



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO MARK ELLERBECK FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, *Mark Ellerbeck*, has served the City of La Vista since December 7, 2004, and

WHEREAS, *Mark Ellerbeck's* input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to *Mark Ellerbeck* on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 15TH DAY OF DECEMBER, 2009.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Mike Crawford
Councilmember, Ward II

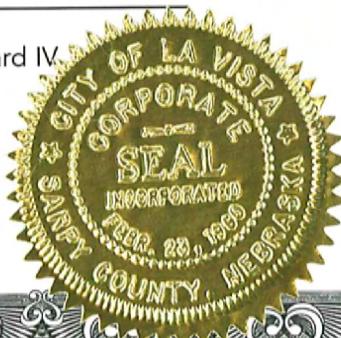
Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV



Pamela A. Buethe, CMC
City Clerk

ATTEST:

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING December 1, 2009

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 1, 2009. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Engineer Kottmann, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Recreation Director Stopak, Building and Grounds Director Archibald, and Public Works Director Soucie.

A notice of the meeting was given in advance thereof by publication in the Times on November 19, 2009. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

APPOINTMENT - FIRE DEPARTMENT OFFICERS

Fire Chief Uhl introduced the new officers to Council.

APPOINTMENT OF FIRE DEPARTMENT RECRUITS – SARAH ANDERSON, LAURA ARRICK, NICHOLAS DUNBAR, STEPHEN ELDRED, JENNIFER FERRIS, SHAUN JONES, COREY PODWINSKI, ZACHARY ROPSKI, JUSTIN URLACHER, BARBARA WITKOVSKI

Fire Chief Uhl introduced the following Fire Department recruits: Sarah Anderson, Laura Arrick, Nicholas Dunbar, Stephen Eldred, Jennifer Ferris, Shaun Jones, Corey Podwinski, Zachary Ropski, Justin Urlacher, and Barbara Witkovski.

APPOINTMENTS BOARD OF HEALTH – APPOINT DOUGLAS KINDIG, ANTHONY GOWAN, RICH UHL AND ROBERT LAUSTEN – 1 YEAR TERM CIVIL SERVICE COMMISSION – APPOINT PAUL CHRISTENSEN – 5 YEAR TERM; APPOINT JOHN VENDETTI - FULFILL VACANCY

Mayor Kindig stated that with the approval of Council Mayor Kindig would like to make the following appointments and reappointments: Board of Health – Appoint Douglas Kindig, Anthony Gowan, Rich Uhl And Robert Lausten – 1 Year Term. Councilmember Crawford motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried; Civil Service Commission – Reappoint Paul Christensen – 5 Year Term; Appoint John Vendetti - Fulfill Vacancy. Councilmember Sell motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM NOVEMBER 17, 2009
3. APPROVAL OF LIBRARY ADVISORY BOARD MINUTES FROM NOVEMBER 12, 2009
4. PAY REQUEST FROM HUNDEN STRATEGIC PARTNERS – PROFESSIONAL SERVICES - \$5,815.80
5. PAY REQUEST NO. 8 FROM EDAW – 84TH STREET REDEVELOPMENT VISION - \$17,928.07
6. APPROVAL OF CLAIMS

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

ACTION BATTERIES, Vehicle Supplies	34.95
ALAMAR UNIFORMS, Wearing Apparel	510.42
AMERICAN LEGAL, Contract Services	250.00
AMERICAN MARKING, Sewer	136.10
ARAMARK UNIFORM, Contract Services	260.60
ARCOA INDUSTRIES, Bldg & Grnds	277.68
ASPEN EQUIPMENT, Winter Maint.	60.00
ASPHALT & CONCRETE MATERIALS, Street Maint.	145.58
ASSOCIATED FIRE PROTECTION, Contract Services	394.50
AUSTIN PETERS GROUP, Training	2,097.34
BAKER & TAYLOR BOOKS, Books	121.90
BCR-BIBLIOGRAPHICAL, CD Rom	23.97
BEACON BUILDING SERVICES, Contract Services	6,437.00
BENNINGTON EQUIPMENT, Vehicle Maint.	38.47
BIG RIG TRUCK ACCESSORIES, Vehicle Maint.	40.00
BLACK HILLS ENERGY, Utilities	18.16
BRODART, Supplies	27.26
BROWN TRAFFIC PRODUCTS, Traffic Signs	256.61
BUETHE, PAM, Phone/Vehicle Maint/Travel/Printing	252.62
BUILDERS SUPPLY, Bldg & Grnds/Vehicle Maint.	574.39
CALENTINE, JEFFREY, Phone	30.00
CENTER POINT PUBLISHING, Books	241.44
CITY OF BELLEVUE, Training	168.00
COMP CHOICE, Professional Service	175.00
COX, Contract Services	179.15
D & D COMMUNICATIONS, Pagers	7,503.00
DRUMMOND, SONNY, Contract Services	36.00
EBSCO SUBSCRIPTION SERVICES, CD Rom	1,680.00
ECCLES, PAT, Auto Allowance	100.00
ED M. FELD EQUIPMENT, Equipment	550.00
FARQUHAR, MIKE, Auto Allowance	100.00
FILTER CARE, Vehicle Maint.	17.60
FIREGUARD, Equipment	7.50
FISHER EQUIPMENT, Traffic Signs	620.15
FITZGERALD SCHORR BARMETTLER, Professional Services	15,849.10
FLEET US, Bldg & Grnds	1,132.00
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,302.00
FROEHLICH, RORY, Auto Allowance	100.00
GALE, Books	512.97
GCR OMAHA TRUCK TIRE CENTER, Vehicle Supplies	634.58
GENUINE PARTS, Vehicle Maint.	1,552.96
GODFATHER'S PIZZA, Supplies	249.17
GOLDMAN, JOHN, Phone	85.00
GRAINGER, Supplies	33.58
GRAPHIC IMAGINATION, Vehicle Maint.	136.89
GRAYBAR ELECTRIC, Bldg & Grnds	340.67
GREENKEEPER, Supplies	52.50
GUNN, BRENDA, Phone	45.00
HANEY SHOE STORE, Wearing Apparel	240.00
HARM'S CONCRETE, Bldg & Grnds	317.75
HELGET GAS, Squad Supplies	73.00
HOBBY LOBBY, Supplies	24.84
HOIT, DAVID, Contract Services	18.00
INDUSTRIAL SALES, Bldg & Grnds	20.24
J Q OFFICE EQUIPMENT, Contract Services	391.79
JIFFY LASER, Equipment	219.00
JONES AUTOMOTIVE, Equipment	4,317.50
KIMBO EDUCATIONAL, Media	85.10
KINDIG, DOUGLAS, Phone	80.00
KLINKER, MARK, Professional	200.00
KRIHA FLUID POWER, Vehicle Maint.	326.64

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LAMP RYNEARSON/ASSOCIATES, Professional Services	352.85
LANGLEY ANIMAL HOSPITAL, Contract Services	174.00
LAUGHLIN, KATHLEEN, Payroll Withholdings	809.00
LECC, Training	60.00
LERNER PUBLISHING GROUP, Books	427.24
LINWELD, Supplies	44.95
LOGAN CONTRACTORS SUPPLY, Street Maint.	2,662.80
LUKASIEWICZ, BRIAN, Phone	50.00
M E SHARPE INC PUBLISHER, Books	420.00
MICHAEL TODD AND COMPANY, Bldg & Grnds	5,080.39
MID AMERICA PAY PHONES, Phone	50.00
MID CON SYSTEMS, Vehicle Maint.	72.90
MIDWEST TURF & IRRIGATION, Bldg & Grnds	52.67
MSC INDUSTRIAL SUPPLY, Supplies	60.35
MUD, Utilities	868.33
MULHALL'S, Bldg & Grnds	434.98
NEBRASKA GOLF & TURF, Electric Cart	94.42
NEBRASKA LAW ENFORCEMENT, Travel	360.00
NEBRASKA STATE PATROL FOUNDTN, Travel	25.00
NEXTEL, Phone	465.37
NUTS AND BOLTS, Vehicle Maint.	10.98
OABR PRINT SHOP, Printing	5,192.96
OFFICE DEPOT, Supplies	632.35
OXMOOR HOUSE, Books	34.91
PAPILLION TIRE, Vehicle Maint.	40.00
PARAMOUNT LINEN & UNIFORM, Uniforms	362.46
PAYLESS, Supplies	255.09
PENWORTHY, Books	1,879.11
PERFORMANCE CHRYSLER JEEP, Vehicle Maint.	7.72
PITNEY BOWES, Supplies	221.00
PRECISION INDUSTRIES, Winter Maint.	25.60
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	216.00
PUSH PEDAL PULL, Bldg & Grnds	287.96
QWEST, Phone	1,035.94
RAINBOW GLASS & SUPPLY, Bldg & Grnds	48.00
RALSTON AUTOMOTIVE SERVICE, Supplies	115.20
RAMIREZ, JOHN, Contract Services	36.00
RAMIREZ, RITA, Phone	43.00
RAWLEY, TOM, Contract Services	18.00
RECORDED BOOKS, Media	195.74
RENOLINSKI, MARK, Contract Services	36.00
RUSTY ECK FORD, Vehicle Maint.	35.60
S & W HEALTHCARE, Squad Supplies	150.00
SAPP BROS TRUCK STOPS, Vehicle Supplies	896.00
SAPP BROS, Vehicle Supplies	1,028.50
SARPY COUNTY, Contract Services	3,495.03
SMOOTHER CUT, Contract Services	660.00
SNITILY CARR, Professional Services	635.15
SOUCIE, JOSEPH, Phone	60.00
STATE STEEL, Vehicle Maint.	38.71
STOPAK, SCOTT, Phone	50.00
STRATEGIC INSIGHTS, Contract Services	675.00
SUMMER KITCHEN CAFÉ, Supplies	52.61
TED'S MOWER SALES & SERVICE, Maintenance	38.84
TRI MUTUAL AID FIREFIGHTERS, Dues	150.00
VERIZON, Phone	195.76
WINGATE INNS, Travel	230.85

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten informed Council there is an investigation ongoing in regard to the suspected arson fires in Ardmore Park.

Fire Chief Uhl introduced Medical Training Officer Melanie Smith to speak to Council about an EMS competition. Smith informed Council that the team of Don McKay, James Tiehen, and Aaron Peth from the La Vista Volunteer Fire and Rescue Department placed 3rd in the EMT – B Competition.

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Library Director Barcal informed Council a student practicum from UNO has volunteered to work at the library from January through April for a total of 90 hours.

B. EXECUTIVE SESSION – LAND ACQUISITION

At 7:17 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest to provide negotiating guidance regarding land acquisition. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:43 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

C. ANNEXATION OF SANITARY AND IMPROVEMENT DISTRICT #59, SANITARY AND IMPROVEMENT DISTRICT #214, AND ADJOINING MISCELLANEOUS LOTS

1. ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1107 entitled: AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.59, OAKDALE PARK, BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6TH P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N R12E OF THE 6TH P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), 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. Said ordinance was read by title.

Councilmember Gowan made a motion to approve Ordinance No. 1107 on its third and final reading. Seconded by Councilmember Carlisle. Jeff Toberer, representing US Cold Storage addressed Council. He stated he would have attended the public hearing, but he was not aware that one was held; and he did not have time to bring this to the attention of the City sooner for various reasons including the Thanksgiving holiday. Mr. Goodheart, the owner of US Cold Storage was not in attendance. Mr. Toberer read a statement from Mr. Goodheart, which stated that he was re-thinking an addition on to the facility, since there will be a tax increase, and an increase in tax liability is a concern. Mr. Toberer stated that SID 59 is a designated as an industrial area and has different requirements for annexation. City Administrator Gunn asked how the City could verify this information. Mr. Toberer was unable to present any documentation supporting his position; rather he relied on vague recollections of events that occurred in the early 1970's. He stated that SID papers recorded through the Sarpy County Board and the District Court in the early 70's should show designation of the area. Administrator Gunn asked if the SID board was aware of this special land designation. Mr. Toberer stated they may not know as none of the original board members are there. City Attorney McKeon advised Council that they could go ahead with the vote and Mr. Toberer's concerns will be researched and if there are any changes this can come back before Council for reconsideration on December 15, 2009.

Prior to taking the vote, Mayor Kindig stated for the record and inclusion in the minutes pursuant to Neb. Rev. Stat. Section 16-630(7) that the City formally complied with the notice requirements of Neb. Rev. Stat. Section 16-630(6). Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. APPLICATION FOR FINAL PUD PLAN, FINAL PLAT, CUP AND SUBDIVISION AGREEMENT APPROVAL – LOTS 13 & 15, CRESTVIEW HEIGHTS

1. PUBLIC HEARING

At 8:10 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on an application for Final PUD Plan, Final Plat, CUP and Subdivision Agreement Approval – Lots 13 & 15, Crestview Heights.

Community Development Director Birch introduced this item and stated that this development is restricted to the overlay and senior housing. She also stated that the developer has agreed to

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meet the gateway corridor requirements even though this is not designated as a gateway corridor area.

Victor Pelzer representing the developer approached the Council to answer any questions regarding this project.

Scott Kennedy representing Calamar addressed Council asking that they table approval of the conditional use permit as Calamar had changes before approval.

Quinn Abraham, of 7605 Gertrude Street addressed Council to state his concern with the need for additional landscaping as a buffer along Gertrude Street. Vic Pelster, a representative of the developer, stated that he was agreeable to adding additional landscaping along Gertrude Street. Ann Birch advised that this could be done by revising the landscaping plan included in the PUD. At 8:17 p.m. Councilmember Quick made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

Councilmember Sheehan asked if the developer is meeting requirements. Birch stated that they are meeting requirements and have also agreed to meet the gateway corridor requirements. Councilmember Sheehan asked about the materials and the use of brick on these apartments. Birch stated that brick would go up about 8-9 feet and then it would be siding and on the garages the brick would go up about 4 feet and then it would be siding. Councilmember Sheehan stated that the Council needs to continue to hold development to the highest standards. Councilmember Crawford stated that he is voting against this project because he does not agree that there should be any commercial in this area. Councilmember Sell spoke in favor of the commercial stating that it is a good fit for seniors to be able to walk to the store when some may not have readily available transportation.

2. ORDINANCE – APPROVAL OF A FINAL PUD PLAN

Councilmember Gowan introduced Ordinance No. 1111 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question was, "Shall Ordinance No.1111 be passed and adopted?"; and clarified that the motion included revisions to the landscaping plan of the PUD for enhanced landscaping along Gertrude, as agreed by Mr. Pelster. Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Carlisle, Ellerbeck, and Gowan. The following voted nay: Sheehan and Crawford. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

3. RESOLUTION – APPROVAL OF A FINAL PLAT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-131: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLAT FOR LOTS 13 AND 14, CRESTVIEW HEIGHTS, TO BE REPLATTED AS LOTS 1 THRU 5, HARRISON HEIGHTS, A SUBDIVISION LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a Final Plat for Lots 13 and 14, Crestview Heights, to be replatted as Lots 1 thru 5, Harrison Heights; and

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WHEREAS, the City Administrator and the City Engineer have reviewed the final plat; and

WHEREAS, on October 15, 2009, the La Vista Planning Commission held a public hearing and reviewed the final plat and recommended approval subject to resolution of items identified by the city engineer and staff.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the plat for Lots 13 and 14, Crestview Heights, to be replatted as Lots 1 thru 5, Harrison Heights, a subdivision located in the Northeast 1/4 of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located south of Harrison Street & north and east of Gertrude Street, be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. The Final PUD Plan has been reviewed for conformance to the approved Preliminary PUD Plan and found to be in substantial conformance.
2. The necessary mylar copies of the final plat must be submitted with all required signatures.
3. A staking bond or letter certifying that lot corners have been pinned should be provided prior to the Mayor signing the final plat mylars. If provided, the staking bond should be based on \$150 per lot.
4. The Subdivision Agreement is under review by the City Attorney.

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

4. RESOLUTION – APPROVAL OF A CONDITIONAL USE PERMIT

Councilmember Ellerbeck made a motion to table Resolution No. 09-132 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR MULTIPLE FAMILY DWELLINGS FOR SENIORS ON PROPOSED LOT 4, HARRISON HEIGHTS. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

5. RESOLUTION – APPROVAL OF A SUBDIVISION AGREEMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-133: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 5, HARRISON HEIGHTS SUBDIVISION IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on December 1, 2009 approve the final plat for Lots 1 thru 5 Harrison Heights Subdivision subject to certain conditions; and

WHEREAS, the Developer, Empire Group, LLC, has agreed to execute a subdivision Agreement satisfactory in form to the City Attorney and City Administrator; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the December 1, 2009 City Council meeting for the Harrison Heights Subdivision be, and hereby is 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.

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

E. KEYSTONE TRAIL PROJECT - PURCHASE AGREEMENT AND TEMPORARY

EASEMENT – OSENTOWSKI

1. PUBLIC HEARING

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At 8:31 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Keystone Trail Project – Purchase Agreement and Temporary Easement - Ostentowski.

At 8:32 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION – APPROVE PURCHASE AGREEMENT AND TEMPORARY EASEMENT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-134: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND TEMPORARY EASEMENT AGREEMENT RELATING TO THE LA VISTA LINK – KEYSTONE TRAIL PROJECT AND AUTHORIZING PAYMENT FOR SAID EASEMENT TO THE DORIS OSENTOWSKI ESTATE IN AN AMOUNT NOT TO EXCEED \$23,500.00.

WHEREAS, right-of-way acquisition is necessary for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by the Doris Osentowski Estate; and

WHEREAS, a temporary construction easement for construction of the La Vista Link – Keystone Trail Project on a tract of land owned by the Doris Osentowski Estate; and

WHEREAS, the FY09/10 Capital Fund Budget provides for the expenses related to the Construction of the La Vista Link – Keystone Trail Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a purchase agreement and temporary easement relating to the construction of the La Vista Link – Keystone Trail Project and authorize payment for said purchase and easement to the Doris Osentowski Estate in an amount not to exceed \$23,500.00.

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

F. CLASS C LIQUOR LICENSE APPLICATION – PALACIO ENTERPRISES INC DBA 84TH STREET CAFÉ

1. PUBLIC HEARING

At 8:43 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Class C Liquor License Application for Palacio Enterprises Inc. dba 84th Street Café. Luis Palacio, the owner, addressed Council to answer any questions.

At 8:35 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-135: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR PALACIO ENTERPRISES INC. DBA 84TH STREET CAFÉ, LA VISTA, NEBRASKA.

WHEREAS, Palacio Enterprises Inc, dba 84th Street Café, 8013 S 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

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WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Palacio Enterprises Inc, dba 84th Street Café, 8013 S 83rd Avenue, La Vista, NE.

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

G. RESOLUTION – INTERLOCAL AGREEMENT – CITY OF RALSTON

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-136: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF RALSTON, FOR THE CITY OF LA VISTA TO PROVIDE THE SERVICES OF AN EMPLOYEE TO ACT AS A RESPONSIBLE CHARGE IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, The City of Ralston has requested the services of an employee, certified as a Responsible Charge, from the City of La Vista for a federally funded transportation project to be known as the reconstruction of Serum Avenue and 77th Street; and

WHEREAS, The City of La Vista Public Works Director is able to give the amount of time necessary to act as the Responsible Charge; and

WHEREAS, The City of Ralston will reimburse the City of La Vista for an hourly rate plus benefits for time spent by the Responsible Charge on the project and any additional attorney fees encumbered by the City of La Vista;

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with the City of Ralston for the City of La Vista to provide the services of an employee to act as a Responsible Charge 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.

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

H. RESOLUTION – AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-137: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR AN OUTDOOR INFLATABLE MOVIE SYSTEM

WHEREAS, the Mayor and Council have determined that it is desirable to take proposals for a Movie System; and

WHEREAS, a committee was formed and has prepared specifications for the request for proposals; and

WHEREAS, the FY 09/10 General Fund budget provides funding for such purchase;

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 the proposals in accordance with the specifications prepared by the committee, and said sealed proposals are to be opened publicly at 2:00 p.m. December 21, 2009, at City Hall, 8116 Park View Blvd., La Vista, Nebraska 68128.

