

LA VISTA CITY COUNCIL MEETING AGENDA

September 19, 2017

7:00 P.M.

Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd.

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act

All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the September 5, 2017 City Council Meeting
3. Monthly Financial Report – July 2017
4. Request for Payment – Thompson Dreessen & Dorner, Inc. – Professional Services – La Vista Phase 1 Golf Course Transformation – Proposed Lake Improvements - \$12,210.15
5. Request for Payment – Olsson Associates – Professional Services – La Vista City Centre Phase 1 Public Infrastructure - \$64,474.45
6. Request for Payment – Lamp Rynearson & Associates – Professional Services –Nebraska Multisports Complex - \$18,619.06
7. Request for Payment – Blade Masters Grounds Mntc, Inc. – Golf Course Transformation – Phase 1 Grading - \$129,085.05
8. Request for Payment – City of Omaha – Sewer Tract Connection Fees - \$41,450.40
9. Request for Payment – Sarpy County – Sewer Tract Connection Fees - \$27,665.00
10. Request for Payment – Sarpy County – Industrial Sewer Tract Connection Fees - \$271,683.50
11. Approve Manager Application – Class I Liquor License – SSL Operating Group dba Swizzle Stix Lounge – Glen P. Judevine
12. Resolution – Conditional Use Permit – Wells Fargo ATM Brentwood Square
13. Approval of Claims

- Reports from City Administrator and Department Heads

B. Resolution – Addendum to Interlocal Cooperation Agreement – IT Services

C. Resolution – Interlocal Agreement – Public Improvement Redevelopment Project Area – Phase 1B

D. Resolution – Interlocal Agreement – Creating the Sarpy County and Cities Wastewater Agency

E. Resolution – Advertisement for Bids – Pavement and Sewers - 84th Street Redevelopment Area Public Improvement Redevelopment Project

F. Resolution – Authorize Purchase – Thompson Creek Landscaping

G. Resolution – United Cities of Sarpy County – Lobbying Agreement

H. Resolution – Keno Lottery Operator Agreement – Administration

I. Executive Session – Litigation

- Comments from the Floor

- Comments from Mayor and Council

- Adjournment

The public is welcome and encouraged to attend all meetings. If special accommodations are required please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to five minutes. We ask for your cooperation in order to provide for an organized meeting.

MINUTE RECORD

A-2

No. 728 — REEDIE & COMPANY, INC. OMAHA E1310558LD

LA VISTA CITY COUNCIL MEETING September 5, 2017

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 September 5, 2017. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Deputy Director of Public Works Calentine, City Engineer Kottmann, City Planner Soiberg, Finance Director Miserez, Library Director Barcal and Assistant Recreation Director Karlson.

A notice of the meeting was given in advance thereof by publication in the Times on August 23, 2017. 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, led the audience in the Pledge of Allegiance, and made the announcements.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 15, 2017 CITY COUNCIL
MEETING
3. REQUEST FOR PAYMENT – THOMPSON DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$111.46
4. REQUEST FOR PAYMENT THOMPSON DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – BIG PAPIO CREEK SIPHON REPAIR - \$582.65
5. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL
SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS AND
OTHER WORKS - \$17,694.76
6. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA
VISTA CITY CENTRE PARKING FACILITIES - \$117,456.00
7. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL
SERVICES – LA VISTA 96" & BRENTWOOD TRAFFIC SIGNAL - \$10,798.23
8. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL
SERVICES – LA VISTA NEBRASKA MULTISPORT COMPLEX - \$2,824.19
9. RESOLUTION – CHANGE ORDER NO. 1 – PHASE 1 GRADING – GOLF
COURSE TRANSFORMATION

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH BLADE MASTERS GROUNDS MNTC, INC., BENNINGTON, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT DECREASING THE CONTRACT AMOUNT BY \$26,537.18.

WHEREAS, the City has determined it is necessary to make changes to provide for additions and deletions or work as per terms of the contract; and

WHEREAS, the FY17/18 Biennial Budget Capital Improvement Program provides funding for the project. The change order is a decrease from \$1,121,368.50 to 1,094,831.32 for a decreased amount of \$26,537.18.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with Blade Masters Grounds Mntc, Inc., Bennington, Nebraska, to provide for additions and deletions of work to the contract decreasing the contract amount by \$26,537.18.

MINUTE RECORD

September 5, 2017

No. 729 — REIDEL & COMPANY, INC. OMAHA E1310556LD

10. RESOLUTION – APPROVE PURCHASE – ICE CONTROL SALT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$58,125.00

WHEREAS, the City Council of the City of La Vista has determined that the purchase of ice control salt is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for this purchase; and

WHEREAS, the ice control salt is used by Public Works for winter operations; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska in an amount not to exceed \$58,125.00.

11. APPROVAL OF CLAIMS

4 SEASONS AWARDS, services	\$7.50
AA WHEEL & TRUCK SUPPLY INC, maint.	\$9.50
ACCO UNLIMITED CORP, services	\$94.50
ACTION BATTERIES, services	\$975.52
AKSARBEN GARAGE DOOR, bld&grnds	\$170.00
ALLIANCE FOR INNOVATION, services	\$225.00
AMERICAN PLANNING ASSOC, services	\$31.00
ANDERSON ELECTRIC, services	\$40.00
ANDERSON EXCAVATING CO, SERVICES	\$27,403.94
ANN TROE, services	\$980.00
A-RELIEF, services	\$266.22
ASHLEIGH D FUSON, services	\$587.50
ASPHALT & CONCRETE MATERIALS, maint.	\$965.36
ATLAS AWNING CO INC, services	\$400.00
BARONE SECURITY SYSTEMS, services	\$105.00
BAXTER CHRYSLER DODGE JEEP RAM, maint.	\$393.59
BAXTER FORD, maint.	\$197.15
BIG RIG TRUCK ACCESSORIES INC, maint.	\$500.00
BISHOP BUSINESS EQUIPMENT, services	\$1,754.79
BLACK HILLS ENERGY, utilities	\$1,814.91
BLADE MASTERS GROUNDS MNTNC, services	\$135,001.09
BOB'S RADIATOR REPAIR, maint.	\$352.00
BOOKPAGE, books	\$528.00
BRAD J EVERET, services	\$337.50
BUETHE, PAM, travel	\$149.80
BUILDERS SUPPLY CO, bld&grnds	\$254.40
CENTER POINT PUBLISHING, books	\$318.18
CENTURY LINK, phones	\$198.60
CHRIS MADDEN, services	\$1,125.00
CITY OF OMAHA, services	\$204,618.62
CITY OF PAPILLION PARKS/RECREATION, services	\$40.00
CITY OF PAPILLION, services	\$8,572.25
CJ HODGE, refund	\$235.00
CLASS C SOLUTIONS GROUP, maint.	\$268.38
CONSOLIDATED MANAGEMENT, services	\$127.02
CORNHUSKER STATE INDUSTRIES, services	\$4,854.00
COSGRAVE CO, services	\$104.50
COX COMMUNICATIONS, services	\$2.26
CULLIGAN OF OMAHA, services	\$21.00
CUMMINS CENTRAL POWER LLC, maint.	\$707.83

MINUTE RECORD

September 5, 2017

No. 729 — REEDFIELD & COMPANY, INC. OMAHA E1310556LD

DARE CATALOG, books	\$564.94
DIAMOND VOGEL PAINTS, bld&grds	\$637.79
DULTMEIER SALES & SERVICE, maint.	\$32.38
EDGEWEAR SCREEN PRINTING, apparel	\$699.00
EMBLEM INC, apparel	\$256.00
EXCHANGE BANK, services	\$307.58
EXPRESS DISTRIBUTION LLC, supplies	\$44.24
FIRST WIRELESS INC, phones	\$100.00
FOCUS PRINTING, services	\$208.00
GALE, books	\$395.09
GATEWAY COLLISION CENTER LLC, maint.	\$154.06
GCR TIRES & SERVICE, maint.	\$525.78
GENERAL FIRE & SAFETY, services	\$213.00
GILLOON, TIMOTHY DANIEL, services	\$150.00
H & H CHEVROLET, maint.	\$278.00
HANNAYA HEALING, services	\$220.00
HARBOR FREIGHT TOOLS, maint.	\$39.99
HARM'S CONCRETE INC, maint.	\$120.00
HEIMES CORP, maint.	\$274.80
HERITAGE CRYSTAL CLEAN LLC, services	\$437.25
HOCKENBERGS, supplies	\$75.72
HUMANITIES NE, services	\$100.00
HY-VEE INC, services	\$78.04
INDUSTRIAL SALES CO, services	\$447.93
INGRAM LIBRARY SERVICES, books	\$2,258.55
INTERNATIONAL CODE COUNCIL, services	\$135.00
JONES AUTOMOTIVE INC, services	\$1,163.45
KRIHA FLUID POWER CO, maint.	\$138.35
KRUEGER, JOSEPH, services	\$600.00
LEAGUE OF NE MUNICIPALITIES, services	\$43,736.00
LIGHT AND SIREN, services	\$350.00
LOGAN CONTRACTORS SUPPLY, maint.	\$962.25
LOU'S SPORTING GOODS, supplies	\$630.00
LOVELAND GRASS PAD, maint.	\$392.42
LUKASIEWICZ, BRIAN, supplies	\$230.00
MANPOWER, services	\$2,773.98
MARCO INC, services	\$192.32
MARK WAYNE CONSULTING, services	\$1,170.00
MAX I WALKER UNIFORM RENTAL, services	\$1,210.24
MENARDS-RALSTON, bld&grnds	\$355.52
MID CON SYSTEMS INC, supplies	\$630.10
MIDLANDS LIGHTING & ELECTRIC, services	\$395.62
MIDWEST TAPE, media	\$351.06
MIDWEST TURF & IRRIGATION, maint.	\$17.19
MOFFITT, CHASE, services	\$250.00
MONARCH OIL INC, maint.	\$395.50
MUD, utilities	\$14,568.78
NMC EXCHANGE LLC, services	\$51,613.20
NOELLE LAMOREUX, services	\$320.00
NUTS AND BOLTS INC, maint.	\$0.48
OCLC INC, services	\$149.77
ODEY'S INC, services	\$2,734.74
OFFICE DEPOT INC, supplies	\$637.40
OMAHA WORLD-HERALD, services	\$1,805.60
OMNIGRAPHICS INC, books	\$223.40
ONE CALL CONCEPTS INC, services	\$298.59
O'REILLY AUTOMOTIVE STORES, maint.	\$313.20
ORIENTAL TRADING CO, supplies	\$295.60
PAPILLION LA VISTA SCHOOL FNDTN, services	\$525.00
PAPILLION TIRE INC, maint.	\$87.67

MINUTE RECORD

September 5, 2017

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

PAYLESS OFFICE PRODUCTS INC, supplies	\$279.74
PEPSI COLA CO, supplies	\$249.70
PHAM, RACHEL THUY LINH, services	\$160.00
PITNEY BOWES, services	\$991.00
PLAINS EQUIPMENT GROUP, maint.	\$365.24
POWER DMS INC, services	\$5,017.50
QUALITY AUTO REPAIR & TOWING, services	\$160.00
RALSTON AREA BASEBALL ASSN, services	\$2,210.00
READY MIXED CONCRETE CO, maint.	\$3,517.24
RECORDED BOOKS, LLC, media	\$750.00
REDFIELD & CO, supplies	\$471.67
RETRIEVEX, services	\$151.49
ROBERT FINOCHIARO, refund	\$115.00
ROBERT S LAUSTEN JR, services	\$320.00
ROWMAN & LITTLEFIELD PUBLISHING CO, books	\$46.22
RYAN KIECKHAFER, refund	\$580.00
SALEM PRESS, books	\$1,152.00
SAPP BROS PETROLEUM INC, services	\$382.57
SCHAFFER MANUFACTURING CO, maint.	\$612.67
SCHEMMER ASSOCIATES INC, services	\$4,942.78
SHAMROCK CONCRETE CO, maint.	\$1,215.89
SHEPPARD'S BUSINESS INTERIORS, services	\$4,461.14
SIRCHIE FINGER PRINT LABS, services	\$319.01
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$574.77
STEVENS REAL ESTATE, services	\$2,500.00
STOLTENBERG NURSERIES, services	\$176.00
SUCCESS ENTERPRISES, services	\$1,500.00
SUPERIOR SPA & POOL, supplies	\$8.99
SWAN ENGINEERING LLC, maint.	\$9.76
TED'S MOWER SALES, services	\$1,419.98
THERMO KING CHRISTENSEN, maint.	\$217.56
THREE RIVERS LIBRARY SYSTEM, services	\$10.00
TROUT, DONNA L, services	\$250.00
VERIZON WIRELESS, phones	\$128.84
VIERREGGER ELECTRIC CO, services	\$13,880.00
WAL-MART, supplies	\$1,519.72
WICK'S STERLING TRUCKS INC, maint.	\$46.84

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Crawford reviewed the bills and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe asked the Council to consider rescheduling the November 7th meeting due to a scheduling conflict. Council will consider and respond at the September 19th meeting.

Police Chief Lausten advised Council that officers will now carry Narcon in each cruiser in the event of exposure to Phentenol which is extremely toxic. 10-12 kits will cost \$600-700 per year.

Deputy Director of Public Works Calentine reported Public Works has met with FEMA regarding the storm on June 16, 2017.

MINUTE RECORD

September 5, 2017

No. 729 — REEDIE & COMPANY, INC., OMAHA E131058GLD

B. AMEND FISCAL YEARS 17 AND 18 MUNICIPAL BUDGET ADOPTED 9/6/2016 FOR CHANGES TO FISCAL YEAR 18

1. APPROPRIATIONS ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1312 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1289 AND THE BIENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2017 AND ENDING ON SEPTEMBER 30, 2018, AND SPECIFICALLY TO AMEND AMOUNTS APPROPRIATED FOR THE SECOND YEAR OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1312. Councilmember Hale seconded the motion to approve final reading with the amendment and adopt Ordinance 1312. The Mayor then stated the question, "Shall Ordinance No. 1312 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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.

2. MASTER FEE ORDINANCE – FINAL READING

City Clerk Buethe read Ordinance No. 1313 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1311, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Thomas made a motion to approve final reading and adopt Ordinance 1313. Councilmember Hale seconded the motion to approve final reading and adopt Ordinance 1313. The Mayor then stated the question, "Shall Ordinance No. 1313 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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.

MINUTE RECORD

September 5, 2017

No. 729 — REEDIE & COMPANY, INC. OMAHA E1310558LD

3. SETTING THE PROPERTY TAX LEVY

a. PUBLIC HEARING

At 7:09 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on setting the property tax levy.

At 7:09 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

b. RESOLUTION

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 17-102 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUESTS FOR FISCAL YEAR 18.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Mayor and City Council of the City of La Vista passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City of La Vista that the property tax request for fiscal year 18 be a different amount than the property tax request for the prior year.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, by a majority vote, hereby resolve that:

The FY18 property tax requests be set at \$8,232,522.00 which would require a mill levy of \$0.55.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$6,136,971.00 (\$0.41 mill levy)

Bond Fund - \$2,095,551.00 (\$0.14 mill levy)

A copy of this resolution be certified and forwarded to the County Clerk prior to October 12, 2017.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. ORDINANCE – AMEND THE COMPENSATION ORDINANCE

Councilmember Sheehan introduced Ordinance No. 1315 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITHE; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

MINUTE RECORD

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No. 729 ~ REEDFIELD & COMPANY, INC. OMAHA, NE 6810558LD

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1315 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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.

D. RESOLUTION – AMENDMENT TO COMMERCIAL SUBDIVISION AGREEMENT – WOODHOUSE PLACE

Councilmember Sell introduced and moved for the adoption of Resolution No.17-103 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE COMMERCIAL SUBDIVISION AGREEMENT FOR WOODHOUSE PLACE IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, the City Council did on April 4, 2017, approve the Commercial Subdivision Agreement for Woodhouse Place; and

WHEREAS, the City has proposed an amendment to Section 15 of the agreement relating to the ownership and maintenance of public storm and sanitary sewers in the subdivision; and

NOW THEREFORE, BE IT RESOLVED, that an Amendment to the Commercial Subdivision Agreement presented at the September 5, 2017, City Council meeting for Woodhouse Place be, and hereby is approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City, subject to any additions, subtractions, or revisions thereto that the City Administrator and City Attorney may determine necessary or appropriate.

Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

E. RESOLUTION – AUTHORIZE PURCHASE – PLAYGROUND SURFACING FOR VAL VERDE PARK

Councilmember Sell introduced and moved for the adoption of Resolution No.17-104 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF RUBBER TILE PLAYGROUND SURFACING FOR VAL VERDE PARK FROM CROUCH RECREATION, OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$35,147.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of rubber tile playground surfacing for Val Verde Park is necessary, and

WHEREAS, the FY17 Lottery Fund Budget provides funding for the proposed purchase, and

WHEREAS, Crouch Recreation is the only vendor that allows the City to purchase the tiles, do the certification training and install the tile surfacing in-house; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of rubber tile playground surfacing for Val Verde Park from Crouch Recreation, Omaha Nebraska in an amount not to exceed \$35,147.

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No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

Seconded by Councilmember Thomas. Councilmember Sell asked about the expected lifespan. Deputy Director of Public Works Calentine said he will verify with the vendor and follow-up with Council. Councilmember Sheehan asked if this was the total cost. Deputy Public Works Director Calentine stated that it is as Public Works will install the product, the training to do so is included in the cost of purchase. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

F. RESOLUTION - APPROVE AGREEMENT - NDOT – STATE HWY N-85 RESURFACING (84TH STREET)

Councilmember Hale introduced and moved for the adoption of Resolution No.17-105 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) THAT PROVIDES FOR PAVEMENT REPAIRS AND RESURFACING OF STATE HIGHWAY N-85 (84TH STREET).

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined pavement repairs and resurfacing of State Highway N-85 (84th Street) is necessary; and

WHEREAS, on August 2, 2017 the City Council on behalf of the City of La Vista approved a professional services agreement with Olsson Associates to provide the design services needed for this project; and

WHEREAS, The FY17/18 Biennial Budget Capital Improvement Program provides funding for this project; and

WHEREAS, The NDOT agrees to pay for all construction costs of the improvements for the four (4) through lanes on N-85; 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 expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the execution of an agreement with Nebraska Department of Transportation (NDOT) that provides for pavement repairs and resurfacing of State Highway N-85 (84th Street).

Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

G. RESOLUTION – AWARD CONTRACT – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT - PHASE 1B PAVEMENT & SEWERS

Councilmember Hale introduced and moved for the adoption of Resolution No.17-106 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO KSI CONSTRUCTION, INC. OF OMAHA NEBRASKA FOR CONSTRUCTION OF PHASE 1B PAVEMENT & SEWERS FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84TH STREET REDEVELOPMENT AREA, IN AN AMOUNT NOT TO EXCEED \$314,544.02.

WHEREAS, the Mayor and Council have determined that pavement and sewer construction in the 84th street redevelopment area is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding in the Capital Improvement Program for the proposed project; and

WHEREAS, Bids were accepted on July 26, 2017 at which time one (1) bid was received which was over the Engineer's estimate bids were rejected on August 15, 2017, and

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No. 729 — REEDIE & COMPANY, INC. OMAHA E1810556LD

WHEREAS, KSI Construction, INC. was contacted and provided a bid at a significantly lower cost, and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures 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 award a contract to KSI Construction Inc., Omaha, Nebraska for construction of Phase 1B pavement and sewers for the public improvement redevelopment project in the 84th Street redevelopment area, in an amount not to exceed \$314,544.02.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

H. RESOLUTION – AMEND CONTRACT – EASTERN NEBRASKA OFFICE ON AGING

Councilmember Quick introduced and moved for the adoption of Resolution No.17-107 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program; and

WHEREAS, a contract is currently in place with the Eastern Nebraska Office on Aging to provide a nutrition program through June of 2018; and

WHEREAS, the Eastern Nebraska Office on Aging has proposed an amendment to said contract to expand the program from three days per week to five days per week.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby are, authorized to execute an amendment to the agreement with the Eastern Nebraska Office on Aging to expand the nutrition program from three days per week to five days per week.

Seconded by Councilmember Sell. Councilmember Quick asked who will be supplying the food. Assistant Director of Recreation Karlson stated Treat America through ENOA will be handling this. Councilmember Quick asked if the payments would be spread throughout the year. Assistant Director of Recreation Karlson stated yes, in equal payments. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Hale and Sell. Nays: None. Abstain: Crawford. Absent: None. Motion carried.

I. RESOLUTION - AMEND MUNICIPAL RETIREMENT PLAN – CITY ADMINISTRATOR

Councilmember Hale introduced and moved for the adoption of Resolution No.17-108 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE CITY OF LA VISTA CITY ADMINISTRATORS' DEFINED CONTRIBUTION PENSION PLAN AND TRUST, AND TO AUTHORIZE FURTHER ACTIONS.

BE IT RESOLVED:

SECTION 1. Pursuant to Nebraska Statutes, Section 19-3501, the Mayor and Council of the City of La Vista maintain the City of La Vista City Administrators' Defined Contribution Pension Plan and Trust, embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various prior amendments ("Plan").

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No. 729 — REDFIELD & COMPANY, INC., OMAHA, E1310556LD

SECTION 2. The City desires to amend the Plan, including the adoption agreement and basic plan document, as provided in the Plan Amendment presented at this meeting ("Plan Amendment").

SECTION 3. The City does hereby approve and adopt said Plan Amendment, effective as of the date(s) specified therein. Except for the changes made in the Plan Amendment, the Plan shall remain in effect as previously adopted.

