$ 73,540,853	\$1,334,466
Southwind (SID #200)	\$105,179,470	\$2,372,548

Additional detail can be found in the annexation plan.

RECOMMENDATION

Third Reading and Adoption of the Ordinance.

BACKGROUND

On August 7, 2007, the City Council adopted Resolution No. 07-076 stating that the following areas are being considered for annexation:

- Val Verde — 259 single family lots, 1 multi-family lot, 5 commercial lots and one outlot. Estimated population is 924.
- Southwind, Villas at Southwind, Southwind Two & Windstone — 441 single family lots, 1 multi-family lot, 3 commercial lots and 11 outlots. Estimated population is 1,371.
- Tax Lot 6B NW ¼ 15-14-12, located at the southeast corner of 96th & Harrison — First Southern Baptist Church (aka Cornerstone Church).
- 96th Street and Giles Road rights-of-way adjoining Val Verde, Southwind, Southwind Two and Windstone.
- Portions of the Harrison Street right-of-way from 69th Street east to 96th Street.

The resolution also stated that public hearing to consider this annexation would be held on August 28, 2007, at 7:00 p.m.

An ordinance was prepared and was approved on First Reading by the City Council on August 21st; the public hearing was held and the ordinance was approved on Second Reading on September 28th; and the Final Reading and adoption is scheduled for this Council meeting.

The Planning Commission held a public hearing on August 16, 2007, and recommended approval of the annexation.

\\Lvdefp01\users\Administration\BRENDA\COUNCIL\ANNEX\VAL VERDE & SOUTHWIND\Council Memo 07-ORD.DOC

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (VAL VERDE, SID #198; SOUTHWIND, VILLAS AT SOUTHWIND, SOUTHWIND TWO AND WINDSTONE, SID #200; AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN THE NW ¼ OF THE NW ¼ OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF THE HARRISON STREET RIGHT-OF-WAY FROM 69TH STREET WEST TO 96TH STREET), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and

WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and

WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and

WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

SECTION 1. The following described territory situated in Sarpy County, Nebraska to-wit:

LOTS 1 THROUGH 254, AND OUTLOTS A, B AND C, VAL VERDE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID VAL VERDE;

TOGETHER WITH

LOTS 1 THROUGH 12 AND OUTLOT A, VAL VERDE REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

PART OF 96TH STREET RIGHT-OF-WAY AND PART OF GILES ROAD RIGHT-OF-WAY ADJOINING SAID VAL VERDE;

ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33.00 FEET WEST OF AND 50.00 FEET SOUTH OF THE NE CORNER OF THE NE ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY;

THENCE SOUTHERLY ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE ¼ TO THE SOUTH LINE OF SAID VAL VERDE;

THENCE WESTERLY ON THE SOUTHERLY LINES OF SAID VAL VERDE TO THE WESTERLY LINE THEREOF;

THENCE NORTHERLY ON THE WEST LINE OF SAID VAL VERDE TO A POINT 50.00 FEET SOUTH OF THE NORTH LINE OF SAID NE ¼;

THENCE EASTERLY ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE ¼ TO THE POINT OF BEGINNING;

TOGETHER WITH

TAX LOT 6B IN THE NW ¼ OF THE NW ¼ OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH

RAILROAD RIGHT-OF-WAY IN THE NW ¼ OF THE NW ¼ OF SAID SECTION 15;

TOGETHER WITH

LOTS 1 THROUGH 162 AND OUTLOT A, SOUTHWIND TWO, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID SOUTHWIND TWO;

TOGETHER WITH

HARRISON STREET RIGHT-OF-WAY AND 96TH STREET RIGHT-OF-WAY IN THE NW ¼ OF SAID SECTION 15 ADJOINING SAID TAX LOT 6B AND SAID SOUTHWIND TWO;

TOGETHER WITH

LOTS 1 THROUGH 181 AND OUTLOTS 1 THROUGH 11, SOUTHWIND, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID SOUTHWIND;

TOGETHER WITH

LOT 1, SOUTHWIND REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

LOTS 1 THROUGH 59 AND OUTLOT 1, WINDSTONE, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID WINDSTONE;

TOGETHER WITH

LOTS 1 THROUGH 44, VILLAS AT SOUTHWIND, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID VILLAS AT SOUTHWIND;

TOGETHER WITH

96TH STREET RIGHT-OF-WAY IN THE SW ¼ OF SAID SECTION 15 LYING NORTH OF GILES ROAD AND ADJOINING SAID SOUTHWIND, SAID WINDSTONE AND SAID SOUTHWIND REPLAT 2;

TOGETHER WITH

96TH STREET RIGHT-OF-WAY LYING IN THE NE ¼ AND THE SE ¼ OF SECTION 16, T14N, R12E OF THE 6TH P.M., IN SAID SARPY COUNTY LYING NORTH OF GILES ROAD AND EAST OF CIMARRON WOODS, MAYFAIR, MAYFAIR REPLAT 1 AND MAYFAIR 2ND ADDITION REPLAT 1, ALL SUBDIVISIONS IN SAID SARPY COUNTY;

ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF LOT 1, SAID SOUTHWIND TWO;

THENCE NORTHERLY ON THE EAST LINES OF SAID SOUTHWIND TWO AND ON THE WEST LINES OF APPLE GROVE, A SUBDIVISION IN SAID SARPY COUNTY, TO THE NW CORNER OF LOT 16, SAID APPLE GROVE;

THENCE NORTHERLY 50.00 FEET ON A LINE PERPENDICULAR TO THE NORTH LINE OF THE NW ¼ OF SAID SECTION 15 TO THE NORTH LINE THEREOF;

THENCE WESTERLY ON THE NORTH LINE OF SAID SECTIONS 15 AND 16 TO A POINT 64.85 FEET WEST OF THE NE CORNER OF SAID SECTION 16;