Advertise for Bids	December 2, 2009
Proposals Due	December 18, 2009
Open Bids	December 21, 2009
Tentative Award Date	January 5, 2010

MINUTE RECORD

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

December 1, 2009

Seconded by Councilmember Ellerbeck. Councilmember Sheehan asked where the City got the specifications from. Captain Pokorny informed Council that he had talked to various vendors, and created the specs based on those conversations. Councilmember Sheehan asked if the equipment would work outdoors. Captain Pokorny stated that he has talked to others who had used the equipment to determine the best equipment for outdoor use. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

I. DISCUSSION – RENTAL HOUSING INSPECTION PROGRAM – DRAFT FORMS

Councilmember Sheehan asked how much notice was given to property owners before an inspection. Community Development Director Birch stated it would be approximately 30 days from the time the owner calls in for the inspection. Birch also stated that initially they will be inspecting for life safety issues. Councilmember Sell asked when the new ordinance takes effect. Community Development Director Birch stated the ordinance goes into effect on January 1, 2010, and property owners have until March 31, 2010 to register.

COMMENTS FROM THE FLOOR

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

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Gowan thanked Councilmembers Sell and Sheehan for staying to clean the cookers after the Chili supper Monday.

Councilmember Crawford thanked Scott and Mary for their work coordinating the tree lighting and soup supper event.

Mayor Kindig thanked the Fire Department and Public Works for helping with Santa's sleigh ride and the lighting of the Christmas tree.

Councilmember Gowan stated that people enjoyed having Santa go through the neighborhoods. Mayor Kindig stated that some changes to the route may be needed in upcoming years.

At 8:46 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING December 8, 2009

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 8, 2009. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Absent: Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, and, Assistant City Administrator Ramirez, Building and Grounds Director Archibald, and Street Superintendent Goldman.

A notice of the meeting was given in advance thereof by publication in the Times on December 3, 2009. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

A. APPROVAL OF APPOINTMENTS - FIRE DEPARTMENT OFFICERS

Mayor Kindig stated, with the approval of Council, he would like to make the following appointments as Fire Department Officers: District1: District Chief – Adam Vail; Fire Captains – Steve Stark, Ty Ebel, and Don McKay; Rescue Lieutenant – Steve Leighton; Fire Training Officer – TJ Markowsky; Medical Training Officer – Melanie Smith; and Public Information Officer – James Tiehen. District 2: Assistant Chief – Fire/Medical – Mike Farquhar; District Chief – Rory Froehlich; Fire Captains –Steve Overly, and Mike Boley; Rescue Captain – Rob Witt, Rescue Lieutenant – Vicki Pfeifer.

Councilmember Sell motioned to approve the appointment of the new Fire Department Officers. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

B. APPROVAL OF APPOINTMENTS - FIRE DEPARTMENT RECRUITS

Mayor Kindig stated, with the approval of the City Council, he would like to appoint the following Fire Department recruits: Sarah Anderson, Laura Arrick, Nicholas Dunbar, Stephen Eldred, Jennifer Ferris, Shaun Jones, Corey Podwinski, Zachary Ropski, Justin Urlacher, and Barbara Witkovski. Councilmember Sell motioned the approval, seconded by Councilmember Sheehan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

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

COMMENTS FROM THE FLOOR

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

C. REAL ESTATE BID **1. EXECUTIVE SESSION – STRATEGY SESSION**

At 6:03 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for a strategy session regarding a real estate bid. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

MINUTE RECORD

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

December 8, 2009

At 6:53 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

2. POSSIBLE RESOLUTION

There was no resolution.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor and Council

At 6:54 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING COMMISSION MINUTES
NOVEMBER 19, 2009**

DRAFT

The Planning Commission meeting of the City of La Vista was convened at 7 p.m. on Thursday, November 19, 2009, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Malmquist, Andsager, Kramolisch, Hewitt, Circo, Gahan, and Nielsen. Absent: Horihan, Alexander and Krzywicki. Also in attendance was Ann Birch, Community Development Director and John Kottmann, City Engineer.

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

1. Call to Order

The meeting was called to order by Vice Chairperson Circo at 7:02 p.m. Copies of the agenda and staff report were made available to the public. Alternate Jason Nielsen will be a voting member tonight.

2. Approval of Meeting Minutes – October 15 and 22, 2009

A. Approval of Meeting Minutes – October 15, 2009

Malmquist motioned to approve the October 15, 2009 minutes as presented. Nielsen seconded. Ayes: All. Nays: None. Motion approved.

B. Approval of Meeting Minutes – October 22, 2009

Gahan motioned to approve the October 22, 2009 minutes as read. Andsager seconded. Ayes: All. Nays: None. Motion approved.

3. Old Business

None

4. New Business

A. **Public Hearing for Cimarron Terrace Final Planned Unit Development (PUD) located at Lot 380, Cimarron Woods a subdivision in the N ½ of Section 16, Township 14N, Range 12E of the 6th P.M., Sarpy County, NE.**

i. Staff Report: This is a request for final PUD plan approval, final plat and the conditional use permit approval for the multi-family use. There were some outstanding issues in the staff report and comments.

On page 3 of the staff report under analysis, Traffic Access and Trail, #5, there are plans to signalize 99th Street, however, traffic volumes do not warrant it at this time. Some modifications to that intersection will be made in the initial stage of the development. Signals would not be installed until traffic volumes warrant. This information would be included in a subdivision agreement prior to going to council.

Page 4, # 6 & 7, the trail is proposed to be connected to the trail that is in Cimarron Woods, however, there is a maximum slope issue that needs to be corrected.

In the Utilities section there is an issue with installing an additional line valve north of Josephine Avenue which needs to be resolved before moving forward to City Council.

There are a variety of issues with regard to the grading plan. The primary issue is the signed agreement for the offsite wetlands mitigation area which has just been signed and submitted tonight and is therefore corrected.

The landscaping that is in the median of 99th Street will be relocated. The applicant has a proposed plan to do that. There is substantial modification to that roadway median.

There are a number of issues that the applicant will need to address. One particular, is the preparation of a subdivision agreement that identifies all of the various public improvements and how they are going to be financed.

There were some amendments made to the text of the final PUD plan that need updating. Noted conditional uses have been incorporated into the conditional use permit.

Staff recommends approval of the Final Plat, Final Planned Unit Development (PUD) Plan and Conditional Use Permit with the contingencies noted regarding all of the items noted in the staff report.

ii. Public Hearing: Malmquist motioned to open public hearing. Kramolisch seconded. Ayes: Malmquist, Andsager, Kramolisch, Gahan, Circo, Nielsen and Hewitt. Nays: None. Hearing opened at 7:11 pm.

Larry Jobeun appeared on behalf of the applicant and also, Mark Westergard the consulting engineer on the project. They find the recommendation report generally acceptable. They feel the outstanding items can be complied with between now and City Council. The final PUD is in substantial conformance with the preliminary PUD approved and recommended. Only minor changes have been made with respect to the site plan itself.

Jobeun recalled the original subdivision agreement for Cimarron Woods called for a traffic signal when warranted at 99th and Harrison, and they believe that would be the case with respect to this project. There were originally 419 units, but when the density was dropped down to 276 units the warrants for a traffic signal went away.

The City of Omaha controls that intersection and numerous conversations took place to convince them to put the traffic signal in. It was determined it was not warranted and there were no safety issues with respect to that intersection and the City of Omaha would not approve it. The reasons cited were #1) from a liability standpoint if the signal was installed that was not warranted and someone could show that an accident was caused by the unwarranted signal the City of Omaha, City of La Vista and the SID could be liable; and, #2) if a traffic control device is installed that is not warranted, you could risk not receiving federal funds in street improvement projects because you put in something that was not warranted. These items are federally

audited.

Mark Westergard with E & A Consulting, highlighted the drainage situation and how the apartments will affect the overall drainage of the Cimarron Woods development. A study on the Cimarron Terrace apartment grounds has been completed. The amount of storage that is available on site and that has been utilized actually has a significant decrease in the peak flow conditions. Putting the apartments in and the detention associated with those will improve substantially the downstream conditions for the rest of the residents in Cimarron Woods.

The SID also authorized a more comprehensive drainage study of all of Cimarron Woods due to a concern downstream, especially where the drainage goes beneath the railroad tracks. That has been initiated and some preliminary work has been done. Some of the preliminary numbers show that just the apartment's impact on the downstream drainage will reduce the water surface elevation for the 100 year storm by about one and a half feet. It is going to have a major impact. Final studies will be submitted to City Engineer, John Kottman for review.

Westergard commented that there are some slopes on the trail that approaches the 10% grade currently. The total grade difference between the southerly end of the trail and where it hooks into 99th Street is about 5.7%. They should be able to meet the ADA requirements but will probably have some short sections of 8% trail with landing areas.

Westergard said the Corps of Engineers 404 permit on the site and the water quality certification had been received, and the landscaping exhibits and median alignment for viewing. The water quality certification is also available.

Gahan asked about the issue with the MUD valve. Westergard said this is not an issue, it just did not get drafted onto the plans.

Circo asked how severe is the grading where it is only going to be a 10 foot wide section where it abuts to the property along the fence line. Is it going to be severe there or is that a flatter section of the trail. Westergard said some of those portions right there are some of the steeper portions. They will need to do a good on-the-ground survey there and see what they have.

Jackie Hill, Southwind resident, brought up concerns at the last meeting about a fence around the railroad track area. She asked to be shown what fencing was going to be put around the track. She said her concern is the bridge area and could the fence be extended to prevent access of the children.

Jobeun stated his client would put in whatever the city would require but felt the area was probably covered as well as it can be with their proposal.

Birch pointed out that the park area in Cimarron Woods which runs along the railroad isn't fenced. A fence is shown on this developer's plans in the area of Ms. Hill's concern.

Chaz Williamson, Cimarron Woods resident, has the following three concerns:

1) Regarding the traffic study decision that a traffic light was not necessary on 99th Street. The concern is that the traffic from the apartment complex is going to go through the Cimarron Woods neighborhood. The traffic study was done when school was not in session. There was an understanding previously that there would be a traffic light there to alleviate that traffic concern.

2) The development plan that has been presented shows a 25 foot setback for the apartment complex. It is zoned as R-3 and he understands that an R-3 requires a 30 foot setback and also a concern that the Gateway Corridor remain consistent with adjacent developments. A 25 ft. setback will be significantly closer to Harrison than any of the developments there now and will significantly change the character of the neighborhood.

3) The clear areas required on either side of the walking trail are not present on the submittals. He believes to maintain the character of the neighborhood that the visual buffer be maintained between the residential properties and the apartments. He is concerned that the trail is immediately adjacent to properties to this development.

Jobeun responded that as far as the traffic study, the City of Omaha sent a letter to the City of La Vista expressing concern and that the signal is not warranted. But, upon the developers request the City of Omaha would look at it from time to time and would allow a traffic signal if ever warranted. Westergard thinks upon full build out of the second phase, it might be warranted. Their subdivision agreement will take care of this item.

With respect to the concern on the trails, Jobeun stated that the trail is where the city wanted it to be. Regarding the traffic on Josephine, maybe there is something that could be done as far as a speed table to slow traffic down in the interim.

Eileen Williamson, Cimarron Woods resident, pointed out that in the zoning action that took place in January 2008 it says that in the rezoning of Lot 380 "a traffic signal shall be provided at 99th Street when the apartments are constructed regardless of warrants". She states that in her mind the Planning Commission voted and pushed to the City Council as a recommendation to rezone that lot as R-3 contingent upon a light being constructed at that intersection. So, not just in finalizing this planning application, but going all the way back to the zoning of that lot as R-3, it is contingent upon being a light there. If there is not going to be a light there that lot needs to be evaluated for the number of families that development can sustain without a light, expecting that traffic will be diverted back into the Cimarron Woods neighborhood. The zoning was contingent upon there being a light.

Jobeun was not sure that this was true in regard to the traffic signal, as pointed out. This property was already zoned, already platted, and the land use decision was made. When the original subdivision came through and there was a discussion about the traffic signal in the subdivision agreement, it was based upon 419 units. This developer has followed every direction the city has wanted it to take by reducing density, making the project nicer, making more green space, attaching garages, improving the overall architectural feel of the project and has thereby lost a significant amount of density. The developer is committed to doing a signal when it is warranted. Science, in the form of a traffic study, has dictated that a traffic signal

is not warranted at this current time.

Regarding setbacks, Birch read from the staff report on page 6, under the final PUD plan: The setbacks were approved as part of the preliminary plan and were noted on the preliminary plan as frontyard 25', sideyard, 10', street sideyard 25' and rear yard 10 ft. and were established at the time of zoning and preliminary PUD plan approval. This action is final PUD plan approval and evaluation of the final approval is whether it substantially conforms with the preliminary approval. At this time, the submittal is to be evaluated against conformance with what was approved under the preliminary plan.

Jobeun stated with respect to the traffic study and signal, that this is an ongoing thing. The developer can request an update of the traffic study from time to time. If a traffic signal is ever warranted, the developer will put it in. At some point, it is hoped that a signal is warranted and they will continue to check and update.

Gahan asked who does traffic studies. Jobeun said E & A did this one. It was reviewed by the city engineer, John Kottman and the City of Omaha. And, there was an independent review done as well. Ultimately, Omaha has this decision.

Kottman commented that traffic volume is estimated on full build out of the area, not just the traffic on that day of the study. The study was reviewed by La Vista, also, the city's traffic engineering specialist who concurred with the study and conclusions drawn for not warranting a signal. In 2002-03 when the original subdivision agreement was drafted it included the clause about installing a signal at 99th Street and Harrison at a point in time when there was an estimate of 419 apartments and the practice locally was to allow traffic signals on a discretionary basis throughout the metro area. Since, cases have led to the condition that the City of Omaha now says they will not expose themselves to the liability anymore and will follow the Manual on Uniform Traffic Control Devices. At the end of phase two, it is not terribly far from meeting the warrants for a signal.

Kottman explained that liability occurs when a traffic signal may create a higher potential for rear-end collisions because drivers don't all respond to a yellow signal; some break hard, some speed to get through. Cities must comply with federal regulations in terms of federal funding having to do with maintaining the capacity of arterial streets. Traffic signals tend to reduce the capacity of arterial streets by introducing the additional stopping of traffic.

Eileen Williamson said that originally the PUD indicated a 25 ft. frontyard setback, but it also listed Lot 380 as undetermined. A vote was made in January 2008 to zone this as R-3. When that vote was made there was no specific language stating that zoning as R-3 would continue to apply to the PUD and give it a 25 ft. setback. She feels it should have said that the setback would be 30 ft., or the setback would be 25 ft. She felt there was a potential, depending upon who is reviewing it, that it is zoned R-3 and that all requirements of R-3 should be applied to that lot. She asks if consistencies are with the Gateway Corridor or what Pedcor wants.

Birch explained that the difference is that this is an R-3 PUD and not just R-3 on its own. Jobeun, too, points out that the PUD ordinance and zoning code allows 25 ft.

setbacks. This is a final PUD to determine whether it is in general or substantial conformance with the preliminary PUD, which it is.

Malmquist motioned to close the public hearing. Nielsen seconded. Ayes: Malmquist, Andsager, Kramolisch, Gahan, Circo, Nielsen and Hewitt. Nays: None. Hearing closed at 7:55 pm.

Nielsen felt that there was a lot still to do before this is moved on. Malmquist felt that most of the issues have been addressed; those that haven't are the responsibility of the applicant to address so that it is complied with before it gets to City Council. The burden falls on them. It is the job of the Planning Commission to review to assure that it is essentially consistent with the original PUD. And, it does appear to be consistent with the PUD as presented and pass forward to City Council. There are some things that needed to be added to the final plat. This is pretty usual at the point of the review.

Circo added that he lives off of 104th Street and it is tough to contend with the traffic issues.

Nielsen asked how close the study was. Kottman replied that based on the traffic study interpretation knowing that right turning vehicles don't count, the required number is 84 for left turning vehicles through peak hours. The study showed that at the end of build out of phase two the estimated number is 70 vs. 84 required.

Malmquist motioned to recommend approval of the final plat as well as the final PUD because it is consistent with the preliminary plan that was reviewed; and the conditional use permit subject to the resolution of the items noted in the staff report. Hewitt seconded. Ayes: Gahan, Andsager, Hewitt, Malmquist, and Kramolisch. Nays: Circo and Nielsen. Motion carried.

This item is scheduled for the City Council meeting on December 15, 2009.

B. Public Hearing for Val Vista Replat Six Preliminary Planned Unit Development (PUD) and Preliminary Plat for property located at Lots 6 and 7, Val Vista Replat One, a subdivision on the SW ¼ of Section 16, Township 14N, Range 12E, of the 6th P.M., Sarpy County, NE.

i. Staff Report: This request is for a preliminary planned unit development and a final plat for a property consisting of two lots. The proposal is to replat into three lots for three 2-story office buildings and adding a PUD overlay zoning to the existing general commercial that is already there so that the site can be developed with shared parking, access and shared drives as a unified project.

A traffic impact analysis was compared by the consultant and has been sent to the city's consulting traffic engineer for review.

Larry Jobeun appeared on behalf of the applicant and indicated that the developer is acceptable to all of the layovers as outlined.

DRAFT

There are a variety of issues in the staff report that needs compliance. A draft subdivision agreement will be needed to identify how all of the utilities and drainage will be maintained.

Staff recommends continuance, pending further information from the applicant regarding the proposed development schedule and items noted in the staff report.

Gahan motioned to open the public hearing. Malmquist seconded. Ayes: All. Nays: None. Hearing was opened at 8:02 p.m.

Mark Westergard with E & A Consulting, also on behalf of the developer, accepts the recommendation for layover.

Debbie Maillaard, Val Vista Villas resident, asks who is developing the property and what company will be managing the property. She asks for future information and will be added to the mailing list for this case. She was shown plans of the project.

She asked if there would be berms, trees, etc. to protect them visually for the villas along 107th Street.

Upon inquiry she was told that there would be 604 parking stalls planned for that area. Zoning allows a variety of office and retail uses, but no specific tenants as yet. She was told that certain uses would need conditional use permits if they were not within the allowance of the zoning district. Her concern was with the lighting issue. If there would be any type of 24 hours services, she wondered if there were anything that could be done. There is nothing that restricts parking lot lights being on 24 hours a day.

She was invited to attend the next Planning Commission meeting on December 10th when this subject would be continued and she would have an opportunity to speak.

Mallaard said her concern is for a safe environment in this proposed area, that it would be patrolled and visually appealing to her neighborhood.

Jobeun responded that the developer is KVI.

Jennie Welna asked if single story buildings were considered on that site rather than the two-story and if these would be offices. Would they have any open all night tenants.

Circo said it would be commercial spaces. Tenants would have to go through a conditional use permit through the city in order to have such as a bar or the like and those neighbors within a certain radius would be notified.

Gahan motioned to continue the public hearing. Nielsen seconded. Ayes: Malmquist, Andsager, Kramolisch, Gahan, Circo, Nielsen and Hewitt. Nays: None.

This item is scheduled for the Planning Commission meeting on December 10, 2009.

C. Amendment of the Portal Ridge Planned Unit Development (PUD) to allow for 5' sideyard setbacks.

i. Staff Report: This is a request by the Portal Ridge developer, Boyer Young Development, to amend the 7-foot setback which is currently required to a 5-foot side yard setback. This would accommodate builders who desire to build a 3-car garage, ranch-style home, requested by their home buyers, on some of the remaining vacant lots.

The applicant has submitted a draft amendment to the Subdivision Agreement which establishes the modification to the side yard setback, and also identifies a minimum square footage for the houses to be constructed in the subdivision. The amendment should be revised to identify which lots it will apply to.

Staff recommends approval of the amendment to the final PUD plan to allow for 5-foot side yard setbacks, and approval the amendment to the Subdivision Agreement with revision as noted in staff report.

ii. Public Hearing: Hewitt motioned to open public hearing. Malmquist seconded. Ayes: Malmquist, Andsager, Kramolisch, Gahan, Circo, Nielsen and Hewitt. Nays: None. Hearing opened at 8:20 pm.

Mark Westergard with E & A Consulting appeared on behalf of the client to explain this amendment would allow for consistency with the other subdivisions in the La Vista area.

Mark Boyer, Boyer-Young Development Co. developers of Portal Ridge, explained that the market has changed and they have significant requests now for 3-car attached garages with their homes which are only possible by reducing the 7-foot sideyard setbacks to 5 feet. This would be consistent with other La Vista neighborhoods.

Hewitt motioned to close public hearing. Kramolisch seconded. Ayes: Malmquist, Andsager, Kramolisch, Gahan, Circo, Nielsen and Hewitt. Nays: None. Hearing closed at 8:22 pm.

Malmquist asked what the average width of a lot is at the moment. Westergard thought they were 74-foot lots.

Gahan recalled that the Portal Ridge developer had requested a sideyard setback amendment when the development was originally introduced. Birch stated that when the new Zoning Ordinance was adopted, which would have been before the Portal Ridge consideration, it changed the sideyard setbacks on all future developments to 10 feet.

Malmquist inquired as to which lots would have the proposed 5-foot yardside setbacks. Westergard said it would be on the balance of the lots still controlled by Boyer-Young Development and they would provide a list to the city.

Gahan felt that, if approved, the commissioners would be taking a step backwards from their original approval of the 7 feet, which should have been 10 feet, and now the developer wants a sideway setback of 5 feet for 60% of the lots remaining which are vacant.

Boyer said they want bigger homes on these vacant sites, they just won't fit. The proposed change would allow 4 feet on the existing vacant lots.

Malmquist inquired about the minimum square footage amendment in the subdivision agreement. Boyer said it is for minimum suggestions for their builders. A notice was sent to their existing Portal Ridge homeowners and they had not had any opposition.

iii. Recommendation: Staff recommends approval of the amendment to the final PUD plan to allow for 5-foot side yard setbacks, and approval the amendment to the Subdivision Agreement with revision as noted in staff report.

Malmquist motioned for approval of the amendment to the final PUD plan to allow for the 5-foot sideway setbacks and approval of the amendment to the Subdivision Agreement with revisions as noted in the staff report. Kramolisch seconded. Ayes: Malmquist, Andsager, Kramolisch, Circo, Nielsen and Hewitt. Nays: Gahan. Motion carried.

This item is scheduled for the City Council meeting on December 15, 2009.

5. Comments from the Floor

None.

6. Comments from the Planning Commission

Birch announced that the next Planning Commission is December 10, instead of the third Thursday of the month in order to beat the holiday rush.

Birch has proposed that in 2010, the same situation may happen and the Planning Commission could meet on December 9 in 2010.

Circo, Gahan and Horihan should have received letters from Mayor Kindig regarding re-appointment to the Planning Commission and she hoped that they are interested in continuing to serve.

Birch has received approximately 50 applications for the open Planner position and hopes to interview three or four soon.

Birch updated the commissioners on the progress of the 84th Street Vision Workshops. Now that a vision concept plan has been approved, the next stage will be implementation. The city golf course will become an open community park space with a lake. A developer will be sought and there may be some financing tools as incentives for property owners to willingly participate in the vision plan.

7. Adjournment

Nielsen motioned to adjourn. Hewitt seconded. Ayes: Malmquist, Andsager, Kramolisch, Gahan, Nielsen, Circo and Hewitt. Nay: None. Motioned carried. Meeting was adjourned at 8:44 p.m.

Reviewed by Planning Commission: John Gahan

Recorder

Planning Commission Chair

Approval Date

CITY OF LAVISTA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
BUDGET AND ACTUAL
For the two months ended November 30, 2009

		Sewer Fund		Golf Course Fund	
		MTD Actual	YTD Actual	MTD Actual	YTD Actual
				Over (Under) Budget	% of Budget Used
<u>REVENUES</u>	<u>Budget</u>				
User fees	\$ 1,454,126	\$ 127,034	\$ 231,452	\$ (1,222,674)	16%
Service charge and hook-up fees	250,000	4,000	11,900	(238,100)	5%
Merchandise sales	-	-	-	-	-
Grant	30,000	-	-	(30,000)	n/a
Miscellaneous	200	35	43	(157)	21%
Total Revenues	<u>1,734,326</u>	<u>131,069</u>	<u>243,395</u>	<u>(1,490,931)</u>	<u>14%</u>
<u>EXPENDITURES</u>	<u>Budget</u>				
General Administrative	388,427	36,890	71,616	(316,812)	18%
Cost of merchandise sold	-	-	-	-	-
Maintenance	1,247,842	39,962	270,085	(977,757)	22%
Production and distribution	-	-	-	-	-
Capital Outlay	11,550	-	-	(11,550)	0%
Debt Service:	-	-	-	-	-
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Total Expenditures	<u>1,647,819</u>	<u>76,851</u>	<u>341,701</u>	<u>(1,306,118)</u>	<u>21%</u>
OPERATING INCOME (LOSS)	86,507	54,218	(98,306)	184,813	-
NON-OPERATING REVENUE (EXPENSE)				(257,471)	(15,509)
Interest income	30,000	1,270	1,530	(28,470)	5%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	<u>30,000</u>	<u>1,270</u>	<u>1,530</u>	<u>(28,470)</u>	<u>5%</u>
OTHER FINANCING SOURCES (USES)					
Operating transfers in (out)	116,507	55,488	(96,776)	213,283	-
NET INCOME (LOSS)	<u>\$ 116,507</u>	<u>\$ 55,488</u>	<u>\$ (96,776)</u>	<u>\$ 213,283</u>	<u>-</u>
NET ASSETS, Beginning of the year					
NET ASSETS, End of the year					

* Preliminary Net Assets

Sarpy County Economic Development Corporation

1301 Harney Street
Omaha, NE 68102

Invoice

Date	Invoice #
12/4/2009	287

Bill To
Brenda Gunn City of La Vista 8116 Park View Blvd. La Vista, NE 68128

Terms	Project
Net 30	

Quantity	Description	Rate	Amount
	2009 SCEDC Annual Investment - Visionary Level We appreciate your involvement and impact in the growth of Sarpy County. Please continue to support this growth through your annual investment in Sarpy County EDC. If you have any questions, please call 402-978-7948.	10,000.00	10,000.00
	<i>Consent Agenda 12-15-09</i>		
Thank you for your continued support!		Total	\$10,000.00

BERENS-TATE CONSULTING GROUP

SPECIALIZING IN PUBLIC SECTOR ACCOUNTING AND FINANCE

10050 REGENCY CIRCLE
SUITE 400
OMAHA, NEBRASKA 68114
(402) 391-6188
FAX (402) 391-9037

CITY OF LAVISTA
8116 PARK VIEW BLVD.
LA VISTA NE 68128

PAGE: 1
11/30/2009
ACCOUNT NO: 712800-000E

ATTN: SHEILA LINDBERG

11/30/2009 ARBITRAGE REBATE CALCULATIONS FOR THE FOLLOWING BONDS:

City of LaVista Facilities Corporation \$5,900,000 Building Bonds (LaVista Fire Station Project) Series 2005	3,000.00
City of LaVista, Nebraska \$7,940,000 General Obligation Off-Street Parking Bonds Series 2006	<u>2,500.00</u>
FOR PROFESSIONAL SERVICES RENDERED	5,500.00
TOTAL	5,500.00
BALANCE DUE	<u>\$5,500.00</u>

Consent Agenda
12-15-09

THANKS

BERENS-TATE CONSULTING GROUP

SPECIALIZING IN PUBLIC SECTOR ACCOUNTING AND FINANCE

November 13, 2009

Sheila A. Lindberg
City of LaVista
8116 Park View Blvd.
LaVista, NE 68128

Dear Sheila:

Enclosed are the following reports:

\$5,900,000 Building Bonds, Series 2005

A two-year month spending exception report was completed from December 29, 2005 through December 29, 2007. The report shows that the City met the requirements of the spending exception and avoided paying over \$4,500 in rebate. No further spend-down computations are required, no arbitrage rebate calculation is required on the available construction proceeds, and no filings with the Internal Revenue Service are necessary as long as the Bond Fund is operated as described in the Certificate With Respect to Tax Matters and no additional gross proceeds arise.

\$7,940,000 General Obligation Off-Street Parking Bonds, Series 2006

The arbitrage rebate report is through March 31, 2009 and shows that no yield reduction payment is required and there were no positive arbitrage rebate earnings. Therefore, no payment is due and no filing with the Internal Revenue Service is necessary. No further computations are necessary as long as the Debt Service Fund is operated as described in the Certificate With Respect To Tax Matters and no additional gross proceeds arise.

Please let me know if there are any questions. Thanks for the opportunity to work with the City of LaVista!

Sincerely,



Chris D. Berens

Enclosure

BANK NO BANK NAME

CHECK NO

DATE VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

1 Bank of Nebraska (600-873)

98321	12/02/2009	4123 EDAW INCORPORATED	17,928.07	**MANUAL**
98322	12/02/2009	4151 HUNDEN STRATEGIC PARTNERS	5,815.80	**MANUAL**
98323	12/02/2009	609 SARPY COUNTY TREASURER	14,850.00	**MANUAL**
98324	12/08/2009	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	809.00	**MANUAL**
98325	12/15/2009	1657 A & D TECHNICAL SUPPLY COMPANY	55.20	
98326	12/15/2009	3983 ABE'S PORTABLES INC	85.00	
98327	12/15/2009	762 ACTION BATTERIES UNLTD INC	648.60	
98328	12/15/2009	106 ALL MAKES OFFICE EQUIPMENT CO	71.00	
98329	12/15/2009	2959 ALUMINUM ATHLETIC EQUIPMENT CO	76.25	
98330	12/15/2009	1524 AMERICAN MARKING CORPORATION	82.56	
98331	12/15/2009	3344 APPLIED INFORMATION MGMT INST	3,585.00	
98332	12/15/2009	536 ARAMARK UNIFORM SERVICES INC	244.98	
98333	12/15/2009	1678 ASPEN EQUIPMENT COMPANY	360.00	
98334	12/15/2009	1839 BCDM-BERINGER CIACCIO DENNELL	407.50	
98335	12/15/2009	1784 BENNINGTON EQUIPMENT INC	216.60	
98336	12/15/2009	3774 BENSON RECORDS MANAGEMENT CTR	653.16	
98337	12/15/2009	196 BLACK HILLS ENERGY	4,374.68	
98338	12/15/2009	2757 BOBCAT OF OMAHA	60.97	
98339	12/15/2009	4220 BRAD J WILLIAMS PHOTOGRAPHY	300.00	
98340	12/15/2009	117 BRODART	186.09	
98341	12/15/2009	830 BROWN TRAFFIC PRODUCTS INC	188.00	
98342	12/15/2009	76 BUILDERS SUPPLY CO INC	118.73	
98343	12/15/2009	1401 BURT, STACIA	432.00	
98344	12/15/2009	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
98345	12/15/2009	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
98346	12/15/2009	2625 CARDMEMBER SERVICE-ELAN	4,938.96	
98347	12/15/2009	3483 CENTERING CORPORATION	24.95	
98348	12/15/2009	152 CITY OF OMAHA	43.57	
98349	12/15/2009	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
98350	12/15/2009	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
98351	12/15/2009	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
98352	12/15/2009	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
98353	12/15/2009	83 CJ'S HOME CENTER	955.83	
98354	12/15/2009	2683 COLOMBO/PHELPS COMPANY	14.70	
98355	12/15/2009	4190 COMER, DELORES	37.28	
98356	12/15/2009	3799 COMPUTER & NETWORK SERVICES	114.89	
98357	12/15/2009	836 CORNHUSKER INTL TRUCKS INC	116.93	
98358	12/15/2009	2158 COX COMMUNICATIONS	58.65	
98359	12/15/2009	4126 CREW OMAHA METRO	275.00	
98360	12/15/2009	77 DIAMOND VOGEL PAINTS	163.25	
98361	12/15/2009	3892 DILLON BROS HARLEY DAVIDSON	1,108.11	
98362	12/15/2009	59 DITCH WITCH OF OMAHA	377.50	
98363	12/15/2009	364 DULTMEIER SALES & SERVICE	11.24	
98364	12/15/2009	3845 EBEL, TY	53.92	
98365	12/15/2009	1042 ED M. FELD EQUIPMENT	384.00	
98366	12/15/2009	1245 FILTER CARE	40.80	
98367	12/15/2009	3673 FOSTER, TERRY	74.89	
98368	12/15/2009	3984 G I CLEANER & TAILORS	189.70	
98369	12/15/2009	1344 GALE	204.46	
98370	12/15/2009	53 GCR OMAHA TRUCK TIRE CENTER	39.90	
98371	12/15/2009	4226 GEISSINGER, DAWN	35.00	

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
98372	12/15/2009	966 GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED** **VOIDED**				
98373	12/15/2009	966 GENUINE PARTS COMPANY-OMAHA		779.36					
98374	12/15/2009	35 GOLDMAN, JOHN G		36.95					
98375	12/15/2009	285 GRAYBAR ELECTRIC COMPANY INC		264.21					
98376	12/15/2009	4222 GREAT PLAINS GFOA		150.00					
98377	12/15/2009	385 GREAT PLAINS ONE-CALL SVC INC		215.42					
98378	12/15/2009	4086 GREAT PLAINS UNIFORMS		247.00					
98379	12/15/2009	71 GREENKEEPER COMPANY INC		315.00					
98380	12/15/2009	1044 H & H CHEVROLET LLC		66.63					
98381	12/15/2009	426 HANEY SHOE STORE		105.95					
98382	12/15/2009	1403 HELGET GAS PRODUCTS INC		20.00					
98383	12/15/2009	390 HOLIDAY INN-KEARNEY		153.90					
98384	12/15/2009	136 HUNTEL COMMUNICATIONS, INC		123.50					
98385	12/15/2009	1612 HY-VEE INC		247.98					
98386	12/15/2009	3440 ICSC-INTL COUNCIL OF SHPG CTRS		100.00					
98387	12/15/2009	1896 J Q OFFICE EQUIPMENT INC		780.31					
98388	12/15/2009	2394 KRIHA FLUID POWER CO INC		331.14					
98389	12/15/2009	2057 LA VISTA COMMUNITY FOUNDATION		70.00					
98390	12/15/2009	1241 LEAGUE ASSN OF RISK MGMT		42.00					
98391	12/15/2009	4213 LIBERTY FLAG & SPECIALTY CO		.00	**CLEARED** **VOIDED**				
98392	12/15/2009	4213 LIBERTY FLAG & SPECIALTY CO		616.85					
98393	12/15/2009	942 LIBRA INDUSTRIES INC		69.00					
98394	12/15/2009	877 LINWELD		284.69					
98395	12/15/2009	1573 LOGAN CONTRACTORS SUPPLY		2,651.60					
98396	12/15/2009	2664 LOU'S SPORTING GOODS		386.20					
98397	12/15/2009	3307 MAACO		600.00					
98398	12/15/2009	1875 MARSHALL CAVENDISH CORP		835.05					
98399	12/15/2009	153 METRO AREA TRANSIT		563.00					
98400	12/15/2009	872 METROPOLITAN COMMUNITY COLLEGE		24,388.29					
98401	12/15/2009	553 METROPOLITAN UTILITIES DIST.		179.70					
98402	12/15/2009	184 MID CON SYSTEMS INCORPORATED		186.28					
98403	12/15/2009	1600 MIDLANDS COMMUNITY HOSPITAL		150.00					
98404	12/15/2009	1306 MIDWEST PLASTICS INCORPORATED		161.40					
98405	12/15/2009	1028 NATIONAL PAPER COMPANY INC		378.22					
98406	12/15/2009	4227 NE DEPT OF ENVIRONMENTL QLTY		4.50					
98407	12/15/2009	548 NEBRASKA CLERK INSTITUTE		460.00					
98408	12/15/2009	3488 NEBRASKA STATE FIRE MARSHALL		360.00					
98409	12/15/2009	1099 NEMSA-NE EMER MED SVCS ASSN		590.00					
98410	12/15/2009	232 NOTARY PUBLIC UNDERWRITERS		94.00					
98411	12/15/2009	128 NSFSI-NE SOC/FIRE SVC INSTRS		170.00					
98412	12/15/2009	179 NUTS AND BOLTS INCORPORATED		2.70					
98413	12/15/2009	3504 OCCUVAX, LLC		880.00					
98414	12/15/2009	1014 OFFICE DEPOT INC-CINCINNATI		75.50					
98415	12/15/2009	195 OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED** **VOIDED**				
98416	12/15/2009	195 OMAHA PUBLIC POWER DISTRICT		.00	**CLEARED** **VOIDED**				
98417	12/15/2009	195 OMAHA PUBLIC POWER DISTRICT		40,511.11					
98418	12/15/2009	976 PAPILLION TIRE INCORPORATED		81.15					
98419	12/15/2009	2686 PARAMOUNT LINEN & UNIFORM		.00	**CLEARED** **VOIDED**				
98420	12/15/2009	2686 PARAMOUNT LINEN & UNIFORM		573.69					
98421	12/15/2009	1769 PAYLESS OFFICE PRODUCTS INC		389.90					
98422	12/15/2009	3058 PERFORMANCE CHRYSLER JEEP		561.04					
98423	12/15/2009	1821 PETTY CASH-PAM BUETHE		125.00					
98424	12/15/2009	1821 PETTY CASH-PAM BUETHE		65.72					

BANK NO BANK NAME

CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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98425	12/15/2009	2387	PROFESSIONAL GROUNDS MGMT SOC	125.00	APPROVED BY COUNCIL MEMBERS		
98426	12/15/2009	219	QWEST	134.49	<u>12-15-09</u>		
98427	12/15/2009	304	RADIO SHACK CORPORATION	43.98			
98428	12/15/2009	1440	RALSTON COSTUME	35.00			
98429	12/15/2009	1063	ROSE EQUIPMENT INCORPORATED	837.33			
98430	12/15/2009	4228	RUNZA RESTAURANT	375.00			
98431	12/15/2009	4037	RUSTY ECK FORD	37.47			
98432	12/15/2009	292	SAM'S CLUB	665.34			
98433	12/15/2009	1335	SARPY COUNTY CHAMBER OF	300.00	COUNCIL MEMBER		
98434	12/15/2009	1149	STATE FIRE MARSHALL	200.00			
98435	12/15/2009	3718	SUN LIFE & HEALTH INSURANCE CO	1,959.78			
98436	12/15/2009	2898	SUPERIOR LAMP INC	244.56			
98437	12/15/2009	913	TARGET BANK	8.97			
98438	12/15/2009	264	TED'S MOWER SALES & SERVICE	89.17			
98439	12/15/2009	822	THERMO KING CHRISTENSEN	335.37	COUNCIL MEMBER		
98440	12/15/2009	143	THOMPSON DRESSEN & DORNER	.00	**CLEARED** **VOIDED**		
98441	12/15/2009	143	THOMPSON DRESSEN & DORNER	15,554.74			
98442	12/15/2009	4224	TIEHEN, JAMES	100.00			
98443	12/15/2009	4179	TITAN MACHINERY	276.28			
98444	12/15/2009	161	TRACTOR SUPPLY CREDIT PLAN	135.96			
98445	12/15/2009	167	U S ASPHALT COMPANY	514.60			
98446	12/15/2009	2040	UPBEAT INCORPORATED	524.00			
98447	12/15/2009	4223	VAIL, ADAM	100.00	COUNCIL MEMBER		
98448	12/15/2009	4216	VETTER EQUIPMENT	8,500.00			
98449	12/15/2009	1174	WAL-MART COMMUNITY BRC	641.24			
98450	12/15/2009	78	WASTE MANAGEMENT NEBRASKA	3,010.29			
98451	12/15/2009	968	WICK'S STERLING TRUCKS INC	62.93			
98452	12/15/2009	2541	ZOLL MEDICAL CORPORATION	146.12			
98453	12/15/2009	2625	CARDMEMBER SERVICE-ELAN	20.00			

COUNCIL MEMBER

BANK TOTAL	176,234.28
OUTSTANDING	176,234.28
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	128,457.18	128,457.18	.00	.00
02 SEWER FUND	20,157.09	20,157.09	.00	.00
05 CONSTRUCTION	25,391.13	25,391.13	.00	.00
09 GOLF COURSE FUND	1,390.87	1,390.87	.00	.00
15 OFF-STREET PARKING	838.01	838.01	.00	.00

REPORT TOTAL	176,234.28
OUTSTANDING	176,234.28
CLEARED	.00
VOIDED	.00

+ Gross Payroll 12-11-09	<u>213,822.68</u>
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GRAND TOTAL	<u>\$390,056.96</u>
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COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PUD PLAN, FINAL PLAT, CUP AND SUBDIVISION AGREEMENT APPROVAL — LOT 380, CIMARRON WOODS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled regarding the Final PUD Plan, Final Plat, Conditional Use Permit, and Subdivision Agreement for Lot 380, Cimarron Woods (proposed as Lots 1 and 2, Cimarron Woods Replat Two) for the purpose of a multi-family residential development, generally located southwest of 96th and Harrison Street.

FISCAL IMPACT

None.

RECOMMENDATION

Continue.

