

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING February 1, 2011

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on February 1, 2011. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Public Works Director Soucie, Public Buildings and Grounds Director Archibald, and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on January 20, 2011. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

APPOINTMENT – PARKS AND RECREATION BOARD – RE-APPOINT COREY JEFFUS – 2 YEAR TERM

Mayor Kindig stated that with the approval of Council Mayor Kindig would like to make the following reappointment: Parks and Recreation Board – Corey Jeffus – 2 Year Term Councilmember Gowan motioned the approval of the Parks and Recreation Board reappointment, seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF CITY COUNCIL MINUTES FROM JANUARY 18, 2011**
- 3. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC. – APPLEWOOD
DRAINAGE STABILIZATION PROJECT - \$13,000.00**
- 4. APPROVAL OF CLAIMS**

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Carlisle. Councilmember Crawford 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. Abstain: None. Absent: None. Motion carried.

ACTION BATTERIES, supplies	41.58
ALAMAR UNIFORMS, wearing apparel	243.49
ALKAR BILLIARDS, equipment	276.90
ANN TROE, printing	507.00
ARAMARK UNIFORM SERVICES, services	299.62
ASPEN EQUIPMENT, maintenance	477.80
BADGER BODY, maintenance	74.00
BAKER & TAYLOR BOOKS, books	1,055.02
BEACON BUILDING SERVICES, services	6,712.00
BENNINGTON EQUIPMENT, maintenance	1,093.96
BENSON RECORDS, services	74.51
BETTER BUSINESS EQUIP, rentals	47.92
BKD, services	32,500.00
BLACK HILLS ENERGY, utilities	5,451.67
BOARD OF EXAMINERS, dues	50.00
BOB'S RADIATOR REPAIR, maintenance	152.00

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BRAKE, A., auto allowance	100.00
BRAKE, A., printing	8.00
BRENTWOOD AUTO WASH, maintenance	98.00
BRODART, supplies	84.39
BUETHE, P, phone	20.00
BUILDERS SUPPLY, repair/maintenance	224.00
CALENTINE, J., phone	30.00
CENTER POINT PUBLISHING, books	166.56
CENTRAL STATES TACTICAL, wearing apparel	825.63
CITY OF OMAHA, services	56,922.00
COMP CHOICE, services	161.50
COX COMMUNICATIONS, services	44.20
D & D COMMUNICATIONS, supplies/repair	209.50
DEMCO INC, supplies	114.17
DLT SOLUTIONS, services	945.29
DOUGLAS COUNTY SHERIFF, services	200.00
EASTERN LIBRARY SYSTEM, training	34.00
FAC PRINT & PROMO CO, wearing apparel	947.25
FACTS ON FILE, books	2,101.32
FEDEX, maintenance	5.45
FELSBURG HOLT & ULLEVIG, services	1,500.00
FLEETPRIDE, maintenance	306.00
FREMONT NATIONAL BANK & TRUST, financial/lending/bond fees	1,681.76
FROEHLICH, R., auto allowance	100.00
G I CLEANER & TAILORS, services/supplies	189.00
GALE, books	233.96
GAYLORD BROS, supplies	376.14
GCR OMAHA TRUCK TIRE CENTER, maintenance	365.47
GOLDMAN, J., phone	85.00
GRAYBAR ELECTRIC, repair/maintenance	216.43
GREAT PLAINS GFOA, memberships	150.00
GUNN, B. phone	45.00
H & H CHEVROLET, maintenance	1.06
HEARTLAND PAPER, supplies	230.00
HEARTLAND TIRES AND TREADS, supplies	192.00
HELGET GAS PRODUCTS, supplies	80.50
HUNDEN STRATEGIC PARTNERS, services	8,538.05
HUSEBY, P., refund	38.00
HY-VEE, programming	60.00
IIMC, dues	135.00
INLAND TRUCK PARTS, maintenance	5,037.01
J Q OFFICE EQUIPMENT, services	220.80
KINDIG, D., travel/phone	170.00
KLINKER, MARK, services	200.00
KOTTMANN, J., phone	65.00
KRIHA FLUID POWER, maintenance	156.92
LA VISTA COMMUNITY FOUNDATION, misc.	50.00
LANDPORT SYSTEMS, services	125.00
LARRY'S BOILER SERVICE, repair	282.22
LAUGHLIN, KATHLEEN A, TRUSTEE	648.00
LEO A DALY COMPANY, services	404.01
LIEN TERMITE & PEST CONTROL, services	1,373.00
LUKASIEWICZ, B., phone	65.00
MARKOWSKY, T., auto allowance	100.00
MARTIN MARIETTA, maintenance	128.02
MED ALLIANCE GROUP, supplies	2,373.10

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MENARDS, supplies	39.92
MES, wearing apparel	62.50
METROPOLITAN CHIEFS ASSN, dues	25.00
METROPOLITAN COMMUNITY COLLEGE, utilities/phone/services	10,807.40
MID AMERICA PAY PHONES, phone	50.00
MID CON SYSTEMS INC, supplies	384.70
MIDLANDS CONTRACTING, construction	31,536.00
MID-STATES UTILITY TRAILER, supplies	26.82
MIDWEST RIGHT OF WAY, services	4,828.00
MINUTE MAN PRINTING, printing	80.46
MOCIC MID-STATES ORGANIZED, membership	200.00
MUD, utilities	1,225.56
NATIONAL PAPER COMPANY, supplies	368.32
NE DEPT OF LABOR-WORKFORCE DEV, misc.	1,403.73
NE DEPT OF REVENUE-LOTT/51, taxes	92,271.23
NEBRASKA CODE OFFICIALS ASSN, dues	145.00
NEBRASKA CONCRETE PAVING ASSN, training	657.00
NEFSMA-NE FLOODPLAIN/STORMWTR, dues	100.00
NEXTEL COMMUNICATIONS, phone	550.08
NEXTEL COMMUNICATIONS, phone	204.74
NICP INC, training	350.00
NLA LEGISLATIVE DAY, training	20.00
NLA-MEMBERSHIPS, dues	407.00
NMC EXCHANGE, maintenance	93.76
NUTS AND BOLTS INC, maintenance	455.50
OCLC INC, expense	34.16
OFFICE DEPOT, supplies	1,253.43
OMAHA COMPOUND CO, supplies	111.56
OMAHA PIPES AND DRUMS, misc.	200.00
OMB EXPRESS POLICE SUPPLY, supplies	140.98
OMNIGRAPHICS, books	1,019.83
ORIZON CPAS, services	15,600.00
PARAMOUNT LINEN & UNIFORM, services	365.40
PATRIOT3 INC, equipment	3,351.87
PAYLESS OFFICE PRODUCTS, supplies	107.46
PERFORMANCE CHRYSLER JEEP, maintenance	257.35
PETTY CASH, training/LV50/supplies/postage/mileage	103.56
PITNEY BOWES, cupplies	221.00
PPE INC, training	60.00
PRINCIPAL LIFE, insurance	216.00
QWEST, phone	1,155.25
RAMIREZ, R., phone	43.00
RECORDED BOOKS, media	117.67
RUSTY ECK FORD, maintenance	33.10
SARPY COUNTY COURTHOUSE, services	3,588.49
SARPY COUNTY ELECTION COMSSNR, election	1,543.02
SCHMADER ELECTRIC COMPANY, services	1,034.00
SOUCIE, J., phone	60.00
SOUTHEAST AREA CLERK'S ASSN, dues	10.00
SPRINT, phone	210.88
STATE STEEL OF OMAHA, maintenance	37.12
STERIL MANUFACTURING, maintenance	150.00
STOPAK, S., phone	50.00
SUBURBAN NEWSPAPERS, subscriptions	39.50
THOMPSON DREESSEN & DORNER, services/construction	2,924.39
VAIL, A., auto allowance	100.00

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VERIZON WIRELESS, phone	209.22
WAL-MART COMMUNITY BRC, supplies/LV50	862.11
WATKINS CONCRETE BLOCK, repair/maintenance	255.40
WICK'S STERLING TRUCKS, maintenance	651.10
WITMER PUBLIC SAFETY GROUP, wearing apparel	35.99

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten stated that Operations during the storm went well. During the worst part they did Priority 1 calls and had assistance from public works with 4-wheel drive vehicles.

Public Works Director Soucie reported that the Nebraska Concrete Paving Association awarded the City of La Vista for the pavement rehabilitation project on Giles Road from 107th to I-80. According to the latest MAPA figures the 84th and Harrison Street intersection is still the top traffic intersection in Sarpy County.

B. SOUTHPORT WEST REPLAT — MEMORANDUM OF TERMS SHEET — THE CORDISH COMPANIES

1. PRESENTATION

Port Telles, representing The Cordish Companies gave the Mayor and Council an overview of the company and of projects they have done throughout the United States. Mr. Telles then gave a brief overview of their plans for the Southport West Replat 5 area. Mr. Telles answered questions regarding occupancy of the outlet area, commitments in the entertainment district, restaurants, and interest by tenants in both areas.

City Administrator Gunn stated that the term-sheet is non-binding but allows movement forward on this project. There will be many more actions required to move forward. The City is currently working on the economic impact which looks favorable at this time.

Councilmember Gowan stated that this vision started many years ago and Cordish Companies brings the quality the City had envisioned.

Mayor Kindig stated that there will be many public meetings as the City goes through this process to keep the public informed and he also stated that the revitalization of 84th Street is still a number one priority for the City.

Councilmember Quick stated that she is supportive of both the Southport and 84th Street development.

2. RESOLUTION

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 11-008; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE SOUTHPORT WEST REPLAT 5 MEMORANDUM OF TERMS SHEET DECLARING IN A PRELIMINARY STATEMENT SPECIFIC KEY ASPECTS OF THE PROPOSED DEVELOPMENT, INCLUDING DEVELOPER IMPROVEMENTS AND PUBLIC IMPROVEMENTS, SUBJECT TO ALL REQUIRED PROCESSES AND APPROVALS AND UPON TERMS AND OTHER CONDITIONS MUTUALLY AGREEABLE TO THE CITY AND THE CORDISH COMPANIES, INC.

WHEREAS, the Mayor and City Council have long envisioned Southport West as a significant upscale regional tourism destination development; and

WHEREAS, there are substantial public benefits to be realized by the City of La Vista and its residents from the proposed development of the Project, including new construction, retail, dining, entertainment options and permanent jobs, as well as tax revenues for the City; and

WHEREAS, the registered voters of the City of La Vista, Nebraska by a majority affirmative vote at the general election held on November 2, 2010 approved the Nebraska Advantage Transformational Tourism and Redevelopment Act also known as (NATTRA) or LB1018; and

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WHEREAS, the Mayor and City Council have determined that there is a unique opportunity at this time for the development of a significant retail and entertainment destination development in the Southport West subdivision; and

WHEREAS, The Cordish Companies is one of the largest and most respected developers in the world with extensive expertise in almost every discipline of real estate; and

WHEREAS, The Cordish Companies is widely recognized as the leading international developer of large-scale urban revitalization projects and entertainment districts and has been awarded more Urban Land Institute Awards for Excellence than any other developer in the world; and

WHEREAS, The Cordish Companies has given approval to Southport West Replat 5 Memorandum of Terms Sheet expressing intent to build a significant retail and entertainment destination development in the Southport West area of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the mayor to execute Southport West Replat 5 Memorandum of Terms Sheet declaring in a preliminary statement specific key aspects of the proposed development subject to any modifications the City Administrator determines necessary or appropriate; and

BE IT FUTHER RESOLVED, that the Mayor and City Council direct the City Administrator and City Attorney to work with The Cordish Companies to negotiate and develop definitive agreements for said development, subject to review and approval by the City Council.

Seconded by Councilmember Quick, Tom Greco, La Vista Chamber; Jan Nielsen, Sarpy County Chamber; Jeremy Kinsey, resident of La Vista and local business owner; John Vendetti, 30 year resident and former City of La Vista employee; and Tony Moody with John Q Hammons Hotels spoke in favor of the proposed term sheet and resolution. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

C. LAND ACQUISITION – THOMPSON CREEK GRANT PROJECT

1. PUBLIC HEARING

At 7:42 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Thompson Creek hazard mitigation project – purchase of real property.

At 7:43 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. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 11-009; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF ONE (1) HOME FOR THE THOMPSON CREEK HAZARD MITIGATION PROJECT AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY TO PURCHASE THIS SITE

WHEREAS, the owner of the home located at 7605 Park View Boulevard (the home is referred to herein as "Site"), desire to sell the Site to the City, and the City desires to purchase the Site from the owners.

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

- (i) By action at the August 3, 2010 City Council meeting, the City Council authorized the City Administrator to negotiate for the voluntary purchase and sale of homes in the Thompson Creek Hazard Mitigation area; and
- (ii) The City Administrator subsequently negotiated the purchase of the Site; and.

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- (iii) Proposed purchase agreements for the Site have been presented to the City Administrator by the owners of the Site in form and content the City Administrator finds satisfactory and recommends; and
- (iv) The purchase agreement provides for a purchase price approved by the City Administrator, plus certain closing and other costs that the City Administrator has determined the City is required to pay pursuant to the federal grant for the purchase of the Site or is otherwise acceptable, in addition to other terms and conditions; and
- (v) 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
- (vi) The City published notice of public hearing on the proposed purchase of the Site, to be held during the regular City Council meeting on January 27, 2011; which notice is hereby approved, and public hearing was held and completed prior to consideration of this Resolution; and
- (vii) The City obtained appraisals of the Site from a certified real estate appraiser, which appraisals established each Site's fair market value, and which appraisals the City Administrator found satisfactory.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the purchase of the Site as described above and on such other terms and conditions satisfactory to the City Administrator.

BE IT FURTHER RESOLVED, that the Mayor or his designee is hereby authorized to execute purchase agreements and other documents and take such other actions as are necessary or appropriate to carry out the Resolutions approved herein.

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

D. ORDINANCE – AMEND MUNICIPAL CODE SECTIONS 95.32 AND 95.47 – VACCINATIONS REQUIRED

Councilmember Carlisle introduced Ordinance No. 1137 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 95.32 AND 95.47; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Carlisle moved that the statutory rule requiring reading on three different days be suspended. Councilmember Ellerbeck seconded the motion to suspend the rules and upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. 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 Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question was, "Shall Ordinance No. 1137 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. 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.

E. RESOLUTION – APPROVE LOCAL EMERGENCY OPERATIONS PLAN (LEOP)

Councilmember Crawford introduced and moved for the adoption of Resolution No. 11-010; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY LOCAL EMERGENCY OPERATIONS PLAN.

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WHEREAS, it had been determined that a Sarpy County Local Emergency Operations Plan has been developed in order to provide a coordinated response to a disaster or emergency in Sarpy County; and

WHEREAS, in order to provide for a coordinated response to a disaster or emergency in Sarpy County, the City of La Vista, and other cities in Sarpy County, the City Council of La Vista deems it advisable and in the best interest of the community to approve said Local Emergency Operations Plan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of La Vista, Nebraska, that the Sarpy County Local Emergency Operations Plan be, and hereby is, approved.

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

F. RESOLUTION – PURCHASE POLICE K-9

Councilmember Sell introduced and moved for the adoption of Resolution No. 11-011; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF A POLICE K-9 FROM SHALLOW CREEK KENNELS, SHARPSVILLE, PA, IN AN AMOUNT NOT TO EXCEED \$8,500

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a police K-9 is necessary, and

WHEREAS, the K-9 Donation and Narcotic Forfeiture account have funds available for the purchase of said K-9, and

WHEREAS, The La Vista Police Department did extensive research and recommends that the K-9 be purchased from said vendor, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires 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 a police K-9 from Shallow Creek Kennels, Sharpsville, PA, in an amount not to exceed \$8,500.

Seconded by Councilmember Carlisle. Councilmember Sheehan commended the Police Department for having the forward thinking to bring another K-9 in now to be ready for continued building and growth. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

G. CLASS C LIQUOR LICENSE APPLICATION – STADIUM DAWGS INC. DBA STADIUM DAWGS

1. PUBLIC HEARING

At 7:46 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Thompson Creek hazard mitigation project – purchase of real property.

David Snyder and Brad Boyum representing Stadium Dawgs were in attendance. David Snyder addressed Council stating that he wants this venue to be a very family friendly, “small town” bar and grill. He stated that the TV’s will be updated as funds are available and there will be bands, acoustic shows, and karaoke.

At 7:50 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. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 11-012; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF

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THE CLASS C LIQUOR LICENSE APPLICATION FOR STADIUM DAWGS INC DBA STADIUM DAWGS, LA VISTA, NEBRASKA.

WHEREAS, Stadium Dawgs Inc. dba Stadium Dawgs, 8045 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

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 Stadium Dawgs Inc. dba Stadium Dawgs, 8045 S 83rd Avenue, La Vista, NE.