THENCE SOUTHERLY 50.00 FEET ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID SECTION 16 TO THE NE CORNER OF LOT 380, SAID CIMARRON WOODS;

THENCE SOUTHERLY ON THE EAST LINES OF SAID CIMARRON WOODS, SAID MAYFAIR, SAID MAYFAIR REPLAT 1 AND SAID MAYFAIR 2ND ADDITION REPLAT 1 TO THE SOUTH LINE OF SAID MAYFAIR 2ND ADDITION REPLAT 1;

THENCE EASTERLY ON THE SOUTH LINES OF SAID SOUTHWIND AND SAID VILLAS OF SOUTHWIND TO THE EAST LINE OF SAID SOUTHWIND;

THENCE NORTHERLY ON THE EASTERLY LINES OF SAID SOUTHWIND TO THE NE CORNER THEREOF;

THENCE WEST ON THE NORTH LINE OF SAID SOUTHWIND TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 15, T14N, R12E OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, ADJOINING APPLE GROVE, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ADJOINING PARKVIEW HEIGHTS 2ND ADDITION, A SUBDIVISION IN SAID SARPY COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NW $\frac{1}{4}$;

THENCE SOUTH 50.00 FEET ON THE EAST LINE OF SAID NW $\frac{1}{4}$ TO THE NORTH LINE OF SAID APPLE GROVE;

THENCE WESTERLY ON THE NORTHERLY LINES OF SAID APPLE GROVE TO THE NW CORNER OF LOT 16, SAID APPLE GROVE;

THENCE NORTHERLY 50.00 FEET ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NW $\frac{1}{4}$ TO THE NORTH LINE THEREOF;

THENCE EAST ON THE NORTH LINE OF SAID NW $\frac{1}{4}$ TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 15, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND IN THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 14, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NE $\frac{1}{4}$;

THENCE EAST ON THE NORTH LINE OF SAID NE $\frac{1}{4}$ TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 365, SAID PARKVIEW HEIGHTS 2ND ADDITION;

THENCE SOUTH 33.00 FEET ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 365;

THENCE WEST ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE $\frac{1}{4}$ TO THE WEST LINE THEREOF;

THENCE NORTH 33.00 FEET ON THE WEST LINE OF SAID NE $\frac{1}{4}$ TO THE POINT OF BEGINNING;

THAT PART OF THE HARRISON STREET RIGHT-OF-WAY IN THE NE ¼ OF THE NE ¼ OF SECTION 15, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID SECTION 15;

THENCE WEST ON THE NORTH LINE OF SAID SECTION 15 TO THE NORTHERLY EXTENSION OF THE WEST LINE OF TAX LOT 1 IN THE NE ¼ OF SAID SECTION 15;

THENCE SOUTH 33.00 FEET ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID TAX LOT 1;

THENCE EAST ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINES OF SAID SECTIONS 15 AND 14 TO A POINT 90.55 FEET WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SUB LOT A OF LOT 1282, LA VISTA, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE NORTH 33.00 FEET ON A LINE 90.55 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SUBLOT A TO THE NORTH LINE OF SAID SECTION 14;

THENCE WEST ON THE NORTH LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to Val Verde, Southwind, Villas at Southwind, Southwind Two, Windstone, and Tax Lot 6B located in the NW ¼ of the NW ¼ of Section 15, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2007 AGENDA**

Subject:	Type:	Submitted By:
UNITED CITIES OF SARPY COUNTY — INTERLOCAL AGREEMENT & LOBBYING AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

Resolutions have been prepared to approve an Interlocal Cooperation Agreement with the cities of Bellevue, Gretna, Papillion and Springfield to jointly hire a lobbyist and to authorize the execution of a lobbying agreement with Kelley & Lehan, P.C. for lobbying services.

FISCAL IMPACT

In FY 07/08, the cost for La Vista's participation is \$5,640.

RECOMMENDATION

Approval.

BACKGROUND

As you are aware, during the past several months, the mayors of the Sarpy County cities have been meeting regularly to discuss issues of common interest. One item that has been discussed is the need for a presence at the legislature, not only to pursue issues of common interest, but to stay informed during the session regarding any emerging initiatives or issues that could impact our municipalities.

The mayors determined that joint lobbying efforts would be mutually beneficial to their respective jurisdictions and as a result, they are recommending Joe Kohout from Kelley & Lehan, P.C. to represent the cities. Joe and his firm have a proven track record and have been highly recommended. The base contract and expenses total \$28,200 and each jurisdiction will be responsible for one-fifth (1/5) of the total or \$5,640.

As a part of the Mayor and City Council's annual strategic planning, the need to be more proactive on legislative issues was recognized. Action items included both forming a consortium with other jurisdictions in order to work cooperatively in pursuit of mutual interests and to adopt a common legislative agenda for advancing state policies that promote the common interests of the consortium. The subject agreements begin to accomplish both initiatives.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITIES OF BELLEVUE, GRETNA, PAPILLION AND SPRINGFIELD TO JOINTLY HIRE A LOBBYIST TO LOBBY ON BEHALF OF THE PARTIES IN THE NEBRASKA LEGISLATURE.

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield desire to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the parameters of such arrangement have been outlined in an interlocal agreement.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with the cities of Bellevue, Gretna, Papillion and Springfield to jointly hire a lobbyist to lobby on behalf of the parties in the Nebraska Legislature, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
BELLEVUE, GRETN, LA VISTA, PAPILLION AND SPRINGFIELD**

WHEREAS, the Cities of Bellevue, Gretna, La Vista, Papillion and Springfield Municipal Governmental Entities desire to enter this agreement as authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 (Reissue 1997), et seq., which provides that two or more public entities may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authorities; and

WHEREAS, pursuant to Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., (Reissue 1997), the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereto to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs of the five communities; and

WHEREAS, the five cities which are a party to this Agreement desire to provide for a joint lobbyist to lobby on behalf of the parties to this Agreement in the Nebraska Legislature; and

WHEREAS, the cities which are a party to this Agreement will be known jointly for purposes of lobbying as "United Cities of Sarpy County"; and

WHEREAS, the purpose of this Interlocal Agreement is to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County".