BACKGROUND

A public hearing has been scheduled to consider the following actions for Lot 380, Harrison Heights:

1. Approval of a Final PUD Plan for 276 units of multi-family housing with 168 garages and 417 surface parking stalls, a clubhouse with a swimming pool, and a playground.
2. Approval of a Final Plat to subdivide Lot 380, Cimarron Woods, into two lots for phased development, to be known as Lots 1 and 2, Cimarron Woods Replat Two.
3. Approval of a Conditional Use Permit for 276 multiple family dwellings.
4. Approval of a Subdivision Agreement.

The property is located southwest of 96th and Harrison Street. The application has been submitted by Pedcor Investments, LLC, on behalf of the property owner, Torco Development, Inc.

Larry Jobeun, representing the applicant, contacted staff to request a continuance to the January 19, 2010, Council meeting. Because notices of the December 15th meeting had already been published and sent to property owners within 300 feet, staff advised the applicant they would need to attend the meeting and request that the public hearing be continued.

The Planning Commission held a public hearing on November 19, 2009, and recommended approval of the Final Plat as well as the Final PUD because it is consistent with the preliminary plan that was reviewed, and the Conditional Use Permit, subject to resolution of the items noted in the staff report.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR CDBG FUNDING — EASYWAY INTERNATIONAL, LLC	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolutions prepared for Council to adopt policies and procedures regarding the CDBG funding and consider an application from Easyway International, LLC, for CDBG funds and to authorize the Mayor to execute the necessary project documents.

FISCAL IMPACT

The project involves a CDBG award of \$505,000 from the Nebraska Department of Economic Development to the City, \$5,000 of which is for the City's costs administering the grant, and \$500,000 of which is to be loaned to the applicant for working capital.

RECOMMENDATION

Approval.

BACKGROUND

The Nebraska Department of Economic Development (NDED) has been working with the Omaha Chamber of Commerce's International Business Division to assist in locating an office facility for Easyway International, LLC, a freight company based in China. The Company has identified the Southport Professional Building at 12120 Port Grace Blvd. in Southport East as its desired location and would like to lease that space for this purpose. In attracting this business to Nebraska, the Department has offered favorable consideration of an application for CDBG Economic Development funds to the company for working capital associated with the establishment of the La Vista office. It is important to note that the company is only proposing to locate its administrative offices at this location and will not have any trucking or warehousing operations at the site.

The application amount is for \$505,000, with \$500,000 to be provided to Easyway in the form of a performance-based loan and \$5,000 to be used by the City for general administration of the project. Conditions of funding for the company are to provide an additional \$500,000 in working capital from corporate proceeds and to create and maintain 19 new jobs at the facility for three years from the date of the award. At least 51% of all new jobs at the facility are to be taken by persons from low-to moderate income households. Presently, the company intends to transfer four executives from China and hire fifteen (15) new local employees.

CDBG Program regulations require that units of local government including cities or counties must serve as the applicants for CDBG funding. As this project will be located in the City of La Vista we are being asked to serve as the applicant and to pass through the funding from NDED to the business. Upon approval of the application by NDED, the City will obtain adequate security from NDED and the business to protect its financial interests while serving in this capacity. The project will need to be administered by a certified CDBG administrator, and it is likely that staff from Metropolitan Area Planning Agency (MAPA) will provide this service.

Program regulations require that a public hearing be conducted on the application prior to its approval by the City Council, and that public comments be included with the application materials. A copy of the application, a resolution authorizing the Mayor to sign the application, and a draft Memorandum of Understanding (MOU) for the project are included in the packet.

A resolution has been prepared adopting the policies and procedures necessary to receive the CDBG funding. This resolution will need to be acted on before further action on this agenda item.

A resolution has been prepared which approves the funding for the project and authorizes the Mayor to execute the necessary contract documents. Jake Hansen, Community Development Planner with MAPA, and Toby Churchill, Executive Director of SCEDC, will be present at the Council meeting to answer any questions.

K:\APPS\City Hall\CNCLRPT\09file\09 CD CDBG Funds Easyway.DOC

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF LA VISTA, NEBRASKA TO
ADOPT POLICIES AND PROCEDURES REGARDING COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) FUNDING AND TO EXECUTE THE NECESSARY DOCUMENTS**

WHEREAS, the City of La Vista, Nebraska is an eligible local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program, and,

WHEREAS, the City of La Vista, Nebraska must assure and certify to the Nebraska Department of Economic Development that it has adopted an Excessive Force Policy, a Code of Conduct, Procurement Procedures, a Residential Anti-displacement and Relocation Assistance Plan, Citizen Participation Plan, Fair Housing Practices, and a Financial Management Certification.

NOW THEREFORE, BE IT RESOLVED BY, that the Mayor and City Council of La Vista Nebraska, do hereby adopt policies and procedures regarding CDBG funding and authorize and direct the Mayor to proceed with the execution of these documents.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER, 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, the City of La Vista has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engage in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of La Vista endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOVED, the City of La Vista hereby prohibits any law enforcement agency operation within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of La Vista agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of La Vista further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of La Vista has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by the City Clerk, (402) 331-4343.

ADOPTED BY THE CITY OF LA VISTA THIS 15TH DAY OF DECEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA NEBRASKA

PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The City of LaVista, Nebraska will in all cases of procurement for professional services construction services and materials needed for Community Development Block Grant (CDBG) Programs adhere to Code of Federal Regulation 24 C.F.R. Section 85.36 or current state statutes; in all cases the stricter shall apply. The following procedures summarize said laws and regulations.

A. Procurement shall be made by one of the following methods:

Small Purchase Procedures [24 C.F.R. Section 85.36 (d)(1)] – This method will generally be used to obtain small quantities of supplies. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

Competitive Sealed Bids [24 C.F.R. Section 85.36 (d)(2)] - This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

Competitive Proposals [24 C.F.R. Section 85.36 (d)(3)] - This method will generally be used to obtain professional services. This method has two sub-parts—the Request for Proposal and the Request for Qualifications.

Request for Proposals – The Request for Proposals (RFP) must clearly and accurately state the technical requirements for the goods and services required; The grantee must publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have an opportunity to compete; Proposals must be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement; The grantee must conduct a technical evaluation of the submitted proposals to identify the responsible offerors; As necessary, the grantee must conduct negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the grantee's evaluation of the bidders' pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a "best and final" offer; and The grantee must award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals or "best and final" offers according to predetermined evaluation criteria. The successful proposal/offeror must clearly be the most advantageous source of the goods and services.

Request for Qualifications - Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be

used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Non-Competitive Proposals/Sole Source [24 C.F.R. Section 85.36 (d)(4)] – This method will only be used after approval from the Department of Economic Development. When requesting permission to use this method, the grantee will have to show that another method of procurement was not feasible because: the item or service was only available from a single source; a public emergency or condition requiring urgency existed which did not permit the use of competitive procurement; or competition was determined to be inadequate after solicitation of proposals from a number of sources.

- B. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- C. The City of La Vista shall maintain records sufficient to detail the significant history of a procurement. These records shall include at a minimum: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price.
- D. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:

General Administrative Provisions

- Effective date of the contract.
- Names and addresses of the firm and the grantee.
- Citation of the authority of the grantee under which the contract is entered into and the source of the funds.
- Conditions and terms under which the contract may be terminated by either party and remedies for violation/breach of contract.
- Procedures for amending or revising the contract

Scope of Services

Detailed description of the extent and character of the work to be performed. Time for performance and completion of contract services, including project milestones, if any. Specification of materials or other services to be provided (i.e. maps, reports, etc.)

Method of Compensation

Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

Federal Standard Provisions

Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)

Title VI of the Civil Rights Act of 1964 clause

Section 109 of the Housing and Community Development Act of 1974 clause

Section 3 compliance clause (Required only if the contract exceeds \$100,000)

Access to Records/Maintenance of Records clause

When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair

City of La Vista, Nebraska
Procurement Procedures and Code of Conduct
Page 3

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the City La Vista, Nebraska engaged in the award and administration of contracts supported by Federal funds under Community Development Block Grant.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 24 C.F.R. Section 85.36(b)(3) are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer or agent of the municipality shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an employee or agent; any member of his or her immediate family; his or her partner; or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- III. The municipal employees, officers or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

PASSED AND ADOPTED ON THIS 15TH DAY OF DECEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of La Vista will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of La Vista will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

The City of La Vista will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of La Vista will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

Signed _____

Title _____

Date _____

Subscribed in my presence and sworn before me

Notary Public

CITIZEN PARTICIPATION PLAN LA VISTA, NEBRASKA

A. Participation by Citizens

All citizens, including low- and moderate-income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems, needs, the identification of potential solutions, and priority to such issues, problems, and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low- and moderate-income citizens, shall be afforded the opportunity to serve on the various community improvement task forces established by the City Council.

B. Access to Meetings, Information, and Records

Notice of public meetings conducted by the City Council and Planning Commission shall be published and posted not later than 4 days prior to such meetings.

Agendas of all such meetings shall be available at the City Clerk's Office for public inspection.

All meetings where Community Development Block Grant (CDBG) projects or applications are to be discussed shall be published and posted at least 4 days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the Office of the City Clerk.

All meetings will be held at a City Hall, which is accessible to the handicapped.

C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to, the following:

1. The amount of CDBG funds expected to be made available to the City for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low- to middle-income persons, and;
4. A description of any proposed CDBG funded activities which are likely to result in displacement of persons along with the City's anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG funds available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The City shall cause a minimum of two (2) public hearings to be conducted with regard to any CDBG application. One such hearing shall be conducted at the initiation of any such application and a second public hearing shall be held near the completion of any CDBG funded activity to obtain citizen input, comments or opinions with regard to such application(s) and with regard to program or project performance.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG projects and shall forward any such questions, comments or concerns to the City Council at the next regular meeting of the City Council immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City Council's response to any such question, comment or concerns to the citizen or citizens expressing the same.

F. Needs of Non-English Speaking Citizens

Although it is not anticipated that non-English speaking persons will participate in the citizen participation process, the City Clerk shall make arrangements for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

G. Compliance/Grievance Procedures

The City Clerk shall post a notice at the City Office which provides name, telephone number, address and office hours of the City Clerk for citizens who wish to file a complaint or grievance regarding any CDBG project or application.

Individuals wishing to submit a complaint or file a grievance concerning activities of or application for CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the City Council at the next regular meeting of the City Council, where it shall be reviewed by the Council members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City Council shall issue a written response to any complaint or grievance within five (5) working days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

In the event the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City Council shall be called to review the matter within ten (10) working days of receipt of such complaint or grievance.

H. Adoption

This Citizen Participation Plan is hereby adopted by action of the City Council of the City of LaVista, Nebraska.

CITY OF LA VISTA

Signed _____

Subscribed in my presence and sworn before me

Title Mayor _____

Notary Public

Date _____

FAIR HOUSING POLICY

WHEREAS, Executive Order 11603 addresses equal opportunity in housing and nondiscrimination in the sale or rental of housing; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in the provision of housing because of race, color, religion, sex, national origin, or handicap or familial status,

NOW THEREFORE, BE IT RESOLVED, that La Vista, Nebraska advises the public that it will adopt a fair housing policy with means of enforcement in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services; and

BE IT FURTHER RESOLVED that the City of La Vista shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Nebraska Civil Rights Commission or the U.S. Department of Housing and Urban Development;

Information and assistance relative to the fair housing policy shall be provided by the City Clerk who can be contacted at the La Vista City Hall, 8116 Park View Blvd. or (402) 331-4343.

ADOPTED BY THE CITY OF LAVISTA THIS 15TH DAY OF DECEMBER, 2009.

CITY OF LA VISTA

Signed _____

Title Mayor _____

Subscribed in my presence and sworn before me

Date _____

Notary Public

Nebraska Department of Economic Development

City of La Vista #09-ED-007
CDBG Grantee CDBG No.

8116 Park View Boulevard
Address

La Vista NE 68128
City Zip Code

Pamela Buethe (402) 331-4343
Contact Person Telephone

FINANCIAL MANAGEMENT CERTIFICATION

Check "Yes" or "No" in the column to the left to indicate if your financial management system complies with these statements:

YES NO

1. Does the financial management system provide for:

- (a) proper recording and accounting for all CDBG receipts?
- (b) control over and accountability for all funds, property, and other assets?
- (c) records that identify the source and use of funds?
- (d) the expenditure of CDBG funds within ten days of the receipt of funds?
- (e) the application of program income to the CDBG fund?
- (f) the disbursing of program income prior to making additional drawdowns?
- (g) accounting records that are supported by source documents
- (h) a comparison of actual expenditures with amounts budgeted for activities within the grant?
- (i) audits to be conducted in accordance with OMB Circular A-128
- (j) a method which assures timely and appropriate resolutions of audit findings and resolutions?
- (k) audits of non-profit subrecipients to be conducted in accordance with OMB Circular A-133?

YES NO

2. Are the individuals who are responsible for the financial management of the CDBG:

- (a) familiar with OMB Circular A-102 and A-87 and Treasury Circular 1075?

- (b) aware that failure to comply with these regulations will result in audit findings and the repayment of ineligible costs to the Department of Economic Development?

I certify that the above responses are an accurate indication of the status of the financial management system which will be used for the Community Development Block Grant Funds.

SIGNATURE OF MAYOR/CHAIRMAN

Douglas Kindig
TYPED NAME

December 15, 2009
DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL OF LA VISTA, NEBRASKA TO APPLY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT, AND TO EXECUTE ANY RELEVANT DOCUMENTS REFERENCING THE EASYWAY INTERNATIONAL, LLC. PROJECT.

WHEREAS, the City of La Vista, Nebraska is an eligible local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program, and,

WHEREAS, the City of La Vista, Nebraska has obtained its citizen's comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application, and received favorable public comment respecting the application in the amount of \$505,000 for Working Capital Assistance to a For Profit Business, and Grant Administration Costs, and

NOW THEREFORE, BE IT RESOLVED BY, that the Mayor and City Council of La Vista Nebraska, do hereby authorize the application for a Community Development Block Grant and authorize and direct the Mayor to proceed with the formulation of any and all contracts, documents, or other memoranda between the City of La Vista, Nebraska and the Nebraska Department of Economic development so as to effect the acceptance of the grant application.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER, 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

APPLICATION FOR ECONOMIC DEVELOPMENT

CATEGORY

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
Nebraska Department of Economic Development (DED)

DED USE ONLY
Application Number
09-ED-007
Date Received

2009

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION			2. PERSON PREPARING APPLICATION		
Applicant Name City of LaVista			Name Jake Hansen		
Mailing Address 8116 Park View Blvd.			Address MAPA; 2222 Cuming		
LaVista	NE	68128	Omaha	NE	68102-4328
(City)	(State)	(ZIP)	(City)	(State)	(Zip)
Telephone Number	(402) 331-4343		Telephone Number	(402) 444-6866 x226	
Local Government Contact	Ann Birch		Federal Tax ID # / SS# 47-0522862		
Fax Number	(402) 331-4375		Email Address	jhansen@mapacog.org	
Federal Tax ID Number 47-6050031			Application Preparer (check one)		
DUNS Number (Local Government) 054561071			<input type="checkbox"/> Local Staff	<input type="checkbox"/> Out-of-State Consultant	
Email Address ABirch@cityoflavista.org			<input checked="" type="checkbox"/> Economic Development District	<input type="checkbox"/> Non-Profit Organization	
			<input type="checkbox"/> In-State Consultant	<input type="checkbox"/> DED Staff	
3. DEVELOPMENT CATEGORY					
<input checked="" type="checkbox"/> Direct Loan <input type="checkbox"/> Job Training <input type="checkbox"/> Spec Building/Park <input type="checkbox"/> Public Works <input type="checkbox"/> Entrepreneur Development					
4. APPLICATION TYPE					
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint (List other applicants in box #6)					
5. FUNDING SOURCES					
CDBG Funds Requested \$ 505,000					
Matching Funds \$500,000					
Other Funds \$ 0					
Total Project Funds \$ 1,005,000					
<i>(Round amounts to the nearest hundred dollars.)</i>					

6. PROGRAM SUMMARY: Brief narrative description of the project for which CDBG funds are requested.
Easyway International, LLC is an international freight company which is seeking CDBG funding for working capital to establish its North American administrative headquarters in the City of LaVista. The company intends to use the funds to assist in startup costs associated with establishment of an office in a building which is located at 12120 Port Grace Boulevard in LaVista's Southport East business park. The company intends to transfer four employees to the location from China and will create fifteen new full-time jobs in LaVista and retain those jobs for a minimum of three years.

7. CERTIFYING OFFICIAL: Chief elected officer of local government requesting CDBG funds

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant following an official public hearing. This applicant will comply with all Federal and state requirements governing the use of CDBG funds.

Signature in ink _____ Douglas Kindig, Mayor _____ Typed Name and Title _____ Date Signed _____

Attest _____ Pamela Buethe, City Clerk _____ Typed Name and Title _____ Date Signed _____

SUBMIT THE ORIGINAL OF THE ENTIRE APPLICATION (no additional copies are required) TO:

Nebraska Department of Economic Development
 Division of Community and Rural Development
 PO Box 94666 - 301 Centennial Mall South
 Lincoln, NE 68509-4666
 (402) 471-3119 (800)426-6505 Fax (402) 471-8405

Individuals who are hearing and/or speech impaired and have a TDD, may contact the Department through the Statewide Relay system by calling (800) 833-7352 (TDD). The relay operator should be asked to call DED at (800) 426-6505 or 402-471-3119.

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Activity Code	CDBG Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
0010 Acquisition					
0020 Planning ¹					
0070 Public Fac. & Improvements					
0230 Streets					
0250 Storm Sewers					
0270 Sanitary Sewers					
0290 Sewage Treatment					
0310 Water Source/Well					
0330 Water Distribution					
0350 Water Storage					
0370 Flood & Drainage Facilities					
0600 ED Infrastructure Development					
0690 Fixed Assets / Land and Building					
0691 Speculative Building / Park					
0700 Direct Financial Assistance to For-Profit Biz					
0710 Job Training					
0730 Working Capital	\$500,000	\$500,000	\$0	\$1,000,000	Easyway LLC.
0750 Fixed Assets / Machinery & Equipment					
0770 Fixed Assets / Leaseholds Improvements					
0780 Entrepreneur Development					
0791 Microenterprise Lending					
0181 General Administration	\$5,000	\$0	\$0	\$5,000	N/A
1000 TOTAL PROGRAM COSTS	\$505,000	\$500,000	\$0	\$1,005,000	

¹ Only allowable as an Activity when associated with a Speculative Park project.

8. Project Participation Identification: Identify All Entities Participating with the Financing of the Project.

A. Financial Institution(s)

Name: Not applicable

Address: _____

(City) _____ (State) _____ (Zip) _____

Contact Person: _____

Title: _____

Telephone: () _____

B. Other Local, State or Federal Financing Sources

Agency Name: NE Department of Revenue (NE Adv.)

Address: PO Box 94818

Lincoln _____ Nebraska _____ 68509-4818
(City) _____ (State) _____ (Zip) _____

Contact Person: Mary Hugo

Title: Economic Incentive Coordinator

Telephone: (402) 471-5790

C. Source(s) of Equity/Investment Capital

Name: Shaanxi Easyway Int'l Freight

Address: B10th, Yuyuan Int'l. Blvd, No.65 Western
Sector, 2nd South Ring Rd., China

Xi'an _____ Shaanxi _____ 710068
(City) _____ (State) _____ (Zip) _____

Telephone: () _____

9. State the project's overall objective, including a brief history of operations to date:

Shaanxi Easyway International Freight Co., Ltd ("Easyway-China") is a private company started in May of 2002 in China by two individuals working for a public entity involved in international transportation. These company founders took the risk to invest in establishing a private freight forwarding company that would continually strive to find better ways to make importing and exporting products as "easy" as possible for shippers and consignees. Currently, about 100 people are employed by Easyway-China. In terms of physical resources Easyway-China has a large container yard, modern mobile crane for container handling, warehouse, trucks and branch offices. The bottom line is Easyway-China now has revenue of about \$ 40 million (US) and has become one of China's premier freight forwarding companies not only offering traditional freight forwarding services but modern professional logistic services.

Easyway-China's majority owner and chief executive is Wen Laing Xu ("Mr. Xu"). Under the direction of Mr. Xu, Easyway-China has determined that its long term growth in the global logistic business will be severely limited if it doesn't establish significant operations in North America. After seriously considering establishing its North American headquarters in Vancouver, British Columbia, Mr Xu has decided to make La Vista, Nebraska, in the Omaha area, its North American home. Nebraska's central location, its positive business climate and focus on logistic education and proximity to the headquarters of well-known transportation companies like Werner Enterprises, Crete Contract Carriers (CCC) and the Union Pacific Railroad all factored into his decision. As a result, Mr. Xu incorporated Easyway International, LLC ("EASYWAY") in the State of Delaware with its principle place of business in Nebraska. It also appears that those already in the logistics business in Nebraska are supportive of EASYWAY setting-up in Nebraska. In fact, even though they may be competitors in some areas the overall conclusion is that having EASYWAY as a Nebraska company will be more synergic than competitive for global transportation business.