SECTION 4. That the Mayor or his designee is authorized to execute said Plan Amendment on behalf of the City, and the City Administrator or her designee is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this resolution or the City Administrator or her designee otherwise determines necessary or advisable, to cause said Plan Amendment to be submitted, together with such supporting documents and data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Plan Amendment or any other plan documents and take such further actions as the City Administrator or her designee determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan. The Mayor or his designee further is authorized to take all actions on behalf of the City as the Mayor or his designee determines necessary or appropriate to implement or carry out the Plan Amendment or Resolution, including without limitation entering and executing any contracts or contract amendments or other agreements, amendments, documents, or instruments to implement, carry out, or conform with the Plan Amendment or this Resolution.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

J. STRATEGIC PLANNING – REPORT & RECOMMENDATIONS

City Administrator Gunn presented the Strategic Plan and asked for input on things Mayor and Council liked or disliked. Discussion was held on the area of rebranding.

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item K. Executive Session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

K. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 7:30 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:39 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor and Council.

MINUTE RECORD

September 5, 2017

No. 728 — REEDFIELD & COMPANY, INC., OMAHA E1310558LD

At 7:40 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
REVENUES					
General Fund	\$ 15,800,755	\$ 1,005,063	\$ 10,992,402	\$ (4,808,353)	70%
Sewer Fund	4,160,873	324,987	2,992,319	(1,168,554)	72%
Debt Service Fund	5,041,969	309,323	3,136,923	(1,905,046)	62%
Lottery Fund	1,394,657	98,678	1,070,835	(323,822)	77%
Golf Fund	-	-	1,869	1,869	0%
Economic Development Fund	17,027,331	-	889,930	(16,137,401)	5%
Off Street Parking Fund	514	-	25	(489)	5%
Redevelopment Fund	2,198,762	180,491	1,512,862	(685,900)	69%
Total Revenues	45,624,861	1,918,542	20,597,165	(25,027,696)	45%
EXPENDITURES					
General Fund	15,759,564	1,349,537	12,397,005	(3,362,559)	79%
Sewer Fund	3,787,942	260,183	2,450,219	(1,337,723)	65%
Debt Service Fund	3,942,953	1,044,457	3,589,107	(353,846)	91%
Lottery Fund	709,076	38,308	500,191	(208,885)	71%
Golf Fund	-	-	6,199	6,199	0%
Economic Development Fund	2,005,741	-	1,996,241	(9,500)	100%
Off Street Parking Fund	595,619	2,516	574,570	(21,049)	96%
Redevelopment Fund	11,476,229	13,975	265,112	(11,211,117)	2%
Total Expenditures	38,277,124	2,708,977	21,778,643	(16,498,481)	57%
REVENUES NET OF EXPENDITURES					
General Fund	41,191	(344,475)	(1,404,602)	(1,445,793)	
Sewer Fund	372,931	64,803	542,100	169,169	
Debt Service Fund	1,099,016	(735,134)	(452,185)	(1,551,201)	
Lottery Fund	685,581	60,371	570,644	(114,937)	
Golf Fund	-	-	(4,330)	(4,330)	
Economic Development Fund	15,021,590	-	(1,106,311)	(16,127,901)	
Off Street Parking Fund	(595,105)	(2,516)	(574,545)	20,560	
Redevelopment Fund	(9,277,467)	166,516	1,247,751	10,525,218	
Revenues Net of Expenditures	7,347,737	(790,434)	(1,181,478)	(8,529,215)	
Capital Improvement Program Fund					
REVENUES	136,617	-	31	(136,586)	0%
EXPENDITURES	17,141,700	286,674	7,112,922	(10,028,778)	41%
REVENUES NET OF EXPENDITURES	(17,005,083)	(286,674)	(7,112,891)	9,892,192	
TRANSFERS IN & BOND PROCEEDS	17,005,200	695,673	7,281,264	(9,723,936)	43%
Net Activity	117	408,999	168,373	168,256	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>TRANSFERS IN & BOND PROCEEDS</u>					
General Fund	90,675	-	60,000	(30,675)	66%
Sewer Fund	-	-	-	-	-
Debt Service Fund	10,000,000	-	-	(10,000,000)	0%
Capital Improvement Program Fund	17,005,200	695,673	7,281,264	(9,723,936)	43%
Lottery Fund	170,843	(114)	223,135	52,292	131%
Golf Fund	-	-	-	-	-
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	25,841	439,841	(150,159)	75%
Redevelopment Fund	<u>13,100,170</u>	<u>-</u>	<u>-</u>	<u>(13,100,170)</u>	<u>0%</u>
Transfers In	<u><u>41,756,888</u></u>	<u><u>721,400</u></u>	<u><u>8,804,240</u></u>	<u><u>(32,952,648)</u></u>	<u><u>21%</u></u>
<u>TRANSFERS OUT</u>					
General Fund	(1,456,500)	(25,841)	(1,277,882)	178,618	88%
Sewer Fund	-	-	(512)	(512)	-
Debt Service Fund	(7,661,200)	580,377	(497,022)	7,164,178	6%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(720,675)	(103,185)	(493,337)	227,338	68%
Golf Fund	(170,843)	114	(223,135)	(52,292)	131%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	<u>(8,647,500)</u>	<u>(1,172,865)</u>	<u>(6,312,352)</u>	<u>2,335,148</u>	<u>73%</u>
Transfers Out	<u><u>(18,656,718)</u></u>	<u><u>(721,400)</u></u>	<u><u>(8,804,240)</u></u>	<u><u>9,852,478</u></u>	<u><u>47%</u></u>
<u>NET TRANSFERS & BOND PROCEEDS</u>					
General Fund	(1,365,825)	(25,841)	(1,217,882)	147,943	89%
Sewer Fund	-	-	(512)	(512)	-
Debt Service Fund	2,338,800	580,377	(497,022)	(2,835,822)	-
Capital Improvement Program Fund	17,005,200	695,673	7,281,264	(9,723,936)	43%
Lottery Fund	(549,832)	(103,299)	(270,202)	279,630	49%
Golf Fund	(170,843)	114	(223,135)	(52,292)	131%
Economic Development Fund	800,000	-	800,000	-	100%
Off Street Parking Fund	590,000	25,841	439,841	(150,159)	75%
Redevelopment Fund	<u>4,452,670</u>	<u>(1,172,865)</u>	<u>(6,312,352)</u>	<u>(10,765,022)</u>	<u>-</u>
Bond Proceeds	<u><u>23,100,170</u></u>	<u><u>(0)</u></u>	<u><u>-</u></u>	<u><u>(23,100,170)</u></u>	<u><u>-</u></u>
<u>NET FUND ACTIVITY</u>					
General Fund	(1,324,634)	(370,316)	(2,622,485)	(1,297,851)	-
Sewer Fund	372,931	64,803	541,588	168,657	-
Debt Service Fund	3,437,816	(154,757)	(949,207)	(4,387,023)	-
Capital Improvement Program Fund	117	408,999	168,373	168,256	-
Lottery Fund	135,749	(42,929)	300,441	164,692	-
Golf Fund	(170,843)	114	(227,464)	(56,621)	-
Economic Development Fund	15,821,590	-	(306,311)	(16,127,901)	-
Off Street Parking Fund	(5,105)	23,325	(134,703)	(129,598)	-
Redevelopment Fund	<u>(4,824,797)</u>	<u>(1,006,348)</u>	<u>(5,064,601)</u>	<u>(239,804)</u>	<u>-</u>
Net Activity	<u><u>\$ 13,442,824</u></u>	<u><u>\$ (1,077,109)</u></u>	<u><u>\$ (8,294,369)</u></u>	<u><u>\$ (21,737,193)</u></u>	<u><u>-</u></u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>General Fund</u>					<u>% of budget Used</u>
	<u>Budget (12 month)</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>		
REVENUES						
Property Taxes	\$ 6,213,792	\$ 159,721	\$ 3,854,713	\$ (2,359,079)		62%
Sales and use taxes	4,349,841	359,089	3,002,223	(1,347,618)		69%
Payments in Lieu of taxes	275,000	-	260,206	(14,794)		95%
State revenue	1,663,713	165,341	1,409,206	(254,507)		85%
Occupation and franchise taxes	1,049,200	91,424	811,300	(237,900)		77%
Hotel Occupation Tax	950,000	125,814	768,755	(181,245)		81%
Licenses and permits	537,536	28,591	299,689	(237,847)		56%
Interest income	26,594	430	16,626	(9,968)		63%
Recreation fees	159,730	35,199	148,270	(11,460)		93%
Special Services	23,175	1,853	19,561	(3,614)		84%
Grant Income	258,945	1,980	99,843	(159,102)		39%
Other	293,229	35,622	302,010	8,781		103%
Total Revenues	15,800,755	1,005,063	10,992,402	(4,808,353)		70%
EXPENDITURES						
Current:						
Administrative Services	599,146	36,276	463,922	(135,224)		77%
Mayor and Council	231,537	14,177	160,559	(70,978)		69%
Boards & Commissions	9,934	43	4,134	(5,800)		42%
Public Buildings & Grounds	528,515	27,279	313,414	(215,101)		59%
Administration	540,122	41,408	436,263	(103,859)		81%
Police and Animal Control	4,331,296	316,140	3,547,293	(784,003)		82%
Fire	1,918,317	152,874	1,687,170	(231,147)		88%
Community Development	613,192	67,600	495,542	(117,650)		81%
Public Works	3,529,463	263,580	2,644,922	(884,541)		75%
Recreation	775,013	81,512	569,869	(205,144)		74%
Library	802,913	52,599	604,620	(198,293)		75%
Information Technology	231,478	4,423	190,659	(40,819)		82%
Human Resources	828,425	45,000	550,198	(278,227)		66%
Public Transportation	96,014	7,064	59,477	(36,537)		62%
Capital outlay	724,199	239,562	668,963	(55,236)		92%
Total Expenditures	15,759,564	1,349,537	12,397,005	(3,362,559)		79%
REVENUES NET OF EXPENDITURES	41,191	(344,475)	(1,404,602)	(1,445,793)		
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)	90,675	-	60,000	(30,675)		66%
Operating transfers out (EDF, OSP, CIP)	(1,456,500)	(25,841)	(1,277,882)	178,618		88%
Bond/registered warrant proceeds	-	-	-	-		0%
Total other Financing Sources (Uses)	(1,365,825)	(25,841)	(1,217,882)	147,943		89%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES						
	\$ (1,324,634)	\$ (370,316)	\$ (2,622,485)	\$ (1,297,851)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Sewer Fund</u>					<u>% of Budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>		
<u>REVENUES</u>						
User fees	\$ 4,033,536	\$ 288,440	\$ 2,811,371	\$ (1,222,165)		70%
Service charge and hook-up fees	101,282	36,531	169,785	68,503		168%
Grant Income	22,918	-	10,046	(12,872)		44%
Miscellaneous	450	(4)	117	(333)		26%
Total Revenues	4,158,186	324,967	2,991,319	(1,166,867)		72%
<u>EXPENDITURES</u>						
General & Administrative	604,748	39,511	454,222	(150,526)		75%
Maintenance	3,044,914	220,372	1,939,519	(1,105,395)		64%
Storm Water Grant	58,500	300	15,115	(43,385)		26%
Capital Outlay	79,780	-	41,363	(38,417)		52%
Total Expenditures	3,787,942	260,183	2,450,219	(1,337,723)		65%
OPERATING INCOME (LOSS)	370,244	64,784	541,100	170,856		
NON-OPERATING REVENUE (EXPENSE)						
Interest income	2,687	20	1,000	(1,687)		37%
	2,687	20	1,000	(1,687)		37%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	372,931	64,803	542,100	169,169		
OTHER FINANCING SOURCES (USES)						
Operating transfers out (CIP)	-	-	(512)	(512)		0%
NET INCOME (LOSS)	\$ 372,931	\$ 64,803	\$ 541,588	\$ 168,657		

Note: City of Omaha billing (Maintenance Expense) in arrears for June and July, approximately \$300,000.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Debt Service Fund</u>				<u>% of budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<u>REVENUES</u>					
Property Taxes	\$ 1,989,954	\$ 41,161	\$ 1,189,192	\$ (800,762)	60%
Sales and use taxes	2,174,920	179,544	1,501,112	(673,808)	69%
Payments in Lieu of taxes	15,000	-	88,851	73,851	592%
Interest income	11,087	949	7,084	(4,003)	64%
Other (Special Assessments; Fire Reimbursmnt)	851,008	87,668	350,684	(500,324)	41%
Total Revenues	5,041,969	309,323	3,136,923	(1,905,046)	62%
<u>EXPENDITURES</u>					
Current:					
Administration	90,000	321	17,508	(72,492)	19%
Fire Contract Bond	300,056	25,005	250,050	(50,006)	83%
Debt service					
Principal	2,780,000	965,000	2,780,000	-	100%
Interest	772,897	54,131	541,550	(231,348)	70%
Total Expenditures	3,942,953	1,044,457	3,589,107	(353,846)	91%
REVENUES NET OF EXPENDITURES	1,099,016	(735,134)	(452,185)	(1,551,201)	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Bond)	-	-	-	-	0%
Operating transfers out (CIP)	(7,661,200)	580,377	(497,022)	7,164,178	6%
Bond/registered warrant proceeds	10,000,000	-	-	(10,000,000)	0%
Total other Financing Sources (Uses)	2,338,800	580,377	(497,022)	(2,835,822)	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 3,437,816	\$ (154,757)	\$ (949,207)	\$ (4,387,023)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Capital Fund</u>				<u>% of budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	
<u>REVENUES</u>					
Interest income	\$ 117	\$ -	\$ 31	\$ (86)	26%
Grant Income		-	-	-	0%
Interagency	136,500	-	-	(136,500)	0%
Total Revenues	136,617	-	31	(136,586)	0%
<u>EXPENDITURES</u>					
Current:					
Capital outlay	17,141,700	286,674	7,112,922	(10,028,778)	41%
Total Expenditures	17,141,700	286,674	7,112,922	(10,028,778)	41%
REVENUES NET OF EXPENDITURES	(17,005,083)	(286,674)	(7,112,891)	9,892,192	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	17,005,200	695,673	7,281,264	(9,723,936)	43%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Total other Financing Sources (Uses)	17,005,200	695,673	7,281,264	(9,723,936)	43%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 117	\$ 408,999	\$ 168,373	\$ 168,256	

Note: Operating transfers in and expenditures include land purchase of \$4,265,102.

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Lottery Fund</u>					<u>% of budget Used</u>
	<u>Budget (12 month)</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>		
<u>REVENUES</u>						
Lottery Rev/Community Betterment	\$ 1,000,000	\$ 70,543	\$ 744,247	\$ (255,753)	74%	
Lottery Tax Form 51	360,000	28,099	297,594	(62,406)	83%	
Event Revenue	25,700	-	26,503	803	103%	
Interest income	8,957	37	2,490	(6,467)	28%	
Miscellaneous / Other	-	-	-	-	0%	
Total Revenues	1,394,657	98,678	1,070,835	(323,822)	77%	
<u>EXPENDITURES</u>						
Current:						
Professional Services	246,466	9,308	134,208	(112,258)	54%	
Salute to Summer	29,900	251	20,079	(9,821)	67%	
Community Events	9,090	168	8,642	(448)	95%	
Events - Marketing	26,600	(2,906)	22,999	(3,601)	86%	
Recreation Events	9,400	2,710	4,205	(5,195)	45%	
Concert & Movie Nights	10,200	678	6,650	(3,550)	65%	
Travel & Training	13,420	-	5,814	(7,606)	43%	
State Taxes	360,000	28,099	297,594	(62,406)	83%	
Other	-	-	-	-	0%	
Capital outlay	4,000	-	-	(4,000)	0%	
Total Expenditures	709,076	38,308	500,191	(208,885)	71%	
REVENUES NET OF EXPENDITURES	685,581	60,371	570,644	(114,937)		
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in	170,843	(114)	223,135	52,292	131%	
Operating transfers out	(720,675)	(103,185)	(493,337)	227,338	68%	
Bond/registered warrant proceeds	-	-	-	-		
Total other Financing Sources (Uses)	(549,832)	(103,299)	(270,202)	279,630	49%	
<u>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</u>						
	\$ 135,749	\$ (42,929)	\$ 300,441	\$ 164,692		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Golf Course Fund</u>					<u>% of Budget Used</u>
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>		
<u>REVENUES</u>						
Greens Fees	\$ -	\$ -	\$ 759	\$ 759		0%
Carts		-	250	250		0%
Concessions		-	607	607		0%
Total Golf Proceeds	-	-	1,616	1,616		0%
Pro-Shop Merchandise		-	25	25		0%
Fee Income		-	76	76		0%
Miscellaneous		-	-	-		0%
Total Other Revenue	-	-	101	101		0%
Total Revenue	-	-	1,717	1,717		0%
<u>EXPENDITURES</u>						
General & Administrative		-	5,227	5,227		0%
Cost of merchandise sold		-	-	-		0%
Maintenance		-	972	972		0%
Capital Outlay		-	-	-		0%
Total Expenditures	-	-	6,199	6,199		0%
OPERATING INCOME (LOSS)	-	-	(4,482)	(4,482)		
NON-OPERATING REVENUE (EXPENSE)						
Interest income		-	152	152		0%
INCOME (LOSS) BEFORE OPERATING TRANSFERS	-	-	152	152		0%
OTHER FINANCING SOURCES (USES)						
Operating transfers in (Lottery)		-	-	-		0%
Operating transfers out (Lottery)		(170,843)	114	(223,135)	(52,292)	131%
NET INCOME (LOSS)	\$ (170,843)	\$ 114	\$ (227,464)	\$ (56,621)		

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Economic Development</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
JQH Payment	16,997,264	-	889,930	(16,107,334)	5%
Interest income	30,067	-	-	(30,067)	0%
Total Revenues	17,027,331	-	889,930	(16,137,401)	5%
<u>EXPENDITURES</u>					
Current:					
Community Development	"	-	-	-	0%
Professional Services	10,000	-	500	(9,500)	5%
Debt service: (Warrants)					0%
Principal	730,000	-	730,000	-	100%
Interest	1,265,741	-	1,265,741	-	100%
Total Expenditures	2,005,741	-	1,996,241	(9,500)	100%
REVENUES NET OF EXPENDITURES	15,021,590	-	(1,106,311)	(16,127,901)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	800,000	-	800,000	-	100%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds					0%
Total other Financing Sources (Uses)	800,000	-	800,000	-	100%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ 15,821,590	\$ -	\$ (306,311)	\$ (16,127,901)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Off Street Parking</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Interest income	514	-	25	(489)	5%
Total Revenues	514	-	25	(489)	5%
<u>EXPENDITURES</u>					
Current:					
General & Administrative	20,116	2,516	11,364	(8,752)	56%
Professional Services		-	-	-	0%
Maintenance	19,500	-	7,203	(12,297)	37%
Debt service: (Warrants)					
Principal	475,000	-	475,000	-	100%
Interest	81,003	-	81,003	(1)	100%
Total Expenditures	595,619	2,516	574,570	(21,049)	96%
REVENUES NET OF EXPENDITURES	(595,105)	(2,516)	(574,545)	20,560	
OTHER FINANCING SOURCES (USES)					
Operating transfers in	590,000	25,841	439,841	(150,159)	75%
Operating transfers out		-	-	-	0%
Bond/registered warrant proceeds		-	-	-	0%
Total other Financing Sources (Uses)	590,000	25,841	439,841	(150,159)	75%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (5,105)	\$ 23,325	\$ (134,703)	\$ (129,598)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the ten months ending July 31, 2017
83% of the Fiscal Year 2017

<u>Preliminary</u>	<u>Redevelopment Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Sales and use taxes	2,174,920	179,544	1,501,112	(673,808)	69%
Interest income	23,842	947	11,751	(12,091)	49%
Total Revenues	2,198,762	180,491	1,512,862	(685,900)	69%
<u>EXPENDITURES</u>					
Current:					
Community Development	-	-	-	-	0%
Professional Services	102,000	2,442	77,340	(24,660)	76%
Financial / Legal Fees	50,000	11,534	129,516	79,516	259%
Debt service: (Warrants)					
Principal	11,210,000	-	-	(11,210,000)	0%
Interest	114,229	-	58,256	(55,973)	51%
Total Expenditures	11,476,229	13,975	265,112	(11,211,117)	2%
REVENUES NET OF EXPENDITURES	(9,277,467)	166,516	1,247,751	10,525,218	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in					0%
Operating transfers out	(8,647,500)	(1,172,865)	(6,312,353)	2,335,147	73%
Bond/registered warrant proceeds	13,100,170	-	-	(13,100,170)	0%
Total other Financing Sources (Uses)	4,452,670	(1,172,865)	(6,312,353)	(10,765,023)	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES					
	\$ (4,824,797)	\$ (1,006,348)	\$ (5,064,602)	\$ (239,805)	

Note: Operating transfers out include land purchase of \$4,265,102.



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

A-4
INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 122266
Date 08/23/2017

Project 0171-417 LA VISTA PHASE 1 GOLF
COURSE TRANSFORMATION -
PROPOSED LAKE IMPROVEMENTS

Professional Services from July 10, 2017 through August 13, 2017

PO #17-0089

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	8,293.70	8,550.05	3,156.25
Construction Administration	4,000.00	3,670.01	0.00	329.99
Construction Observation	5,000.00	2,075.90	2,551.35	372.75
Construction Testing/Geotechnical Observation	120,000.00	11,284.65	102,225.69	6,489.66
Erosion Control Monitoring and Reporting Services	7,500.00	2,176.90	4,737.00	586.10
Grading "As-Built" Drawings	3,500.00	0.00	3,500.00	0.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,428.95	571.05	0.00
Construction Phase Progress Meeting Attendance	7,500.00	2,266.15	3,958.45	1,275.40
Total	173,000.00	34,696.26	126,093.59	12,210.15

Invoice total 12,210.15

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
122266	08/23/2017	12,210.15	12,210.15				
	Total	12,210.15	12,210.15	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

O.K. to pay
JMK 8-5-2017
05.71.0916.003

Consent Agenda 9/19/17

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

August 21, 2017

Invoice No: 283609

Invoice Total \$64,474.45

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

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered June 11, 2017 through August 5, 2017 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017 and Amendment #2 dated July 21, 2017.