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

H. RESOLUTION – SPECIAL DESIGNATED LIQUOR LICENSE – EASTER SEALS SOCIETY OF NEBRASKA

Councilmember Crawford introduced and moved for the adoption of Resolution No. 11-013; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT AN EASTER SEALS SOCIETY OF NEBRASKA INC FUNDRAISING EVENT AT THE LA VISTA CONFERENCE CENTER ON FEBRUARY 26, 2011.

WHEREAS, the La Vista Conference Center is located within the City of La Vista; and

WHEREAS, Easter Seals Society of Nebraska has requested approval of a Special Designated Permit to serve wine at a fundraising event at the Conference Center on February 26, 2010 from 12:00 p.m. to 1:00 a.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Easter Seals Society of Nebraska to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell serve alcohol at the La Vista Conference Center, in conjunction with a fundraising event.

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

I. RESOLUTION – SPECIAL DESIGNATED LIQUOR LICENSE – LARRY CAHILL

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 11-014; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A FUNDRAISING EVENT AT 8116 PARK VIEW BOULEVARD ON MARCH 5, 2011.

WHEREAS, 8116 Park View Boulevard is located within the City of La Vista; and

WHEREAS, Larry Cahill Jr. has requested approval of a Special Designated License to serve beer and wine at a fundraising event at 8116 Park View Boulevard on March 5, 2011 from 6:30 p.m. to 11:50 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Larry Cahill Jr. to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve beer and wine at 8116 Park View Boulevard, at a fundraising event on March 5, 2011.

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Seconded by Councilmember Sheehan. Larry Cahill was in attendance and thanked the Mayor and Council and the City of La Vista for all their support. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell thanked the Chambers and citizens who spoke in support of the Cordish Companies project.

Councilmember Sheehan stated that this Southport project is what he has envisioned for that area.

Councilmember Ronan stated that the public works department should be commended on their snow removal efforts.

Mayor Kindig stated that he testified at the legislature last Friday on Economic Development bills. He also reminded Council that the ribbon cutting for Stadium Dawgs is this coming Friday.

At 8:00 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2011

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MEETING OF THE LIBRARY ADVISORY BOARD
CITY OF LA VISTA

MINUTES OF MEETING
January 13, 2011

Members Present: Rose Barcal Janice Podoll Valerie Russell
 Kim Schmit-Pokorny Carol Westlund

Agenda Item #1: Call to Order

The meeting was called to order at 5:30 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

There were no introductions made.

Agenda Item #4: City of La Vista Strategic Plan Update

This item was removed due to the reworking of the City's Strategic Plan in February 2011.

Agenda Item #5: Approval of Minutes of May 13, 2010 Meeting

It was moved by Schmit-Pokorny and seconded by Podoll that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

Agenda Item #6: Approval of Minutes of July 8, 2010 Meeting

It was moved by Schmit-Pokorny and seconded by Podoll that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

Agenda Item #7: Library Director's Report

- a. Programs: an update on programming was giving including the notification of Runza's® "Great Books for Great Kids" which was held September 21, 2010 at the La Vista location. Fifteen percent of the day's sales were given back to the community including the La Vista Public Library. This amount of \$326 was used to purchase 28 children and teen books for the respective collections.
- b. Employee updates were given including the 10 year employment anniversary of Mary Marjorie Shaw, the library's Cataloguer and instructor for the Lapsit and Toddler Storytimes.
- c. Library Meetings were reviewed including the meeting in Wahoo concerning the statewide initiative for a catalog system called Pioneer. The Sarpy Library Directors have been meeting to discuss library concerns. These same directors participated in the Sarpy Expo in La Vista by going together on a booth. Plans are to repeat this in the coming year. Area libraries including La Vista will be participating in a pilot project run by Bellevue University's Dr. Gerald Wagner. The project includes educating the public concerning personal finances.
- d. General Library Information was reviewed including the computer lab scanner. A replacement was donated by a staff member since the current scanner is no longer

functioning. Amnesty is being held January 23-29. In December, Papillion Sanitation donated to the library to support child, teen and adult programming.

Agenda Item #8: Circulation Report

Library Director Barcal distributed the circulation report. The report was discussed and accepted.

Agenda Item #9: Old Business

- a. Current grants were reviewed. Continuing Education Grant from Eastern Library System was awarded to fund adult programming. The Youth Grant for Excellence available through the Nebraska Library Commission was not awarded. The La Vista Storytime Room through the La Vista Community Foundation was not awarded to the library. The American Recovery and Reinvestment Act for the Nebraska Library Commission Broadband Technology Opportunities Program was awarded. La Vista Public Library is one of 147 Nebraska libraries impacted by this award. A grant was written to the Nebraska Library Commission for Continuing Education and Training. This will be announced in late January.
- b. Budget FY10/11. The library budget was approved.
- c. Budget FY09/10. The library budget was closed out. All bills and purchases were finalized with City Hall.
- d. Inventory. The final report for the last year was given. Total items missing or unaccounted for number at 440.
- e. Summer Reading Program. The 2011 Summer Program is fast approaching. Planning has already begun. The program will be 10 weeks as in past years.

Agenda Item #10: New Business

- a. Library Advisory Board Meeting Dates 2011. It was moved by Podoll and seconded by Westlund that the 2011 dates be accepted as presented. Ayes: all. Nays: none. Motion carried.
- b. President and Secretary Positions, 2011. Special thanks went to Schmit-Pokorny, the current president, and Podoll, the current secretary, for the positions they held in 2010. Their support is appreciated. Elections for the office of president and secretary were held: Schmit-Pokorny made a motion and Russell seconded to close nominations and a unanimous ballot cast for Podoll as president. Board members voting aye: Russell, Schmit-Pokorny, and Westlund. Nays: none. Abstain: Podoll. Motion carried. Schmit-Pokorny made a motion and Podoll seconded to close nominations and a unanimous ballot cast for Westlund as secretary. Board members voting aye: Podoll, Russell, and Schmit-Pokorny. Nays: none. Abstain: Westlund. Motion carried.
- c. State Library Report. Information is being gathered and will be submitted online in February. An abridged version will be available at the next meeting.

Agenda Item #11: Comments from the Floor

There were no comments from the floor.

Agenda Item #12: Comments from the Board

A question was brought up concerning the new library system: can it be sent to view your past check-outs? Library Director Barcal will check with staff about how this can be done.

There was a motion Podoll and seconded by Schmit-Pokorny to adjourn the meeting at 6:29 p.m.

The next meeting is scheduled for March 10, 2011 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the four months ended January 31, 2010
33% of the Fiscal Year

	General Fund					Debt Service Fund					Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over/(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over/(under) Budget	Budget	MTD Actual	YTD Actual	Over/(under) Budget	
REVENUES														
Property Taxes	\$ 5,286,478	\$ 205,427	\$ 310,695	\$ (4,975,783)	6%	\$ 526,071	\$ 19,158	\$ 25,452	\$ (500,619)	\$ 1,567,550	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	1,955,000	200,258	795,974	(1,159,026)	41%	977,500	100,129	397,986	(579,514)	-	-	-	-	(1,567,550)
Payments in Lieu of taxes	90,000	-	0	(90,000)	0%	-	-	-	-	-	-	-	-	-
State revenue	903,298	119,088	371,820	(531,478)	41%	-	-	-	-	-	-	-	-	-
Occupation and franchise taxes	650,000	184,938	361,501	(288,499)	56%	-	-	-	-	-	-	-	-	-
Hotel Occupation Tax	612,105	35,508	196,908	(415,197)	32%	-	-	-	-	-	-	-	-	-
Licenses and permits	389,500	32,095	288,158	(101,342)	74%	-	-	-	-	-	-	-	-	-
Interest income	50,000	237	2,014	(47,986)	4%	75,000	940	5,415	(69,585)	-	-	-	-	-
Recreation fees	123,500	4,520	14,392	(109,108)	12%	-	-	-	-	-	-	-	-	-
Special Services	16,490	2,030	7,958	(8,532)	48%	-	-	-	-	-	-	-	-	-
Grant Income	207,349	11,587	28,774	(178,575)	14%	-	-	-	-	3,141,543	141,108	2,607,571	(533,972)	-
Other	1,656,622	14,642	118,500	(1,538,122)	7%	1,885,000	172	526	(1,884,474)	97,500	-	-	(97,500)	-
Total Revenues	11,940,342	810,329	2,496,693	(9,443,648)	21%	3,463,571	120,399	429,379	(3,034,192)	4,806,593	141,108	2,607,571	(2,199,022)	
EXPENDITURES														
Current:														
Mayor and Council	174,121	9,222	35,669	(138,452)	20%	-	-	-	-	-	-	-	-	-
Boards & Commissions	11,095	490	2,385	(8,711)	21%	-	-	-	-	-	-	-	-	-
Public Buildings & Grounds	534,767	46,016	130,822	(403,945)	24%	-	-	-	-	-	-	-	-	-
Administration	716,418	60,228	210,938	(505,480)	29%	90,000	200	467	(89,533)	-	-	-	-	-
Police and Animal Control	3,773,149	326,737	1,217,590	(2,555,559)	32%	-	-	-	-	-	-	-	-	-
Fire	654,933	31,607	119,877	(535,056)	18%	-	-	-	-	-	-	-	-	-
Community Development	645,161	44,131	192,390	(452,771)	30%	-	-	-	-	-	-	-	-	-
Public Works	3,104,841	270,813	970,655	(2,134,186)	31%	-	-	-	-	-	-	-	-	-
Recreation	647,567	39,783	157,953	(489,614)	24%	-	-	-	-	-	-	-	-	-
Library	651,541	46,796	190,559	(460,982)	29%	-	-	-	-	-	-	-	-	-
Human Resources	469,559	10,244	342,997 *	(126,562)	73%	-	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	76,756	5,930	20,934	(55,822)	27%	-	-	-	-	-	-	-	-	-
Capital outlay	408,370	0	0	(408,370)	0%	-	-	-	-	-	5,801,698	141,108	2,607,571	(3,194,127)
Debt service: (Warrants)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	2,290,000	-	1,935,000	(355,000)	-	-	-	-	-
Interest	-	-	-	-	-	1,309,098	-	576,615	(732,483)	-	-	-	-	-
Total Expenditures	11,868,278	891,997	3,592,769	(8,275,509)	30%	3,689,098	200	2,512,082	(1,177,015)	5,801,698	141,108	2,607,571	(3,194,127)	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	72,064	(81,668)	(1,096,076)	1,168,140	-1521%	(225,526)	120,199	(2,082,703)	1,857,177	(995,105)	-	-	(995,105)	
OTHER FINANCING SOURCES (USES)														
Operating transfers in (out)	(1,343,400)	-	-	1,343,400	-	(835,114)	-	-	835,114	260,105	-	-	(260,105)	
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	735,000	-	-	(735,000)	
Total other Financing Sources (Uses)	(1,343,400)	-	-	1,343,400	-	(835,114)	-	-	835,114	995,105	-	-	(995,105)	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (1,271,336)	\$ (81,668)	\$ (1,096,076)	\$ (175,260)	-	\$ (1,060,640)	\$ 120,199	\$ (2,082,703)	\$ 1,022,063	\$ -	\$ -	\$ -	\$ -	
FUND BALANCE, beginning of the year						4,719,156 **			7,712,684 **					146,583 **
FUND BALANCES, END OF PERIOD						\$ 3,623,080			\$ 5,629,981					\$ 146,583

* FY11 Liability and Workers' Comp Insurance

**Preliminary Fund Balance

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

BUDGET AND ACTUAL
For the four months ended January 31, 2010
33% of the Fiscal Year

	Sewer Fund						Golf Course Fund					
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used		
REVENUES												
User fees	\$ 1,873,922	\$ 131,631	\$ 559,700	\$ (1,314,222)	30%	\$ 190,000	\$ 130	\$ 25,469	\$ (164,531)	13%		
Service charge and hook-up fees	125,000	2,550	240,410	115,410	192%							
Merchandise sales	-	-	-	-	-	33,800	4	4,133	(29,667)	12%		
Grant	-	-	26,154	26,154	n/a							
Miscellaneous	200	30	101	(99)	51%							
Total Revenues	1,999,122	134,211	826,365	(1,172,757)	41%	224,100	135	29,737	(194,198)	13%		
EXPENDITURES												
General Administrative	446,776	36,503	134,850	(311,926)	30%							
Cost of merchandise sold	-	-	-	-	-	26,950	5,991	12,364	(14,586)	46%		
Maintenance	1,500,772	119,245	304,757	(1,196,015)	20%	204,953	13,867	63,173	(141,780)	31%		
Production and distribution	-	-	-	-	-	141,658	-	30,031	(111,626)	21%		
Capital Outlay	79,250	-	-	(79,250)	0%	7,000	-	5,932	(1,068)	85%		
Debt Service:												
Principal	-	-	-	-	-	110,000	-	110,000	-	100%		
Interest	-	-	-	-	-	22,533	-	12,751	(9,782)	57%		
Total Expenditures	2,026,798	155,749	439,608	(1,587,190)	22%	513,093	19,858	234,251	(278,842)	46%		
OPERATING INCOME (LOSS)	(27,676)	(21,538)	386,757	(414,433)	-	(288,993)	(19,723)	(204,514)	84,644	-		
NON-OPERATING REVENUE (EXPENSE)												
Interest income	10,000	306	1,549	(8,451)	15%	25	1	8	(17)	32%		
	10,000	306	1,549	(8,451)	15%	25	1	8	(17)	32%		
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(17,676)	(21,231)	388,307	(405,983)	-	(288,968)	(19,722)	(204,506)	84,462	-		
OTHER FINANCING SOURCES (USES)												
Operating transfers in (out)	-	-	-	-	-	270,000	122,751	122,751	(147,249)	45%		
NET INCOME (LOSS)	\$ (17,676)	\$ (21,231)	\$ 388,307	\$ (405,983)	-	\$ (18,968)	\$ 103,029	\$ (81,755)	\$ 62,787	-		
NET ASSETS, Beginning of the year			<u>4,822,525</u>	**					<u>189,223</u>	**		
NET ASSETS, End of the year			<u>\$ 5,210,832</u>						<u>\$ 107,468</u>			

**Preliminary Fund Balance

MIDWEST

Right of Way Services, Inc.

February 1, 2011

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

Invoice No.: 2799

Midwest Right of WayServices #273

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

For the period of January 1, 2011 through January 31, 2011

Project Manager	-	hours at	\$80	per hour	\$	-
Acquisition Agent	65.00	hours at	\$68	per hour	\$	4,420.00
Nebraska Title Company (Inv #0245265, 0245264)					\$	300.00
Total Amount Due for this Invoice					\$	<u>4,720.00</u>

For questions regarding this invoice, please call Jack Borgmeyer at 955-2900.

Consent Agenda
05.71.0645.09
OK to pay
Free Me
2/4/2011

INVOICE

Invoice Date: 11/30/2010
File Number: 0245265
Loan Number:
Customer Ref. No.:

To:

Midwest Right of Way Services, Inc.
Attn: Chris Pawloski
13425 A Street
Omaha, NE 68144

From:

Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154
402-861-9220

RE: Jean Graves also known as Jean S. Graves
A Purchaser to be Named
7605 Park View Boulevard, La Vista
La Vista, Lot 912, Sarpy County, NE

Description	Amount	Qty	Total
Informational Commitment	\$150.00	1	\$150.00
	Subtotal		\$150.00
	Tax @ %		\$0.00
	Non Taxable Amt.		\$0.00
	Grand Total		\$150.00

Please Remit To:

Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154
402-861-9220

Thank you!

La Vista
#273

INVOICE

Invoice Date: 11/30/2010
File Number: 0245264
Loan Number:
Customer Ref. No.:

To:

Midwest Right of Way Services, Inc.
Attn: Chris Pawloski
13425 A Street
Omaha, NE 68144

From:

Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154
402-861-9220

RE: Richard E. King and Dorothy D. King
A Purchaser to be Named
7221 Park View Boulevard, La Vista
La Vista, Lot 940, Sarpy County, NE

Description	Amount	QTY	Total
Informational Commitment King La Vista	\$150.00	1	\$150.00
Subtotal			\$150.00
Tax @ %			\$0.00
Non Taxable Amt.			\$0.00
Grand Total			\$150.00

Please Remit To:

Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154
402-861-9220

Thank you!

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MANUAL

1 Bank of Nebraska (600-873)

46118 Payroll Checks
Thru 4611946120 Gap in Checks
Thru 102724

102725	2/02/2011	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	648.00	**MANUAL**
102726	2/02/2011	4468 PARKER, SCOTT AND JENON	2,604.00	**MANUAL**
102727	2/02/2011	4212 NEBRASKA TITLE COMPANY	125,126.00	**MANUAL**
102728	2/02/2011	143 THOMPSON DREESSEN & DORNER	13,000.00	**MANUAL**
102729	2/03/2011	3058 PERFORMANCE CHRYSLER JEEP	5,308.34	**MANUAL**
102730	2/09/2011	4151 HUNDEN STRATEGIC PARTNERS	9,478.75	**MANUAL**
102731	2/15/2011	765 ADT SECURITY SERVICES	260.31	
102732	2/15/2011	571 ALAMAR UNIFORMS	.00	**CLEARED** **VOIDED**
102733	2/15/2011	571 ALAMAR UNIFORMS	568.43	
102734	2/15/2011	3364 ALL STAR PRO GOLF INC	827.23	
102735	2/15/2011	557 APWA-AMER PUBLIC WORKS ASSN	435.00	
102736	2/15/2011	536 ARAMARK UNIFORM SERVICES INC	288.98	
102737	2/15/2011	827 ARCHIBALD, PAT	142.00	
102738	2/15/2011	4395 BABER, BRAD	330.00	
102739	2/15/2011	55 BADGER BODY	328.70	
102740	2/15/2011	201 BAKER & TAYLOR BOOKS	289.15	
102741	2/15/2011	1839 BCDM-BERINGER CIACCIO DENNELL	630.00	
102742	2/15/2011	1784 BENNINGTON EQUIPMENT INC	391.82	
102743	2/15/2011	4457 BILL'S ICE SCULPTURE	200.00	
102744	2/15/2011	196 BLACK HILLS ENERGY	8,930.92	
102745	2/15/2011	1242 BRENTWOOD AUTO WASH	175.00	
102746	2/15/2011	4473 BRODERSEN, SHEILA	5.99	
102747	2/15/2011	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
102748	2/15/2011	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
102749	2/15/2011	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
102750	2/15/2011	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
102751	2/15/2011	2625 CARDMEMBER SERVICE-ELAN	.00	**CLEARED** **VOIDED**
102752	2/15/2011	2625 CARDMEMBER SERVICE-ELAN	10,722.29	
102753	2/15/2011	4476 CASEY, LINDA	122.00	
102754	2/15/2011	152 CITY OF OMAHA	47,244.56	
102755	2/15/2011	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
102756	2/15/2011	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
102757	2/15/2011	83 CJ'S HOME CENTER	.00	**CLEARED** **VOIDED**
102758	2/15/2011	83 CJ'S HOME CENTER	775.84	
102759	2/15/2011	4472 CLARK, CALEB	87.62	
102760	2/15/2011	836 CORNHUSKER INTL TRUCKS INC	78.70	
102761	2/15/2011	2158 COX COMMUNICATIONS	20.50	
102762	2/15/2011	3136 D & D COMMUNICATIONS	95.00	
102763	2/15/2011	2433 DANIELSON/TECH SUPPLY INC	528.85	
102764	2/15/2011	3839 DE LAGE LANDEN FINANCIAL SVCS	136.29	
102765	2/15/2011	111 DEMCO INCORPORATED	79.85	
102766	2/15/2011	2149 DOUGLAS COUNTY SHERIFF'S OFC	75.00	
102767	2/15/2011	632 EASTERN LIBRARY SYSTEM	15.00	

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102768	2/15/2011	3334 EDGEWEAR SCREEN PRINTING	204.25
102769	2/15/2011	616 ELECTRIC MACHINERY SALES/SVC	73.02
102770	2/15/2011	739 EYMAN PLUMBING INC	1,017.50
102771	2/15/2011	3159 FASTENAL COMPANY	8.20
102772	2/15/2011	1245 FILTER CARE	25.55
102773	2/15/2011	142 FITZGERALD SCHORR BARMETTLER	24,462.30
102774	2/15/2011	3132 FORT DEARBORN LIFE INSURANCE	1,314.50
102775	2/15/2011	1344 GALE	238.51
102776	2/15/2011	966 GENUINE PARTS COMPANY-OMAHA	.00 **CLEARED** **VOIDED**
102777	2/15/2011	966 GENUINE PARTS COMPANY-OMAHA	.00 **CLEARED** **VOIDED**
102778	2/15/2011	966 GENUINE PARTS COMPANY-OMAHA	.00 **CLEARED** **VOIDED**
102779	2/15/2011	966 GENUINE PARTS COMPANY-OMAHA	1,626.12
102780	2/15/2011	35 GOLDMAN, JOHN G	94.02
102781	2/15/2011	285 GRAYBAR ELECTRIC COMPANY INC	30.30
102782	2/15/2011	385 GREAT PLAINS ONE-CALL SVC INC	106.69
102783	2/15/2011	1624 GUNN, BRENDA	119.22
102784	2/15/2011	4449 HENDERSON, JERAD	122.00
102785	2/15/2011	797 HOBBY LOBBY STORES INC	94.91
102786	2/15/2011	390 HOLIDAY INN-KEARNEY	568.00
102787	2/15/2011	2888 HOME DEPOT CREDIT SERVICES	162.82
102788	2/15/2011	3146 HORNUNG'S GOLF PRODUCTS INC	72.60
102789	2/15/2011	1417 IACP	360.00
102790	2/15/2011	3440 ICSC-INTL COUNCIL OF SHPG CTRS	150.00
102791	2/15/2011	835 IVERSON, DENNIS	42.00
102792	2/15/2011	1896 J Q OFFICE EQUIPMENT INC	51.51
102793	2/15/2011	4474 KERIMBEKOV, BOOLOTEBEK	10.99
102794	2/15/2011	2394 KRIHA FLUID POWER CO INC	78.79
102795	2/15/2011	4477 KUSSMAUL ELECTRONICS CO INC	172.59
102796	2/15/2011	253 LA VISTA CHAMBER OF COMMERCE	12.00
102797	2/15/2011	1241 LEAGUE ASSN OF RISK MGMT	4,431.00
102798	2/15/2011	4254 LINCOLN NATIONAL LIFE INS CO	.00 **CLEARED** **VOIDED**
102799	2/15/2011	4254 LINCOLN NATIONAL LIFE INS CO	9,092.05
102800	2/15/2011	2664 LOU'S SPORTING GOODS	651.77
102801	2/15/2011	877 MATHESON TRI-GAS INC	167.70
102802	2/15/2011	153 METRO AREA TRANSIT	675.00
102803	2/15/2011	98 MICHAEL TODD AND COMPANY INC	344.00
102804	2/15/2011	3921 MID-STATES UTILITY TRAILER	371.84
102805	2/15/2011	2299 MIDWEST TAPE	12.24
102806	2/15/2011	1071 NE DEPT OF LABOR	396.00
102807	2/15/2011	132 NEBRASKA SALT & GRAIN COMPANY	4,467.38
102808	2/15/2011	2685 NEBRASKA TURF PRODUCTS	379.70
102809	2/15/2011	593 NEFF TOWING INC	115.00
102810	2/15/2011	3973 NIKE USA INC	9.02
102811	2/15/2011	2332 NLA LEGISLATIVE DAY	20.00
102812	2/15/2011	232 NOTARY PUBLIC UNDERWRITERS	100.00
102813	2/15/2011	179 NUTS AND BOLTS INCORPORATED	75.74
102814	2/15/2011	4407 O'DONNELL FICENEC WILLS &	2,300.00
102815	2/15/2011	1968 O'KEEFE ELEVATOR COMPANY INC	318.00
102816	2/15/2011	1831 O'REILLY AUTOMOTIVE INC	1,029.61
102817	2/15/2011	1014 OFFICE DEPOT INC-CINCINNATI	.00 **CLEARED** **VOIDED**
102818	2/15/2011	1014 OFFICE DEPOT INC-CINCINNATI	.00 **CLEARED** **VOIDED**
102819	2/15/2011	1014 OFFICE DEPOT INC-CINCINNATI	.00 **CLEARED** **VOIDED**
102820	2/15/2011	1014 OFFICE DEPOT INC-CINCINNATI	.00 **CLEARED** **VOIDED**

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

102821	2/15/2011	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**
102822	2/15/2011	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**
102823	2/15/2011	1014	OFFICE DEPOT INC-CINCINNATI	1,328.66		
102824	2/15/2011	79	OMAHA COMPOUND COMPANY	42.39		
102825	2/15/2011	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**
102826	2/15/2011	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**
102827	2/15/2011	195	OMAHA PUBLIC POWER DISTRICT	42,396.39		
102828	2/15/2011	46	OMAHA WORLD HERALD COMPANY	482.01		
102829	2/15/2011	3935	ORIENTAL TRADING COMPANY	18.97		
102830	2/15/2011	1178	OVERHEAD DOOR COMPANY OF OMAHA	453.40		
102831	2/15/2011	3039	PAPILLION SANITATION	304.11		
102832	2/15/2011	2686	PARAMOUNT LINEN & UNIFORM	330.40		
102833	2/15/2011	3058	PERFORMANCE CHRYSLER JEEP	18.30		
102834	2/15/2011	1821	PETTY CASH-PAM BUETHE	104.47		
102835	2/15/2011	4475	PINTER, ALLISON	4.99		
102836	2/15/2011	2552	PLUTA, DON	284.00		
102837	2/15/2011	802	QUILL CORPORATION	122.13		
102838	2/15/2011	219	QWEST	138.18		
102839	2/15/2011	2540	QWEST	96.94		
102840	2/15/2011	3139	RECORDED BOOKS, LLC	367.18		
102841	2/15/2011	1783	RON TURLEY ASSOCIATES INC	.00	**CLEARED**	**VOIDED**
102842	2/15/2011	1783	RON TURLEY ASSOCIATES INC	.00	**CLEARED**	**VOIDED**
102843	2/15/2011	1783	RON TURLEY ASSOCIATES INC	3,960.00		
102844	2/15/2011	292	SAM'S CLUB	99.70		
102845	2/15/2011	487	SAPP BROS PETROLEUM INC	10,208.30		
102846	2/15/2011	3457	SCARPA, DAN	284.00		
102847	2/15/2011	3711	SIMON, DON	330.00		
102848	2/15/2011	1864	SINNETT, JEFF	330.00		
102849	2/15/2011	4276	SUPERIOR VISION SVCS INC	359.60		
102850	2/15/2011	332	SUSPENSION SHOP INCORPORATED	220.18		
102851	2/15/2011	4478	T ROWE TRAINING LLC	185.00		
102852	2/15/2011	822	THERMO KING CHRISTENSEN	253.95		
102853	2/15/2011	4231	TORNADO WASH LLC	115.00		
102854	2/15/2011	988	UPSTART	317.05		
102855	2/15/2011	766	VIERREGGER ELECTRIC COMPANY	533.69		
102856	2/15/2011	78	WASTE MANAGEMENT NEBRASKA	909.01		
102857	2/15/2011	968	WICK'S STERLING TRUCKS INC	188.44		
102858	2/15/2011	984	ZIMCO SUPPLY COMPANY	367.50		

BANK TOTAL	351,278.50
OUTSTANDING	351,278.50
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	129,631.97	129,631.97	.00	.00
02 SEWER FUND	66,235.05	66,235.05	.00	.00
05 CONSTRUCTION	141,764.58	141,764.58	.00	.00
08 LOTTERY FUND	9,650.07	9,650.07	.00	.00
09 GOLF COURSE FUND	3,209.53	3,209.53	.00	.00
15 OFF-STREET PARKING	787.30	787.30	.00	.00

APCHCKRP
03.30.09

Tue Feb 15, 2011 9:16 AM

City of LaVista

OPER: AKH

PAGE 4

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

REPORT TOTAL	351,278.50
OUTSTANDING	351,278.50
CLEARED	.00
VOIDED	.00
+ Gross Payroll 2-4-11	<u>235,042.17</u>
GRAND TOTAL	<u>\$586,320.67</u>

APPROVED BY COUNCIL MEMBERS 2-15-11

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2011 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR CDBG FUNDING — ePOWER ENGINE SYSTEMS, LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Following a public hearing held on December 21, 2010, a resolution has been prepared for Council to consider an application from ePower Engine Systems, LLC, for CDBG funds.

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

Approve.

BACKGROUND

The Sarpy County Economic Development Corporation has been working to assist in locating a facility for ePower Engine Systems, LLC. The Company has identified a building located at 7030 S. 110th Street as its desired location and would like to lease that space for this purpose. ePower Engine Systems has developed a diesel/electric drive system that will be used to provide significant diesel fuel savings to the large over-the-road trucking companies. The company has finished the first "test" truck and patented this unique design. It reduces diesel fuel consumption and carbon footprint by close to 65% on Class 8 trucks. The system is reaching approximately 15 mpg with current industry averages of around 5.5 mpg. This is a very significant number for the transportation industry. All of the components used in the ePower systems are already produced by well-known international companies. Because of that, the company does not have the issues associated with a new product development for each of these individual components. Each component is readily available as an off-the-shelf item and its cost is a known factor, up front. What is unique about the ePower design is its method in which these components are utilized.

The application amount is for \$505,000, with \$500,000 to be provided to ePower 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 \$822,000 in owner's equity and corporate financing and to create and maintain 20 new jobs at the facility for two 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.

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's jurisdiction 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 planned 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 draft application is included in the packet.

Following tonight's public hearing, remaining business information will be shared with the Department of Economic Development, and department staff will prepare a Memorandum of Understanding (MOU) for the application outlining potential terms of financing, along with City responsibilities under the project. Prior to consideration of a resolution authorizing action on this application by the Council, the MOU will be reviewed by the City Attorney and by MAPA with changes incorporated as necessary. Jake Hansen, Community Development Manager with MAPA, will be present at the Council meeting to answer any questions.

\Lvdclf01\users\Administration\BRENDA\COUNCIL\11 Memos\CDBG Funds ePower.DOC

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT AND AUTHORIZING THE MAYOR TO EXECUTE ANY RELEVANT DOCUMENTS REFERENCING THE ePOWER ENGINE SYSTEMS, 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 in the amount of \$505,000 to assist with working capital expenses for a For Profit Business, and Grant Administration Costs,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska to hereby approve the application for a Community Development Block Grant and authorize the Mayor to execute any relevant documents referencing the ePower Engine Systems, LLC, project 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 acceptance of the grant application.

PASSED AND APPROVED THIS 15th DAY OF FEBRUARY, 2011.

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
10-ED-015
Date Received

2010

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 (City)	NE (State)	68128 (ZIP)	Omaha (City)	NE (State)	68102-4328 (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			5. FUNDING SOURCES		
<input checked="" type="checkbox"/> Direct Loan <input type="checkbox"/> Job Training <input type="checkbox"/> Spec Building/Park			CDBG Funds Requested \$ 505,000		
<input type="checkbox"/> Public Works <input type="checkbox"/> Entrepreneur Development			Matching Funds \$822,000		
4. APPLICATION TYPE			Other Funds \$ 0		
<input checked="" type="checkbox"/> Individual			Total Project Funds \$ 1,327,,000		
<input type="checkbox"/> Joint (List other applicants in box #6)			(Round amounts to the nearest hundred dollars.)		

6. PROGRAM SUMMARY: Brief narrative description of the project for which CDBG funds are requested.

The City of La Vista is requesting \$505,000 in CDBG funding to provide working capital assistance to ePower Engine Systems, who is proposing to lease a property located at 7030 South 110th Street for the purpose of assembling diesel/electric drive systems to be retrofitted on Class 8 trucks. Activities for which federal funds would be utilized include provision of working capital assistance to the applicant business. Within two years of project initiation, ePower will invest approximately \$822,000 in working capital and operating expenditures at the site, and will create 20 new FTE jobs.

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

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.

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

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

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	\$822,000	\$0	\$1,322,000	ePower
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	\$822,000	\$0	\$1,327,000	

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

Exhibit A**Participation Identification and Project Summary****1. Name of Business: ePower Engine Systems, LLC**Address: 7030 South 110th StreetOmaha, NE 68128
(City) NE (Zip)Telephone No. (402) 680-9547Fax No. (402) 289-2113Contact Person: Russell A. KnudsenDUNS Number (Business) 962282963**3. Business Type** Start-Up Existing Business Buy-Out Spec Building / Park**5. Project Location:** Within the City Limits of (Name of City) _____ Outside the City Limits, but within the Zoning Jurisdiction of (Name and City) LaVista, NE _____ Outside the Zoning Jurisdiction of (Name of City) _____ in (County) _____ Located in county (not in incorporated areas.) _____Zoning Action Required? Yes No Project in 100 yr. floodplain? Yes No If zoning action is required, please attach an explanation. Attach a legal description of the project's location. Attach a map of the applicant's jurisdiction, identifying the areas in which the project activity will occur.**6. Ownership Identification**

A. Name %

Please see attached

B. Percentage of Company Owned by:

Women 0 %Minorities 0 %Disabled Persons 0 %**7. Affiliated Businesses**A. Does the Company have a Parent or Subsidiary? Yes No

If Yes, Identify Name: _____

Address: _____

City: _____ State: _____ Zip: _____

B. Do the Owners of the Company have an Ownership interest in any Other Company? Yes No

If Yes to Either A or B Identify Below:

Company Name	Relationship	% Owned
<u>Jay Bowman</u>	<u>Military Packaging, Inc.</u>	<u>100%</u>

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: (_____) _____

C. Source(s) of Equity/Investment Capital

Name: ***PLEASE SEE ATTACHED***

Address: _____

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

Telephone: (_____) _____

B. Other Local, State or Federal Financing Sources

Name: Not applicable
Address: _____

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

Contact Person: _____

Title: _____

Telephone: (_____) _____

Name: _____

Address: _____

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

Telephone: _____

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

ePower engine systems, LLC has developed a diesel/electric drive system that will be used to provide significant diesel fuel savings to the large over-the-road trucking companies. ePower has finished the first "test" truck and patented this unique design. It reduces diesel fuel consumption and carbon footprint by close to 65% on Class 8 trucks. ePower is reaching approximately 15 mpg, with current industry averages around 5.5 mpg. This is a very significant number for the transportation companies and the economy of our country. All of the components used in the epower system are already produced by well-known, old-line, very large international companies. Therefore, ePower does not have the issues associated with a new product development for each of these individual components. Each component is readily available as an off-the-shelf item and its cost is a known factor upfront. What is unique about the ePower design is it's method in which these components are utilized.