Conservative financial projections suggest that EASYWAY will be able to sustain itself in about three (3) years. Mr. Xu places very high strategic importance on the success of this Nebraska business. As such, he has agreed to inject equity funds from his substantial personal or corporate assets if and as needed to ensure the long term sustainable success of this new Nebraska enterprise.

Exhibit B**PROJECT FINANCING AND USE OF LOAN PROCEEDS**

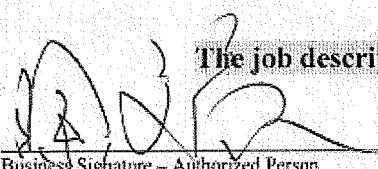
I. Project Financing	Amount	Percent Project Cost	Annual Debt Service	Maturity	Interest Rate	Lien Position
1. CDBG Share of Project Cost	\$500,000	50%	NA	3 years	0% (performance-based forgivable loan)	1st
2. Private Sector Financial Institution	\$		\$			
Other (Identify) Company Equity			\$			
Total Private Sector Financing	\$		\$			
3. Other Federal Sources	\$		\$			
4. Equity Injection	\$500,000	50%	\$ NA			
5. TOTAL PROJECT FINANCING	\$1,000,000	100%	\$			

Exhibit C

Job Creation / Retention Information

1. Total full time equivalent positions as of 12/1/2009 (Date) 0
2. Total new full time equivalent positions being created from the project which will be filled for one year or longer. 19
3. The total number of retained FTEs that will result from the project for which notification of lay-off or termination has occurred, or is apt to occur (provide explanation) if the project is not carried out. Classify retained FTEs as follows:
 - a. Total jobs known to be currently held by LMI people. For each employee, submit the Employee Certification Form or 0
 - b. Total number of jobs that can reasonably be expected to become available through turnover to LMI persons within a two year period from an award of CDBG funds. The number of jobs should be based upon the historical turnover rate for each of the past two years converted to FTE positions. 0
4. (For seasonal hiring only). Total new full time equivalent positions being created from the project which will be filled for 3 months or longer. 0
5. Provide a job description for each new position. Complete all information for each job title and identify the number of positions to be created. (Use the attached list for job titles) See table
6. Describe training and recruitment opportunities that would make the retained jobs available to LMI persons. All CDBG funded projects may use Nebraska Workforce Development for their recruiting of new employees to assist in the documentation of first consideration being given to low and moderate income persons. Nebraska Workforce Development will obtain and keep on file for verification the necessary information about the person to determine low and moderate income status. The distance from residence and availability of transportation to the employment site should also be considered in determining whether a particular low and moderate income person can seriously be considered an applicant for the job.
7. Complete the projected hiring schedule for positions expected to become available through turnover.

Job Descriptions

 The job descriptions table is attached on the following pages.

Business Signature - Authorized Person

Date 19/11/2009

Wenliang Xu/ President of Easyway Int'l LLC

Typed Name and Title

STATE OF NEBRASKA
COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE CERTIFICATION FORM

For use by Easyway International, LLC to meet the requirements of the Nebraska Department of Economic Development and U.S. Department of Housing and Urban Development (HUD).

Dear Employee or Applicant:

Please provide the information requested on this form by so that we can verify to the Nebraska Department of Economic Development that your employment here is achieving the goals of the Nebraska Community Development Block Grant Program. This information is voluntary. Your response should be based upon the earned family income in the county in which you reside. The information will be placed in your confidential personnel file and is available to only a limited number of company officials. The information is subject to verification by officials from the City of LaVista, Nebraska and representatives of the Nebraska Department of Economic Development.

EMPLOYEE or APPLICANT: Please answer questions 1, 2 and 3:

Find your family size and household income level. Count all family members including yourself living at home.

HUD Income guidelines for SARPY COUNTY, NE (See accompanying sheet for additional guidelines)

Family Size:

1 PERSON 2 PERSONS 3 PERSONS 4 PERSONS 5 PERSONS 6 PERSONS 7 PERSONS 8 PERSONS

Row A	\$14,650	\$16,750	\$18,850	\$20,950	\$22,650	\$24,300	\$26,000	\$27,650
Row B	\$24,450	\$27,950	\$31,450	\$34,950	\$37,750	\$40,550	\$43,550	\$46,150
Row C	\$39,150	\$44,700	\$50,300	\$55,900	\$60,350	\$64,850	\$69,300	\$73,800

1) **My household size is _____ persons.**

Please check the box below that represents your **TOTAL** household income **FOR LAST YEAR** in relation to the income levels in rows A, B, and C above. **LAST YEAR my total income was:**

LESS THAN THE AMOUNT IN ROW A
 BETWEEN THE AMOUNTS IN ROWS B AND C

BETWEEN THE AMOUNTS IN ROWS A AND B
 MORE THAN THE AMOUNT IN ROW C

2) **Please Check the Box(es) that identify your race:**

Single Race:

White
 Black/African American
 Asian
 American Indian/Alaskan Native
 Native Hawaiian/Other Pacific Islander
 Other

Multi-Racial Identifiers:

American Indian/Alaskan Native **and** White
 Asian **and** White
 Black/African American **and** White
 American Indian/Alaskan Native **and** African/American
 Other Multi-Racial

3) **Please answer these questions:**

Do you consider yourself as being of Hispanic ethnicity?

Yes No

What sex are you?

Female

Male

Do you have a disability that is a substantial handicap?

Yes

No

Are you a female head of household?

Yes

No

Your Name: _____
 (Please print)

Your Signature: **X** _____

Date Signed: _____

TO BE COMPLETED BY THE BUSINESS Please indicate job category for which this employee or applicant is being considered: See sheet 38b for description of job categories)

<input type="checkbox"/> Officials or Managers	<input type="checkbox"/> Professional	<input type="checkbox"/> Technicians	<input type="checkbox"/> Sales	<input type="checkbox"/> Office/Clerical
<input type="checkbox"/> Craft Worker (skilled)	<input type="checkbox"/> Operatives (semi-skilled)	<input type="checkbox"/> Laborers (unskilled)	<input type="checkbox"/> Service Workers	

HUD INCOME GUIDELINES

DOUGLAS, WASHINGTON, CASS, SAUNDERS COUNTY, NE HARRISON, POTAWATTAMIE, MILLS COUNTY, IA

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$14,650	\$16,750	\$18,850	\$20,950	\$22,650	\$24,300	\$26,000	\$27,650
Row B	\$24,450	\$27,950	\$31,450	\$34,950	\$37,750	\$40,550	\$43,550	\$46,150
Row C	\$39,150	\$44,700	\$50,300	\$55,900	\$60,350	\$64,850	\$69,300	\$73,800

LANCASTER COUNTY, NE

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$14,350	\$16,400	\$18,450	\$20,500	\$22,150	\$23,800	\$25,400	\$27,050
Row B	\$23,400	\$26,750	\$30,750	\$34,150	\$36,900	\$39,600	\$42,350	\$45,100
Row C	\$38,250	\$43,700	\$49,200	\$53,500	\$57,800	\$62,050	\$66,350	\$70,600

SAUNDERS COUNTY, NE

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$13,700	\$15,700	\$17,650	\$19,600	\$21,150	\$22,750	\$24,300	\$25,850
Row B	\$22,900	\$26,150	\$29,450	\$32,700	\$35,300	\$37,950	\$40,550	\$43,150
Row C	\$36,600	\$41,850	\$47,050	\$52,300	\$56,500	\$60,650	\$64,850	\$69,050

OTOE COUNTY, NE

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$12,300	\$14,050	\$15,800	\$17,550	\$18,950	\$20,350	\$21,750	\$23,150
Row B	\$20,500	\$23,400	\$26,350	\$29,250	\$31,600	\$33,950	\$36,200	\$38,600
Row C	\$32,750	\$37,450	\$42,100	\$46,800	\$50,550	\$54,300	\$58,050	\$61,800

Date signed: _____

APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of La Vista Nebraska (Applicant) hereby assures and certifies to the Nebraska Department of Economic Development (the Department) regarding an application for Community Development Block Grant (CDBG) funds, the following:

LOCAL GOVERNMENT CERTIFICATIONS

It has previously adopted, on December 15, 2009, an **Excessive Force Policy** which remains in effect.

1. It has previously adopted, on December 15, 2009, a **Code of Conduct** which remains in effect.
2. It has previously adopted, on December 15, 2009, **Procurement Procedures** which remains in effect.
3. It has previously adopted, on December 15, 2009, a **Residential Antidisplacement and Relocation Assistance Plan** which remains in effect.
4. It has previously adopted, on December 15, 2009, a **Citizen Participation Plan** which remains in effect. The adopted Citizen Participation Plan contains substantially similar language as the sample plan in these guidelines.
5. It has previously adopted, on December 15, 2009, and continues to pursue **Fair Housing Practices** which remains in effect.
6. It has previously furnished to the department a **Financial Management Certification** dated December 15, 2009, which remains accurate.
7. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government which would adversely affect the administration of this grant.
8. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
9. No project costs have been incurred which have not been approved in writing by the Department.

FEDERAL COMPLIANCE CERTIFICATIONS

11. It will adopt and follow a residential anti-displacement and relocation assistance plan which will minimize displacement as a result of activities assisted with CDBG funds.
12. It will conduct and administer its programs in conformance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
 - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
13. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the State that it lacks sufficient grant funds to comply with the requirements of clause (1).
14. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

SPECIAL REQUIREMENTS AND ASSURANCES.

15. The Applicant will comply with the Administrative Requirements of the program, those applicable items in the current Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 including parts not specifically cited below and the laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, including but not limited to the following:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS.

- Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- Section 109 of the Housing and Community Development Act of 1974, As Amended
- Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- Executive Order 11246, As Amended
- Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS.

- Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e))]
- The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- EPA List of Violating Facilities
- HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- Flood Insurance
- Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951; et. seq.)
- Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- Historic Preservation

LABOR STANDARDS AND PROVISIONS.

- Section 110 of the Housing and Community Development Act of 1974, As Amended
- Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), Popularly Known as The Copeland Act
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS.

- Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended
- Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24

- Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS.

- U.S. Office of Management and Budget Circular A-87 "Cost Principles for State and Local Governments"
- U.S. Office of Management and Budget Circular A-102 "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments"
- 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)

MISCELLANEOUS.

- Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

The Applicant hereby certifies that it will comply with the above stated assurances.

Signed _____

Title Mayor

Subscribed in my presence and sworn to before me.

Date _____

Notary Public (Not required if on letterhead)

MEMORANDUM OF UNDERSTANDING

**(with respect to a special economic development activity involving
the City of La Vista, Nebraska;
with Easyway International LLC, as the benefited business)**

This Memorandum of Understanding ("MOU") is entered into among the State of Nebraska, Department of Economic Development ("Department" or "DED"); the City of La Vista, Nebraska ("City"); Easyway International LLC ("Business"); Wen Laing Xu, as an individual guarantor; upon the date of signature by all parties.

RECITALS

PART I: IDENTIFICATION OF PARTIES.

Business: The benefited businesses—Easyway International LLC
1620 Dodge St, Suite 2100, Omaha, NE 68102

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

Department or DED: Nebraska Department of Economic Development, P.O. Box
94666, Lincoln, Nebraska 68509-4666

Guarantor: Wen Laing Xu
10 Floor, B, Yuyuan International Building No.65
Western Sector 2 South Ring Rd, Xi'an, Shaanxi, China

PART II: PROJECT SUMMARY DESCRIPTION.

The project involves a CDBG award of \$505,000 from the Department to the City, \$5,000 of which is for the City's costs of administration of the grant, and \$500,000 of which is to be loaned to the Business for working capital; associated with the Business' facility in La Vista, Nebraska. CDBG funding will require the Business to satisfy various job requirements as set forth in §5.01 below.

AGREEMENT:

Premised on the *Recitals* above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART III: DEFINITIONS; FEDERAL FUNDING SOURCES and GOVERNING FEDERAL LAW CITED; AND INCORPORATION OF RECITALS.

§3.01 Full-Time Equivalent Position (FTE): An FTE position represents a culmination of 2,080 work hours per annum per position by a person in a permanent position of employment with Business at its facility in La Vista, Nebraska.

§3.02 Low-to-Moderate Income Person (LMI): LMI persons are defined as members of a family (single-person or multi-person) where the family has an income equal to or less than the most recent HUD-established income limits for the family residence location. These income limits may be found generally via the HUD national website. The specific webpage address (subject to change by HUD) at the time of this writing is:

→<http://www.huduser.org/datasets/il.html>←

§3.03 Specifics about how an employment position is considered to be "*held by*" or "*made available to*" an LMI person, and other related definitional matters, may be found in the HUD CDBG regulations in 24 C.F.R. Part 570.

§3.04 The Department has been designated by the United States Department of Housing and Urban Development ("HUD") to administer; and HUD has awarded the Department funds for; the Community Development Block Grant ("CDBG") program. This is the source for funding by the Department for the project which is the subject matter of this MOU.

§3.05 Based on the provisions of this MOU, the City has submitted, or will submit, and the Department will consider, the City's application for funding for the project which will undertake community development activities authorized under the Housing and Community Development Act of 1974, as amended, and as authorized under the federal regulations governing CDBG at 24 C.F.R. Part 570.

§3.06 All provisions of the *RECITALS* above are incorporated as agreed provisions of the MOU.

PART IV: ADDITIONAL TERMS AND CONDITIONS OF THE CDBG FUNDING.

§4.01 CDBG Amount and Program Income Use Requirement.

The amount of CDBG funds to be granted from the Department to the City will not exceed \$505,000. \$5,000 of the \$505,000 is for the City's costs of administration of the grant, and \$500,000 of the \$505,000 is to be loaned to the Business.

Unless otherwise excepted from such requirement (or otherwise specified as to a limited amount requirement) elsewhere in this MOU, the City acknowledges and agrees that any CDBG program income (defined in the HUD CDBG regulations) available to the City at the time of any "drawdown" request by the City to the Department must be first utilized in the project, thus lessening the amount of new CDBG funding paid from the Department to the City for this project.

§4.02 Sources and Uses of Funds.

SOURCES→	CDBG total from DED and City	[OTHER]	BUSINESS	TOTAL
USES (Activities)↓				
0700 Direct financial assistance to for-profit business	\$500,000	\$0	\$500,000	\$1,000,000
0600 Economic Development Infrastructure improvement	\$0	\$0	\$0	\$0
0000 [description]	\$0	\$0	\$0	\$0
0181 General Administration	\$5,000	\$0	\$0	\$5,000
TOTAL	\$505,000	\$0	\$500,000	\$1,005,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity, which ratio is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the benefited business as the source—but the actual cost of the machinery turned out to be \$90,000—then the 40% ratio limits CDBG funding to \$36,000, rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources, for each activity and for the project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources, for each activity and for the project in total. CDBG funds will not be the first funds invested in the project—but rather—CDBG funds will flow into the project in proportion to all other funding sources.
- The timing (of CDBG funds flowing into the project on a pro rata basis) is that CDBG funding is reimbursement funding. Reimbursement after-the-fact of the expense having been incurred is what will be done. This timing may well result in the benefited business having to temporarily carry the costs which are then later reimbursed through CDBG funding.

[An example illustrates this point: If the actual cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the benefited business as the source—then the benefited business would have to first pay the entire \$100,000 cost of acquisition, and then seek reimbursement of \$40,000 from CDBG funding.]

§4.03 CDBG Loan Terms.

The \$505,000 to be loaned to the Business is for the purpose(s) set forth in **PART II** above, and will be loaned by the City to the Business using CDBG funds under the following terms:

- (a) The promissory note evidencing the loan to the Business will be drawn in favor of the City.
- (b) Collateral requirements, if any, or loan guarantee requirements, if any, are specified in §4.04 below.
- (c) The loan bears no interest (0% interest) and is wholly forgivable upon the meeting of certain conditions by the Business with respect to job creation, job retention, job maintenance, and LMI benefit. If the requisite conditions for forgiveness are not met, the principal is repayable in full by the Business (bearing no interest) upon appropriate notice from the City, and under factual circumstances supporting such conclusion by the City.

These favorable CDBG loan terms are conditioned upon the Business' agreements concerning job creation, job retention, job maintenance, and jobs benefiting LMI persons, all as specified in other portions of this MOU.

§4.04 Collateral/Guarantees.

The CDBG loan is to be secured by a senior security interest granted to the City by the Business in all furniture and fixtures as well as vehicles and inventory.

Wen Laing Xu is fully and unconditionally guaranteeing the entire amount of the CDBG loan, namely \$500,000. A guarantee instrument evidencing such obligation will be executed by such guarantor as part of the loan closing requirements.

§4.05 Reporting Requirements.

- (a) Employment Reporting. The Business will have each employee for which LMI status is relevant (normally this includes employees for created jobs, and employees for retained jobs, but not employees forming the measuring baseline of present employment by the Business), complete the Department's Employee Certification Form (such form to be provided to the Business by the City). Such form requests information from the employee concerning the employee's income

status, race, gender, and handicap status. The information from such forms, and other pertinent employment data reasonably required by the City, will be provided by the Business, at least semi-annually. Such information is for use by the City and the Department in assembling and reporting LMI and other employment data to meet HUD requirements for the CDBG program.

(b) Financial Reporting. The Business will provide to the City or to the Department, in a timely manner, the Business' financial statements, including balance sheets and income statements, in such form as may be reasonably required by the City or by the Department, following the close of the Business' fiscal year. This obligation will continue so long as there remains outstanding any balance of the CDBG loan, unless waived by the Department.

§4.06 Due on Sale.

Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Business may be declared (by the City) immediately due and payable upon any material change in the ownership control of the principal assets of the Business, or of the Business itself, including mergers and/or consolidations with other persons or entities. This provision exists to protect the interests of the City and the Department in seeing to it that the obligations of the Business as set forth in this MOU are completely fulfilled, as they must be to comply with HUD CDBG statutes and regulations permitting CDBG funds to be used for financial assistance to the Business in the first place.

§4.07 Maintain Location of Project.

Until all the requirements of this MOU are satisfied, the Business agrees to keep its facility in La Vista, Nebraska, located in La Vista. Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Business may be declared (by the City) immediately due and payable upon a failure to adhere to this requirement.

§4.08 Prohibition on Use of CDBG Assistance for "Job-Pirating" Activities.

The parties to this MOU recognize and acknowledge that a portion of the federal statutes dealing with CDBG funding, particularly as codified at 42. U.S.C. §5305(h), and implementing regulations issued by HUD at 24 C.F.R. §570.482(h), prohibit the Department from using CDBG funds for activities likely to result in significant job loss in a Labor Market Area (LMA) from which the Business is relocating. The HUD regulations prohibit CDBG funding if the funding will assist in the relocation of a plant, facility, or operation (terms defined in the regulations)—and—if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs. A "significant job loss" is defined in HUD regulations using the following measurements:

- **500** jobs lost in a LMA is definitionally a significant loss; and thus CDBG funds cannot be used in such cases.
- **25** or fewer jobs lost in a LMA is definitionally not a significant loss; and thus not a job-pirating problem, so CDBG funds can be used in such cases.
- **26-499** jobs lost may be a significant job loss if the lost jobs are equal to or greater than one-tenth of one percent (0.1%) of the total number of persons in the labor force of the LMA from which the proposed business relocation would occur.

The HUD regulations require the Department to obtain from the business assisted with CDBG funds:

- A statement from the assisted business as to whether the CDBG-assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and if so, the number of jobs that will be relocated from the LMA. An "operation" is defined in the regulations as including (but not being limited to) any equipment, employment opportunity, production capacity, or product line of the business.
- If the assistance will not result in a relocation, then the business must certify that neither it, nor any of its subsidiaries, has plans to relocate jobs (at the time the agreement is signed) that would result in a significant job loss.
- An agreement requiring the business to reimburse CDBG funds if a relocation prohibited by the regulations should occur within three years from the date the CDBG assistance is provided to the business. Under the regulations, jobs will be considered to have been relocated if positions are eliminated at an existing operation within three (3) years of the time when CDBG funding assistance was provided to the expansion site operation of the business.