NOW, THEREFORE, it is agreed by and between the parties, pursuant to Neb. Rev. Stat. §13-807 (1997), as follows:

1. The parties enter this Agreement to provide for a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation.
2. The cost for procuring and paying for a lobbyist shall be shared in five equal parts between the parties hereto, which costs, including authorized reimbursable expenses to the lobbyist, shall not exceed \$30,000.00 in any 12-month period.
3. A committee consisting of the five cities which are a party to this Agreement, with the mayor of each city being a voting member on the committee, shall seek out, interview and retain a lobbyist on behalf of the United Cities of Sarpy County and the committee shall formally determine and direct the legislative priorities of the United Cities of Sarpy County. Any agreement entered

into for lobbyist services pursuant to this Agreement shall be executed by the Mayor and City Clerk of each of the five cities to this Agreement, unless otherwise agreed by the committee. The term of any such agreement for lobbying services shall not exceed twelve months; provided, however, that an agreement may provide for one or more options to renew at the end of the initial or any subsequent term for an additional twelve month term.

4. The mayor of each of the five cities may appoint a designee to represent his or her interest on the committee with the right to cast a vote the same as if the mayor was personally present.

5. The retention of a lobbyists and any direction given to the lobbyist whether to develop, propose, support, oppose or remain neutral on legislation shall require the unanimous vote of all five cities. The remaining business affairs of the United Cities shall require a simple majority vote. Each mayor shall be responsible for periodically updating the mayor's respective city council of significant legislation, measures or other developments arising under this Agreement.

6. Term of Agreement. The term of this Agreement shall be for a period as determined by the unanimous vote of the five cities; provided, however, that in all events, the remaining term under this Agreement shall not at any time be shorter than the remaining term of any agreement for lobbying services from time to time in effect under this Agreement.

7. Any of the parties to this Agreement may withdraw from this Agreement by a resolution passed by the party's governing body and upon giving 90 days written notice to the mayors of the other four cities.

8. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Agreement cannot be amended except by a written amendment adopted by the governing body and executed by the mayor of each of the parties hereto.

9. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the parties hereby acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

10. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member or employee, or no member of their governing bodies, and no other public official of parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of any parties' obligations pursuant to this Agreement shall exercise or perform any function, responsibility or obligation which affects his or her personal interests, or any partnership or

association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal, void or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, condition or provision held to be illegal and/or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year below listed.

CITY OF BELLEVUE, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF GRETNA, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF LA VISTA, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF PAPILLION, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF SPRINGFIELD, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KELLEY & LEHAN, P.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR IN AN AMOUNT NOT TO EXCEED \$30,000.

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield (UNITED CITIES OF SARPY COUNTY) desire to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY 07/08 municipal budget for the hiring of a lobbyist; and

WHEREAS, following an interview and reference checks the mayors of the United Cities of Sarpy County have selected Joe Kohout with Kelley & Lehan, P.C. to serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kelley & Lehan, P.C. for lobbying services before the Nebraska State Legislature and Governor in an amount not to exceed \$30,000.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LOBBYING AGREEMENT

THIS AGREEMENT is entered into by and between,

THE City of Bellevue, City of Gretna, City of La Vista, City of Papillion and City of Springfield ("UNITED CITIES OF SARPY COUNTY"), pursuant to _____, the Interlocal Agreement dated _____ and entered into under the Interlocal Corporation Act of the State of Nebraska, (together hereinafter "Client")

and

KELLEY & LEHAN, P.C. (hereinafter "Firm" or "lobbyist").

WHEREAS, the Client is interested in securing the professional services of the Firm, specifically including the services of JOSEPH D. KOHOUT ("Principal Lobbyist"), to provide lobbying services before the Nebraska State Legislature and Governor, in order that the Client's interests and concerns can be best attended, represented and advanced before the Legislature and Governor, and in legislation that is proposed and/or adopted; and,

WHEREAS, it is the purpose of this Agreement to delineate the terms and conditions, including compensation, related to the retention of the services of the Firm in that capacity.

NOW, THEREFORE, in consideration of these premises, it is agreed by and between the parties as follows:

1. Duties: The Firm shall be responsible for monitoring, proposing and advocating on behalf of Client with respect to legislative activity during this Agreement, as such activity may impact or otherwise affect, directly or indirectly, the interests of the Client. In that regard, the Firm shall be responsible for familiarizing itself with the operations and circumstances of the Client to the extent necessary, including legal and political factors and considerations; provided, however, that the Client shall fully cooperate with the Firm in that endeavor. For purposes of this section, proposing shall mean working with the Client and in conjunction with a member of the Legislature for the purposes of introducing legislation during either a regular or special session of the Nebraska Legislature.

Except for additional services specified herein, lobbying services shall include those services ordinarily provided by a professional lobbyist representing the legislative interests of a coalition of cities and shall specifically include but not be limited to regular reports (and special reports advisable under the circumstances) to a person designated by the Client on all matters affected hereunder:

The Firm shall appoint a place or person of contact by which the Firm may be contacted at all times when the Legislature is in session.

The Client shall appoint a place or person of contact by which the Client may be contacted at all times when the Legislature is in session.

The Firm shall supply copies of all bills or other materials on any matters of potential interest or impact to the Client within twenty-four (24) hours following their availability.

The Firm shall provide regular written reports (and special reports advisable under the circumstances) to the Client on any bill or other matter of potential interest or impact to the Client that is introduced before the Legislature or which may otherwise be a subject of discussion by the Legislature, including progress reports on the advancement thereof.

The Firm shall be responsible for the preparation of a legislative package for the current Legislative Session in accordance with the direction of the Client.

The Firm shall be responsible for initiating, drafting, coordinating and/or advocating the introduction and/or and passage of legislation for Client.

The Firm shall be responsive and address matters raised by the Client within specified timeframes, and provide professional counsel and advice to the Client concerning any matter recommended, proposed or actually before the Legislature that may affect the interests of the Client and such other services as are reasonably necessary to properly represent the Client's interests. It is specifically agreed that the Firm shall provide all time and effort and resources reasonably necessary in order to effectively meet the concerns and interests of the Client.

It is further understood and agreed that in performance of its responsibilities hereunder, the status of the Firm shall be that of an independent contractor. The Firm shall be free to act in accordance with its own judgment and discretion; provided, however, that the Firm shall have no authority to bind or act on behalf of the Client except as specifically approved in advance by the Client. It is specifically agreed that no person employed by the Firm for related or incidental services shall be construed to be an employee or agent of the Client. Responsibility therefor shall be that of the Firm, including responsibility for any errors, actions or omissions thereof. Performance of its responsibilities hereunder shall be in strict compliance with all applicable state, federal and local laws, rules and regulations, as well as applicable ethical requirements.

The Firm will prepare and submit in a timely manner any filings and pay any related fees or other amounts from time to time required of Firm arising out of or resulting from the services provided hereunder. The Firm also will notify Client sufficiently in advance and prepare a draft of any filings periodically required of Client during this Agreement.

The Firm will maintain a current record of all time and expenses devoted or incurred by Firm for services provided under this Agreement. Firm will maintain said records for three years after the year in which the time or expense is incurred. These and all other records of Firm related to this Agreement will be subject to inspection and copying by Client promptly upon request. The provisions of this paragraph will survive termination of this Agreement.

2. Term: Unless terminated for cause, this Agreement shall be in full force and effect commencing September 1, 2007 through August 31, 2008 ("Term"). Client shall have the option to renew this Agreement at the end of the Term, and at the end of any subsequent term thereafter, for one or more additional twelve month terms (not to exceed a total of three additional terms after the initial Term), on the terms and conditions set forth herein, upon notice to Firm ninety days before expiration of the Term or any subsequent term; provided, however, that Firm shall have the option to reject Client's renewal of this Agreement upon written notice to Client within fifteen days after receiving Client's notice of renewal. This Agreement may be terminated before the end of the Term or any subsequent term upon mutual written Agreement of the parties; or by the Client if Client determines that there is "cause" for termination. For the purpose of the Agreement, "cause" shall include, without limitation, the Firm's or Principal Lobbyist's failure, refusal or neglect to perform any duty required hereunder, negligence or alleged criminal misconduct.

3. Compensation and Expenses: The Client agrees to pay the Firm as compensation for all services, hereunder, the sum of Twenty Five Thousand, Two Hundred Dollars (\$25,200.00) during the initial Term.

In addition to the compensation detailed above, Client shall be billed an amount equal to Three Thousand Dollars (\$3,000.00) during the initial Term to offset reasonable and necessary expenses actually incurred by the Firm associated with their role as lobbyist for the Client. These costs include, but are not limited to, the maintenance of an office, supplies, and telephone and any travel expenses incurred by Firm in performance of their duties as lobbyist. Provided, however, that Client shall not pay or reimburse any expenditures of Firm for alcoholic beverages or other amounts for which the expenditure of public funds would be prohibited.

On October 1, 2007 or as soon thereafter as is possible, Firm shall invoice Client Twenty Eight Thousand, Two Hundred Dollars (\$28,200.00) for total compensation and expenses, and this sum shall be due and payable within thirty (30) days of receipt of said invoice. Firm shall deposit and hold the sum in a separate interest bearing client trust account and shall, on the last working day of each month, draw against the total amount on hand in said account a sum equal to Two Thousand, One Hundred Dollars (\$2,100.00) for professional services provided, and a sum of up to Two Hundred Fifty Dollars (\$250.00) for expenses actually incurred, during the month under this Agreement. Interest earned on Client amounts held in said account will be paid to Client at the end of the Term, unless otherwise requested by Client. Any balance remaining in said account to the credit of Client upon termination of this Agreement shall be returned to Client.

The Firm will report to Client actual hours worked and expenses incurred under this Agreement. The report shall be provided to Client at the end of each month during the period of this Agreement, beginning with the first report covering the period September 1, 2007 through September 30, 2007. The report will provide a separate entry by day of the working individual, hours worked and brief description of the subject matter, work performed and expense incurred. In addition, the Firm shall provide a copy of the firm's trust card detailing the date on which a withdrawal occurred which is detailed in the paragraph above and the amount of Client's funds on hand in the account. If the Client elects to renew this Agreement for one or more additional terms, Client and Firm will reasonably and in good faith negotiate Firm compensation and expense reimbursement for the term, taking into consideration the rate of compensation, workload and expense reimbursement of the immediately preceding term, and anticipated workload and expense for the subsequent term; which compensation and expense reimbursement for the term shall be subject to approval of each city comprising the Client.

4. Captions: Captions used in this contract are for convenience and are not used in the construction of this contract.

5. Applicable Law: Except to the extent preempted by federal law, Nebraska law shall govern the terms and performance of this contract. The parties agree to submit and not object to personal jurisdiction of any state court of or located in Sarpy County, Nebraska, and that personal jurisdiction of and in any such court shall be proper, convenient and not objectionable.

6. Interest of the Lobbyist: The Firm covenants that it presently has no interest and shall not knowingly acquire any interest, direct or indirect, which would conflict with the performance of its duties required to be performed under this contract. Furthermore, the Firm is in agreement that, should a conflict of interest arise that would preclude the Firm from performing the lobbying services as outlined in this Agreement, the Firm will promptly notify Client of the nature of the conflict once Firm knows or reasonably should have known of the conflict, and compensation to the Firm will be reduced by the amount required for

Client to retain another lobbyist to represent Client on that issue(s) for which the Firm was found to be in conflict. If, however, Client perceives in its sole discretion that Firm may not be able to impartially continue performing lobbying services for Client, Client shall in the alternative have the option to terminate this Agreement with ten days written notice to the Firm.

7. Modifications: This contract contains the entire agreement of the parties. No representations were made or relied upon by either party, and there is no other agreement or understanding, other than as expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in a written amendment executed by each party.

8. Assignment: Personal lobbying of members of the legislative or executive branches or their offices shall be performed by the Principal Lobbyist unless otherwise agreed by the Client. Other lobbying services shall be provided under the direction and control of the Principal Lobbyist by such members or employees of the Firm as the Principal Lobbyist designates. The Firm may not assign any right under this contract without the express prior written consent of the Client.

9. Strict Compliance: All provisions of this contract and any document that shall be attached hereto by the parties and incorporated herein by specific reference shall be strictly complied with as written.

10. Authorized Representative: In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process during the term of this contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representative of the parties:

(1) The United Cities of Sarpy County
Brenda Sedlacek Gunn
City Administrator
La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska 68128
Blair, Nebraska 68008

(2) Kelley & Lehan, P.C.
Joseph D. Kohout
7134 Pacific Street
Omaha, Nebraska 68106

11. Insurance. Firm shall obtain and maintain during this Agreement such insurance in such amounts and providing such coverages as Client from time to time requires, issued by an insurer acceptable to Client that is authorized to do business in the State of Nebraska, and naming the Client (and each of the municipalities comprising Client) as an additional named insured.

12. Remedies. Any remedies specified herein for breach of this Agreement shall be cumulative and available to and exercisable by the parties along with all other remedies at law or in equity, including, but not limited to, injunction and specific performance. The municipalities comprising the Client will have the authority to jointly enforce this Agreement pursuant to the Interlocal Agreement, or to severally enforce this Agreement.

13. Client Action. Except as otherwise provided herein, Client action under this Agreement shall require such approval and be taken in the manner provided in the Interlocal Agreement.

EXECUTED this ____ day of _____, 2007.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF GRETNA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF LA VISTA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF PAPILLION, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF SPRINGFIELD, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

KELLEY & LEHAN, P.C.

By: _____
Joseph D. Kohout

Witnessed by: _____

8/30/2007 3:58 PM

Lobbying Agreement

Insurance Requirements

Pursuant to Paragraph 11 of the agreement between the United Cities of Sarpy County ("Client") and Kelley & Lehan, P.C. ("Firm") for professional lobbying services ("Agreement") effective September 1, 2007, Firm shall maintain in effect at its sole cost and expense insurance providing at least the following coverages for the duration of the Agreement and thereafter for a period equal to the longest limitations period applicable to acts, omissions or claims arising out of or resulting from the Agreement:

1. General commercial liability: \$2,000,000 per occurrence and \$4,000,000 annual aggregate;
 2. Motor vehicle: Liability - \$1,000,000 per person and \$2,000,000 per occurrence, and physical damage - \$500,000 per occurrence; and
 3. Workers compensation: Statutory limits
- ("Insurance").

Said Insurance shall be provided by an insurer authorized to do business in Nebraska and satisfactory to Client, and shall name Client (and each of the cities comprising the Client) as an additional named insured. If professional services will be provided under the Agreement, Firm also shall maintain professional liability coverage of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. The terms and conditions of any policy providing required coverages shall be subject to review and approval of Client from time to time. Said policies shall not be cancelable, terminable or modifiable without thirty (30) days prior written notice delivered to Client. Further, if any coverage is on a claims-made basis, Firm shall, prior to the effective date of termination of said coverage, purchase at its expense, either a replacement policy annually

thereafter having a retroactive date no later than the effective date of this Agreement or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the Firm's current coverage. Firm shall provide current certificates of coverages to Client upon request.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2007 AGENDA**

Subject:	Type:	Submitted By:
INSTALLATION OF "NO PARKING BETWEEN SIGNS" SIGN ON BAYBERRY ROAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the installation of a "No Parking Between Signs" sign on the south side of Bayberry Road; from Chinawood Avenue – 110 feet to the east.

FISCAL IMPACT

Public Works has the required signs and poles in stock.

RECOMMENDATION

Approval

BACKGROUND

Public Works has received numerous calls concerning the limited sight distance when stopped on northbound Chinawood Avenue at Bayberry Road; caused by vehicles parked on the south side of Bayberry Road. Public Works monitored the area during the work week, evenings and weekends and concurred that visibility was impacted by vehicles parked at this location. Notification of this action has been sent to all residents adjacent to the proposed location. An aerial photograph of the proposed site has been included.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE INSTALLATION OF A "NO PARKING BETWEEN SIGNS" SIGN ON THE SOUTH SIDE OF BAYBERRY ROAD; FROM CHINAWOOD AVENUE – 110 FEET TO THE EAST.

WHEREAS, the City Council of the City of La Vista has determined that installation of a "No Parking Between Signs" sign on Bayberry Road is necessary for the safety of the traveling public, and

WHEREAS, the Public Works Department has monitored the area on weekdays, evenings and weekends and has determined that said sign installation is necessary, and

WHEREAS, the Public Works Department possesses the necessary material for installation of the "No Parking Between Signs" sign.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska approving the installation of a "No Parking Between Signs" sign on the south side of Bayberry Road; from Chinawood Avenue – 110 feet to the east.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2007 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF MAGNETIC DOOR LOCKS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase and installation of (8) Magnetic Door Locks from Lueders Lock & Key, Inc., Omaha, Nebraska for an amount not to exceed \$10,000.00.

FISCAL IMPACT

The FY 2006/07 Construction Fund provides funding for the project.

RECOMMENDATION

Approval

BACKGROUND

The FY 2006/07 Construction Fund originally earmarked \$10,000 for epoxy coating the restroom floors at City Park and Central Park. A La Vista area business donated the epoxy coating to the Public Works Department and the work was performed in-house. Funding for the magnetic door locks has been requested the last three budget years.

Currently, Public Works opens each of the park restrooms each morning. The police department has their personnel lock the doors each night. The magnetic lock system will automatically lock and unlock the doors each day. The lock system will eliminate the need to have Public Works personnel report on certain weekends and holidays to open doors; in addition it will eliminate the need for police personnel to lock-up at night. There is a safety button inside each restroom that prevents anyone from being locked inside the restroom at closing time. Two quotes were received for the project:

Lueders Lock & Key, Inc.	\$10,000.00
Enterprise Locksmiths, Inc.	\$19,064.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE AND INSTALLATION OF (8) MAGNETIC DOOR LOCKS FROM LUEDERS LOCK & KEY, INC., OMAHA, NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of (8) Magnetic Door Locks is necessary, and

WHEREAS, the FY 2006/07 Construction Fund budget includes funding for the purchase Magnetic Door Locks, and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of (8) Magnetic Door Locks from Lueders Lock & Key, Inc., Omaha, Nebraska for an amount not to exceed \$10,000.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER 2007

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ENTERPRISE LOCKSMITHS, INC.

MASTER LOCKSMITHS

7505 PACIFIC • OMAHA, NE 68114

(402) 393-7727 • FAX (402) 393-7830

FAX	DATE 8/14	PAGES 1	FROM AMRON
TO BRIAN L.	CO. ENTERPRISE LOCKSMITHS, INC.	PH # 402-393-7727	FAX # 402-393-7830
CO. LAVISTA			
FAX # 331-1051			
MESSAGE			

JOB LOCATION:

c/o BRIAN @ 651-2189
 LAVISTA PARKS ROOMMOOMS
 ACCESS BID
 (626 HALL)

QUAN.	DESCRIPTION	BID PRICE	QUOTE TOTAL
8	VANDAL PROOF EXIT SWITCHES (121 225X)	190.00	1520.00
4	MORTISE CYL. & RKEY (K.A.) FOR SWITCH PLATES	40.00	160.00
4	KEY-OVERRIDE SWITCH PLATES	100.00	400.00
8	MAGNETIC LOCKS (120V/3040/24) GATE/CONDUIT	375.00	3000.00
8	MAG-LOCK ZBRACKETS (IN-SWING) (Y-DEC)	90.00	720.00
4	POWER SUPPLY ENCLOSURES + BATTERIES (ATRONIX) AL15.0	180.00	720.00
4	TIMER BOARDS (ATRONIX) PT-724	146.00	584.00
8	TIME-MINDER (SECURITRON) TMR DOOR UNLOCK TIMEBOARD	60.00	480.00
8	DOOR STOP/BUMPERS (FLOOR/WALL)	30.00	240.00
4	FASTENERS, CONDUIT, CONNECTORS, WIRE SFC BOXES	250.00	1000.00
8	PASSIVE INEARED SENSORS (SECURITRON) XMS	155.00	1240.00

4 LABOR - (POR BUDG.) INSTAL MAG-LOCKS, ZBRACKETS, DOOR STOPS, SFC. BOXES, POWER SUPPLY, TIMERS, SWITCHES, CONDUIT, PIR, WIRE TOGETHER 2,250 9000.00

BRIAN - I'm assuming
 APPROVAL WOULD BE SOMETIME LATER,
 SO I'M BRINGING ON THE HIGH SIDE OF FASTENERS
 + LABOR - THAT SHOULD PROTECT THE MFG
 FOR LATER UPDATES + LOWER OUT THIS PRICE
 TO STILL BE FUTURE-ACCURATE
 CALL WITH QUESTIONS
 THANKS - AMRON

X

Customer Signature

X

Serviceman Signature

SERVICE CALL

TAX

AMOUNT

919,064.00

+ APPLICABLE TAXES



P.O. Box 390986 • Omaha, NE 68139-0986
Phone: (402) 312-7098

WORK ORDER NO. 1577

INVOICE TO**JOB LOCATION**

Attn: Brien/Lukasiewicz Phone 331-1051

Name City of La Vista

Address _____

City _____ St. _____ Zip _____

Purchase Order # _____

Name City Parks

Address Restrooms

City La Vista St. _____ Zip. _____

Phone _____

Contact Brian

LABOR

PARTS

Service Call				First Key to Lock		
Labor				Auto Impression		
Overtime				Duplicate Keys		
Lockout				Misc. Supplies		
Cylinder Change				8 1200 Lb. Mag Locks	250. ⁰⁰	2,000. ⁰⁰
Cylinder Change w/o Existing Key				4 Power Supplies w/Batt.	300. ⁰⁰	1,200. ⁰⁰
Set lock to Ind. Master				8 Extra Heavy Duty Buttons	180. ⁰⁰	1,440. ⁰⁰
Repair Lock				4 Keyswitch / Manual OR	65. ⁰⁰	260. ⁰⁰
Safe Work				8 Timers for Buttons	70. ⁰⁰	560. ⁰⁰
C.C. Safe				4 Day Timers	200. ⁰⁰	800. ⁰⁰
Open Safe Deposit						
Install hardware and conduit Concrete Thru-out			3,740. ⁰⁰	RESTOCKING CHARGE 15%		
				SUBTOTAL LABOR		6,260. ⁰⁰
				Comments		
				City of La Vista is to supply conduit and boxes.		
				Thanks Brian!		
				Date	Labor	27/1/08

VEHICLE INFORMATION

Year	Make	Model
------	------	-------

VIN #

License #

Mileage

Color

Date _____

Time in

Time Out

Mileage

☐ CASH☐ Check #☐ Cr. Card Type

Auth. #

INVOICE TO FOLLOW

Labor

Parts

Subtotal

Sales Tax

Mileage Charge

Travel Time

TOTAL

Account balances over 30 days old.

THE ABOVE SERVICE, MATERIAL, AND LABOR ARE PART OF THE TERMS
CONDITIONS, AND CHARGES ON THE REVERSE SIDE HEREOF AND ARE
PART OF THIS AGREEMENT.

BY REASON OF THE AUTHORITY, I (WE) ASSUME FULL RESPONSIBILITY FOR THE OPENING, CHARGING AND SERVICING OF SAID EQUIPMENT AND AGREE TO INDEMNIFY AND HOLD HARMLESS, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM LOSS OR EXPENSE AS THE RESULT OF CLAIMS ARISING OUT OF OR IN CONNECTION WITH SAID EQUIPMENT.

x Brett

X

Technician's Signature _____

Customer Approval

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of
Lot 15/Park View Heights IV \$2,067.83
were notified to clean up their property as they were in violation of the City of La Vista's Municipal Code, Section 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 Special Assessments for Improvements in the amounts and against the property specified above, located within Sarpy County, La Vista, Nebraska.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

July 19, 2007

Terryl B Eastwold
8801 Bayberry Rd
La Vista, NE 68128



RE: Lot 15, Park View Heights IV, Sarpy County

Dear Mr. Eastwold:

On June 12, 2007, your property on Park View Blvd in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and you were given 5 days to mow and trim or the City would correct the violation at the owner's expense. On June 21, June 27, and June 28, 2007 the Public Works Department mowed and line trimmed the front and back yard of the property. They also removed a great deal of yard waste, a brush pile, and other debris. A total cost of \$2,067.83 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing and Line Trimming, Plus Waste Removal on Property		
Two Workers, 11 Hours Each		273.68
One Worker, 10 Hours		240.30
One Worker, 13 Hour		280.93
Equipment Cost		1,106.86
Material Cost		116.06
TOTAL	\$	<u>2,067.83</u>

Please remit \$2,067.83, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on September 4, 2007, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

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

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

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

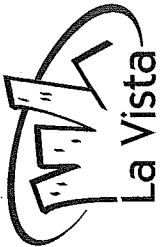
Golf Course
8305 Park View Blvd.
p: 402-339-9147

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

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

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

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



City of La Vista
8116 Park View Blk
La Vista, NE 68128

AUG - 9 2007

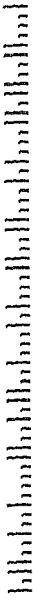
Terryl B Eastwold
8801 Bayberry Rd
La Vista, NE 68128

NIXIE

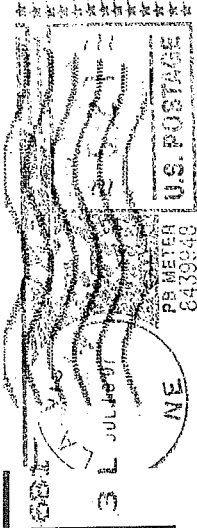
681 4E 1 70 08/08/07

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 68128213215 *1095-07214-08-25



68128213215



7004 1350 0004 0296 6199

Sent to Terryl B Eastwold
Street, Apt. No.: 8801 Bayberry Rd
or PO Box No. LA VISTA NE 68128
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

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

Postmark
Here

OFFICIAL USE

For delivery information visit our website at www.usps.com

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7004 1350 0004 0296 6199

July 6, 2007

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
8801 Bayberry Rd.

The following is a list of the expenses incurred by the Public Works Department on June 21st and June 27, 2007 while mowing and line trimming the front and back yards, and removing a great deal of yard waste, a brush pile, debris, etc., at 8801 Bayberry Rd., per your request. Additional hours and equipment were logged on June 28, 2007 to take the debris to the landfill.

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup (06/21/07)	\$20.00	1	\$20.00
2 pickups (06/27/07)	\$40.00	5	\$200.00
3 dump trucks (06/27 & 06/28)	\$75.00	5	\$375.00
1 tractor	\$20.00	8	\$160.00
2 push mowers	\$13.50	1	\$13.50
1 chainsaw	\$8.67	8	\$69.36
1 leaf blower	\$7.50	8	\$60.00
2 line trimmers (06/21 & 06/27)	\$19.00	11	\$209.00
TOTAL			\$1,106.86

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$24.03	10	\$240.30
Employee #2	\$21.61	13	\$280.93
Employee #3	\$16.38	11	\$180.18
Employee #4	\$8.50	11	\$93.50
TOTAL			\$794.91

MATERIALS & FEES:

3 Sarpy County Landfill tickets totaling	\$86.56
1 trailer dumpster	\$25.00
3 oz. Tordon @ \$1.50/oz.	\$4.50
TOTAL	\$116.06

TOTAL EQUIPMENT, LABOR and MATERIALS: \$2,017.83

City of La Vista

Service Request Form



☐ Council Member

☒ Citizen

☐ Employee

Caller's Name: Trevor Groenjes

Address: 8737 Bayberry Rd.

Phone Number: 402-216-8929

Date Received: 06/15/07 **Time Received:** 3:15 p.m. **Received By:** Cindy - P.W.

☒ Request by Phone

☐ Request by Mail

☐ Request in Person

Nature of Request: He called to report that his next door neighbor's property (8801 Bayberry Rd.) needs to be mowed in the back yard. Evidently the property has been vacant for 5 years ever since the elderly owner moved into a nursing home. No one has taken care of the property, except the neighbor on the other side of the vacant property has occasionally mowed the front yard at the same time he mows his own yard. The back yard of the vacant property has overgrown trees, weeds, grass, etc, which are harboring snakes and rats.

Department Responsible for Action: Code Enforcement

Assigned Date:

Report of Action:

6/18/07 Contacted Trevor to let him know
when this complaint is in our process.
6/19/07 Turned over to P.W. took before pictures.
Date Accomplished: 6/21/07 Contacted the owner by finding
his number in the phone book. He is disabled &
bound to a bed. He was O.K. that P.W. was
doing the front yard but will contact some lawn
care services to do the back. I

Reviewed by DH:

Date:

Reviewed by CA:

Date:

Date Mailed:

will call him back on 6/22/07.
He stated he did get my yellow tag
but did not understand it.

339-1784
on back Terry Eastwood

6/25/07 Contacted Terryl
+ asked if he found a lawn
service for the back. He
said no. He asked that the
crew from Public Works knock
on his door to get the key
for the pad lock on the
gate. I asked if he
planned on updating the
license or getting a required
tarp permit for the pop-up
camper/trailer and he said
just tow it. I called Cindy
to reschedule everything + to
asked if P.W. could pull it or if
they want the police to handle it. She will call
me back. Took pictures of the camper + front
yard after P.W. had moved. Brian L. asked if
they could remove a post from the gate so they
could get a frontloader in to move the debris.
I said just so long as they can put it back
the way it was + not damage anything.
6/27/07 P.W. did the clean-up. Took after pictures
the people to the west of him are taking care of buying
the camper + moving it by 7/5/07.
7/12/07 Camper is still there. Lady at 8505 Bayberry says her
brother has changed his mind. If not gone by Monday
7/17/07 I will have P.W. haul away. 7/17/07 Trailer is gone

Date 6/12/07
Location 8001 Bayberry
Violation 7.13 tarp for camper *tiense*
Time to Comply 133.01 mow + tree branches *5 days*
Vehicle Description _____

Follow-up Officer

Val W
Due 6/18/07

Date 6/12/07
Location 8801 Bayberry
Violation 7.13 tarp for camper fence
Time to Comply 133.01 mow + tree branches 5 days
Vehicle Description _____



Follow-up Officer

☐ Employee

Val H
Due 6/18/07

Phone Number: 402-216-8929

Date Received: 06/15/07 Time Received: 3:15 p.m. Received By: Cindy - P.W.

☒ Request by Phone

☐ Request by Mail

☐ Request in Person

Nature of Request: He called to report that his next door neighbor's property (8801 Bayberry Rd.) needs to be mowed in the back yard. Evidently the property has been vacant for 5 years ever since the elderly owner moved into a nursing home. No one has taken care of the property, except the neighbor on the other side of the vacant property has occasionally mowed the front yard at the same time he mows his own yard. The back yard of the vacant property has overgrown trees, weeds, grass, etc, which are harboring snakes and rats.

Department Responsible for Action: Code Enforcement

Assigned Date:

Report of Action:

6/18/07 contacted Trevor to let him know when this complaint is in our process.

Date Accomplished:

6/19/07 Took before pictures and turned over to Public Works
Clean up the brush pile in the back yard, line trim fence area, + mow entire property.

Reviewed by DH:

Date:

Reviewed by CA:

Date:

Date Mailed:

SARPY COUNTY LANDFILL
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046

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

SITE	NOVET	GRD	WEIGHMASTER	
02	469588		Mike P.	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE
06/28/07	06/28/07	10:21	10:34	551128
REFUEL		ORIGIN		

Scale 1 Gross Wt. 17440 LB
Scale 1 Tare Wt. 16480 LB
Net Weight 960 LB

Inbound - Charge ticket

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.48	TON	MSW-IN COUNTY	21.53	10.33	0.60	10.93

*For property
Clean-up at
8801 Bayberry*

Date: 7-6-07 ☐ Pay by Petty Cash
Code: 01.22-0401 Dept. Head: _____
Dept. Head: _____

Operating hours 8AM 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
10.93
TENDERED
CHANGE
CHECK NO

SARPY COUNTY LANDFILL
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046

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

DATE	TICKET	GRD	WEIGHT/ASTIN
02	469557		Mike P.
DATE IN	DATE OUT	TIME IN	TIME OUT
06/28/07	06/28/07	08:31	08:31
VEHICLE		ROLL OFF	
55125			
CHARGE		ORIGIN	

Scale 1 Gross Wt. 19380 LB
Stored Tare Wt. 15480 LB
Net Weight 3900 LB

Inbound - Charge ticket

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEES	TOTAL
1.95	TON	CONST&DEBRIS-IN COUN	21.53	41.98	2.44	44.42

*For property
Clean-up at
8801 Bayberry Rd*

Date: 7-6-07 ☐ Pay by Petty Cash

Code: 01.22.0401 Dept. Head: _____

Dept. Head: _____

Operating hours 8AM 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 TOTAL
44.42
TENDERED
CHANGE
CHECK NO.

WWW.SARPYCOUNTYNE.COM/PLN-A-SOFTW PL 1010-0001 SIGNATURE _____

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		469558				Mike P.	
DATE IN		DATE OUT		TIME IN		TIME OUT	
06/28/07		06/28/07		08:32		08:32	
				VEHICLE		ROLL OFF	
				55127			
REFERENCE				ORIGIN			

Scale 1 Gross Wt. 19620 LB
Stored Tare Wt. 16880 LB
Net Weight 2740 LB

Inbound - Charge ticket

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
1.37	TON	CONST&DEBRIS-IN COUN	21.53	29.50	1.71	31.21

*For property
clean-up at
8801 Bayberry Rd.*

Date: 7-6-07 ☐ Pay by Petty Cash
Code: 01.22.0401 Dept. Head: _____
Dept. Head: _____

Operating hours 8AM 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
31.21
TENDERED
CHANGE
CHECK NO.

WAGG TO REORDER CONTACT CAROLINA SOFTWARE 800-977-0777 SIGNATURE _____