NTP: 12.06.16

City of La Vista Project No. CD-17-008

Phase 100 Due Diligence

Labor

	Hours	Rate	Amount
Principal Survey	.50	112.00	56.00
	10.25	140.00	1,435.00
Totals	10.75		1,491.00
Total Labor			1,491.00
			Total this Phase
			\$1,491.00

Phase 200 Phase 1 Infrastructure Design Including Amendment 2

Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	15.25	176.00	2,684.00
Galley, Eric	11.50	176.00	2,024.00
Olsen, Jon	10.00	176.00	1,760.00
Petersen, Kellen	9.00	185.00	1,665.00
Underwood, James	38.50	185.00	7,122.50
Assistant Professional			
Collingsworth, Cameron	28.00	106.00	2,968.00
Golka, Michael	98.75	106.00	10,467.50
Luchtel, Michael	58.50	88.00	5,148.00

Project	B16-0546	La Vista NE City Centre Phase 1 Public			Invoice	283609
	Niewohner, Philip	60.00	88.00	5,280.00		
	Sater, David	6.50	88.00	572.00		
CAD Operator						
	Gibbs, Mark	4.25	48.00	204.00		
	Ostrander, Sarah	68.50	48.00	3,288.00		
	Turek, Zachary	102.00	48.00	4,896.00		
	Turek, Zachary	23.00	58.00	1,334.00		
Administrative/Clerical						
	Zablocki, Stacy	4.50	73.00	328.50		
	Totals	538.25		49,741.50		
	Total Labor			49,741.50		
			Total this Phase	\$49,741.50		

Phase 300 Project Management Including Amendment 2

Labor

		Hours	Rate	Amount
Principal				
	Egelhoff, Anthony	19.00	176.00	3,344.00
	Galley, Eric	7.00	176.00	1,232.00
Assistant Professional				
	Golka, Michael	.50	106.00	53.00
	Totals	26.50		4,629.00
	Total Labor			4,629.00
			Total this Phase	\$4,629.00

Phase 400 Construction Services

Total this Phase **0.00**

Phase 900 Expenses

Reimbursable Expenses

Personal Vehicle Mileage	48.71
Shipping and Delivery	15.40
Total Reimbursables	64.11

Unit Billing

Duplication-KIP	6.0 Feet @ 0.20	1.20
Field Vehicle	18.0 Miles @ 0.75	13.50
Field Vehicle	75.0 Miles @ 0.75	56.25

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	283609
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Large Format-Color	51.944 Sq Feet @ 2.50	129.86
Line Drawing-Bond		42.00
Postage		2.03
Survey Supplies		223.50
Total Units		468.34
	Total this Phase	\$532.45

Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey
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Total this Phase	0.00
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Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design
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Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	.75	176.00	132.00
CAD Operator			
Ostrander, Sarah	7.25	48.00	348.00
Totals	8.00		480.00
Total Labor			480.00
	Total this Phase		\$480.00

Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process
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Total this Phase	0.00
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Phase	913	Amendment 1 Pavement Rehabilitation Project Management
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Labor

	Hours	Rate	Amount
Administrative/Clerical			
Chambers, Veronica	2.00	73.00	146.00
Totals	2.00		146.00
Total Labor			146.00
	Total this Phase		\$146.00

Phase	914	Amendment 1 Pavement Rehabilitation Construction Services
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	283609
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Task	914001	OMA RDBR Amendment 1 Construction Services PM
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	Total this Task	0.00
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Task	914002	SRP FOPS Amendment 1 On-Site CA
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	Total this Task	0.00
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Task	914003	SRP FOPS Amendment 1 On-Site Construction Observation
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	Total this Task	0.00
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Task	914004	OMA SRVY Amendment 1 Construction Staking
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	Total this Task	0.00
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Task	914005	SRP FOPS Amendment 1 SWPPP Inspections
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Fee

Number of Mo Insp Fees	0.00
Fee Each	0.00
Subtotal	0.00

Subtotal	0.00
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Total this Task	0.00
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Task	914006	SRP NDTT Amendment 1 Special Inspections
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	Total this Task	0.00
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	Total this Phase	0.00
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Phase	915	Amendment 1 Pavement Rehabilitation Expenses
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Project B16-0546 La Vista NE City Centre Phase 1 Public Invoice 283609

Total this Phase **0.00**

Phase 920 Amendment 1 Access Improvements Topographic Survey

Total this Phase **0.00**

Phase 921 Amendment 1 Access Improvements Design

Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	.75	176.00	132.00 ✓
Assistant Professional			
Luchtel, Michael	56.75	88.00	4,994.00 ✓
CAD Operator			
Ostrander, Sarah	22.25	48.00	1,068.00 ✓
Turek, Zachary	1.25	58.00	72.50 ✓
Totals	81.00		6,266.50
Total Labor			6,266.50 ✓

Phase 922 Amendment 1 Access Improvements Bidding Documents & Processing

Total this Phase **0.00**

Phase 923 Amendment 1 Access Improvements Project Management

1. Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	6.75	176.00	1,188.00
Totals	6.75		1,188.00
Total Labor			1,188.00
		Total this Phase	\$1,188.00

Phase 924 Amendment 1 Access Improvements Construction Services

Task 924001 OMA RDBR Amendment 1 Access Improvement Construction Project Management

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	283609
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Total this Task **0.00**

Task	924002	Amendment 10MA FOPS Access Improvements On-Site Construction Administration
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Total this Task **0.00**

Task	924003	OMA FOPS Amendment 1 Access Improvements On-Site Construction Observation
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Total this Task **0.00**

Task	924004	OMA SRVY Amendment 1 Access Improvements Construction Staking
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Total this Task **0.00**

Task	924005	SRP FOPS Amendment 1 Access Improvements SWPPP Inspections
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Total this Task **0.00**

Task	924006	SRP NDTT Amendment 1 Access Improvements Testing
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Total this Task **0.00**

Total this Phase **0.00**

Phase	925	Amendment 1 Access Improvements Expenses
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Total this Phase **0.00**

Billing Limits	Current	Prior	To-Date
Total Billings	64,474.45	200,900.39	265,374.84
Limit			673,300.00

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	283609
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Balance Remaining 407,925.16

AMOUNT DUE THIS INVOICE \$64,474.45

Authorized By: Anthony Egelhoff

O.K. to pay

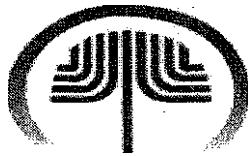
EFMK 9-1-2017

CD-17-008

05,71,0909,000

Consent Agenda 9/19/17

A-6



LAMP RYNEARSON
& ASSOCIATES
 ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
 Omaha, NE 68154
 [P] 402.496.2498
 [F] 402.496.2730
www.LRA-Inc.com

August 20, 2017

Invoice No: 0117036.01 - 0000002

CITY OF LAVISTA
 ATTN: JOHN KOTTMANN
 9900 PORTAL ROAD
 LA VISTA, NE 68128

Project 0117036.01 CITY OF LAVISTA - NEBRASKA MULTI SPORTS

Professional Services through July 15, 2017

Task 001 PROJECT MANAGEMENT

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Senior Project Manager VI	31.00	194.00	6,014.00
Senior Project Manager III	13.00	161.00	2,093.00
Project Manager III	4.50	137.00	616.50
Senior Project Engineer III	3.20	134.00	428.80
Senior Project Engineer I	8.00	113.00	904.00
Engineering Technician III	1.50	81.00	121.50
Administrative Assistant II	.50	59.00	<u>29.50</u>
Total Labor			10,207.30
Unit Billing			1.13
Total this Task			\$10,208.43

Task 002 10% CONCEPTUAL DESIGN

PROFESSIONAL PERSONNEL

	Hours	Rate	Amount
Senior Project Manager VI	14.00	194.00	2,716.00
Project Manager III	2.00	137.00	274.00
Senior Landscape Architect V	.70	165.00	115.50
Senior Project Engineer IV	.80	150.00	120.00
Senior Project Engineer III	24.50	134.00	3,283.00
Senior Project Engineer I	16.50	113.00	<u>1,864.50</u>
Total Labor			8,373.00
Total Reimbursables			21.51
Unit Billing			16.12
Total this Task			\$8,410.63

TOTAL INVOICE AMOUNT

\$18,619.06

O.K. to PAY

JK 9-5-2017

05.71.0900.001

Terms: Due Upon Receipt

Consent Agenda 9/19/17.pdf

PAYMENT RECOMMENDATION NO. 5 ON CONTRACT FOR GOLF COURSE TRANFORMATION,
PHASE 1 GRADINGOwner: The City of La Vista, Nebraska
8116 Park View Blvd.
La Vista, NE 68128Contractor: Blade Masters Grounds Mntc, Inc.
P.O. Box 167
Bennington, NE 68007

ORIGINAL CONTRACT AMOUNT: \$1,121,368.50

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: \$ 615,499.93

Item	Description	Approx.		Unit Price	\$	Amount
		Quantities				
1	Mobilization	1	LS	\$ 33,000.00	/ LS	\$ 33,000.00
2	Install and Maintain Construction Entrance	1	EA	\$ 9,000.00	/ EA	\$ 9,000.00
3	Existing Lake Draining/Dewatering	1	EA	\$ 33,000.00	/ EA	\$ 33,000.00
4	Clearing and Grubbing	1	LS	\$ 24,000.00	/ LS	\$ 24,000.00
5	Exploratory Excavation	5.25	HRS	\$ 133.00	/ HRS	\$ 698.25
6	Remove and Replace Topsoil (17,000 CY Moved Twice)	17,200	CY	\$ 3.00	/ CY	\$ 51,600.00
7	Common Excavation with Placement on Site	23,100	CY	\$ 4.20	/ CY	\$ 97,020.00
8	Lake Excavation with Placement on Site	78,780	CY	\$ 6.00	/ CY	\$ 472,680.00
9	Lake Excavation with Haul Off to Contractor's Designated Site	3,602	CY	\$ 8.33	/ CY	\$ 30,004.66
10	Lake Excavation with Haul Off to School Site	0	CY	\$ 6.33	/ CY	\$ 0.00
11	Scarify, Recompact and Stabilize Lake Bottom	0	SY	\$ 0.40	/ SY	\$ 0.00
12	Construct Temporary Crossing Over existing Storm Sewer	3	LS	\$ 1,000.00	/ LS	\$ 3,000.00
13	Remove and Dispose of Debris Including Markers, Sprinkler Lines and Drains from Sand Traps	1	LS	\$ 6,000.00	/ LS	\$ 6,000.00
14	Remove and Salvage Bridge	0	LS	\$ 4,500.00	/ LS	\$ 0.00
15	Remove Articulated Concrete Block	0	SF	\$ 3.00	/ SF	\$ 0.00
16	Remove Pump Structure Enclosure and Waterline	0	LS	\$ 2,000.00	/ LS	\$ 0.00
17	Remove Wood Retaining Wall	0	LF	\$ 6.00	/ LF	\$ 0.00
18	Remove Chain link Fence	70	LF	\$ 8.00	/ LF	\$ 560.00
19	Remove Golf Net Pole and Base	10	EA	\$ 330.00	/ EA	\$ 3,300.00
20	Remove P.C.C. Cart Path with Full Depth Saw Cut	0	SF	\$ 0.80	/ SF	\$ 0.00

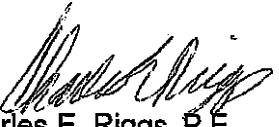
Payment Recommendation No. 5
 Golf Course Transformation, Phase 1 Grading
 September 7, 2017
 Page 2

Item	Description	Approx. Quantities		Unit Price		Amount
21	Remove A.C.C. Cart Path	1,400	SF	\$ 0.80	/ SF	\$ 1,120.00
22	Remove Rock Surfacing	0	SY	\$ 1.00	/ SY	\$ 0.00
23	Remove Abandoned Water Line	0	LF	\$ 10.00	/ LF	\$ 0.00
24	Remove Abandoned Sewer Line	0	LF	\$ 20.00	/ LF	\$ 0.00
25	Silt Fence, in place	6,833	LF	\$ 2.75	/ LF	\$ 18,790.75
26	Construct 6" P.C.C Trail	0	SF	\$ 5.00	/ SF	\$ 0.00
27	Construct 9" P.C.C. Trail	0	SF	\$ 6.00	/ SF	\$ 0.00
28	Place Type B Rip Rap with Geotextile Fabric	0	TON	\$ 60.00	/ TON	\$ 0.00
29	Seeding and Fertilizer with Erosion Control Fabric	0	SY	\$ 1.55	/ SY	\$ 0.00
30	Seeding and Fertilizer with Mulch	0	AC	\$ 2,700.00	/ AC	\$ 0.00
TOTAL						\$ 783,773.66
LESS 5% RETAINED						\$ 39,188.68
LESS PREVIOUS PAYMENT						
RECOMMENDATIONS						<u>\$ 615,499.93</u>
AMOUNT DUE CONTRACTOR						\$ 129,085.05

We recommend that payment in the amount of \$129,085.05 be made to Blade Masters Grounds Mntc, Inc.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.


 Charles E. Riggs, P.E.
 Contract Engineer

CER/tjp

cc: Blade Masters Grounds Mntc, Inc.

Okt to pay
 9/12/17 J.C.
 05.71.0916-003

Consent Agenda 9/19/17 ~~003~~

A-8

September 19, 2017 City of La Vista City Council Consent Agenda

Omaha Sewer Tract Connection Fees

Address	Company	Amount Due to Omaha	GL Date	Amount in Liability Account	Difference	Remitted	Remitted to Account
12908 Chandler Rd. Plz	Lot 1, Andover Pointe	\$ 20,725.20	3/21/2017	\$ 20,725.20	\$ -	9/19/2017	02.00.0052.001
12880 Changler Rd. Plz	Lot 1, Andover Pointe	\$ 20,725.20	4/25/2017	\$ 20,725.20	\$ -	9/19/2017	02.00.0052.001
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
		<u>\$ 41,450.40</u>		<u>\$ 41,450.40</u>	<u>\$ -</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: September 19, 2017All funds have been received from the Companies
for remittance to OmahaAccounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: City of Omaha
Vendor Number: 00152
Attention: Ronald L. Bartlett (PWks)

Please include a copy of this worksheet and John Kottmann's letter with the check.

Consent agenda 9/19/17 (pk)



July 21, 2017

Mr. Ron Bartlett
Quality Control Technician II
City of Omaha-EQCD
5600 South 10th Street
Omaha, NE 68107-3501

RE: Omaha-La Vista WSA
Sanitary Sr Connection Fee Reporting

Mr. Bartlett:

In accordance with our most recent Amendment No. 3 to the Wastewater Service Agreement between the City of Omaha and the City of La Vista, we are submitting payment in the amount of \$41,450.40. This amount is for two apartment buildings located in the portion of our WSA that is subject to Omaha sewer connection fees. I have enclosed a report form identifying the two buildings and the fee that was collected. If you have questions about this report, please contact me.

This submittal makes us current in the remittance of sewer connection fees. We will continue to make quarterly reports, even if no money has been collected, so that there is a definite reporting record for each quarter.

I understand that you will forward the enclosed payment to the City of Omaha Finance Division with instructions on recording the payment.

Submitted by:

John M. Kottmann
John M. Kottmann, City Engineer

Encl

Cc Ms. Cindy Miserez, La Vista Finance Director w/encl

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 Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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

**City Of La Vista
Remittance Calculation to Omaha
Quarterly Report to City of Omaha**

Date July 21, 2017

Second Qtr of 2017				La Vista Tract Fee Rate	La Vista * Tract Conn Fee Collected	Omaha Sr. Conn. Fee Remitted, 95%
Project	Legal	Address	Acres Units			
Andover Pt Apt. Bldg 5	Lot 1, Andover Pointe	12908 Chandler Rd. Plaza	24 Units	\$909.00 per Unit	\$ 21,816.00	\$ 20,725.20
Andover Pt Apt. Bldg 6	Lot 1, Andover Pointe	12880 Chandler Rd. Plaza	24	\$909.00	\$ 21,816.00	\$ 20,725.20
Total					\$ 41,450.40	

- Building permit applications occurred in 2016 with fees set at time of permit application.
- Collection of fee did not take place until second quarter due to resolution of permit issues.
- Fees are collected at time of permit issuance.

A-9

September 19, 2017 City of La Vista City Council Consent Agenda

Sarpy Industrial Sewer Tract Connection Fees

Address	Company	Amount Due		Amount in			Remitted	Account
		to Sarpy	GL Date	Liability Account	Difference			
11528 Centennial Road	Schmidt Flex Building	\$ 13,915.00	10/17/2016	\$ 13,915.00	\$ -	9/19/2017	02.00.0052.001	
11501 Centennial Road	Pelster Flex Building	\$ 13,750.00	4/4/2017	\$ 13,750.00	\$ -	9/19/2017	02.00.0052.001	
			<u>\$ 27,665.00</u>			<u>\$ 27,665.00</u>		

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: September 19, 2017All funds have been received from the Companies
for remittance to Sarpy CountyAccounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: Sarpy County
Vendor Number: 00609

Please include a copy of this worksheet and attachment with the check.

Consent Agenda 9/19/17 (P)

Sarpy Industrial Sewer Tract Connection Fees

Updated Jul. 7, 2017

August 1, 2016 to July 1, 2017

Based on City Engineer Bldg Permit Review Letters

Location.....	Project Name.....	Permit Date	Fee			Comment
			Acres	per Ac.	Due Sarpy	
11528 Centennial Road	Schmidt Flex Building		2.53	\$5,500.00	13,915.00	See Note 1
11501 Centennial Road	Pelster Flex Building		2.5	\$5,500.00	13,750.00	See Note 3
			0	\$5,500.00	0.00	
			0	\$5,500.00	0.00	
			0	\$5,500.00	0.00	
			0	\$5,500.00	0.00	
			0	\$5,500.00	0.00	
			0	\$5,500.00	0.00	

Total for payment to Sarpy through July 1, 2017: \$27,665.00

Note 1: A tract connection fee of \$5,973 per acre was collected at Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This is because the area is in the City limits and the industrial sewer interlocal agreement provided for La Vista to take ownership of the portion of the industrial sewer in the annexed area. However, during discussions about amendment to WSA with Omaha and Sarpy County it was agreed that Sarpy would retain ownership of the industrial sewer and therefore rights to the tract connection fee in the amount of \$5,500 per acre.

Note 2: The location is not inside the City limits and so the terms of the subdivision agreement were followed which allowed collection of Sarpy fee and a reduced portion of City fee. This fee needs to go to Sarpy and is not part of the industrial sewer ownership discussion.

Note 3: A tract connection fee of \$6,690 per acre was collected at Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This is because the area is in the City limits and the industrial sewer interlocal agreement provided for La Vista to take ownership of the portion of the industrial sewer in the annexed area. However, during discussions about amendment to WSA with Omaha and Sarpy County it was agreed that Sarpy would retain ownership of the industrial sewer and therefore rights to the tract connection fee in the amount of \$5,500 per acre.

Note 4: This lot is not inside the City limits but is within the ETJ. Sarpy County was contacted and advised that a fee of \$5,500 per acre is to be remitted to Sarpy. There is no subdivision agreement addressing any fee to La Vista in addition to a fee to Sarpy. Therefore, collecting fee at rate set in Master Fee Ordinance and sending the \$5,500 per acre portion to Sarpy.

A-10

September 19, 2017 City of La Vista City Council Consent Agenda

Sarpy Industrial Sewer Tract Connection Fees

Address	Company	Amount Due		Amount in		Remitted	Account
		to Sarpy	GL Date	Liability Account	Difference		
8410 South 145th St	Lot 2 Woodhouse Place	\$ 150,766.00	6/8/2017	\$ 150,766.00	\$ -	9/19/2017	02.00.0052.001
8410 South 145th St	Lot 1 Woodhouse Hyundai	\$ 120,917.50	8/28/2017	\$ 120,917.50	\$ -	9/19/2017	02.00.0052.001
		<u>\$ 271,683.50</u>		<u>\$ 271,683.50</u>		<u>\$ -</u>	

Payment Requested by: John Kottman

Approved by: Cindy Miserez
Date: September 19, 2017All funds have been received from the Companies
for remittance to Sarpy CountyAccounts Payable Note: Please enter a separate invoice for each company for each vendor.
Vendor: Sarpy County
Vendor Number: 00609

Please include a copy of this worksheet and attachment with the check.

Consent Agenda 9/19/17 (pb)



July 31, 2017

Mr. Jeff Sinnott
Chief Building Official
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

RE: 8410 South 145th Street
Woodhouse Hyundai
Lot 1, Woodhouse Place
Building Permit-Initial Civil Review

Mr. Sinnott:

Per your request I have reviewed the materials you provided to me in your transmittal dated July 17, 2017 for the proposed Woodhouse Hyundai facility to be located at 8410 South 145th Street. I have not reviewed the architectural, mechanical, electrical or landscaping plans. I have limited my review to the site design and zoning issues. I offer the following comments:

1. The site is not yet a recorded and platted lot. The final plat of Woodhouse Place needs to be recorded along with the related easements at the Sarpy Register of Deeds prior to any issuance of a building permit. The area of Lot 1 is 21.985 acres. There has been no division of Lot 1 for the various buildings requested or proposed.
2. The proposed building site plan does not contain a proportionate share of the total site parking shown in the PUD plans (1468 stalls on Lot 1). The total shown is 217 stalls. The applicant needs to identify when the balance of the stalls to the east of the building will be constructed. The PUD and CUP documents do not contain phasing for the proposed construction. It may be necessary to do an administrative amendment to these documents to address the phasing both in time period and construction limits. Also, the required number of accessible stalls is based on the amount of parking proposed. The count of 217 stalls will require 7 accessible stalls of which 2 will have to be van-accessible. The site plans show only 2 accessible stalls, therefore; additional accessible stalls need to be shown.