The company has a total of five partners who have invested \$522,000 and two investors who have invested \$300,000 of subordinated debt for a total of \$822,000 invested into this project. The company is in the early testing stages of its product and is considering several assembly locations in addition to the one proposed in LaVista.

ePower engine systems, llc – PARTNERS

<u>NAME</u>	<u>OWNERSHIP</u>
Jay Bowman 10 Thornhill Drive Florence, KY 41042 859-992-6837	20%
Gaylen Gordy 2439 County Road 111 Georgetown, TX 78626 512-762-6047	20%
Andrew Claypole 456 Leet Road Edgeworth, PA 15143 412-225-7969	20%
Bruce Ligo 539 Dorchester Drive Seven Fields, PA 15143 724-766-7031	20%
Andrews National Associates, LLC P. O. Box 540698 Omaha, NE 68154 402-660-6339	20%

Exhibit A

Item 7B - Other Ownerships Interests

<u>NAME</u>	<u>Company Name</u>	<u>OWNERSHIP</u>
Jay Bowman 250 Aristocrat Drive Florence, KY 41042 859-992-6837	Military Packaging, Inc	100%

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	\$505,000	38%	\$ 62,500 (50% forgivable, 50% repayable)	4 years	0%	UCC/Deed of Trust on Equip.
2. Private Sector Financial Institution	\$0	0%	\$			
Other (ePower)	\$300,000	22%	\$0			
Total Private Sector Financing	\$		\$			
3. Other Federal Sources	\$0		\$			
4. Equity Injection	\$522,000	40%	\$			
5. TOTAL PROJECT FINANCING	\$1,327,000	100%	\$62,500			

Exhibit C

Job Creation / Retention Information

1. Total full time equivalent positions as of July 2010: <small>(date)</small>	<u>2</u>
2. Total new full time equivalent positions being created from the project which will be filled for one year or longer.	<u>20</u>
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:	<u>0</u>
a. Total jobs known to be currently held by LMI people. For each employee, submit the Employee Certification Form or _____	
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. _____	
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.	<u>N/A</u>
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)	<u>See below</u>
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

No. of FTE Positions to be Created / Retained	Job Title	Skills (describe)	Education (indicate HS education, specialized training, 4-yr degree, other)	Experience (No. of yrs)	Wage / Salary	Benefit Package
1	Manager	Plant Manager	HS Education	3	\$18-\$25/hr	For all employees Health Insurance and Vacation provided.
2	Office/ Clerical	Office Assistant	HS Education	0	\$9-\$11/hr	
1	Sales	Sales Assistant	HS Education	2	\$10-\$12/hr	
1	Office/ Clerical	Technical Support	HS Education	3	\$12-\$15/hr	
1	Manager	Line Mfg. Manager	HS Education	2	\$15-\$18/hr	
2	Crafts-skilled	Line Mfg. Supervisor	HS Education	2	\$12-\$15/hr	
12	Crafts- semi-skilled	Line Mfg. Assistant	HS Education	0	\$9-\$11/hr	

Business Signature -- Authorized Person

Date

Russell A. Knudsen, Director of Corporate Finance
Typed Name and Title

**STATE OF NEBRASKA
COMMUNITY DEVELOPMENT BLOCK GRANT
EMPLOYEE CERTIFICATION FORM**

For use by ePower Engine Systems 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 WASHINGTON, DOUGLAS, SARPY, CASS CO., NEBRASKA
(Please ask personnel staff for additional tables if you live in a county not listed above)**

Family

Size:

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

Row A	\$14,800	\$16,900	\$19,000	\$21,100	\$22,800	\$24,500	\$26,200	\$27,900
Row B	\$24,650	\$28,150	\$31,650	\$35,150	\$38,000	\$40,800	\$43,600	\$46,400
Row C	\$39,400	\$45,000	\$50,650	\$56,250	\$60,750	\$65,250	\$69,750	\$74,250

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 attached sheet 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 or 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

DODGE COUNTY, NE

Family

Size:

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$11,950	\$13,650	\$15,350	\$17,050	\$18,450	\$19,800	\$21,150	\$22,550
Row B	\$19,900	\$22,750	\$25,600	\$28,400	\$30,700	\$32,950	\$35,250	\$37,500
Row C	\$31,850	\$36,400	\$40,950	\$45,450	\$49,100	\$52,750	\$56,400	\$60,000

LANCASTER COUNTY, NE

Family

Size:

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$14,400	\$16,450	\$18,500	\$20,550	\$22,200	\$23,850	\$25,500	\$27,150
Row B	\$24,000	\$27,400	\$30,850	\$34,250	\$37,000	\$39,750	\$42,500	\$45,250
Row C	\$38,400	\$43,850	\$49,350	\$54,800	\$59,200	\$63,600	\$68,000	\$72,350

SAUNDERS CO, NE

Family

Size:

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$13,650	\$15,600	\$17,550	\$19,450	\$21,050	\$22,600	\$24,150	\$25,700
Row B	\$22,700	\$25,950	\$29,200	\$32,400	\$35,000	\$37,600	\$40,200	\$42,800
Row C	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150	\$64,300	\$68,450

HARRISON, MILLS, POTTAWATTAMIE COUNTY, IA

Family

Size:

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Row A	\$14,800	\$16,900	\$19,000	\$21,100	\$22,800	\$24,500	\$26,200	\$27,900
Row B	\$24,650	\$28,150	\$31,650	\$35,150	\$38,000	\$40,800	\$43,600	\$46,400
Row C	\$39,400	\$45,000	\$50,650	\$56,250	\$60,750	\$65,250	\$69,750	\$74,250

MEMORANDUM OF UNDERSTANDING

(with respect to a special economic development activity involving
the City of La Vista, Nebraska;
with ePower engine systems, LLC, as the benefited business;
with MAPA Foundation, as the nonprofit development organization carrying
out CDBG-assisted activity(ies) on behalf of the City of La Vista, Nebraska)

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"); ePower engine systems, LLC ("Business"); see attached Schedule A, as guarantors; and the MAPA Foundation ("NDO") upon the date of signature by all parties.

RECITALS

PART I: IDENTIFICATION OF PARTIES.

Business: ePower engine systems, LLC
7034 South 110th Street
LaVista, NE

City: City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128-2198

NDO: MAPA Foundation
2222 Cuming Street
Omaha, NE 68102-4328

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

Guarantors: Provided in attached Schedule A

Be advised this MOU is not functioning as a comprehensive agreement between the City and the NDO. The City and the NDO are advised and must be aware this MOU is not intended to, and does not, function as a comprehensive agreement between the City and the NDO regarding the NDO carrying out CDBG-funded activity(ies) on behalf of the City. A separate administrative agreement between the City and the NDO would need to be agreed upon, drafted, and executed by those parties (the City and the NDO) as those parties may require for their own purposes. As examples only, and not intended to be comprehensive of all areas of concern to be addressed by such a separate agreement, would be: addressing responsibility for adhering to all CDBG statutory and regulatory requirements which are the responsibility of the City (e.g., environmental review) even though the NDO is carrying out the activity(ies); and handling payment for CDBG administrative functions, since the portion of the grant from the Department to the City for

CDBG administrative expenses does not include the NDO as being a direct recipient of CDBG administrative expenses from the Department.

Be advised this MOU does function as a comprehensive agreement between the NDO and the Department regarding the disposition of funds received by the NDO from the Business as loan repayments by the Business on the CDBG-funded loan(s) made by the NDO to the Business which are the subject matter of this MOU. Refer to **PART VII**.

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 conditionally granted by the City to the NDO, with the NDO then utilizing such conditionally granted CDBG funds to loan \$500,000 to the Business for the purpose of working capital associated with the Business' facility in La Vista, Nebraska, (the "Project"). CDBG funding will require the Business to satisfy various job requirements as set forth in §5.01 below.

ePower has developed a highly fuel efficient engine system for Class 8 heavy trucks. The technology reduces fuel use under normal conditions by 65% therefore reducing vehicle operating costs by approximately \$35,000 per year (120,000 miles/\$2.50 per gallon). The technology is also expected to reduce CO₂ emissions and lower NOx emissions by 65%.

ePower engine systems, LLC has determined their technology would be highly beneficial in both used and new vehicles. The conversion process taking the vehicle from factory grade to the ePower system takes approximately 80 man hours and costs \$70,000 plus installation labor. Most customers will see their "pay-back" period in less than 24 months (120,000/\$2.50 per gallon).

ePower intends to manufacture battery packs and computer control system enclosures in LaVista. The battery packs will consist of a battery box, battery pack cooling system, the battery, battery power pack and battery monitoring description. The computer control systems will house the "brains" of the ePower drive system.

ePower will set up a manufacturing plant in La Vista, Nebraska to serve its existing and customers and expand their clients in North America.

ePower engine systems, LLC will lease a new facility building for the term of 5 years. Working capital expenditures are estimated at \$1,322,000 over the next year. Current and upcoming business is based on existing customer contracts and future growth of the business enabling the creation of a total of 20 fulltime jobs within 24 months of the date on the Notice of Approval letter from the Department.

ePower requests the CDBG loan to close a gap in financing in order to set-up manufacturing in the U.S. and create jobs.

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 is to be conditionally granted by the City to the NDO for the NDO to carry out CDBG activity(ies), with the NDO utilizing such conditionally granted CDBG funds to loan \$500,000 to the Business for the purpose specified in **PART II**; associated with the Business' facility in La Vista, Nebraska.

Refer to **PART VII** as to the NDO's role in completing some or all of the CDBG-assisted activities which comprise the Project.

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	BUSINESS	TOTAL
USES (Activities)↓			
0700 Direct financial assistance to for-profit business—to be carried out by NDO	<u>\$500,000</u>	<u>\$822,000</u>	\$1,322,000
0181 General Administration	<u>\$5,000</u>	<u>\$0</u>	\$5,000
TOTAL	<u>\$505,000</u>	<u>\$822,000</u>	\$1,327,000

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 \$500,000 to be loaned to the Business is for the purpose(s) set forth in **PART II** above, and will be loaned by the NDO to the Business using CDBG funds under the following terms:

- (a) The promissory note(s) evidencing the loan(s) to the Business will be drawn in favor of the NDO, and the payments are to be made by the Business to the NDO.
- (b) Collateral requirements, if any, or loan guarantee requirements, if any, are specified in §4.04 below.
- (c) The loan will bear no interest (0% interest), unless a default event occurs triggering a default remedy which requires the payment of interest.
- (d) One component of the total loan is a \$250,000 portion which bears no interest (0% interest) and is forgivable upon the meeting of certain conditions by the Business with respect to job creation, 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 NDO, and under factual circumstances supporting such conclusion by the NDO.
- (e) The other component of the total loan is a \$250,000 portion which bears no interest, the principal of which is to be repaid in 47 equal monthly payments of \$5,208 and one final payment of \$5,224. Monthly payments are due on the 1st day of each month beginning twelve months after the DED issuance of the Notice of Release of Funds.

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

City's Obligation to Pursue Loan Collection. Notwithstanding anything in the MOU to the contrary: The City only shall be responsible for forwarding to the Department payments and other amounts actually received by the City from time to time under this MOU or any other agreement or instrument related to matters described in this MOU, and the City otherwise shall have no obligation to repay the CDBG award to the Department. The City, at its cost, shall take such action as the City determines necessary or advisable if the Business defaults on repayment required hereunder. This obligation may be contractually shifted to the NDO by the separate agreement between the parties (between the City and NDO) if they so agree. The Department will continue to look to the City as the party ultimately responsible for pursuing collection, as the City determines necessary or

advisable, although the Department will take cognizance of any agreement between the City and NDO concerning this responsibility.

§4.04 Collateral/Guarantees.

The CDBG loan is to be secured by a senior security interest granted to the NDO by the Business in equipment and machinery.

The five guarantors listed in *Attachment A* are fully and unconditionally guaranteeing the entire amount of the CDBG loan, namely \$500,000. A guarantee instrument evidencing such obligation will be executed by all guarantors 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 20, 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 24 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 20 FTE jobs, and maintain all additional jobs created as a result of the CDBG-assisted project, for 24 months measured from the date of hire for each respective job.
- (c) maintain the 0 FTE positions which represent the agreed baseline of employment for 24 months measured from the Notice of Approval letter from the Department.

(d) pay all employees of the Business a minimum hourly rate of \$9.00 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 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 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 (20 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 (24 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 or related documents or available under applicable law, the following are (but are not exclusively the only) events of default, each of which triggers the general default remedy set forth in §6.02 (or the remedies specified elsewhere in this MOU or related documents or under applicable law associated with such event or fact setting):

- (a) Failure by Business to fully satisfy the Job Creation 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 8% per annum (simple interest), from the date(s) CDBG funds were advanced to the Business by the NDO.

§6.03 Loan Documentation Responsibility.

The NDO 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 NDO), including (if applicable) any necessary security instruments or guarantees, associated with the CDBG loan. None of the costs of loan documentation for the CDBG loan 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.

PART VII: AGREEMENT PROVISIONS CONCERNING THE NDO's ROLE IN THE PROJECT.

§7.01 NDO's Status under this MOU, and References to the Enabling and Authorizing Federal Law.

Section 105(a)(15) of the Housing and Community Development Act of 1974 (such federal Act codified at 42 U.S.C. §5301 et seq.), authorizes CDBG grant recipients such as the City to provide funding to the NDO to carry out certain CDBG-funded activities.

The NDO has been previously designated by the Department (after an application and review process) as qualifying as a non-profit organization serving the development needs of communities (such as the City in this particular instance).

Such status for the NDO is an essential qualification to invoke the provisions of Section 105(a)(15) which authorizes CDBG grant recipients, such as the City, to provide funding to the NDO to carry out CDBG-funded activities. The NDO must be, in order to comply with Section 105(a)(15), and will be under the provisions of this MOU, directly carrying out some or all of the CDBG-funded activity(ies) comprising the Project (although the NDO may certainly use subcontractors), and the City must not involve itself in playing a major or controlling role in the carrying out of the activity(ies) which are to be carried out by the

NDO. A failure to observe this important separation of roles will jeopardize the "defederalization" of funds process described in §7.02 below.

§7.02 Overview of the Money Flow and Accompanying Responsibilities.

As an overview (not intended to be a comprehensive exposition), all parties to this MOU acknowledge and agree the essential nature of the money flow, and the accompanying responsibilities of the parties, are as follows:

- (a) HUD grants CDBG \$ to DED.
- (b) DED grants CDBG \$ to City which is the unit of general local government eligible to receive CDBG \$. The NDO is not eligible to directly receive CDBG \$. The City is and remains responsible for the use of the CDBG \$ granted in accordance with the Housing and Community Development Act of 1974 and HUD CDBG regulations, including the responsibility and obligation to utilize the \$ only in CDBG-eligible activities and in a manner which achieves the CDBG "national objective" (so-called) of benefiting low-to-moderate income (LMI) persons, in this instance by the Business creating and maintaining jobs for LMI employees of the Business.
- (c) City conditionally grants \$ to NDO. The grant is conditional because the NDO does not unconditionally control the \$. The NDO must carry out the CDBG-assisted activity on behalf of the City, with the City maintaining a modicum of financial and regulatory control over the Project (not, however, such as to be playing a major or controlling role in the carrying out of the activity(ies) which are to be carried out by the NDO) by use of a conditional grant administrative contract between the NDO and the City. Additionally, the NDO is and will remain subject to the contractual controls in this MOU running in favor of the Department, regarding disposition of the defederalized funds (see (f) below).
- (d) NDO carries out a CDBG-assisted activity on behalf of the City. The NDO carrying out the activity is authorized under Section 105(a)(15) [referenced earlier under §7.01]. The CDBG-assisted activity is to provide direct financial assistance to the Business by lending the CDBG \$ to the Business.
- (e) The Business essentially has to do the following (this is intended as summary language only, and does not modify the more specific requirements for the Business set forth elsewhere in this MOU):
 1. Complete the Project which is the essence of this MOU.
 2. Satisfy the job requirements, including the LMI benefit, set forth in this MOU.
 3. Repay to the NDO the CDBG-funded loan(s) made to the Business by the NDO.
- (f) If and when the Business satisfies the job requirements (including the LMI benefit) and repays the CDBG-funded loan(s), then loan repayments from the Business to the NDO will be so-called "defederalized" funds, and not be subject to CDBG Program Income requirements. See 24 C.F.R. §570.489(e)(2)(ii).
- (g) The funds are defederalized in the sense they are no longer subject to CDBG statutory and regulatory requirements when later reused by the NDO. Note particularly, however, that such later reuse by the NDO must be in accordance with

the provisions of the reuse plan earlier submitted to, and approved by, DED when DED officially designated the NDO as being authorized under Section 105(a)(15) to carry out a CDBG-assisted activity. Such funds in the hands of the NDO will remain subject to the control and limitations imposed by DED as set forth in this MOU agreement. The NDO does not have unfettered license to use the defederalized funds. The NDO is agreeing, via this MOU, to the control, conditions, and limitations set forth in this MOU.

- (h) The Department is requiring the NDO and the City to agree that such defederalized reuses of funds are, and will remain, subject to the contractual control of the Department via this MOU. The Department is authorized to override the provisions of 24 C.F.R. §570.489(e)(2)(ii), and is doing so hereby, and the Department is authorized to contractually control reuse of such funds by the NDO, and is doing so hereby.
- (i) The defederalized funds the NDO receives in the form of loan repayments from the Business are subject to this MOU's requirements that a portion of such funds be paid directly to entities so designated herein by the Department and that the remainder of such funds must be used in accordance with the NDO's Department-approved plan for reuse.

§7.03 Requirements for the NDO to Pay a Portion of Defederalized Funds to Entities Selected and Designated by the Department.

The NDO is required to pay 50% of the funds it receives as loan repayments from the Business (on the CDBG-funded loan which is contemplated in this MOU) to such public entity(ies) or non-profit organization(s) as the Department directs in this MOU, and as such direction to pay may be modified, from time to time, in a separate, written instruction (separate from this MOU) from the Department to the NDO. For present purposes of this MOU, the organization to pay shall be Invest Nebraska Corporation, 4701 Innovation Drive, Lincoln, Nebraska 68521, a non-profit corporation organized and existing under Nebraska state law. Invest Nebraska Corporation shall continue as the entity to be paid unless and until the NDO receives written instruction from the Department directing otherwise.

The NDO is required by this provision to pay, in a timely manner and in no event later than one calendar month following receipt by the NDO of such payments, 50% of all loan repayments the NDO receives from the Business (associated with CDBG-assisted loans) to the entity designated by the Department in the paragraph above.

§7.04 Requirements for the NDO to Reuse a Portion of Defederalized Funds in Accordance with Reuse Plan.

The NDO agrees to reuse all defederalized funds the NDO receives that are not paid out under the provisions of §7.03, in accordance with the terms of this MOU and with the provisions of the reuse plan earlier submitted to, and approved by, the Department when the Department officially designated the NDO as being authorized under Section 105(a)(15) to carry out a CDBG-assisted activity.

A failure to adhere to these terms by the NDO will constitute a breach of this contract, with the remedy for such breach hereby agreed by the NDO and the Department to be that the NDO will be required to immediately repay to the Department any and all such defederalized funds which are not reused in accordance with this MOU's requirements.

A failure by the NDO to so utilize defederalized reuse funds within a reasonable time (the parties hereby agreeing this means a time period no longer than two years from the receipt of payments), will trigger the Department's option to require the NDO to return such unused reuse funds to the Department. Any particular waiver by the Department of exercising this trigger will not constitute a waiver of any continuing, future right to exercise this option.

The NDO shall submit reports to the Department, at least annually, and as may be reasonably requested more frequently by the Department, accounting for all loan repayments received from the Business and the disposition of same as either paid pursuant to §7.03 above, or reused pursuant to §7.04 above. The accounting for those funds shall include receipts, reuse lending activity, and portfolio balances with loan details.

The NDO shall not assign or transfer any of the reuse funds (or its administrative obligations with respect thereto), without the prior written consent of the Department.

§7.05 Disposition of Funds In the Event of a Failure by the Business to Satisfy the CDBG National Objective.

If the Business fails to satisfy the CDBG National Objective for the Project, then the Project has failed, and the treatment and disposition of loan repayments received by the NDO from the Business is entirely different from circumstances where the CDBG National Objective is achieved and the NDO deals with the then defederalized funds under §7.03 and §7.04.

When the CDBG National Objective is not satisfied, any and all funds received by the NDO which were not paid out to the entity designated in §7.03 must be repaid to the Department by the NDO. Those funds which were paid out to the entity designated in §7.03 will be considered by the Department (when in this scenario of project failure) as having been repaid to the Department by the NDO (because the Department directed such funds to be paid out) and the NDO will be given full credit for having returned such funds to the Department (funds paid under §7.03).

§7.06 Terms and Conditions Survive.

The terms and conditions of this MOU shall remain in effect, and survive for so long as is legally necessary to continue to recognize, and to allow legal enforcement of, the agreements of the parties contained herein. This is particularly applicable to the NDO's obligations to the Department with respect to proper future reuse of the eventually defederalized funds which will flow to the NDO as a result of loan repayments by the Business to the NDO. There is no expiration of such Department control of the NDO's future reuse of such funds, unless expressly waived in writing by the Department. There is no expiration of the Department's control or ability to designate payee organizations as set forth in §7.03.

At such time in the future when only the NDO and the Department remain in privity of contract under this MOU—put another way, when the Project is completed and the City and the Business have completed their respective duties and obligations—the NDO and the Department may modify those portions of the MOU which touch upon and concern the relationship of the NDO and the Department, and may do so with legal effect without involvement of the City or the Business as parties to any such modification.

§7.07 NDO OBLIGATION OF VERIFICATION OF WORK ELIGIBILITY STATUS FOR NEW EMPLOYEES

The NDO hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this MOU. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the NDO in performing its obligations under this MOU. The NDO will be responsible to the Department for enforcing this requirement with NDO's subcontractors.

The NDO is a public contractor in its relationship established with the Department via this MOU, thus a failure by the NDO to adhere to these employment verification requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 as well as being a breach of this MOU, and as such will be deemed a substantial breach of this MOU which may result in the Department declaring the NDO to be in default under the MOU. The remedy(ies) for such a breach and default would include forfeiture of the NDO's contractual entitlement to keep, and then reuse, the loan repayments the NDO receives under the terms of this MOU, including in such forfeiture remedy any repayments already received by the NDO from the Business prior to the time of any declaration (by the Department) of default (by the NDO) under the MOU.

These employment verification obligations of the NDO run in favor of the Department (and to no other party to this MOU), since the Department is required to adhere to the requirements of the Nebraska statute cited immediately above. The City will also be contractually required to verify the work eligibility status for its new employees, but that obligation of the City, running in favor of the Department, will be memorialized at a later time, in a different instrument (the administrative contract between the City and the Department) rather than in this MOU. The Business does not have any obligation under this Section 7.07 regarding verification of the work eligibility status of employees of the Business, nor will the Business have such obligation if and when the Project moves to stages and development beyond this MOU.

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, Nebraska By: _____ (Signature of Chief Elected Official) <i>Douglas Kindig, Mayor</i> (Typed or Printed Name/Title) (Date) 47-6050031 (Federal Identification Number)	
Business – ePower engine systems, LLC. By: _____ (Signature of Authorized Officer) <u>Russell A. Knudsen, Dir. Corp Finance</u> (Typed or Printed Name/Title) (Date)	NDO— MAPA Foundation By: _____ (Signature of Authorized Officer) <i>Clare Duda, Board Chairman</i> (Typed or Printed Name/Title) (Date)	
Guarantors—		
Signature	<u>Jay Bowman</u> Typed or Printed Name	Date
Signature	<u>Gaylen Gordy</u> Typed or Printed Name	Date
Signature	<u>Andrew Claypole</u> Typed or Printed Name	Date
Signature	<u>Bruce Ligo</u> Typed or Printed Name	Date
Signature	<u>Andrews National Associates</u> Typed or Printed Name	Date

SCHEDULE A

ePower engine systems, llc – Guarantors

Jay Bowman
10 Thornhill Drive
Florence, KY 41042
859-992-6837

Gaylen Gordy
2439 County Road 111
Georgetown, TX 78626
512-762-6047

Andrew Claypole
456 Leet Road
Edgeworth, PA 15143
412-225-7969

Bruce Ligo
539 Dorchester Drive
Seven Fields, PA 15143
724-766-7031

Andrews National Associates, LLC
P. O. Box 540698
Omaha, NE 68154
402-660-6339

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2011 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT APPROVAL — LOTS 1 & 2, PARSLEY PLACE (SE CORNER 84 TH & HARRISON)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve a replat application and subdivision agreement for Lots 1 and 2, Parsley Place (a replat of Lots 1282-A, 1282-B1, 1282-I1A, 1282-I1B, 1282-J1A and 1282-J1B), generally located southeast of 84th and Harrison Streets.

FISCAL IMPACT

None.

RECOMMENDATION

Approve.

BACKGROUND

Resolutions have been prepared to approve a replat application and subdivision agreement for Lots 1 and 2, Parsley Place, generally located southeast of 84th and Harrison Streets. The application was submitted by Susan Sandelman as Trustee of the Esan Trust c/o Kin Properties, Inc. The property is currently zoned C-2, General Commercial, and are developed as Big Lots and Divine Truth Christian Store.

The purpose of the replat is to allow for the construction of a new CVS Pharmacy on proposed Lot 1 and a new building for Divine Truth Christian Store on proposed Lot 2.

City engineer, John Kottmann, and staff have reviewed the application for the proposed replat and a detailed report is attached. Staff is recommending approval subject to satisfactory resolution of the following items:

1. The proposed access easement that runs east-west along the common lot line between Lots 1 and 2 needs to be extended to the east line of Lots 1 and 2. This is needed to provide for circulation to the existing commercial property to the east since it will most likely be needed to reduce congestion problems that are expected with the entrance at the northeast corner of Lot 1. While not an issue for the plat, the applicant needs to be aware that the City will be requesting a driveway to be constructed in this easement extension to the east line of Lots 1 and 2. This item is currently under review and will be addressed prior to the City Council meeting.
2. The granting of the new access easement needs to be done by a separate instrument from the plat that fully addresses who will be responsible to operate and maintain the shared access roadway in

this easement area. This item is currently under review and will be addressed prior to the City Council meeting.

A subdivision agreement has been prepared that details the responsibilities of the parties including construction of access to the development, construction of storm sewers and sanitary sewers, sidewalks and other improvements. This document is currently under review and will be addressed prior to the City Council meeting.

On December 9, 2010, the Planning Commission unanimously recommended approval of the proposed replat to Council subject to the conditions as outlined.

K:\APPS\City Hall\CNCLRPT\11file\11 CD Parsley Place.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE REPLAT FOR LOTS 1282-A, 1282-B1, 1282-I1A, 1282-I1B, 1282-J1A and 1282-J1B, LA VISTA, TO BE REPLATTED AS LOTS 1 AND 2, PARSLEY PLACE, A SUBDIVISION LOCATED IN THE NORTHWEST $\frac{1}{4}$ 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 Replat for Lots 1282-A, 1282-B1, 1282-I1A, 1282-I1B, 1282-J1A and 1282-J1B, La Vista, to be replatted as Lots 1 and 2, Parsley Place; and

WHEREAS, the City Administrator and the City Engineer have reviewed the replat; and

WHEREAS, on December 9, 2010, the La Vista Planning Commission held a public hearing and reviewed the replat 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 1282-A, 1282-B1, 1282-I1A, 1282-I1B, 1282-J1A and 1282-J1B, La Vista, to be replatted as Lots 1 and 2, Parsley Place, a subdivision located in the Northwest $\frac{1}{4}$ of Section 14, Township 14 North, Range 12 East of the 6TH P.M., Sarpy County, Nebraska, generally located southeast of 84th and Harrison Streets, be, and hereby is, approved subject to the resolution of the following items identified by the City Engineer and staff:

1. The proposed access easement that runs east-west along the common lot line between Lots 1 and 2 needs to be extended to the east line of Lots 1 and 2. This is needed to provide for circulation to the existing commercial property to the east since it will most likely be needed to reduce congestion problems that are expected with the entrance at the northeast corner of Lot 1. While not an issue for the plat, the applicant needs to be aware that the City will be requesting a driveway to be constructed in this easement extension to the east line of Lots 1 and 2.
2. The granting of the new access easement needs to be done by a separate instrument from the plat that fully addresses who will be responsible to operate and maintain the shared access roadway in this easement area.
3. The Subdivision Agreement is under review by the City Attorney.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2011.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, PARSLEY PLACE SUBDIVISION IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on February 15, 2011, approve the replat for Lots 1 and 2 Parsley Place Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Susan Sandelman, Trustee of the Esan Trust, 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 February 15, 2011, City Council meeting for the Parsley Place 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.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2011.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER:

FOR HEARING OF: February 15, 2011
REPORT #2: February 7, 2011

I. GENERAL INFORMATION

A. APPLICANT:

Susan Sandelman as Trustee of the Esan Trust c/o Kin Properties, Inc.

B. PROPERTY OWNER:

Same

C. LOCATION:

Southeast corner of 84th Street and Harrison Street

D. LEGAL DESCRIPTION:

Lots 1282-A, 1282-B1, 1282-I1A, 1282-I1B, 1282-J1A and 1282-J1B, NW 1/4, Section 14, T14N, R12E, 6th P.M., Sarpy County, Nebraska

E. REQUESTED ACTIONS(S):

Replat

F. EXISTING ZONING AND LAND USE:

C-2, General Commercial District / Big Lots and Divine Truth Christian Store

G. PURPOSE OF REQUEST:

Replat into two lots for new development. The existing building will be demolished and replaced by a 10,000 square foot building on the south lot for Divine Truth, and a 13,225 square foot building on the north lot for a new CVS Pharmacy.

H. SIZE OF SITE:

3.3 acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

This corner is currently developed with an approximately 34,995 square foot building which is occupied by Big Lots and Divine Truth Christian Store, and associated parking lot.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** City of Ralston

2. **East:** Kentucky Fried Chicken restaurant / C-2, General Commercial District
3. **South:** Burger King restaurant / C-2, General Commercial District
4. **West:** Qwest Corporation / C-2, General Commercial District

C. REVELANT CASE HISTORY:

None.

D. APPLICABLE REGULATIONS:

1. Section 3.08, Subdivision Regulations, regarding replats
2. Articles 4, 5 and 7, Subdivision Regulations, regarding improvements
3. Chapter 154, City Code, regarding storm water management regulations

III. ANALYSIS

A. COMPREHENSIVE PLAN:

This site is identified as commercial on the Future Land Use Map of the Comprehensive Plan.

B. OTHER PLANS:

84th Street Redevelopment Vision Plan

C. TRAFFIC AND ACCESS:

1. There is controlled access abutting the property along Harrison Street and 84th Street. Two breaks in controlled access exist onto Harrison Street. The applicant is proposing to close one of these breaks closest to 84th Street, which is supported by staff due to its proximity to 84th Street and high operating speeds. At the City's request, the applicant is proposing to construct a right-turn deceleration lane to serve the other existing access point at the northeast corner of proposed Lot 1.
2. There is an existing cross easement on the property for ingress and egress to serve this property as well as commercial property to the south. The existing cross easement will need to be released with a new easement that includes adequate operation and maintenance provisions. The proposed ingress-egress path needs to be able to accommodate truck traffic for deliveries to the businesses served by this cross easement.
3. The access to Harrison Street at the northeast corner of proposed Lot 1 has difficult traffic flow characteristics due to the configuration and proximity of the frontage road that exists to the east serving the KFC business. Alternative access may be necessary to resolve potential "grid lock" conditions at this intersection. See further comments later in this report.
4. Sidewalk connections to the 84th Street and Harrison Street sidewalks will be required with the development plans for the lots.

D. UTILITIES & DRAINAGE:

1. There is sanitary sewer available along 84th Street to serve the proposed lots. The sewer abuts Lot 2 but is approximately 95 feet south of Lot 1 and does not abut Lot 1. It is possible for the proposed redevelopment on Lot 1 to reach the

existing sewer with a private service. Since there is no other adjacent property that would benefit from extending the sanitary sewer in 84th Street further to the north, staff does see adequate reason to require extending the public sewer.

2. The property presently has access to water, gas, power and communication utilities.
3. The redevelopment on these lots will meet the definition of “significant redevelopment” as set forth in Chapter 154 of the City Code and will be required to provide post construction storm water management facilities. A Post Construction Storm Water Management Plan is part of the subdivision agreement.
4. The storm water from this site will primarily be served by the existing open drainageway along the east side of 84th Street which has adequate capacity. The applicant has submitted a drainage study that complies with the various criteria for no increase in 2-year storm peak flows, treatment of the first ½-inch of runoff from storm events, and limiting 10-year peak flows to no greater than 1.25 times existing conditions.

IV. REVIEW COMMENTS:

FINAL PLAT

1. The proposed access easement that runs east-west along the common lot line between Lots 1 and 2 needs to be extended to the east line of Lots 1 and 2. This is needed to provide for circulation to the existing commercial property to the east since it will most likely be needed to reduce congestion problems that are expected with the entrance at the northeast corner of Lot 1. While not an issue for the plat, the applicant needs to be aware that the City will be requesting a driveway to be constructed in this easement extension to the east line of Lots 1 and 2. This item is currently under review (2/10/11) and will be addressed prior to the City Council meeting.
2. The granting of the new access easement needs to be done by a separate instrument from the plat that fully addresses who will be responsible to operate and maintain the shared access roadway in this easement area. This item is currently under review (2/10/11) and will be addressed prior to the City Council meeting.

V. STAFF RECOMMENDATION:

Approve, subject to satisfactory resolution of items noted.

VI. RECOMMENDATION OF PLANNING COMMISSION:

At their meeting on December 9, 2010, the Planning Commission recommended with a 9-0 vote (Nielson absent) to approve the replat of Lots 1282-A, 1282-B1, 1282-I1A, 1282-I1B, 1282-J1A and 1282-J1B, NW 1/4, Section 14, T14N, R12E, 6th P.M., Sarpy County, Nebraska.

VII. ATTACHMENTS TO REPORTS:

1. Vicinity Map
2. Zoning Map
3. Replat (Final Plat)

VIII. COPIES OF REPORT TO:

1. Applicant
2. David Barnett, Carlson Consulting Engineers
3. Larry Jobeun, Fullenkamp, Doyle, & Jobeun
4. Public Upon Request

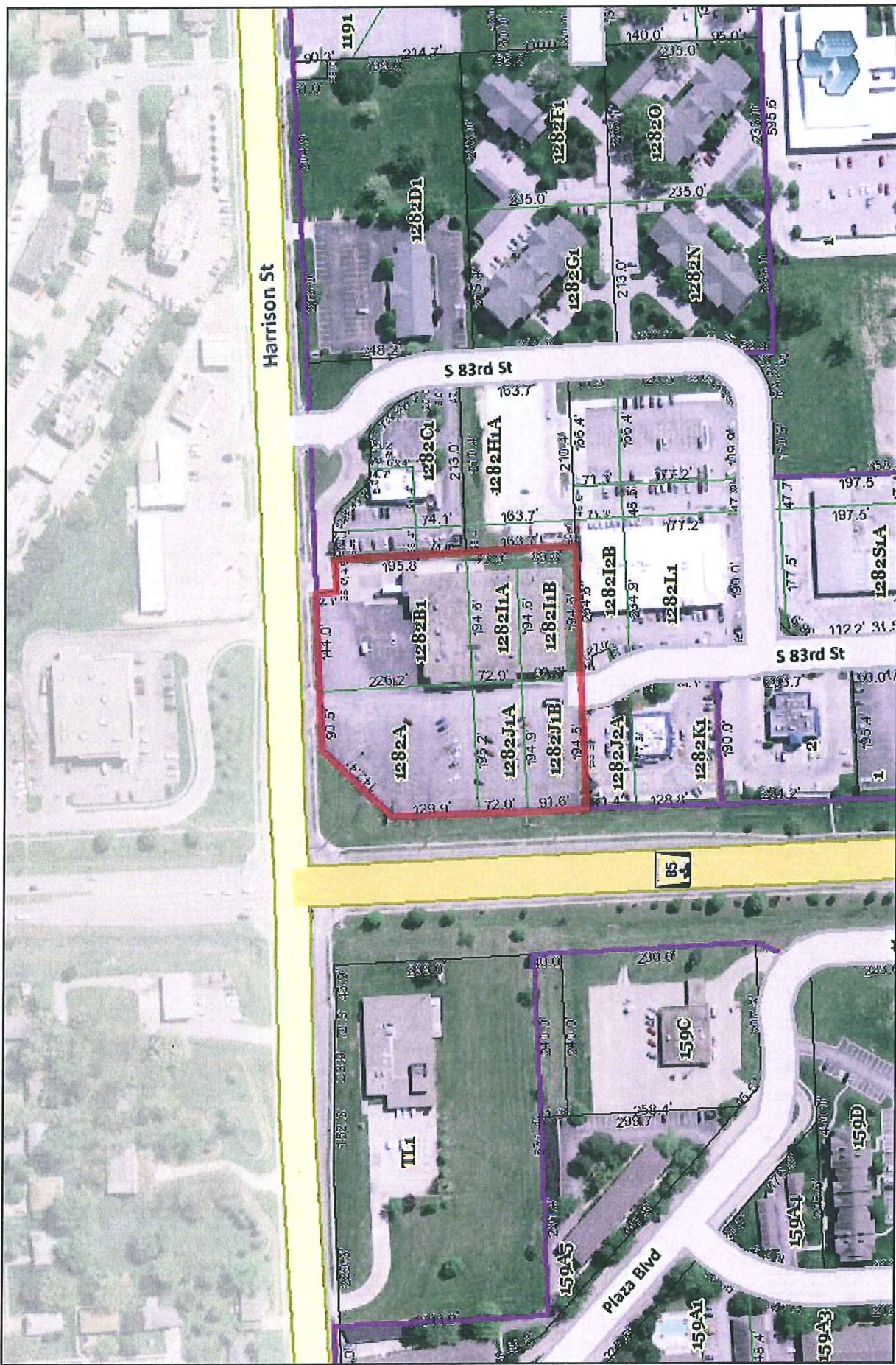
Prepared by:

Community Development Director

2-10-11

Date

Sarpy County, Nebraska

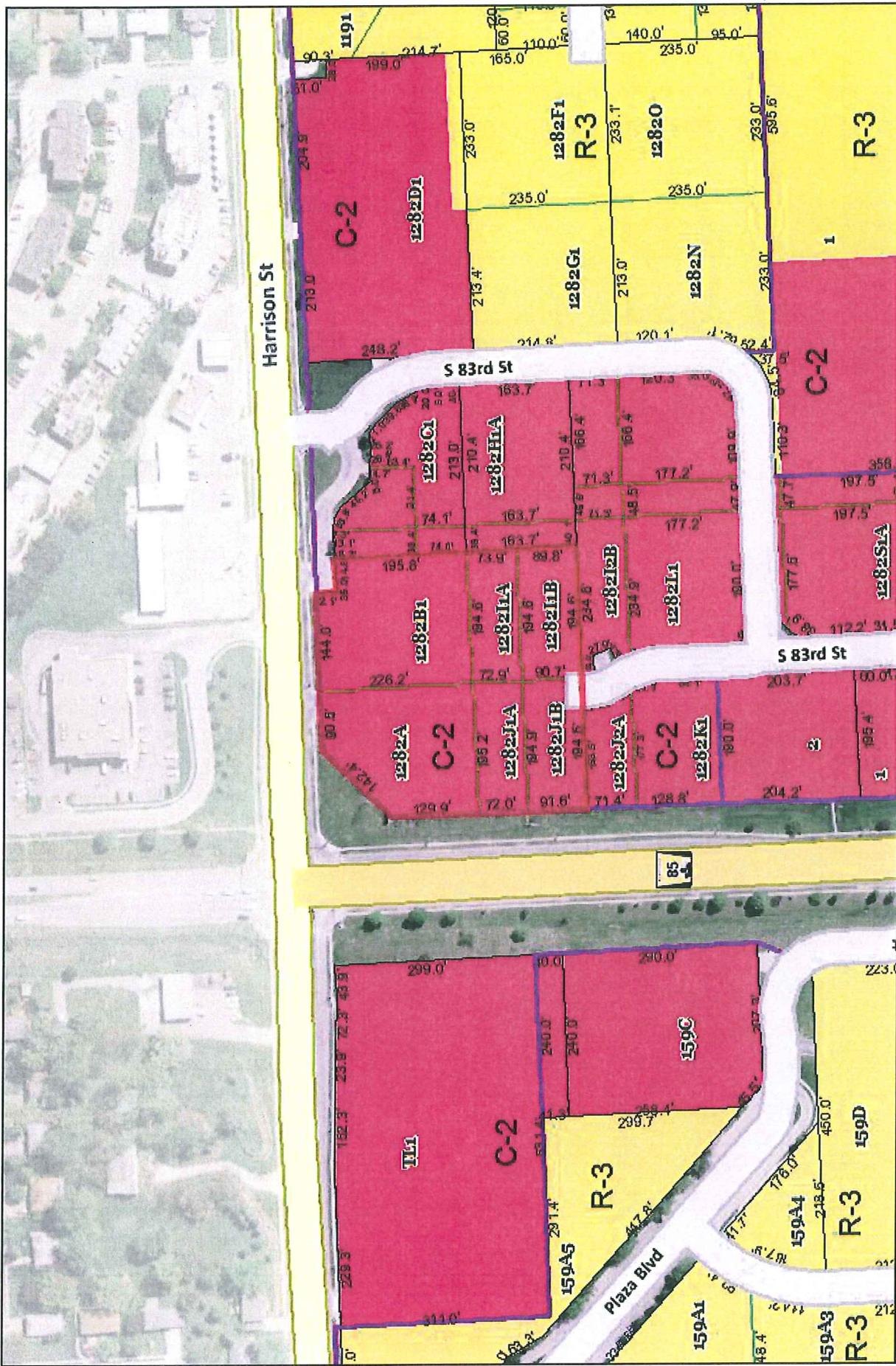


Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 200 feet

10/29/2010

Sarpy County, Nebraska



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

Map Scale
1 inch = 200 feet

10/29/2010

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Subdivision Agreement
Parsley Place, Lots 1 & 2

This Subdivision Agreement is made and entered into this _____ day of _____, 2011, by and between Susan Sandelman, Trustee of the Esan Trust (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of the land shown on the proposed final plat attached hereto as "Exhibit A" (hereinafter referred to as the "Property") and improvements thereon; and,

WHEREAS, Subdivider proposes to demolish and remove existing buildings and other private improvements upon the Property and to construct new buildings and other private improvements on Lots 1 and 2 of the Property as replatted, with Lot 1 to be leased to Nebraska CVS Pharmacy, L.L.C., a Nebraska limited liability company, or one of its affiliates, as the lease may be sublet, assigned or transferred, for operation thereon of a retail drug store and related uses, and/or for any other lawful purposes and Lot 2 to be leased to Divine Truth, Inc., a Nebraska corporation, as the lease may be sublet, assigned or transferred, for operation thereon of a retail Christian bookstore ("Private Improvements"), and,

WHEREAS, Subdivider at its cost proposes to construct certain public improvements within or abutting the limits of the Property; and,

WHEREAS, Subdivider wishes to connect the sanitary sewer system to be constructed within the limits of the Property to the sewer system of City of La Vista; and,

WHEREAS, Subdivider and City desire to agree on the method for the installation and allocation of expenses for any public improvements to be constructed within or abutting the limits of the Property or within any adjacent public right-of-way.

NOW, THEREFORE, the parties agree as follows:

1. **Public Improvements:** Attached hereto as "Exhibit B-1" through "Exhibit B-____" and incorporated herein by reference are plats and other documents showing the public improvements to be installed on or abutting the Property, i.e., storm sewers, sanitary sewers, paving of public streets, sidewalks, and landscaping (hereinafter referred to as "Improvements"). All Improvements must receive the approval of the Public Works Department of City (City Engineer) prior to construction, including approval of design and form and content of construction contracts. All of such Improvements shall be constructed by Subdivider at its own expense, and Subdivider shall substantially complete all of such Improvements by not later than _____, 20 _____. Completion of Improvements shall be subject to the approval of the Public Works

Department of City (City Engineer). All work shall be guaranteed against all defects for not less than two (2) years following completions of such Improvements as approved by the Public Works Department of City (City Engineer).

- A. Subdivider shall resolve – at its own expense and to the satisfaction of Subdivider, the Public Works Department of City (City Engineer), and any other parties having an interest – any conflicts with covenants, easements, and restrictions of record, including but not limited to any conflicts with covenants, easements, and restrictions of record created by or arising from a certain Sublease, Cross-Easement and Common Facilities Agreement recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on July 2, 1974, in Book 47 of the Miscellaneous Records, at pages 381 – 381P (the "Sublease Agreement"). Subdivider acknowledges that the easements located on the Property pursuant to the Sublease Agreement were terminated by that Lease Termination Agreement dated February 29, 1996.
2. Water, Gas and Electrical Power: Subdivider agrees to enter into an agreement with the Metropolitan Utilities District regarding all water service lines to and upon the Property, an agreement with Black Hills Energy for all gas line extensions to and upon the Property, and an agreement with the Omaha Public Power District for electrical power lines to be installed to, on or adjacent to the Property. Subdivider shall provide to City copies of each of such agreements of Subdivider with the Metropolitan Utilities District, Black Hills Energy and the Omaha Public Power District within four (4) months after the date of this Agreement. All required work shall be performed solely at Subdivider's cost. Subdivider shall be responsible for obtaining permission from the Public Works Department of City (City Engineer) before performing any work upon or affecting City property.
3. Installation of Improvements: Subdivider agrees to commence the timely and orderly installation of the Improvements following execution of this Agreement. Nothing in this Agreement, however, shall be deemed a waiver or lessening of any approvals specifically required by this Agreement or of City's requirements regarding approval by City of the site plan for any building or other improvements prior to the issuance of a building permit therefor or regarding compliance with any other applicable requirements, including requirements of the Municipal Code, zoning, or subdivision regulations.
4. Payment for Improvements: Subdivider shall pay, in addition to other costs as provided in this Agreement, the cost of all Improvements, as well as all charges of the Metropolitan Utilities District for water, of Black Hills Energy for gas line installation, and of the Omaha Public Power District for underground electrical service or overhead power installations. Except as may be otherwise expressly provided herein, Subdivider shall pay the cost of all work and requirements described in this Agreement.
5. Right to Connect to City Sewer System: City hereby grants permission to Subdivider to connect, at Subdivider's cost, Subdivider's sanitary sewer system within the limits of the Property to the sanitary sewer system of City, subject to Subdivider obtaining proper permits and paying the standard tract sewer connection fee to City for the proposed Lot 1 as shown on "Exhibit A." Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Agreement, the fee would be:

Lot 1, Commercial	1.690 AC @ \$5,973/AC	\$10,094.37
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6. The proposed Lot 2 has an existing sewer connection and no new connection fee will be required or paid to re-connect the proposed Lot 2 to the sanitary sewer system of City. Financial Guarantee; Bonds: Prior to City's release of the final plat for recording, Subdivider shall provide to City a financial guarantee (i.e., a bank letter of credit) in form acceptable to City and in the sum of Sixty Thousand and No/100ths (\$60,000.00) for construction of the right turn deceleration lane on Harrison Street as shown on "Exhibit B-___. Subdivider warrants to City, for a period of two years following completion of such construction and its acceptance by the City Engineer of City, that such construction shall have been performed using first quality materials, in a good and workmanlike manner, and in accordance with the plans and specifications approved by the City Engineer of City. Upon completion of such construction, Subdivider's engineer shall submit to City as-built records and a certification that the construction was performed in substantial compliance with the design approved by the Public Works Department of City (City Engineer) prior to construction. A certificate signed by the City Engineer of City that the City accepts the deceleration lane as constructed by Subdivider shall operate as a release of such financial guarantee.

Subdivider shall also require its contractor performing the deceleration lane construction work to provide to Subdivider and City a performance bond, a labor and materials payment bond, and a maintenance bond regarding such construction work, with Subdivider and City to be named as co-obligees on such bonds. Such bonds shall be in forms and amounts satisfactory to City, and shall have one or more sureties thereon who are authorized to write such bonds in the State of Nebraska.

7. Storm Water Management Plan: Post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit C." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.

8. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit D" shall be entered into between Subdivider and City prior to starting construction of such improvements, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:

- (A) identify those maintenance actions that shall be private, and provide that all maintenance actions so identified shall be performed by the owners of the lots within the Subdivision, at the expense of those owners,
- (B) include provisions to control when post-construction storm water features are to be constructed,
- (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,

- (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during subdivision grading operations.

Such provisions shall run with the land and become the responsibility of any successors, assigns or future owners, as applicable.

9. Watershed Management Fees: The owner of each lot shall make payment to City for Watershed Management Fees. This fee is computed as follows for the lots shown on "Exhibit A". Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Agreement, the fees would be:

Lot 1, Commercial	1.690 AC @ \$4,000/AC	\$6,760
Lot 2, Commercial	1.616 AC @ \$4,000/AC	\$6,464
	Total	\$13,224

The aforesigned fees are stated at the rates currently in effect and are subject to increase. The rates in effect at the time of issuance of the building permit, if greater than the aforesigned rates, will be the rates to be paid.

10. Private Improvement Compliance. Subject to any nonconforming uses, nonconforming lots, and nonconforming structures permitted by ordinance or regulation, all private improvements shall be designed, constructed, maintained, repaired and replaced in accordance with all applicable laws, rules, regulations, policies and procedures in effect at the time the construction, maintenance, repair or replacement is performed.

11. Binding Effect; Recording: This Subdivision Agreement shall be binding upon the parties, and their respective successors and assigns. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on Subdivider and its respective successors and assigns. City shall have the right, but not the obligation, to enforce any and all such covenants. It is further agreed that after City releases the final plat to Subdivider for recording, Subdivider promptly will record such final plat with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat for recording until City is satisfied that Subdivider and its lessees of the Property, or their respective successors and assigns, have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of all of the Private Improvements on the Property as contemplated on the date of execution of this Agreement. It is further expressly agreed that if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, Subdivider shall neither be required, nor entitled without the written consent of the City, to move forward with the project.

CITY OF LA VISTA, NEBRASKA,

Mayor _____ Date _____

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

SUBDIVIDER:

Susan Sandelman, Trustee of the Esan Trust

Date: _____

ACKNOWLEDGMENT

STATE OF _____]
] SS.
COUNTY OF _____]

On this ____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Susan Sandelman, Trustee of the Esan Trust, who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the Esan Trust.

NOTARY PUBLIC
My Commission expires _____

EXHIBIT A
FINAL PLAT

EXHIBIT B
PUBLIC IMPROVEMENTS

EXHIBIT C
POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

EXHIBIT D
MAINTENANCE AGREEMENT

[Space above the line for recording data]

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT

This Post Construction Storm Water Management Plan Maintenance Agreement (hereinafter referred to as the "Agreement") is entered into as of the date set forth below by and between Susan Sandelman as Trustee of the Esan Trust (hereinafter referred to as the "Property Owner") and the City of La Vista, Nebraska (hereinafter referred to as the "City"). The Property Owner and the City are sometimes referred to herein as the "Parties".

WHEREAS, the Property Owner (whether one or more) is the owner of the real property legally described on Exhibit "A" which is attached hereto and incorporated herein by this reference (hereinafter referred to as "the Property");

WHEREAS, the Parties recognize that the health, safety and welfare of the citizens of the City require that storm water management facilities (hereinafter referred to as the "Facilities") must be constructed and maintained in conjunction with the development of the Property, which Property is located in the jurisdiction of the City;

WHEREAS, reference is made to the Post Construction Storm Water Management Plan, designated as City of La Vista project number ____-PCSMP, (hereinafter referred to as the "PCSMP") which has been prepared by the Property Owner and approved by the City, and which is attached hereto as Exhibit "B" and incorporated herein by this reference; and,

WHEREAS, the Property Owner agrees that its obligations hereunder shall be binding on present and future owners of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and provisions contained herein, the Property Owner agrees as follows:

1. The Facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been prepared by the Property Owner and which has been reviewed and accepted by the City or its designee. The Property Owner hereby reserves the right to continue to use the land on which the PCSMP is constructed for any lawful uses or purposes which do not materially interfere with the use or operation of the Facilities or the BMP Maintenance Requirements (defined below).
2. The Property Owner has prepared, and the City has reviewed and accepted the "BMP Maintenance Requirements" which are attached hereto as Exhibit "C" and which are incorporated herein by this reference. (***include annual inspection requirements per PCWP website prototype***)

3. The Property Owner shall, at its sole expense, construct and perpetually operate and maintain the Facilities in strict accordance with the BMP Maintenance Requirements.
4. The Property Owner hereby grants permission to the City, its authorized agents and employees, upon reasonable notice and at reasonable times, to enter upon the Property, for inspections to ensure that the Facilities are maintained in accordance with this Agreement; provided, however, any such access by the City onto the Property shall be limited to paved areas and any pervious areas around the Facilities to the extent reasonably necessary to inspect the Facilities.

If an inspection reveals that the Facilities have not been maintained in accordance with this Agreement and that corrective action is needed, the City shall provide the Property Owner with written notice specifying what corrective action is reasonably required. If the Property Owner has not completed the corrective action(s) specified by the City or its designee within thirty (30) days after issuance of such notice, the City may perform the necessary corrective work. If an emergency exists, as determined by the City or its designee, the City or its designee may, without prior notice to the Property Owner, enter the Property to make any and all reasonably necessary repairs, to take any and all reasonably necessary corrective actions, and to perform any and all maintenance, construction and reconstruction as the City reasonably deems necessary to address such emergency. In any of such events, the City shall be entitled to recover from the Property Owner the reasonable costs reasonably expended by the City to maintain or repair the Facilities or to correct operational deficiencies in accordance with this Agreement or applicable law. If the Property Owner fails to pay the City such reasonably expended costs within forty-five days after written billing of same by the City, such failure shall constitute a breach of this Agreement. The City shall thereafter be entitled to bring an action against the Property Owner to recover such costs. Property Owner agrees that it shall be liable to the City for the amount determined by the City to be due, together with interest thereon at the rate of eight per cent (8%) per annum from the date of billing by the City until such amount is paid, for all costs of such collection action and, to the extent allowable by law, for all attorney fees incurred by the City in making such collection.

5. The Property Owner is not authorized to obligate and shall not obligate the City to maintain or repair the Facilities, and the City shall not be liable to any person for the condition or operation of the Facilities.
6. The Property Owner agrees to indemnify and hold the City (and the City's agents, officers, officials, representatives, and employees) harmless from and against any loss or liability arising from or out of any occurrence or claim that may arise or be asserted against any of them as a result of the construction, existence, or condition of the Facilities or the maintenance of the Facilities by the Property Owner (excluding only such occurrences or claims as are caused solely by the negligence, gross negligence, or willful misconduct of the City or its authorized agents or employees). If such a claim is asserted against the City, and/or against any agent, officer, official, representative, or employee of the City, the City or any such individual shall notify the Property Owner of such claim. Any such notice given by the City or any such individual shall inure to the benefit of the City and every other individual against whom the claim is made or asserted. The Property Owner shall have the right and duty to defend, and the right to settle, at its own expense, such claim and any suit based on any such claim. If a final

judgment is entered against the City and/or any agent, officer, official, representative, or employee of the City upon such a claim, the Property Owner shall pay such judgment.

7. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of City's ordinances as authorized by law.
8. The Property Owner shall comply with any and all time of performance requirements set forth in this Agreement; provided, however, that the time of performance shall be extended as necessitated (but only to the extent necessitated) by strikes, lockouts, fire or other unavoidable casualty, extraordinary and unanticipated weather conditions, acts of God, unjustified refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the Facilities contemplated hereunder (the Parties agreeing to use reasonable diligence to procure the same), or any other cause beyond the reasonable control of the Property Owner (other than a financial cause).
9. The provisions of this Agreement are not intended to create, and they shall not in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.
10. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto. Whenever the phrase "Property Owner" appears in this Agreement, however, any right or obligation of the Property Owner under this Agreement shall extend to and be binding upon each successor in interest to Property Owner, as such successor's interest may appear.
11. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement may be modified only by a written agreement of the City and the Property Owner.
12. Upon conveyance of the Property, the conveying owner shall thereafter be relieved of any obligations under this Agreement arising out of any act, occurrence or omission that occurs after the date of such conveyance.
13. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on, and inure to the benefit of the Property Owner, and its respective successors and assigns. The City shall have the right, but not the obligation, to enforce any and all such covenants.

IN WITNESS WHEREOF, the Property Owner has executed this Agreement this _____ day of _____, 2011.

DECLARANT:

By: _____
Susan Sandelman, Trustee of the Esan Trust

CITY OF LA VISTA, NEBRASKA,

Mayor _____ Date _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney Date

STATE OF _____]
] SS.
COUNTY OF _____]

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Susan Sandelman, Trustee of the Esan Trust, who executed the above instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the Esan Trust.

NOTARY PUBLIC
My Commission expires _____

Exhibit "A"
Legal Description of the Property

PART OF LOT 1282, LAVISTA, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST, THENCE N87°13'10"E FOR 173.05 FEET ALONG THE NORTH LINE OF SAID SECTION 14; THENCE S02°46'50"E FOR 50.07 FEET TO THE POINT OF BEGINNING, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET FOR THE FOLLOWING FOUR (4) COURSES; (1) N87°12'10"E FOR 232.03 FEET; (2) S02°48'31"E FOR 32.13 FEET; (3) N87°05'20"E FOR 35.02 FEET; (4) N83°57'54"E FOR 14.72 FEET; THENCE S02°47'31"E FOR 359.74 FEET ALONG THE EAST LINE OF LOT 1282-B1, LOT 1282-I1A AND LOT 1282-I1B; THENCE S87°12'49"W FOR 388.17 FEET ALONG THE SOUTH LINE OF LOT 1282-I1B AND 1282-J1B; THENCE N01°54'43"W FOR 291.86 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE N43°01'32"E FOR 142.15 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET TO THE POINT OF BEGINNING.

- CONTAINS AN AREA OF 144,010.2 SQ. FT. OR 3.306 ACRES MORE OR LESS.

Exhibit "B"
Post Construction Stormwater Management Plan

Exhibit "C"
BMP Maintenance Requirements

BMP Maintenance Requirements

Name & Location

Project Name: CVS #2471
Address: SEC 84th St. and Harrison St., La Vista, NE 68128

Site Data

Total Site Area: 3.306 AC
Total Disturbed Area: 3.70 AC
Total Undisturbed Area: 0 AC
Impervious Area Before Construction: 92%
Impervious Area After Construction: 77%

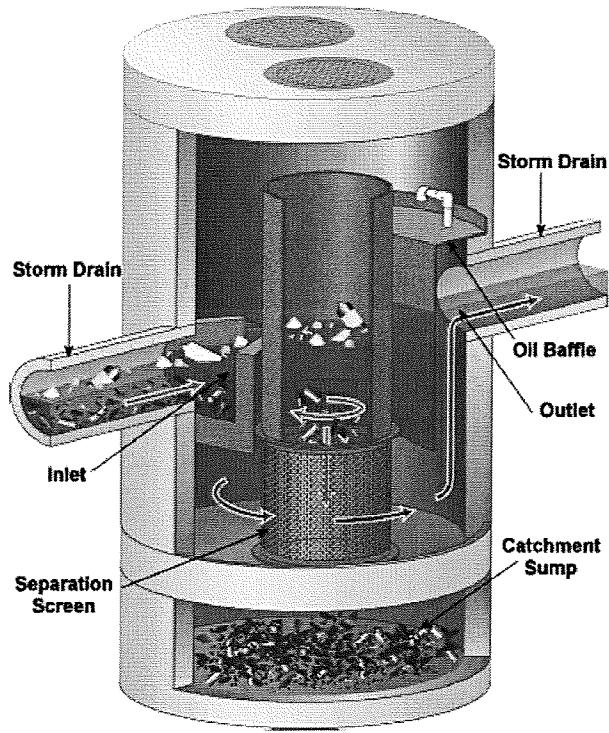
BMP Information

BMP ID	TYPE OF BMP	Longitude/Latitude
CDS #1	Hydrodynamic Separator	96°02'33.5"W/41°11'22.6"N

Comment [A1]: Need to verify that this serves both lots

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

Operations and Maintenance Guidelines for CDS Units:



INSPECTION AND CLEANOUT OVERVIEW

Once pollutants are captured in CDS units, they will be retained until clean out. Floatable and neutrally buoyant contaminants are held within the separation chamber while negatively buoyant debris is stored in the sump.

The visual inspection should ascertain that the unit is functioning properly and that there are no blockages or damage to the inlet, separation chamber or separation screen. The quantities of captured pollutants within the separation chamber and solids storage sump should be assessed. The amount of solids in the sump may be estimated using a calibrated measuring rod or tape. If floatables accumulate more rapidly than the settleable solids, the floatables should be removed with a vacuum or skimming net. CDS cleanout procedures entail opening the access to the screening chamber / sump and removing the trapped pollutants. Visual verification that the cleanout is complete by the equipment operator is easily done due to the open nature of the CDS unit.

OPERATIONS

The CDS unit is a non-mechanical self-operating system and will function any time there is flow in the storm drainage system. The unit will continue to effectively capture pollutants in flows up to the design capacity even during extreme rainfall events when the design capacity may be exceeded. Pollutants captured in the CDS unit's separation chamber and sump will be retained even when the unit's design capacity is exceeded.

CDS UNIT INSPECTIONS/CLEANOUT

The CDS unit shall be inspected by the maintenance personnel two times (six to eight months apart) during an annual period. During the inspection, the unit's internal components should not show any signs of damage or any loosening of the bolts used to fasten the various components to the manhole structure and to each other. If any of the internal components are damaged or if any fasteners appear to be damaged or missing, please contact CONTECH Stormwater Solutions, Inc. to make arrangements to have the damaged items repaired or replaced:

CONTECH Stormwater Solutions, Inc.
Phone, Toll Free: (800) 548-4667 ex 157
Direct (707) 987-8500
Fax: (800) 561-1271

The screen assembly is fabricated from Type 316 stainless steel and fastened with Type 316 stainless steel fasteners that are easily removed and/or replaced with conventional hand tools. The damaged screen assembly should be replaced with the new screen assembly placed in the same orientation as the one that was removed.

The floatable materials shall be removed and the separation screen shall be power washed by the maintenance personnel during the inspections (twice a year). The settled solids shall be removed by the maintenance personnel once a year during one of the inspections. The CDS Unit Record of Operations and Maintenance sheet shall be filled out after each inspection and shall be kept on file with the inspector and at the store location.

CONFINED SPACE

The CDS unit is a confined space environment and only properly trained personnel possessing the necessary safety equipment should enter the unit to perform particular maintenance and/or inspection activities beyond normal procedure. Inspections of the internal components can, in most cases, be accomplished by observations from the ground surface.

CDS Unit Record of Operations & Maintenance

Owner: _____

Address: _____

Owner Representative: _____ Phone: _____

Model Designation:

- CDS3025-6-C

Site Location:

- SEC 84th St. and Harrison St., Omaha, NE 68128

Depth from Cover to Bottom Sump (Sump Invert):

- 146 inches

Volume of Sump:

- 163 cubic feet

Volume/Inch of Depth:

- 2.36 cubic feet

Inspections:

Date	Inspector	Screen/Inlet Integrity	Floatables Depth	Depth to Sediment (inches)	Sediment Volume * (cubic feet)

*Calculate Sediment Volume = (Depth to Sump Invert – Depth Sediment)x(Volume/inch of Depth)

Inspection Observations:

Cleanout:

Date	Depth of Floatables (inches)	Volume of Sediment (cubic feet)	Method of disposal of floatables and sediment	Screen Power Washed (Y or N)

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2011 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE 4 x4 PICKUP TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2011 Ford Super Duty F-350 4WD Pickup Truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska, for the Public Works Department in an amount not to exceed \$48,055.00.

FISCAL IMPACT

The FY 10/11 Sewer Fund Budget includes \$50,000.00 for the proposed purchase of one new 4x4 pickup truck for the Public Works Department.

RECOMMENDATION

Approval

BACKGROUND

The purchase of the new truck is to replace vehicle #3309, a 1994 ½ ton 4x4 pickup truck used by the Sewer Division. This vehicle will be transferred to the Public Building and Grounds Department.

The truck is being purchased off the State of Nebraska Bid. The purchase price for the truck includes all necessary snow/ice removal equipment, two-way radio, utility box and beacon lights.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2011 FORD SUPER DUTY F-350 4WD PICKUP TRUCK FROM SID DILLON CHEVROLET BUICK, WAHOO, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$48,055.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of said pickup truck is necessary; and

WHEREAS, the FY 2010/11 Sewer Fund Budget provides funding for said purchase; and

WHEREAS, the purchase will be from the State of Nebraska bid; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, due hereby award the purchase of a 2011 Ford Super Duty F-350 4 WD Pickup Truck from Sid Dillon Chevrolet Buick, Wahoo, Nebraska, in an amount not to exceed \$48,055.00.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2011

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Prepared For:
Greg Sanford
City of LaVista
Lavista, NE

Prepared By:
Ron Fullerton
Sid Dillon Chevrolet Buick
257 West A Street
Wahoo, NE 68066
Phone: (402) 540-7578
Fax: (402) 443-3982
Email: rfullerton@siddillon.com

2011 Fleet/Non-Retail Ford Super Duty F-350 SRW 4WD Reg Cab 137" XL

PRICING SUMMARY

PRICING SUMMARY - 2011 Fleet/Non-Retail F3B 4WD Reg Cab 137" XL

Base Price	\$32,508.00
Total Options:	4,920.00....8' Boss straight blade with wings
Vehicle Subtotal	6,975.00....Omaha Standard service body with top opening sides
Advert/Adjustments	2,003.00....Radio from D&D Communications
Destination Charge	1,259.00....corner strobe lights and highliter lite bar on cab shield
GRAND TOTAL	390.00....cab shield with lite bar bracket
	<hr/> \$48,055.00....Total

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 169.4, Data updated 2/1/2011 3:44:00 PM
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2011 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE AIR COMPRESSOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) D185JD Sullivan Compressor from Logan Contractors Supply, Inc., Omaha, Nebraska, for the Public Works Department in an amount not to exceed \$16,998.00.

FISCAL IMPACT

The FY 10/11 Sewer Fund Budget includes funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The new compressor will replace a 1983 Sullair Compressor; which will be sold at public auction. The air compressor is being purchased off the State Bid – Contract #12770 OC.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) D185JD SULLIVAN COMPRESSOR FROM LOGAN CONTRACTORS SUPPLY, INC., OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$16,998.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of said air compressor is necessary; and

WHEREAS, the FY 2010/11 Sewer Fund Budget provides funding for said purchase; and

WHEREAS, the purchase will be from the State of Nebraska bid – Contract #12770 OC; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, due hereby award the purchase of a D185JD Sullivan Compressor from Logan Contractors Supply, Inc., Omaha, Nebraska, in an amount not to exceed \$16,998.00.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2011

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



QUOTE

THIS QUOTE IS SPECIFICALLY PRESENTED TO:

TO: Greg

DATE: 01/28/11

CO: City of LaVista

RE: AIR COMPRESSOR

QTY	ITEM/DESCRIPTION	PRICE/PER
STATE CONTRACT # 12770 OC		
NEW D185JD SULLIVAN COMPRESSOR W/ SPECIAL STATE OPTIONS		\$16,998.00
W/ AIR FILTER & AIR/OIL SEPERATOR INDICATOR, RUBBER TIRED TONGUE JACK, P215/75 R 15 TIRES, ELEC. BRAKES, D.O.T. LIGHTS, SEVEN PIN FEMALE CONNECTOR, PAINTED SAFETY YELLOW, EQUIP. SHOP MANUAL, ENGINE REPAIR MANUAL, EQUIP. PARTS MANUAL, ENGINE SHOP TECH PARTS MANUAL. INCLUDING OPTIONS.		
8 TO 10 WEEKS LEAD TIME ON STATE SPEC.		

PLUS TAX

TERMS: net 30

F.O.B.: Omaha

QUOTE FIRM FOR: 60 days

Thank you for the opportunity to quote you. Should you have any questions regarding this quote, please call me @ 402-339-3900 or cell # 402-510-3500

Sincerely

Lonnie Riesgaard
Sales Representative

4114 State Street Bettendorf, IA 52722 Ph: 563-441-2949 Fax: 563-441-2953

4101 106th Street Des Moines, IA 50322 Ph: 515-253-9048 Fax: 515-253-9491

1325 S. Enterprise Dr. Olathe, KS. 66061 Ph: 913-768-1551 Fax: 913-768-1171

6544 L Street Omaha, NE 68117 Ph: 402-339-3900 Fax: 402-597-0694

www.logancontractors.com

F

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A FUNDRAISING EVENT AT 8116 PARK VIEW BOULEVARD ON MARCH 5, 2011.

WHEREAS, 8116 Park View Boulevard is located within the City of La Vista; and

WHEREAS, Glory Days Inc dba J-Birds has requested approval of a Special Designated License to serve beer and wine at a fundraising event at 8116 Park View Boulevard on March 5, 2011 from 6:30 p.m. to 11:50 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Glory Days Inc dba J-Birds to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve beer and wine at 8116 Park View Boulevard, at a fundraising event on March 5, 2011.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2011.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
RETAIL LICENSE HOLDERS**

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

BEFORE SUBMITTING APPLICATION TO THE LIQUOR CONTROL COMMISSION

- Include approval from the City, Village or County Clerk where the event is to be held
- A license fee \$40 (payable to Nebraska Liquor Control Commission) for each day/event to be licensed (i.e. if you have two separate areas at one event they both need to be licensed) (unless licensed as a K Caterer no fees required)
- Application MUST be received at the Liquor Control Commission Office no later than 10 working days prior to event (excluding weekends, Federal and State observed holidays)

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed

Beer Wine Distilled Spirits

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

78878 Class C

3. Licensee name (last, first, middle), Corporate name, Limited Liability Company (LLC)

NAME: Brown Jay Glory Days Inc

ADDRESS: 9725 GILES RD

CITY LA VISTA ZIP 68128

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

ADDRESS: La Vista Community Center, 8116 Park View Boulevard (THE RANDY CAHILL BENEFIT)

CITY La Vista, NE ZIP 68128-2198

COUNTY Sarpy

- a. Is this location within the city/village limits? YES NO
- b. Is this location within the 150' of church, school, hospital or home aged/indigent or for veterans their wives? YES NO
- c. Is this location within 300' of any university or college campus? YES NO

Must be consecutive days

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

Date	Date	Date	Date	Date	Date
Hours From					
To	To	To	To	To	To

- a. Alternate date: None
- b. Alternate location: None
(Alternate date or location must be approved by local)

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

Dance Reception Fund Raiser Beer Garden Sampling/Tasting Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 200' x 300'
Name of building La Vista Community Center (not square feet or acres)

Outdoor area dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)

If outdoor area, how will premises be enclosed

fence, type of fence snow fence chain link cattle panels other _____
 tent
 other, explain _____

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

400+

8. How many attendees do you expect at event? 400+

9. If over 150, indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. UNIFORM POLICE + LICENSED BARTENDER

10. Will premises to be covered by license comply with all Nebraska sanitation laws?

YES NO

a. Are there separate toilets for both men and women?

YES NO

11. Where will you be purchasing your alcohol wholesaler retailer both

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

If so, describe activity _____

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

13. Any other information or requests for exemptions:

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

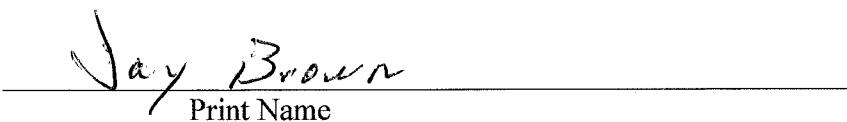
LARRY CHILL Phone: Before 216-7579 During 216-7579
Print name of Event Supervisor


Signature of Event Supervisor

Consent of Authorized Representative/Applicant

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

sign here Jay Brown President 2-10-11
Authorized Representative/Applicant Title Date


Print Name

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

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

G

RESOLUTION NO. _____

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

WHEREAS, the property owners of 7004 Gertrude/Lot 57 La Vista Replat, \$238.77; were notified to clean up their property as they were in violation of the City Municipal Code, Section 50.03, or the City would do so and bill them accordingly, and

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

WHEREAS, the City sent the property owners bills for said clean up which have not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amounts and against the properties specified above, all located within Sarpy County, La Vista, Nebraska.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2011

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

TO: Pam Buethe

FROM: Stacy Corbit

DATE: 2/04/2011

RE: Special Assessments

CC:

Pam,

Here is the Special Assessment for 7004 Gertrude St.

Address	Prior Contacts	Current Contacts	Clean-up by P.W.
7004 Gertrude St	11	1	1-Completed P.W.

Stacy Corbit
Code Enforcement Officer

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Scott & Sandra Knudsen
113 S 54th St.
Omaha, NE
68132

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

X *L Peterson*

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

L Peterson

C. Date of Delivery

1/7/4

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

JAN 10 2011

3. Service Type

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

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

(Transfer from service label)

7009 0820 0001 7684 5166

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

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

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.54

*1/7/04 10
Postmark
Here*

Sent To	Scott & Sandra Knudsen
Street, Apt. No. or PO Box No.	113 S 54th St.
City, State, ZIP+4	Omaha, NE 68122

PS Form 3800, August 2006

See Reverse for Instructions

December 28, 2010



Scott and Sandra Knudsen
113 S 54th Street
Omaha NE 68132

RE: 7004 Gertrude/Lot 57 La Vista Replat

Dear Scott and Sandra;

On December 8, 2010, the property on Gertrude Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 50.03 and a letter was sent that stated the property needed to be cleaned and trash removed by December 17, 2010 or the City would correct the violation at the owner's expense. On December 17, 2010, the Public Works Department removed the garbage bags and branches from the front, side and back yard. The cost of \$238.77 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Remove garbage and branches from yard		
Four Workders, 1 Hour Each		88.77
Equipment Cost		50.00
Material		50.00
TOTAL	\$	238.77

Please remit \$238.77, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on February 15, 2011, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Pamela A. Buethe'.

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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

COPY

La Vista Police Department

Code Enforcement Case Management



CASE ADDRESS: 7004 Gertrude DATE INITIATED: 12/07/2010

NAME OF PROPERTY OWNER/RESIDENT: Scott and Sandra Knudsen

CODE VIOLATION(S): Trassh/50.03

December 17, 2010

To: Stacy Corbit
Code Enforcement Officer
Police Dept.

Fr: Cindy Norris
Administrative Assistant
Public Works Dept.

RE: Residential Property Clean-Up
7004 Gertrude Street

The following is a list of the expenses incurred by the Public Works Department on December 17, 2010 while removing the garbage bags and branches from the front, side and back yards at 7004 Gertrude St., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	21.26	1	21.26
Employee #2	13.00	1	13.00
Employee #3	30.77	1	30.77
Employee #4	23.74	1	23.74
TOTAL			\$88.77

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(2) 1 ton pickups @ \$25.00 each	50.00	1	50.00
TOTAL			\$50.00

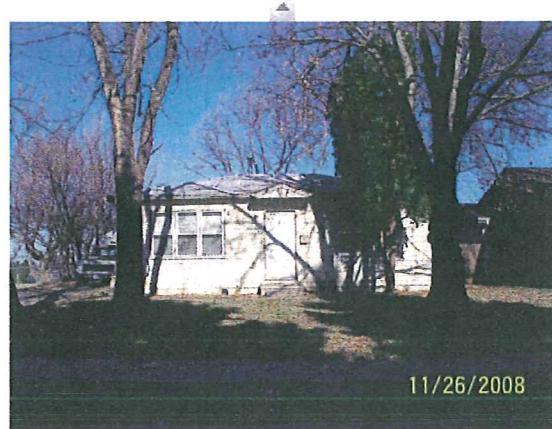
MATERIALS:

(2) trailer dumpster fees @\$25.00 each	\$50.00
TOTAL	\$50.00

TOTAL LABOR, EQUIPMENT and MATERIALS : **\$188.77**

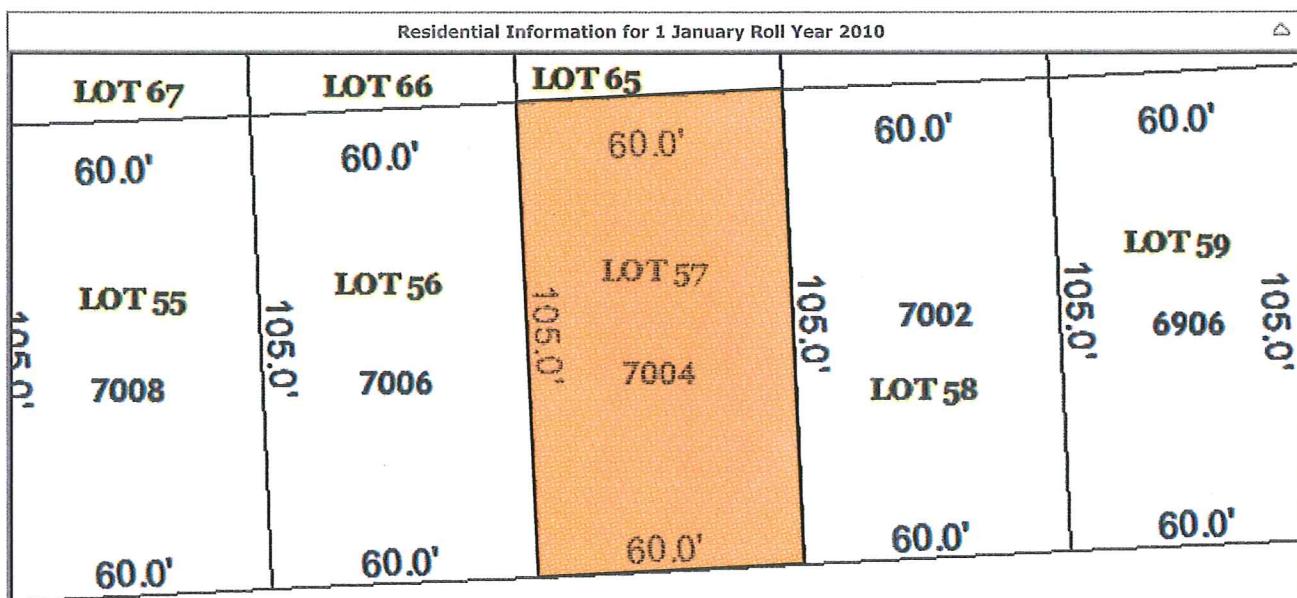
Active

Parcel Number: 010331069
 Location: 07004 \GERTRUDE ST
 Owner: KNUDSEN/ J SCOTT & SANDRA E
 C\O
 Mail Address: 113 S 54TH ST
 OMAHA NE 68132-
 Legal: LOT 57 LA VISTA REPLAT
 Tax District: 27002
 Map #: 2959-13-2-30051-000-0061



trash blowing
around.

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



City La Vista	SID #	SID	Status	Zoning R-1 - Single Family Residential	Overlay Dist. Null	Jurisdiction LaVista	School Papillion-La Vista	Police La Vista Police
Fire La Vista Fire 1	Voting Precinct 43	Congressional Dist. 2	State Legislative Dist. 14	District 4	Commissioner Jim Nekuda	City Ward LA VISTA WARD I		

Style: Ranch	#Bedrooms above Grade 2
Year Built: 1960	Total Sqft 792
#Bathrooms Above Grade 1	Bsmt Total Sqft 0
Total Bsmt Finish Sqft 0	Garage Sqft 240
Garage Type Detached	Lot Width 60
Lot Depth 105	

Misc	
Description	Sqft or Quantity
CONCRETE STOOP	16
SOLID WALL PORCH	72



Dear Owner/Resident:

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

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

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

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

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

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

Sincerely,

Stacy Corbit
Code Enforcement Officer
La Vista Police Department

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

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

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

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

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

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

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

Recreation

LA VISTA POLICE DEPARTMENT

MUNICIPAL CODE COMPLIANCE AGREEMENT

FULL NAME: FIRST, MIDDLE, LAST	DATE OF BIRTH
Scott & Sandra Knudsen	-
RESIDING ADDRESS STREET, CITY, STATE, ZIP, PHONE NUMBER	
113 S. 54 th St, Omaha, NE 68132	
PROPERTY WHERE VIOLATION EXISTS STREET, CITY, STATE, ZIP, PHONE NUMBER	
7004 Gertrude St, Lavista, NE 68128	
CONDITIONS REQUIRING CORRECTION	
- 5D-03 - Trash in backyard	
CORRECTIVE MEASURES	
Please have the trash removed from the backyard.	

AGREEMENT:

The above named agrees that the conditions set forth in this Agreement must be eliminated, as described above on or before (Date) 12/17/2010.

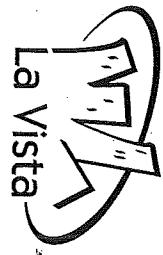
The undersigned agrees to allow the City to inspect the property as necessary to determine compliance with this agreement. This Agreement shall be interpreted in accordance with the law of the State of Nebraska.

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

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

This form must be filled out completely to be valid.

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



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

Scottie Sandra Knudsen
113 S. 54th St
Omaha, NE 68132

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

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

1. Article Addressed to:

Scottie Sandra Knudsen
113 S. 54th St
Omaha, NE 68132

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

Agent

Addressee

B. Received by (Printed Name)**C. Date of Delivery****D. Is delivery address different from item 1?**

Yes

If YES, enter delivery address below:

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7008 1140 0000 6669 0622

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Date 12/7/10 10-15557 1105 hrs

Location 7004 Gertrude St

Violation 50.03 Trash
backyard

Time to Comply 5 days

Description Trash in backyard

Follow-up Officer

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature</p> <p>X</p> <p><input type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p>	
1. Article Addressed to:		<p>B. Received by (Printed Name)</p> <p>Scott & Sandra Knudsen</p> <p>C. Date of Delivery</p> <p>12/14/10</p>	
<p>Scott & Sandra Knudsen 113 S. 54th St Omaha, NE 68132</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7008 1140 0000 6669 0622</p>			



Before Pictures
Taken By: S. Corbit

S. Corbit



After Pictures
Taken By: S. Corbit

S. Corbit