Pursuant to the requirements outlined in this section, the Business hereby states for purposes of this MOU that (check mark and initial one or the other alternative, but not both):

_____ (initials of official executing MOU for the Business). The CDBG-assisted activity will result in the relocation of a plant, facility, or operation from one LMA to another LMA, with the number of jobs that will be relocated from the LMA being as follows: _____ (insert number of jobs).

OR

_____ (initials of official executing MOU for the Business). The CDBG-assisted activity will not result in the relocation of a plant, facility, or operation from one LMA to another LMA. The Business hereby certifies that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time this agreement is signed, that would result in a significant job loss as defined in the regulations.

In a circumstance where neither of the alternatives above is marked and initialed, the second alternative (indicating the activity will not result in relocation) will be deemed to have been selected and agreed to by the Business.

Pursuant to the requirements outlined in this section, the Business further agrees if a relocation prohibited by the regulations should occur within three years from the date the CDBG assistance is provided to the Business, the Business agrees to reimburse the City for all amounts of CDBG assistance provided to the Business, or expended on behalf of the Business, pursuant to this MOU.

PART V: JOB CREATION AND JOB MAINTENANCE REQUIREMENTS.

§5.01 Job Creation and Job Maintenance Requirements.

The Business must:

- (a) create at least 15, new, permanent jobs (on an FTE basis), in the Business' facility in La Vista, Nebraska over and above the agreed baseline of employment at the La Vista facility which agreed baseline is 0 FTEs for purposes of this MOU:
 - (1) within 12 months of the date on the Notice of Approval letter from the Department.
 - (2) meeting the requirement that 51% or more of all jobs (on an FTE basis) created as a result of the CDBG-assisted project must be held by (or if not actually "held by", then the Business must meet the required regulatory standards so as to be considered to have made the jobs "available to") low-to-moderate income (LMI) persons.
- (b) maintain the minimum required created 15 FTE jobs, [and maintain all additional jobs created as a result of the CDBG-assisted project,] for 36 months measured from the date of hire for each respective job.
- (c) pay all employees of the Business a minimum hourly rate of \$10.28 per hour, and provide all employees with an appropriate package of employee benefits.

Only permanent employees (not temporary employees); and only employee positions at the Business' facility in La Vista, Nebraska; will be credited in assessing whether the job creation, job retention, and job maintenance requirements have been satisfied.

§5.02 Proration of Any Repayment Obligation Arising from Failure by the Business to Meet the Job Requirements of §5.01.

If the Business fails to meet the job requirements set forth in §5.01, the default remedy specified at §6.02 and the repayment obligation of the Business specified in §4.03(c), will be mitigated by allowing, in some instances, proration of the principal amount of any repayment obligation which is triggered by such failure to meet such job requirements, as follows:

(a) CDBG statutes and regulations require CDBG-assisted projects to meet the national objective of principally benefiting low-to-moderate income (LMI) persons. These statutes and regulations require that at least 51% of the created/retained jobs benefit LMI persons. If Business fails to meet the national objective by not having at least 51% of the created/retained jobs benefiting LMI persons, then full repayment of the CDBG funding is required, and no proration is allowed.

(b) If the national objective (51% LMI benefit) is met, but the job creation/retention requirement (15 jobs in this instance) is not achieved, then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to the ratio of jobs not created, divided by the number of jobs required to be created.

(c) If the national objective (51% LMI benefit) is met, but the jobs are not maintained for the required job maintenance period (36 months in this instance), then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to the ratio of the required maintenance period in months, less the number of months the jobs were maintained, divided by the required maintenance period in months.

(d) If the national objective (51% LMI benefit) is met, but there is a failure as to both the job creation/retention requirement and the job maintenance period, then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to—using the number of jobs required to be created, multiplied by the number of months the jobs were to be maintained, resulting in a computational factor of "required job-months"—then using the number of jobs actually created multiplied by the number of months the jobs were actually maintained, resulting in a computational factor of "achieved job-months"—and then subtracting the "achieved job-months" factor from the "required job-months" factor to calculate a "failed job-months" factor—and then establishing the ratio of:

"failed job-months"
"required job-months"

with such ratio (with "failed job-months" as the numerator, and "required job-months" as the denominator), being the required pro rata portion of CDBG funds to be repaid.

An example to illustrate application of this requirement is:

CDBG assistance total	= \$250,000
# of jobs to be created	= 20
# of months the jobs were to be maintained	= 24
# of jobs actually created	= 15
# of months the jobs were actually maintained	= 16

20 x 24 = 480 "required job-months"
15 x 16 = 240 "achieved job-months"
480 – 240 = 240 "failed job-months"

240 "failed job-months"
----- = .50
480 "required job-months"

\$250,000 x .50 = \$125,000 to be repaid.

PART VI: OTHER TERMS AND CONDITIONS OF THIS MOU.

§6.01 Events of Default.

In addition to other events or fact settings where debt acceleration or other remedies may be specified elsewhere in this MOU, the following are (but are not exclusively the only) events of default, each of which triggers the general default remedy set forth in §6.03 (or the remedies specified elsewhere in this MOU associated with such event or fact setting):

- (a) Failure by Business to fully satisfy the Job Creation, Job Retention, and Job Maintenance Requirements set forth in §5.01.
- (b) A breach of the Maintain Location of Project provisions in §4.07.
- (c) Bankruptcy or insolvency of the Business.
- (d) Failure by Business to provide, in a timely manner, reports and other administrative documentation identified in this MOU.
- (e) Any other failure by the Business to substantially comply with the terms and conditions of this MOU.
- (f) If the Business, or its officers or employees, engage in:
 - 1) material misrepresentation concerning CDBG funds; or,
 - 2) unauthorized use or theft of CDBG funds.

§6.02 General Default Remedy (applicable to events of default where remedies for specific events or fact settings are not specified elsewhere in this MOU).

If an event of default occurs, then CDBG funding will be disallowed, and immediate repayment to DED of the entire amount of any outstanding balance of the CDBG funded obligation of the Business will be required, together with interest computed at 5% per annum (simple interest), from the date(s) CDBG funds were advanced to the Business by the City.

§6.03 Loan Documentation Responsibility.

The Business shall have the duty to prepare any necessary loan documentation instruments (e.g., a promissory note reflecting the CDBG loan obligation of the Business in favor of the City), including (if applicable) any necessary security instruments or guarantees, associated with the CDBG loan. If others, such as an attorney representing the City, prepare such documentation at the request of the Business, then payment for such attorney's services shall be borne by the Business. None of the costs of loan documentation for the CDBG portion of this project, including any attorney's fees for loan documentation preparation or review, will be the responsibility of DED, nor of the City unless voluntarily undertaken by the City.

§6.04 Severability, Binding Effect, Counterparts, and Governing Law.

If any provision of this MOU or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity will not affect other provisions of this MOU.

This MOU will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This MOU may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement.

This MOU will be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

§6.05 No Legal Actions.

The Business warrants there are no legal actions, suits, or other proceedings, pending or threatened, before any court or administrative agency, which, if determined adversely to the Business, would have a material adverse effect on the financial condition of the Business nor on the ability of the Business to complete the project which is the subject of this MOU.

§6.06 Authorization of Representative Signing for the Benefited Business.

The Business, by and through the officer or other representative accepting this MOU by signing below on behalf of the Business, has entered into this MOU with the full knowledge and authorization of the Business, under proper procedures prescribed by the articles of incorporation, bylaws, and other organizing documents applicable to the governance of Business.

§6.07 This MOU is NOT a Notice of Approval of the Project.

Project funding approval by DED is neither expressed nor implied by DED's execution of this MOU, and project costs should not be incurred based solely upon this MOU. Additional approval steps beyond the MOU are required before a project receives a

Notice of Approval, including satisfying other steps of the application and approval process at DED, and obtaining the approval of the Governor of the State of Nebraska.

§6.08 Conditions Precedent to Drawdown of CDBG Funds.

Certain conditions must be satisfied before any requests for funds (so-called "drawdowns") by the City would be paid by DED, in the event a Notice of Approval for this project is ultimately issued by DED. The conditions are emphasized here so that all parties to this MOU will be aware of, and can appropriately plan for, the requirements for drawdowns, should the project be approved.

- (a) The requirements set forth in §4.02, *Sources and Uses of Funds*, must be strictly observed. These requirements include CDBG-activity maximum payments; the injection of matching funds; and CDBG funds payments being limited and governed by the ratio, proportionality, and reimbursement timing requirements detailed in §4.02.
- (b) Documentation, in such form as DED may prescribe, showing disbursement by other project funding sources for qualified expenditures, will be required by the DED.
- (c) Compliance with the environmental review process pertaining to the project, established by the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA, is required.
- (d) Proper execution, by the Business, of this MOU and any other required documents (e.g., loan documents), is required.
- (e) Compliance with the Davis-Bacon Act (and related acts) is required.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this MOU and agree to its provisions, and that it will be effective on the date when all parties have signed.

DED—NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT By: _____ (Signature of Director or Designee) (Typed or Printed Name/Title) (Date)	City—City of La Vista By: _____ (Signature of Chief Elected Official) (Typed or Printed Name/Title) (Date) (Federal Identification Number)
Business—Easyway International LLC By: _____ (Signature of Authorized Officer) (Typed or Printed Name/Title) (Date)	Guarantor—Wen Laing Xu, individually (Signature of [name] as an individual guarantor) (Date)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
LAND ACQUISITION— 7215 S. 83 RD STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A public hearing has been scheduled to hear comments, support, opposition or criticism with respect to the proposed purchase of an approximately 11,000 square foot building located on approximately 1.16 acres, located at 7215 S. 83rd Street adjacent to the municipal complex. A resolution has been prepared to authorize and approve the purchase of the site and to authorize and approve the execution and delivery of the purchase agreement and earnest money.

FISCAL IMPACT

The purchase agreement identifies a price of \$435,000. Community Betterment Funds will be utilized for the purchase.

RECOMMENDATION

Approval.

BACKGROUND

The City recently became aware that the property located at 7215 S. 83rd Street in La Vista (currently adjacent to the municipal campus) was put on the market for sale. During the preparation of the Municipal Facilities Plan considerable discussion was given to pursuing opportunities to expand the area for the municipal campus to provide greater flexibility for the future expansion and/or development of municipal facilities. While nothing definite has been determined regarding how the site will be utilized, it does provide for more options when it comes to planning future facilities and improvements.

Pursuant to state statute, before purchasing an interest in real property, the acquisition must be authorized by action at a public meeting after notice and public hearing.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF A SITE AND TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF THE PURCHASE AGREEMENT AND EARNEST MONEY.

WHEREAS, the owner of the Site located at 7215 South 83rd Street, desires to sell the Site to the City, and the City desires to purchase the Site from the owner.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council find and determine that:

- (i) A purchase agreement for the Site has been presented to the City by the owner of the Site in the form and content attached hereto as Exhibit A and incorporated herein by this reference ("Purchase Agreement"); and
- (ii) The Purchase Agreement provides for a purchase price of \$435,000 for an approximately 11,000 square foot building located on approximately 1.16 acres in addition to other terms and conditions; and
- (iii) Neb. Rev. Stat. Section 18-1755 requires that the City, before purchasing an interest in real property, authorize the acquisition by action at a public meeting after notice and public hearing; and
- (iv) The City published notice of public hearing on the proposed purchase of the Site, to be held during the regular City Council meeting on November 29, 2009; which notice is hereby approved, and public hearing was held and completed prior to consideration of this Resolution; and
- (v) Neb. Rev. Stat. Section 13-403 requires that the City, before purchasing, lease-purchasing or otherwise acquiring for consideration real property having an estimated value of \$100,000 or more, obtain an appraisal of the property from a certified real estate appraiser; and
- (vi) The City will obtain an appraisal of the Site from a certified real estate appraiser, which appraisal shall establish the Site's fair market value at an amount equal to or greater than the price stated in the Purchase Agreement attached hereto and referred to in (ii) above, and which appraisal may be accepted in a form and amount satisfactory to the City Administrator and City Attorney.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the Purchase Agreement and authorize and approve the purchase of the Site for the amount and on such other terms and conditions set forth in said Purchase Agreement in a form and amount satisfactory to the City Administrator and City Attorney.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to take such other action as is necessary or appropriate to carry out the Resolutions approved herein.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\09 FINAL RESOLUTIONS\09. Land Acquisition.DOC

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Pacific Realty Commercial, LLC, d/b/a
Grubb & Ellis|Pacific Realty, Broker

Date: November 4, 2009

This Purchase Agreement ("Agreement") is entered into between Terry M. Anderson ("Seller") and Adam Marek, as Agent for an unnamed Buyer ("Buyer"). The "Effective Date" hereof shall be the date this Agreement is last executed. The undersigned Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property described as follows based on the following terms and conditions:

1. **Address:** 7215 S. 83rd St., LaVista, Sarpy County, Nebraska 68128 (an approximately 11,000 square foot building located on approximately 1.16 acres), and all adjacent land and/or adjacent property owned by Seller.
2. **Legal Description (the "Property"):** (exact legal description to be determined by survey)
(insert legal description)
3. **Personal Property:** The personal property included is as follows: All fixtures and equipment permanently attached, along with any personal property used in the operation of the Property.
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and has the authority to enter into this Agreement and to observe and perform all of its duties and obligations herein. Seller agrees to convey title to Property to Buyer or its nominee by general warranty deed free and clear of all claims, liens and encumbrances whatsoever, including but not limited to special taxes levied or assessed, subject only to any Permitted Exceptions further defined herein or Leases identified and accepted by Buyer in accordance with Section 5 below.
5. **Encumbrances:** Seller is the only person or entity in possession or occupancy of the Property, except for tenants as disclosed to Buyer pursuant to Leases copies of which Seller shall provide to Buyer within five (5) days of the Effective Date. All service contracts, vendor contracts or third-party agreements on or related to the Property shall also be disclosed to Buyer with copies of all said contracts and agreement(s) provided to Buyer within five (5) days of the Effective Date. All said Leases, contracts and agreements shall be subject to review and approval of Buyer in its sole discretion. As a result of the transfer of title of the Property ("Closing") the Property shall be transferred and conveyed to Buyer free and clear of all claims, liens and encumbrances whatsoever, including but not limited to contracts, Leases or agreements, except those identified and accepted by Buyer, and subject only to the Permitted Exceptions defined herein.
6. **Purchase Price:** Buyer agrees to pay Seller Four Hundred Thirty Five Thousand Dollars (\$435,000) (the "Purchase Price") on the following terms: Five Thousand Dollars (\$5,000) ("Deposit") to be delivered to Title Company as escrow agent and deposited within three (3) business days after the Effective Date of this Agreement. The Title Company shall provide Buyer a receipt for said Deposit. In the event of refusal or failure of Buyer to consummate the purchase after all conditions and contingencies of said purchase as set forth in this Agreement have been fully performed within the prescribed time or waived in writing by Buyer, Seller may, at his option, retain the Deposit as liquidated damages as Seller's sole remedy for Buyer's failure to carry out this Agreement. The balance of the Purchase Price, as adjusted by the Deposit and other adjustments under this Agreement, shall be paid in immediately available funds at Closing of the sale.
7. **Property Condition:** Seller hereby represents and agrees as follows: (A) To the best of the knowledge, information and belief of Seller (i) no Hazardous Materials are presently stored or otherwise located upon or within the Property, and no part of the Property is contaminated by any Hazardous Materials, (ii) the Property has never been used as a landfill, (iii) the Property currently complies with all occupancy permits, fire regulations and building codes, and (iv) the Property has no latent defects; (B) Between the Effective Date and the Closing, Seller shall maintain the Property, including but not limited to heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built in appliances or equipment, in good and working condition and repair in the ordinary course of business; (C) Between the Effective Date and the Closing, Seller shall not amend, modify, renew or terminate any of the existing Leases, or enter into any new leases or occupancy agreements without Buyer's written consent, which consent shall be in Buyer's sole discretion; and Seller shall not breach any such Lease; (D) Between the Effective Date and the Closing, Seller will promptly notify Buyer of any written notice received of any violation of any laws, ordinances, rules or administrative or judicial orders affecting or regarding the Property; and (E) Within ten (10) days of the Effective Date, Seller

shall deliver to Buyer copies of all documents in Seller's possession or control related to the Property, including but not limited to items set forth on Exhibit "A" attached hereto ("Due Diligence Materials"). All documents supplied to Buyer by Seller in accordance with Exhibit "A" shall be true, complete and correct copies of all of the documents in Seller's possession or control regarding the subject matter thereof. Due Diligence Materials and the matters and transactions they represent shall be subject to approval of Buyer in its sole discretion.

8. **Title and Survey:** Within five (5) business days of the Effective Date, Buyer shall order an ALTA Title Commitment ("Title Commitment") from Nebraska Title Company ("Title Company") and an ALTA/ACSM Survey ("Survey") from a survey company. Within fifteen (15) business days after Buyer's receipt of the Title Commitment and Survey, whichever occurs last, Buyer shall provide written notice to Seller of any matters disclosed in the Title Commitment or Survey which Buyer finds, in its sole discretion, objectionable ("Title Objections"). Seller shall then use all reasonable efforts to correct and/or cure the Title Objections within thirty (30) days after receipt of such notice (the "Cure Period"). In the event Seller is unable to cure the Title Objections to the Title Commitment or Survey, Buyer shall have the right to waive such objection(s) in its sole discretion or to terminate this Agreement with the entire Deposit returned to the Buyer. Any Title Objection that Seller is unable to cure, and that has been waived by Buyer, shall be deemed "Permitted Exception(s)". Any waiver must be in writing and signed by Buyer to be effective. Both Buyer and Seller shall be equally responsible for the cost of the Title Commitment and the Title Company's closing fee. The cost of any endorsements required by Buyer shall be the responsibility of the Buyer. The cost of the Survey shall be the responsibility of the Seller.
9. **Applicable Conditions:** Buyer's obligations under this Agreement are conditioned upon the happening of each of the following events of this Section 9. If each has not occurred within the time stated, this offer shall at Buyer's option be null and void, and any Deposit returned to Buyer, or in the alternative, Buyer shall have the option to waive or provide additional time for satisfaction of any such condition, which waiver or additional time must be provided in writing. (A) This Agreement shall not have been terminated by Buyer during the Inspection Period; (B) All of Seller's representations and warranties shall be true and accurate as of the Effective Date and through Closing; (C) Seller shall have observed and performed all of Seller's covenants and agreements; (D) Seller shall have cured and/or corrected all matters in the Title Commitment or Survey found objectionable by Buyer other than the Permitted Exceptions; (E) Buyer to obtain suitable financing, in Buyer's sole discretion, within sixty (60) days from the execution date of this agreement. In the event that suitable financing, in Buyer's sole discretion, is not obtained within sixty (60) days from the execution date of this agreement, Buyer shall have the right to extend the financing contingency period for an additional thirty (30) days by notifying Seller in writing; (F) Final walk through inspection of the Property satisfactory to Buyer in its sole discretion pursuant to Closing; (G) Approval of this Agreement and purchase of the Property by unnamed Buyer in accordance with applicable law; and (H) Satisfaction of all other conditions of this Agreement within the specified time.
10. **Inspection Period:** During the sixty (60) day period following the Effective Date ("Inspection Period"), Buyer shall have the right to conduct such inspections, reviews and investigations of the Property, including environmental assessments, as Buyer determines necessary ("Inspections"). The Inspection Period shall be automatically extended if needed to complete or obtain results of any testing or inspection commenced during the Inspection Period so long as Buyer acts with reasonable diligence. Buyer or its agents shall have reasonable access to the Property from the Effective Date through and including the Closing date. The cost of any inspections shall be the responsibility of Buyer. Buyer may terminate this Agreement at any time and for any reason during the Inspection Period by written notice. If Buyer elects to terminate this Agreement during the Inspection Period, the Deposit shall be returned to Buyer.
11. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
12. **Urban Taxes:** All consolidated real estate taxes which become delinquent in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of Closing, and all prior years' taxes, interest, and other charges, if any, will be paid by Seller. All special assessments, including but not limited to greenbelt recapture taxes, whether or not payable in installments, shall be paid by Seller.
13. **Rents, Deposit and Leases, if Rented:** Seller hereby represents that no Lease or other agreement to which Seller is a party with respect to the Property is in default, except as Seller otherwise discloses in writing to Buyer within 5 days after the Effective Date of this Agreement and Buyer approves. Seller shall deliver to Buyer,

within five (5) days of the Effective Date, true, complete and correct copies of all Leases affecting the Property. Any tenant deposits and Leases shall be assigned to Buyer at Closing at no cost. All collected rents shall be prorated to date of Closing. At the option of Buyer, tenants shall attorn to Buyer as a condition of Closing and Leases shall be subordinate to any mortgage or deed of trust required by Buyer's Lender to finance Buyer's purchase of the Property. Prior to Closing, Seller shall deliver to Buyer Estoppel Certificates, instruments evidencing tenant attornment to Buyer as successor landlord under the Leases, and any other documents or instruments reasonably required by Buyer to finance or purchase the Property, in a form acceptable to Buyer and Buyer's Lender, which have been fully executed with no material modifications. Buyer and Seller shall execute joint letter(s) to all tenants reflecting the change in ownership and identifying where future rent payments are to be forwarded.

14. **Sanitary and Improvement District (S.I.D.):** Buyer understands that this property is not located within an S.I.D.
15. **Escrow Closing:** Buyer and Seller acknowledge and understand that the Closing will be handled by the Title Company and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Title Company. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Title Company's fee for the Closing shall be equally divided between Buyer and Seller.
16. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by Seller; all recording fees shall be paid by the Buyer.
17. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to Buyer. In the event, prior to closing, the structure(s) on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this Agreement, and the Deposit shall be refunded to Buyer.
18. **Environmental:** Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto. Seller represents that Seller has disclosed to Buyer all information which Seller may have relative to the use, storage or disposal of any hazardous substance or chemical or hydrocarbon product in connection with the Property.
19. **Closing and Prorations:** The Closing shall be conducted at the offices of the Title Company. The Closing shall occur within fifteen (15) days after the end of the financing contingency and Inspection Periods, or at an earlier mutually agreeable date. Title Company shall issue a general warranty deed to be executed by Seller indicating the Property is being transferred free and clear of all liens, claims and encumbrances whatsoever, including but not limited to special taxes levied or assessed, subject only to the Permitted Exceptions, and shall be responsible for the application of the Deposit and the collection and disbursement of the Purchase Price. Buyer and Seller shall execute any and all documents required by the Title Company, Buyer's lender, Buyer or Seller, including but not limited to an Assignment and Assumption of Leases, certificate of non-foreign status, and affidavits required by the Title Company. All collected rents and service contracts shall be prorated to the date of Closing. The cost of an Owners title insurance policy shall be equally divided between Buyer and Seller.
20. **Notices:** All notices or other communications required hereunder shall be in writing and shall personally be delivered or sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier service with charges pre-paid, and shall be deemed delivered on the date of delivery if via personal delivery or overnight mail or the date of receipt as noted on the return receipt if forwarded via regular mail.
21. **Assignment:** Buyer may assign this Agreement prior to Closing to another entity for the purpose of Closing.
22. **Agency:** The Broker(s) involved in this transaction is/are:

Adam Marek of Grubb & Ellis|Pacific Realty represents Buyer in this transaction.

Julia Roberts & Chris Falcone of NAI NP Dodge represent Seller in this transaction.

Both Buyer and Seller acknowledge that Buyer's Broker has compiled this Agreement from various sources, that the Broker is not an attorney, and that Buyer and Seller have been advised and requested to seek legal representation prior to their execution of this Agreement. By execution of this Agreement, Buyer and Seller waive any and all claims against Buyer's Broker in the preparation of this Agreement.

23. Broker(s) Compensation: Buyer and Seller acknowledge that Julia Roberts & Chris Falcone of NAI NP Dodge, as agents for Seller, have a listing fee of six percent (6%) of the Purchase Price; provided, however, that said fee shall be paid by Seller from the Seller's proceeds of the sale and shared equally between the Buyer's and Seller's Brokers, meaning that a fee of three percent (3%) of the Purchase Price shall be paid by Seller to Seller's Brokers and the remaining fee of three percent (3%) of the Purchase Price shall be paid by Seller to Buyer's Broker. Seller and Buyer each represent to the other that the allocation of compensation as provided herein has been discussed with, and is acceptable to, its respective Broker or Brokers. Both Buyer and Seller warrant to each other that neither of them has consulted with any broker or agent, except as referenced above, and each will indemnify the other against and hold the other harmless from any claims for fees or commissions from any other broker or agent.

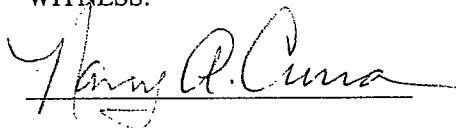
24. Defined Terms: Capitalized terms not otherwise defined herein shall have the meanings set forth in this Agreement.

25. Execution Of This Agreement: This Agreement may be executed via facsimile transmission with originals to follow in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Offer Expiration: This Purchase Agreement is subject to acceptance by Seller on or before November 5, 2009, 4:00 o'clock, P.M., CST.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER.

WITNESS:



BUYER: Adam Marek, as Agent for an Unnamed Buyer

By: 

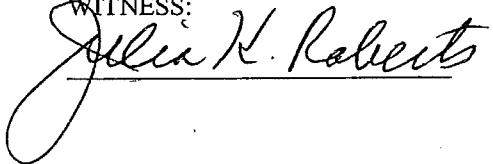
Date: 11/4/09

Printed Name & Title: Adam Marek
Address: 6464 Center St., Suite 200
City/State/Zip: Omaha, NE 68106
Telephone & Fax: 402/345-5866 & 402/763-1767
E-Mail Address: amarek@gepacificrealty.com

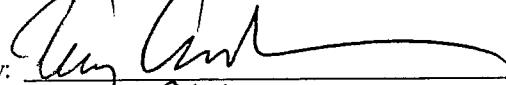
SELLER'S ACCEPTANCE:

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement except for the following modifications: _____

WITNESS:



SELLER: Terry M. Anderson

By: 

Its: owner

Date: 11-4-09

Printed Name & Title: Terry Anderson owner

Address: 11965 MASON PIZ

City/State/Zip: OMAHA NE 68154

Telephone & Fax: 680-3971 280-2244 (C)

E-Mail Address: terry.anderson@creighton.edu

BUYER'S ACCEPTANCE & RECEIPT

Buyer accepts Seller's modifications to this Agreement as set out above and acknowledges a fully executed copy of this agreement.

BUYER: _____

Date: _____

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EXHIBIT "A"
Due Diligence Materials

1. Real Estate tax bills for the current year and the last two (2) years and copies of all correspondence regarding any tax reassessment.
2. Copies of fully executed Leases and all amendments thereto.
3. Copies of fully executed service contracts, including without limitation the following:
 - a) Waste disposal
 - b) Landscape/gardening
 - c) Snow removal
 - d) Fire equipment maintenance
 - e) General maintenance (janitorial)
 - f) Security
 - g) Roof maintenance
 - h) Heating and air conditioning service and repair
 - i) Water/sewer plan
 - j) Pest control
 - k) Any and all other service contracts.
4. Copies of existing engineering and geological studies for the Property.
5. Details regarding any litigation threatened or pending against the Property and/or Seller with respect to the Property during the last three (3) years and copies of all insurance policies.
6. Copies of any existing appraisals, environmental reports, memoranda or documents with regard to the Property.
7. Copies of permits, including the following: a) Certificate of Occupancy for the Building; b) Water/sewer, and c) Certificates of Occupancy for tenant spaces.
8. An inventory of all tangible personal property owned and used in connection with operation of the Property, including without limitation: a) office equipment and furniture; b) appliances, c) maintenance equipment, tools and supplies inventory.
9. Copies of construction, engineering, architectural, and building plans and specifications for the Property.
10. Copies of existing title insurance commitments or policies and surveys.
11. Copies of such other documents, information and materials reasonably requested by Buyer.
12. Utility bills on the property for the previous twelve (12) months.

Effective Date & Deposit Receipt

The Effective Date referenced in this Agreement is _____, and Title Company hereby acknowledges receipt of a fully executed copy of the foregoing Purchase Agreement.

Title Company hereby acknowledges receipt of Deposit in the amount of \$5,000, on _____, and hereby agrees to accept, hold, and return Deposit and disburse any funds received hereunder in accordance with the provisions of the Agreement.

Nebraska Title Company

By: Holly Prenger

Date: _____

Company: Nebraska Title Company

Address: 14680 W. Dodge Rd.

City/State/Zip: Omaha, NE 68154

Phone & Fax: 402.861.9200

E-Mail Address: dswerczek@nebtitleomaha.com

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
NEBRASKA DEPARTMENT OF ROADS SUPPLEMENTAL AGREEMENT No. 3 LA VISTA LINK – KEYSTONE TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute Supplemental Program Agreement No. 3 with the Nebraska Department of Roads (NDOR) for the La Vista Link – Keystone Trail project; NDOR Project No.: ENH-77(50), Control No. 22251. This supplement outlines the responsibilities of the State to let the project, designate the Responsible Charge Person and associated responsibilities, and extends the deadline of the project outlined in the agreement previously executed by the City of La Vista and the State.

FISCAL IMPACT

The project is being partially funded by Federal grant funding through the NDOR Transportation Enhancement Program.

RECOMMENDATION

Approval

BACKGROUND

The City entered into the original agreement on April 3, 2007, Supplemental Agreement No. 1 on July 25, 2008 and Supplemental Agreement No. 2 on January 5, 2009 for the construction of Project No. ENH-77(50).

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 WITH THE NEBRASKA DEPARTMENT OF ROADS (NDOR) FOR THE LA VISTA LINK – KEYSTONE TRAIL PROJECT.

WHEREAS, the City Council of the City of La Vista has determined that said improvements to the La Vista trail system are necessary; and

WHEREAS, the FY 2009/10 Construction Fund budget includes funds for the La Vista link-Keystone Trail Project; and

WHEREAS, the project has been designated as being partially funded by Federal grant funding through the NDOR Transportation Enhancement Program; and

WHEREAS, the supplemental agreement outlines the responsibilities of the state to let the project, designate the Responsible Charge Person and associated responsibilities, and extends the deadline of the project outlined in the agreement previously executed by the City of La Vista and the State; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, to authorize the Mayor and City Clerk to enter into supplemental agreement no. 3 with the Nebraska Department of Roads for the La Vista Link – Keystone Trail project in La Vista.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER, 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUPPLEMENTAL AGREEMENT NO. 3

STATE OF NEBRASKA DEPARTMENT OF ROADS
CITY OF LAVISTA
PROJECT NO. ENH-77(50)
CONTROL NO. 22251
LAVISTA LINK - KEYSTONE TRAIL

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of LaVista hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto entered into an Original Agreement (YL0724) executed by the City April 3, 2007 and by the State April 23, 2007, and Supplemental Agreement No. 1 executed by the City July 25, 2008 and by the State August 4, 2008, and Supplemental Agreement No. 2 executed by the City January 5, 2009 and by the State January 9, 2009, providing for the construction of Project No. ENH-77(50), and

WHEREAS, it now becomes necessary that said agreement be supplemented to provide for the State to advertise, conduct a letting, and receive bids for the project and pay all eligible project costs directly to the consultants and contractors, and

WHEREAS, it now becomes necessary to supplement the agreement to extend the deadline for securing a construction contract to construct the project, and

WHEREAS, Federal regulations provide that the State shall have the responsibility for all Federal-Aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the City has designated an available fully-qualified public employee to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the City understands that it must comply with all terms of 23 C.F.R. 635.105 order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the City will support the RC and is ultimately responsible to ensure that, at a minimum, (1) the project receives independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, this project has been designated as a full Federal oversight project, and

WHEREAS, it is the desire of the City that the project be constructed under the designation of Project No. ENH-77(50), as evidenced by the Resolution of the City Council dated the 15th day of December, 2009, attached and identified as EXHIBIT "A" and made a part of this agreement, and

WHEREAS, the City is responsible for any costs not paid for by Federal funds.

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

SECTION 1. Definitions. For purposes of this agreement, the following definitions will apply:

Fully Qualified means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified Local Public Agency "Responsible Charge" (RC's).

Full-Time Public Employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

Public Employee means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

Responsible Charge means the public employee who is fully empowered by the City and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the City's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with

stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in the delegated technical tasks.

SECTION 2. This project has been designated as a full Federal oversight project and the State will present this project to the FHWA for its approval.

SECTION 3. Responsible Charge (RC)

A. The City hereby designates Joe Soucie as the City's RC for this project.

B. Duties and Assurances of the City for this project.

1. The City has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
2. The RC is a full-time employee of the City.
3. The RC is fully qualified and has successfully completed required training to serve as an RC.
4. The City shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
5. The City shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
6. The City shall provide necessary office space, materials and administrative support for the RC.
7. The City shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
8. The City shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.
9. The City agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.

10. The City shall comply with the conflict-of-interest requirements of 23 CFR 1.33.
11. The City shall notify the State immediately in the event the designated RC(s) will no longer be assigned to the project. A supplemental agreement designating a replacement RC will be required by the State.
12. The City agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The City understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the City or its agents or representatives result in a finding that a project is ineligible for Federal funding, the City will be required to repay the State some or all previously paid Federal funds and any costs or expenses the State has incurred for the project, including but not limited to, those costs for the RC.

C. The City understands that the following are the duties of the RC:

1. Serve as the City's contact for issues or inquiries for Federal-aid projects assigned by the City
2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.
4. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
5. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference NEB. Rev. Stat. §81-3445).
6. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the City, which includes the City's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
7. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
8. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.

9. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
10. Keep the State informed of all project issues.
11. Arrange preconstruction conference.
12. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
13. Prepare contractor change orders and supplemental agreements.
14. Properly serve as the City's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.
15. Ensure that proper construction management processes have been developed and implemented for the project.
16. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
17. Attend all required training including the annual workshop.
18. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.

SECTION 4. The State and the City agree the State will advertise, conduct a letting, and receive bids for the City on the contemplated improvement. The selection of the lowest bidder and the awarding of a contract or contracts must be concurred in and signed by the City prior to award.

SECTION 5. The State will pay the contractor and consultant directly as follows.

- A. All project contractor construction costs will be paid directly to the contractor by the State. Progress invoices and final invoices shall be prepared by the City using **Site Manager software** and must be approved by the City Responsible Charge before payment to the Contractor can be made by the State.
- B. The City Responsible Charge shall submit the City approved **construction engineering** invoice and progress report to the State District Construction Representative for approval of payment, with a copy to the State's LPD Enhancement Program Manager and to the Enhancement Program Consultant. The State District Construction Representative will forward the invoice and progress report to the State's Planning and Project Development Division for payment processing with a copy to the State's LPD Enhancement Program Manager and the Enhancement Program Consultant. The State will make payment directly to the consultant for the construction engineering.

C. The City Responsible Charge shall submit the City approved **preliminary engineering** invoice and progress report to the State's LPD Enhancement Program Manager, with a copy to the Enhancement Program Consultant. The LPD Enhancement Program Manager will forward the approved preliminary engineering invoice and progress report to the State's Planning and Project Development Division for payment processing. The State will make payment directly to the consultant for the preliminary engineering.

SECTION 6. The Parties agree that all costs of this project shall be the sole responsibility of the City if the proposed project improvements are not awarded for construction by August 15, 2010. This includes repayment to the State of Federal Funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in of the original program agreement.

SECTION 7. Except as specifically amended by this supplemental agreement, all terms and conditions of the agreement executed by the City April 3, 2007 and by the State April 23, 2007, and Supplemental Agreement No. 1 executed by the City July 25, 2008 and by the State August 4, 2008, and Supplemental Agreement No. 2 executed by the City January 5, 2009 and by the State January 9, 2009, shall remain in full force and effect.

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

EXECUTED by the City this _____ day of _____, 20__.

WITNESS:

CITY OF LAVISTA

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 20__.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Engineer

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
PURCHASE OF DIGITAL IN-CAR CAMERA SYSTEMS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROBERT LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared authorizing the purchase of six digital in-car camera systems from Digital Ally, Overland Park, KS, in an amount not to exceed \$29,000.

FISCAL IMPACT

Funding for the equipment has been made available through grants from the Nebraska Office of Highway Safety and the La Vista Community Foundation and an approved amount in FY09/10 general fund budget.

RECOMMENDATION

Approval.

BACKGROUND

In-car video systems have proven invaluable in accurately/objectively documenting citizen contacts with police officers (predominantly during traffic stops, DUI investigations and emergency responses). La Vista has had in-car systems since approximately 1997, and technology has improved tremendously with the emergence of digital systems. Our current VHS systems are approaching the end of their life cycle and funding is available for an upgrade to a digital system. The police department replaced six of the VHS units last year and funding has been made available to replace the remaining six units.

Funding for the project was included in the FY09-10 budget contingent upon approval of a grant request. Total cost for the purchase of six systems is \$29,000 (\$4,833 ea). The Nebraska Office of Highway Safety awarded the police department reimbursement funding of \$3,500 per camera (\$21,000 total). Matching funds of \$8,000 are required, which is available from a La Vista Community Foundation grant.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF SIX DIGITAL IN-CAR CAMERA SYSTEMS FROM DIGITAL ALLY, OVERLAND PARK, KS, IN AN AMOUNT NOT TO EXCEED \$29,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of digital in-car camera systems for the City's marked police cars is necessary, and

WHEREAS, funding for the purchase has been made available from two grant sources and an approved amount included in the City's FY09/10 General Fund budget, and

WHEREAS, the police department has secured the Nebraska State bid price from Digital Ally, Overland Park, KS for the equipment, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of six digital in-car camera systems for the police department from Digital Ally, Overland Park, Kansas, in an amount not to exceed \$29,000.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
PURCHASE AUTHORIZATION MOBILE DATA TERMINALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROBERT S. LAUSTEN POLICE CHIEF

SYNOPSIS

The La Vista Police Department was awarded a direct Justice Assistance grant of \$16,526.00 earlier this year for the purchase and installation of two (2) mobile data terminals. A resolution has been prepared authorizing the purchase of two (2) mobile data terminals from D & D Communications, Omaha, Nebraska, in an amount not to exceed \$14,176.00. Remaining funds will pay for the installation of the equipment.

FISCAL IMPACT

Funding for the purchase was approved as part of the FY09/10 budget. The grant does not require any matching funds from the City.

RECOMMENDATION

Approval.

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance law enforcement services.

The La Vista Police Department was awarded a direct JAG grant of \$16,526.00. There are no matching funds required. Based on the needs of the police department, a project request has been made to allocate the grants funds for the purchase of two mobile data computers which will be installed in the remaining two primary fleet police cars that do not have the equipment. This technology enables officers to quickly access information which is normally retrieved via radio contact with the Communications Center, especially for access to criminal records while on patrol or during a stop. The mobile data computers allow officers to continue to run license and driver files, and access county-wide records management system from any where within the Omaha metropolitan area. Officers are also be able to access CAD and GIS information.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF TWO (2) MOBILE DATA TERMINALS FROM D & D COMMUNICATIONS, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$14,176.00.

WHEREAS, funding for equipment has been made available to the La Vista Police Department through the "American Recovery and Reinvestment Act of 2009", and

WHEREAS, a grant application for the funds through the "Edward Byrne Memorial Justice Assistance Grant" has been made by the police department, and

WHEREAS, the grant application was awarded to the La Vista Police Department by the U.S. Department of Justice, and

WHEREAS, the police department has secured the Nebraska State bid price from D & D Communications, Inc, Omaha, Nebraska, for the equipment, and

WHEREAS, Paragraph 9 of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two mobile data terminals for the police department from D & D Communications, Inc., Omaha, Nebraska, in an amount not to exceed \$14,176.00.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
PORTAL GREENWAY REVIEW	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

City Engineer John Kottmann will present preliminary information regarding the Portal Greenway channel improvements and trail segment.

FISCAL IMPACT

NA

RECOMMENDATION

For discussion only.

BACKGROUND

Preliminary design work has started on the Portal Greenway channel improvements and trail segment in order to apply for grant funding. The portal Greenway trail project is recognized in the City of La Vista Park and Recreation Master Plan. Channel improvements are necessary to protect private lots from future damage from erosion. No trail work will begin prior to stabilizing the channel.

On October 27, 2009 City Engineer John Kottmann and Public Works Director Joe Soucie met with the Val Vista Homeowners Association and presented the preliminary Portal Greenway information. Notification letters concerning this agenda item were mailed to each residence that abuts the project.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA**

Subject:	Type:	Submitted By:
STRATEGIC PLAN PROGRESS REPORT #3	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

This is the third progress report since the adoption of the City's Strategic Plan on April 7, 2009.

FISCAL IMPACT

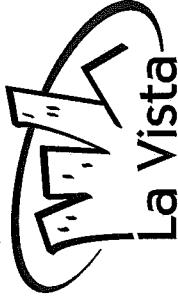
N/A.

RECOMMENDATION

Receive/File.