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

Community Development
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p: 402-331-4343
f: 402-331-4375

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

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

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7701 South 96th St.
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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

3. The applicant needs to complete a Post Construction Storm Water Permit in the Permix web site. This will require a drainage study that demonstrates the ability to collect and convey storm water runoff from 50-year return frequency storm events to the detention pond in accordance with the design basis of the public storm sewer. The review in Permix will need to be completed prior to the issuance of a building permit.
4. A sanitary sewer connection agreement needs to be completed with Sarpy County and a copy submitted to the City prior to building permit. There also needs to be a copy of an agreement between the applicant and Sarpy County submitted to the City that indicates Sarpy County has agreed to build a sanitary outfall sewer that will serve this property.
5. The applicant needs to receive final approval for the proposed public sanitary sewer, storm sewer and pavement that will serve Woodhouse Place. Comments on what is required for that approval have been previously provided to the applicant's engineers.
6. The site utility plan, Sheet C1.7, needs to include the proposed fire hydrants (public and/or private) that will serve this facility. The information will be needed for the Fire Marshall's review. The site utility plan indicates a 12-inch water main stubbed into the site that will continue to the south to serve the future buildings. The plans need to clarify if that service is going to be looped back to the MUD main in 145th Street in the future. If so, then it may be necessary to install a backflow preventer at the proposed connection to the public main. Please clarify what is proposed for the future extension of the 12-inch water service.
7. A temporary dumpster is noted on the plans. There are no details about screening of the dumpster. This needs to be reviewed with Planning staff to see if it requires an administrative amendment to the PUD or CUP and what screening is required.
8. You will need to verify that the interior plumbing plan contains adequate grit and grease traps for the floor drains in the service bays that connect to the sanitary sewer.

The platting and subdivision agreement for Woodhouse Place require the collection of a tract sanitary sewer connection fee in the amount of \$5500 per acre for both Lots 1 and 2 (total of 27.412 acres) in order to record the plat since this site drains to the Sarpy Industrial Sewer. This would be a fee of \$150,766.00. I understand that Chris Solberg has received this fee. This fee should be remitted to Sarpy County as soon as the plat is recorded. The applicant also needs to pay the sanitary sewer tract connection for Lot 1 in order to receive the building permit for the proposed Hyundai

facility in the amount of \$6,690 per acre on 21.985 acres or \$147,079.65 from which \$5500 per acre is to be remitted to Sarpy County (in addition to the platting fee noted above) which would be \$120,917.50. The portion of this fee for Lot 1 that should be retained by the City is \$26,162.15. Please check with Chris Solberg to see if he has received this building permit round of the tract connection fee. Due to the unique circumstances for this project in which Sarpy County is to construct a sanitary outfall sewer to serve the property, I recommend that both fees due to Sarpy County paid to them promptly after we receive them so that funding for the outfall sewer is available. The total of both rounds of tract connection fees due to Sarpy County is \$271,683.50 (\$150,766.00 + \$120,917.50).

The storm water management fee is applicable to this property. The amount to be collected and remitted in its entirety to the Papio-Missouri River Natural Resources District is \$103,857.14. This is based on 21.985 acres for Lot 1 at the current rate of \$4,724.00 per acre. No portion of this fee is retained by the City. It should be remitted as part of our annual remittance to the Papio-Missouri River Natural Resources District.

The applicant needs to address the items listed above as well as any comments that may come from others. Please note that I have not reviewed the submittal for compliance with the Gateway Corridor regulations as I understand that is being reviewed by others. If you have questions about this fee, please feel free to contact me.



John M. Kottmann
John M. Kottmann, City Engineer

Cc file

Ms. Cindy Miserez, Finance Director

A-11



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: September 5, 2017

RE: LOCAL BACKGROUND - MANAGER
SWIZZLE STICK

CC:

The police department conducted a check of computerized records for criminal conduct regarding the applicant for the Manager application. Glenn Judevine has no criminal record in Nebraska.

As with all Nebraska Retail Liquor Licenses, I am asking that the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under (Sec 53-131.01) Nebraska Liquor Control Act.

**MANAGER APPLICATION
INSERT - FORM 3c**

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.nebraska.gov

Office Use

RECEIVED

AUG 16 2017

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: SSL Operating Group LLC

Premises information

Liquor License Number: 117333 Class Type I (if new application leave blank)

Premises Trade Name/DBA: Swizzle Stix Lounge

Premises Street Address: 7101 South 84th Street

City: La Vista County: Sarpy Zip Code: 68128

Premises Phone Number: (402) 339-1606

Premises Email address: corporatefilings@ehpv.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Fax/ed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY

Last Name: Judevine First Name: Glenn MI: P.

Home Address: 14823 Paul Plaza

City: Omaha County: Douglas Zip Code: 68154

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Omaha

Email address: gjudevine@LaVistaKeno.com

(Are you married? If yes, complete Spouse's Information. If not, leave blank and submit this section)

YES

NO

Spouse's Information

Spouse's Last Name: Judevine First Name: Monica MI: C.

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: Hamburg, Iowa

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha NE	1962	2017	Omaha NE	1994	2017

MANAGER'S STATEMENT OF EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016 Current	SSL Operating Group LLC	Todd Ryan	402-658-0310
1997 2015	Bag N Save, Spartan Nash	Mark Griffin	402-339-7300

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

Unless indicated otherwise, the traffic violations shown date back as far as an online search of Nebraska Department of Motor Vehicles allows. This search was conducted at <https://www.nebraska.gov/dmv/dmrc/index.cgi>, which is an official Nebraska government website and available to the public. Each individual named on the application may have additional traffic violations predating the time period of the online search, or registered in jurisdictions other than Nebraska.

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Glenn P. Judevine	10/2015	Blair, NE	Speeding	1 Point

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 6/25/16 Name on Certificate: Glenn P. Judevine

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Glenn P. Judevine/General Manager	06/01/2016	Swizzle Stix Lounge, 7101 S. 84th Street, La Vista NE 68128

5. Have you enclosed form 147 regarding fingerprints?

YES NO

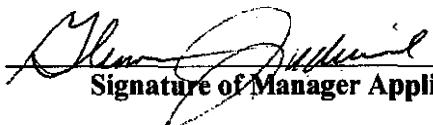
PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec 853-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

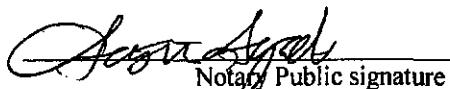
County of Douglas

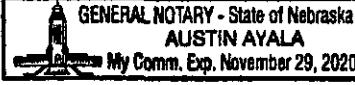
The foregoing instrument was acknowledged before me this

Eighth of August, 2017 date

by Monica + Glen Judewicz

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature

Affix Seal


In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

GLENN P JUDEVINE

has earned a

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

RB-0066247

Expires: 06-25-2019 Amount Paid: \$



Responsible Beverage Service Training
N E B R A S K A



SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have no interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.



Signature of spouse asking for waiver
(Spouse of individual listed below)

State of Nebraska

County of Douglas

8/9/2017

date

by



Notary Public signature

Monica C. Judevine

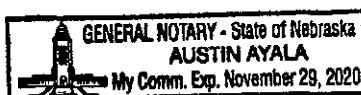
Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

Monica C. Judevine

name of person acknowledged

Affix Seal



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.



Signature of individual involved with application
(Spouse of individual listed above)

State of Nebraska

County of Douglas

8/9/2017

date

Glenn P. Judevine

Printed name of applying individual

The foregoing instrument was acknowledged before me this

Glenn P. Judevine

name of person acknowledged

Affix Seal



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – WELLS FARGO ATM BRENTWOOD SQUARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Wells Fargo and Company requests a minor edit to the recently approved Conditional Use Permit (CUP) to substitute Wells Fargo as the permit holder rather than its contractor, Cennox Security Solutions, Inc. A resolution is presented for this purpose. The premise of the CUP is to locate and operate an ATM on Lot 2A5 Willow Brook, generally located southwest of 84th Street and Brentwood Drive.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The City Council held a public hearing on August 15, 2017, and unanimously voted to approve of a CUP is to locate and operate an ATM on Lot 2A5 Willow Brook, generally located southwest of 84th Street and Brentwood Drive.

(Wells Fargo & Company requests a minor edit to the CUP to substitute Wells Fargo and Company as the permit holder rather than its contractor, Cennox Security Solutions. A resolution is presented for this purpose. Cennox originally applied for the permit on behalf of Wells Fargo. The premise of the CUP is to locate and operate an ATM on Lot 2A5 Willow Brook, generally located southwest of 84th Street and Brentwood Drive.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO SUBSTITUTE WELLS FARGO AND COMPANY AS THE PERMIT HOLDER OF THE CONDITIONAL USE PERMIT TO ALLOW FOR AN AUTOMATED TELLER MACHINE (ATM) ON LOT 2A5, WILLOW BROOK.

WHEREAS, The City Council held a public hearing on August 15, 2017, and unanimously voted to approve a CUP to locate and operate an ATM on Lot 2A5 Willow Brook, generally located southwest of 84th Street and Brentwood Drive; and

WHEREAS, Wells Fargo & Company requests a minor edit to the CUP to substitute Wells Fargo and Company as the permit holder rather than its contractor, Cennox Security Solutions, Inc.; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the requested edit and issuance of the Conditional Use Permit on that basis,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution the Conditional Use Permit in form and content submitted at this meeting, for Wells Fargo and Company, to allow for an automated teller machine (ATM) on Lot 2A5, Willow Brook.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

City of La Vista Conditional Use Permit

Conditional Use Permit for ATM

This Conditional Use Permit issued this 16th day of September, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Wells Fargo & Company ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an automated teller machine (ATM) upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2A5, Willow Brook, a subdivision as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating an automated teller machine (ATM); and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "A" hereto for an automated teller machine (ATM), said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any transferee shall be bound to perform this permit the same as the original Owner. Any deviation from any terms of this permit without prior consent of the City, or breach of any terms of this permit, shall cause the permit to expire and terminate.
2. In respect to the proposed Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as Exhibit "A1".
 - b. The hours of operation will be 24 hours a day, seven days a week.
 - c. There shall not be any outside storage of materials.
 - d. Parking lot striping depicted on the site plan (Exhibit "A1") shall be painted at time of construction, and regularly repainted and maintained to ensure proper visibility and to improve traffic flow.
 - e. The premises shall be developed and maintained in accordance with the site plan (Exhibit "A1") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - f. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties.

- g. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, FAA and ADA.
- h. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. In respect to the Gateway Corridor Overlay District:

- a. Exterior (Style and Building Materials)
 - i. The elevation plans (Exhibits "A5" and "A5.1") depict a metal cabinet with a color palette that is similar to adjoining structures.
- b. Signage
 - i. All signs shall comply with the City's sign regulations.

4. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to Owner and a reasonable time for Owner to cure such violation.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

5. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

6. If the permitted use is not commenced within one (1) year from August 21, 2017 this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

7. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby

irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

8. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

1. The conditions and terms of this permit shall be binding upon owner, his successors and assigns.
2. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
3. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
4. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address:

Martin Cordova
Wells Fargo and Company
525 Market Street, 8th Floor,
San Francisco, CA 94105
(415) 747-0878

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam A. Buethe
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [_____], personally known by me to be the _____ of Wells Fargo and Company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

Check #	Check Date	Vendor Name	Amount	Voided
124947	09/07/2017	DLR GROUP	117,456.00	N
124948	09/07/2017	HDR ENGINEERING INC	17,694.76	N
124949	09/07/2017	OLSSON ASSOCIATES	13,622.42	N
124950	09/07/2017	THOMAS & THOMAS COURT REPORTER	494.64	N
124951	09/07/2017	THOMPSON DREESSEN & DORNER	694.10	N
141(E)	09/11/2017	MANPOWER	1,391.54	N
135(E)	09/12/2017	BANK OF NEBRASKA	3,066.27	N
136(E)	09/12/2017	BLUE CROSS BLUE SHIELD OF NEBR	94,157.24	N
137(E)	09/12/2017	DEARBORN NATIONAL LIFE INSURANC	5,713.70	N
138(E)	09/12/2017	MANPOWER	2,310.14	N
139(E)	09/12/2017	UNITED HEALTHCARE INSURANCE CO	700.70	N
124952	09/19/2017	911 CUSTOM LLC	13,633.49	N
124953	09/19/2017	A-RELIEF SERVICES INC	84.00	N
124954	09/19/2017	ACTION BATTERIES UNLTD INC	249.67	N
124955	09/19/2017	ACTION SIGNS INCORPORATED	809.00	N
124956	09/19/2017	AFL, LLC	25,515.00	N
124957	09/19/2017	ASPHALT & CONCRETE MATERIALS	216.00	N
124958	09/19/2017	BARCAL, ROSE	145.52	N
124959	09/19/2017	BAXTER CHRYSLER DODGE JEEP RAM	798.19	N
124960	09/19/2017	BAXTER FORD 144TH & I-80	392.73	N
124961	09/19/2017	BIG RIG TRUCK ACCESSORIES INC	335.00	N
124962	09/19/2017	BISHOP BUSINESS EQUIPMENT	261.90	N
124963	09/19/2017	BLACK HILLS ENERGY	107.64	N
124964	09/19/2017	BOB'S RADIATOR REPAIR CO INC	75.00	N
124965	09/19/2017	BOBCAT OF OMAHA	90.79	N
124966	09/19/2017	CENTURY LINK	590.34	N
124967	09/19/2017	CENTURY LINK BUSN SVCS	106.20	N
124968	09/19/2017	CITY OF OMAHA	2,631.96	N
124969	09/19/2017	CITY OF PAPILLION	173,897.00	N
124970	09/19/2017	COLIBRI SYSTEMS NORTH AMER INC	1,043.48	N
124971	09/19/2017	COMP CHOICE INC	299.11	N
124972	09/19/2017	CONSOLIDATED MANAGEMENT	376.76	N
124973	09/19/2017	CONTINENTAL RESEARCH CORP	391.69	N
124974	09/19/2017	CONTROL MASTERS INCORPORATED	21,904.00	N
124975	09/19/2017	CORNHUSKER INTL TRUCKS INC	139.69	N
124976	09/19/2017	COX COMMUNICATIONS	277.40	N
124977	09/19/2017	CUMMINS CENTRAL POWER LLC	605.45	N
124978	09/19/2017	DALY'S MACHINE COMPANY	755.00	N
124979	09/19/2017	DEMCO INCORPORATED	156.61	N
124980	09/19/2017	DIAMOND VOGEL PAINTS	81.84	N
124981	09/19/2017	DINAN, DENNY	352.00	N
124982	09/19/2017	EDGEWEAR SCREEN PRINTING	708.20	N
124983	09/19/2017	FEDEX	142.14	N
124984	09/19/2017	FELSBURG HOLT & ULLEVIG	348.75	N
124985	09/19/2017	FIRST WIRELESS INC	68.00	N
124986	09/19/2017	FITZGERALD SCHORR BARMETTLER	17,840.30	N
124987	09/19/2017	G I CLEANER & TAILORS	222.10	N
124988	09/19/2017	GALE	164.18	N
124989	09/19/2017	GCR TIRES & SERVICE	409.90	N
124990	09/19/2017	GENERAL FIRE & SAFETY EQUIP CO	350.00	N
124991	09/19/2017	GENUINE PARTS COMPANY-OMAHA	2,443.58	N
124992	09/19/2017	GRAYBAR ELECTRIC COMPANY INC	264.48	N
124993	09/19/2017	HANEY SHOE STORE	150.00	N
124994	09/19/2017	HEIMES CORPORATION	102.24	N
124995	09/19/2017	HOBBY LOBBY STORES INC	183.96	N
124996	09/19/2017	CHRISTINE HOIT	126.00	N
124997	09/19/2017	HOME DEPOT CREDIT SERVICES	66.17	N
124998	09/19/2017	HUNTEL COMMUNICATIONS, INC	3,622.00	N
124999	09/19/2017	J & J SMALL ENGINE SERVICE	89.50	N
125000	09/19/2017	JEBRO INC	18.00	N

Check #	Check Date	Vendor Name	Amount	Voided
125001	09/19/2017	JOHNSON HARDWARE COMPANY	136.00	N
125002	09/19/2017	JOHNSTONE SUPPLY CO	227.70	N
125003	09/19/2017	KEVIN JONES	300.00	N
125004	09/19/2017	MARK A KLINKER	200.00	N
125005	09/19/2017	KRIHA FLUID POWER CO INC	28.58	N
125006	09/19/2017	LA VISTA COMMUNITY FOUNDATION	60.00	N
125007	09/19/2017	LANDS' END BUSINESS OUTFITTERS	440.00	N
125008	09/19/2017	LARSEN SUPPLY COMPANY	94.28	N
125009	09/19/2017	LEAGUE OF NEBRASKA MUNICIPAL	466.00	N
125010	09/19/2017	LINCOLN CHAPTER AGA	130.00	N
125011	09/19/2017	LOGAN CONTRACTORS SUPPLY	237.08	N
125012	09/19/2017	MAX I WALKER UNIFORM RENTAL	336.00	N
125013	09/19/2017	MENARDS-RALSTON	50.92	N
125014	09/19/2017	METRO AREA TRANSIT	458.00	N
125015	09/19/2017	METROPOLITAN COMMUNITY COLLEG	14,868.11	N
125016	09/19/2017	METROPOLITAN UTILITIES DIST.	1,667.90	N
125017	09/19/2017	MIDWEST SERVICE AND SALES CO	975.00	N
125018	09/19/2017	MIDWEST TAPE	131.16	N
125019	09/19/2017	MNJ TECHNOLOGIES DIRECT INC	105.00	N
125020	09/19/2017	MUNICIPAL PIPE TOOL CO LLC	238.31	N
125021	09/19/2017	NE DEPT OF REVENUE-FORM 94	25.00	N
125022	09/19/2017	NEBRASKA SOFTBALL ASSN DIST#10	640.00	N
125023	09/19/2017	NEBRASKA WELDING LTD	213.43	N
125024	09/19/2017	NMC EXCHANGE LLC	1,219.63	N
125025	09/19/2017	NOVA FITNESS EQUIPMENT CO	710.00	N
125026	09/19/2017	O'REILLY AUTOMOTIVE STORES INC	453.66	N
125027	09/19/2017	OFFICE DEPOT INC	451.25	N
125028	09/19/2017	OFFUTT YOUTH CENTER	1,280.00	N
125029	09/19/2017	OMAHA PUBLIC POWER DISTRICT	54,847.43	N
125030	09/19/2017	VOID	0.00	Y
125031	09/19/2017	VOID	0.00	Y
125032	09/19/2017	OMAHA WORLD-HERALD	1,035.32	N
125033	09/19/2017	OMNIGRAPHICS INC	59.70	N
125034	09/19/2017	ONE CALL CONCEPTS INC	321.78	N
125035	09/19/2017	PAPILLION SANITATION	967.94	N
125036	09/19/2017	PETTY CASH-PAM BUETHE	274.11	N
125037	09/19/2017	PLAINS EQUIPMENT GROUP	625.24	N
125038	09/19/2017	QUALITY AUTO REPAIR & TOWING	109.00	N
125039	09/19/2017	RAINBOW GLASS & SUPPLY	30.00	N
125040	09/19/2017	READY MIXED CONCRETE COMPANY	2,285.92	N
125041	09/19/2017	SARPY COUNTY COURTHOUSE	3,976.44	N
125042	09/19/2017	SHAMROCK CONCRETE COMPANY	1,842.65	N
125043	09/19/2017	SOUTHERN UNIFORM & EQUIPMENT	86.50	N
125044	09/19/2017	SPRINT	119.97	N
125045	09/19/2017	STEVENS REAL ESTATE	2,500.00	N
125046	09/19/2017	STOPAK, SCOTT	352.00	N
125047	09/19/2017	SWAN ENGINEERING LLC	10.84	N
125048	09/19/2017	TED'S MOWER SALES & SERVICE	268.34	N
125049	09/19/2017	TOSHIBA FINANCIAL SERVICES	138.00	N
125050	09/19/2017	TRANS UNION RISK AND	70.60	N
125051	09/19/2017	TY'S OUTDOOR POWER & SVC INC	10.17	N
125052	09/19/2017	U.S. CELLULAR	703.00	N
125053	09/19/2017	UNITE PRIVATE NETWORKS LLC	3,850.00	N
125054	09/19/2017	UNITED PARCEL SERVICE	11.61	N
125055	09/19/2017	VIERREGGER ELECTRIC COMPANY	1,122.00	N
125056	09/19/2017	WESTLAKE HARDWARE INC NE-022	1,093.41	N
125057	09/19/2017	WICK'S STERLING TRUCKS INC	151.89	N
125058	09/19/2017	WOODHAVEN COUNSELING ASSOCS	340.00	N

TOTAL:

634,290.34

Check Date

Vendor Name

Amount

Voided

APPROVED BY COUNCIL MEMBERS ON: 09/19/2017

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA

Subject:	Type:	Submitted By:
ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT - IT SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to authorize an addendum to the Interlocal Cooperation Agreement with Sarpy County for Information Technology services.

FISCAL IMPACT

The FY1718 Biennial Budget provides funding for these services.

RECOMMENDATION

Approval.

BACKGROUND

The City has been operating with an Interlocal Agreement with Sarpy County Information Systems to provide Information Technology (IT) services since July 1, 2014. The agreement was scheduled to expire on June 30, 2017, but Council extended the agreement to September 30, 2017. In 2014, the City solicited bids for Information Technology services and Sarpy County was selected. During the extended period, the City worked with Sarpy County Information Systems to come to a one year agreement for continued IT services. (The one year agreement is due to new police software and a records management system coming in FY18)

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for Information Technology Services; and

WHEREAS, the City Council, on May 16, 2017 approved Resolution 17-064 extending the expiration of the current contract for Information Technology Services from June 30, 2017 to September 30, 2017; and

WHEREAS, Sarpy County has the resources and technology to provide said Information Technology Services; and

WHEREAS, the FY17/18 Biennial Budget provides funding for this service; and

WHEREAS, the City, working with Sarpy County Information Services, has prepared an addendum to the agreement for continued IT services until September 30, 2018

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed addendum to the interlocal agreement between Sarpy County and the City of La Vista regarding Information Technology Services for the City of La Vista is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said addendum on behalf of the City of La Vista.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

**Pamela A. Buethe, CMC
City Clerk**

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and City of LaVista located in the County of Sarpy, State of Nebraska (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska;

WHEREAS, the City wishes to utilize the resources of the County's Information Systems Department and to fairly compensate the County for the expense of said services; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §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, IN CONSIDERATION OF THE ABOVE AND
FOREGOING, IT IS AGREED:

A. **DUTIES OF COUNTY:** County will, in consideration of the above:

1. Provide certain Information Technology Support Services and Public Safety Records Management Systems Support Services to the City, as further outlined the Statements of Work and Service Level Agreements, attached hereto and hereby incorporated by this reference as "Attachment A" and "Attachment B" respectively.
2. Provide City with monthly reports detailing the activities performed by County during subsequent months under the terms of this agreement.
3. Keep all city data and information confidential, unless required to disclose said data or information pursuant to a court order or law.
4. Provide all Administrative Passwords in a sealed envelope upon request of the City. City will be notified when Administrative Passwords have been

changed. City will notify immediately Sarpy County Information Systems if the sealed envelope is opened.

5. Maintain Cyber Security Insurance in the amount of at least three (3) million dollars.

B. DUTIES OF CITY:

1. City shall compensate the County for Information Technology Support Services in the amount of \$40,375 annually. Said annual compensation represents 475 hours of Information Technology Support Services. Should the City exceed 475 hours of Information Technology Support Services, the City shall compensate the County at the rate of \$85 per hour. In the event that this Agreement is terminated prior to the end of its term, City's obligation to pay County shall be limited to an amount prorated for services described in this subsection.
2. City shall compensate the County for Public Safety Records Management Systems Support Services in the amount of \$9,384 annually. Said costs are detailed in the document attached hereto and hereby incorporated by this reference as "Attachment C." In the event that this Agreement is terminated prior to the end of its term, City shall be obligated to pay in full for the services described in this subsection.
3. For the services and compensation described in Sections B.1. and B.2. (above), City shall pay the County a total of \$49,759 in four (4) equal quarterly installments (three months), with the first payment due October 1, 2017, and with subsequent payments at three (3) month intervals thereafter.
4. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater, within sixty (60) days. The County may utilize

vendor accounts setup by the City with the City's permission to purchase replacement parts as required.

5. City will grant to County such access to the City's facilities and network resources as needed for the County to perform its duties as described herein.

C. **Exclusion of other Agreements:** The terms of this agreement do not release either party from their respective obligations in any previous agreements between the parties.

D. **Compliance With Laws:** City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.

E. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

F. **Term of Agreement and Changes Hereto:** This Agreement is effective from October 1, 2017 through September 30, 2018 but may be terminated by either party upon 120 days' notice. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

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

CITY: Ms. Pam Buethe
LaVista City Clerk
8116 Park View Boulevard
LaVista, NE 68128

G. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.

H. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

[The remainder of this page is intentionally blank]

EXECUTED IN DUPLICATE this _____ day of _____, 20_____.

CITY OF LAVISTA NEBRASKA,
A Body Politic and Corporate.

Mayor

(SEAL)

ATTEST:

City Clerk

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

Chairman,
Board of Commissioners of
Sarpy County, Nebraska

(SEAL)

ATTEST:

Sarpy County Clerk

Attachment A

Sarpy County Information Systems Technical Support Statement of Work and Service Level Agreement

Section I: Technical Support Information

County Work Days (normal working hours)

Sarpy County Information Systems (SCIS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is always answered between the hours of 7:30 a.m. and 5:00 p.m. Central Time (CT) on all County work days. County Holidays are defined below; any defined date holiday that falls on Saturday will be observed on the preceding Friday, and any defined date holiday that falls on Sunday will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 @ Noon
Christmas Day	December 25

County Holidays that do not coincide with City Holidays Support

SCIS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent issues (level 1 and 2 on Severity Level Chart, Appendix #1).

Weekend and after Normal Working Hours Support

SCIS will provide telephone support on weekends and after normal working hours (see County Work Days above). SCIS will try to resolve any non-urgent (level 3 and 4 on Severity Level Chart, Appendix #1) issue via phone and provide on-site service on urgent (level 1 and 2 on Severity Level Chart, Appendix #1) issues. SCIS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

Support Response Time

SCIS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCIS will be on-site within three (3) hours or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

Support Reporting

SCIS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City employee(s) by the 10th day of the following month the report is for. SCIS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCIS.

SCIS will provide in the monthly report an indicator for when warranty work was performed on hardware.

Section II: Technical Equipment Inventory

SCIS will maintain an inventory of all technical equipment for the City. SCIS will also affix City provided asset tags if requested. SCIS will provide the City a copy of the Inventory quarterly (every three months) for review.

Personal computers, laptops, and server inventory information maintained by SCIS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, Installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCIS will be specific by device type but will be similar to what is kept for personal computers (above).

SCIS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

Section III: Technical Equipment Diagnosis and Repair

Personal Computers, laptops, notebooks, and servers

Warrantied items

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. (City/Vendor responsible for shipping)

Non-Warrantied items

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. (City responsible for replacement item)

Printers, plotters, and scanners

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Network Equipment

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Other technical Equipment

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Section IV: Software

SCIS will:

- Maintain an inventory of all software licenses.
- Provide written recommendations on PC/Server software with justification and estimated cost.
- Perform software installation.
- Ensure Server Operating Systems are properly patched/updated as needed.
- Work with individual departments on the use and implementation of various custom software packages.

Section V: Technical Training

SCIS will make available technical training for city employees.

Sarpy County currently has a Technical Training Contract and a facility with up to ten workstations for training on various PC software. The classes are usually 3 hours in length and are scheduled from 9:00-noon or 1:00-4:00. The various software packages include the Microsoft Office Suite of products (Word, Excel, Outlook, PowerPoint, and Access), Crystal Reports, iPad, and the Windows Explorer.

Section VI: Consulting

SCIS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City Council meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCIS will attempt to provide the same individual(s) to ensure cohesion on projects.

Section VII: Budget Recommendations

SCIS staff will provide the City, by May 1st of each calendar year (or agreed upon date), a detailed assessment of the current I.T. infrastructure and make recommendation(s) to meet the City's goals for the next budget cycle.

Section VIII: Security

SCIS currently has a Information Security Analyst on staff. The Information Security Analyst or his assignee will be made available to address security concerns/incidents.

SCIS will also work with the City to provide "End User Security Awareness" Training.

SCIS will make various recommendations to the City to aid in securing the City's I.T. assets and data.

Section IX: Miscellaneous

It is the goal of SCIS to provide the City with the best possible technical support, while simplifying payment with a annual price to cover the Interlocal agreement. If the City appears to be nearing the limit of agreement, SCIS will notify the City. Additional work exceeding the hours in the agreement will be billed at \$85 per hour in increments of 1/4 hour (15 minutes) billed on a monthly

basis.

SCIS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCIS will provide quotes through various sources to provide the City with the best possible pricing.

SCIS will maintain an accurate network diagram for the City.

Section X: Exclusions

This agreement does not include GIS services or software programming/development.

Any research or discovery from backups and/or archives of email is excluded from this agreement. SCIS will respond to such a request with a detailed estimate of the work and materials required to perform such request. The City may then request that such work be performed. SCIS will perform such work and submit a detailed invoice stating the type of work and the number of hours. Payment is due NET 30. Pricing for hourly work by SCIS staff will be \$85 per hour.

Severity Level Definitions

Appendix #1

Level	Description	Scope	Example
1 (high)	A major outage, performance degradation, or instability causing significant impact to the City.	Many/Most staff unable to function Mission Critical System Down Mission Critical Application Down Mission Critical Server/Circuit Down	Email Server Down Internet not working Server unreachable
2	Large number of staff impacted. Entire office, department or building is experiencing a problem. Small number of staff unable to use a mission critical application.	Multiple staff unable to function Major Performance Issues Multiple staff utilizing contingencies	Network Switch out Phone issues WAN down
3	Individual unable to use non-mission critical application(s). Individual can work with minimal impact to their productivity.	Individual having difficulty, but basically operational. Individual unable to carry out their tasks.	Issue with Software One of two monitors fail Recover a document/file
4 (low)	Individual request or problem that does not impact business.	Individual needs information Install, Move, Add, Change something Simple question or problem Needs a "How to" answer Procedural question	Change font size Find a file, change name

Attachment B

Public Safety Records Management Systems and Infrastructure

Statement of Work / Service Level Agreement

- 1. Sarpy County will remit payment to various vendors and service providers for the continuous service of :**
 - a. Motorola Law Records Management System**
 - b. Zoll Data Fire Records Management System (via Motorola)**
 - c. Motorola Premier Mobile Data Computer Client Software**
 - d. Motorola Premier Mobile Data Computer Hosting (via Douglas County)**
 - e. Netmotion Software**
- 2. Sarpy County will provide the infrastructure and resources to operate and support the:**
 - a. Motorola Law Records Management System**
 - b. Fire Records Management System**
 - c. Electronic Patient Care Reporting System (Zoll Data)**
 - d. Netmotion Server to support Netmotion Clients**
- 3. Sarpy County will provide redundancy for the systems:**
 - a. Warm Site. Sarpy County will provide a warm site for Hosted Services and Storage that will be maintained at an alternate location (not at the Courthouse).**
 - b. Warm Site Response Time. Warm Site startup may take up to 4 hours.**
- 4. Sarpy County will provide backup, file recovery, and disaster recovery:**
 - a. Online Backup. Sarpy County will store a backup off-site, generally secured in a cloud-based solution.**
 - b. File Recovery. Sarpy County will provide for File Recovery for the City for Public Records Management System related files on Sarpy County hosted systems.**
 - c. Disaster Recovery. Sarpy County will work to restore services in the event of disaster. Recovery may take up to 24 hours.**

5. Sarpy County will provide data connectivity:

- a. Sarpy County will provide fiber service to each City.**
- b. Communications services are reliant on a third party to maintain, Sarpy County cannot control the connectivity up-time or recovery time on a failure. Current communications contracts with fiber service provider states that service should be recovered within 8 hours.**

Attachment C

Records Management Software Maintenance Costs

For all Infrastructure (Hosted Services) Cost the pricing matrix in HSP-Table-1 is used.

HSP-Table-1

Hosted Services Pricing (Monthly) 2013-2017 Pricing		
Item	Unit	Cost
CPU	Core	\$25.00
Memory	GB	\$5.00
Storage	GB	\$0.25
Bandwidth	Fiber	\$100.00
Backup/Replication*	GB	\$0.15

Support will continue to be provided by Sarpy County Information Systems staff but each support call will be logged by Agency and Product to ensure that support hours are being accounted for under the appropriate City Interlocal Agreement. Below are the FY18 Software Maintenance Costs - these costs do **NOT** include infrastructure costs (Storage, Servers, CPU, Backup).

Due/Expiration Dates for Software Licensing		
Item	Date	Amount
LRMS (Motorola)	Oct 1, 2017	\$33,247
PMDC Client Software (Motorola)	Oct 1, 2017	\$22,088
Netmotion Client Software (Netmotion)	Aug 1, 2017	\$6,195
PMDC Hosting (Douglas Co.)	Jul 1, 2017	\$5,566
FRMS (Zoll Data, through Motorola)	Oct 1, 2017	\$10,939

Attachment C

Records Management Software Maintenance Costs

Expenditures by Agency

Note: FRMS/ePCR costs are equally divided between Bellevue and Papillion (see page 6).

City of Bellevue					
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total
FD	\$3,851	\$978		\$6,016	\$10,845
PD	\$11,554	\$1,589	\$13,570		\$26,713
	\$15,405	\$2,567	\$13,570	\$6,016	\$37,558
City of Papillion					
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total
FD	\$3,026	\$489		\$6,016	\$9,531
PD	\$6,327	\$916	\$5,539		\$12,782
	\$9,353	\$1,405	\$5,539	\$6,016	\$22,313
City of La Vista					
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total
PD	\$4,126	\$550	\$4,708		\$9,384
	\$4,126	\$550	\$4,708	\$0	\$9,384
Sarpy County Sheriff					
Dept.	PMDC (Software)	PMDC (Netmotion)	LRMS	FRMS/ePCR	Total
SCSO	\$11,004	\$2,261	\$13,293	\$0	\$26,558
SCPS IT		\$61			\$61
	\$11,004	\$2,322	\$13,293	\$0	\$26,619

Attachment C
Records Management Software Maintenance Costs

LRMS Software with Infrastructure Costs

LRMS-Table-1 shows the cost of the software maintenance and the cost of the Server, Storage, and backup resources (Infrastructure Costs) to operate the LRMS product in the Sarpy County hosted environment.

LRMS-Table-1

LRMS (FY17 Expenditures)		
Item	Annual	Description
LRMS – Software Maintenance	\$33,247	Software End-of-Life is 08/31/2018
LRMS – Database Storage	\$375	125 GB
LRMS – Hardware (Hosted @ Sarpy)	\$2,580	4 CPU x 4GB x 380GB
LRMS - Backup/Remote Backup	\$909	380 + 125 = 505GB
	\$37,111	TOTAL LRMS

LRMS-Table-2 shows what the above costs of the software and infrastructure costs will be if distribution was done by each agency by sworn officer count. Sarpy County Sheriff is shown at 96 as this is the count not including jail staff that are sworn (34). The numbers used are the budgeted positions, not the actual staff.

LRMS-Table-2

LRMS Expenditure by Agency (Sworn)				
Law Agency	Sworn	LRMS Total	Agency %	Total
Bellevue PD	98	\$37,111	36.57%	\$13,570
Papillion PD	40	\$37,111	14.93%	\$5,539
La Vista PD	34	\$37,111	12.69%	\$4,708
Sarpy County Sheriff	96	\$37,111	35.82%	\$13,293
Totals	268			\$37,111

Attachment C

Records Management Software Maintenance Costs

PMDC and Netmotion with Infrastructure Costs

PMDC-Table-1 are the estimated FY 18 expenditures for the MDC infrastructure. PMDC-Table-2 and PMDC-Table-3 breakdown the PMDC and Netmotion expenditures by Agency and Department.

PMDC-Table-1

Premier Mobile Data Computer (FY18 Est. Expenditures)		
Item	Annual	Description
PMDC Software Maintenance	\$34,323	Premier Mobile Data Computer maintenance agreement for Mobile Data Computers in Law Enforcement vehicles and Fire/EMS apparatus
PMDC Message Switch Maintenance	\$5,566	Sarpy has MOU with Douglas County Sheriff, Omaha Fire Dept. We share the cost of the PMDC Message Switch Server License.
PMDC TOTAL	\$39,889	
Netmotion Software Maintenance	\$6,195	Used by all Sarpy Public Safety units with MDC. Software manages the communications.
Netmotion Hardware (Hosted at Sarpy)	\$648	1 CPU x 4GB x 35GB
Netmotion TOTAL	\$6,843	
Total Both (FY18)	\$46,732	

PMDC-Table-2

Premier Mobile Data Computer Licensing (PMDC)					
Agency	Mobile	Desk	%	Cost	Share
Bellevue Fire	14		9.66%	\$39,889	\$3,851
Papillion Fire	11		7.59%	\$39,889	\$3,026
Bellevue PD	42		28.97%	\$39,889	\$11,554
La Vista PD	15		10.34%	\$39,889	\$4,126
Papillion PD	18	5	15.86%	\$39,889	\$6,327
Sarpy County Sheriff	40		27.59%	\$39,889	\$11,004
Public Safety I.T.	0			\$39,889	\$0
Totals	140	5			\$39,889

Attachment C

Records Management Software Maintenance Costs

PMDC-Table-3

Premier Mobile Data Computer Licensing (NetMotion)				
Agency	NetMotion	%	Cost	Share
Bellevue Fire	16	14.29%	\$6,843	\$978
Papillion Fire	8	7.14%	\$6,843	\$489
Bellevue PD	26	23.21%	\$6,843	\$1,589
La Vista PD	9	8.04%	\$6,843	\$550
Papillion PD	15	13.39%	\$6,843	\$916
Sarpy County Sheriff	37	33.04%	\$6,843	\$2,261
Public Safety I.T.	1	0.89%	\$6,843	\$61
Totals	112			\$6,843

Attachment C

Records Management Software Maintenance Costs

FRMS and ePCR with Infrastructure Costs

Currently only Bellevue Fire (BFD) and Papillion Fire (PFD) utilize the FRMS product. ePCR software maintenance costs and licenses are currently being handled and managed by BFD and PFD. Sarpy County hosts both the FRMS and ePCR systems on the County's infrastructure.

Proposed Costs

Bellevue Fire and Papillion Fire should share the maintenance and hardware hosting costs for the FRMS and ePCR systems. The table below (FRMS-Table-1) shows the expected future costs for the software maintenance and Sarpy County hosting services for these systems.

FRMS-Table-1

FRMS and ePCR (FY18 Expenditures)		
Item	Annual	Description
FRMS – Software Maintenance	\$10,939	FRMS Software
FRMS Hardware (Hosted at Sarpy)	\$870	2 CPU x 2GB x 50GB
FRMS Database Storage	\$24	7 GB
ePCR Database Storage	\$96	32 GB
FRMS Backup/Remote Backup	\$103	48 + 7 + 2 = 57GB
	\$12,032	TOTAL FRMS

I.S. will continue to support these products and will categorize the hours used to support these products in the monthly reports to the cities. It is recommended that all licensing and support contracts be sent to Papillion FD and Bellevue FD to fund directly (as they currently are).

ITEM C

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA

Subject:	Type:	Submitted By:
PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA – PHASE 1B INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement with the Metropolitan Utilities District for installation of water mains for the public improvement redevelopment project..

FISCAL IMPACT

The FY 17/18 Biennial Budget provides funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval

BACKGROUND

The Metropolitan Utilities District (MUD) and City in connection with the public improvement redevelopment project need to provide for new water mains. MUD estimates the cost of such work for Phase 1B to be \$43,513. The water main project is identified as MUD Job No. 100055001223. Additional water mains will be required as the design of public infrastructure proceeds.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT FOR INSTALLATION OF WATER MAINS FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJET.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the Metropolitan Utilities District (MUD) currently operates potable water services and facilities within the boundaries of the City of La Vista and;

WHEREAS, the City of La Vista (City) desires construction of a water main within the City's right of way or utility easements, and;

WHEREAS, the City of La Vista's payment of \$43,513.00 to the District shall begin the installation, by MUD, of the water mains for the public improvement redevelopment project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Metropolitan Utilities District for installation of water mains for the public improvement redevelopment project in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

WATER MAIN EXTENSION AGREEMENT

District Job No. 100055001223

The parties find, determine, and agree as follows:

1. Pursuant to the Nebraska Interlocal Act, Nebraska Revised Statutes Section 13-801 et seq, as amended, ("Interlocal Act"), any power or powers, privileges, or authority exercised or capable of exercise by a political subdivision may be exercised and enjoyed jointly with any other political subdivision, and any two or more political subdivisions may enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Act. Any one or more political subdivisions may contract with any one or more other political subdivisions to perform any governmental service, activity, or undertaking which at least one of the political subdivisions entering into the contract is authorized by law to perform; and
2. The purpose of the Interlocal Act is to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other government units on a basis of mutual advantage and provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with factors influencing the needs and development of local communities; and
3. The District currently operates potable water services and facilities within the boundaries of Applicant and the Applicant desires construction of a water main within right of way or utility easements of Applicant; and
4. The District and Applicant deem it to be to their mutual advantage to cooperate with each other to provide for construction of the water main as described in this Agreement, and doing so will make more efficient use of their powers and facilities to their mutual benefit and advantage, and will accord best with factors influencing the needs and development of local communities.
5. The District and Applicant enter this Agreement pursuant to the Interlocal Act.

In consideration of the Applicant's payment of Forty Three Thousand Five Hundred Thirteen and 00/100 Dollars (\$ 43,513.00) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible.

200'+/- of 8" D.I.P.J. water main in LaVista City Centre Phase 1 at S. 83rd Avenue and Brentwood Drive to serve lot 3

as shown on the attached plat marked Exhibit "A", together with such appurtenances, as the District deems necessary (the "main" or "mains"). This consideration includes (1) the estimated (total) cost of the main installation (\$ 43,513). The estimated total cost of the main installation is \$ 43,513, of which cost the District shall assume \$ None, which is the estimated difference in cost between an 8 "main required and an 8 "main installed.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District shall not be required to work on the project without additional compensation and/or an appropriate time extension. If frost is more than eight (8) inches in depth, the additional compensation to install and/or the appropriate time extension will be negotiated and will be approved by the Applicant before proceeding.

The Applicant shall not pave the panels of paving where the water main connection will be made at the intersection of S. 83rd Avenue and Brentwood Drive.

Where main installation is required ahead of paving, prior to the start of installation and approved by the District, the Applicant shall submit field notes on construction staking to the District's Engineer. Field notes shall include station, proposed pipe grade, existing and proposed ground elevation over the main, cut required from grade stake to bottom of ditch to provide five (5) feet cover over the main, benchmark location and benchmark elevation. The Applicant shall provide all line and grade stakes necessary for the installation and verify, during construction, that the main is installed to the specified line and grade. (If Private Streets - Said construction staking shall include the areas of any easements Applicant owns, or have been granted by Third Parties, that are within areas where the District's facilities are to be installed including private access roads, lot lines, etc. in order to assure the District's facilities are installed within said easements.)

Maximum construction stake spacing shall be fifty (50) feet. Stakes shall be installed along proposed back of curb. Stakes shall include elevation, grade and proposed cut. The Applicant shall stake sewer crossing. Sewer crossing stakes shall include the elevation of the bottom of the sewer pipe and cut required to provide eighteen (18) inch minimum clearance between the bottom of the sewer and the top of the main.

Upon completion of the job and prior to the release of the main for service, the Applicant shall certify in writing to the District that the main was installed to the line and grade indicated on Exhibit "A" and in accordance with the Applicant's line and grade stakes. Failure to do so shall constitute the Applicant's representation that the main was installed to correct line and grade.

In accordance with the Interlocal Act:

1. The duration of this Agreement shall be as follows: This Agreement shall begin upon its execution by both parties and end upon completion of performance of all the obligations of the parties as described herein;
2. There shall be no separate legal or administrative entity created by this Agreement to administer this Agreement.
3. The purpose of this Agreement is to provide for construction of the water main as described above.
4. The City will pay for costs of the water main construction as described above. No separate budget will be established or maintained by the parties apart from normal budget and accounting records maintained by each of the parties;
5. This Agreement will end upon completion of performance by both parties and shall not terminate before that occurs. The District will own the water main at all times, including the end of the Agreement.
6. The parties do not contemplate any levy, collection, or accounting for any tax authorized under sections 13-318 to 13-326 or 13-2813 to 13-2816; and
7. The District's Director of Engineering Design and City Engineer jointly shall be the administrators of this Agreement for the parties.
8. The water main will be acquired, held and disposed of in the manner described in this Agreement.

APPLICANT:
City of LaVista, Nebraska

METROPOLITAN UTILITIES DISTRICT OF OMAHA:

By: _____
Title: _____
Date: _____

By: _____
Senior Vice President, Operations
Date: _____

Printed Name _____
Attest: _____
Title: _____

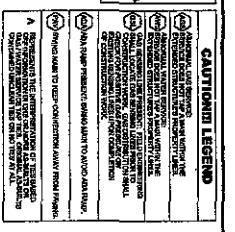
APPROVED AS TO FORM:

Address for giving notices:
City of LaVista
8116 Park View Blvd.
LaVista, NE 68128

Senior Vice President, General Counsel



NAME OF DEVELOPER JOHN KOTTMANN, CITY OF LA JUNTA
DEVELOPER'S ADDRESS 816 S PARK, VENICE, CALIFORNIA 90290 PHONE NO. (424) 353-4545
ENGR. FIRM QSSON & ASSOCIATES ENGR. ERIC GALLEY PHONE NO. (424) 341-1111
SU'D. NO. NA ATTY. NA



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NAME OF DEVELOPER JOHN KOTTMANN, CITY OF
DEVELOPER'S ADDRESS 8145 PARK VIEWBLVD, E
ENGR. FIRM OLSON ASSOCIATES ENGR.
SIC NO. NA ATTY. NA

3. PHONE NO. 402-331-4344

NOTE III

A
REMARKS: _____

LA VISTA CITY CENTRE PHASE 1
S. 83rd AVE. & BRENTWOOD DR. WP1536

536

LA VISTA CITY CENTRE PHASE 1
S. 83rd AVE. & BRENTWOOD DR. | WP1536

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EXHIBIT "A"

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25-24
LABEL X00000
PART NUMBER

1988

LA VISTA CITY CENTRE

S. 84th ST

S. 83rd AVE

S. 82nd AVE

BRENTWOOD CROSSING

LA VISTA CITY CENTRE

1988

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT - CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between Sarpy County, City of Bellevue, City of Gretna, City of La Vista, City of Papillion and City of Springfield, creating the Sarpy County and Cities Wastewater Agency.

FISCAL IMPACT

Sarpy County will be providing \$250,000 as an initial budget with no request being made to cities for a contribution.

RECOMMENDATION

Approval

BACKGROUND

The Agency's primary role is designed as a mechanism for cooperation and coordination between Sarpy County and the five cities to create development and an enhanced tax base through new growth. The Agency is designed to allow each entity to maintain their own assets, autonomy and individual self-determination regarding growth. A summary report with background information is included for your information. .

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY AND THE CITIES OF BELLEVUE, GRETNA, PAPILLION AND SPRINGFIELD CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the Agency's primary role is designed as a mechanism for cooperation and coordination between Sarpy County and the five cities to create development and an enhanced tax base through new growth, and;

WHEREAS, the Agency is designed to allow each entity to maintain their own assets, autonomy and individual self-determination regarding growth, and;

WHEREAS, Sarpy will provide \$250,000 as an initial budget with no contribution request being made to cities; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Sarpy County and the Cities of Bellevue, Gretna, Papillion and Springfield creating the Sarpy County and Cities Wastewater Agency in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUMMARY REPORT
UNIFIED SOUTH SARPY WASTEWATER SYSTEM (Unified SSWS)

BACKGROUND INFORMATION:

- Lack of sanitary sewer service south of the ridgeline is increasingly becoming an impediment to economic development and growth in Gretna, Springfield, Papillion, Bellevue in particular, and Sarpy County, and the Greater Omaha Metropolitan area, and the State of Nebraska in general.
- Sanitary sewer service in Sarpy County and the five cities is mainly provided by the City of Omaha
- Sarpy County and the five cities pay for sanitary sewer service; including the Combined Sewer Separation Charges (CSO Charges) where 100% of the CSO mandates are north of Harrison street in Omaha.
- Sarpy County encompasses roughly 159,000 acres. Almost 60% of Sarpy County lies below a hydrological ridge line where no sanitary sewer service is available
- Effectively, the City of Omaha will not accept sewer south of the ridgeline for development in southern Sarpy County
- Over the last two years (2015-2016) Sarpy County, in collaboration and cooperation with the United Cities of Sarpy County updated the original study
- The recent study concluded a cooperative regional system would provide the needed capacity, and increase the economic development and growth competitiveness of the County, metropolitan area and State of Nebraska
- The recent update of the study and the cooperation between the county and cities resulted in a change in state law (LB 253) clearing the way for Sarpy County and the five cities to create an Agency to provide sanitary sewer service to the southern portion of Sarpy County independent of the City of Omaha.
- At the core of providing a long-term regional solution to the wastewater needs in Sarpy County is the need to establish some form of a regional authority or system. A basic foundation of regionalization is that it provides an overall benefit to the regional stakeholders.
- The proposed Agency Agreement also allows for funds for sewer construction, operation and maintenance to be utilized north of the ridge line (Section V(A)(1)).
- Absent a regional authority, Sarpy County and all five cities will face challenges to provide sewer service including significant water quality issues, the absence of a regional plan, and lose the economies of scale that will significantly reduce costs for current and anticipated future wastewater treatment needs.
- Additionally, a regional authority increases the likelihood of State and Federal assistance to construct a sewer system.

FISCAL IMPACT

- South of the Ridgeline growth upon full buildout is estimated to generate incremental annual revenue on the order of:
 - \$15 million per year sales tax revenue for Sarpy County cities

- \$45 million per year sales tax revenue for the State of Nebraska
- \$19 million per year property tax revenue for Sarpy County cities
- \$21 million per year property tax revenue for Sarpy County government
- \$76 million per year property tax revenue to local school districts
- The updated regional wastewater study indicates full build out over a 25-50 year period at an estimated cost of 220 million dollars

What is the plan to fund the \$220 million dollar projected cost?

- Phase IA study was completed to confirm key decisions and recommendations from the previous studies, build upon them to refine the solution and develop a plan and framework for regional sewer service, recognizing from the prior planning effort a regional approach is more economical
- Phase 1A proposed the following possible funding scenarios:
 - **Public/Private Partnerships** . An example of a public/private partnership may include financial contributions directly from the local development community and/ or investment from the public whom would get a reliable, consistent rate of return on their investment.
 - **10.0 million grant from the state of Nebraska** Of this grant, \$1.0 million should be placed in cash working capital reserves and the balance of \$9.0 million will be applied against Phase 1A capital projects.
 - **Capital Payments/Connection Fees** from new development
 - **Customer rate revenues**

How much will user rates go up as a result of this project?

- It is anticipated rates for user's north of the ridge line will be negotiated between the individual entities and the City of Omaha.
- The projected O&M usage rate for users within the SSWS area are \$4.60/1,000 gallons. For a customer that uses 7,500 gallons per month this produces a bill (\$34.50/month) that is roughly equal to the current average bill paid by local stakeholders. (pg. 21, Financial Assessment Technical memorandum)

What is this "Agency" and what will it do and who will pay for it?

- The Agency is being created to make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby 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
- Sarpy County will be providing \$250,000 as an initial budget with no request being made to cities for a contribution.
- Future budgets of the Agency will be reviewed and approved by each individual governing body
- The initial 4-year capital investment is projected at 22 million dollars (pg. 7, Financial Assessment and Technical memorandum) to be funded through

Public/Private Partnerships, Federal and State Grants, Capital Payments and Connection Fees and Customer Rate Revenues.

- The County Board and each of the five city councils will approve an Agency budget on an annual basis
- Once the budget is approved, the Agency will have authority, within the approved budget, to build the sewer system
- The County Board chair and each Mayor (or their respective designees) will each have one vote. It will take 4 votes to pass any Agency business.
- The Agency cannot encroach upon or into any of the five cities corporate limits or zoning jurisdiction to construct sewers without a specific agreement between the Agency and the respective city.

Summary:

- The Agency's primary role is designed as a mechanism for cooperation and coordination between Sarpy County and the five cities to create development and an enhanced tax base through new growth
- The Agency is designed to allow each entity to maintain their own assets, autonomy and individual self-determination regarding growth

What's Next?

- Once the Agency is created, the Agency will develop Agency Regulations and work towards selecting an engineering firm to assist with potential funding sources and to develop an implementation plan.

**INTERLOCAL AGREEMENT
CREATING THE
SARPY COUNTY AND CITIES WASTEWATER AGENCY**

THIS INTERLOCAL AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (the "Agreement") is made by and between the County of Sarpy, Nebraska (the "County" or "Sarpy County") and any number, but at least one, of the following eligible cities: the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of La Vista, Nebraska, and the City of Gretna, Nebraska (each a "Sarpy City" and, collectively, the "Sarpy Cities"). Each authorized party that enters into this Agreement shall be known, individually, as a "Member," and collectively as "Members."

WHEREAS, the County and Sarpy Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (the "Act"), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population, and other factors influencing the needs and development of the local communities;

WHEREAS, the Act allows the creation of an interlocal agency by the Members for the exercise of any power or powers, privileges, or authority granted by law to a public agency (as defined in the Act) jointly with any other public agency;

WHEREAS, the Members hereto are desirous of entering into an agreement to: (a) construct a wastewater system to serve the southern portion of Sarpy County that is south of the hydrological ridgeline (the "Ridgeline"), and to accommodate other future wastewater needs elsewhere within the County in order to promote public health, safety, and welfare of the County and the Sarpy Cities and (b) finance the costs thereof, as set forth in this Agreement;

WHEREAS, as a means of constructing, equipping, operating, and maintaining a wastewater treatment facility, sewer system, and related appurtenances south of the Ridgeline ("Unified South Sarpy Wastewater System" or "Unified SSWS"), the Members desire to create a new interlocal agency pursuant to the Act, specifically the Sarpy County and Cities Wastewater Agency (the "Agency"), and enter into service and management agreements with such Agency to the extent allowed by law and authorized by the individual governing body of each Member;

WHEREAS, the Members desire that the Agency shall also have the authority to construct, equip, operate, and maintain any other separate and distinct wastewater treatment facilities, sewer systems, and related appurtenances owned by the individual Members elsewhere within Sarpy County (collectively, the "Other Wastewater Systems" or "OWS"), subject to the terms of an applicable service and management agreement between the Agency and any such individual Member, to the extent allowed by law and authorized by the individual governing body of such Member; and

WHEREAS, the Members desire to set forth in this Agreement their respective understandings and agreements with regard to the creation, rights, duties, and obligations of the Agency.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I.

**CREATION OF THE SARPY COUNTY
AND CITIES WASTEWATER AGENCY**

Pursuant to the Act, the governing body of each Member shall approve this Agreement by resolution. The Agency shall be created immediately upon the execution of this Agreement by the governing body of Sarpy County and the governing body of at least one Sarpy City on the 19th day of September, 2017, at which time this Agreement shall be deemed fully executed and effective ("Effective Date"). The Agency shall constitute a separate body corporate and politic under the provisions of the Act. The Agency shall be subject to the control of the Members in accordance with the terms of this Agreement. A certified copy of each approving resolution shall be kept on file at the Agency's office, the location of which shall be determined by the governing board of the Agency (the "Agency Board").

SECTION II.

PURPOSES OF THE AGENCY

A. The purposes of the Agency are as follows:

1. To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby 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 the local communities;
2. To conduct feasibility studies to determine the most appropriate steps to take in designing, constructing, managing, financing, and operating the Unified SSWS;
3. To engage the Nebraska Legislature and lobbying authorities to amend the state statutes and regulations, as needed, to maximize the Members' resources and to address the regional need for the Unified SSWS;
4. To provide or contract for the acquisition, financing, and construction of the Unified SSWS, and to accommodate other future wastewater needs of the OWS;
5. To manage, operate, or contract for such management or operation services for the Unified SSWS, and to provide sewerage services as determined by the Agency; and

6. To perform all other actions to complete and operate the Unified SSWS, and to accommodate other future wastewater needs within the County, as deemed necessary or appropriate by the Agency Board.

SECTION III.

ORGANIZATION

- A. Agency Board. The Agency shall be governed by the Agency Board, which shall be comprised of one voting representative from each Member (each an “Agency Board Member”). Upon this Agreement’s execution, the initial Agency Board Members shall automatically consist of the following: the Chair of the Sarpy County Board and the Mayor of every Sarpy City that enters into this Agreement. Each such initial Agency Board Member shall serve on the Agency Board until he or she appoints a successor or, alternatively, a successor is appointed by his or her respective Member’s individual governing body. Such successor representatives shall each serve at the pleasure of the respective Member he or she represents and shall serve on the Agency Board until a subsequent successor is appointed.
- B. Designees. In the event of an Agency Board Member’s absence or inability to perform his or her role as an Agency Board Member, said Agency Board Member, or his or her respective Member’s individual governing board, may designate, in writing, a representative (“Designee”) to fulfill all the functions of the Agency Board Member, except any Agency Board Officer functions said Agency Board Member might have, during the Agency Board Member’s absence. Upon request of any Agency Board Member, a Designee shall immediately produce the written designation statement which purports to designate the Designee. Failure to produce such written designation statement upon the request of an Agency Board Member shall result in the purported Designee not being allowed to fulfill the functions of the Agency Board Member during such Agency Board Member’s absence. There shall be no regulations regarding the formality of the written designation statement except that it shall be reduced to writing and clearly articulate that its intended purpose is to designate a Designee. Written designation statements may be prepared well in advance of any Agency Board business and may endure on an as-needed basis unless clearly terminated per the terms of the written designation statement.
- C. Voting. Each Agency Board Member shall have one vote on all matters before the Agency Board. Unless additional approval is otherwise required by this Agreement, by law, or by any agreement to which the Agency is a party, all actions of the Agency shall require a majority of all Agency Board Members to pass, regardless of the number of Agency Board Members present and capable of voting at a particular Agency Board meeting. In the absence of a quorum, Agency Board Members present shall not transact any business and the meeting shall be immediately adjourned. In the event a particular Agency Board Member recuses himself or herself, he or she will not be considered capable of voting.
- D. Quorum. A majority of all Agency Board Members shall constitute a quorum for the transaction of any Agency business.

E. Agency Board Officers and Related Terms. The following terms shall apply with respect to the officers of the Agency Board (“Agency Board Officers”) identified below. The election process and term limits for the Agency Board Officers identified below shall be specified in the Agency Regulations.

1. Agency Board Officers. The Agency Board shall have the following Agency Board Officers:
 - a. Chair. The Sarpy County Board Chair shall serve as the initial Agency Board Chair. Thereafter, the Agency Board Chair shall be elected from among the Agency Board Members, in accordance with the Agency Regulations. The Agency Board Chair shall be responsible for calling Agency Board meetings to order and presiding over such meetings.
 - b. Secretary. The Agency Board Secretary, who may or may not be an Agency Board Member, shall be appointed by the Agency Board. If the Agency Board Secretary is not an Agency Board Member, he or she shall have no voting privileges. The Agency Board Secretary shall attend every Agency Board meeting and keep a record of the proceedings thereof.
 - c. Treasurer. The Agency Board Treasurer, who may or may not be an Agency Board member, shall be appointed by the Agency Board. If the Agency Board Treasurer is not an Agency Board Member, he or she shall have no voting privileges. The Agency Board Treasurer shall be the custodian of the annual budget, set forth in Section IX, and shall be the custodian of and receive all monies belonging to the Agency.
 - d. Additional Officers. The Agency Board may create such other additional Agency Board Officer positions as may be deemed appropriate by the Agency Board.
2. Agency Board Officer Duties. The Agency Board may establish such other Agency Board Officer duties beyond those specifically established herein or by applicable law, regulation, or agreement as may be deemed appropriate by the Agency Board.
3. Agency Board Officer Terms. The Agency Board may set term limits for the Agency Board Officer positions as may be deemed appropriate by the Agency Board.
4. Agency Board Officer Designees. In the event of an Agency Board Officer’s absence or inability to perform his or her role as an Agency Board Officer, the Agency Board may designate an Agency Board Officer designee (“Agency Board Officer Designee”) as may be deemed appropriate by the Agency Board to fulfill the functions of the Agency Board Officer during the Agency Board Officer’s absence. An Agency Board Officer Designee serving in the role of Agency Board Chair must be designated from among the Agency

Board Members. Any other Agency Board Officer Designee not serving in the role of Agency Board Chair does not have to be designated from among the Agency Board Members unless otherwise required by any law, rule, regulation, or agreement.

- F. Meetings and Notice. The Agency Board shall meet as needed but at least once each fiscal year, and notice of such meetings shall be provided to each Agency Board Member at his or her principal office, the address of which shall be provided by each Agency Board Member to the Agency Board Secretary who shall be responsible for maintaining all such information. The meetings will be scheduled and conducted pursuant to the Nebraska Open Meetings Act and minutes for such meetings will be recorded and provided as required by law.
- G. Legal Counsel. The Agency may be represented by special counsel appointed by the Agency Board for such matters as the Agency Board deems appropriate. The Agency Board shall establish the terms and conditions of such special counsel's services.
- H. Fiscal Year. The Agency shall maintain a fiscal year commencing on July 1st and ending on June 30th of each calendar year.

SECTION IV.

DURATION

The duration of the Agency shall be perpetual, commencing upon the Effective Date, and shall continue in effect until the Agency dissolves pursuant to Section XVI; provided, however, that the Agency shall not dissolve if any Bonds described in Section X below (including any and all refunding thereof) are outstanding under the terms of any bond resolution adopted by the Agency pursuant to the Act.

SECTION V.

POWERS

- A. The Agency shall have only such powers as are allowed herein or by the Interlocal Cooperation Act, the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601 et seq., or any other applicable laws, rules, regulations, or agreements, and any amendments thereto. Such powers shall include, but shall not be limited to, the following powers to:
 1. Make or cause to be made such engineering, feasibility, or other studies and surveys as are necessary, useful, or convenient to carrying out the functions of the Agency within the jurisdiction of the Agency; any engineering, feasibility, or other studies and surveys as are necessary, useful, or convenient to carrying out the functions of the Agency within a Member's corporate limits, declared extraterritorial zoning jurisdiction (hereafter "ETJ"), wastewater service area designated per interlocal agreement, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County

Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., shall require approval by the Agency and the governing body of said Member.

2. Engage the Legislature and lobbying authorities to amend the state statutes and regulations, as needed, to maximize the Members' resources and to address the regional need for the Unified SSWS;
3. Establish just and equitable rates, fees, or charges for the use of or connection to the Unified SSWS, any property or equipment associated therewith, or any services provided in connection with said system;
4. Make and execute contracts, Interlocal Cooperation Agreements, and other instruments necessary or convenient to exercise its powers, including, but not limited to, service and management agreements, if any, and contracts for the acquisition, financing, construction, and operation of the Unified SSWS and OWS, subject to any requisite approvals of the Members' individual governing bodies;
5. Make, amend, and repeal such Agency bylaws, rules, and regulations from time to time which are not inconsistent with the Act and this Agreement and which are intended to carry out and effectuate the Agency's powers and purposes;
6. Make all necessary rules and regulations governing the use, operation, and control of the Unified SSWS, related structures, equipment, and employees;
7. Purchase, plan, develop, construct, equip, maintain, and improve the Unified SSWS and maintain, improve, or repair such OWS as may be deemed appropriate by the Agency;
8. Lease or acquire real property, or such other property rights as may be necessary, by gift, grant, purchase, or condemnation, as necessary, for the construction and operation of the Unified SSWS or OWS;
9. Acquire, hold, use, and dispose of any financial reserves derived from the operation of the Unified SSWS for the purposes of the Agency;
10. Acquire, hold, use, and dispose of other personal property for the purposes of the Agency;
11. Establish, pursuant to Section VII and Agency Regulations, the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems;
12. Provide sewer services to those areas of Sarpy County that are south of the Ridgeline, and not already served by any Member, in coordination with:
 - a. The Member(s) that have jurisdiction over such areas;

- b. Other applicable political subdivisions of the State of Nebraska; and
- c. Any agency thereof;

13. Relinquish control over an area within the Agency's Jurisdiction to a particular Member or Members, subject to approval of such Member(s) governing body or bodies. Conversely, if a Member's governing body wishes to relinquish sewer system control over an area within said Member's jurisdiction to the Agency, the Agency shall have the power to accept such control and amend the Agency Jurisdiction accordingly;
14. Contract with and compensate consultants for professional services, including, but not limited to, architects, engineers, planners, lawyers, accountants, and any others not specifically listed herein that the Agency Board finds necessary, useful, or convenient to carry out the stated purposes of the Agency;
15. Provide for a system of budgeting, accounting, auditing, and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;
16. Consult with representatives of Federal, State, and local authorities and their officers and employees and to contract with such authorities for services and equipment as needed for the Unified SSWS;
17. Borrow money, issue negotiable bonds, certificates, bond anticipation notes, refunding bonds, and notes, all in accordance with the Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds, and notes, or any part thereof, by a pledge of any or all of the Agency's net revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge for such purposes;
18. Provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;
19. Receive payments for the use of or connection to the Unified SSWS and associated equipment and property;
20. Hire employees, fix their compensation and benefits, adopt personnel rules and regulations, and terminate their employment, as needed;
21. Employ a manager and operator which may be a political subdivision, entity, or a person and which may exercise such of the Agency's powers as shall be set forth in a contract and as determined by the Agency Board from time to time;

22. Obtain and contract for insurance coverage for the Agency, its Agency Board Members, and Agency employees as the Agency Board deems appropriate;
23. Identify and evaluate potential grant funding from the State Site and Building Development Fund, Water Sustainability Fund, legislative action, and other potential funding sources, and take the appropriate actions to apply for and accept such funds;
24. Borrow money and accept grants, contributions, property, or loans from, and enter into contracts, leases, or other transactions with, other political subdivisions, the State of Nebraska, the United States of America, and any agency thereof;
25. Contract with individual Members to allow Agency funds to be used for other sewer facilities located in the OWS for the purposes of promoting public health, safety, and welfare; and
26. Exercise such other powers as are available under applicable law.

B. The exercise of any Agency power or action involving a financial commitment by either the Agency or any individual Member must be included in the annual budget set forth in Section IX or in any applicable Service Agreement, as provided in Section X.

C. The exercise of any Agency power or action that would obligate or otherwise bind a particular Member in any other way shall also require the pre-approval of such Member's governing body.

SECTION VI.

PROJECTS CONSISTENT WITH THE MASTER PLAN

The Agency shall work with the Members, consultants, and other outside individuals and agencies as are necessary to plan, develop, and approve a master plan for the design of the Unified SSWs ("Master Plan"). Once approved by the Agency, the Master Plan will be incorporated into and deemed a part of this Agreement by this reference. The Master Plan shall set out a recommended list of priorities in relation to the phasing of the Master Plan. In the event a Member wishes to prioritize a particular project within said Member's corporate limits, ETJ, , areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or within said Member's wastewater service area designated per interlocal agreement (hereafter "Designated Wastewater Service Area"), which project is consistent with the Master Plan, but is not able to secure the Agency's approval of such prioritization, said Member shall be allowed to independently secure funding for and construct said project. Subject to Agency engineering review and approval, conformity with all applicable rules and regulations including the Master Plan, payment of all applicable

connection fees, and an approved wastewater service and connection agreement with the Agency, said project shall be permitted to connect to and receive service from the Unified SSWS without incurring a penalty above and beyond the applicable connection fees.

SECTION VII.

THE AGENCY'S JURISDICTION

- A. The Agency's Jurisdiction shall be established upon the approval of both the Agency Board and each Member's individual governing body that possess corporate limits, ETJ, Designated Wastewater Service Area, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq. However, in no event will the Agency have Jurisdiction over any of these areas unless the individual governing body of each Member having any such jurisdiction within said area approves of such area being within the Agency's Jurisdiction.
- B. The Agency is not limited to financing, constructing, equipping, operating, and maintaining a sewer system exclusively within the Agency's Jurisdiction. However, once the Agency's Jurisdiction is established, the Agency shall have sole jurisdiction within such area to authorize, design, and construct the Agency's sewer system to the exclusion of all other sewer systems, unless such other sewer system(s) within such area are otherwise allowed herein, pursuant to law, or by agreement of the Agency.
- C. The Agency's Jurisdiction may be amended from time to time as necessary and upon the approval of both the Agency Board and the Members' individual governing bodies, subject to the provisions of this Agreement.
- D. Any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member's governing body prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction shall not be subject to the Agency's Jurisdiction so long as no connection to the Unified SSWS is proposed. However, in the event a Member seeks to connect such wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency.

SECTION VIII.

COOPERATION FROM MEMBERS

The Members agree to cooperate, respond to reasonable requests, and make information available to the Agency for the purposes of this Agreement, subject to the protections and limitations of the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 through 84-712.09.

SECTION IX.

ANNUAL BUDGET

- A. By April 30th of each year, the Agency Board shall prepare an itemized annual budget for the upcoming fiscal year which, upon approval of the Agency Board, shall be presented to and subject to approval of the individual governing body of each Member. Such annual budget for the upcoming fiscal year shall be considered by the governing body of each Member by May 31st of each year. The exercise of any Agency powers involving financial commitments of any Member(s) must be included in the annual budget, unless otherwise approved by the governing bodies of all such Member(s) pursuant to an applicable Service Agreement. Upon the approval of the annual budget by the governing bodies of all Members, such budget shall immediately be considered adopted and effective to bind the Agency for the upcoming fiscal year.
- B. In the event the governing body of any individual Member does not approve the annual budget for an upcoming fiscal year by May 31st, the annual budget shall be revised by the Agency Board so that no new financial obligations for such non-approving Member shall be included within the revised annual Agency budget and no new Agency projects located within such non-approving Member's corporate limits, ETJ, or Designated Wastewater Service Area, shall be included within the revised annual Agency budget. Additionally, the annual budget shall be revised by the Agency Board so that no new Agency projects shall be located within such non-approving Member's "area of future growth and development" under the maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., but only in those instances where more than fifty percent of any such new Agency project is proposed to be located within such non-approving Member's "area of future growth and development" as determined by linear measure. In the event fifty percent or less of any new Agency project is proposed to be located within such non-approving Member's "area of future growth and development," the foregoing prohibition shall not apply and such new Agency project may be located within such non-approving Member's "area of future growth and development" without the need to obtain such non-approving Member's authorization.
- C. Any revisions that are made to an annual budget for an upcoming fiscal year pursuant to Section IX(B) shall not relieve the non-approving Member from any existing financial obligations approved as part of a previous fiscal year's budget or as part of a previous agreement to which the non-approving Member was a party, nor shall it

relieve the Agency from any existing project obligations located within the non-approving Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area that were approved as part of a previous annual budget or by a previous agreement to which the Agency was a party. After such revisions have been prepared and approved by the Agency Board, the revised annual Agency budget shall be presented to the governing body of each Member by June 30th of that same year. A revised annual Agency budget shall be considered sufficiently adopted and effective to bind the Agency for the upcoming fiscal year so long as the Agency Board and the governing body of each Member with new financial obligations included within the revised annual budget and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area, has approved the annual revised budget.

- D. Over the course of a fiscal year, the corresponding annual Agency budget may be amended from time to time as deemed necessary or appropriate by the Agency Board. An annual Agency budget amendment shall be considered sufficiently adopted and effective to bind the Agency for the remainder of the applicable fiscal year so long as the Agency Board, the governing body of each Member with new financial obligations included within the annual Agency budget, and the governing body of each Member with Agency projects located within such Member's corporate limits, ETJ, areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, Neb. Rev. Stat. § 23-3601, et seq., or Designated Wastewater Service Area have approved such amendment to the annual Agency budget.
- E. The budget shall be prepared and filed as provided in the Nebraska Budget Act, Neb. Rev. Stat. § 13-501 et seq. as may be amended from time to time.
- F. Member contributions, if needed, will be determined and agreed upon between the Agency and each Member's governing body as part of the annual budget.

SECTION X.

ISSUANCE OF BONDS

The Agency may issue bonds or undertake other forms of indebtedness (hereafter "Agency Bonds"). However, in the event an Agency Bond or other form of indebtedness undertaken by the Agency also involves the resources or funds of any individual Member, no such Agency Bonds may be issued or indebtedness undertaken by the Agency unless a service agreement between the Agency and the applicable Member(s) ("Service Agreement") is executed by the Agency and each such Member that is to be responsible for such debt service, or other related responsibilities, on the applicable indebtedness that is to be created or amended, as applicable. Such Service Agreement

shall provide that additional payments shall be made by the Agency and Member, as applicable, to cover any such debt service or obligations. Such indebtedness shall also be included in the Agency's annual budget, as provided under Section IX. Such Service Agreements are not required for those Agency Bonds supported solely by the resources and funds of the Agency as determined and approved by the Agency Board and the Agency's Bond Counsel. The creation or amendment of a Service Agreement shall not be valid until presented to, and approved by, the Agency Board and the individual governing body of each Member that will be obligated on the debt service, or other related responsibilities, with respect to the Agency Bonds or other indebtedness undertaken by the Agency. No vote of each Member's individual governing body will be required for the Agency to pay down or pay off Agency Bonds when included within the Agency's annual budget unless the Agency intends to pay down or pay off Agency Bonds by issuing additional Agency Bonds.

SECTION XI.

ASSISTANCE FUNDS

Assistance Funds from federal or state sources may be available for Agency approved projects. "Agency approved projects" are those projects that have been authorized by the Agency, subject to the provisions of this Agreement, including but not limited to Section VII(A). This Section shall not apply to Assistance Funds sought and received by a Member's governing body for purposes of non-Agency approved projects. All receipts received by or allocated for an Agency approved project to any Member from federal or state sources for the Unified SSWS or for the purposes of this Agency (collectively, the "Assistance Funds") shall be aggregated and allocated among the Members in proportion to the total allocation of expenses to each Member by agreement of the Members' governing bodies, as the same may be amended from time to time in accordance with the provisions of this Agreement. Assistance Funds allocated to an individual Member are hereinafter referred to as "[Name of Party] Assistance Funds." Each Member shall then apply its Assistance Funds, as aggregated and allocated consistent with the above provisions, first, to the payment of the principal of and interest on the Series of Bonds issued to pay its share of the costs of the Unified SSWS for so long as any Bond of such Series is outstanding and unpaid under the resolution authorizing its issuance, and, second, to the direct payment of the costs of the Unified SSWS allocation to such Member.

SECTION XII.

NOT FOR PROFIT

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

SECTION XIII.

MANNER OF ACQUIRING, HOLDING, AND DISPOSING OF PROPERTY

- A. The Agency Board may lease, purchase, or acquire by any other lawful means from a Member, or from any other source, such real or personal property as is required for the operation of the Agency and for carrying out the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency; provided, however, that any property, personal or real, which is contributed by and titled to an individual Member or Members, but not purchased by the Agency, may be used by the Agency, but such property shall remain titled to the applicable Member(s), unless otherwise provided by the Agency Board and the title holding Member. The Agency Board may also dispose of such real or personal property as deemed necessary or appropriate by the Agency Board by any lawful means.
- B. In the event an annexation occurs by any Member after the creation of the Agency, which results in any sewer lines and related appurtenances built by the Agency being within the corporate limits of the annexing Member, title to such sewer lines and appurtenances may be transferred to the annexing Member upon the mutual approval of such terms and conditions of a sale or other agreement between the Agency Board and the annexing Member as may be deemed appropriate by such parties.
- C. All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Agency Board and executed by the Chairman on behalf of the Agency. Any such conveyance of any real or personal property held in the name of the Agency, or any interest thereon, in one or more transactions in excess of \$500,000.00 shall require prior approval of the individual governing body of each Member.

SECTION XIV.

LATE ENTRY OF ADDITIONAL MEMBER(S)

This Agreement may be amended to add additional Member(s) to the Agency upon written amendment approved by all governing bodies and executed by all Members. Any additional Member(s) seeking to join the Agency after October 31, 2017 shall be required to pay a prorated share of all of the costs, which the Members have incurred to date, as well as any additional fees, damages, or other costs as unanimously determined by the Agency Board.

SECTION XV.

WITHDRAWAL OF MEMBER(S)

The withdrawal of any Member(s) from the Agency shall require 90 days advance written notice to the Agency of such Member(s)' intention to withdraw from the Agency if such Member is not obligated on any indebtedness under a Service Agreement. No Member shall withdraw from the Agency if such Member is obligated with respect to indebtedness issued under a Service Agreement.

SECTION XVI.

DISSOLUTION

- A. The Agency shall not be dissolved so long as any Agency Bonds are outstanding under the instrument pursuant to which they were issued by the Agency.
- B. Upon dissolution of the Agency, all assets and liabilities of the Agency shall be distributed to the Members on as agreed upon by a majority of Agency members.

SECTION XVII.

AMENDMENT OF AGREEMENT

This Agreement may only be amended upon the execution of a written amendment by the governing bodies of all Members of the Agency, and the approval of resolutions adopting the terms of the written amendment by the individual governing body of each Member of this Agreement.

SECTION XVIII.

MISCELLANEOUS PROVISIONS

- A. Separate Legal Entities. This Agreement shall be construed to have created an interlocal agency as a separate legal entity.
- B. Indemnification. Each Member agrees to release, indemnify and hold harmless ("Indemnifying Member") each other Member ("Indemnified Member") and said Indemnified Member's officers, officials, employees, and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of the Indemnifying Member, or the officers, officials, employees, agents, or contractors of the Indemnifying Member related to or arising out of the establishment, operation, or maintenance of the Unified SWSS or OWS.
- C. Governmental Subdivision. Except as provided herein, each Member shall maintain its autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision. This Agreement shall not relieve any Member of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by the Agency as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.
- D. Modifications. No modification, termination, or amendment of this Agreement may be made except by written agreement signed by the governing bodies of all of the Members.

- E. Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- F. Governing Law. The Parties to this Agreement shall conform to all existing and applicable state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.
- G. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by a court of competent jurisdiction located in Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in such court located in Nebraska.
- H. Incorporation. The recitals are incorporated herein by this reference.
- I. Entire Agreement. The entire understandings and agreements between the Members hereto are contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction.
- J. Assignment. This Agreement, or any benefit, interest, obligation, or responsibility of any Member under this Agreement, may not be assigned by any Member without express written consent of the governing bodies of all Members.
- K. Further Assurances. From and after the Effective Date of this Agreement, the Members agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Member, at any time and from time to time, upon request by any other Member and without further consideration, shall take or cause to be taken such actions and execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Members, without increasing or extending any cost, duty, or liability of the responding Member.
- L. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.
- M. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, each Member agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin.

N. Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Members agree that any Member shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

(Signatures on following pages.)

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by Sarpy County this _____ day of _____, 20_____.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Bellevue this _____ day of _____, 20____.

ATTEST:

Sabrina Ohnmacht, City Clerk

CITY OF BELLEVUE, a Nebraska
Municipal Corporation

By _____
Rita Sanders, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Papillion this _____ day of _____, 20____.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown, City Clerk

By _____
David P. Black, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of La Vista this _____ day of _____, 20 ____.

ATTEST:

Pamela A. Buethe, City Clerk

CITY OF LA VISTA, a Nebraska
Municipal Corporation

By _____
Douglas Kindig, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Gretna this _____ day of _____, 20 ____.

ATTEST:

Tammy L. Tisdall, City Clerk

CITY OF GRETNA, a Nebraska
Municipal Corporation

By _____
James W. Timmerman, Mayor

CITY SEAL

IN WITNESS WHEREOF, the Members have caused this Interlocal Act Agreement to be executed by the duly authorized officers.

Signed by the City of Springfield this _____ day of _____, 20____.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen Gottsch,
City Administrator/City Clerk

By _____
Robert Roseland, Mayor

CITY SEAL

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS 84 TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT PAVEMENT & SEWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the re-advertisement for bids for Pavement and Sewers construction associated with the Public Improvement Redevelopment Project in the 84th Street Redevelopment Area.

FISCAL IMPACT

The FY 17/18 Biennial Budget provides funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval

BACKGROUND

The proposed construction includes concrete paving of public streets and on-street parking stalls, construction of sanitary sewers, construction of storm sewers and construction of related improvements such as retaining walls, fences, seeding, erosion control, signage, street lighting, and miscellaneous appurtenant work. This is a portion of the CIP Project No. CD-17-008. It does not include the Phase 1B portion of the project that was recently awarded to KSI Construction in order to meet the time requirements to serve Lot 3.

The original bidding took place on July 26, 2017 at which time only one bid was received that was well over the Engineer's Estimate. That bid was rejected at the August 15, 2017 Council meeting. The revised bidding package allows for construction in 2018 since Phase 1B has been removed.

Preparation of plans and specifications for this project have been completed by Olsson Associates. The Engineer's Estimate for the proposed construction work is \$3,529,726.80. The recommended schedule for bidding this work is:

Publish Notice to Contractors	September 27 and October 4, 2017
Non-Mandatory Pre-Bid Meeting	October 10, 2017 at 3:00 pm
Open Bids	October 18, 2017 at 10:00 am City Hall
Council Award Contract	First meeting in November 2017

The Notice to Contractors will also be posted on the City's web site and at www.standardshare.com

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RE-ADVERTISEMENT FOR BIDS FOR PAVEMENT AND SEWERS CONSTRUCTION ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that pavement and sewer construction in the 84th street redevelopment area is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding in the Capital Improvement Program for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	September 27 and October 4, 2017
Non-Mandatory Pre-Bid Meeting	October 10, 2017 at 3:00 pm
Open Bids	October 18, 2017 at 10:00 am at City Hall
Council Award Contract	First meeting in November 2017

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the re-advertisement for bids for pavement and sewer construction associated with the public improvement redevelopment project in the 84th street redevelopment area.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

84TH STREET REDEVELOPMENT AREA CITY CENTRE INFRASTRUCTURE PAVEMENT & SEWERS CD-17-008 CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pamela Buethe, City Clerk of the City of La Vista, at City Hall, 8116 Park View Boulevard, La Vista, Nebraska 68128, until October 18, 2017, at 10:00 A.M., for Pavement and Sewers construction associated with the City Centre Infrastructure in the 84th Street Redevelopment Area, CD-17-008, in and for said City according to plans and specifications for said improvements now on file at the office of the City Clerk. At such hour, or as soon as practicable thereafter, the bids will be opened publicly in the presence of the bidders for furnishing labor, materials, and equipment necessary for the proper construction of this project.

The extent of the work includes the concrete paving of public streets and on-street parking stalls, construction of sanitary sewers, construction of storm sewers and construction of related improvements such as retaining walls, fences, seeding, erosion control, signage, street lighting, and miscellaneous appurtenant work.

Plans, Specifications and Contract Documents may be examined online at www.standardshare.com. Search for the project name in the Plan Room found at www.standardshare.com. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 S. 108th St. / Omaha, NE 68137 / 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of The City Clerk of the City of La Vista at City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will only be accepted from those listed on the planholders list kept at the offices of Standard Digital Imaging / StandardSHARE.

A non-mandatory Pre-Bid on-site meeting will be held on October 10, 2017 at 3:00 P.M. Prospective Bidders shall meet at Olsson Associates, 2111 S. 67th Street, Suite 200, Omaha, NE 68106. A review of the project plans to identify and clarify schedule, phasing, construction items and other items related to performance of the work.

All work shall be furnished in strict accordance with the plans, specifications and contract documents prepared by Olsson Associates, Engineers for the City of La Vista. All proposals must be submitted on the Proposal form prepared by Olsson Associates. This form is part of the documents that can be obtained at the StandardSHARE web site or offices.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount not less than five (5) percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska, as security that the Bidder to whom the contract may be awarded will enter into a contract to perform the work in accordance with this Notice and other contract documents, and will furnish the required bonds in amount equal to 100% of the contract price.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, *Nondiscrimination in Federally assisted programs* of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

No Bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids. The City of La Vista, Nebraska reserves the right to reject any or all bids and to waive informalities.

ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00
2	REMOVE PAVEMENT	SY	5453	\$3.50	\$19,085.50
3	REMOVE SIDEWALK	SF	523	\$3.00	\$1,569.00
4	REMOVE MEDIAN SURFACING	SF	1136	\$3.00	\$3,408.00
5	REMOVE 12" OR SMALLER SEWER PIPE	LF	526	\$10.00	\$5,260.00
6	REMOVE 15" TO 18" SEWER PIPE	LF	311	\$12.50	\$3,887.50
7	REMOVE 18" SEWER PIPE	LF	418	\$20.00	\$8,360.00
8	REMOVE 54" SEWER PIPE	LF	53	\$40.00	\$2,120.00
9	REMOVE MANHOLE	EA	3	\$500.00	\$2,400.00
10	REMOVE FLARED END SECTION OVER 36" TO 48"	EA	1	\$500.00	\$500.00
11	REMOVE FLARED END SECTION OVER 48" TO 60"	EA	1	\$550.00	\$550.00
12	REMOVE LIGHT POLE	EA	2	\$500.00	\$1,000.00
13	REMOVE AREA INLET	EA	1	\$575.00	\$575.00
14	REMOVE CURB INLET	EA	3	\$575.00	\$1,725.00
15	REMOVE SIGN	EA	2	\$100.00	\$200.00
16	REMOVE FENCE	LF	856	\$5.00	\$4,280.00
17	REMOVE SEGMENTAL RETAINING WALL	SF	2883	\$2.50	\$7,207.50
18	SAW CUT - FULL DEPTH	LF	457	\$4.00	\$1,828.00
19	EXCAVATION - ON SITE	CY	19234	\$7.00	\$134,658.00
20	EXCAVATION - HAUL OFF	CY	6630	\$10.00	\$66,300.00
21	UNSUITABLE MATERIAL	CY	500	\$10.00	\$5,000.00
22	SECURITY FENCE	LF	1300	\$15.00	\$19,500.00
23	TEMPORARY CONTRACTOR ACCESS ROAD	SY	2914	\$10.00	\$29,140.00
24	TEMPORARY 8-INCH SURFACING	SY	912	\$50.00	\$45,600.00
25	RECONSTRUCT MANHOLE TO GRADE	MF	15.9	\$500.00	\$7,950.00
26	ADJUST MANHOLE TO GRADE	EA	1	\$500.00	\$500.00
27	ADJUST INLET TO GRADE	EA	1	\$800.00	\$800.00
28	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	4834	\$48.00	\$232,032.00
29	CONSTRUCT 6-INCH CONCRETE PAVEMENT (TYPE L65)	SY	10570	\$46.00	\$476,580.00
30	CONSTRUCT 8-INCH COMBINATION CURB AND GUTTER	LF	286	\$25.00	\$7,150.00
31	CONSTRUCT 8-INCH IMPRINTED CONCRETE SURFACING	SF	3249	\$8.00	\$26,992.00
32	CONSTRUCT 4-INCH PCC SIDEWALK	SF	4237	\$5.00	\$21,185.00
33	CONSTRUCT 6-INCH CONCRETE MEDIAN SURFACING	SF	917	\$7.00	\$2,219.00
34	CONSTRUCT CONCRETE CURB RAMP	SF	308	\$15.00	\$4,620.00
35	ARMOR-TILE DETECTABLE WARNING PANELS	SF	63	\$22.00	\$1,366.00
36	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	996	\$40.00	\$39,840.00
37	CONSTRUCT SOLDIER PILE RETAINING WALL	SF	3520	\$60.00	\$211,200.00
38	CONSTRUCT SMALL BLOCK RETAINING WALL	SF	382	\$25.00	\$9,550.00
39	CONSTRUCT PIPE RAILING	LF	539	\$25.00	\$13,475.00
40	CONSTRUCT CURB WALL	SF	503	\$25.00	\$12,575.00
41	AGGREGATE BEDDING FOR 10" STORM SEWER PIPE	LF	49	\$7.50	\$367.50
42	AGGREGATE BEDDING FOR 12" STORM SEWER PIPE	LF	38	\$7.50	\$285.00
43	AGGREGATE BEDDING FOR 15" STORM SEWER PIPE	LF	382	\$7.50	\$2,865.00
44	AGGREGATE BEDDING FOR 18" STORM SEWER PIPE	LF	473	\$8.50	\$4,020.50
45	AGGREGATE BEDDING FOR 24" STORM SEWER PIPE	LF	812	\$9.50	\$7,714.00
46	AGGRREGATE BEDDING FOR 30" STORM SEWER PIPE	LF	1232	\$12.00	\$14,784.00
47	AGGRREGATE BEDDING FOR 36" STORM SEWER PIPE	LF	955	\$15.00	\$14,340.00
48	AGGRREGATE BEDDING FOR 42" STORM SEWER PIPE	LF	899	\$17.50	\$15,732.50
49	AGGRREGATE BEDDING FOR 48" STORM SEWER PIPE	LF	484	\$17.50	\$8,470.00
50	CONSTRUCT 6" HDPE STORM SEWER PIPE	LF	24	\$15.00	\$360.00
51	CONSTRUCT 10" HDPE STORM SEWER PIPE	LF	46	\$15.00	\$690.00
52	CONSTRUCT 12" HDPE STORM SEWER PIPE	LF	38	\$15.00	\$570.00
53	CONSTRUCT 15" HDPE STORM SEWER PIPE	LF	60	\$21.25	\$1,275.00
54	CONSTRUCT 18" HDPE STORM SEWER PIPE	LF	25	\$30.00	\$750.00
55	CONSTRUCT 24" HDPE STORM SEWER PIPE	LF	36	\$40.00	\$1,440.00
56	CONSTRUCT 15" RCP, CLASS III	LF	322	\$40.00	\$12,880.00
57	CONSTRUCT 18" RCP, CLASS III	LF	448	\$46.00	\$20,160.00
58	CONSTRUCT 24" RCP, CLASS III	LF	774	\$50.00	\$38,700.00
59	CONSTRUCT 30" RCP, CLASS III	LF	1232	\$75.00	\$92,400.00
60	CONSTRUCT 36" RCP, D(0.01) = 1350	LF	956	\$100.00	\$95,600.00

ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
61	CONSTRUCT 36" RCP, D(0.01) = 1350 (OR HDPE)	LF	157	\$100.00	\$15,700.00
62	CONSTRUCT 42" RCP, D(0.01) = 1350	LF	899	\$125.00	\$112,375.00
63	CONSTRUCT 54" RCP, D(0.01) = 1350 (OR HDPE)	LF	484	\$175.00	\$84,700.00
64	CONSTRUCT 36" CONCRETE COLLAR	EA	1	\$1,000.00	\$1,000.00
65	CONSTRUCT 54" I.D. STORM MANHOLE	VF	24.3	\$650.00	\$15,795.00
66	CONSTRUCT 60" I.D. STORM MANHOLE	VF	43.8	\$700.00	\$30,660.00
67	CONSTRUCT 72" I.D. STORM MANHOLE	VF	33.0	\$800.00	\$26,400.00
68	CONSTRUCT 84" I.D. STORM MANHOLE	VF	87.0	\$975.00	\$84,825.00
69	CONSTRUCT 96" I.D. STORM MANHOLE	VF	142.7	\$1,050.00	\$149,835.00
70	CONSTRUCT TYPE "C" MANHOLE - NDOR STANDARD PLAN 435-R1	EA	1	\$20,000.00	\$20,000.00
71	PREPARATION OF STRUCTURE	LS	1	\$5,000.00	\$5,000.00
72	CONSTRUCT 30" RC FLARED END SECTION	EA	1	\$500.00	\$500.00
73	CONSTRUCT 36" RC FLARED END SECTION	EA	1	\$650.00	\$650.00
74	CONSTRUCT 42" RC FLARED END SECTION	EA	1	\$1,000.00	\$1,000.00
75	CONSTRUCT REINFORCED CURB INLET - TYPE III	EA	1	\$4,000.00	\$4,000.00
76	CONSTRUCT CURB INLET - TYPE I	EA	3	\$3,000.00	\$9,000.00
77	CONSTRUCT CURB INLET - TYPE III	EA	3	\$3,500.00	\$10,500.00
78	CONSTRUCT CURB INLET - TYPE IV	EA	4	\$3,000.00	\$12,000.00
79	CONSTRUCT GATED INLET - TYPE "SADDLE CREEK" INLET	EA	11	\$4,000.00	\$44,000.00
80	INSTALL FILTERRA INLET	EA	3	\$18,000.00	\$48,000.00
81	AGGREGATE BEDDING FOR 6" SANITARY SEWER PIPE	LF	657	\$3.00	\$1,971.00
82	AGGREGATE BEDDING FOR 8" SANITARY SEWER PIPE	LF	1531	\$7.00	\$10,717.00
83	AGGREGATE BEDDING FOR 10" SANITARY SEWER PIPE	LF	627	\$7.00	\$4,389.00
84	CONSTRUCT 6" PVC SANITARY SEWER PIPE	LF	657	\$20.00	\$13,140.00
85	CONSTRUCT 8" PVC SANITARY SEWER PIPE	LF	1531	\$25.00	\$38,275.00
86	CONSTRUCT 10" PVC SANITARY SEWER PIPE	LF	163	\$32.00	\$5,216.00
87	CONSTRUCT 10" DIP SANITARY SEWER PIPE	LF	464	\$41.00	\$19,024.00
88	CONSTRUCT 6"x8" WYE	EA	1	\$100.00	\$100.00
89	CONSTRUCT 6" CLEANOUT	EA	1	\$950.00	\$950.00
90	INSTALL EXTERNAL FRAME SEAL	EA	49	\$500.00	\$24,500.00
91	CONNECT SANITARY SEWER MANHOLE TAP	EA	1	\$1,500.00	\$1,500.00
92	CONNECT SANITARY SEWER MANHOLE TAP - EXTRA DEEP	EA	1	\$12,500.00	\$12,500.00
93	CONSTRUCT 54" I.D. SANITARY MANHOLE	VF	149.3	\$450.00	\$67,194.00
94	CONSTRUCT RIPRAP - TYPE "B"	TONS	204	\$50.00	\$10,200.00
95	1" DIA SCH 40 PVC IN TRENCH	LF	12380	\$5.00	\$61,900.00
96	#8 AWG STRANDED COPPER WIRE W/ THWN INSUL.	LF	18590	\$1.00	\$18,590.00
97	LED GLOBE POST-TOP LUMINARE W/ TAPERED STEEL POLE AND CONC. BASE	EA	66	\$5,000.00	\$330,000.00
98	ELECTRIAL HANDHOLE/PULLBOX	EA	14	\$750.00	\$10,500.00
99	LIGHTING SERVICE CABINET	EA	1	\$10,000.00	\$10,000.00
100	PERMANENT PAINT MARKING - 4" WHITE	LF	4682	\$1.00	\$4,682.00
101	PERMANENT PAINT MARKING - 5" YELLOW	LF	325	\$1.00	\$325.00
102	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE, GROOVED	LF	972	\$3.15	\$3,061.80
103	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE, GROOVED	LF	80	\$9.00	\$720.00
104	PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE, GROOVED	LF	310	\$28.00	\$8,680.00
105	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL LEFT	EA	4	\$600.00	\$2,400.00
106	PERMANENT PREFORMED MARKING TAPE SYMBOL - WHITE DIRECTIONAL RIGHT	EA	3	\$600.00	\$1,800.00
107	ADA STALL PAVEMENT MARKING SYMBOL	EA	7	\$200.00	\$1,400.00
108	REMOVE MARKING LINES - 5" WHITE	LF	62	\$3.00	\$186.00
109	REMOVE MARKING LINES - 12" WHITE	LF	40	\$3.00	\$120.00
110	REMOVE MARKING LINES - 24" WHITE	LF	120	\$3.00	\$360.00
111	REMOVE MARKING SYMBOL - DIRECTIONAL ARROW	EA	2	\$100.00	\$200.00
112	INSTALL TRAFFIC POSTS AND SIGNS, CONTRACTOR PROVIDED	LS	1	\$17,000.00	\$17,000.00
113	PROVIDE TEMPORARY TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00
114	INSTALL SEEDING (COVER CROP)	AC	1.20	\$200.00	\$240.00
115	INSTALL SEEDING (NATIVE MIX)	AC	0.52	\$2,000.00	\$1,040.00
116	INSTALL SEEDING TURF (EROSION CONTROL TYPE 2)	AC	5.98	\$6,000.00	\$35,880.00
117	INSTALL INLET PROTECTION	EA	22	\$200.00	\$4,400.00
118	INSTALL EROSION CHECK (WATTLE)	LF	3097	\$3.00	\$9,291.00
119	INSTALL SODDING	SY	185	\$9.00	\$1,665.00
120	INSTALL SILT FENCE	LF	460	\$3.00	\$1,380.00
121	INSTALL FLEXAMAT	SY	174	\$90.00	\$15,660.00
122	INSTALL TURF REINFORCEMENT MAT (TYPE A)	SY	491	\$7.00	\$3,437.00
123	INSTALL SAFI BAFFLE	EA	3	\$5,300.00	\$15,900.00
124	INSTALL SNOT	EA	1	\$7,000.00	\$7,000.00

ITEM No.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
125	INSTALL 18" I.D. PRESERVER	EA	1	\$2,600.00	\$2,600.00
126	INSTALL 24" I.D. PRESERVER	EA	1	\$2,600.00	\$2,600.00
127	INSTALL 30" I.D. PRESERVER	EA	1	\$4,400.00	\$4,400.00
128	INSTALL 36" I.D. SKIMMER	EA	1	\$3,900.00	\$3,900.00
129	CONSTRUCT WATER QUALITY STRUCTURE	LS	1	\$6,000.00	\$6,000.00
130	INSTALL CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00
131	RENTAL OF LOADER, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
132	RENTAL OF BACKHOE, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
133	RENTAL OF DUMP TRUCK, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
134	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20	\$100.00	\$2,000.00
135	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	HR	20	\$150.00	\$3,000.00
136	RENTAL OF VACUUM TRUCK, FULLY OPERATED	HR	20	\$250.00	\$5,000.00
	SUBTOTAL				\$3,529,726.80
	CONTINGENCIES @ 5%				\$176,486.34
	OPINION OF CONSTRUCTION COSTS				\$3,706,213.14
A1	CONSTRUCT GRAVITY BLOCK RETAINING WALL	SF	3530	\$40.00	\$141,200.00

ITEM F

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT - THOMPSON CREEK LANDSCAPING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to Mulhall's Nursery of Omaha, Nebraska for the purchase and installation of shrubs and bushes for Phase 2 of the Thompson Creek Landscaping in an amount not to exceed \$17,801.64.

FISCAL IMPACT

The FY17/18 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

Funding is available in the FY17/19 Biennial budget for additional landscaping along both sides of Thompson Creek. This project will finish the understory plantings from Edgewood Blvd. to 72nd St. along Parkview Blvd. In the spring of 2018 City staff will apply for additional grant funding to do tree (overstory) plantings along the north side of Thompson Creek, which will complete the remainder of the landscaping along the Thompson Creek corridor.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MULHALL'S NURSERY, OMAHA NEBRASKA FOR THE PURCHASE AND INSTALLATION OF SHRUBS AND BUSHES FOR PHASE 2 OF THE THOMPSON CREEK LANDSCAPING IN AN AMOUNT NOT TO EXCEED \$17,801.64.

WHEREAS, the City Council of the City of La Vista has determined that the landscaping of the Thompson Creek area is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed project, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the awarding of a contract to Mulhall's Nursery, Omaha Nebraska for the purchase and installation of shrubs and bushes for Phase 2 of the Thompson Creek Landscaping in an amount not to exceed \$17,801.64.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA

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

SYNOPSIS

A resolution has been prepared to jointly authorize a lobbying agreement with Kissel, Kohout, ES Associates L.L.C. for lobbying services on behalf of the United Cities of Sarpy County along with the cities of Bellevue, Gretna, La Vista, Papillion and Springfield.

FISCAL IMPACT

The cost for La Vista's participation will be:

- FY18 — \$8,735 (*\$1,840 reduction from FY17 due to additional city*)
- FY19 — \$9,018.80
- FY20 — \$9,312
- FY21 — \$9,614.60

RECOMMENDATION

Approval.

BACKGROUND

As a participant in the United Cities of Sarpy County, the City's approved budget includes funding for a lobbyist. Our collaboration with the other cities has been successful as it has allowed us to pursue issues of common interest and stay informed during the session regarding any emerging initiatives or issues that could impact our municipalities.

The Mayors of the United Cities have determined that much of the success has been related to our lobbyist and as a result, they are recommending a new four year contract with Joe Kohout from Kissel, Kohout, ES Associates L.L.C. to continue to represent the cities. The contract for year one is \$43,675, which is a 3.25% increase for from FY17. The proposal also includes subsequent increases of 3.25% for years two, three and four of the agreement. With the addition of Bellevue, La Vista's overall cost has decreased.

The need to be informed and proactive on legislative issues remains a priority of the Mayor and Council and is included in the City's Strategic Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KISSEL, KOHOUT, ES ASSOCIATES L.L.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR.

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

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

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY17-18 biennial municipal budget for the hiring of a lobbyist; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended Joe Kohout with Kissel, Kohout, ES Associates L.L.C. to continue serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kissel, Kohout, ES Associates L.L.C. for lobbying services before the Nebraska State Legislature and Governor.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LOBBYING AGREEMENT

THIS AGREEMENT is entered into by and between,

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

and

KISSEL, KOHOUT, ES ASSOCIATES L.L.C. (hereinafter "Firm" or "lobbyist").

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

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

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

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

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

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

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

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

The Firm shall provide regular written reports (and special reports advisable under the circumstances) to the Client on any bill or other matter of potential interest or impact to the Client that is introduced

before the Legislature or which may otherwise be a subject of discussion by the Legislature, including progress reports on the advancement thereof.

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

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

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

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

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

2. Term: Unless terminated for cause, this Agreement shall be in full force and effect commencing October 1, 2017 through September 30, 2021 ("Term"). Client shall have the option to renew this Agreement at the end of the Term, and at the end of any subsequent term thereafter, for one or more additional twelve month terms, on the terms and conditions set forth herein, upon notice to Firm ninety days before expiration of the Term or any subsequent term; provided, however, that Firm shall have the option to reject Client's renewal of this Agreement upon written notice to Client within fifteen days after receiving Client's notice of renewal. This Agreement may be terminated before the end of the Term or any subsequent term upon mutual written Agreement of the parties; or by the Client if Client determines that there is "cause" for termination. For the purpose of the Agreement, "cause" shall include, without limitation, the Firm's or Principal Lobbyist's failure, refusal or neglect to perform any duty required hereunder, negligence or alleged criminal misconduct.

3. Compensation and Expenses: The Client agrees to pay the Firm as compensation for all services, hereunder, the sum of Forty-three Thousand, Six Hundred Seventy-five Dollars (\$43,675) during the first twelve (12) months of the term. For the twelve (12) months beginning October 1, 2018 and ending September 30, 2019, Client agrees to pay the firm as compensation for all services, hereunder, the sum of Forty-five Thousand, Ninety-four Dollars (\$45,094). For the twelve (12) months beginning October 1, 2019 and ending September 30, 2020, Client agrees to pay the firm as compensation for all services, hereunder, the sum of Forty-six Thousand, Five Hundred Sixty Dollars (\$46,560). For the twelve (12) months beginning October

1, 2020 and ending September 30, 2021, Client agrees to pay the firm as compensation for all services, hereunder, the sum of Forty-eight Thousand, Seventy-three Dollars (\$48,073).

On October 1 of each year that this agreement is in force, or as soon thereafter as is possible, Firm shall invoice Client for total compensation, and this sum shall be due and payable within thirty (30) days of receipt of said invoice. Firm shall deposit and hold the sum in a separate interest bearing client trust account and shall, on the last working day of each month, draw against the total amount on hand in said account a sum equal to Three Thousand Six Hundred Thirty-nine and 58/100ths Dollars (\$3,639.58) for professional services provided during the first twelve (12) months of the term. During the second twelve (12) months of the term, Firm shall draw against the total amount on hand in said account an amount equal to Three Thousand, Seven Hundred Fifty-seven and 83/100th Dollars (\$3,757.83) for professional services. During the third twelve (12) months of the term, Firm shall draw against the total amount on hand in said account an amount equal to Three Thousand, Eight Hundred Eighty Dollars (\$3,880.00) for professional services. During the fourth twelve (12) months of the term, Firm shall draw against the total amount on hand in said account an amount equal to Four Thousand, Six and 08/100th Dollars (\$4,006.08) for professional services. Interest earned on Client amounts held in said account will be paid to Client at the end of the Term, unless otherwise requested by Client. Any balance remaining in said account to the credit of Client upon termination of this Agreement shall be returned to Client.

The Firm shall provide a copy of the firm's trust card or similar statement at the end of each month detailing the date on which a withdrawal occurred which is detailed in the paragraph above and the amount of Client's funds on hand in the account.

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

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

6. Interest of the Lobbyist: Lobbyist covenants that he presently has no interests and shall not knowingly acquire any interest, direct or indirect that would conflict in any manner or degree with performance of services required under this contract. Lobbyist will notify the client of lobbyists's intent to represent clients relevant to the fields of interest to the client. This said notification should allow the client and lobbyist to determine potential conflicts. Client recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time an issue of legislative concern may affect more than one of Lobbyist's clients. Client and Lobbyist further recognize that the legislative interests of the United Cities of Sarpy County and the other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by the Lobbyist and will be resolved in the following manner: 1) An attempt will be made to resolve or compromise the conflict between clients; 2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; 3) If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Contractor shall continue to represent, on the conflicting issue, only the legislative interests of the client which has had the Contractor for the longest period of time. In this circumstance, Client agrees that it will not object in any manner to this continued representation.

Notwithstanding anything in this paragraph or elsewhere in this Agreement to the contrary, if at any time Client perceives in its sole discretion that Firm may not be able to impartially continue performing lobbying services for Client, Client shall have the option to terminate this Agreement with ten days written notice to the

Firm. In that case, Firm shall pay Client the balance of Client funds remaining in the client trust account at the time and cooperate in transitioning representation of Client to another lobbyist selected by Client. Firm agrees to maintain during and after this Agreement the confidentiality of all Client communications and information obtained pursuant to its representation of Client and to use the same for the sole benefit of Client.

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

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

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

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

- (1) The United Cities of Sarpy County
Brenda Sedlacek Gunn
City Administrator
La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska 68128
- (2) Kissel, Kohout, ES Associates L.L.C.
Joseph D. Kohout
301 S. 13th Street, Suite 400
Lincoln, Nebraska 68508

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

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

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

EXECUTED this _____ day of _____, 2017.

CITY OF GRETNA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF GRETNA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF LA VISTA, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF PAPILLION, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

CITY OF SPRINGFIELD, NEBRASKA

ATTEST:

By: _____
Mayor

City Clerk

KISSEL, KOHOUT, ES ASSOCIATES L.L.C.

By: _____
Joseph D. Kohout, Managing Partner

Witnessed by: _____

ITEM H

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 19, 2017 AGENDA**

Subject:	Type:	Submitted By:
KENO LOTTERY OPERATOR AGREEMENT — ADMINISTRATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to designate individuals to act on behalf on the City in the administration of the Keno Lottery Operator agreement.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The current Keno Lottery Operator Agreement may require actions or approvals of the City from time to time in the administration of the agreement. As such, it is suggested that the City designate the City Administrator or her designee to provide such actions or approvals on behalf of the City unless otherwise expressly provided in the Keno Operator Agreement or determined in the discretion of the City Administrator.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DESIGNATING INDIVIDUALS TO ACT ON BEHALF OF THE CITY IN THE ADMINISTRATION OF THE KENO LOTTERY OPERATOR AGREEMENT.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC ("Keno Operator Agreement") may require actions or approvals of the City of La Vista from time to time in the administration of the Keno Operator Agreement; and

WHEREAS, the City of La Vista desires to designate individuals who are authorized to take or provide such actions or approvals on behalf of the City from time to time in the administration of the Keno Operator Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, hereby designate and authorize the City Administrator or her designee to administer the Keno Operator Agreement on behalf of the City and to take or provide all actions or approvals on behalf of the City as the City Administrator or her designee from time to time determines necessary or appropriate in connection with the administration or operation of the Keno Operator Agreement, unless otherwise expressly provided by the Keno Operator Agreement or determined in the discretion of the City Administrator. Not in limitation of the foregoing, terms or conditions of the Keno Operator Agreement requiring or providing for any action or approval of the City shall be taken or provided by the City Administrator or her designee on behalf of the City unless otherwise expressly provided by the Keno Operator Agreement or determined in the discretion of the City Administrator.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk