

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**FEBRUARY 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT 911 TOWER SITE LEASE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROBERT S. LAUSTEN POLICE CHIEF/ DIRECTOR OF PUBLIC SAFETY

**SYNOPSIS**

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the City of La Vista and Sarpy County for the lease of a portion of the Fire Station Property necessary for purposes of providing a site for a communications tower and equipment shelter for effective emergency communications throughout the county.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval

**BACKGROUND**

In 1994, Sarpy County purchased an 800MHz trunked radio system to provide public safety and public works staff with the capability of on-the-street communications using mobile and portable radios. The system has been upgraded several times to replace portions such as controllers and dispatch consoles as they became obsolete. The final portion of the system that has not yet been replaced is the base station infrastructure and microwave radio site connectivity which is at end-of-life after having been in service for over twenty years.

The Sarpy County E911 Communications Department has worked with the system's vendor to develop a plan to replace these end-of-life components and to implement upgrades that will provide the County with improved system capacity and coverage. The radio system currently hosts approximately twice as many user radios as when it was first installed. Further, those users find themselves needing to communicate while inside buildings more often as the County has grown more urban. To provide users with improved coverage in most buildings, the project will increase the number of tower sites from three to six. To support additional users as the County continues to grow, the upgrade also includes additional channels and technology that will enable 40% more simultaneous conversations.

The County contracted with a professional communications consulting firm, Tusa Consulting, to confirm that the equipment is at end-of-life and to meet with representatives of served agencies to insure that the project addresses their needs and concerns. Tower site location was critical to the project. In La Vista, the County considered two candidates for this site designation. (1) An existing tower at the La Vista City Hall location, however, the tower would not support the new antennas and microwave dishes; it would

have to be replaced. (2) a new tower at the City-owned property at the new fire station is the preferred location since it will provide improved coverage to areas where coverage is an issue.

Our partners in providing fire services, the City of Papillion and the Papillion Rural Fire District, are in agreement of the project and the proposed lease.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL LEASE AGREEMENT WITH SARPY COUNTY, NEBRASKA FOR THE LEASE OF CITY PROPERTY AT 10727 CHANDLER ROAD FOR A 911 TOWER SITE.**

**WHEREAS,** City of La Vista Facilities Corporation, a Nebraska nonprofit corporation ("Facilities Corporation") owns and leases to City certain property (hereinafter "the Fire Station Property") located at 10727 Chandler Road, in the City of La Vista, Sarpy County, Nebraska; and

**WHEREAS,** Sarpy County desires to enter into this Lease of a portion of the Fire Station Property necessary for purposes of providing a site for a communications tower and equipment shelter for effective emergency communications throughout the county, including the City ("911 Communications"); and,

**WHEREAS,** Pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801, et seq., the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

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

**NOW, THEREFORE BE IT RESOLVED,** by the Mayor and City Council of the City of La Vista that the Interlocal Cooperation Agreement with Sarpy County, Nebraska is hereby approved.

**BE IT FURTHER RESOLVED,** the Mayor and City Clerk are hereby authorized to sign and execute the necessary documents to the Interlocal Cooperation Agreement on behalf of the City of La Vista.

**PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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Pamela A. Buethe, CMC  
City Clerk

**UNANIMOUS CONSENT OF DIRECTORS OF  
THE CITY OF LA VISTA FACILITIES CORPORATION**

The undersigned, constituting all of the Directors of the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation, ("Corporation") hereby adopt and approve the following Resolutions by unanimous written consent.

**BE IT RESOLVED** that an Interlocal Lease Agreement Between the County of Sarpy and the City of La Vista for 911 Tower Sites is presented with this Unanimous Consent to provide Sarpy County a site on the fire station property at 10727 Chandler Road for a tower for 911 communications ("Interlocal Agreement").

**BE IT FURTHER RESOLVED** that the Interlocal Agreement and lease described therein is hereby approved.

**BE IT FURTHER RESOLVED** that the officers of the Corporation are hereby authorized and directed to take all actions necessary or appropriate to carry out the actions approved herein.

All of the foregoing actions are hereby adopted as the unanimous action of all Directors of the Corporation, effective as of the date executed by the last Director below.

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DATE

Eugene S. Tschida, Director

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DATE

Michael T. Branigan, Director

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DATE

Janice Anderson, Director

**INTERLOCAL LEASE AGREEMENT BETWEEN THE COUNTY OF SARPY AND THE CITY OF LA VISTA  
FOR 911 TOWER SITE**

This lease ("Lease" or "Agreement") is by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate (hereinafter "Lessee") and the City of La Vista (hereinafter "City" or "Lessor") (jointly referred to as "the Parties").

WHEREAS, the City of La Vista Facilities Corporation, a Nebraska nonprofit corporation ("Facilities Corporation") owns and leases to City certain property (hereinafter "the Fire Station Property") located at 10727 Chandler Road, in the City of La Vista, Sarpy County, Nebraska, legally described as follows: Lot 246A, Val Vista, a subdivision located in the SW ¼ of Section 16, Township 14 North, Range 12 East of the Sixth P.M., Sarpy County, Nebraska; and

WHEREAS, the Parties desire to enter into this Lease of a portion of the Fire Station Property necessary for purposes of providing a site for a communications tower and equipment shelter for effective emergency communications throughout the county, including the City ("911 Communications"). Sheets Numbers C-1.1 through C1.4 as attached contains the portion of the Fire Station Property to be leased, easement areas, and proposed locations for the tower, equipment, and related improvements; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801, *et seq.*, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide Lessee with a portion of the land and/or space on the Fire Station Property suitable for the building of a tower and the building of an equipment shelter and related improvements to be used by Lessee to provide 911 Communications ("Facilities and Uses").

**II. LEASED PREMISES**

The portion of the Fire Station Property leased to Lessee pursuant to this Lease is described or depicted in Sheets Numbers C-1.1 through C1.4, attached hereto and incorporated herein by this reference ("Leased Property"). Lessee by this Agreement also is provided nonexclusive easements described and depicted in such Sheets Numbers C-1.1 through C1.4 for use as required for Lessee's access to and use of the Leased Premises ("Easement Area"). Lessee has inspected and determined that the Leased Property and Easement Area are suitable for the Facilities and Uses. Lessee shall be solely responsible for such inspections and determinations, and Lessor gives no warranty or representation as to such suitability. Unless otherwise

specified, provisions of this Lease, including without limitation term and termination provisions, shall apply to and govern Lessee's use of both the Leased Property and Easement Area.

### **III. TERM OF LEASE**

This Lease shall be in full force and effect from March 1<sup>st</sup>, 2017 to February 28<sup>th</sup>, 2037. Such term may be extended for up to three (3) successive ten (10) years terms upon the express written consent of both parties. If extended, such term must be agreed upon within one hundred and twenty (120) days of the expiration of the current contract term.

### **IV. DUTIES OF LESSEE**

- A. **COMPENSATION:** Lessee shall pay \$1.00 per year, and provide other good and valuable consideration as set forth in this Lease, to Lessor during the term of this Agreement, including any extensions thereof.
- B. No construction, improvements, repairs, alterations, replacements, additions, subtractions, or changes of any kind or character will be made at any time on or to the Leased Property or Easement Area, or on or to any improvements of the Leased Property or Easement Area, by or on behalf of Lessee ("Improvements") without prior written consent of Lessor or its authorized agent, including, without limitation, any Buildings, structures, or other improvements necessary to or in connection with the Facilities or Uses or 911 Services. Such consent will not be unreasonably withheld. Plans for any such Improvements shall be subject to prior review and written approval of the City Engineer.
- C. Lessee shall not hinder Lessor's access to any portion of the Leased Property or Easement Area.
- D. Lessee shall be responsible for and pay all costs and expenses of Lessee's Facilities and Uses, including without limitation, all Improvements and the installation of Lessee's equipment and property.
- E. Access to the Leased Property necessary for purposes of the Facilities and Uses will be made via a concrete path constructed on the access easement of the Easement Area by the Lessee, to the satisfaction of the City Administrator, City Engineer, or her or his designee.
- F. Lessor, at the election of the City Administrator, City Engineer, or her or his designee, from time to time during this Lease shall have access and the right to install and use, or authorize the installation and use, of equipment on the tower located on the Leased Property at no cost or expense to Lessor, except for the cost or expense to acquire, install, operate, maintain, repair, or replace the equipment; provided such equipment shall not interfere with the use of equipment already located on the tower.

### **V. DUTIES OF LESSOR**

- A. Lessor upon execution of this Lease shall provide Lessee use of the Leased Property and Easement Area, and allow Lessee 24 hour access to the Leased Property and Easement Area, in accordance with this Agreement from the time of the execution of this Lease through the end of the Lease term, including any extensions, for the Facilities and Uses.

## **VI. COMPLIANCE WITH LAWS**

- A. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
- B. Pursuant to Nebraska Revised Statute §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- C. Lessee warrants that it has neither employed nor retained any company or person, other than a bona fide employee working for Lessee, to solicit or secure this Agreement, and that Lessee has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Lessor shall have the right to terminate this Lease without liability, or, in its discretion, to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee from Lessee.
- D. The Parties hereto promise and agree to comply with all Federal and State laws, County and City ordinances, and other such rules and regulations which may apply to this Lease, including but not limited to those set forth herein.
- E. Pursuant to Nebraska Revised Statute §23-3113, the Parties hereto declare and affirm that no officer, member, or employee of Lessor, and no member of its governing body and no other public official of Lessor who exercises any functions or responsibilities in the review or approval of the undertaking described in this Lease, or the performing of either Parties' obligations pursuant to this Lease, shall participate in any decision relating to this lease which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of Lessor, nor any member of its governing body, have any interest, direct or indirect, in this Lease or the proceeds thereof.

## **VII. GENERAL PROVISIONS**

- A. TERMINATION: This Lease may not be terminated by a party for any reason during the original term or during successive terms except upon material breach and failure to cure by the other party, or by written Agreement of both parties, and no less than one hundred and twenty (120) days notice.
- B. HOLD HARMLESS: Each party ("Indemnifying Party") agrees it is responsible for its own officers, officials, agents, and employees in performing this Agreement, and hereby agrees to release, indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, officials, agents, and employees, from and against all losses, claims, damages, and expenses, proximately caused by any negligent acts or omissions of the Indemnifying Party, its officers, officials, agents, or employees in performing this agreement.
- C. SEVERABILITY: It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Lease is held to be illegal or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be

construed and enforced as if the Lease did not contain the particular part, term, condition, or provision held to be invalid.

D. **ASSIGNMENT:** Neither party shall convey or assign this Lease or any rights or obligations under this Lease without the prior written consent of the other party. Provided, however, Lessee shall have the right to lease space on its tower to third parties for reasonable compensation, subject to: rules that Lessee shall establish before entering any such lease that govern facilities or equipment permitted on the tower or Leased Property or their use, including limitations as to the maximum size, location, and number and extent of total facilities and equipment permitted on or in the tower or Leased Property, to the satisfaction of the City Administrator, City Engineer, or her or his designee. Lessor will be paid 50% of all such compensation Lessee receives.

E. **INTEGRATION:** This Lease contains the entire agreement between the Parties, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Lease cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

Lessee: Ms. Deb Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

Lessor: Ms. Pam Buethe  
City Clerk  
8116 Park View Boulevard  
La Vista, NE 68128

F. **SUBLEASE:** This Agreement shall constitute a sublease of the Leased Property from City to Lessee during the period of any lease of the Fire Station Property by the La Vista Facilities Corporation to the City ("Primary Lease"), after which and the City takes title to the Fire Station Property, this Lease shall continue in effect uninterrupted as a lease of the Leased Property from the City to Lessee for the remainder of the Lease term and any extensions thereof. This Lease and provisions governing the Leased Property and Easement Area shall be subject to the terms and conditions of the Primary Lease while the Primary Lease is in effect.

G. **CONSENT OF FACILITIES CORPORATION:** This Lease shall be subject to written consent of the La Vista Facilities Corporation.

H. Recitals at the beginning of this Lease shall be incorporated into this Lease by reference.

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate, Lessee

(Seal)

ATTEST:

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Sarpy County Clerk

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Chairperson  
Sarpy County Board of Commissioners

Approved as to form:

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Deputy Sarpy County Attorney

CITY OF LA VISTA, NEBRASKA,  
Lessor

(Seal)

ATTEST:

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City Clerk

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Mayor

*[Deleted - City of La Vista does not use this process]*

**CONSENT OF CITY OF LA VISTA FACILITIES CORPORATION:**

The INTERLOCAL LEASE AGREEMENT BETWEEN THE COUNTY OF SARPY AND THE CITY OF LA VISTA FOR 911 TOWER SITES above and lease of property and related easements according to the terms and conditions stated therein are hereby approved.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LA VISTA FACILITIES CORPORATION,  
a Nebraska nonprofit corporation**

By:

Eugene S. Tschida, President

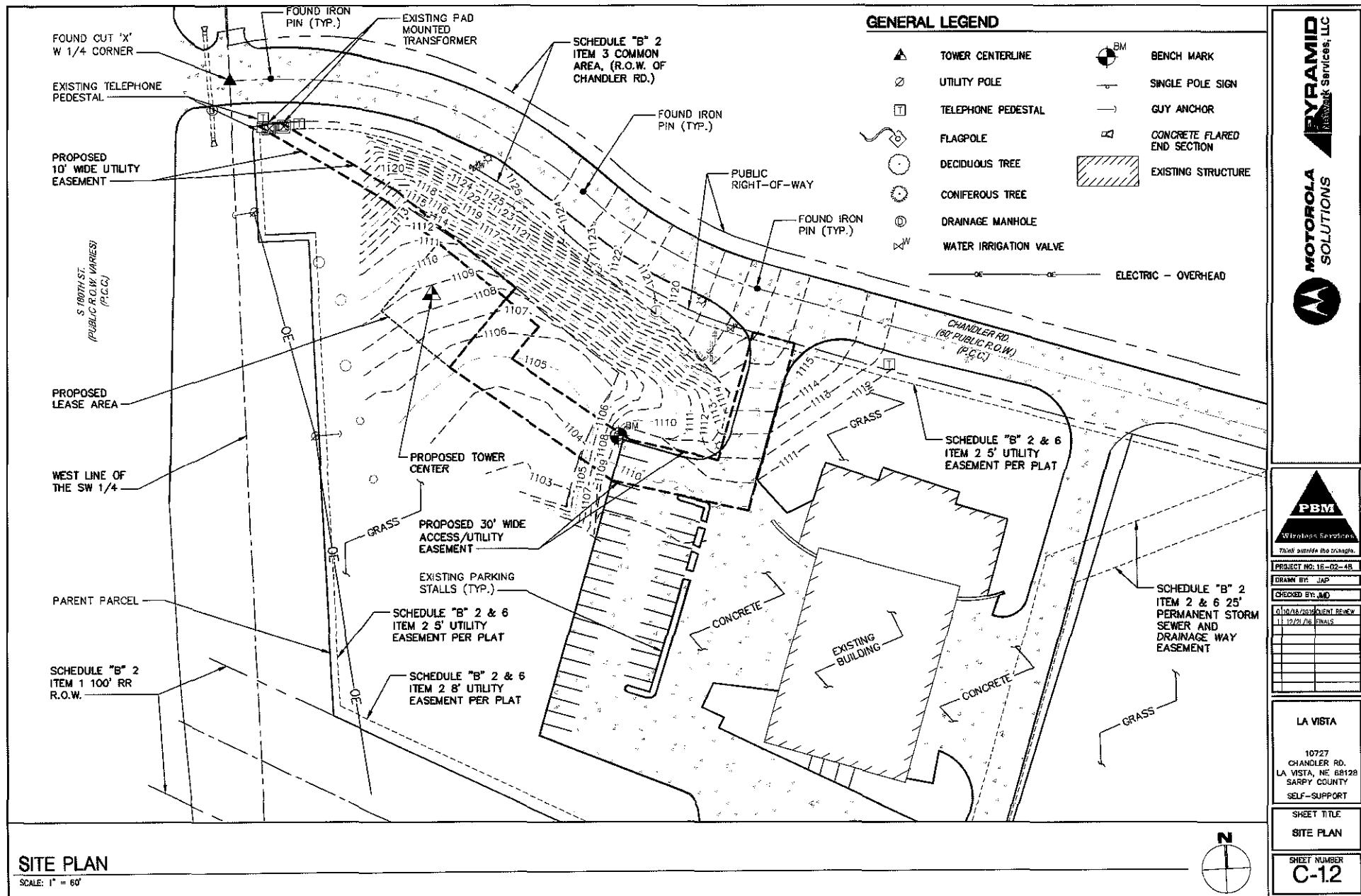
ATTEST:

Michael T. Branigan, Secretary

**EXHIBIT C**  
**LEASED PREMISES**

*[Attach Sheet C 1.1 through C1.4]]*





### BOUNDARY LEGEND

- ▲ FOUND SECTION CORNER (AS NOTED) P.O.C. POINT OF COMMENCEMENT
- FOUND IRON PIN (AS NOTED) P.O.B. POINT OF BEGINNING

P.O.C.  
FOUND CUT "X"  
W 1/4 CORNER

PROPOSED  
10' WIDE UTILITY  
EASEMENT

WEST LINE OF  
THE SW 1/4

S 100TH ST.  
(PUBLIC R.O.W. VARIES)  
(P.C.C.)

PROPOSED  
LEASE AREA

SCHEDULE "B" 2  
ITEM 1 100' RR  
R.O.W.

PROPOSED  
TOWER CENTER

PROPOSED 30' WIDE  
ACCESS/UTILITY  
EASEMENT

SCHEDULE "B" 2 & 6  
ITEM 2 5' UTILITY  
EASEMENT PER PLAT

SCHEDULE "B" 2 & 6  
ITEM 2 8' UTILITY  
EASEMENT PER PLAT

### LEASE AREA & EASEMENTS

SCALE: 1" = 80'

### PROPOSED LEASE AREA LINE TABLE

LINE	DIRECTION	LENGTH
L1	S 39°43'13" W	62.00'
L2	N 50°16'47" W	62.00'
L3	N 39°43'13" E	62.00'
L4	S 50°16'47" E	62.00'

### PROPOSED 10'-0" UTILITY EASEMENT LINE TABLE

LINE	DIRECTION	LENGTH
L5	N 50°16'47" W	107.79'
L6	N 58°49'31" W	105.67'
L7	N 82°22'18" E	15.96'
L8	S 58°49'31" E	93.99'
L9	S 50°16'47" E	108.54'
L10	S 39°43'13" W	10.00'

### PROPOSED 30'-0" ACCESS/ UTILITY EASEMENT LINE TABLE

LINE	DIRECTION	LENGTH
L11	S 50°16'47" E	30.00'
L12	S 39°43'13" W	29.43'
L13	S 54°59'14" E	100.64'
L14	S 77°35'50" E	63.12'
L15	N 18°24'43" E	93.05'
L16	S 74°35'17" E	30.00'
L17	S 15°24'43" W	121.51'
L18	N 77°35'50" W	97.58'
L19	N 54°59'14" W	139.22'
L20	N 39°43'13" E	62.00'



7000 10th Street, Suite 200  
PROJECT NO: 16-02-48

DRAWN BY: JAP

CHECKED BY: JMD

0 10/18/2016 CLIENT REVIEW

1 12/21/16 FINALS

LA VISTA

10727  
CHANDLER RD.  
LA VISTA, NE 68128  
SARPY COUNTY  
SELF-SUPPORT

SHEET TITLE  
LEASE AREA &  
EASEMENTS

SHEET NUMBER  
C-13