BACKGROUND

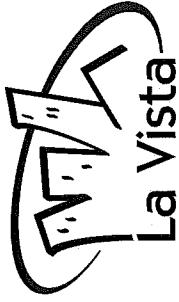
On Saturday, February 28, 2009 the Mayor and City Council held their annual strategic planning work session. As a result, the collaborative effort with the management team produced the City's Strategic Plan for 2009-2011 which Council approved via Resolution No. 09-035 on April 7, 2009.



**Strategic Plan 2009-2011
Progress Report
December 2009**

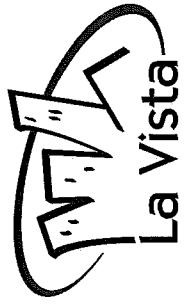
1. Pursue revitalization of the 84th Street corridor

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)		Objective Achieved / Comments
a. Complete Vision 84	Identify stakeholders & encourage active participation in the visioning process.	2009-spring 2010	Stakeholders were initially invited to meetings with EDAN. They are also on a mailing list for meetings & updates.	Will continue to keep stakeholders & members of the public involved & informed.		
	Identify community resources					
	Keep public informed about issues and progress		Summer, Fall and Winter issues of Citywise included flyer, press release re: Community workshops, survey included in last newsletter, Television & OWH coverage, website. Publish final version plan in newsletter and post on website.	Citywide mailing reporting on final plan.		
	Pursue discussions with Papillion & Ralston about inter-local cooperation		Papillion City Planner is on the Working Group Steering Committee and Ralston will be kept informed of progress	Final concepts have been presented for public comment.	Presentation to Planning Commission and City Council in early 2010.	
	Charge Vision 84 Working Group to evaluate options and advise the City Council on a long-term vision for the corridor			Final vision plan document being completed by consultant.	Public hearing(s) at Planning Commission and City Council in early 2010.	
	Facilitate the preparation of a long-range plan for City Council consideration				Presentation of final concept at community events, chamber meetings, etc. Final concept posted on website.	
b. Consensus on a long-term corridor vision including a "City Centre"	Seek and encourage citizen participation	ongoing	Newsletters and press releases, direct mailings, surveys	Leo A. Daly working on a campus plan for City Hall area and connection to 84th St.		
	Utilize Municipal Facilities Plan as a "city centre" concept					
c. Develop Vision 84 Implementation Plan	Work with NDOR on transition of 84th Street from a State Highway to local arterial	spring 2010-ongoing	Met with NDOR District II Engineer to clarify what can and cannot be done in the right-of-way. He indicated that the relinquishment process is moving forward and anticipates it being complete by the first of the new year.	Discussion of Phase 2- Implementation Plan		



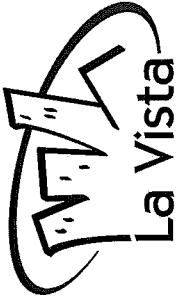
**Strategic Plan 2009-2011
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	Coordinate with neighboring cities		This will be an ongoing effort	CIP will be considered as part of the implementation plan.
	Incorporate public improvements into the CIP			
	Stay abreast of opportunities to facilitate the "City Centre" concept			
d. Rigorously pursue actions to encourage property owners with vacant space to lease or sell their property to viable businesses	Involve property owners in Vision 84 as stakeholders	immediate & ongoing	Owners & tenants invited to meet with consultants. Will be kept informed & encouraged to participate in upcoming events. (on-going)	
	ICSC Meeting with Kroenke representative		This did not happen as planned, however, we did meet with someone associated with The Kroenke Group (TKG) who has provided useful contact information	
	Provide additional information to Kroenke as requested			Complete
	Coordinate meeting with property decision maker(s)		One of the property owners has agreed to talk with EDAW and we will be presenting the findings of Vision 84 to TKG.	We have had preliminary discussions with TKG and plan to follow up in January.
	Develop inventory of vacant commercial/retail properties and link to site that lists available properties			
	* Market the plan to potential developers through ICSC events and other local opportunities		Will work to develop a strategy to cultivate interest from developers with proven track records in highly successful projects similar to Vision 84.	
e. Develop and cultivate relationships with commercial/shopping center owners, developers, leasing agents and retailers	Continued ICSC Participation & Exposure	immediate & ongoing	Attended ICSC in Las Vegas	
	ICSC Alliance		Included in budget for 2010	Staff will attend in January in Kansas City.
	ICSC Annual Conference		Included in budget for 2010	Attend in May
	Continue to market La Vista to targeted retailers & restaurants			



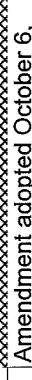
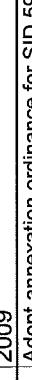
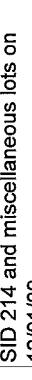
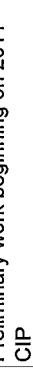
**Strategic Plan 2009-2011
Progress Report
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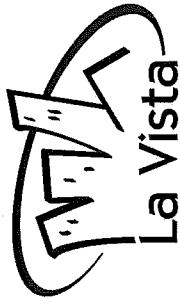
	Use Vision 84 to engage with developers, owners, property managers, etc.	



**Strategic Plan 2009-2011
Progress Report
December 2009**

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

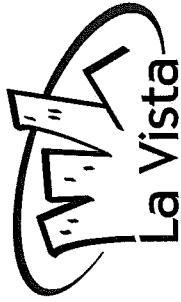
Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Adopt a long-range plan	Finalize detailed annexation plan	plan adoption Fall 2009			Completed
	Adopt annexation plan as part of Comprehensive Plan			Amendment adopted October 6, 2009	
b. Implementation of annexation plan	Preparation of necessary plans, notices, ordinances, and other documents	immediate & ongoing		Adopt annexation ordinance for SID 59, SID 214 and miscellaneous lots on 12/01/09.	
c. Ensure budget and CIP provide for infrastructure improvements necessary to serve areas targeted in annexation plan	Consider extending the City's ETJ Evaluate infrastructure in areas contemplated for annexation	ongoing		Preliminary work beginning on 2011 CIP	
	Incorporate infrastructure improvements as part of the CIP process				
d. Communicate annexation plan & property tax implications to residents and businesses located in new growth areas	Letters to property owners, Quarterly Newsletter, Website, Public Meetings	TBD		Notice of annexation public hearings was mailed to all property owners.	Letters to all owners RE: annexation, sales tax, etc. Information was also provided to Sarpy County, the State of Nebraska, PLV School District and utilities in accordance with State statute.
e. Work with neighboring cities to protect the integrity of each city's boundaries and ETJs	Pursue this discussion through the United Cities format	ongoing			



**Strategic Plan 2009-2011
Progress Report
December 2009**

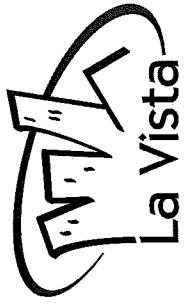
3. Maintain Quality of Older Residential Neighborhoods

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Provide for essential maintenance & priority improvements in neighborhood public facilities through CIP	Submit public facility improvements as part of the CIP process	ongoing			
b. Ensure attractive neighborhoods by strengthening and enforcing city building and environmental codes	Review and propose improvements to municipal codes	ongoing	Adopted Property Maintenance Code on April 7, 2009.		
	Continue to be proactive in code enforcement	ongoing			
	Evaluate using a private vendor to complete property clean up and mowing				
c. Contribute to the safety and attractiveness of rental housing through a rental inspection program	Work toward implementation of the proposed program that was presented to City Council in a draft format	Summer 2009	Adopted October 20, 2009. Initiate program January 1, 2010.		
d. Continue to develop strategy to address the erosion and maintenance issues related to Thompson Creek	Identify potential funding sources through grant applications	immediate & ongoing	We are still awaiting an official response on the federal grant application.		
	Provide regular progress reports				
	Based on funding refine the scope & develop project timeline				
e. Evaluate need for Neighborhood Revitalization Program	Research the need for and the City's role in a Neighborhood Revitalization Program	Summer 2011			



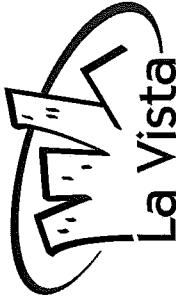
**Strategic Plan 2009-2011
Progress Report
December 2009**

4. Strengthen a sense of shared community identity among residents and businesses					
Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Provide leadership to accomplish a significant celebration of the community's 50th anniversary	Continue to document La Vista's history and finalize the written La Vista Story	February 2010 and remainder of 2010	History Book is in final edit stage. Requested quotes from printers. To printer by Jan. 1	Completion prior to La Vista 50 Kick Off.	
	Engage La Vista Community Foundation in the planning of events				The LVCF is actively involved in planning and fundraising for the anniversary events
	Work with 50th Anniversary Celebration Committee to identify and facilitate a variety of events during 2010			Events will continue to be planned and announced to the public on the City's anniversary...February 23, 2010	
b. Develop and aggressively market a La Vista community identity through strategic partnerships with the Chamber of Commerce and the Community Foundation	Provide funding for community marketing materials		immediate & ongoing		
	Expand usage of banners & signage to "brand" La Vista			Funding for 50th Anniversary celebration banners has been included in the FY 10 budget	It is anticipated that banners will be unveiled following the 50th kick-off event in February 2010.
	Identify opportunities for cooperative efforts with Chamber and Foundation	ongoing		The La Vista Community Foundation has taken a leadership role in fundraising for La Vista 50.	
	Consider creation of a Communications staff position			Community Relations Coordinator to start on 12/14/09.	
c. Continue to pursue opportunities to engage citizens in City decision making	Develop citizens leadership academy program		dependant on addition of staff or after La Vista 50 activities		



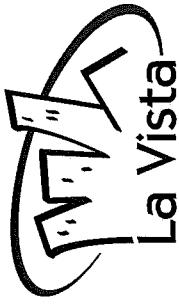
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	Develop Mayor's youth leadership council	ongoing		
d. Create new opportunities that bring residents together for celebration, leisure pursuits or civic engagement	Seek community partners, including the Community Foundation and La Vista Area Chamber of Commerce			
	Investigate feasibility of Holiday Lights initiative	immediate	An internal committee has been established to begin developing this concept. We also met with vendors at ICSC.	It is anticipated that a RFQ proposal will be brought to Council once a determination has been made as to how to incorporate into Vision 84.
	Look for opportunities to initiate ongoing events such as community movie nights	ongoing	This is being considered as part of La Vista 50.	
	Look for opportunities to incorporate elements such as a community garden or memorial feature into future park and facility improvements	ongoing	Funding for mini-park plan development has been secured and this process is underway. Mini park plan for Champion Park is currently being prepared by BCDM.	
	Investigate the feasibility of providing live and archived web casts of City Council meetings (Dependent upon the addition of Communication staff)			



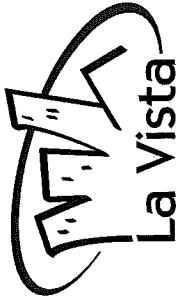
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5. Improve and expand the City's quality of life amenities for residents and visitors				
Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)
a. Address the needs associated with the City's aging swimming pool facility	Make recommendations to address operational issues with the existing swimming pool as they arise	ongoing	Public Works continues to keep the pool functional until a decision is reached on future pool status.	
	Following completion of the Vision 84 process, make a recommendation regarding the future of the existing swimming pool	ongoing	Options regarding pool included in Vision 84 preliminary concepts.	Will be part of the discussion as conceptual plans for Vision 84 are finalized.
b. Identify options for creation of public green space with the property owner of the sod farm and develop a plan	Explore opportunities with the La Vista Community Foundation	immediate & ongoing		
	Provide funding for plan development in FY10 budget		In CIP for 2010	
	Seek participation from current property owner		Have had an initial contact meeting with owner's representative.	
c. Expand recreation programs and services for all age groups	Evaluate existing programs for popularity and effectiveness	ongoing	A report is being prepared to review all Recreation Programs by December 31, 2009	Finalization & Mayor and Council review
	Research & recommend new programs or changes to existing programs	ongoing	Several new programs started: soccer clinic, BBQ school, Zumba Fitness, Baton Lessons, Women's self-defense, New Belgium beer tasting, splash bash, holiday bazaar/garage sale, neighborhood park party, yoga, photography, kick boxing	Continue to monitor existing programs and develop new programs.
d. Initiate development of other high priority quality of life amenities identified by residents through the citizen survey	Identify & promote development of new cultural amenities in partnership with other community groups	ongoing		



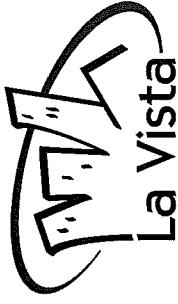
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e. Maintain and enhance City's existing & future park areas & green spaces	Create mini-plan for each City park that identifies needed amenities	immediate and ongoing	Work has started and will continue in early FY 10. Will use completed mini park plans to develop overall plan.
f. Develop & begin implementation of a "green plan" that identifies the City's role, through its facilities and programs, in contributing to a sustainable community	Develop a plan for financing park amenities and incorporate into the CIP Continued involvement with the Papillion Creek Watershed Partnership	ongoing	
	Explore the development of an organizational recycling program		Recycling containers and pickup for City Hall, Community Center, Police Facility, Fire Districts #1 & #2 began this fall.
	Explore options to incorporate green building principals as city facilities are remodeled or new facilities are constructed		Presentation by EDAW on "Sustainable Communities" at November 18th Community Workshop.



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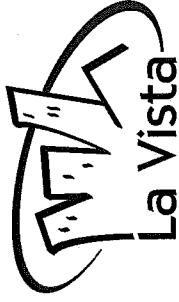
6. Pursue action that enables the City to be more proactive on legislative issues				
Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)
a. Participate in UCSC to promote shared interests of La Vista and its partner communities	Continue regular meetings of the Mayors of Sarpy County communities	ongoing		Currently in development process.
b. Adopt and lobby on behalf of a legislative agenda specific to the City	Continue joint lobbying efforts with UCSC	ongoing		
c. Actively pursue opportunities under the American Recovery and Reinvestment Act and other future stimulus legislation for financing city projects	Identify legislative issues of specific interest to La Vista and allocate resources for lobbying Monitor current stimulus programs for application requirements and deadlines	ongoing	AARA road funds have been secured for two projects; Giles road Retrofit Project and the 108th Street/Fire District II Warning Lights.	Anticipated construction to begin in the spring of 2010.
	Make contact with State officials regarding potential projects			
	Pursue COPS Grant funding		Police department awarded Byrne stimulus grant for \$16,300 for in-car computers and COPS grant request was submitted to fund two police officers	Exploring other grant opportunities. Not selected for the COPS Stimulus funding
	Pursue funding for construction of District 1 Fire Station		Grant completed and submitted.	Have not been awarded grant at this time.
	CDBG – Sanitary Sewer Replacement			



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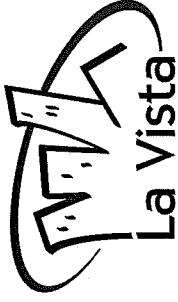
7. Adopt and implement standards of excellence for the administration of City services.

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)	Objective Achieved / Comments
a. Maintain City's Volunteer Fire Department	Monitor current operational procedures in comparison to NFPA Standards	Immediate & ongoing	Brought on 10 additional members 12/109. Steady improvement toward NFPA 1720 compliance.	Implement additional leadership training & educate department staff in city government relations.	Implementation of appointed fire officers is a step toward NFPA 1021 compliance. Staff officers had interaction with City Admin in this regard.
	Make recommendations for changes to Department into compliance with NFPA 1720 Standards for volunteer departments	ongoing	Incorporated several new programs to enhance retention, improve response times, and attract viable recruit candidates. Purchasing 12-lead monitors to enhance EMS services.	Additional NIMS training, hiring of paid training officer, additional incident command training, Crew Resource Management Training.	
b. Determine role City government should play in the delivery of solid waste services	Establish targets for recommended changes & incorporate funding into budget, and/or CIP	Compile information regarding alternative methods of delivering solid waste services	Strategic Planning 2010	Have contacted surrounding communities to obtain information regarding solid waste services.	
c. Provide for the orderly and uninterrupted transition of personnel into key City appointed positions through a succession plan	Utilize hiring process to review position descriptions to articulate long term organizational expectations	Immediate & ongoing			
	Fund and provide training opportunities		Meyers Briggs Type Indicator Training (MBTI) completed in November 2009. Creighton Leadership Training in early 2010.		
	Provide succession planning training to the Management Team		Funding for training opportunities is included in FY10 budget.		
	Review and make recommendation regarding the City's policies for funding for employee educational assistance				



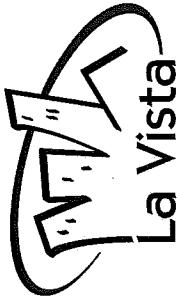
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Work with a local educational institution to develop a training program for mid-level supervisors	ongoing	Currently finalizing a curriculum and schedule with Creighton University.
Continue regular meetings between mid-level supervisors and City Administrator	ongoing	Continue training & meeting opportunities.
Enlist mid-level managers to coordinate events and activities associated with La Vista 50	ongoing	This group assisting with the 50th Anniversary event planning
Continue to explore options for involving mid-ongoing level managers in organizational initiatives and special projects		Roles in La Vista Days planning
Consider establishing a City Hall internship for an up and coming supervisor		
d. Provide for continuous employee professional development through expansion of in-house, customized education programs	Fund training requests as part of the annual budget immediate & ongoing	Completion of 1/2 day MBTI training with Department Heads & Mid-Level Managers.
e. Contribute to the successful recruitment and retention of high quality City staff through implementation of the pay recommendations in the City's 2008 Compensation Study	Identify in-house training opportunities Initiate leadership development program for senior and mid-level management staff Compensation study is complete and execution of the recommendations contained in the study is ongoing Implementation of a new performance appraisal system	Creighton Leadership Development training Funding for training opportunities part of the FY10 budget. Completed PFP effective October 1, 2009. Implemented October 1, 2009. Monitor over next 12 months.



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f. Update the City's Emergency Preparedness Plan	Provide opportunities for appropriate staff and officials to receive the NIMS 100 and 700 training.	ongoing	All police officers have completed the required NIMS 100, 200 and 700 training. Command personnel have completed 100, 200, 300, 400, 700 and 800. All Public Works supervisors have completed NIMS 100, 200 and 700. After January, the Fire Dept. will have a certified NIMS instructor for this purpose.	Anticipate establishing appropriate training for elected and appointed officials.
Complete Pandemic Plan			A draft plan has been prepared and is anticipated to be presented to Council in January 2010.	
Keep Local Emergency Operations Plan (LEOP) up to date				Sarpy County Emergency Management is updating plan in 2010.
Communicate Emergency Preparedness Plan to elected officials through periodic review			A table-top exercise for elected officials and key City staff is being developed by the LVPD.	Anticipate reviewing with elected officials at a future workshop.
g. Begin the process of developing a high performance work culture	Provide opportunities for appropriate staff training	ongoing	Department Head/MLM audio conference & discussion.	Department Heads to start cycling thru LEAD / ACA to attend SEI



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

Key Objectives	Action Steps	Timeline	Progress to Date	Anticipated Next Step(s)		Objective Achieved / Comments
				Anticipated	Next Step(s)	
a. Secure outside expertise to work with the City's Internal Technology Committee regarding a review of the city's existing technology and recommendations for new technology that could enhance productivity.			Contacted two companies to get estimates for analysis (1st step) to request for CIP 2011.			
b. Develop a long-range technology plan			ongoing	Tour of Scott Data Center for Disaster Recovery.		
c. Develop a multi-year plan for financing technology improvements			ongoing			
d. Designate adequate resources to provide appropriate technology training for city staff						

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2009 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE COMPUTER EQUIPMENT – WESTERN STATES CONTRACTING ALLIANCE & DELL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared approving the following technology related purchases for various City departments:

- Nine (9) computers with monitors and software from Dell through the Western States Contracting Alliance (WSCA) in an amount not to exceed \$18,000.

FISCAL IMPACT

The FY 10 budget provides funds for proposed computer upgrades.

RECOMMENDATION

Approval.

BACKGROUND

The State of Nebraska bid for computer services designates WSCA as the lowest responsible bidder for the hardware and software that is being requested and they are currently purchasing through Dell.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA), and DELL IN AN AMOUNT NOT TO EXCEED \$18,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of nine (9) computers with monitors and software; and

WHEREAS, the FY 10 General, Sewer and Golf Fund budgets did include funds for the purchase of said technology items; 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 purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of nine (9) computers with monitors and software, from Dell through the Western States Contracting Alliance (WSCA), in an amount not to exceed \$18,000.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk