

LA VISTA CITY COUNCIL MEETING AGENDA
April 16, 2019
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**
- **Service Award: Tim Keller – 15 years**

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 April 2, 2019 City Council Meeting**
 3. **Approval of the Minutes of the March 21, 2019 Planning Commission Minutes**
 4. **Monthly Financial Report – February 2019**
 5. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – La Vista Quiet Zone Affirmation – \$5,088.75**
 6. **Request for Payment – HDR Engineering Inc. – Professional Services – Public Improvements and Other Works - \$7,663.29**
 7. **Request for Payment – Olsson – Professional Services – City Centre Phase 1 Public Infrastructure – \$11,759.43**
 8. **Request for Payment – Sarpy County Economic Development Corporation – Professional Services – 2018 Annual Investment Visionary Level – \$8,500.00**
 9. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 1 Golf Course Transformation – Proposed Lake Improvements – \$426.25**
 10. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Phase 1 Golf Course Transformation – Proposed Lake Improvements – \$2,677.25**
 11. **Resolution – Appointment of Safety Steering Committee Members**
 12. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
- B. Ordinance – Right-of-Way Vacation – Josephine Street East of 69th Street (Eberle-Walden Park)**
- C. Resolution – Eberle Walden Park Replat**
- D. Resolution – ROW Dedication – Vicinity of Portal Rd2**
- E. ROW Dedications – Vicinity of Portal Rd1**
1. **Resolution – Approval of Plat/Dedication – Parcel 3**
 2. **Resolution – Approval of Plat/Dedication – Parcel 4**
 3. **Resolution – Approval of Plat/Dedication – Parcel 8**
- F. Ordinance – Amend Municipal Code § 33.25(A) Regular Meeting; Quorum**
- G. Resolution – Change Order No. 10 – 84th Street Redevelopment Area Public Improvement Redevelopment Project – Offstreet Parking District No. 2, Structure No. 1**
- H. Resolution – Amendment No. 6 – 84th Street Pavement Rehabilitation**
- I. Resolution – Agreement – The National Community Survey**
- J. Resolution – Agreement – Sports Facility Use**
- K. Resolution – Agreement – Fiber Optic Service – 84th Street Redevelopment Area – Parking District No. 2, Structure No. 1**

- L. Resolution – Memorandum of Understanding – Design, Operations, and Maintenance of the 84th Street Adaptive Signal Control Project**
- M. Resolution – Award Contract – Eastern Nebraska Office on Aging**
- N. Resolution – Approve Contract – MCC/LV Center Parking Lot Rehabilitation**
- O. Resolution – Purchase - Laptop Computers**
- P. Position Description Update**
- Q. Executive Session – Personnel**
- **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.



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

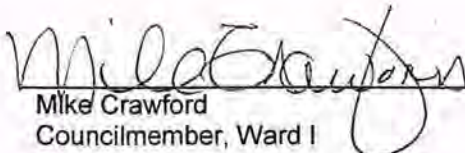
A CERTIFICATE OF APPRECIATION PRESENTED TO **TIM KELLER OF LA VISTA PUBLIC WORKS**, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

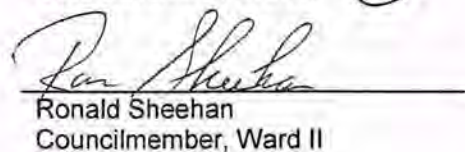
WHEREAS, **Tim Keller** has served the City of La Vista since April 5, 2004; and

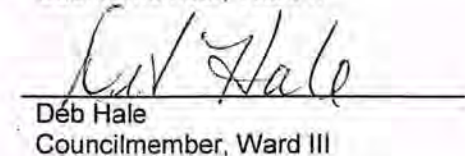
WHEREAS, **Tim Keller's** input and contributions to the City of La Vista have contributed to the success of the City.

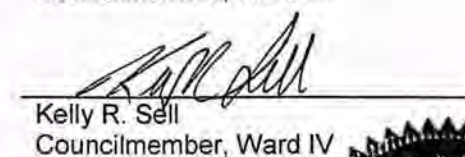
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Tim Keller** on behalf of the City of La Vista for 15 years of service to the City.



DATED THIS 16TH DAY OF APRIL 2019.

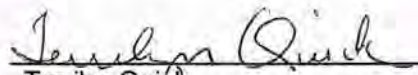

Mike Crawford
Councilmember, Ward I

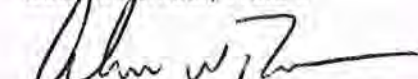

Ronald Sheehan
Councilmember, Ward II



Deb Hale
Councilmember, Ward III


Kelly R. Sell
Councilmember, Ward IV



Douglas Kindig, Mayor

Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING APRIL 2, 2019

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 April 2, 2019. 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 Buehe, Police Chief Lausten, City Engineer Kottmann, Director of Public Works Soucie, Finance Director Miserez, Library Director Barcal, Director of Administrative Services Pokorny, Community Development Director Birch, Recreation Director Stopak, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on March 20, 2019. 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.

SERVICE AWARD – JEREMY KINSEY – 25 YEARS; ANN BIRCH – 15 YEARS

Mayor Kindig presented a service award to Jeremy Kinsey for 25 years of service to the City and to Ann Birch for 15 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 19, 2019 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MARCH 14, 2019 LIBRARY ADVISORY BOARD
4. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – CITY CENTRE GARAGE SECURITY PLANNING - \$1,495.00
5. REQUEST FOR PAYMENT – HDR ENGINEERING, INC. – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS AND OTHER WORKS – \$6,415.01
6. RESOLUTION NO. 19-040 – FIREWORKS DISPLAY – SALUTE TO SUMMER FESTIVAL - TEMPORARY USE OF HWY 85 (84TH STREET) ACCEPTANCE OF DUTIES

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING DUTIES AND LIABILITIES FOR TEMPORARY USE OF STATE HIGHWAY 85

WHEREAS, the City of La Vista desires to conduct a fireworks display on property adjacent to State Highway No. 85 in conjunction with the Salute to Summer Festival; and

WHEREAS, the City of La Vista desires to make temporary use of State Highway No. 85 between Brentwood Drive and Harrison Street; and

WHEREAS, the temporary use shall consist of the total closure of State Highway No. 85 to vehicular traffic; and

WHEREAS, State Highway No. 85 between Brentwood Drive and Harrison Street is within the corporate limits of the City of La Vista; and

WHEREAS, Section 39-1359 R.R.S. Neb. 2008 was amended on May 24, 2011, by Legislative Bill 589 to provide that a temporary use of a state highway system, including full and partial lane restrictions, can be made for a special event where the roadway is located in the corporate limits of a

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city, if such city through formal action of its governing body acknowledges and accepts the duties set forth in subsection (2) of Section 39-1359 and indemnifies and holds the State of Nebraska harmless against claims made arising out of the special event and provides thirty (30) days advance notice to the State of Nebraska;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, that pursuant to Section 39-1359 R.R.S. Neb. 2008, as amended by Legislative Bill 589 on May 24, 2011, the City of La Vista officially designates the Salute to Summer Fireworks Display as a special event under LB 589 and hereby notifies the State of Nebraska that it accepts the duties imposed by such law, and, if a claim is made against the state, shall indemnify, defend, and hold harmless the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event and the temporary use of State Highway No. 85 (aka 84th Street) from Brentwood Drive to Harrison Street between the hours of 9:00 pm and 10:30 pm on May 24, 2019 for traffic control during the fireworks display.

7. RESOLUTION NO. 19-041 – PARADE – SALUTE TO SUMMER FESTIVAL - TEMPORARY USE OF HWY 85 (84TH STREET) ACCEPTANCE OF DUTIES

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING DUTIES AND LIABILITIES FOR TEMPORARY USE OF STATE HIGHWAY 85

WHEREAS, the City of La Vista desires to conduct a parade that will cross State Highway No. 85 in conjunction with the Salute to Summer Festival; and

WHEREAS, the City of La Vista desires to make temporary use of State Highway No. 85 between Brentwood Drive and Harrison Street; and

WHEREAS, the temporary use shall consist of the total closure of State Highway No. 85 to vehicular traffic; and

WHEREAS, State Highway No. 85 between Brentwood Drive and Harrison Street is within the corporate limits of the City of La Vista; and

WHEREAS, Section 39-1359 R.R.S. Neb. 2008 was amended on May 24, 2011, by Legislative Bill 589 to provide that a temporary use of a state highway system, including full and partial lane restrictions, can be made for a special event where the roadway is located in the corporate limits of a city, if such city through formal action of its governing body acknowledges and accepts the duties set forth in subsection (2) of Section 39-1359 and indemnifies and holds the State of Nebraska harmless against claims made arising out of the special event and provides thirty (30) days advance notice to the State of Nebraska;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, that pursuant to Section 39-1359 R.R.S. Neb. 2008, as amended by Legislative Bill 589 on May 24, 2011, the City of La Vista officially designates the Salute to Summer Parade as a special event under LB 589 and hereby notifies the State of Nebraska that it accepts the duties imposed by such law, and, if a claim is made against the state, shall indemnify, defend, and hold harmless the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event and the temporary use of State Highway No. 85 (aka 84th Street) from Brentwood Drive to Harrison Street between the hours of 12:30 pm and 4:30 pm on May 25, 2019 for traffic control during the parade.

8. APPROVAL OF CLAIMS

88 TACTICAL BUILDING GROUP LLC, services	1,250.00
911 CUSTOM LLC, services	472.90
A-1 BODY, INC, services	2,786.97
AFL, LLC, services	57,552.00

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ALLIED ELECTRONICS INC, supplies	47.40
AMAZON.COM SERVICES, INC. supplies	353.98
ASPHALT & CONCRETE MATERIALS, maint.	2,696.39
AT&T MOBILITY LLC, phones	53.46
BADGER BODY & TRUCK EQUIP, maint.	189.00
BERGANKDV LLC, services	3,010.33
BISHOP BUSINESS EQUIPMENT CO, services	1,707.44
BKD LLP, services	12,250.00
BLACK HILLS ENERGY, utilities	5,645.79
BRODART CO, supplies	112.24
BUETHE, P., travel	189.66
BURT, S., travel	276.00
CALENTINE, J., travel	276.00
CENTER POINT, INC., books	364.32
CENTURY LINK, phones	346.04
CENTURY LINK BUSN SVCS, phones	107.57
CINTAS CORP, services	117.21
CITY OF PAPILLION, services	170,752.00
CORNHUSKER INTL TRUCKS, maint.	140.68
COX COMMUNICATIONS, INC, services	147.03
CULLIGAN OF OMAHA, supplies	28.00
DATASHIELD CORP, services	93.00
DAVIS ENTERTAINMENT LLC, services	569.25
DAVIS, A., travel	276.00
DEMCO INC, services	165.59
DESIGN WORKSHOP INC, services	45,275.03
DIAMOND VOGEL PAINTS, supplies	13.20
DLR GROUP, services	1,495.00
DULTMEIER SALES LLC, services	30.80
EBIX, INC., services	246.00
ESTEPHANIA MONTOYA, refund	95.00
EXPRESS DISTRIBUTION LLC, supplies	35.24
EXPRESS ENTERPRISES, bld&grnds	729.05
FAC PRINT & PROMO CO, services	873.33
FASTENAL CO. bld&grnds	124.79
FELSBURG HOLT & ULLEVIG INC, services	900.00
FLECK, TERRY K, services	135.00
FOCUS PRINTING, services	75.00
G I CLEANERS & TAILORS, services	138.50
GALE, books	75.72
GCR TIRES & SERVICE, maint.	2,035.71
GREAT PLAINS GFOA, services	100.00
GRETNA WELDING INC, services	650.00
H & H CHEVROLET LLC, maint.	189.44
HARTS AUTO SUPPLY, maint.	189.00
HOCKENBERGS, supplies	192.40
HONG'S ALTERATION & DRY CLEANING, services	492.05
HY-VEE INC, services	619.98
INDUSTRIAL SALES CO, services	23.26
INLAND TRUCK PARTS, maint.	316.80
IPMA-HR, services	405.00
IVERSON, DENNIS, apparel	150.00
JOHNSTONE SUPPLY CO, bld&grnds	127.58
KANOPY, INC., services	12.00
KIMBALL MIDWEST, supplies	295.18
KRIHA FLUID POWER CO INC, maint.	5.95
LA QUINTA INN & SUITES KEARNEY, travel	199.90
LEAGUE OF NE MUNICIPALITIES, services	35.00
LEO A DALY CO, services	4,160.00
LIBRARY IDEAS LLC, media	4.50

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LOGAN CONTRACTORS SUPPLY, maint.	240.81
LYMAN-RICHEY SAND & GRAVEL CO, maint.	844.56
MATHESON TRI-GAS INC, supplies	305.59
MENARDS-RALSTON, maint.	541.63
METROPOLITAN CHIEFS ASSOCIATION, services	75.00
METRO COMM COLLEGE, services	14,757.68
MUD, utilities	2,327.05
MICROFILM IMAGING SYSTEMS, services	4,560.15
MNJ TECHNOLOGIES DIRECT INC, supplies	882.00
MONARCH OIL INC, maint.	185.00
MSC INDUSTRIAL SUPPLY CO, supplies	517.52
NE DEPT OF LABOR, bld&grnds	270.00
NE LAW ENFORCEMENT, services	110.00
NE LIBRARY COMMISSION, services	2,132.42
NE STATE PATROL, services	3,526.00
NMC EXCHANGE LLC, services	38.96
NORTH STAR, services	26,000.00
NORTON, J., travel	276.00
NPZA-NE PLANNING/ZONING ASSN, services	380.00
OCLC INC, services	155.39
OFFICE DEPOT INC, supplies	456.45
OPPD, utilities	33,429.03
OMAHA WORLD-HERALD, services	947.91
PAPILLION-LA VISTA SCHOOLS FND, services	1,250.00
PETTY CASH, supplies	682.69
PITNEY BOWES, services	37.61
PLAINS EQUIPMENT GROUP, maint.	990.46
PROJECT LIFESAVER INC, services	593.76
PROUHET, T., travel	276.00
REGAL AWARDS INC, services	321.00
SAPP BROS PETROLEUM INC, maint.	837.56
SCHEMMER ASSOCIATES INC, services	680.00
SMA ENTERPRISE, INC., services	62.71
SOUTHERN UNIFORM & EQUIPMENT, apparel	562.40
SUCCESS FACTORS INC, services	9,533.89
SWAN ENGINEERING LLC, services	54.79
TURF CARS LTD, services	1,188.00
UNITED PARCEL, services	9.82
UNIVERSAL STEERING HYDRAULIC, maint.	422.00
VERIZON CONNECT NWF, phones	731.25
VERIZON WIRELESS, phones	209.55
WAL-MART, supplies	782.02
WICK'S STERLING TRUCKS INC, maint.	278.71

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Thomas 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

Director of Administrative Services Pokorny introduced Randy Trail, the new Human Resources Director.

Recreation Director Stopak announced that the City has received a \$2,500 Celebrate Trees grant to plant trees at a City park.

Police Chief Lausten reported that Sarpy County approved the Sarpy County SWAT Team and Crisis Negotiation Unit and the Sarpy Tactical Medic Team. He also reported that these items are on the City of Papillion's agenda.

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Director of Public Works Soucie reported on pothole repairs, patching operations, and the effects of inclement weather on the repair process. He also reported that Swain Construction has begun the work on 84th Street and that the ballfields and tennis courts are open.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

At 7:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the EDP Report. Citizen Advisory Review Committee Chair Shovanec gave an overview of the report.

At 7:18 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.

C. FIREWORKS PERMITS

1. RESOLUTION – ESTABLISH NUMBER OF PERMITS

Councilmember Hale introduced and moved for the adoption of Resolution No.19-042 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2019.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2019 shall not exceed nine.

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

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

2. RESOLUTION – ISSUANCE OF PERMITS

Councilmember Hale introduced and moved for the adoption of Resolution No.19-043 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATIONS OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, CORNERSTONE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA LANCER SOCCER CLUB, LA VISTA YOUTH COMMUNITY BETTERMENT, LA VISTA YOUTH BASEBALL ASSOCIATION, MWC WRESTLING ACADEMY, PAPILLION LA VISTA SPIRIT FOOTBALL, AND PAPILLION LA VISTA YOUTH ATHLETIC ASSOCIATION.

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits; and

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WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, nine (9) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2019 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to:

Beautiful Savior Lutheran Church, Cornerstone Church, La Vista Community Foundation, La Vista Lancer Soccer Club, La Vista Youth Community Betterment, La Vista Youth Baseball Association, MWC Wrestling Academy, Papillion La Vista Spirit Football, and Papillion La Vista Youth Athletic Association to sell fireworks within the City of La Vista for the 2019 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit and a representative for their fireworks supplies at a meeting with City staff (date and time to be established).

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

D. RESOLUTION – BRANDING & MARKETING ADVISORY COMMITTEE

Councilmember Sell introduced and moved for the adoption of Resolution No.19-044 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE CREATION OF A BRANDING & MARKETING ADVISORY COMMITTEE AND FOR THE APPOINTMENT OF BRANDING & MARKETING ADVISORY COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that the creation of and appointments to the Branding & Marketing Advisory Committee are necessary; and

WHEREAS, the Mayor has made a recommendation regarding appointments;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the creation of a Branding & Marketing Advisory Committee and do hereby appoint the following individuals to the committee:

Doug Kindig, Mayor
Jim Frederick, City Council
Brenda Gunn, City Administrator
Tom Kerfoot, Sarpy County Chamber & La Vista Community Foundation
Fred Uhe, Sarpy County Tourism
Theresa Thibodeau, Primrose School of La Vista
Courtney Westering, PayPal
Ryan South, City of La Vista Employee
Bobby Lausten, Graphic Artist & Former Resident

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

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E. RESOLUTION – CONTRACT AWARD – CONCESSION STAND OPERATIONS

Councilmember Sell introduced and moved for the adoption of Resolution No.19-045 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR CONTRACT WITH HAMS, INC., OMAHA, NEBRASKA, FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City with HAMS Inc.; and

WHEREAS, HAMS, Inc. operated concessions at various recreation sites in the City since 2005; and

WHEREAS, the current contract with HAMS, Inc. will expire in April of 2019; and

WHEREAS, the Recreation Director recommends extending the current contract with HAMS, Inc. for one year; and

WHEREAS, the contract provides for Hams Inc. to make payments of 10% of the gross revenues from all sales to the City;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to execute a one-year contract with HAMS Inc., Omaha, Nebraska, for the operation of concessions at the Softball Complex, Soccer Complex, City Park, and Community Center.

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

F. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – SARPY COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM EXECUTIVE BOARD

Councilmember Hale introduced and moved for the adoption of Resolution No.19-046 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE CITY OF PAPIILLION, AND THE CITY OF BELLEVUE FOR PARTICIPATION ON THE SARPY COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM EXECUTIVE BOARD.

WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act"); and

WHEREAS, La Vista entered into an agreement with Sarpy County, Bellevue and Papillion for an Integrated Public Safety Software System (ProPhoenix) on September 18, 2018; and

WHEREAS, the Parties wish to create a Governance Agreement for the System via Interlocal Cooperation Agreement; and

WHEREAS, the purpose of the Agreement outlines the duties and responsibilities of each Member Agency, defines the working relationships and lines of authority for Member Agencies in the Sarpy County ProPhoenix Law Enforcement RMS Group, and provides for the addition of other eligible entities in the data-sharing program;

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorizes the execution of an Interlocal Cooperation Agreement with Sarpy County, the City of Papillion, and the City of Bellevue for participation on the Sarpy County Law Enforcement Records Management System Executive Board.

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April 2, 2019

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

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

G. RESOLUTION – LEASE AGREEMENT – POLICE DEPARTMENT NARCOTICS VEHICLE

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-047 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A 36-MONTH LEASE AGREEMENT WITH CHRYSLER CAPITAL FOR A TASK FORCE VEHICLE FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$16,164.

WHEREAS, the La Vista Police Department was awarded funding for the Safe Streets Task Force and included is funding for a leased vehicle to be used by the department's Safe Streets Task Force officer; and

WHEREAS, the City did appropriate funds in the FY19 municipal budget to lease a Safe Streets Task Force funded vehicle; and

WHEREAS, 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 the City of La Vista, Nebraska, do hereby authorize the execution of a lease agreement with Chrysler Capital, for a Safe Streets Task Force funded vehicle for the Police Department in an amount not to exceed \$16,164.

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

H. RESOLUTION – PURCHASE TWO (2) HARLEY DAVIDSON POLICE MOTORCYCLES

Councilmember Quick introduced and moved for the adoption of Resolution No.19-048 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWO (2) 2017 HARLEY DAVIDSON POLICE MOTORCYCLES FOR THE POLICE DEPARTMENT FROM DILLON BROTHERS HARLEY DAVIDSON, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$20,000.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of two Harley Davidson motorcycles for the Police Department is necessary; and

WHEREAS, the FY19 Budget did include funding for the purchase of said motorcycles; and

WHEREAS, Dillon Brothers Harley Davidson of Omaha has agreed to sell two (2) 2017 Harley Davidson Police Motorcycles for \$10,000 each; and

WHEREAS, the La Vista Police Department will trade-in one (1) 2006 police motorcycle and one (1) 2007 police motorcycle as part of the purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) 2017 Harley Davidson Police Motorcycles for the Police Department from Dillon Brothers Harley Davidson, Omaha, Nebraska, in an amount not to exceed \$20,000.

MINUTE RECORD

April 2, 2019

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

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

I. RESOLUTION – PURCHASE GRAVITY-PUBLIC SECTOR REPORTING

Councilmember Thomas introduced and moved for the adoption of Resolution No. 19-049 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF GRAVITY-PUBLIC SECTOR REPORTING FROM IGM TECHNOLOGY CORP., TORONTO, ONTARIO, CANADA, IN AN AMOUNT NOT TO EXCEED \$20,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a public sector reporting platform is necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of Gravity-Public Sector Reporting from IGM Technology, Toronto, Ontario, Canada, in an amount not to exceed \$20,000.00.

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

J. APPROVAL OF IK LIQUOR LICENSE APPLICATION – JDHQ HOTELS LLC DBA EMBASSY SUITES

1. PUBLIC HEARING

At 7:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Class IK Liquor License. Jessica Greenwald, representing the applicant, was present to answer Council questions.

At 7:26 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 19-050 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS IK LIQUOR LICENSE APPLICATION OF JDHQ HOTELS LLC DBA EMBASSY SUITES, LA VISTA, NEBRASKA.

WHEREAS, JDHQ Hotels LLC dba Embassy Suites, 12520 Westport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class IK Liquor License, and

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

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

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

MINUTE RECORD

April 2, 2019

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class IK Liquor License application submitted by JDHQ Hotels LLC dba Embassy Suites, 12520 Westport Parkway, La Vista, Sarpy County, Nebraska.

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

K. RESOLUTION – PURCHASE CONCRETE SCREED

Councilmember Sell introduced and moved for the adoption of Resolution No.19-051 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2019 MORRISON 25' CONCRETE SCREED FROM CARROLL CONSTRUCTION SUPPLY, COUNCIL BLUFFS, IA IN AN AMOUNT NOT TO EXCEED \$8,995.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a concrete screed is necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) 2019 Morrison 25' Concrete Screed from Carroll Construction Supply, Council Bluffs, IA in an amount not to exceed \$8,995.00.

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

L. POSITION DESCRIPTION UPDATE

Councilmember Sell made a motion to receive and file the updated description for the position of Park Superintendent. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

M. DISCUSSION – COUNCIL MEETING START TIME

Council discussed the starting time for regular Council Meetings. There was Council consensus to bring an ordinance changing the starting time to 6:00 p.m. for consideration on a future agenda.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig commented that Papillion and Gretna have reached a boundary agreement. He also gave an update on the Legislature.

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.

MINUTE RECORD

April 2, 2019

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

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk



CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128
P: (402) 331-4343

COPY

PLANNING COMMISSION MINUTES
MARCH 21 2019 7:00 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, March 21, 2019 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Vice-Chairman Kevin Wetuski called the meeting to order at 7:00 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Jason Dale, Kevin Wetuski, Kathleen Alexander, John Gahan, and Harold Sargus. Members absent were: Tom Miller and Mike Circo. Also in attendance were Chris Solberg, City Planner; Meghan Engberg, Permit Technician; Ann Birch, Community Development Director; Pat Dowse, City Engineer; and John Kottmann, City Engineer.

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

1. Call to Order

The meeting was called to order by Vice-Chairman Wetuski at 7:00 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – February 21, 2019

Malmquist moved, seconded by Sargus, to approve the February 21st minutes. **Ayes: Krzywicki, Dale, Sargus, Alexander, Gahan, and Malmquist. Nays: None. Abstain: Wetuski. Absent: Miller and Circo. Motion Carried, (6-0-1)**

3. Old Business

None.

4. New Business

A. Eberle Walden Park Replat

- i. **Staff Report – Chris Solberg:** Solberg stated that as originally platted in 1960, a portion of unused Josephine Street right-of-way east of 69th Street, between Lots 125 and 126, was developed as Eberle Walden Park. This piece of property was developed as a park in memory of two children that lost their lives in 1983. In 2011, the Mini-Park Plan committee developed a plan that called for improvements that would maintain the viability of the park for the foreseeable future. This committee has finalized planned improvements for the park and a contractor has been selected and approved. However, to resolve the conflicting status of the property, the right-

of-way will be vacated and a platted lot created. The Eberle Walden Park will create a buildable lot for the improvements to take place. Staff recommends approval of the revisions to the Eberle Walden Park Replat, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

Malmquist asked if the replat would vacate the right-of-way.

Solberg said that at city council level, there will be an actual vacation, but this will create the lot after vacation.

- ii. **Recommendation:** *Krzywicki moved, seconded by Gahan, to approve the replat as presented. Ayes: Krzywicki, Dale, Sargus, Alexander, Gahan, Wetuski, and Malmquist. Nays: None. Abstain: None. Absent: Miller and Circo. Motion Carried, (7-0)*

5. Comments from the Floor:

No members of the public were present.

6. Comments from the Planning Commission:

Discussion was had about the potholes and the work that is being done to address them.

7. Comments from Staff:

Birch mentioned that she would be retiring on May 3rd.

8. Adjournment

Wetuski adjourned the meeting at 7:10 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

Date

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	Total All Funds				
	<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>OPERATING REVENUES</u>					
General Fund	\$ 18,435,291	\$ 1,049,978	\$ 4,850,276	\$ (13,585,015)	26%
Sewer Fund	4,528,909	335,462	1,660,962	(2,867,947)	37%
Debt Service Fund	4,232,911	286,864	1,285,153	(2,947,758)	30%
Capital Improvement Program Fund	811,366	-	-	(811,366)	0%
Lottery Fund	1,206,691	100,823	481,815	(724,876)	40%
Economic Development Fund	718	-	4	(714)	1%
Off Street Parking Fund	464	1,624	3,483	3,019	751%
Redevelopment Fund	3,164,298	204,813	978,750	(2,185,549)	31%
Police Academy	80,055	80,400	80,896	841	101%
TIF 1A	-	-	-	-	0%
TIF 1B	-	-	-	-	0%
Sewer Reserve Fund	3,003	726	2,209	(794)	74%
Qualified Sinking Fund	250	60	183	(67)	73%
Total Operating Revenues	32,463,956	2,060,751	9,343,731	(23,120,225)	29%
<u>OPERATING EXPENDITURES</u>					
General Fund	18,155,822	1,227,775	6,584,666	(11,571,156)	36%
Sewer Fund	3,978,263	228,428	683,657	(3,294,606)	17%
Debt Service Fund	4,130,462	10,608	1,776,456	(2,354,006)	43%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	760,175	74,948	210,761	(549,414)	28%
Economic Development Fund	134,559	-	-	(134,559)	0%
Off Street Parking Fund	1,137,642	77,771	603,329	(534,313)	53%
Redevelopment Fund	2,508,057	14	340,168	(2,167,889)	14%
Police Academy	95,104	6,707	41,132	(53,972)	43%
TIF 1A	-	-	12,364	12,364	0%
TIF 1B	-	-	19,136	19,136	0%
Sewer Reserve Fund	-	-	-	-	0%
Qualified Sinking Fund	-	-	-	-	0%
Total Operating Expenditures	30,900,084	1,626,253	10,271,669	(20,628,415)	33%
<u>OPERATING REVENUES NET OF EXPENDITURES</u>					
General Fund	279,469	(177,797)	(1,734,390)	(2,013,859)	
Sewer Fund	550,646	107,034	977,305	426,659	
Debt Service Fund	102,449	276,256	(491,302)	(593,751)	
Capital Improvement Program Fund	811,366	-	-	(811,366)	
Lottery Fund	446,516	25,875	271,054	(175,462)	
Economic Development Fund	(133,841)	-	4	133,845	
Off Street Parking Fund	(1,137,178)	(76,147)	(599,847)	537,331	
Redevelopment Fund	656,241	204,799	638,581	(17,660)	
Police Academy	(15,049)	73,693	39,764	54,813	
TIF 1A	-	-	(12,364)	(12,364)	
TIF 1B	-	-	(19,136)	(19,136)	
Sewer Reserve Fund	3,003	726	2,209	(794)	
Qualified Sinking Fund	250	60	183	(67)	
Operating Revenues Net of Expenditures	1,563,872	434,498	(927,938)	(2,491,810)	0

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	Total All Funds				
	<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>OTHER FINANCING SOURCES & USES</u>					
<u>TRANSFERS IN</u>					
General Fund	96,902	-	72,652	(24,250)	75%
Sewer Fund	3,000	-	-	(3,000)	0%
Debt Service Fund	724,604	-	-	(724,604)	0%
Capital Improvement Program Fund	2,570,012	-	523,310	(2,046,702)	20%
Lottery Fund	-	-	2,460	2,460	
Economic Development Fund	200,000	-	-	(200,000)	0%
Off Street Parking Fund	1,138,651	-	530,458	(608,194)	47%
Redevelopment Fund	-	-	-	-	
Police Academy	20,000	-	20,000	-	100%
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	1,201,125	-	1,201,125	-	100%
Qualified Sinking Fund	100,000	-	100,000	-	100%
Total Transfers In	6,054,294	-	2,450,005	(3,604,289)	40%
<u>TRANSFERS OUT</u>					
General Fund	(772,604)	-	(30,250)	742,354	4%
Sewer Fund	(1,201,125)	-	(1,201,125)	-	100%
Debt Service Fund	(3,179,106)	-	(570,676)	2,608,430	18%
Capital Improvement Program Fund	(90,000)	-	-	90,000	0%
Lottery Fund	(395,902)	-	(172,652)	223,250	44%
Economic Development Fund	-	-	-	-	
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	(415,557)	-	(475,302)	(59,745)	114%
Police Academy	-	-	-	-	
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	-	-	-	-	
Qualified Sinking Fund	-	-	-	-	
Total Transfers Out	(6,054,294)	-	(2,450,005)	3,604,289	40%
<u>NET TRANSFERS</u>					
General Fund	(675,702)	-	42,402	718,104	
Sewer Fund	(1,198,125)	-	(1,201,125)	(3,000)	100%
Debt Service Fund	(2,454,502)	-	(570,676)	1,883,826	23%
Capital Improvement Program Fund	2,480,012	-	523,310	(1,956,702)	21%
Lottery Fund	(395,902)	-	(170,192)	225,710	43%
Economic Development Fund	200,000	-	-	(200,000)	0%
Off Street Parking Fund	1,138,651	-	530,458	(608,194)	47%
Redevelopment Fund	(415,557)	-	(475,302)	(59,745)	114%
Police Academy	20,000	-	20,000	-	100%
TIF 1A	-	-	-	-	
TIF 1B	-	-	-	-	
Sewer Reserve Fund	1,201,125	-	1,201,125	-	100%
Qualified Sinking Fund	100,000	-	100,000	-	100%
Total Net Transfers	-	-	-	0	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	Total All Funds				
	<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>
OTHER REVENUE: BOND PROCEEDS					
Sewer Fund	-	-	-	-	
Capital Improvement Program Fund	10,270,000	-	-	(10,270,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	2,503,611	-	-	(2,503,611)	0%
Redevelopment Fund	17,130,000	-	-	(17,130,000)	0%
Total Bond Proceeds	32,903,611	-	-	(32,903,611)	0%

OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM

Sewer Fund	125,000	-	-	(125,000)	0%
Capital Improvement Program Fund	8,982,012	-	496,273	(8,485,739)	6%
Off Street Parking Fund	6,852,315	2,116	750,605	(6,101,710)	11%
Redevelopment Fund	10,780,187	136,924	1,930,638	(8,849,550)	18%
Total Capital Improvement Program	26,739,514	139,039	3,177,515	(23,561,999)	12%

OTHER EXPENDITURES: EDP GRANT

Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
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NET FUND ACTIVITY

General Fund	(396,233)	(177,797)	(1,691,988)	(1,295,755)	
Sewer Fund	(772,479)	107,034	(223,820)	548,659	
Debt Service Fund	(2,352,053)	276,256	(1,061,978)	1,290,075	
Capital Improvement Program Fund	4,579,366	-	27,037	(4,552,329)	
Lottery Fund	50,614	25,875	100,862	50,248	
Economic Development Fund	66,159	-	4	(66,155)	
Off Street Parking Fund	(4,347,231)	(78,263)	(819,994)	3,527,237	
Redevelopment Fund	6,590,497	67,875	(1,767,358)	(8,357,855)	
Police Academy	4,951	73,693	59,764	54,813	
TIF 1A	-	-	(12,364)	(12,364)	
TIF 1B	-	-	(19,136)	(19,136)	
Sewer Reserve Fund	1,204,128	726	1,203,334	(794)	
Qualified Sinking Fund	100,250	60	100,183	(67)	
Net Activity	\$ 4,727,969	295,459	(4,105,454)	(8,833,423)	

FUND BALANCE

	<u>As of FYE 9/30/18</u>	<u>As of 2/28/2019</u>	
General Fund	6,050,646	4,146,518	(1,904,128)
Sewer Fund	825,173	1,540,980	715,807
Debt Service Fund	2,577,299	4,541,189	1,963,890
Capital Improvement Program Fund	4,568,738	(526,916)	(5,095,654)
Lottery Fund	3,387,235	3,283,468	(103,767)
Economic Development Fund	178,182	6,938	(171,244)
Off Street Parking Fund	619,369	4,124,245	3,504,876
Redevelopment Fund	16,539,092	8,466,223	(8,072,869)
Police Academy	13,554	78,807	65,253
TIF 1A	0	(12,364)	(12,364)
TIF 1B	0	(19,136)	(19,136)
Sewer Reserve Fund	1,204,128	1,203,334	(794)
Qualified Sinking Fund	100,250	100,183	(67)
Net Fund Balance	36,063,666	26,933,470	(9,130,197)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	General Fund				
	<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>					
Property Taxes	\$ 8,102,903	\$ 358,285	\$ 1,076,797	\$ (7,026,106)	13%
Sales and use taxes	5,196,961	401,040	1,897,182	(3,299,779)	37%
Payments in Lieu of taxes	281,875	-	-	(281,875)	0%
State revenue	1,868,498	132,754	752,171	(1,116,327)	40%
Occupation and franchise taxes	882,000	31,766	371,648	(510,352)	42%
Hotel Occupation Tax	1,007,475	72,231	360,909	(646,566)	36%
Licenses and permits	460,250	6,645	97,312	(362,938)	21%
Interest income	30,992	8,446	33,874	2,882	109%
Recreation fees	170,710	12,741	57,155	(113,555)	33%
Special Services	19,500	2,281	10,669	(8,831)	55%
Grant Income	163,185	10,400	67,110	(96,075)	41%
Other	250,942	13,387	125,447	(125,495)	50%
Total Revenues	18,435,291	1,049,978	4,850,276	(13,585,015)	26%
<u>EXPENDITURES</u>					
Administrative Services	529,503	40,178	214,678	(314,825)	41%
Mayor and Council	242,643	14,244	85,022	(157,621)	35%
Boards & Commissions	10,338	834	1,821	(8,517)	18%
Public Buildings & Grounds	670,385	33,470	208,704	(461,681)	31%
Administration	768,999	49,117	293,101	(475,898)	38%
Police and Animal Control	5,103,734	389,199	2,093,154	(3,010,580)	41%
Fire	1,975,871	162,849	811,147	(1,164,724)	41%
Community Development	691,268	39,211	237,486	(453,782)	34%
Public Works	3,826,276	236,245	1,238,576	(2,587,700)	32%
Recreation	866,314	47,421	274,073	(592,241)	32%
Library	880,477	53,277	297,916	(582,561)	34%
Information Technology	268,300	15,687	127,592	(140,708)	48%
Human Resources	1,010,268	46,073	294,632	(715,636)	29%
Public Transportation	106,272	7,227	31,004	(75,268)	29%
Finance	463,027	62,058	160,548	(302,479)	35%
Capital outlay	742,147	30,687	215,212	(526,935)	29%
Total Expenditures	18,155,822	1,227,775	6,584,666	(11,571,156)	36%
<u>REVENUES NET OF EXPENDITURES</u>	279,469	(177,797)	(1,734,390)	(2,013,859)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery)	96,902	-	72,652	(24,250)	75%
Operating transfers out (DSF, OSP, CIP)	(772,604)	-	(30,250)	742,354	4%
Total other Financing Sources (Uses)	(675,702)	-	42,402	718,104	
<u>NET FUND ACTIVITY</u>	\$ (396,233)	\$ (177,797)	\$ (1,691,988)	\$ (1,295,755)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	Sewer Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>(Under) Budget</u>	<u>% of Budget Used</u>
REVENUES					
User fees	\$ 4,352,612	\$ 327,914	1,604,161	\$ (2,748,451)	37%
Service charge and hook-up fees	170,173	7,127	54,560	(115,613)	32%
Grant Income	-	-	-	-	0%
Miscellaneous	115	14	85	(30)	74%
Total Revenues	<u>4,522,900</u>	<u>335,055</u>	<u>1,658,805</u>	<u>(2,864,095)</u>	<u>37%</u>
EXPENDITURES					
Personnel Services	618,649	38,681	204,717	(413,932)	33%
Commodities	39,046	975	7,070	(31,976)	18%
Contract Services	2,856,232	185,196	445,482	(2,410,750)	16%
Maintenance	38,201	477	2,398	(35,803)	6%
Other	227	25	2,048	1,821	
Storm Water Grant	54,000	-	6,564	(47,436)	12%
Capital Outlay	371,908	3,076	15,378	(356,530)	4%
Total Expenditures	<u>3,978,263</u>	<u>228,428</u>	<u>683,657</u>	<u>(3,294,606)</u>	<u>17%</u>
OPERATING INCOME (LOSS)	<u>544,637</u>	<u>106,626</u>	<u>975,148</u>	<u>430,511</u>	Note 1
NON-OPERATING REVENUE (EXPENSE)					
Interest income	6,009	407	2,156	(3,853)	36%
	<u>6,009</u>	<u>407</u>	<u>2,156</u>	<u>(3,853)</u>	<u>36%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS					
	<u>550,646</u>	<u>107,034</u>	<u>977,305</u>	<u>426,659</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (Lottery Events)	3,000	-	-	(3,000)	0%
Operating transfers out (CIP)	(1,201,125)	-	(1,201,125)	-	100%
Bond/registered warrant proceeds	-	-	-	-	0%
Capital Improvement	(125,000)	-	-	125,000	0%
Total other Financing Sources (Uses)	<u>(1,323,125)</u>	<u>-</u>	<u>(1,201,125)</u>	<u>122,000</u>	<u>91%</u>
NET INCOME (LOSS)	<u>\$ (772,479)</u>	<u>\$ 107,034</u>	<u>\$ (223,820)</u>	<u>\$ 548,659</u>	

Note 1: Restatement of Operating Income Variance

Operating Income Variance	430,511
City of Omaha billing in arrears 2 months	(690,000)
Adjusted Operating Income Variance	<u>(259,489)</u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	Debt Service Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of Budget Used</u>
REVENUES					
Property Taxes	\$ 940,376	\$ 39,919	147,301	\$ (793,075)	16%
Sales and use taxes	2,598,480	200,520	948,591	(1,649,889)	37%
Payments in Lieu of taxes	91,225	-	-	(91,225)	0%
Interest income	18,586	3,988	19,514	928	105%
Other (Special Assessments; Fire Reimbursmt)	584,244	42,437	169,748	(414,496)	29%
Total Revenues	<u>4,232,911</u>	<u>286,864</u>	<u>1,285,153</u>	<u>(2,947,758)</u>	<u>30%</u>
EXPENDITURES					
Administration	162,869	399	5,751	(157,118)	4%
Fire Contract Bond	122,513	10,209	51,045	(71,468)	42%
Debt service					
Principal	3,180,000	-	1,540,000	(1,640,000)	48%
Interest	665,080	-	179,660	(485,420)	27%
Total Expenditures	<u>4,130,462</u>	<u>10,608</u>	<u>1,776,456</u>	<u>(2,354,006)</u>	<u>43%</u>
REVENUES NET OF EXPENDITURES	<u>102,449</u>	<u>276,256</u>	<u>(491,302)</u>	<u>(593,751)</u>	
OTHER FINANCING SOURCES (USES)					
Operating transfers in (GF Hwy Alloc)	724,604	-	-	(724,604)	0%
Operating transfers out (CIP, OSP)	(3,179,106)	-	(570,676)	2,608,430	18%
Total other Financing Sources (Uses)	<u>(2,454,502)</u>	<u>-</u>	<u>(570,676)</u>	<u>1,883,826</u>	
NET FUND ACTIVITY	<u>\$ (2,352,053)</u>	<u>\$ 276,256</u>	<u>\$ (1,061,978)</u>	<u>\$ 1,290,075</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	Capital Fund				
	<u>Budget</u>	<u>MTD Actual</u>	<u>YTD Actual</u>	<u>Over(under) Budget</u>	<u>% of Budget Used</u>
<u>REVENUES</u>					
Interest income	\$ 11,366	\$ -	\$ -	\$ (11,366)	0%
Grant Income	-	-	-	-	0%
Special Assessment	800,000	-	-	(800,000)	0%
Interagency	-	-	-	-	0%
Total Revenues	<u>811,366</u>	<u>-</u>	<u>-</u>	<u>(811,366)</u>	<u>0%</u>
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>811,366</u>	<u>-</u>	<u>-</u>	<u>(811,366)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF)	2,570,012	-	523,310	(2,046,702)	20%
Operating transfers out (DSF)	(90,000)	-	-	90,000	0%
Bond/registered warrant proceeds	10,270,000	-	-	(10,270,000)	0%
Capital outlay	(8,982,012)	-	(496,273)	8,485,739	6%
Total other Financing Sources (Uses)	<u>3,768,000</u>	<u>-</u>	<u>27,037</u>	<u>(3,740,963)</u>	<u>1%</u>
<u>NET FUND ACTIVITY</u>	<u>\$ 4,579,366</u>	<u>\$ -</u>	<u>\$ 27,037</u>	<u>\$ (4,552,329)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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42% of the Fiscal Year 2019

	Lottery Fund				
	<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>					
Lottery Rev/Community Betterment	\$ 850,000	\$ 69,743	\$ 331,450	\$ (518,550)	39%
Lottery Tax Form 51	340,000	27,897	132,175	(207,825)	39%
Event Revenue	-	-	-	-	0%
Interest income	16,691	3,182	18,191	1,500	109%
Miscellaneous / Other	-	-	-	-	0%
Total Revenues	<u>1,206,691</u>	<u>100,823</u>	<u>481,815</u>	<u>(724,876)</u>	<u>40%</u>
<u>EXPENDITURES</u>					
Professional Services	285,813	41,708	53,469	(232,344)	19%
Salute to Summer	32,634	-	-	(32,634)	0%
Community Events	11,832	209	12,879	1,047	109%
Events - Marketing	31,668	5,134	10,155	(21,513)	32%
Recreation Events	4,507	-	28	(4,479)	1%
Concert & Movie Nights	13,721	-	2,056	(11,665)	15%
City Anniversary Celebration	30,000	-	-	(30,000)	0%
Travel & Training	-	-	-	-	0%
State Taxes	350,000	27,897	132,175	(217,825)	38%
Other	-	-	-	-	0%
Capital outlay	-	-	-	-	0%
Total Expenditures	<u>760,175</u>	<u>74,948</u>	<u>210,761</u>	<u>(549,414)</u>	<u>28%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>446,516</u>	<u>25,875</u>	<u>271,054</u>	<u>(175,462)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	2,460	2,460	
Operating transfers out (GF, SF, DSF)	(395,902)	-	(172,652)	223,250	44%
Total other Financing Sources (Uses)	<u>(395,902)</u>	<u>-</u>	<u>(170,192)</u>	<u>225,710</u>	<u>43%</u>
<u>NET FUND ACTIVITY</u>	<u>\$ 50,614</u>	<u>\$ 25,875</u>	<u>\$ 100,862</u>	<u>\$ 50,248</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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	Economic Development				
	<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>					
Other Income	\$ -	-	-	-	
Interest income	718	-	4	(714)	
Total Revenues	<u>718</u>	<u>-</u>	<u>4</u>	<u>(714)</u>	
<u>EXPENDITURES</u>					
Professional Services	75,000	-	-	(75,000)	0%
Debt service: (Warrants)					0%
Principal	-	-	-	-	0%
Interest	59,559	-	-	(59,559)	0%
Total Expenditures	<u>134,559</u>	<u>-</u>	<u>-</u>	<u>(134,559)</u>	<u>0%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(133,841)</u>	<u>-</u>	<u>4</u>	<u>133,845</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF)	200,000	-	-	(200,000)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000			(3,000,000)	0%
Community Development - Grant	(3,000,000)	-	-	3,000,000	0%
Total other Financing Sources (Uses)	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>(200,000)</u>	<u>0%</u>
<u>NET FUND ACTIVITY</u>	<u>\$ 66,159</u>	<u>\$ -</u>	<u>\$ 4</u>	<u>\$ (66,155)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
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	Off Street Parking				
	<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	\$ 464	1,624	3,483	3,019	751%
Total Revenues	<u>464</u>	<u>1,624</u>	<u>3,483</u>	<u>3,019</u>	<u>751%</u>
<u>EXPENDITURES</u>					
General & Administrative	20,518	729	5,104	(15,414)	25%
Professional Services	163,150	-	936	(162,214)	1%
Maintenance	34,073	261	300	(33,773)	1%
Debt service: (Warrants)					
Principal	670,000	-	485,000	(185,000)	72%
Interest	249,901	76,781	111,989	(137,912)	45%
Total Expenditures	<u>1,137,642</u>	<u>77,771</u>	<u>603,329</u>	<u>(534,313)</u>	<u>53%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(1,137,178)</u>	<u>(76,147)</u>	<u>(599,847)</u>	<u>537,331</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF, RDF)	1,138,651	-	530,458	(608,194)	47%
Operating transfers out		-	-		0%
Bond/registered warrant proceeds	2,503,611	-	-	(2,503,611)	0%
Capital Improvement	(6,852,315)	(2,116)	(750,605)	6,101,710	11%
Total other Financing Sources (Uses)	<u>(3,210,053)</u>	<u>(2,116)</u>	<u>(220,148)</u>	<u>2,989,905</u>	<u>7%</u>
<u>NET FUND ACTIVITY</u>	\$ <u>(4,347,231)</u>	\$ <u>(78,263)</u>	\$ <u>(819,994)</u>	\$ <u>3,527,237</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
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	Redevelopment Fund				
	<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	\$ 2,598,480	200,520	948,591	(1,649,889)	37%
Franchise Fee & Occupation Tax	500,000	-	-	(500,000)	0%
Interest income	65,818	4,294	30,159	(35,659)	46%
Total Revenues	3,164,298	204,813	978,750	(2,185,549)	31%
<u>EXPENDITURES</u>					
Community Development	-	-	-	-	0%
Professional Services	556,639	-	-	(556,639)	0%
Financial / Legal Fees	175,500	14	20,859	(154,641)	12%
Debt service: (Warrants)	-	-	-	-	0%
Principal	775,000	-	-	(775,000)	0%
Interest	1,000,918	-	319,309	(681,609)	32%
Total Expenditures	2,508,057	14	340,168	(2,167,889)	14%
<u>REVENUES NET OF EXPENDITURES</u>	656,241	204,799	638,581	(17,660)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	0%
Operating transfers out (OSP)	(415,557)	-	(475,302)	(59,745)	114%
Bond/registered warrant proceeds	17,130,000	-	-	(17,130,000)	0%
Capital Improvement	(10,780,187)	(136,924)	(1,930,638)	8,849,550	18%
Total other Financing Sources (Uses)	5,934,256	(136,924)	(2,405,939)	(8,340,195)	
<u>NET FUND ACTIVITY</u>	\$ 6,590,497	\$ 67,875	\$ (1,767,358)	\$ (8,357,855)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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42% of the Fiscal Year 2019

	Police Academy Fund				
	<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>					
Other Income	\$ 80,000	80,400	80,877	877	101%
Interest income	55	-	19	(36)	35%
Total Revenues	<u>80,055</u>	<u>80,400</u>	<u>80,896</u>	<u>841</u>	<u>101%</u>
<u>EXPENDITURES</u>					
Personnel Services	76,404	5,763	30,977	(45,427)	41%
Commodities	3,500	122	421	(3,079)	12%
Contract Services	11,700	720	6,382	(5,318)	55%
Other Charges	3,500	102	3,352	(148)	96%
Total Expenditures	<u>95,104</u>	<u>6,707</u>	<u>41,132</u>	<u>(53,972)</u>	<u>43%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(15,049)</u>	<u>73,693</u>	<u>39,764</u>	<u>54,813</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF)	20,000	-	20,000	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>20,000</u>	<u>-</u>	<u>20,000</u>	<u>-</u>	
<u>NET FUND ACTIVITY</u>	<u>\$ 4,951</u>	<u>\$ 73,693</u>	<u>\$ 59,764</u>	<u>\$ 54,813</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

	TIF 1A				
	<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>					
Property Tax	\$			-	0%
Interest income				-	0%
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Contract Services	<u>-</u>	<u>-</u>	<u>12,364</u>	<u>12,364</u>	<u>0%</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>12,364</u>	<u>12,364</u>	
<u>REVENUES NET OF EXPENDITURES</u>	<u>-</u>	<u>-</u>	<u>(12,364)</u>	<u>(12,364)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in				-	0%
Operating transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<u>NET FUND ACTIVITY</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (12,364)</u>	<u>\$ (12,364)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
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	TIF 1B				
	<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>					
Property Tax	\$			-	0%
Interest income				-	0%
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Contract Services	<u>-</u>	<u>-</u>	<u>19,136</u>	<u>19,136</u>	<u>0%</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>19,136</u>	<u>19,136</u>	
<u>REVENUES NET OF EXPENDITURES</u>	<u>-</u>	<u>-</u>	<u>(19,136)</u>	<u>(19,136)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in				-	0%
Operating transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<u>NET FUND ACTIVITY</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>(19,136)</u>	\$ <u>(19,136)</u>	

CITY OF LAVISTA, NEBRASKA
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AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

Sewer Reserve Fund					
	<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	\$ 3,003	726	2,209	(794)	74%
Total Revenues	<u>3,003</u>	<u>726</u>	<u>2,209</u>	<u>(794)</u>	<u>74%</u>
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>3,003</u>	<u>726</u>	<u>2,209</u>	<u>(794)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	1,201,125	-	1,201,125	-	100%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>1,201,125</u>	<u>-</u>	<u>1,201,125</u>	<u>-</u>	
<u>NET FUND ACTIVITY</u>	\$ <u>1,204,128</u>	\$ <u>726</u>	\$ <u>1,203,334</u>	\$ <u>(794)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the five months ending February 28, 2019
42% of the Fiscal Year 2019

		Qualified Sinking Fund				
		<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	\$	<u>250</u>	<u>60</u>	<u>183</u>	<u>(67)</u>	<u>73%</u>
Total Revenues		<u>250</u>	<u>60</u>	<u>183</u>	<u>(67)</u>	<u>73%</u>
<u>EXPENDITURES</u>						
Other		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>REVENUES NET OF EXPENDITURES</u>		<u>250</u>	<u>60</u>	<u>183</u>	<u>(67)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>						
Operating transfers in		100,000	-	100,000	-	100%
Operating transfers out		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total other Financing Sources (Uses)		<u>100,000</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	
<u>NET FUND ACTIVITY</u>		\$ <u>100,250</u>	\$ <u>60</u>	\$ <u>100,183</u>	\$ <u>(67)</u>	

**Mail Payments to:**

Dept 1539, PO Box 17180

Denver, CO 80217

phone: 303.721.1440

email: accounting@fhueng.com

INVOICE**Please note our new remittance address**

Mr. John Kottmann, PE
City Engineer
City of La Vista
9900 Portal Rd
La Vista, NE 68128

March 25, 2019

Project No: 118538-01

Invoice No: 24164

Project 118538-01 La Vista Quiet Zone Affirmation
Professional Services for the Period: February 1, 2019 to February 28, 2019
Professional Personnel

	Hours	Rate	Amount	
Associate				
Haden, Richard	18.50	200.00	3,700.00	
Meisinger, Mark	2.75	200.00	550.00	
Labor	21.25		4,250.00	
Total Labor				4,250.00

Reimbursable Expenses

Mileage			9.86	
Traffic Counts			750.00	
Total Reimbursables	1.1 times		759.86	835.85

In-House Units

B&W Printing	3.0 B&W Prints @ 0.12		.36	
Color Printing	12.0 Prints @ 0.19		2.28	
Total In-House	1.1 times		2.64	2.90

Contract Limits

	Current	Prior	To-Date
Total Billings	5,088.75	900.00	5,988.75
Contract Maximum			7,250.00
Remaining Contract			1,261.25

TOTAL AMOUNT DUE \$5,088.75 ←**Billed-To-Date Summary**

	Current	Prior	Total
Labor	4,250.00	900.00	5,150.00
Expense	835.85	0.00	835.85
In-House	2.90	0.00	2.90
Totals	5,088.75	900.00	5,988.75

O.K. to pay
01.20.0303.000
JMK 4-4-2019

Project Manager Richard Haden

Consent Agenda 4/16/19

A-6



Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106
Phone: (402) 399-1000

HDR Invoice No. 1200183109
 Invoice Date 04-APR-2019
 Invoice Amount Due \$7,663.29
 Payment Terms 30 NET
 Remit To PO Box 74008202
 Chicago, IL 60674-8202
 ACH/EFT Payments Bank of America ML US
 ABA# 081000032
 Account# 355004076604

City of La Vista
Rita Ramirez
8116 Park View Blvd
La Vista, NE 68128

Project Management for Services for Public Improvements and Other Works.

Professional Services
 From: 03-MAR-2019 To: 30-MAR-2019

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	1.00		60.09
Civil Engineer	13.50		2,040.44
Communications Coordinator	7.50		652.50
Graphic Designer	1.50		133.35
Project Controller	0.50		52.47
Project Manager	14.00		3,278.94
Sr. Civil Engineer	8.50		1,419.59
	46.50		\$7,637.38
Total Professional Services			\$7,637.38

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	24.00		13.92
Printing/Reprographics			11.99
Total Expenses			\$25.91

Amount Due This Invoice (USD)	\$7,663.29
--------------------------------------	-------------------

Fee Amount	\$675,289.00
Fee Invoiced to Date	\$421,214.79
Fee Remaining	\$254,074.21

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

Consent Agenda 4/16/19
 (120)

R. Ramirez
 4-10-19
 05.71.0909.03

Invoice

HDR Invoice No. 1200183109
Invoice Date 04-APR-2019

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services		Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.	4.00	113.46	453.84
Project Controller	Clifton, Rachel M	0.50	104.94	52.47
Project Manager	Koenig, Christopher J	14.00	234.21	3,278.94
Sr. Civil Engineer	Cain, Christopher A	8.50	167.01	1,419.59
		27.00		\$5,204.84
		Total Professional Services		\$5,204.84
Expense		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	24.00	0.58	13.92
Printing/Reprographics	ARC Document Solutions LLC			6.15
		Total Expense		\$20.07
		Total Task		\$5,224.91

Professional Services and Expense Detail				
Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	2.0	Task Description:	Construction Team Coordination	
Professional Services		Hours	Billing Rate	Amount
Administrative	Anderson, Scott D	1.00	60.09	60.09
Civil Engineer	Cain, Christopher A	9.50	167.01	1,586.60
		10.50		\$1,646.69
		Total Professional Services		\$1,646.69
Expense		Qty	Billing Rate	Amount
Printing/Reprographics	ARC Document Solutions LLC			2.90
		Total Expense		\$2.90
		Total Task		\$1,649.59

Invoice

HDR Invoice No. 1200183109
Invoice Date 04-APR-2019

Professional Services and Expense Detail

Project Number: 10053040
Task Number: 3.0

Project Description: LaVista-Project Mgmt Svcs
Task Description: Public Outreach

Professional Services		Hours	Billing Rate	Amount
Communications Coordinator	Veldhouse, Kristen Lynn	7.50	87.00	652.50
Graphic Designer	George, Elizabeth L	0.50	74.70	37.35
Graphic Designer	Rolfes, Christina A	1.00	96.00	96.00
		9.00		\$785.85
		Total Professional Services		\$785.85

Expense		Qty	Billing Rate	Amount
Printing/Reprographics	ARC Document Solutions LLC			2.94

Total Expense \$2.94

Total Task \$788.79

Invoice

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

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

olsson

O.K. to pay
\$Mk 3-29-2019
16.71.0909.003

March 22, 2019
Invoice No: 324291

Invoice Total \$11,759.43 ←

Olsson Project # B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure
Professional services rendered February 3, 2018 through March 9, 2019 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16
City of La Vista Project No. CD-17-008

Phase 300 Project Management (Including Amendments 2, 3 & 5)

Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	4.50	176.00	792.00 ✓
Assistant Professional			
Turek, Zachary	3.50	88.00	308.00 ✓
Administrative/Clerical			
Doty, Jennifer	.25	73.00	18.25
Totals	8.25		1,118.25
Total Labor			1,118.25
Total this Phase			\$1,118.25

Phase 400 Construction Services (Including Amendments 3 & 5)

Labor

	Hours	Rate	Amount
Assistant Engineer			
Turek, Zachary	15.25	80.00	1,220.00 ✓
Team/Technical Leader			
Egelhoff, Anthony	6.00	176.00	1,056.00 ✓
Underwood, James	2.00	176.00	352.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 4/16/19 @

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	324291
---------	----------	--	---------	--------

Construction Services Senior Technician

Markham, Matthew

38.00 80.00 3,040.00 ✓

Administrative

Zablocki, Stacy

1.00 73.00 73.00 ✓

Totals

62.25 5,741.00

Total Labor

5,741.00

Total this Phase

\$5,741.00 ✓

Phase 401 Construction Services 1B (Incl Amendment 3)

Total this Phase

0.00

Phase 402 SWPPP Inspections (Including Amendment 5)

Fee

Number of Mo Insp Fees 1.00

Fee Each 800.00

Subtotal 800.00

Subtotal

800.00

Total this Phase

\$800.00 ✓

Phase 900 Expenses (Including Amendment 5)

Reimbursable Expenses

Personal Vehicle Mileage 20.30

Total Reimbursables

20.30 20.30

Total this Phase

\$20.30 ✓

Phase 910 Amendment 1 Pavement Rehabilitation Topo Survey

Total this Phase

0.00

Phase 911 Amendment 1 Pavement Rehabilitation Pavement Roadway Design

Labor

Assistant Engineer

Williams, Nathan

Hours

Rate

Amount

5.75 80.00 460.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	324291
---------	----------	--	---------	--------

Team/Technical Leader				
Egelhoff, Anthony	4.00	176.00	704.00 ✓	
Totals	9.75		1,164.00	
Total Labor				1,164.00

Total this Phase **\$1,164.00** ✓

Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process
-------	-----	---

Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	7.50	176.00	1,320.00 ✓	
Administrative/Clerical				
Zablocki, Stacy	2.00	73.00	146.00 ✓	
Totals	9.50		1,466.00	
Total Labor				1,466.00

Total this Phase **\$1,466.00** ✓

Phase	913	Amendment 1 Pavement Rehabilitation Project Management
-------	-----	--

Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	2.25	176.00	396.00	
Totals	2.25		396.00	
Total Labor				396.00

Total this Phase **\$396.00** ✓

Phase	915	Amendment 1 Pavement Rehabilitation Expenses
-------	-----	--

Reimbursable Expenses

Personal Vehicle Mileage		6.38	
Total Reimbursables		6.38	6.38

Total this Phase **\$6.38** ✓

Phase	920	Amendment 1 Access Improvements Topographic Survey
-------	-----	--

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	324291
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Total this Phase 0.00

Phase 921 Amendment 1 Access Improvements Design

Total this Phase 0.00

Phase 922 Amendment 1 Access Improvements Bidding Documents & Processing

Total this Phase 0.00

Phase 923 Amendment 1 Access Improvements Project Management

Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	.25	176.00	44.00	
Rolling, Christopher	2.50	185.00	462.50	
Totals	2.75		506.50	
Total Labor				506.50
				Total this Phase \$506.50

Phase 925 Amendment #1 Access Improvements Expenses

Total this Phase 0.00

Phase 930 Amendment #4 84th Street Pavement & Sewers

Labor

	Hours	Rate	Amount	
Team/Technical Leader				
Egelhoff, Anthony	1.75	176.00	308.00	
Construction Services Senior Technician				
Markham, Matthew	2.00	80.00	160.00	
Administrative				
Zablocki, Stacy	1.00	73.00	73.00	
Totals	4.75		541.00	
Total Labor				541.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	324291
---------	----------	--	---------	--------

Total this Phase **\$541.00** ✓

Billing Limits

	Current	Prior	To-Date
Total Billings	11,759.43	833,063.54	844,822.97
Limit			990,226.50
Balance Remaining			145,403.53

AMOUNT DUE THIS INVOICE **\$11,759.43**

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Anthony Egelhoff

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-8


Sarpy County Economic Development Corporation

808 Conagra Drive
Suite 400
Omaha, NE 68102

Phone: 402-978-7948

Date	Invoice #
12/1/2018	1717

Bill To
City of La Vista Mayor Doug Kindig 8116 Park View Blvd. La Vista, NE 68128

P.O. No.	Due Date	Terms
	12/31/2018	Net 30

Quantity	Description	Amount
1	<p>2018 Annual Investment - Visionary Level</p> <p>We appreciate your involvement and impact in the growth of Sarpy County.</p> <p>Please continue to support this growth through your annual investment in Sarpy County Economic Development Corporation.</p> <p>If you have any questions, please call 402-978-7948.</p> <p>01.14.0505.000</p>	8,500.00
Thank you for your continued support!		Total \$8,500.00

Consent Agenda 4/16/19 (12)

A-9



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

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 130578
Date 03/20/2019

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

Professional Services from November 12, 2018 through March 17, 2019

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	4,750.35	249.65	0.00
Construction Testing/Geotechnical Observation	105,000.00	100,890.03	4,109.97	0.00
Erosion Control Monitoring and Reporting Services	7,500.00	7,500.00	0.00	0.00
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	10,138.32	4,435.43	426.25
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
Total	173,000.00	163,509.31	9,064.44	426.25

Invoice total 426.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
130578	03/20/2019	426.25	426.25				
	Total	426.25	426.25	0.00	0.00	0.00	0.00

O.K. to pay
\$ MK 3-29-2019
16,710,942.003

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.

Consent Agenda 4/16/19
(K)

A-10



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

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 130579
Date 03/20/2019

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

Professional Services from February 18, 2019 through March 17, 2019

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Interface Area Topographic Survey	6,700.00	6,700.00	0.00	0.00
Construction Staking - Sanitary Sewer Relocation Phase 2	3,000.00	2,258.00	742.00	0.00
Construction Staking - Trail Phase 2	5,000.00	4,882.55	117.45	0.00
Pre-Construction "As-Built" Survey Phase 2	7,500.00	3,527.50	3,897.50	75.00
Post Construction "As-Built Survey Phase 2	7,500.00	0.00	7,500.00	0.00
Construction Administration - Sanitary Sewer Relocation Ph 2	7,500.00	5,590.20	1,173.55	736.25
Meetings	8,000.00	3,012.30	4,987.70	0.00
Construction Testing - Sanitary Sewer Relocation Phase 2	25,000.00	8,443.64	14,862.36	1,694.00
Construction Testing - Trail Phase 2	15,000.00	8,846.84	6,153.16	0.00
Erosion Control Monitoring and Reporting Services	9,000.00	944.50	7,883.50	172.00
3D Video Update Phase 2	5,500.00	5,229.39	270.61	0.00
Total	99,700.00	49,434.92	47,587.83	2,677.25

Invoice total 2,677.25 ←

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
130579	03/20/2019	2,677.25	2,677.25				
	Total	2,677.25	2,677.25	0.00	0.00	0.00	0.00

O.K. to pay
JMK 3-29-2019
16,71,0942.003

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.

Consent Agenda 4/16/19

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SINNETT CHIEF BLDG. OFFICIAL/SAFETY STEERING COMMITTEE CHAIRMAN

SYNOPSIS

A resolution has been prepared in reference to the appointment of selected personnel to the La Vista Safety Steering Committee.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees. The following members of the Safety Steering Committee have terms expiring at the end of April.

I recommend the appointment of these individuals to another 2 year term:

James Berger	Employee Representative (FOP)	2 year term through 4/2021
Jeff Sinnett	Employer Representative (Chairman)	2 year term through 4/2021
Pam Buethe	Employer Representative	2 year term through 4/2021
Brian Burke	Employee Representative	2 year term through 4/2021

Other members of the Safety Steering Committee include:

Jeff Siebels	Employer Representative (Vice-Chairman)	2 year term through 4/2020
Kevin Pokorny	Employer Representative	2 year term through 4/2020
Don Pluta	Employee Representative	2 year term through 4/2020
Terry Foster	Employee Representative	2 year term through 4/2020
Jean Hurst	Ex-Officio (Non-Voting)	
Bill Bowes (Fire)	Ex-Officio (Non-Voting)	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that the appointments to the La Vista Safety Steering Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby appoint the following city employees to the La Vista Safety Steering Committee for the terms specified:

James Berger	Employee Representative (FOP)	2 year term through 4/2021
Jeff Sinnett	Employer Representative (Chairman)	2 year term through 4/2021
Pam Buethe	Employer Representative	2 year term through 4/2021
Brian Burke	Employee Representative	2 year term through 4/2021

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
129296	04/04/2019	BISHOP BUSINESS EQUIPMENT COMPA	208.60	N
129297	04/04/2019	DLR GROUP	1,495.00	N
129298	04/04/2019	HDR ENGINEERING INC	6,415.01	N
129299	04/16/2019	CINTAS CORPORTATION	16.46	N
129300	04/16/2019	ABM SUPPLY	25.00	N
129301	04/16/2019	ACTION BATTERIES UNLTD INC	144.32	N
129302	04/16/2019	ACTION SIGNS INCORPORATED	163.75	N
129303	04/16/2019	AED ZONE	140.00	N
129304	04/16/2019	AMAZON.COM SERVICES, INC.	59.97	N
129305	04/16/2019	ASPHALT & CONCRETE MATERIALS	4,538.11	N
129306	04/16/2019	BLACK HILLS ENERGY	1,845.38	N
129307	04/16/2019	CENTER POINT, INC.	44.34	N
129308	04/16/2019	CENTURY LINK	653.42	N
129309	04/16/2019	CENTURY LINK BUSN SVCS	145.11	N
129310	04/16/2019	COMP CHOICE INC	127.50	N
129311	04/16/2019	CONTROL MASTERS INCORPORATED	393.42	N
129312	04/16/2019	CORNHUSKER INTL TRUCKS INC	1,340.58	N
129313	04/16/2019	COX COMMUNICATIONS, INC.	277.40	N
129314	04/16/2019	CULLIGAN OF OMAHA	16.00	N
129315	04/16/2019	DIGITAL EXPRESS	63.90	N
129316	04/16/2019	EDGEWEAR SCREEN PRINTING	5,660.00	N
129317	04/16/2019	EN POINTE TECHNOLOGIES SALES	439.10	N
129318	04/16/2019	EXPRESS DISTRIBUTION LLC	40.98	N
129319	04/16/2019	EYMAN PLUMBING INC	139.74	N
129320	04/16/2019	FASTENAL COMPANY	242.40	N
129321	04/16/2019	FOCUS PRINTING	150.00	N
129322	04/16/2019	GALE	165.68	N
129323	04/16/2019	GCR TIRES & SERVICE	392.00	N
129324	04/16/2019	GENERAL FIRE & SAFETY EQUIP CO	1,400.00	N
129325	04/16/2019	GENUINE PARTS COMPANY-OMAHA	638.99	N
129326	04/16/2019	GRAYBAR ELECTRIC COMPANY INC	296.64	N
129327	04/16/2019	GREATAMERICA FINANCIAL SERVICES	1,216.50	N
129328	04/16/2019	H & H CHEVROLET LLC	285.44	N
129329	04/16/2019	HOBBY LOBBY STORES INC	32.99	N
129330	04/16/2019	INGRAM LIBRARY SERVICES	2,165.44	N
129331	04/16/2019	JOHNSTONE SUPPLY CO	85.65	N
129332	04/16/2019	KANOPY, INC.	20.00	N
129333	04/16/2019	KRIHA FLUID POWER CO INC	33.84	N
129334	04/16/2019	LA VISTA COMMUNITY FOUNDATION	60.00	N
129335	04/16/2019	LARSEN SUPPLY COMPANY	392.20	N
129336	04/16/2019	LIBRARY IDEAS LLC	3.00	N
129337	04/16/2019	LOGAN CONTRACTORS SUPPLY	190.59	N
129338	04/16/2019	LOU'S SPORTING GOODS	693.98	N
129339	04/16/2019	LUEDERS LOCK & KEY INC	91.00	N
129340	04/16/2019	MARK A KLINKER	200.00	N
129341	04/16/2019	MARTIN ASPHALT - MONARCH OIL	1,616.90	N
129342	04/16/2019	MENARDS-RALSTON	217.35	N
129343	04/16/2019	METROPOLITAN UTILITIES DIST.	55.21	N
129344	04/16/2019	MICHAEL A. CONDUFF	4,500.00	N
129345	04/16/2019	MIDWEST TAPE	350.85	N
129346	04/16/2019	MISEREZ, CYNTHIA	247.00	N
129347	04/16/2019	MNJ TECHNOLOGIES DIRECT INC	2,880.00	N
129348	04/16/2019	MOBOTREX, INC.	1,400.00	N
129349	04/16/2019	NEBRASKA SALT & GRAIN COMPANY	6,870.32	N
129350	04/16/2019	O'REILLY AUTO ENTERPRISES, LLC	106.99	N
129351	04/16/2019	ODEYS INCORPORATED	476.00	N
129352	04/16/2019	OFFICE DEPOT INC	551.14	N
129353	04/16/2019	OMAHA PUBLIC POWER DISTRICT	49,355.09	N
129356	04/16/2019	OMAHA WINNELSON SUPPLY	147.18	N
129357	04/16/2019	OMAHA WORLD-HERALD	491.42	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
129358	04/16/2019	ONE CALL CONCEPTS INC	226.93	N
129359	04/16/2019	PAPILLION SANITATION	1,112.46	N
129360	04/16/2019	PASTOR C PANTALEON JR	150.00	N
129361	04/16/2019	PER MAR SECURITY SERVICES	834.39	N
129362	04/16/2019	PLAINS EQUIPMENT GROUP	1,209.31	N
129363	04/16/2019	SARPY COUNTY COURTHOUSE	4,207.68	N
129364	04/16/2019	SARPY COUNTY TREASURER	20,305.35	N
129365	04/16/2019	SIGN IT	90.00	N
129366	04/16/2019	SOUTH, RYAN	56.56	N
129367	04/16/2019	SOUTHERN UNIFORM & EQUIPMENT	400.23	N
129368	04/16/2019	SUNSET LAW ENFORCEMENT LLC	3,236.40	N
129369	04/16/2019	TODCO BARRICADE COMPANY	850.00	N
129370	04/16/2019	TOSHIBA FINANCIAL SERVICES	138.00	N
129371	04/16/2019	TRANS UNION RISK AND ALT. DATA S	50.00	N
129372	04/16/2019	TRUCK CENTER COMPANIES	14.04	N
129373	04/16/2019	TY'S OUTDOOR POWER & SVC INC	143.74	N
129374	04/16/2019	U.S. CELLULAR	1,363.80	N
129375	04/16/2019	UNITE PRIVATE NETWORKS LLC	3,850.00	N
129376	04/16/2019	VERIZON CONNECT NWF, INC.	731.25	N
129377	04/16/2019	WESTLAKE HARDWARE INC NE-022	8.04	N
129378	04/16/2019	WESTLAKE HARDWARE INC NE-022	444.01	N
129379	04/16/2019	WHITE CAP CONSTR SUPPLY/HDS	99.99	N
129380	04/16/2019	WICK'S STERLING TRUCKS INC	44.03	N
TOTAL:			141,981.09	

APPROVED BY COUNCIL MEMBERS ON: 04/16/2019

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
640(E)	03/05/2019	ELAN FINANCIAL SERVICES	17,227.92	N
648(E)	03/31/2019	ACCESS BANK	3,066.27	N
649(E)	03/31/2019	ALLY BANK	356.91	N
650(E)	03/31/2019	AMERICAN HERITAGE LIFE INSURANCE	1,482.22	N
651(E)	03/31/2019	BLUE CROSS BLUE SHIELD OF NEBR	103,827.79	N
652(E)	03/31/2019	CATERPILLAR FINANCIAL SVCS CORP	3,075.62	N
653(E)	03/31/2019	DEARBORN NATIONAL LIFE INSURANC	6,713.43	N
654(E)	03/31/2019	ENTERPRISE FM TRUST	580.01	N
655(E)	03/31/2019	ESSENTIAL SCREENS	76.00	N
656(E)	03/31/2019	FIRST STATE BANK	6,536.93	N
657(E)	03/31/2019	FIRST STATE BANK	5,668.85	N
658(E)	03/31/2019	LINCOLN NATIONAL LIFE INS CO	5,395.11	N
659(E)	03/31/2019	MID-AMERICAN BENEFITS INC	637.00	N
660(E)	03/31/2019	NE DEPT OF REVENUE-SALES TAX	508.23	N
661(E)	03/31/2019	PITNEY BOWES-EFT POSTAGE	1,438.00	N
662(E)	03/31/2019	TOSHIBA FINANCIAL SERVICES	377.04	N
663(E)	03/31/2019	UNITED HEALTHCARE INSURANCE CO	817.89	N
TOTAL:			157,785.22	

APPROVED BY COUNCIL MEMBERS ON: 04/16/2019

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
RIGHT-OF-WAY VACATION — JOSEPHINE STREET EAST OF 69 TH STREET (EBERLE WALDEN PARK)	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An ordinance has been prepared to approve the vacation of a portion of unused Josephine Street right-of-way on the East side of South 69th Street, between Lots 125 and 126, La Vista Replat. The property has been developed as Eberle Walden Park.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

During the development of the improvement plans for Eberle Walden Park, staff recommended revising records of the property which was platted as Josephine Street right-of-way and is being used as a neighborhood park. A vacation ordinance, and a subsequent replat, have been prepared for City Council for this purpose. Ownership will remain with the City.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA VACATING, AND RESERVING AND RETAINING TITLE IN THE CITY TO, A PART OF JOSEPHINE STREET RIGHT-OF-WAY EAST OF SOUTH 69TH STREET, LOCATED IN THE NW ¼ OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA:

Section 1. It is hereby declared necessary, expedient, proper and for the public good to vacate, and for the City to reserve and retain title to, a part of Josephine Street right-of-way East of South 69th Street, located in the NW ¼ of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("Property"), to be used, sold, conveyed, exchanged, or leased upon such terms and conditions as the City shall deem to be in the best interests of the City subject to the following conditions and limitations reserved in perpetuity to the City of La Vista:

a. the right to maintain, operate, repair, replace, extend and renew sewers and other improvements now existing in, on, over, under or across the Property and in the future to construct, maintain, repair, replace, extend and renew additional or other sewers and improvements;

b. the right to authorize public utilities, cable television companies and other persons, systems or services to construct, maintain, repair, replace, renew, extend and operate now or hereafter installed water mains and gas mains, poles, lines, conduits, equipment and appurtenances above, in, on, over, across or below the surface of the ground for the purpose of serving the general public or abutting property;

c. the right to authorize such connections or branch lines as may be ordered, desired or permitted by the City or such other utility, person, system or service; and

d. the right to enter upon the Property to accomplish the above or to enforce or exercise any other rights or requirements set forth in this Ordinance or under any applicable laws, rules, or regulations, and any related or similar purposes at any and all times.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

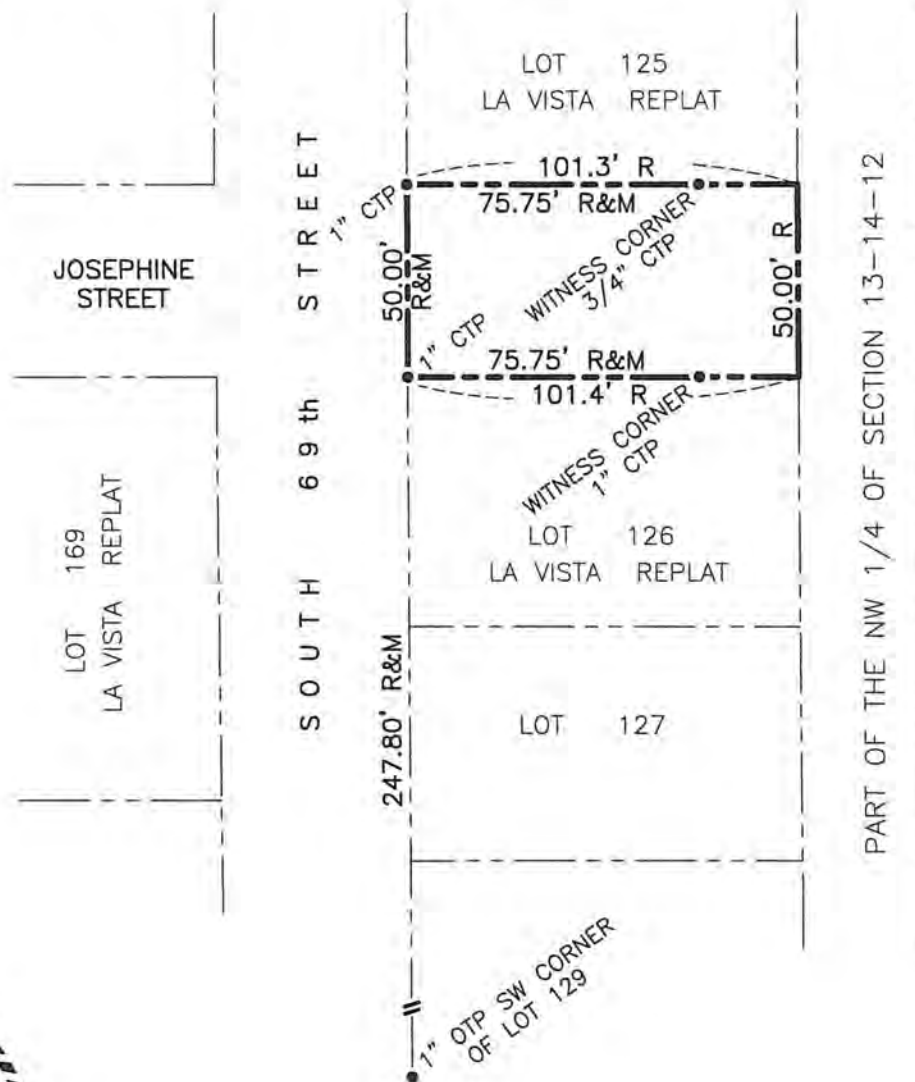
Pamela A. Buethe, CMC
City Clerk

LAND SURVEYOR'S CERTIFICATE

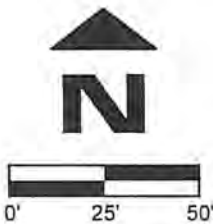
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

JOSEPHINE STREET RIGHT-OF-WAY LYING EAST OF SOUTH 69th STREET BETWEEN LOTS 125 AND 126, LA VISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



JULY 27, 2018
RONALD M. KOENIG
NEBRASKA RLS 496



LEGEND

- CORNERS FOUND
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- CTP CRIMPED TOP PIPE
- OTP OPEN TOP PIPE

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
EBERLE WALDEN PARK REPLAT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared for Council to consider a replat for a portion of unused, vacated Josephine Street right-of-way East of South 69th Street, that is owned by the City and located between Lots 125 and 126, which was developed as Eberle Walden Park, generally located at S. 69th and Josephine Streets.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A portion of unused, vacated Josephine Street right-of-way East of South 69th Street, that is owned by the City of La Vista and located between Lots 125 and 126, was developed as Eberle Walden Park.

In 2011, the Mini-Park Plan committee developed a plan that called for improvements that would maintain the viability of the park for the foreseeable future. This committee has finalized planned improvements for the park and a contractor has been selected and approved at the March 19th City Council meeting. Staff recommends revising records of the property which was platted as Josephine Street right-of-way and is currently being used as a neighborhood park. Eberle Walden Park Replat is proposed for this purpose.

The Planning Commission voted unanimously to recommend approval of the Eberle Walden Park Replat, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR CERTAIN VACATED RIGHT-OF-WAY RETAINED BY THE CITY THAT IS LOCATED BETWEEN LOTS 125 AND 126 OF LA VISTA REPLAT TO BE REPLATTED AS LOT 1 OF EBERLE WALDEN PARK REPLAT, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the City as owner has submitted for approval of a replat for certain vacated right-of-way retained by the City that is located between Lots 125 and 126 of La Vista Replat to be replatted as Lot 1 of Eberle Walden Park Replat; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on March 21, 2019, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for certain vacated right-of-way retained by the City that is located between Lots 125 and 126 of La Vista Replat to be replatted as Lot 1 of Eberle Walden Park Replat, a subdivision located in the Northwest Quarter of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located East of the intersection of S 69th Street and Josephine Street, be, and hereby is, approved.

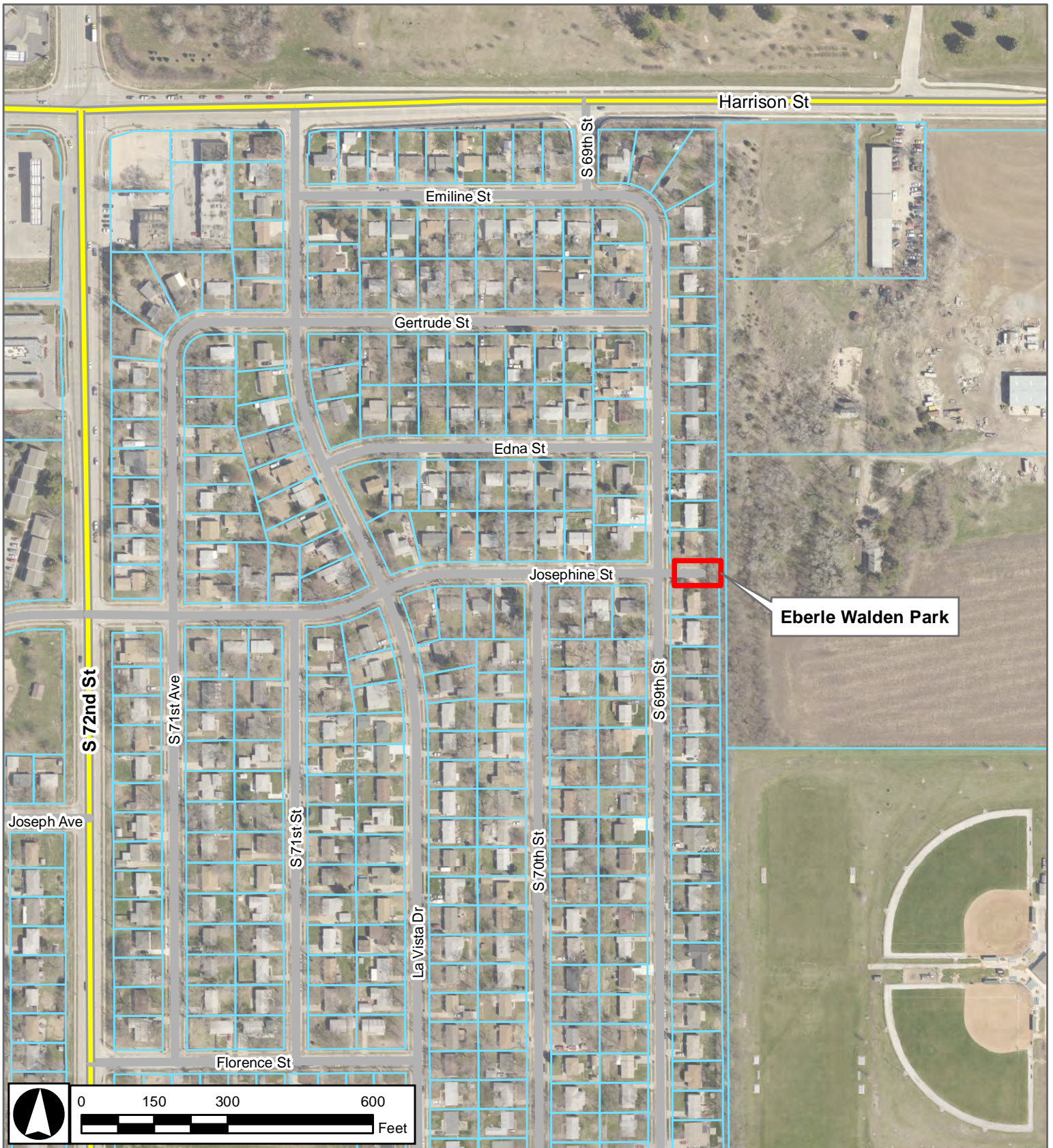
PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

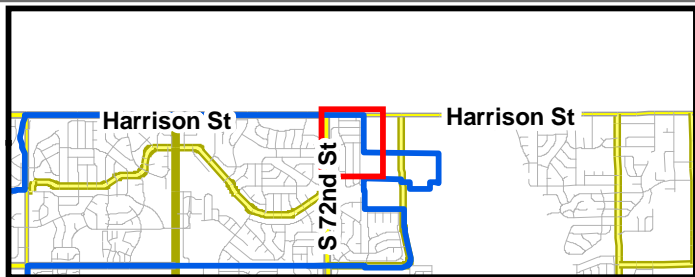
ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



Project Vicinity Map



Eberle Walden Park Replat


3/13/2019
CAS

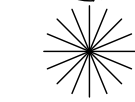



EBERLE WALDEN PARK


LOT 1


LEGEND


- 


DECIDUOUS TREE WITH TRUNK SIZE
- 


CONIFEROUS TREE WITH TRUNK SIZE
- 


LIGHT POLE
- 

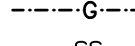
POWER POLE
- 

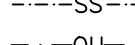
SEWER MANHOLE
- 

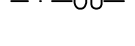
WATER MANHOLE
- 

FIRE HYDRANT
- 

WATER VALVE
- 

CHAIN LINK FENCE
- 

GAS LINE
- 

SANITARY SEWER LINE
- 

OVERHEAD UTILITY LINE

SUBDIVIDER

CITY OF LA VISTA
9900 PORTAL ROAD
LA VISTA, NEBRASKA. 68128

ENGINEER

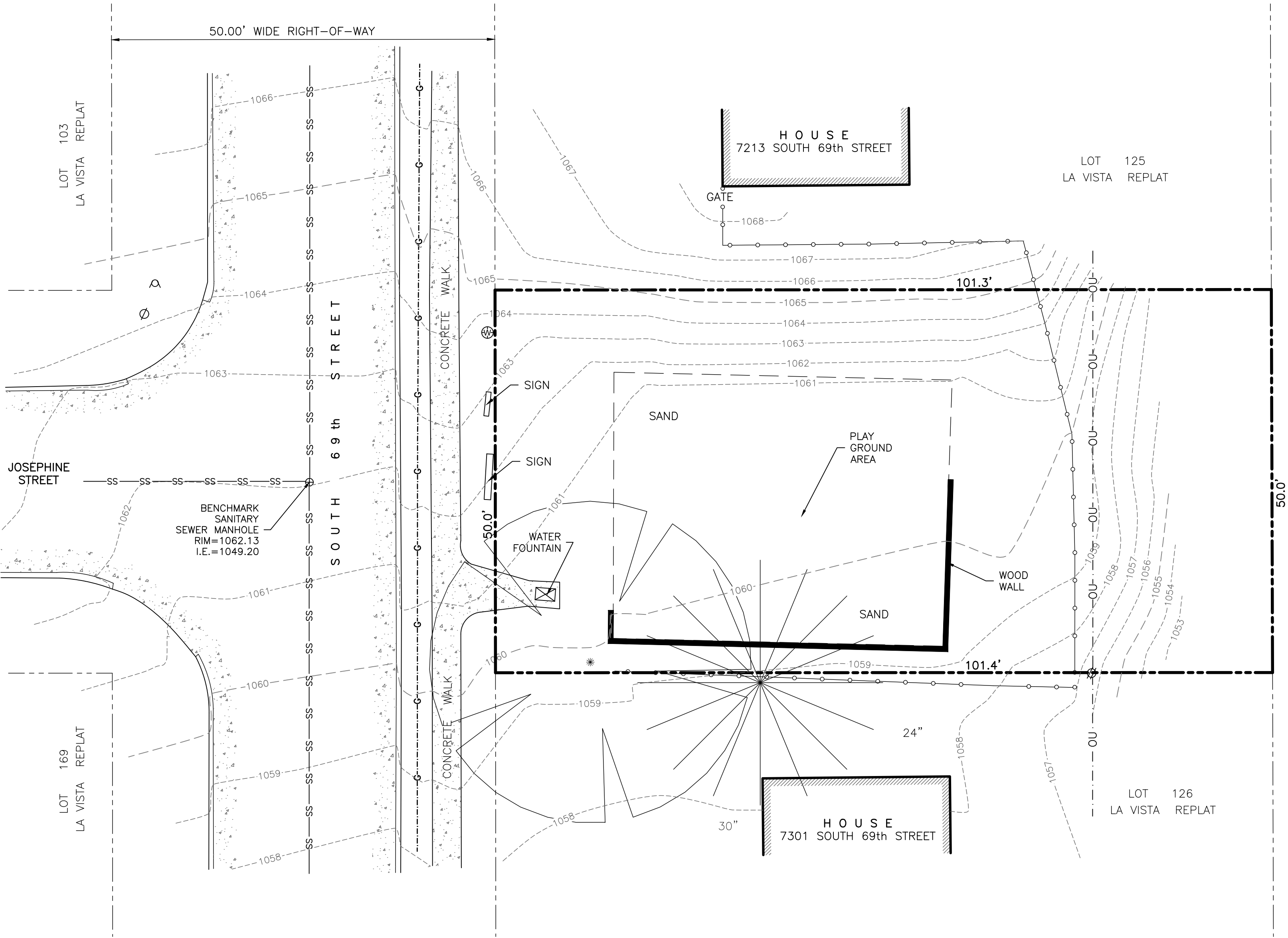
THOMPSON, DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA NEBRASKA. 68154

LEGAL DESCRIPTION

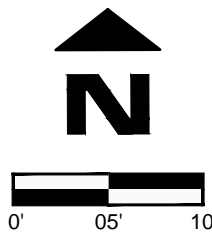
JOSEPHINE STREET RIGHT-OF-WAY LYING EAST OF SOUTH
69th STREET AND BETWEEN LOTS 125 AND 126, LA VISTA
REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

NOTES

1. CONTOURS ARE SHOWN AT ONE FOOT INTERVALS.
2. EXISTING ZONING IS R-1. PROPOSED ZONING IS R-1.
3. ALL REQUIRED UTILITIES EXIST.



EBERLE WALDEN PARK
LOT 1



Revision Dates		
No.	Description	MM-DD-YY
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--	--	--
--	--	--

Job No.: A171-19-1P
Drawn By: RJR
Reviewed By: JDW
Date: JANUARY 25, 2019
Book: 18/02
Pages: 76&77

CITY OF LA VISTA
PRELIMINARY PLAT

EBERLE WALDEN PARK

LOT 1

BEING A PLATTING OF THAT PART OF JOSEPHINE STREET RIGHT-OF-WAY LYING EAST OF SOUTH 69TH STREET AND BETWEEN LOTS 125 AND 126, LA VISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

APPROVAL BY THE LA VISTA PLANNING COMMISSION

THIS PLAT OF EBERLE WALDEN PARK WAS APPROVED BY THE CITY OF LA VISTA PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 2019.

BY: _____
CHAIRPERSON, OF THE PLANNING COMMISSION

APPROVAL BY THE LA VISTA CITY COUNCIL

THIS PLAT OF EBERLE WALDEN PARK WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____, 2019.

BY: _____
DOUGLAS KINDIG, MAYOR

BY: _____
PAMELA A. BUETHE, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF EBERLE WALDEN PARK WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS DAY _____ OF _____, 2019.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY SAID SUBDIVISION TO BE KNOWN AS EBERLE WALDEN PARK, LOT 1, BEING A PLATTING OF THAT PART OF JOSEPHINE STREET RIGHT-OF-WAY LYING EAST OF SOUTH 69th STREET AND BETWEEN LOTS 125 AND 126, LA VISTA REPLAT, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 125;

THENCE EAST (ASSUMED BEARING) 101.30 FEET ON THE NORTH LINE OF JOSEPHINE STREET AND ON THE SOUTH LINE OF SAID LOT 125 TO THE SE CORNER THEREOF;

THENCE S00°15'27"E 50.00 FEET ON THE EAST LINE OF JOSEPHINE STREET TO THE NE CORNER OF SAID LOT 126;

THENCE WEST 101.40 FEET ON THE SOUTH LINE OF JOSEPHINE STREET AND ON THE NORTH LINE OF SAID LOT 126 TO THE NW CORNER THEREOF;

THENCE N00°08'34"W 50.00 FEET ON THE EAST LINE OF SOUTH 69TH STREET TO THE POINT OF BEGINNING.



JAMES D. WARNER,
NEBRASKA RLS 308

JANUARY 25, 2019

DATE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE CITY OF LA VISTA, A MUNICIPAL CORPORATION, BEING THE OWNERS, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TOO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS EBERLE WALDEN PARK, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK QC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERCT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION WHERE NEEDED.

PERPETUAL EASEMENTS ARE HEREBY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING SOUTH 69th STREET.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

THE CITY OF LA VISTA
A MUNICIPAL CORPORATION

BY: _____
DOUGLAS KINDIG, MAYOR

BY: _____
PAMELA A. BUETHE, CITY CLERK

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2019.

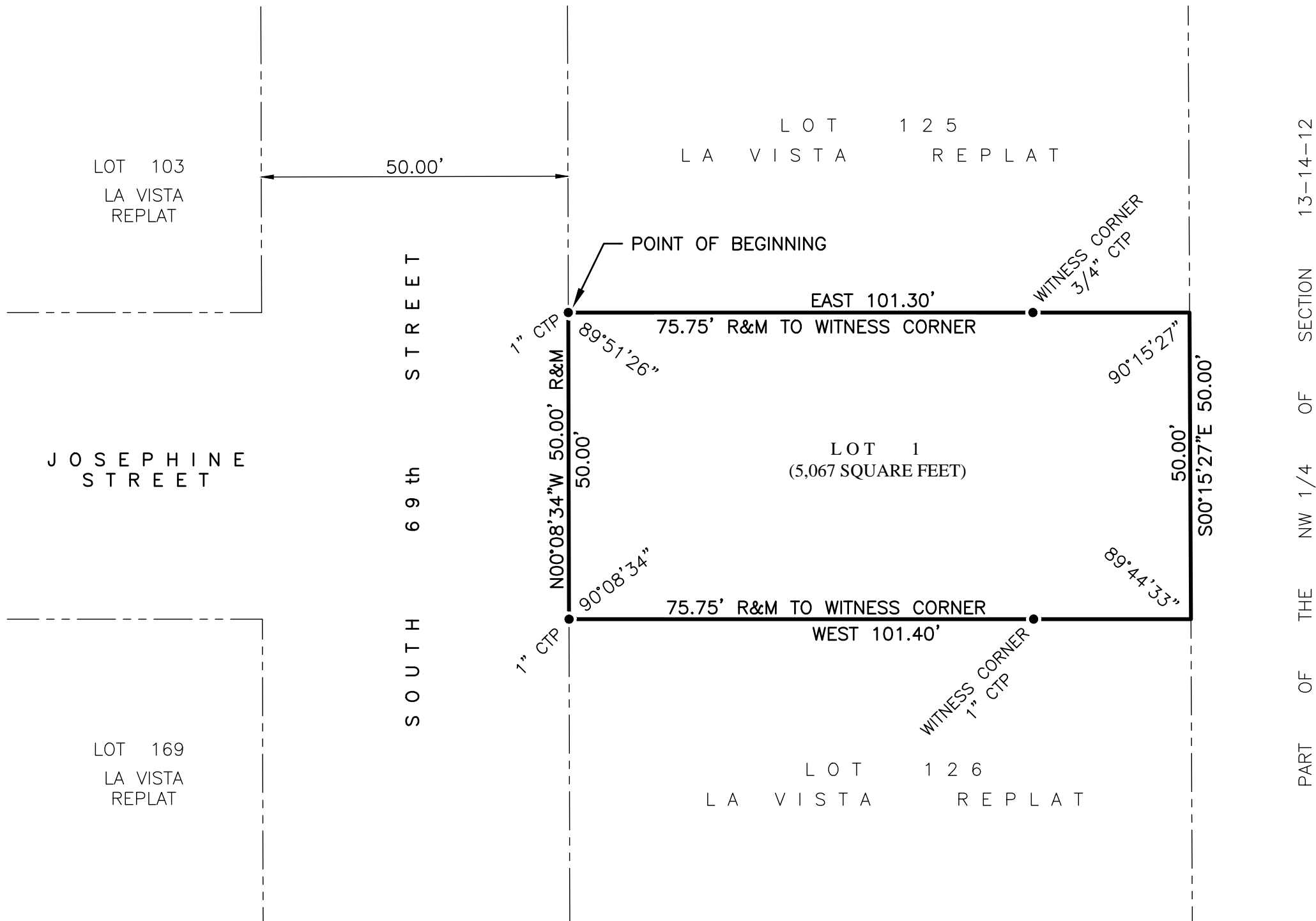
SARPY COUNTY TREASURER

TREASURER'S SEAL

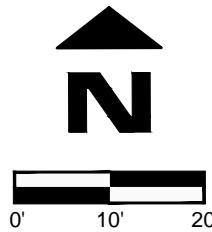
LEGEND

- CORNERS FOUND
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- OTP OPEN TOP PIPE
- CTP CRIMPED TOP PIPE

SARPY COUNTY
SURVEYOR/ENGINEER



EBERLE WALDEN PARK
LOT 1



Revision Dates

No.	Description	MM-DD-YY
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Job No.: A171-19-1A
Drawn By: RJR
Reviewed By: JDW
Date: JANUARY 25, 2019
Book: 18/02
Pages: 76&77

Sheet Title

CITY OF LA VISTA
FINAL PLAT

Sheet Number

SHEET 1 OF 1

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
RIGHT-OF-WAY DEDICATION — PROPERTY IN THE VICINITY OF PORTAL ROAD	◆ RESOLUTION (1) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to sign a document that will dedicate additional right-of-way in the vicinity of Portal Road. This process is necessary in order to clean-up the new Portal Road right-of-way. This parcel will remain as permanent right-of-way for the new alignment of Portal Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Due to the new alignment and construction of Portal Road, this parcel of property was left in an unresolved status. Sarpy County has deeded the property (Instrument #2019-05523) as shown on the attached exhibit as Part of Tax Lots 9B1 and E1. This parcel needs to be dedicated as right-of-way, and will remain as permanent right-of-way for the new alignment of Portal Road.

A resolution has been prepared authorizing the Mayor to sign the attached dedication document. This document will be recorded at the Register of Deeds office and upon doing so the right-of-way that is intended to remain as such for Portal Road will be finalized.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR PART OF THE PROPERTY IDENTIFIED AS TAX LOTS 9B1 and E1, LOCATED IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

WHEREAS, with the construction of the new alignment for Portal Road, a revised alignment for the public right-of-way was also required; and

WHEREAS, the property needed for the revised right-of-way was deeded from Sarpy County to the city and recorded as Instrument #2019-05523; and

WHEREAS, the Portal Road improvements require the dedication of a parcel of real estate described as Part of Tax Lots 9B1 and E1 on Exhibit "A" for public right-of-way; and

WHEREAS, the City Council recommends approval of the plat and dedication document, as detailed in Exhibit A, attached hereto and incorporated herein by this reference, for the parcel described as Part of Tax Lots 9B1 and E1, located in the East ½ of the Southeast ¼ of Section 21, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; and

WHEREAS, the City Engineer and Public Works Director recommend approval of the dedication.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the plat and dedication for public street right-of-way as shown on the attached Exhibit "A" and authorize the Mayor to sign the plat and dedication.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PLAT AND DEDICATION FOR STREET WIDENING

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, a municipal corporation in the State of Nebraska, being the owners of the land described and embraced within this plat as shown as Part of Tax Lots 9B1 and E1 on the attached **Exhibit "A-2"**, which plat is incorporated by reference and made a part hereof, hereby dedicate to the public for public use the street as shown on this plat to be hereafter known as **Portal Road**.

APPROVALS: Above referenced plat and dedication recommended for approval by:

City Engineer _____ Date: _____

Public Works Director _____ Date: _____

This plat and dedication was approved by the City Council of the City of La Vista this _____ day of _____, 2019.

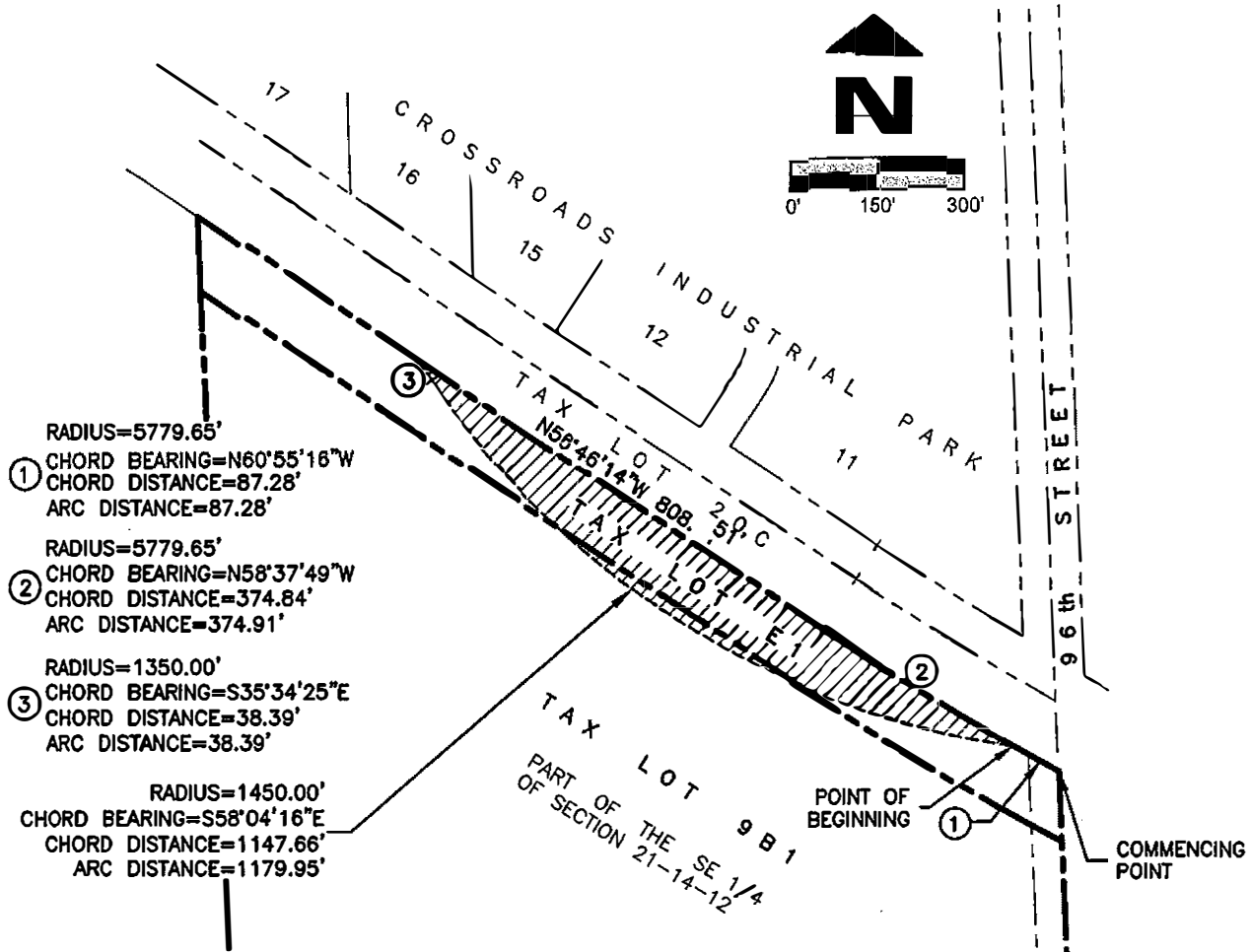
CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A-1



LEGAL DESCRIPTION

THAT PART OF TAX LOTS 9B1 AND E1 IN THE EAST 1/2 OF THE SE 1/4 OF SECTION 21, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID TAX LOT E1;
 THENCE NORTHWESTERLY ON THE NORTH LINE OF SAID TAX LOT E1 ON A 5779.65 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N60°55'16"W (ASSUMED BEARING), CHORD DISTANCE 87.28 FEET AN ARC DISTANCE OF 87.28 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING NORTHWESTERLY ON THE NORTH LINE OF SAID TAX LOT E1 ON A 5779.65 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N58°37'49"W (ASSUMED BEARING), CHORD DISTANCE 374.84 FEET AN ARC DISTANCE OF 374.91 FEET;
 THENCE N56°46'14"W 808.51 FEET ON THE NORTH LINE OF SAID TAX LOT E1;
 THENCE SOUTHEASTERLY ON A 1350.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S35°34'25"E, CHORD DISTANCE 38.39 FEET, AN ARC DISTANCE OF 38.39 FEET;
 THENCE CONTINUING SOUTHEASTERLY ON A 1450.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S58°04'16"E, CHORD DISTANCE 1147.66 FEET, AN ARC DISTANCE OF 1179.95 FEET TO THE POINT OF BEGINNING.
 CONTAINING 2.16 ACRES MORE OR LESS.



Job Number: 200-19-009EX
 thompson, dreessen & dörner, Inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: FEBRUARY 5, 2019
 Drawn By: DHN
 Reviewed By: CED
 Revision Date:

EXHIBIT "A-2"

SARPY COUNTY

Book
 Page

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
RIGHT-OF-WAY DEDICATIONS — VARIOUS PARCELS IN THE VICINITY OF PORTAL ROAD	◆ RESOLUTION (3) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared authorizing the Mayor to sign documents that will dedicate additional right-of-way in the vicinity of Portal Road. This process is necessary in order to clean-up the old Portal Road right-of-way. These parcels will remain as permanent right-of-way for the new alignment of Portal Road and for the 97th Street intersection with Portal Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Due to the new alignment and construction of Portal Road, several parcels of property were left in an unresolved status. Sarpy County has deeded (Instrument #2018-20107) the property shown on the attached exhibits as Parcels 3, 4 and 8. These parcels need to be dedicated as right-of-way, and will remain as permanent right-of-way for the new alignment of Portal Road and for the 97th Street intersection with Portal Road.

Resolutions have been prepared authorizing the Mayor to sign the attached dedication documents. These documents will also be recorded at the Register of Deeds office and upon doing so the right-of-way that is intended to remain as such for Portal Road and for 97th Street will be finalized.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR THE PROPERTY IDENTIFIED AS PARCEL 3, PART OF TAX LOT 20C LOCATED IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

WHEREAS, with the construction of the new alignment for Portal Road, a revised alignment for the public right-of-way was also required; and

WHEREAS, the property needed for the revised right-of-way was deeded from Sarpy County to the city and recorded as Instrument #2018-20107; and

WHEREAS, the Portal Road improvements require the dedication of a parcel of real estate described as Parcel 3 on Exhibit "A" for public right-of-way; and

WHEREAS, the City Council recommends approval of the plat and dedication document, as detailed in Exhibit A, attached hereto and incorporated herein by this reference, for the parcel described as Parcel 3, Part of Tax Lot 20C located in the East ½ of the Southeast ¼ of Section 21, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; and

WHEREAS, the City Engineer and Public Works Director recommend approval of the dedication;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the plat and dedication for public street right-of-way as shown on the attached Exhibit "A" and authorize the Mayor to sign the plat and dedication.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PLAT AND DEDICATION FOR STREET WIDENING

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, a municipal corporation in the State of Nebraska, being the owners of the land described and embraced within this plat as shown as Parcel 3 on the attached **Exhibit “A-2”**, which plat is incorporated by reference and made a part hereof, hereby dedicate to the public for public use the street as shown on this plat to be hereafter known as **Portal Road**.

APPROVALS: Above referenced plat and dedication recommended for approval by:

City Engineer _____ Date: _____

Public Works Director _____ Date: _____

This plat and dedication was approved by the City Council of the City of La Vista this _____ day of _____, 2019.

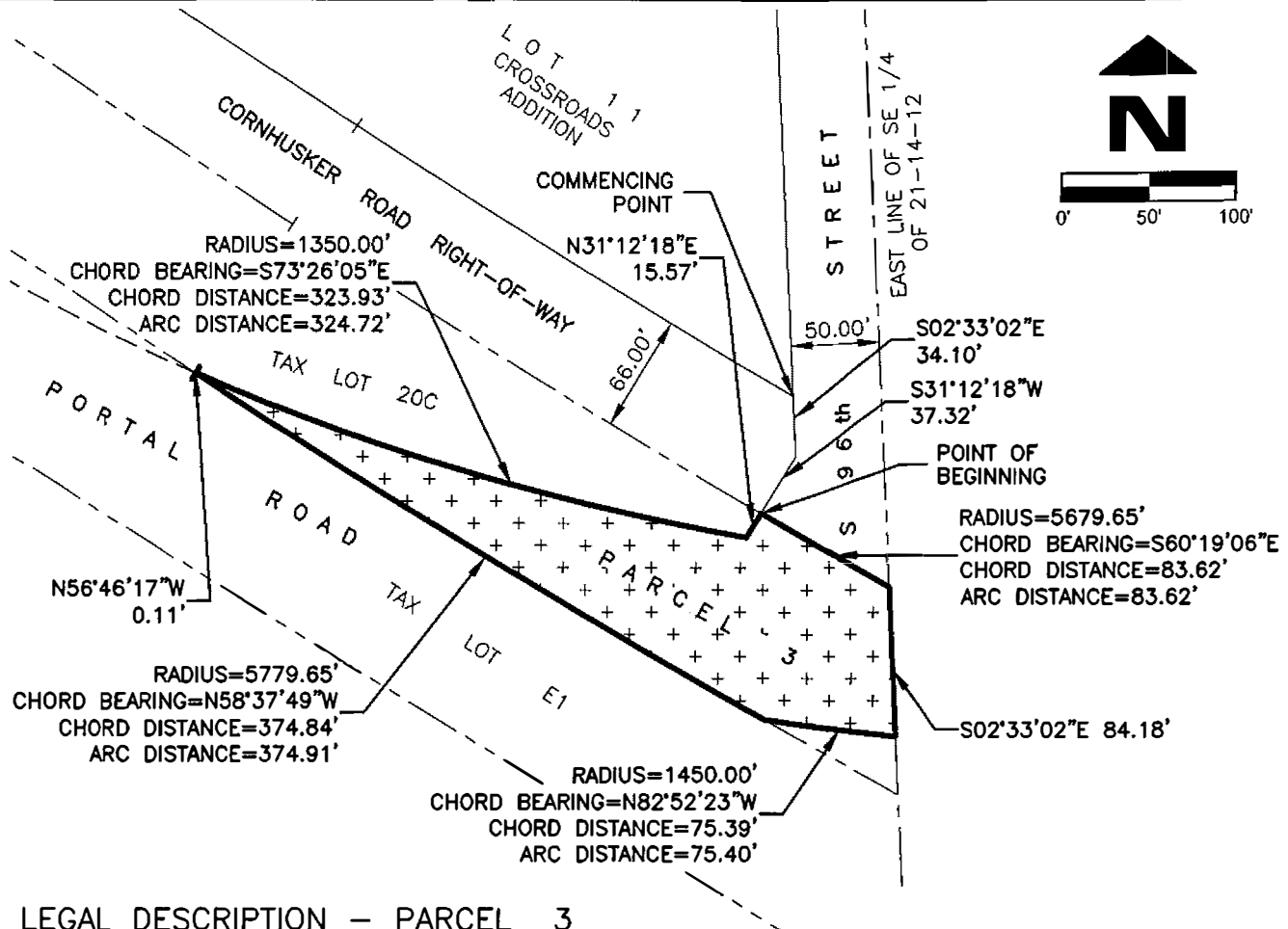
CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A-1



LEGAL DESCRIPTION – PARCEL 3

THAT PART OF TAX LOT 20C IN THE EAST 1/2 OF THE SE 1/4 OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 11, CROSSROADS ADDITION, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE S02°33'02"E (ASSUMED BEARING) 34.10 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4;

THENCE S31°12'18"W 37.32 FEET TO THE NORTHEAST LINE OF SAID TAX LOT 20C AND THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ON THE NORTHEAST LINE OF SAID TAX LOT 20C ON A 5679.65 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S60°19'06"E, CHORD DISTANCE 83.62 FEET AN ARC DISTANCE OF 83.62 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 20C;

THENCE S02°33'02"W 84.18 FEET ON THE EAST LINE OF SAID TAX LOT 20C;

THENCE NORTHWESTERLY ON A 1450.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N82°52'23"W, CHORD DISTANCE 75.39 FEET AN ARC DISTANCE OF 75.40 FEET TO THE SOUTHWEST LINE OF SAID TAX LOT 20C;

THENCE NORTHWESTERLY ON THE SOUTHWEST LINE OF SAID TAX LOT 20C ON A 5779.65 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N58°37'49"W, CHORD DISTANCE 374.84 FEET AN ARC DISTANCE OF 374.91 FEET;

THENCE N56°46'17"W 0.11 FEET ON THE SOUTHWEST LINE OF SAID TAX LOT 20C;

THENCE SOUTHEASTERLY ON A 1350.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S73°26'05"E, CHORD DISTANCE 323.93 FEET AN ARC DISTANCE OF 324.72 FEET;

THENCE N31°12'18"W 15.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,981 SQUARE FEET OR 0.50 ACRES MORE OR LESS.



Job Number: 171-18-3(EX3)
thompson, dreessen & dörner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: OCTOBER 25, 2018
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT "A-2"

CITY OF LAVISTA

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Page

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR THE PROPERTY IDENTIFIED AS PARCEL 4, PART OF TAX LOT 20C LOCATED IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

WHEREAS, with the construction of the new alignment of the intersection of Portal Road and 97th Street, a revised alignment for the public right-of-way was also required; and

WHEREAS, the property needed for the revised right-of-way was deeded from Sarpy County to the city and recorded as Instrument #2018-20107; and

WHEREAS, the intersection improvements for Portal Road and 97th Street require the dedication of a parcel of real estate described as Parcel 4 on Exhibit "A" for public right-of-way; and

WHEREAS, the City Council recommends approval of the plat and dedication document, as detailed in Exhibit A, attached hereto and incorporated herein by this reference, for the parcel described as Parcel 4, Part of Tax Lot 20C located in the Northeast ¼ of the Southeast ¼ of Section 21, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; and

WHEREAS, the City Engineer and Public Works Director recommend approval of the dedication.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the plat and dedication for public street right-of-way as shown on the attached Exhibit "A" and authorize the Mayor to sign the plat and dedication.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PLAT AND DEDICATION FOR STREET WIDENING

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, a municipal corporation in the State of Nebraska, being the owners of the land described and embraced within this plat as shown as Parcel 4 on the attached **Exhibit “A-2”**, which plat is incorporated by reference and made a part hereof, hereby dedicate to the public for public use the street as shown on this plat to be hereafter known as **97th Street**.

APPROVALS: Above referenced plat and dedication recommended for approval by:

City Engineer _____ Date: _____

Public Works Director _____ Date: _____

This plat and dedication was approved by the City Council of the City of La Vista this _____ day of _____, 2019.

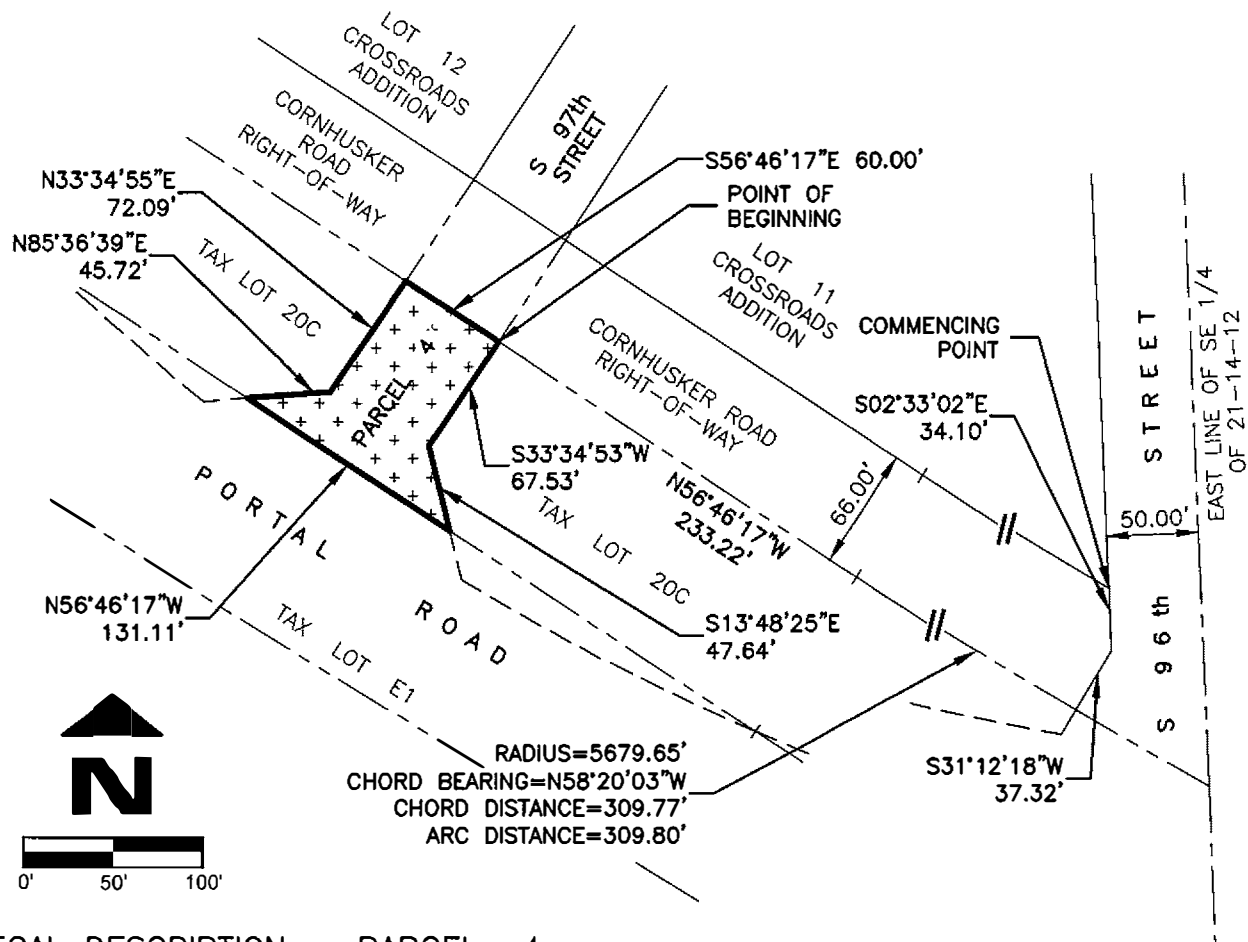
CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A-1



LEGAL DESCRIPTION – PARCEL 4

THAT PART OF TAX LOT 20C IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 11, CROSSROADS ADDITION, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE S02°33'02"E (ASSUMED BEARING) 34.10 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SE 1/4;

THENCE S31°12'18"W 37.32 FEET TO THE SOUTHWEST LINE OF THE 66.00 FOOT WIDE CORNHUSKER ROAD RIGHT OF WAY;

THENCE NORTHWESTERLY ON THE SOUTHWEST LINE OF THE 66.00 FOOT WIDE CORNHUSKER ROAD RIGHT OF WAY ON A 5679.65 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N58°20'03"W, CHORD DISTANCE 309.77 FEET AN ARC DISTANCE OF 309.80 FEET;

THENCE N56°46'17"W 233.22 FEET ON THE SOUTHWEST LINE OF THE 66.00 FOOT WIDE CORNHUSKER ROAD RIGHT OF WAY TO THE NORTH RIGHT OF WAY LINE OF PORTAL ROAD AND THE POINT OF BEGINNING;

THENCE S33°34'53"W 67.53 FEET ON THE NORTH RIGHT OF WAY LINE OF PORTAL ROAD;

THENCE S13°48'25"E 47.64 FEET TO THE SOUTHWEST LINE OF SAID TAX LOT 20C;

THENCE N56°46'17"W 131.11 FEET ON THE NORTH LINE OF SAID TAX LOT 20C;

THENCE N85°36'39"E 45.72 FEET;

THENCE N33°34'55"E 72.09 FEET TO THE SOUTHWEST LINE OF THE 66.00 FOOT WIDE CORNHUSKER ROAD RIGHT OF WAY;

THENCE S56°46'17"E 60.00 FEET ON THE SOUTHWEST LINE OF THE 66.00 FOOT WIDE CORNHUSKER ROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

CONTAINING 7,072 SQUARE FEET OR 0.16 ACRES MORE OR LESS.



Job Number: 171-18-3(EX4)
thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

Date: OCTOBER 25, 2018
Drawn By: RJR
Reviewed By: DHN
Revision Date:

EXHIBIT "A-2"

CITY OF LAVISTA

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR THE PROPERTY IDENTIFIED AS PARCEL 8, PART OF TAX LOT 20C LOCATED IN THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 21, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

WHEREAS, with the construction of the new alignment for Portal Road, a revised alignment for the public right-of-way was also required; and

WHEREAS, the property needed for the revised right-of-way was deeded from Sarpy County to the city and recorded as Instrument #2018-20107; and

WHEREAS, the Portal Road improvements require the dedication of a parcel of real estate described as Parcel 8 on Exhibit "A" for public right-of-way; and

WHEREAS, the City Council recommends approval of the plat and dedication document, as detailed in Exhibit A, attached hereto and incorporated herein by this reference, for the parcel described as Parcel 8, Part of Tax Lot 20C located in the North ½ of the Southeast ¼ of Section 21, T14N, R12E of the 6th P.M., Sarpy County, Nebraska; and

WHEREAS, the City Engineer and Public Works Director recommend approval of the dedication;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the plat and dedication for public street right-of-way as shown on the attached Exhibit "A" and authorize the Mayor to sign the plat and dedication.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PLAT AND DEDICATION FOR STREET WIDENING

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, a municipal corporation in the State of Nebraska, being the owners of the land described and embraced within this plat as shown as Parcel 8 on the attached **Exhibit “A-2”**, which plat is incorporated by reference and made a part hereof, hereby dedicate to the public for public use the street as shown on this plat to be hereafter known as **Portal Road**.

APPROVALS: Above referenced plat and dedication recommended for approval by:

City Engineer _____ Date: _____

Public Works Director _____ Date: _____

This plat and dedication was approved by the City Council of the City of La Vista this _____ day of _____, 2019.

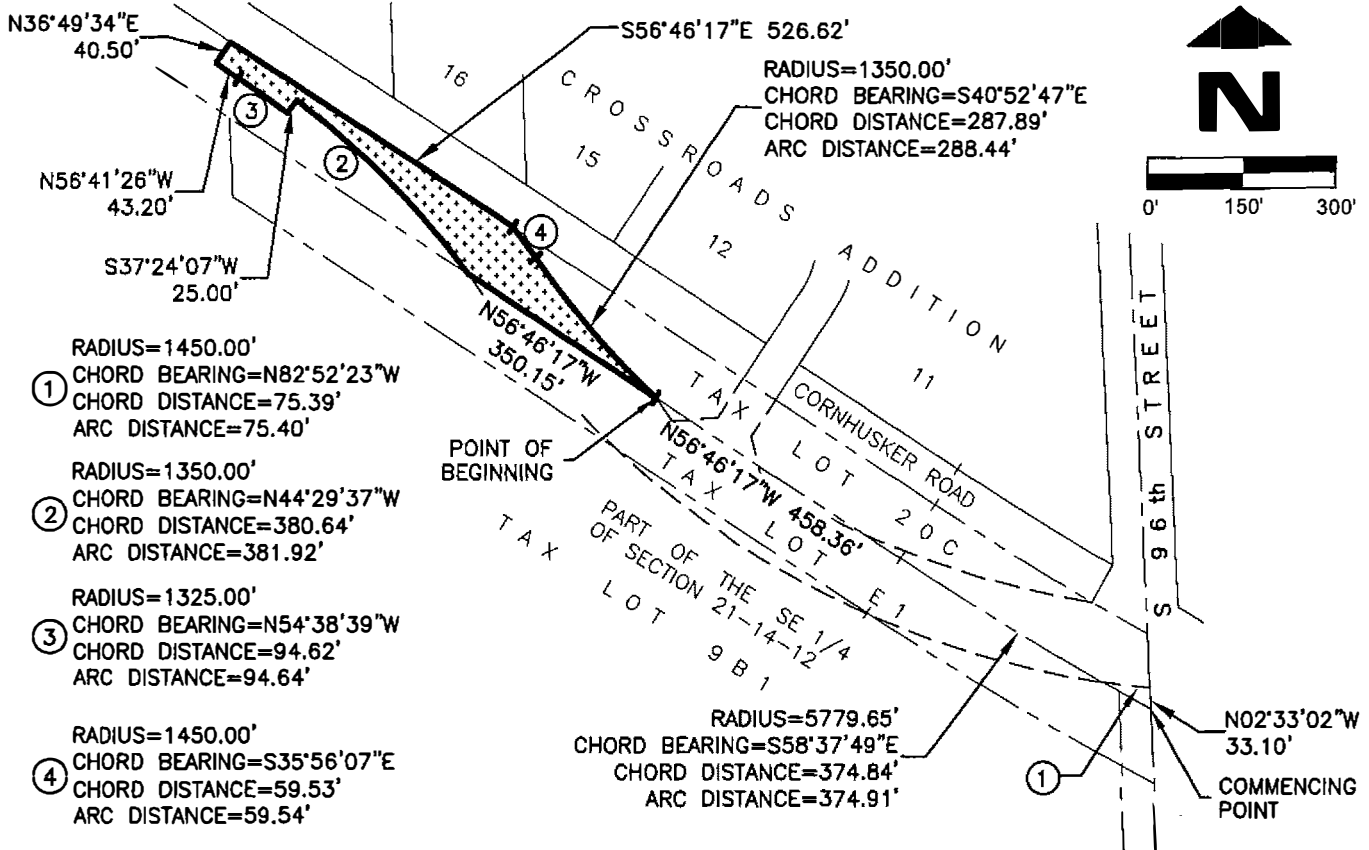
CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A-1



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
AMEND MUNICIPAL CODE § 33.25(A) REGULAR MEETING; QUORUM	RESOLUTIONS ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

An ordinance has been prepared to approve an amendment to Municipal Code Section 33.25(A) Regular Meeting; Quorum. This changes the meeting start time from 7:00 p.m. to 6:00 p.m. beginning on June 1, 2019.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

Following discussion at the April 2, 2019 City Council meeting, staff was asked to prepare an ordinance changing the City Council meeting start time from 7:00 p.m. to 6:00 p.m. beginning on June 1, 2019. It was suggested that this be done on a trial basis to determine what effect, if any, this may have on attendance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 33.25; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 33.25 of the La Vista Municipal Code is amended to read as follows:

§ 33.25 REGULAR MEETINGS; QUORUM.

(A) The meetings of the City Council shall be held at the meeting place of the city. Regular meetings shall be held on the first and third Tuesdays of each month at the hour of ~~7~~6:00 p.m.

(B) A majority of all the members elected to the City Council shall constitute a quorum for the transaction of any business, but a smaller number may adjourn from day to day and compel the attendance of absent members. Whether a quorum is present or not, all absent members shall be sent for and compelled to attend.

(C) At the hour appointed for the meeting, the City Clerk shall proceed to call the roll of members and announce whether a quorum is present. If a quorum is present, the Council shall be called to order by the Mayor, if present, or if absent, by the President of the Council. In the absence of both the Mayor and the President of the Council, the City Council members shall elect a President pro tempore.

(D) Unless a greater vote is required by law, an affirmative vote of at least one-half of the elected members shall be required for the transaction of any business.

(Neb. RS 84-1412) ('79 Code, 5 1-609) (Am. Ord. 353, passed 12-6-83; Am. Ord. 398, passed 11-19-85; Am. Ord. 457, passed 1-19-88; Am. Ord. 997, passed 6-20-06)

SECTION 2. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect June 1, 2019 after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
CHANGE ORDER NO 10 84 TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT OFFSTREET PKG. DIST. NO. 2-STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 10 to the contract with Hawkins Construction Co. of Omaha, Nebraska to extend the substantial completion date by 28 days. There is no cost associated with this change.

FISCAL IMPACT

The FY19/20 biennial budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

The initial contract for the parking structure project was awarded to Hawkins Construction Co. in the amount of \$3,863,000.00 on November 21, 2017. Previous Change Orders through No. 9 increased the contract price to \$4,071,581.91. Change Order No.10 does not change the contract price.

This change order extends the time period for substantial completion by 28 calendar days to September 13, 2019. This change is due to the work on adjoining Lot 15 not being ready for parking structure work to proceed. The delay is primarily due to excessively poor working conditions during the past winter.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 10 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO EXTEND THE SUBSTANTIAL COMPLETION DATE OF WORK FOR THE CONTRACT BY 28 DAYS.

WHEREAS, the City has determined it is necessary to extend the substantial completion date of work for the contract; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the project; and

WHEREAS, there is no cost associated with change order number 10;

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 change order number 10 to the contract with Hawkins Construction Co., Omaha, Nebraska, to extend the substantial completion date of work for the contract by 28 days.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
10-17105-00 La Vista City Centre
Parking Facilities

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 010

Date: January 2, 2018

Date: March 8, 2019

OWNER: (Name and address)
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

ARCHITECT: (Name and address)
DLR Group inc. (a Nebraska corporation)
6457 Frances Street, Suite 200
Omaha, NE 68106

CONTRACTOR: (Name and address)
Hawkins Construction Co.
2516 Deer Park Blvd
Omaha, NE 68105

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Extension of days as a result of adjoining Lot 15 not being prepared for Offstreet Parking to proceed as scheduled (refer to attached letter from Hawkins, dated March 4, 2019).

The original Contract Sum was	\$ 3,863,000.00
The net change by previously authorized Change Orders	\$ 208,581.91
The Contract Sum prior to this Change Order was	\$ 4,071,581.91
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 4,071,581.91

The Contract Time will be increased by Twenty-Eight (28) days.
The new date of Substantial Completion will be September 13, 2019

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case this Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLR Group inc. (a Nebraska corporation)

Hawkins Construction Co.

City of La Vista

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Matthew Gulsvig, Project Manager

Jerry ! Construction Manager

Douglas Kindig, Mayor

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 6 84 TH STREET PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 6 to a Professional Services Agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for 84th Street Pavement Rehabilitation. After Amendment No. 6 the total not-to-exceed fee will increase by \$126,100.00 to a total of \$1,116,326.50.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

The initial agreement with Olsson Associates was approved by the City Council on October 18, 2016. Olsson Associates now refers to themselves as Olsson, Inc. (Olsson). Five previous amendments to the agreement with Olsson have been approved for additional work and phasing of the infrastructure construction. Amendment No. 1 provided for the addition of design services for the 84th Street Rehabilitation. This Amendment No. 6 provides for construction phase engineering services required for the 84th Street Rehabilitation and includes resurfacing of Brentwood Drive from 84th to 87th. A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work in this sixth amendment. The proposed agreement is available for review.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER SIX TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE ADDITIONAL PROJECT MANGEMENT AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR 84TH STREET PAVEMENT REHABILITATION IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$126,100.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional project management and construction engineering services are necessary; and

WHEREAS, The FY19/20 Biennial Budget includes funding for this project; and

WHEREAS. The total contract amount will be \$1,116,326.50; 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 approve amendment number six to the professional services agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for 84th Street Pavement Rehabilitation in an additional amount not to exceed \$126,100.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT AMENDMENT #6

Date: April 4, 2019

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: La Vista, NE

Project Description: 84th Street Pavement Rehabilitation – Construction Services

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3rd party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

CONSTRUCTION SERVICES

In general, the extent of this task will include construction services for the 84th Street Pavement Rehabilitation project. Services will include project management, design revisions, construction administration, observations, testing, and staking. The following tasks go into additional detail for each.

Construction Services Project Management

- **Project Management:** This task includes additional time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the Construction Engineering Services of this project.
- **Progress Meetings & Field Visits:** Attend weekly progress meetings as Project Engineer to address issues, provide clarifications, and review progress. Visit the site to address site specific issues that may arise. Anticipate up to 8 progress meetings and up to 8 site visits for the project.

Design Revisions

- This task includes effort for potential design or plan modifications associated with field revisions resulting from unforeseen issues, changes in field conditions, or adjacent development items. This task will only be used upon approval from the City representatives.

Construction Administration

- **Review Contractor's Submittals:** Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing a response to the Contractor.
- **Pay Requests:** Review and process the Contractor's payment requests, and forward to the Client for payment.
- **Project Modifications:** Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- **Document Interpretation and Clarification:** Provide interpretation and clarification of contract documents for the Client and General Contractor.
- **Site Visits:** Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- **Progress Meetings:** Attend progress meetings, job conferences, and other project-related meetings.
- **Substantial Completion:** Upon receipt of written notification from the Contractor of substantial completion of southbound lanes and northbound lanes, respectively, schedule walk throughs to identify items to be completed or corrected prior to accepting substantial completion.
- **Final Completion Walk Through:** In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- **Project Closeout:** Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment. This task will cover documentation upload to the project ProjectWise database.
- **Identify final construction costs eligible for NDOT reimbursement to the City.**

Construction Observation

- Olsson shall furnish a Responsible Project Representative (RPR) on a full-time and part-time basis, as required in observing performance of the work of Contractor during the construction period. It is assumed the project duration will full-time during the construction. Based on the contract and revised phasing, it is assumed 84 total working days of observation are required (Mar-May and July-Oct).
- Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.
- Review of Work, Notification of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, photo logs, observations in general, and specific observations in more detail as in the case of observing test procedures.

Construction Staking

- Establish Control: Maintain, verify and establish horizontal control (project stationing) up to two (2) trips.
- Right-of-Way Staking: Olsson shall perform one (1) set of right-of-way staking, anticipated to be primarily along Brentwood and Granville.
- Miscellaneous Staking: Olsson shall perform miscellaneous staking for the project entailing up to four (4) half day trips to the site.
- Any additional staking or the replacement of any damaged or destroyed stakes will be considered out of scope services, requiring approval from Client prior to restaking.

Special Inspections / Testing

- **Concrete Pavements** – Olsson will observe placement of concrete repairs in the roadway section, repairs to median and to sidewalk sections. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these repair panels. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 1 set per day concrete is placed. Olsson has estimated the following:
 - 25 Sets of 5 (4"x8") Compressive Strength Specimens for roadway repair panels (estimated 2 hrs/trip)
 - 25 Sets of 5 (4"x8") Compressive Strength Specimens for curb and gutter repair sections, median repair sections, sidewalks and curb ramps (estimated 2 hrs/trip)
- **Asphalt Pavements** – Olsson will perform coring of the pavement after placement of asphalt courses and perform laboratory density tests on each lift of the base and surface. Fifteen samples of the hot mix base and surface materials will be obtained for theoretical maximum density testing. Olsson has estimated the following:
 - 15 – Site visits for observation and sampling of asphalt materials for laboratory testing (estimated 3 hrs/trip)
 - 15 – Asphalt Gradations
 - 15 – Gyratory Compaction Tests

Testing Management/Reporting: Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a weekly basis to the designated field representative if requested. Field reports and test reports will be reviewed by our testing manager and transmitted to the Client, Engineer, and General Contractor via Olsson's Client Command Center.

COMPENSATION					
Phase	Task Description	Previous Fee Amount	Amendment #6 Fee Amount	Total	Fee Type
84th STREET PAVEMENT REHABILITATION CONSTRUCTION SERVICES					
	84th Street Pavement Rehabilitation PWST-19-004				
940	Construction Services Project Management	\$ -	\$ 13,000.00	\$ 13,000.00	TMNTE
	Design Revisions	\$ -	\$ 8,000.00	\$ 8,000.00	TMNTE
	On-Site Construction Administration	\$ -	\$ 13,750.00	\$ 13,750.00	TMNTE
	On-Site Construction Observation	\$ -	\$ 62,700.00	\$ 62,700.00	TMNTE
	Construction Staking	\$ -	\$ 5,400.00	\$ 5,400.00	TMNTE
	SWPPP Inspections - Not Applicable	\$ -	\$ -	\$ -	TMNTE
	Special Inspections / Testing	\$ -	\$ 23,250.00	\$ 23,250.00	TMNTE
	Sub-Total	\$ -	\$ 126,100.00	\$ 126,100.00	
	Amendment #6 Total		\$ 126,100.00		

Original Contract Total	\$ 438,000.00
Amendment #1 Total	\$ 183,000.00
Amendment #2 Total	\$ 52,300.00
Amendment #3 Total	\$ 126,075.00
Amendment #4 Total	\$ 53,751.50
Amendment #5 Total	\$ 137,100.00
Amendment #6 Total	\$ 126,100.00
Total Contract	\$ 1,116,326.50

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Items not specifically included in the Scope of Services above.

Revisions due to errors or omissions by Olsson and correcting the plans accordingly will be at no cost to the City.

Anticipated Schedule

To maintain the project schedule, the items described above have either already taken place, or are anticipated to occur following the amendment approval.

Anticipated 84th Street Pavement Rehab NTP - 03/26/2019
 Anticipated Project Completion - 10/11/2019

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

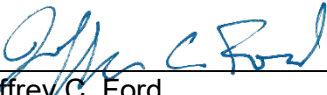
Olsson's Scope of Services for Amendment #6 will be provided on a time and expense basis not to exceed \$126,100.

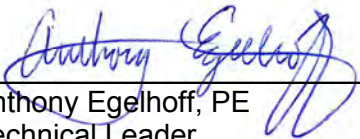
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Jeffrey C. Ford
Senior Director of Technical Support

By 
Anthony Egelhoff, PE
Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF LA VISTA, NE

By _____
Signature

Printed Name _____

Title _____

Dated

F:\2016\0501-1000\016-0546\20-Management\Contracts\Amendments\B16-0546 Public Improvements - 84th Street Connections\Amend #6\19-04-03 _RDBR_B16-0546 Amendment 6.docx

OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	109 - 381
Project Manager.....	103 - 189
Project Professional.....	94 - 168
Assistant Professional.....	47 - 143
Designer.....	84 - 178
CAD Operator.....	32 - 116
Survey.....	43 - 171
Construction Services.....	40 - 189
Administrative/Clerical.....	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey, Field Operations (Special Inspection, Construction Observation, Geotechnical), Non-Destructive Testing, Drilling, etc.) and they will provide their Special Services Labor Rate Schedule for you to include with your Agreement.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION - THE NATIONAL COMMUNITY SURVEY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TOMMY PROUHET ASST. TO THE CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to authorize The National Research Center of Boulder, Colorado to administer the National Community Survey (NCS) and provide subsequent analysis and reports in an amount not to exceed \$17,825.

FISCAL IMPACT

The FY19 budget provides funding for this survey.

RECOMMENDATION

Approval.

BACKGROUND

Integral to the City's Strategic Planning process, the National Community Survey (*formerly the National Citizen Survey*) allows City leaders to assess the satisfaction of residents as it relates to core municipal services. The collected data will inform decisions of programming, budgeting and capital allocation, and community engagement.

Previously, the City conducted NCS surveys in 2008, 2013, and 2016. Ideally, the survey will be conducted on a regular basis prior to a Strategic Plan update process. Because it is anticipated that the mayor and Council will begin working on the next update in early 2020, it is recommended that the survey be conducted in August/September 2019.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH THE NATIONAL RESEARCH CENTER, BOULDER, COLORADO TO ADMINISTER, ANALYZE AND REPORT THE RESULTS FROM THE NATIONAL COMMUNITY SURVEY IN AN AMOUNT NOT TO EXCEED \$17,825.00.

WHEREAS, the Mayor and City Council have determined that the National Community Survey is integral to the City's strategic planning process; and

WHEREAS, the FY19 Budget includes funding for this service; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize The National Research Center, Boulder, CO, to administer, analyze and report results from the National Community Survey in an amount not to exceed \$17,825.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
AGREEMENT - SPORTS FACILITY USE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with Triple Crown Sports Inc. (TCS) of Fort Collins, CO for the usage of City Sports Facilities in La Vista for five years as identified in the Triple Crown Sports Facility Use Agreement.

FISCAL IMPACT

Triple Crown Sports Inc. (TSC) agrees to pay the City of La Vista as identified in the Triple Crown Sports Facility Use Agreement under Item C.

RECOMMENDATION

Approval.

BACKGROUND

Triple Crown Sports has been renting the City of La Vista Fields for the last several years to conduct a youth baseball tournament. This will be the 3rd five (5) year agreement with Triple Crown Sports Inc. (TCS) of Fort Collins, CO for the usage of City Sports Facilities in La Vista.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS, CO, TO ALLOW USE OF THE CITY SPORTS FACILITIES FOR A YOUTH BASEBALL TOURNAMENT AND SLUMPBUSTER EVENT .

WHEREAS, the City has determined that it is desirable to continue a long term agreement with Triple Crown Sports Inc.; and

WHEREAS, Triple Crown Sports have has had an agreement with the City for use of the Sports facilities for the last five years; and

WHEREAS, this agreement will insure the return of this event to the City of La Vista in the future;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign an agreement with Triple Crown Sports, Inc., Fort Collins, CO, to allow use of the City sports facilities for a youth baseball tournament and SlumpBuster event for the next five years.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



TRIPLE CROWN SPORTS FACILITY USE AGREEMENT

THIS AGREEMENT BETWEEN TRIPLE CROWN SPORTS INC. (TCS) OF FT. COLLINS, CO AND THE CITY OF LA VISTA IS ENTERED INTO ON _____ FOR THE PURPOSE OF PROVIDING A QUALITY BASEBALL TOURNAMENT IN LA VISTA, NE FOR FIVE YEARS. THE AGREEMENT WILL BEGIN IN 2020 AND THE LAST YEAR WILL BE 2024. EXACT DATES OF FIELD USAGE WILL ROTATE ANNUALLY WITH THE NCAA® COLLEGE WORLD SERIES (CWS). FACILITY USAGE NORMALLY TOTALS 16 DAYS, INCLUDING THREE DAYS BEFORE THE CWS AND THREE DAYS AFTER THE CWS.

THIS AGREEMENT IS HEREBY EFFECTIVE FOR A TERM COMMENCING ON THE DATE SIGNED AND WILL EXPIRE ONCE THE FOLLOWING STIPULATIONS HAVE BEEN SATISFIED BY BOTH PARTIES.

TERMS OF AGREEMENT

A. THE CITY OF LA VISTA AGREES TO:

1. PROVIDE TRIPLE CROWN SPORTS THE EXCLUSIVE USE OF THE FOLLOWING FACILITIES ON THE DATES LISTED ABOVE AND IN SECTION A2: FROM 8:00 AM– 4:00 PM

- LA VISTA SPORTS COMPLEX (BASEBALL AND SOFTBALL FIELDS ONLY)
- CITY PARK FIELDS

2. THE TOURNAMENT DATES LISTED ABOVE ARE FIRM AND NOT TO BE CHANGED BY EITHER PARTY WITHOUT WRITTEN CONSENT BY BOTH PARTIES. FUTURE DATES OF FIELD USAGE ARE ESTIMATED FOR JUNE 10-25, 2020, JUNE 16- JULY 1, 2021, JUNE 15-30, 2022, JUNE 14–29, 2023 AND JUNE 12-27, 2024. THESE DATES ARE SUBJECT TO CHANGE AND ARE NOT FIRM UNTIL THE CWS SCHEDULE IS OFFICIALLY ANNOUNCED.

3. DRAG AND LINE FIELDS IN PREPARATION FOR THE FIRST GAMES ON EACH DAY OF THE TOURNAMENT. ADDITIONAL DRAGS MUST BE SCHEDULED AND WILL BE CHARGED THE GOING RATE.

4. PROVIDE THE TRIPLE CROWN TOURNAMENT DIRECTOR WITH A KEY TO STORE-ROOM WHERE BASES, ETC. ARE KEPT **OR** HAVE SOMEONE AT THE SITE WITH THIS KEY IN CASE OF EMERGENCY.

5. ALLOW GAMES TO START AS EARLY AS 8 AM AND LAST UNTIL 4 PM EACH DAY OF THE TOURNAMENT.

EXCEPTIONS:

- IF THERE ARE MULTIPLE DAYS OF BAD WEATHER, TRIPLE CROWN MAY REQUEST FIELD USAGE PAST 4 PM. FACILITY RETAINS RIGHT TO REFUSE USAGE AFTER 4 PM. TCS WILL NEVER INITIALLY SCHEDULE GAMES TO FINISH LATER THAN 4 PM.

6. PROVIDE A SPACE IN THE PARKS FOR A NOVELTY STAND.
7. ALLOW TRIPLE CROWN TO DISPLAY BANNERS IN A PROFESSIONAL MANNER AT THE FACILITIES.
8. ASSIST TRIPLE CROWN IN SECURING TEAMS FOR TOURNAMENT THROUGH NEWS RELEASES AND ANY OTHER TYPES OF PROMOTION THAT THE ORGANIZATION CAN PROVIDE (WORD OF MOUTH).
9. PROVIDE THE NAMES AND PHONE NUMBERS OF LOCAL UMPIRE ASSOCIATION CONTACTS USED BY THE FACILITY.
10. FACILITY MAY OPERATE CONCESSION STAND AND RETAIN ALL PROFITS.
11. CITY OF LA VISTA WILL COLLECT 10% OF GROSS GATE/ADMISSION FEES IF CHARGED.
12. TRIPLE CROWN TOURNAMENTS MAY BE PLAYED IN ADVERSE WEATHER OR MUDDY CONDITIONS (EXCLUDING LIGHTNING). HOWEVER, THE FINAL DECISION ON THE PLAYABILITY OF THE FIELDS WILL BE LEFT TO THE FACILITY SUPERVISOR.

B. TRIPLE CROWN BASEBALL AGREES TO:

1. PROVIDE A TOURNAMENT DIRECTOR AND ALL EVENT STAFF.
2. PRODUCE ALL BRACKETING FOR THE TOURNAMENT AND HANDLE DISTRIBUTION OF BRACKETS AT THE TOURNAMENT.
3. BRACKETS WILL BE FAXED OR EMAILED TO THE CITY OF LA VISTA NO LATER THAN TWO WEEKS PRIOR TO THE EVENT.
4. PAY FOR ALL UMPIRES USED DURING THE TOURNAMENT.
5. SUPPLY ALL AWARDS.
6. PUBLISH THE TRIPLE CROWN PRE-TOURNAMENT REGISTRATION FORM AND DISTRIBUTE WITHIN THE DRAWING AREA FOR THE TOURNAMENT.
7. FURNISH COPY OF LIABILITY INSURANCE. **(CERTIFICATE REQUEST FORM MUST BE COMPLETED IF ADDITIONAL INSURED ARE TO BE LISTED FOR THIS EVENT)**
8. MAINTAIN MONTHLY CONTACT TO REPORT ON PROGRESS OF TEAM ENTRIES AND TO FINALIZE ALL DETAILS.
9. USE TELEMARKETING, NEWSPAPERS, INTERNET, RADIO AND DIRECT MAILINGS TO ACTIVELY PROMOTE THIS TOURNAMENT.
ANY MENTION OF LA VISTA IN PROMOTIONAL INFORMATION MUST BE APPROVED BY CITY OF LA VISTA PRIOR TO RELEASING.

C. TRIPLE CROWN SPORTS AGREES TO PAY THE FOLLOWING OVER THE FIVE YEAR CONTRACT:

- TRIPLE CROWN WILL PAY ALL FIELD COSTS ASSOCIATED TO USE THE FACILITY. THIS INCLUDES, BUT IS NOT LIMITED TO: FIELD RENTAL, LIGHT USAGE, SURFACE MATERIALS DUE TO RAIN (DIAMOND DRY, RAPID DRY, ETC.), FESTIVAL COSTS, ADDITIONAL DRAGS, PERMITS AND 10% OF GROSS IF GATE/ADMISSION FEE IS COLLECTED.

D. TERMINATION:

- THIS AGREEMENT IS BINDING ONCE SIGNED BY BOTH PARTIES. HOWEVER, IF A PARTY BREACHES THIS AGREEMENT, THE NONBREACHING PARTY MAY TERMINATE THIS AGREEMENT UPON (30) DAYS ADVANCE WRITTEN NOTICE. FURTHER, EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AND FOR ANY REASON UPON PROVIDING WRITTEN NOTICE AT LEAST 270 DAYS BEFORE THE EFFECTIVE DATE OF SAID TERMINATION.

E. OTHER:

- DUE TO THE NATURE OF THE LONG-TERM AGREEMENT, THERE COULD BE CHANGES DESIRED BY EITHER PARTY. BOTH PARTIES UNDERSTAND THIS AND WILL REMAIN OPEN TO POTENTIAL MODIFICATIONS. THESE MODIFICATIONS NEED TO BE MUTUALLY AGREED UPON AND IN WRITING.

SIGNATURE PAGE

(City of La Vista Representative Print Name) _____
(Date)

(Signature)

(Address)

(City, State, Zip)

(Work Phone)

(Cell Phone)

(Email Address)

(Triple Crown Representative Print Name) _____
(Date)

(Signature)

TRIPLE CROWN SPORTS
3930 AUTOMATION WAY
FORT COLLINS, CO 80525
970-223-6644

Triple Crown Sports of Fort Collins, CO produces the largest youth baseball tournament in the USA. The SlumpBuster® coincides with the NCAA® College World Series. The SlumpBuster was rated by Baseball Youth Magazine as one of the top 25 youth baseball tournaments in the United States.



2018 SlumpBuster® & Omaha NIT Event Facts:

- This event is more than a tournament, it's an **experience**. Special events include: bonfire, pin trading, inflatables, skills competitions, Pro Player Workouts, vendor row, and other entertainment.
- 550+ baseball teams from 42 States
 - 490 teams from outside a 100-mile radius
- 19,110 outside visitors to region (39 people per team)
 - 14,985 fans and parents (27/team)
 - 6,660 Participants (12/team)
- 19,930.05 Room nights utilized at 53 area hotels (39.86 rooms per team)
 - Required stay-to-play lodging policy for all out of town teams
- Tournament Quick Facts:
 - 62 baseball fields used in 6 area cities (Omaha, La Vista, Council Bluffs, Carter Lake, Ashland)
 - 1,400 + games scheduled (2018)
 - 150 Event Staff: 120+ umpires
 - 4 Sessions make up the 16-day event (June 13-June 28, 2018)
 - 2-full-time staff to set up the event
- **Single largest purchaser of CWS General Admission (GA) tickets.**
 - 15,000+ GA tickets purchased directly from CWS of Omaha Inc. in 2018.
- Work successfully with: Omaha CVB, Omaha Parks and Rec., CWS of Omaha, Council Bluffs CVB, Council Bluffs Parks and Rec., Council Bluffs Police Department, City of La Vista, La Vista Parks and Rec., Sarpy County Tourism, Werner Park, Iowa Western Community College, City of Syracuse, City of Ft. Calhoun, Metro Umpires, PSOA Umpires, Carter Lake Parks and Rec., West Omaha Baseball Foundation, Iowa West Youth Foundation, Play Ball Foundation, 53 area hotels and 19 event partners/sponsors.
- The SlumpBuster has long-term contracts in place with the City of Omaha Parks and Rec., Council Bluffs Parks and Rec, La Vista Parks and Rec, and other area private facility partners of 3 to 5 years.
- Triple Crown is a reputable, national brand for amateur sporting events dating back to its inception in 1987.

SlumpBuster History:

Year	Teams	States
93-02	1,347	28
2003	150	12
2004	200	13
2005	259	21
2006	424	31
2007	443	36
2008	462	37
2009	495	36
2010	484	39
2011	525	39
2012	505	35
2013	421	32
2014	495	35
2015	525	37
2016	576	41
2017	509	37
2018	555	42

For more information please contact Triple Crown Sports.

Brandon Hardy
SlumpBuster Event Director
970-672-0568 Direct
brandon@triplecrownsports.com

Jason McCoy
SlumpBuster Event Coordinator
970-672-0525
jason@triplecrownsports.com



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
FIBER OPTIC SERVICE AGREEMENT 84 TH STREET REDEVELOPMENT AREA PARKING DIST. NO. 2-STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement between the City of La Vista and Unite Private Networks, LLC to provide two strands of dark fiber to Parking Structure No. 1 in La Vista City Centre to allow connection of communication and data facilities in the parking structure to the City's network.

FISCAL IMPACT

The monthly charge for this service will be part of the operating expense of the parking structure and will be part of the budget established for Offstreet Parking District No. 2

RECOMMENDATION

Approval

BACKGROUND

The City entered into an agreement with Unite Private Networks in 2013 to provide dark fiber connections to seven City facilities. The agreement did not require payment for initial installation costs, but required a long term commitment for 30 years with monthly costs of \$550 per facility for the first 15 years and \$275 per month per facility for the last 15 years. This agreement continues that pricing agreement with the additional monthly cost for Parking Structure No. 1 decreasing at the same time as the initial seven facilities in 2029.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF A LEASE AGREEMENT FOR THE INSTALLATION OF TWO (2) STRANDS OF DARK FIBER TO BE INSTALLED TO CITY CENTRE PARKING STRUCTURE NO. 1 BY UNITE PRIVATE NETWORKS, LLC.

WHEREAS, the Mayor and Council have determined good technology communication between city facilities now and into the future is necessary, and

WHEREAS, the City entered into a lease agreement with Unite Private Networks, LLC in 2013 to provide dark fiber connections to seven City facilities, and this current agreement continues that pricing agreement; and

WHEREAS, the monthly charge for this service will be part of the operating budget established for Offstreet Parking District No. 2;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the execution of a lease agreement for the installation of two (2) strands of dark fiber to be installed to City Centre Parking Structure No. 1 by Unite Private Networks, LLC subject to review and any modifications the City Administrator determines necessary or appropriate in consultation with the City Attorney.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Service Order

Dark Services - (19-21808)

Contact Information				
Unite Private Networks, LLC ("UPN") COMPANY CONTACT: Trudy Harris PHONE: (816) 336-2463 EMAIL: trudy.harris@upnfiber.com PAYMENT ADDRESS: Unite Private Networks, LLC 7200 NW 86 th Street, Suite M Kansas City, MO 64153			City of La Vista ("Customer") COMPANY CONTACT: Jeff Siebels PHONE: (402) 331-8927 EMAIL: jsiebels@cityoflavista.org BILLING ADDRESS: City of La Vista 8116 Park View Boulevard La Vista, NE 68128	
Billing Information and Service Commitment Period				
Order Type: UPN Service Order ID: Customer ID: Service Type/s: Service Term Length (beginning on date of installation): Service Order Monthly Recurring Charge: Service Order Non-Recurring Charge: Service Other Charges:			New 19-21808 Cit1404 Dark Fiber (DF) Approximately 294 months (see <i>Service Order Term</i> section below) \$550 (see <i>Monthly Recurring Charge</i> section below) \$0 \$0	
Circuit 1				
Location A Site Name: La Vista Community Center Address: 8116 Park View Boulevard La Vista, NE 68128 Site Contact: Sheila Lindberg Point of Demarcation:			Location Z Site Name: Parking District No. 2 – Structure 1 Address: (41.18359, -96.04278) La Vista, NE 68128 Site Contact: Jeff Siebels Point of Demarcation:	
Phone: (402) 331-4343 UPN Demarc			Phone: (402) 331-8927 MPOE	
Service and Pricing Schedule				
Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: Two (2) strands DF	Approx. 294 months	\$550	\$0
Total =			\$550	\$0
Comments: This Service Order is related to Service Order for Dark Services (SF 13-4336) executed by and between Customer and UPN on June 25, 2013 (the "Agreement"). Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided to Customer in this Service Order ("Customer Fibers") will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above.				
Monthly Recurring Charge: Customer shall be responsible for the \$550 monthly recurring charge listed above until January 31, 2029. Beginning on February 1, 2029 and continuing for the duration of the Service Order Term, Customer's monthly recurring charge under this Service Order shall be \$275.				
Service Order Term: The term of the Agreement is set to expire on January 31, 2044. The term of this Service Order shall commence on the Installation Date, be coterminous with the Agreement, and continue in effect until January 31, 2044 ("Initial Service Order Term"). Thereafter, this Service Order shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable.				
Minimum Point of Entry and Additional Charges: Customer will meet UPN at the Minimum Point of Entry ("MPOE") unless otherwise noted above. The MPOE is the closest practical point to where the cable enters the building. In the event Customer desires the installation to occur somewhere other than the MPOE, Customer understands that there will be additional costs.				
Installation Date: Anticipated installation date shall occur approximately thirty to ninety (30-90) days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, third-party fiber, and rights of way to complete the project; and (2) the full execution of this Service Order (the "Installation Date").				

This Service Order for Dark Services includes and incorporates by reference the Additional Terms and Conditions Applying to Service Orders attached hereto (the "Agreement"). Customer and UPN agree to be bound by the Agreement. From time to time, additional Service Orders for Dark Services may be entered into between UPN and Customer which shall incorporate the terms and conditions of the Agreement.

Unite Private Networks, LLC:

City of La Vista:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Service Order

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Standard Terms and Conditions Applying to Service Orders

1. **Ordering and Conveyance.** In the event Customer desires to order dark fiber services from UPN, Customer and UPN shall execute a service order ("**Service Order**") in a manner set forth in Section 3 below. Upon the full execution and acceptance of a Service Order, UPN grants and conveys to Customer a lease to use the specific strands of dark fiber ("**Customer Fibers**") designated by UPN within the Service Order. All Service Orders entered into between Customer and UPN shall incorporate and be governed by these Additional Terms and Conditions Applying to Service Orders (hereinafter referred to as the "**Agreement**"). UPN does not convey or grant legal title to any real or personal property, including the Customer Fibers, the related cable, or any other equipment or related UPN network facilities. UPN shall not provide or be responsible for attaining on behalf of Customer any equipment used to transmit capacity over or "light" fibers. Customer's use of Customer Fibers shall be limited to Customer. Customer may not assign, lease, or allow any other party the right to use the fibers, the cable, or the system without UPN's express written consent. Such restriction includes, but is not limited to, the ability to resell the Customer Fibers as a "Dark Fiber" service. Any other use by Customer shall be grounds for immediate termination by UPN for cause.
2. **Acceptance.** UPN shall issue a Service Commencement Letter (as "**Service Commencement Letter**" is hereinafter defined) to Customer promptly upon completing the installation and testing of the Customer Fibers. Customer shall either accept or reject the Customer Fibers within five (5) days of UPN issuing the associated Service Commencement Letter. If Customer rejects the Customer Fibers, Customer shall provide a written description reasonably detailing failure of the Customer Fibers. UPN shall then re-test the Customer Fibers and issue another Service Commencement Letter. This process shall continue until the Customer Fibers meet the standards set forth in Section 31 of this Agreement. For clarity, Customer shall be deemed to have provided its "**Acceptance**" of the Customer Fibers in the event that (i) Customer provides written acknowledgement within the designated five (5) day period that the Customer Fibers are in material compliance with this Agreement and it accepts the Customer Fibers or (ii) Customer fails to accept or properly reject the Customer Fibers within the designated five (5) day period. A "**Service Commencement Letter**" means the written communication sent from UPN to Customer to the physical address or email address listed in Section 24, or as otherwise provided by Customer, informing Customer that the Customer Fibers have been installed and are available for Customer's use.
3. **Dark Fiber Service Orders.** Each Service Order entered into between Customer and UPN shall, at a minimum, identify the (i) route(s) and associated end point locations; (ii) Point(s) of Demarcation (as "**Point(s) of Demarcation**" is defined in Section 6); (iii) number of Customer Fibers to be leased to Customer; (iv) Service Order term; (v) monthly recurring charges; (vi) non-recurring charges; (vii) Customer and UPN contact information; and (viii) anticipated installation timeframe. Subject to this Agreement, UPN's obligation to lease Customer Fibers to Customer and Customer's obligation to lease Customer Fibers from UPN shall only arise upon a validly executed Service Order signed by both parties.
4. **Pricing.** Monthly recurring charges ("**MRC**"), non-recurring charges ("**NRC**"), and other charges for the Customer Fibers shall be set forth in each Service Order.
5. **Payment.** Subject to Section 20, Customer shall pay all undisputed charges pursuant to Section 4 by check or wire transfer of immediately available funds to the account designated by UPN, unless otherwise agreed to by the parties. All undisputed charges shall be paid by Customer within thirty (30) calendar days following receipt of an invoice from UPN but no earlier than thirty (30) days after the full execution of the applicable Service Order. UPN may also choose to invoice the NRC at the same time it charges Customer for its first MRC. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. All MRCs shall be invoiced in advance on the first day of each month. If the Service Order Term commences on a day other than the first day of the month, Customer shall be invoiced on the first day of the following month and the first invoice shall include the pro-rated amount of the prior month's MRC in addition to the current month's MRC. By way of example only, if Customer's service begins on September 20, Customer will receive its first invoice on October 1 and this invoice will include a full month's MRC for October in addition to the pro-rated ten (10) days' MRC for September.
6. **Points of Demarcation and Building Access.** "**Point(s) of Demarcation**" means the physical point where UPN's obligation to bring and terminate the Customer Fibers ends. UPN shall only be responsible for construction of the Customer Fibers and maintenance activities on the Customer Fibers to the applicable Point of Demarcation. Unless otherwise specified on a Service Order, the Point of Demarcation shall be UPN's zero manhole within the public right-of-way. If Customer requests extension of the Point of Demarcation beyond the zero manhole in the public right-of-way, such extension shall be codified within the applicable Service Order and may carry an additional NRC. Where the Point of Demarcation extends to the premises where Customer is located, Customer acknowledges that it will assist UPN in procuring the necessary building entrance agreements and property rights ("**Access Rights**") for UPN to have access and permission to enter the locations noted on the applicable Service Order. Customer understands that any delay in receiving the Access Rights may cause a corresponding delay in the requested Installation Date listed on the Service Order. Customer shall be responsible for all costs (initial and on-going) incurred by UPN related to these Access Rights, including, but not limited to any charges or fees imposed on UPN by the applicable building owner or landlord. In the event Customer is unwilling or unable to pay for any additional charges or fees imposed by the building owner or landlord, UPN shall have the option to cancel this Service Order and Customer shall be responsible for payment of the Early Cancellation Fees pursuant to Section 15.
7. **Routine Maintenance.** During the term of this Agreement, UPN shall perform all routine and emergency maintenance for all Customer Fibers conveyed under a Service Order. UPN shall use its best efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact on the continuity or performance level of the Customer Fibers. Notwithstanding the preceding, UPN may perform maintenance at any time for purposes such as restoration of continuity to a severed or partially-severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Customer Fibers or UPN's network.
8. **Notice of Maintenance.** UPN shall provide Customer with telephone, facsimile, or written notice of all non-emergency planned network maintenance no later than three (3) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's traffic on the Customer Fibers. If UPN's planned activity is canceled or delayed, UPN shall promptly notify Customer and comply with this Section 8 to reschedule any delayed maintenance activity.
9. **Notice of Damage.** Customer shall promptly notify UPN of any matters pertaining to any damage or impending damage to or loss of the use of the Customer Fibers or UPN's network that are known to Customer and that could reasonably be expected to adversely affect the Customer Fibers or UPN's network. UPN shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the use of the Customer Fibers that are known to it and that could reasonably be expected to adversely affect the Customer Fibers.
10. **Notice to Attach Electronics and Equipment Interference.** Subject to UPN's consent, which shall not be unreasonably withheld, Customer may attach electronics to the Customer Fibers. Customer shall provide UPN no less than ten (10) days' written notice of its intent to attach electronics. Customer will notify UPN of the type of electronics, detailing optical wave, and bandwidth associated with such electronics. The ability of any Customer-provided electronics to interfere with UPN's network, UPN-related

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facilities, or other UPN third party customer fibers shall be grounds for withholding consent. Neither Customer nor UPN shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect UPN's network, the Customer Fibers, or the use of the UPN's network by other UPN third party customers or their respective fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to UPN's network, the Customer Fibers, or the use of UPN's network by other UPN third party customers. If Customer's equipment has an adverse effect on UPN's network, Customer must remove such equipment immediately and no later than eight (8) hours after receipt of notice, either written or verbal, from UPN.

11. Liens. UPN shall not cause or permit any of Customer's rights under this Service Order to become subject to any mechanic's, materialmen's, vendor's or any similar lien, or tax lien. Customer acknowledges that it has no title to and shall not in any way encumber the Customer Fibers, cable, or any property that is the subject of the applicable Service Order not owned by Customer.
12. Term.
 - (a) Agreement Term. The term of this Agreement shall commence on the full execution of the first Service Order between UPN and Customer and shall continue in effect for sixty (60) months ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") unless and until terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Term or Additional Term, as applicable. For clarity, the Term of this Agreement shall continue so long as there is an active and related Service Order in effect at the time.
 - (b) Service Order Term. The term of each Service Order shall commence on the Installation Date listed within each Service Order and shall, subject to Section 14 (Early Termination), Section 15 (Early Cancellation), and Section 19 ("Default and Cure"), expire after the period set forth in the applicable Service Order as the initial term (the "Service Order Initial Term"). Thereafter, the Service Order shall automatically renew for successive one (1) year periods (each such period, an "Additional Service Order Term" and, together with the Service Order Initial Term, the "Service Order Term") unless and until terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Service Order Initial Term or an Additional Service Order Term, as applicable. Notwithstanding the preceding, if a Service Order contains multiple circuits, Customer shall be invoiced for its first monthly recurring charge on the Installation Date of the first circuit. Each subsequent monthly recurring charge shall be pro-rated based on the number of circuits that have been installed until all circuits have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed in the Service Order and this total monthly recurring charge shall continue for the entire Service Order Term listed in the Service Order. For clarity, on a multi-circuit Service Order, the Service Order Term shall commence upon the installation of all circuits.
13. Porting. Upon UPN's prior written approval and at UPN's sole discretion, Customer shall have the option to port the Customer Fibers to a new location and UPN shall waive any applicable early termination charges so long as:
 - (i) the ported location is On-Net, meaning UPN will incur no construction or related costs to provide the dark fiber service to the ported location;
 - (ii) Customer and UPN enter into a replacement Service Order for a term equal to or greater than the term remaining on the Service Order being replaced;
 - (iii) The replacement Service Order contains the same or greater monthly recurring charges as the Service Order being replaced; and
 - (iv) Customer pays a non-recurring charge to cover any splicing or other costs related to the replacement Service Order, if applicable.

Any ported service shall be codified in an amendment, Service Order, or similar documentation signed by both parties.

14. Early Termination. In the event that, after Acceptance of a Service Order or a portion of the Customer Fibers, UPN terminates any Service Order for Customer Default (as "Customer Default" is defined in Section 19(a)) or Customer terminates any Service Order for any reason other than for UPN Default (as "UPN Default" is defined in Section 19(b)) through Customer's rights granted under Section 19(b), Customer shall pay an early termination fee to UPN which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRCs or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) of this section, (the "Early Termination Liability" or "ETL"). This ETL shall be due and payable within ten (10) days of the date of an invoice for the same. Customer acknowledges that the ETL set forth in this Section 14 is a reasonable estimate of damages to be suffered by UPN as a result of the termination of a Service Order, which amounts are impossible or extremely difficult to ascertain, and that the ETL is not intended as a penalty but as liquidated damages.
15. Early Cancellation. In the event that, subsequent to the execution of a Service Order but prior to Acceptance, UPN cancels or terminates a Service Order due to Customer Default, UPN cancels or terminates a Service Order for Customer's failure to attain Access Rights pursuant to Section 6, or Customer cancels or terminates the Service Order for any reason other than for UPN Default ("Early Cancellation"): (i) UPN may immediately stop work without further notice to Customer; (ii) such services shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (iii) Customer shall immediately reimburse UPN for any third-party termination charges incurred by UPN as a result of such Early Cancellation; (iv) Customer shall pay an amount equal to fifty percent (50%) of all remaining monthly recurring charges for the full term of the Service Order, which shall be immediately due and payable to UPN by Customer; and (v) UPN shall owe Customer no further duties, obligations, or consideration with regard to the terminated Service Order. Customer acknowledges that the Early Cancellation set forth in this Section 15 is a reasonable estimate of damages to be suffered by UPN as a result of the cancellation of a Service Order, which amounts are impossible or extremely difficult to ascertain, and that the Early Cancellation is not intended as a penalty but as liquidated damages.
16. Relocation Procedures. If UPN determines in its reasonable business judgment, or is required by a third party with legal authority to do so, to relocate all or any portion of the Customer Fibers or any of the facilities used to furnish the Customer Fibers to Customer, UPN shall provide Customer sixty (60) calendar days' prior written notice of any such relocation, if possible. UPN shall utilize commercially reasonable efforts, in coordination and cooperation with Customer, to accomplish the relocation. If the relocation of Customer Fibers is necessitated solely by UPN, UPN shall be responsible for the cost of such relocation. If the relocation of the Customer Fibers is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation of the Customer Fibers is necessitated by a third party with legal authority, Customer shall pay its Proportionate Share (as "Proportionate Share" is hereinafter defined) of the costs. "Proportionate Share" means the percentage determined by dividing the total number of the Customer Fibers in the applicable UPN cable by the total number of fibers in the UPN cable.
17. Condemnation and Eminent Domain. In the event that any portion of the Customer Fibers becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, UPN and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Customer Fibers that are subject to the condemnation or eminent domain proceeding.



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18. Termination for Lack of Rights. UPN may terminate any affected Service Order without liability to Customer if:

- (i) UPN's franchise authority is cancelled or terminated for the route(s) set forth in the Service Order;
- (ii) UPN is prohibited from furnishing the Customer Fibers by regulation, statute, court order, or ruling by the Federal Communications Commission, or any other federal, state or local governmental authority;
- (iii) Customer's lease or use of the Customer Fibers would cause a forfeiture of the rights of UPN to occupy the property where such Customer Fibers, or other UPN facilities, are located;
- (iv) Customer or its customer's equipment, or anyone acting on their behalf, interferes with the operational integrity of the UPN system; or
- (v) UPN's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited.

Upon occurrence of any of the foregoing, UPN shall have the right to terminate this Agreement upon sixty (60) days' notice without incurring liability to Customer; provided, however, that Customer shall be entitled to a prorated refund (based on the number of days remaining in the then-current Service Order Term or over the number of days in such Service Order Term) of prepaid rental charges, if applicable.

19. Default and Cure.

(a) Customer Default. Except as set forth in Section 20 below, Customer shall be in default ("Customer Default") under this Agreement and/or Service Order in the event of any of the following:

- (i) Customer fails to make a payment of any undisputed amount required under a Service Order and such failure continues for more than fifteen (15) days after Customer receives written notice of such failure from UPN; or
- (ii) Customer fails to comply with any material obligation, agreement, term, or provision of this Agreement or Service Order and such failure continues for more than thirty (30) days after receipt of written notice of such failure from UPN; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Customer is proceeding promptly and with due diligence in curing the default, the cure period shall be extended for a period of time, not to exceed ninety (90) days, as may be necessary; or
- (iii) Customer's use of a Service will violate any law or cause UPN to violate any law; or
- (iv) Customer fails to remedy any Customer equipment inference within the timeframes set forth in Section 10.
- (v) Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- (vi) Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

(b) UPN Default. UPN shall be in default ("UPN Default") under this Agreement in the event of any of the following:

- (i) UPN fails to comply with any material obligation, agreement, term, or provision of this Agreement or Service Order and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if UPN is proceeding promptly and with due diligence in curing the default, the cure period shall be extended for a period of time, not to exceed ninety (90) days, as may be necessary; or
- (ii) UPN becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- (iii) UPN becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

Any event of default may be waived at the non-defaulting party's option. Upon the failure of a party to cure a default after notice thereof from the other party and expiration of the above cure periods, the non-defaulting party may, subject to the terms of this Agreement, terminate the affected Service Order and/or pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, default by one party with respect to a Service Order shall not be deemed to be a default with respect to another Service Order.

20. Disputed Amounts. Notwithstanding any provision to the contrary in Section 19, if Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the due date and submit a written claim reasonably documenting all reasons for disputing the remaining amount. After UPN's receipt of such claim, the parties will undertake a good faith investigation of the disputed charges. At the conclusion of the investigation, any amount mutually agreed upon by the parties will become immediately due and payable by Customer. Unless a claim is submitted in this manner and received by UPN within thirty (30) days from the date the invoice is issued, Customer waives all rights to dispute such charges, unless otherwise provided by law.

21. Indemnification. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, representatives, members, partners, trustees, and affiliates (collectively, the "Indemnified Party") from and against all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against the Indemnified Party for (a) personal injury, including death; (b) damage to any personal or real property; (c) any unauthorized use of the facilities of the Indemnified Party; or (d) a violation of any United States intellectual property right including patents, copyrights, trademarks, or service marks, all of which must be established under United States law, arising directly or indirectly from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, officers, employees, contractors, representatives, or agents. Customer shall indemnify, defend, and hold harmless UPN, its directors, officers, employees, representatives, members, partners, trustees, and affiliates from and against all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) resulting from any claim, demand, suit, action, judgment, loss, or proceeding brought against UPN or its directors, officers, employees, representatives, trustees, and affiliates for any breach of UPN's Acceptable Use Policy ("AUP").

22. Limitation of Liability. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN SECTION 21 (INDEMNIFICATION), SECTIONS 39 TO 41 WITH RESPECT TO AN INTENTIONAL OR GROSSLY NEGLIGENT DISCLOSURE OF CONFIDENTIAL INFORMATION, OR CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY RELATED TO OR IN CONNECTION WITH THIS SERVICE ORDER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO UPN IN THE PRIOR SIX (6) MONTH PERIOD UNDER SERVICE ORDERS ENTERED INTO PURSUANT TO THIS AGREEMENT AND EFFECTIVE AS OF THE DATE THAT THE LIABILITY WAS INCURRED. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS,



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EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, SERVANTS, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN THE EVENT OF ANY CLAIM THAT MAY BE BROUGHT BY CUSTOMER, CUSTOMER COVENANTS TO SEEK SATISFACTION OF SUCH CLAIM AGAINST ONLY UPN AND NOT AGAINST ANY TRUSTEE OF UPN.

23. **Taxes and Governmental Fees.** In the event UPN is assessed taxes, charges, or fees (hereinafter "taxes") related to the construction, installation, and/or services being provided to Customer under a Service Order, UPN shall bill such taxes to Customer in the manner and for the amount required by law. These taxes shall include and are not limited to federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise, or other similar transfer taxes. UPN shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided UPN with a valid exemption certificate. For clarity, taxes shall not include taxes on UPN's income.
24. **Notice Addresses.** All notices and communications concerning this Agreement or applicable Service Order shall be in writing and addressed to the other party as follows:

If to Unite Private Networks:

7200 NW 86th Street, Suite M
Kansas City, MO 64153
Attn: Legal Department

If to Customer:

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

If Customer's notice address information is not listed within this Agreement, the notice address shall be the address listed in the applicable Service Order.

Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated above, or to such other address as either party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or facsimile confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.

25. **Access and Splicing.** Customer shall only have access to the Customer Fibers at the Location A and Location Z Points of Demarcation listed in the applicable Service Order. In order to maintain the integrity of UPN's cable and network, UPN, or a contractor operating under UPN's direction, shall perform all splicing required on the Customer Fibers. Standard splicing associated with the Services provided in each Service Order shall be accounted for within the MRC and/or NRC of the applicable Service Order. Any additional splicing not anticipated or not accounted for at the time an applicable Service Order is executed ("Additional Splicing") shall be performed by UPN and Customer shall be responsible for the actual cost of splicing which shall include, but not be limited to, all necessary hardware, permitting, engineering and installation labor, plus twenty-one percent (21%). If Customer desires future expansion at splice points other than at the Location A and Z Points of Demarcation listed in a Service Order, then Customer must request such future expansion from UPN. UPN will grant or deny such request in its sole discretion and complete any splicing and related Customer Fiber access work. Customer acknowledges that access rights to the Customer Fibers at any new splice points may carry additional MRC and/or other charges and shall be memorialized in a service order or other similar documentation signed by both parties.
26. **Force Majeure.** Neither party shall be in default under this Agreement or a Service Order with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, third party fiber cuts, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of the delayed party (each a "Force Majeure Event"). If any such Force Majeure Event occurs, the party delayed or unable to perform, upon giving prompt notice to the other party, shall be excused from such performance or non-performance, as the case may be, under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the affected party shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and both parties shall proceed immediately with the performance of their obligations under this Agreement or the impacted Service Order upon removal of the Force Majeure Event.
27. **Assignment.** Neither party may assign or otherwise transfer this Agreement and/or Service Orders or its rights or obligations under this Agreement and/or any associated Service Order without the prior written consent of the other party, said consent not to be unreasonably withheld, conditioned, or delayed. Any attempted assignment in contravention of this provision shall be null and void. However, either party may at any time, without consent but on written notice to the other party, assign this Agreement and/or Service Orders and all of its rights and obligations under this Agreement and/or Service Orders to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. This Agreement and/or Service Order shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. UPN shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, or grant a security interest in this Agreement, any related Service Order, or any of UPN's system in connection with any borrowing or financing activity of UPN. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
28. **Warranties Relating to Agreement Validity.** In addition to any other representations and warranties contained in this Agreement, UPN and Customer each represent and warrant to the other that (a) it has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations under this Agreement and all related Service Orders and (b) its execution of and performance under this Agreement and all related Service Orders shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.
29. **Agreement Fully Negotiated.** This Agreement and any related Service Order have been fully negotiated between and jointly drafted by UPN and Customer.



Service Order

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30. Order of Precedence. In the event of a conflict between the provisions of this Agreement and a Service Order, the provisions of the Service Order shall prevail.
31. Industry Standards. Except as otherwise set forth herein or in the applicable Service Order, construction, testing, acceptance, and maintenance practices shall be consistent with industry standards as determined by UPN in its sole discretion.
32. Limited Effect of Waiver. Any waiver or failure to enforce a provision of this Agreement or any Service Order shall not be construed as a general waiver or relinquishment of the provision.
33. Applicable Law. The domestic laws of Missouri, without reference to its choice of law principles, shall govern this Agreement and all Service Orders.
34. Severability. If any term or provision of this Agreement or associated Service Order is, to any extent, determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement and/or the applicable Service Order shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this Agreement and/or the applicable Service Order shall be valid and enforceable.
35. Integration. This Agreement constitutes the entire and final agreement and understanding between UPN and Customer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which have no further force or effect. This Agreement may be supplemented with additional provisions as listed or described within a Service Order.
36. Amendment. This Agreement and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of UPN and Customer. Any amendment specific to this Agreement shall be effective with respect to all existing and future Service Orders, unless otherwise provided by such amendment.
37. Counterparts. This Agreement and any Service Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
38. Facsimile Delivery. This Agreement and any Service Order may be duly executed and delivered by facsimile of the signature page of a counterpart to the other party. If delivery is made by facsimile, the executing party shall promptly deliver a complete executed counterpart to the other party.
39. Confidential Information. For the purposes hereof, "Confidential Information" shall include any and all information that either party holds as confidential or proprietary, including, without limitation, (i) all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works, and product development; (ii) all business information of or relating to either party, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, shareholders and information concerning funds and clients advised by either party, "know-how", data and material used or licensed by either party, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) employee or customer information of either party; (iv) either party's confidential information disclosed to the other by third parties; (v) rates, terms, or other information regarding this Agreement, and (vi) any information which a reasonable person would deem to be confidential. Neither party shall disclose any of the other party's Confidential Information to any third party, or use any of the other party's Confidential Information for any purpose other than the performance or receipt of services hereunder. Notwithstanding the foregoing, either party (the "Discloser") may disclose Confidential Information (a) to its attorneys, accountants, consultants, or professional advisors on a "need to know basis" provided that an agreement between the third party and the Discloser to hold such information confidential is first obtained, and (b) as required in connection with any litigation or arbitration matters arising out of this Service Order. In addition, neither party will use the other party's name or the name(s) of any of the other party's product(s) or service(s) publicly without that party's prior written consent. Each party's Confidential Information shall remain its property and shall be either returned to such party or destroyed promptly upon the termination of this Service Order or at such party's earlier request. If Confidential Information is destroyed, the destroying party must certify to the destruction. The recipient of Confidential Information (the "Recipient") shall not appropriate such Confidential Information for its benefit or the benefit of any third party.
40. Obligation to Disclose. The Recipient will promptly notify the Discloser if the Recipient receives a demand from a third party for Confidential Information and the Recipient shall not disclose the same to such third party without the prior written consent of the Discloser, except as otherwise permitted herein or required by law. If the Recipient believes that it is legally required to disclose any of the Discloser's Confidential Information, the Recipient will not disclose such Confidential Information until the Recipient has notified the Discloser and the Discloser shall be entitled to seek a protective order or other appropriate remedy. In the event that the Recipient is required by law to disclose any Confidential Information, the Recipient will furnish only the portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained in this Service Order.
41. Exclusions. Confidential Information shall not include information that is (i) proven to be previously known or in the possession of the Recipient at the time of receipt from the Discloser; (ii) publicly available or otherwise in the public domain by means other than unauthorized disclosure; (iii) proven to be independently developed by or on behalf of the Recipient without use of the Discloser's Confidential Information; (iv) rightfully obtained by the Recipient from a third party without restriction and without breach of a similar agreement; or (v) released by the Discloser to any third party without restrictions.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
MEMORANDUM OF UNDERSTANDING – DESIGN, OPERATIONS, AND MAINTENANCE OF THE 84 TH STREET ADAPTIVE SIGNAL CONTROL PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve the extended and modified Memorandum of Understanding (MOU) regarding the 84th Street Adaptive Signal Control Technology (ASCT) project in an amount not to exceed \$57,939 and authorize the Director of Public Works to execute the MOU.

FISCAL IMPACT

The FY19/20 Biennial Budget includes funding for this project. Future year operations budgets will reflect the ongoing operations costs of the ASCT system.

RECOMMENDATION

Approval

BACKGROUND

The City of Omaha is the lead agent of the project which will deploy an ASCT system to coordinate traffic signals on the 84th Street corridor from West Center Road in Omaha to Lincoln Road in Papillion. The project secured Highway Safety Improvement Program (HSIP) funding, to which HSIP covers 90% of the project costs, and each local and state agency covers their portion of the remaining 10% of the project costs.

The April 28, 2016 version of the MOU contained the anticipated cost share for each agency, both in project costs and annual operations costs of the ASCT system. The project has been awarded to Commonwealth Electric Company as the contractor, and Olsson has been retained for construction engineering services. The total project cost is currently \$3,895,774 (including a 5% contingency) which is 16.6% lower than the anticipated cost in the April 28, 2016 MOU of \$4,672,590. City of La Vista project cost share is currently anticipated not to exceed \$57,939 down from \$67,645.

The updated MOU, dated March 29, 2019, was revised to include updated construction and engineering costs and was modified to shift a portion of the operations costs, anticipated to be \$2,000 per year, from the Nebraska Department of Transportation (NDOT) to each applicable municipality as NDOT works to complete relinquishment of the N-85 corridor.

The MOU is effective through December 31, 2021, at which time the MOU may be further extended and/or modified.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LA VISTA, APPROVING AN EXTENDED AND MODIFIED MEMORANDUM OF UNDERSTANDING FOR 84TH STREET ADAPTIVE SIGNAL CONTROL TECHNOLOGY PROJECT FROM WEST CENTER ROAD IN OMAHA TO LINCOLN ROAD IN PAPILLION FOR AN ESTIMATED LOCAL COST NOT TO EXCEED \$57,939.00.

WHEREAS, the Mayor and City Council, have determined that an extension and modification of the April 28, 2016 Adaptive Signal Control Technology System Memorandum of Understanding is necessary; and

WHEREAS, the project secured Highway Safety Improvement Program funding for 90% of project costs; and

WHEREAS, the cost share for participating agencies, including the Cities of Omaha, Papillion, Ralston and La Vista, and the Nebraska Department of Transportation, have been updated to reflect NDOT's anticipated relinquishment of the N-85 corridor; and

WHEREAS, the participating agencies will retain ownership and maintenance responsibilities; 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 do hereby approve an extended and modified Memorandum of Understanding with the City of Omaha for the 84th Street Adaptive Signal Control Technology Project on 84th Street from West Center Road in Omaha to Lincoln Road in Papillion for an estimated local cost not to exceed \$57,939.00 and authorize the Director of Public Works to execute the agreement.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Memorandum of Understanding (MOU)

Design, Operations, and Maintenance of the Adaptive Signal Control Technology System (ASCT)

From 84th Street and West Center Road (Omaha) to Washington Street and Lincoln Street (Papillion)

March 29, 2019

I. PROJECT OVERVIEW

In 2011, the Metropolitan Area Planning Agency (MAPA) commissioned a project to coordinate traffic signals along 84th Street from West Center Road in Omaha to Lincoln Road in Papillion. One of the recommendations as a result of that project was to install an adaptive signal control technology (ASCT) system along the corridor. Since that time, the City of Omaha has completed a traffic signal system master plan, and MAPA has completed preliminary systems engineering for ASCT along the corridor. As part of stakeholder meetings held in 2015, the City of Omaha is leading the project and has secured Highway Safety Improvement Program (HSIP) funds for the capital improvements. Other participating agencies include the Nebraska Department of Transportation (NDOT), City of Ralston, City of La Vista, and City of Papillion. Table 1 summarizes the signals along the corridor, the jurisdiction in which it is located, the existing owning agency, and the existing operating/maintaining agency. However, NDOT is also expected to relinquish the N-85 designation along this corridor in 2019. When a segment is relinquished, NDOT ceases to have ownership or jurisdiction over the affected traffic signals in this segment. The two right columns in the table describe the agencies that will own, operate and maintain the signals after relinquishment of the highway has occurred.

Table 1 – Signals in the 84th Street ASCT Corridor

Traffic Signal	Jurisdiction	Existing		After N-85 Relinquishment	
		Owner	Operations & Maintenance	Owner	Operations & Maintenance
84th St & West Center Rd	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & Hascall St	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & Grover St	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & Papillion Pkwy	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & I-80 WB Ramp	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & I-80 EB Ramp	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & F St	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & L St (US-275/N-92)	Omaha	Omaha	Omaha	Omaha	Omaha
84th St & Lakeview St	Omaha/Ralston	Omaha	Omaha	Omaha	Omaha
84th St & Q St	Omaha/Ralston	Omaha	Omaha	Omaha	Omaha
84th St & Park Dr	Ralston	NDOT/Ralston	NDOT	Ralston	Ralston
84th St & Madison St	Ralston	NDOT/Ralston	NDOT	Ralston	Ralston
84th St & Harrison St	Ralston/La Vista	NDOT/Ralston/La Vista	Omaha*	Ralston/La Vista	Omaha*
83rd St & Harrison St	Ralston/La Vista	Ralston/La Vista	Omaha*	Ralston/La Vista	Omaha*
84th St & Park View Boulevard	La Vista	NDOT/La Vista	NDOT	La Vista	La Vista
84th St & City Centre Dr	La Vista	NDOT/La Vista	NDOT	La Vista	La Vista
84th St & Brentwood Dr	La Vista	NDOT/La Vista	NDOT	La Vista	La Vista
Granville Pkwy & Brentwood Dr	La Vista	La Vista	La Vista	La Vista	La Vista
84th St & Giles Rd	La Vista/Papillion	NDOT/La Vista/Papillion	NDOT	La Vista/Papillion	La Vista/Papillion
85th St & Giles Rd	La Vista/Papillion	La Vista/Papillion	La Vista/Papillion	La Vista/Papillion	La Vista/Papillion
Washington St & Cary St	Papillion	NDOT/Papillion	NDOT	Papillion	Papillion
Washington St & Centennial Rd	Papillion	NDOT/Papillion	NDOT	Papillion	Papillion
Washington St & Hogan Dr	Papillion	NDOT/Papillion	NDOT	Papillion	Papillion
Washington St & 6th St	Papillion	NDOT/Papillion	NDOT	Papillion	Papillion
Washington St & 1st St	Papillion	NDOT/Papillion	NDOT	Papillion	Papillion
Washington St & Lincoln St	Papillion	NDOT/Papillion	NDOT	Papillion	Papillion

*City of Omaha assumes O&M responsibilities per Harrison Street agreement

Highlighted cells indicate a change from existing

Based on past stakeholder discussions, the City of Omaha will lead the design and assume full operational responsibilities of the ASCT system for the traffic signals along this entire project corridor. However, existing agencies will retain ownership and maintenance responsibilities. The purpose of this MOU is to describe activities for which each participating agency is responsible, as well as cost sharing for capital, operations, and maintenance activities.

II. COST-SHARING OF CAPTIAL IMPROVEMENTS

Costs of ASCT capital improvements will be shared among participating agencies as summarized in Table 2.

Table 2 – Breakdown of ASCT Capital Costs among Participating Agencies

Traffic Signal	Sharing of ASCT Capital Costs				
	Omaha	NDOT	Ralston	LaVista	Papillion
84th St & West Center Rd	100%				
84th St & Hascall St	100%				
84th St & Grover St	100%				
84th St & Papillion Pkwy	100%				
84th St & I-80 WB Ramp	100%				
84th St & I-80 EB Ramp	100%				
84th St & F St	100%				
84th St & L St (US-275/N-92)	100%				
84th St & Lakeview St	75%		25%		
84th St & Q St	75%		25%		
84th St & Park Dr		50%	50%		
84th St & Madison St		50%	50%		
84th St & Harrison St		50%	25%	25%	
83rd St & Harrison St			50%	50%	
84th St & Park View Boulevard		50%		50%	
84th St & City Centre Dr		50%		50%	
84th St & Brentwood Dr		50%		50%	
Granville Pkwy & Brentwood Dr				100%	
84th St & Giles Rd		50%		25%	25%
85th St & Giles Rd				50%	50%
Washington St & Cary St		50%			50%
Washington St & Centennial Rd		50%			50%
Washington St & Hogan Dr		50%			50%
Washington St & 6th St		50%			50%
Washington St & 1st St		50%			50%
Washington St & Lincoln St		50%			50%

III. ASCT CAPITAL IMPROVEMENTS

The following components are eligible for HSIP funding, therefore, will be considered capital improvements as part of the ASCT project:

- A. Design Services – Engineering and development of construction plans by Felsburg, Holt, and Ullevig. This cost will be divided equally among the 26 traffic signals in the project.
- B. Construction – Procurement and installation of physical infrastructure which consists new cabinets, controllers, detection (installation only) communications conduit and fiber optic cabling, CCTV cameras and other miscellaneous items at various intersections such as new signal heads, pedestrian push buttons, etc. Commonwealth Electric Company is the construction contractor on the project. This cost will be calculated on a per intersection basis per the quantities and unit costs identified in the plans.
- C. Communications Services – As part of an existing agreement with the City of Omaha, a portion of the communications system infrastructure will be owned and operated by Unite Private Networks (UPN).

This cost will be divided among the thirteen traffic signals north of (and including) 84th Street & Harrison Street.

- D. Construction Engineering – Construction engineering services during the above construction phase of the project. Olsson will provide construction engineering services. This cost will be divided equally among the 26 traffic signals in the project.
- E. ASCT System, Configuration, Implementation, and Support – As part of a separate RFP process, Intelight was chosen as the adaptive system for this corridor in accordance with previously conducted systems engineering process. This cost will be divided equally among the 26 traffic signals in the project. This contract includes:
 - 1. Detection – furnishing of stop bar and advance detection (construction contractor to install)
 - 2. ASCT Software – additional software that operates on the traffic signal controllers
 - 3. Configuration and Implementation – services to configure, implement, fine-tune the ASCT system
 - 4. Technical Support and Software Maintenance – five years of support and maintenance included

Table 3 summarizes the total capital costs of the project broken into the five categories described above and by traffic signal.

Table 3 – Summary of ASCT Capital Costs

Traffic Signal	Design (FHU)	Construction (Commonwealth)	Communications (UPN)	Const Eng (Olsson)	ASCT (Intelight)	ASCT Project
84th St & West Center Rd	\$7,772	\$65,937	\$1,214	\$8,827	\$58,284	\$142,034
84th St & Hascall St	\$7,772	\$44,283	\$1,214	\$8,827	\$58,284	\$120,380
84th St & Grover St	\$7,772	\$53,299	\$1,214	\$8,827	\$58,284	\$129,396
84th St & Papillion Pkwy	\$7,772	\$38,207	\$1,214	\$8,827	\$58,284	\$114,304
84th St & I-80 WB Ramp	\$7,772	\$66,469	\$1,214	\$8,827	\$58,284	\$142,565
84th St & I-80 EB Ramp	\$7,772	\$72,995	\$1,214	\$8,827	\$58,284	\$149,092
84th St & F St	\$7,772	\$63,496	\$1,214	\$8,827	\$58,284	\$139,592
84th St & L St (US-275/N-92)	\$7,772	\$79,631	\$1,214	\$8,827	\$58,284	\$155,728
84th St & Lakeview St	\$7,772	\$75,660	\$1,214	\$8,827	\$58,284	\$151,756
84th St & Q St	\$7,772	\$81,813	\$1,214	\$8,827	\$58,284	\$157,910
84th St & Park Dr	\$7,772	\$61,430	\$1,214	\$8,827	\$58,284	\$137,526
84th St & Madison St	\$7,772	\$73,792	\$1,214	\$8,827	\$58,284	\$149,888
84th St & Harrison St	\$7,772	\$54,359	\$1,214	\$8,827	\$58,284	\$130,456
83rd St & Harrison St	\$7,772	\$77,825		\$8,827	\$58,284	\$152,707
84th St & Park View Boulevard	\$7,772	\$72,152		\$8,827	\$58,284	\$147,034
84th St & City Centre Dr	\$7,772	\$56,094		\$8,827	\$58,284	\$130,976
84th St & Brentwood Dr	\$7,772	\$99,633		\$8,827	\$58,284	\$174,516
Granville Pkwy & Brentwood Dr	\$7,772	\$46,598		\$8,827	\$58,284	\$121,481
84th St & Giles Rd	\$7,772	\$93,196		\$8,827	\$58,284	\$168,079
85th St & Giles Rd	\$7,772	\$86,430		\$8,827	\$58,284	\$161,312
Washington St & Cary St	\$7,772	\$85,688		\$8,827	\$58,284	\$160,570
Washington St & Centennial Rd	\$7,772	\$90,201		\$8,827	\$58,284	\$165,083
Washington St & Hogan Dr	\$7,772	\$91,707		\$8,827	\$58,284	\$166,589
Washington St & 6th St	\$7,772	\$103,873		\$8,827	\$58,284	\$178,755
Washington St & 1st St	\$7,772	\$116,451		\$8,827	\$58,284	\$191,334
Washington St & Lincoln St	\$7,772	\$81,828		\$8,827	\$58,284	\$156,711
Totals	\$202,059	\$1,933,047	\$15,783	\$229,498	\$1,515,387	\$3,895,774

The total cost of the ASCT system is currently \$3,895,774, which includes a 5% contingency in the construction phase. The current cost is less than the \$4,672,590 which was originally estimated and included in the previous MOU dated April 28, 2016. Because HSIP funds are utilized, 90% of the capital costs will be funded with the HSIP funds, and a 10% local match is required. The share of local match for each participating agency, based upon the proportions identified in Table 2, is summarized in Table 4.

Table 4 – Share of ASCT Capital Costs for Participating Agencies

Traffic Signal	ASCT Project Total	ASCT Total Local Match	Share of ASCT Local Match				
			Omaha	NDOT	Ralston	LaVista	Papillion
84th St & West Center Rd	\$142,034	\$14,203	\$14,203				
84th St & Hascall St	\$120,380	\$12,038	\$12,038				
84th St & Grover St	\$129,396	\$12,940	\$12,940				
84th St & Papillion Pkwy	\$114,304	\$11,430	\$11,430				
84th St & I-80 WB Ramp	\$142,565	\$14,257	\$14,257				
84th St & I-80 EB Ramp	\$149,092	\$14,909	\$14,909				
84th St & F St	\$139,592	\$13,959	\$13,959				
84th St & L St (US-275/N-92)	\$155,728	\$15,573	\$15,573				
84th St & Lakeview St	\$151,756	\$15,176	\$11,382		\$3,794		
84th St & Q St	\$157,910	\$15,791	\$11,843		\$3,948		
84th St & Park Dr	\$137,526	\$13,753		\$6,876	\$6,876		
84th St & Madison St	\$149,888	\$14,989		\$7,494	\$7,494		
84th St & Harrison St	\$130,456	\$13,046		\$6,523	\$3,261	\$3,261	
83rd St & Harrison St	\$152,707	\$15,271			\$7,635	\$7,635	
84th St & Park View Boulevard	\$147,034	\$14,703		\$7,352		\$7,352	
84th St & City Centre Dr	\$130,976	\$13,098		\$6,549		\$6,549	
84th St & Brentwood Dr	\$174,516	\$17,452		\$8,726		\$8,726	
Granville Pkwy & Brentwood Dr	\$121,481	\$12,148				\$12,148	
84th St & Giles Rd	\$168,079	\$16,808		\$8,404		\$4,202	\$4,202
85th St & Giles Rd	\$161,312	\$16,131				\$8,066	\$8,066
Washington St & Cary St	\$160,570	\$16,057		\$8,029			\$8,029
Washington St & Centennial Rd	\$165,083	\$16,508		\$8,254			\$8,254
Washington St & Hogan Dr	\$166,589	\$16,659		\$8,329			\$8,329
Washington St & 6th St	\$178,755	\$17,876		\$8,938			\$8,938
Washington St & 1st St	\$191,334	\$19,133		\$9,567			\$9,567
Washington St & Lincoln St	\$156,711	\$15,671		\$7,836			\$7,836
Totals	\$3,895,774	\$389,577	\$132,534	\$102,876	\$33,009	\$57,939	\$63,220

IV. TRAFFIC SIGNAL OPERATIONS

The City of Omaha will operate controllers, ASCT software, and other items specifically described below at all traffic signals included in the ASCT system.

- A. Controllers – The City of Omaha is solely responsible for developing, implementing, and maintaining traffic signal controller databases, including clearance intervals, timing plans, schedules, etc.
- B. ASCT System – The City of Omaha is solely responsible for developing and operating the ASCT software and databases, and will provide any available information or documentation related to the operation, performance, or maintenance of the ASCT system as requested by participating agencies.
- C. Detection – The City of Omaha will monitor operations and performance of the detection system, and will notify participating agency staff of equipment failures that require maintenance action.
- D. Communications – The City of Omaha will monitor operations and performance of the fiber optic and wireless communications systems, and will notify participating agency staff of failures that require maintenance action.
- E. PTZ Cameras – The City of Omaha will operate PTZ cameras for the purposes of monitoring traffic operations and the management of the ASCT system. Participating agencies will have access to the cameras, including pan-tilt-zoom capabilities.
- F. To the extent practical, participating agency staff can be provided viewer access to the ATMS and video managements system (VMS).

Costs for operations shall be \$1,000.00, annually, per location. These costs shall be divided among the participating agencies per the proportions identified in Table 5. Table 5 differs from Table 2 to reflect the shift

of operational costs from NDOT to other jurisdictions as a result of the relinquishment of N-85. Table 6 summarizes the share of annual operations costs for each of the participating agencies.

Table 5 – Proportional Breakdown of ASCT Operational Costs

Traffic Signal	Sharing of ASCT Operational Costs N-85 <i>NOT</i> Relinquished					Sharing of ASCT Operational Costs N-85 Relinquished				
	Omaha	NDOT	Ralston	LaVista	Papillion	Omaha	NDOT	Ralston	LaVista	Papillion
84th St & West Center Rd	100%					100%				
84th St & Hascall St	100%					100%				
84th St & Grover St	100%					100%				
84th St & Papillion Pkwy	100%					100%				
84th St & I-80 WB Ramp	100%					100%				
84th St & I-80 EB Ramp	100%					100%				
84th St & F St	100%					100%				
84th St & L St (US-275/N-92)	100%					100%				
84th St & Lakeview St	75%		25%			75%		25%		
84th St & Q St	75%		25%			75%		25%		
84th St & Park Dr		50%	50%					100%		
84th St & Madison St		50%	50%					100%		
84th St & Harrison St		50%	25%	25%				50%	50%	
83rd St & Harrison St			50%	50%				50%	50%	
84th St & Park View Boulevard		50%		50%					100%	
84th St & City Centre Dr		50%		50%					100%	
84th St & Brentwood Dr		50%		50%					100%	
Granville Pkwy & Brentwood Dr				100%					100%	
84th St & Giles Rd		50%		25%	25%				50%	50%
85th St & Giles Rd				50%	50%				50%	50%
Washington St & Cary St		50%			50%					100%
Washington St & Centennial Rd		50%			50%					100%
Washington St & Hogan Dr		50%			50%					100%
Washington St & 6th St		50%			50%					100%
Washington St & 1st St		50%			50%					100%
Washington St & Lincoln St		50%			50%					100%

Table 6 – Actual Breakdown of ASCT Operational Costs

Traffic Signal	Annual Operations Costs	Share of Annual Operations Costs Highway 85 <i>NOT</i> Relinquished				Share of Annual Operations Costs Highway 85 Relinquished			
		NDOT	Ralston	LaVista	Papillion	NDOT	Ralston	LaVista	Papillion
84th St & Lakeview St	\$1,000		\$250				\$250		
84th St & Q St	\$1,000		\$250				\$250		
84th St & Park Dr	\$1,000	\$500	\$500				\$1,000		
84th St & Madison St	\$1,000	\$500	\$500				\$1,000		
84th St & Harrison St	\$1,000	\$500	\$250	\$250			\$500	\$500	
83rd St & Harrison St	\$1,000		\$500	\$500			\$500	\$500	
84th St & Park View Boulevard	\$1,000	\$500		\$500				\$1,000	
84th St & City Centre Dr	\$1,000	\$500		\$500				\$1,000	
84th St & Brentwood Dr	\$1,000	\$500		\$500				\$1,000	
Granville Pkwy & Brentwood Dr	\$1,000			\$1,000				\$1,000	
84th St & Giles Rd	\$1,000	\$500		\$250	\$250			\$500	\$500
85th St & Giles Rd	\$1,000			\$500	\$500			\$500	\$500
Washington St & Cary St	\$1,000	\$500			\$500				\$1,000
Washington St & Centennial Rd	\$1,000	\$500			\$500				\$1,000
Washington St & Hogan Dr	\$1,000	\$500			\$500				\$1,000
Washington St & 6th St	\$1,000	\$500			\$500				\$1,000
Washington St & 1st St	\$1,000	\$500			\$500				\$1,000
Washington St & Lincoln St	\$1,000	\$500			\$500				\$1,000
Totals	\$18,000	\$6,500	\$2,250	\$4,000	\$3,750	\$0	\$3,500	\$6,000	\$7,000

Future operational improvements, such as implementation of left turn arrows, modifications to signal phasing, or requests for other physical changes shall be subject to City of Omaha policies and evaluation by City of Omaha staff. Modifications to controller databases or ASCT system parameters is included in the operations costs described above, however, equipment and installations costs associated with these improvements will be shared among the participating agencies as summarized in Table 5.

V. TRAFFIC SIGNAL MAINTENANCE

The agency responsible for existing traffic signal maintenance will continue to maintain most traffic signal components, including detection, cabinets, PTZ cameras, communications, and signs, with the exception of any items noted below.

- A. If the participating agency requests the City of Omaha to provide and replace any controllers or ASCT hardware, the City of Omaha will directly bill the participating agency for labor and equipment costs on an annual basis (above and beyond the \$1,000 per signal operations cost).
- B. The City of Omaha will monitor the communications system and notify the agency owning the communications system of a failure. Each participating agency is responsible for the maintenance of the communications infrastructure (conduit/fiber optic cable, wireless devices). In addition, the owning agency is responsible for locating underground facilities.
- C. Power used for each signal will be metered and paid for by the jurisdiction in which the signal is located, as it is now.
- D. Exceptions – The City of Omaha will not assume any maintenance activities associated with the following: signing, pavement markings, maintenance of pavement surfaces, snow plowing, mowing, weed control, or any other non-signal-related activities.

VI. FUTURE TRAFFIC SIGNAL CAPITAL OR OPERATIONAL IMPROVEMENTS

The costs of future ASCT capital improvements shall be shared among participating agencies per the proportions identified in Table 5, unless otherwise agreed upon at that time. Other capital improvements could include, but is not limited to, traffic signal rebuilds, modifications to traffic signals due to public improvement projects (roadway widening), and modifications to traffic signals due to development-related projects, addition of left turn arrows, etc. which would be shared as determined by the affected agencies when such improvements occur. Participating agencies are responsible for notifying the City of Omaha when improvements take place that require operational changes to the controller databases or ASCT system.

VII. TERMS OF MOU

The terms of this MOU shall be effective until December 31, 2021, at which point participating agencies will agree to extend or modify the MOU for a new term.

VIII. INTERLOCAL COOPERATION ACT PROVISIONS.

This MOU shall not create any separate legal or administrative entity. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this MOU. There shall be no jointly held property as a result of this MOU. Upon termination, each party shall retain ownership of the property it owns at the time of termination. This MOU does not authorize the levying, collecting or accounting of any tax.

Executed this ____ day of _____, 20____

Signature: _____

Print: _____

Title: _____

Agency: _____

Copy 1 of 5

Executed this ____ day of _____, 20____

Signature: _____

Print: _____

Title: _____

Agency: _____

Copy 2 of 5

Executed this ____ day of _____, 20____

Signature: _____

Print: _____

Title: _____

Agency: _____

Copy 3 of 5

Executed this ____ day of _____, 20____

Signature: _____

Print: _____

Title: _____

Agency: _____

Copy 4 of 5

Executed this ____ day of _____, 20____

Signature: _____

Print: _____

Title: _____

Agency: _____

Copy 5 of 5

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

FISCAL IMPACT

Eastern Nebraska Office on Aging (ENOA) will render payment to City of La Vista (subrecipient) \$8,320.00 in equal monthly payments of \$693.33 July 1, 2019 – June 30, 2020. There is no cost to the city for the nutrition program. The city does pay the Program Coordinator salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN 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;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUBAWARD

THIS SUBAWARD is made and entered into this **first day of July 2019** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "**ENOA**") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "**Subrecipient**") for the operation of a senior center.

The purpose of the Subaward from ENOA to the Subrecipient is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Subaward.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Sarpy County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for FY20 – FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Subrecipient maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Subrecipient as follows:

ARTICLE I

APPOINTMENT

Subrecipient is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Subrecipient's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

ARTICLE II

SERVICES

In carrying out the terms of this Subaward, Subrecipient agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.

- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (c) To place food order with the ENOA Nutrition Division by 1:15pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Subrecipient shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To make special provisions as necessary to serve handicapped individuals.
- (j) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Subaward is signed.
- (k) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (l) To assure that all ENOA policies and procedures for congregate meals are followed.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (o) To determine that all recipients meet requisite age requirements or other individuals who meet program eligibility as listed in ENOA Nutrition Program policy 1.1. Under-age ineligible participants must pay full cost of the meal as required by ENOA Nutrition Program policies. Payment for under-age ineligible participants must be collected separate from eligible meal contributions and documented with a written

receipt. A copy of the receipt is given to the participant and a copy will be attached to the monthly cash contribution sheet.

- (p) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (q) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (r) A Cost Allocation form must be completed identifying hours worked in congregate meal program, social activities and senior center hours. The completed form will be included with monthly reports and sent to the Nutrition Office.
- (s) To operate the center Monday-Friday except for 11 holidays during the year. Subrecipient shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Subrecipient, in writing.
- (t) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be recorded on the appropriate report.
- (u) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

In carrying out the terms of this Subaward, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutrition education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Subaward compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Subaward.

- 2) An annual senior center evaluation to evaluate Subrecipient's compliance with this Subaward.
- 3) Unannounced center evaluations and center visits by program administrative staff.
- 4) Other activities as deemed necessary by ENOA Director.

ARTICLE III

REIMBURSEMENT

In consideration of the services herein provided, ENOA shall provide reimbursement to Subrecipient not to exceed **Eight Thousand Three Hundred Twenty Dollars (\$ 8,320)** as outlined in Exhibit "A" attached hereto and by this reference made a part of this Subaward.

Subrecipient shall prepare a monthly statement of costs and expenses incurred as a result of the operation of program and submit to ENOA. Reimbursement will be provided after appropriate documentation to support monthly statement has been received. Documentation must include payroll registry, time sheet(s), signed cost allocation forms and copies of any bills included in reimbursement statement outlined in Exhibit "A" as applicable. Hours eligible for reimbursement may include paid hours worked, paid vacation hours, paid sick time and paid holidays based on subrecipient's benefits. Note: Time sheets must support cost allocation sheets.

ENOA will render payment to Subrecipient when the terms and conditions of the Subaward and specifications are being satisfactorily completed on the part of the Subrecipient as solely determined by ENOA.

ARTICLE IV

TERM

This Subaward shall be in effect for **one (1) year** from **July 1, 2019** through and including **June 30, 2020**.

ARTICLE V

SUBAWARD COMPLIANCE AND ENFORCEMENT

It is the responsibility of the ENOA staff to inform the ENOA Executive Director of any Subrecipient's failure to comply with the terms of this Subaward. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Subaward:

A. Notification of Non-Compliance of Annual Senior Center Evaluation. In the event of non-compliance violations Subrecipient will have 30 days to correct the violation. ENOA shall conduct a follow-up evaluation after the 30 days allowed for centers to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of ENOA shall notify the Subrecipient in writing that funding shall be withheld until such time all recommendations have been corrected and a second evaluation has been done by ENOA. In the event the violations have not been corrected after the second evaluation, the Executive Director of ENOA shall proceed as set forth herein.

2) Notification of Null and Void Sub Award. The Executive Director of ENOA will notify the Subrecipient, in writing, that said Subaward has been rendered null and void until such time violations are corrected and validated by the Nutrition Services Division Director. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

B. Notification of Non-Compliance of Nutrition Subaward. After it has been determined by ENOA staff that the terms of this Subaward are repeatedly not being met, written notification of non-compliance shall be sent to the Subrecipient by ENOA. The notification shall set forth the portion of the Subaward being violated.

1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of ENOA shall notify the Subrecipient in writing that funding shall be withheld until such time Subrecipient is in compliance. In the event the violations have not been corrected, the Executive Director of ENOA shall proceed as set forth herein.

2) Loss of funding. The Executive Director of ENOA will notify the Subrecipient, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Subaward will be presented to the ENOA Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

TERMINATION

a) Early termination may occur if:

- ENOA and the Subrecipient, by mutual written agreement, may terminate the Subaward at any time.
- ENOA, in its sole discretion, may terminate the Subaward for any reason upon 30 written notice to the Subrecipient. In the event of cancellation,

the Subrecipient shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided

- b) ENOA may terminate the Subaward, in whole or in part, if the Subrecipient fails to perform its obligations under the Subaward in a timely and proper manner. ENOA may, by providing a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of Subaward within a period of thirty (30) days.
- c) ENOA may terminate the Subaward, in whole or in part, in the event funding is no longer available. ENOA will give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Subrecipient be paid for a loss of anticipated profit.

EMERGENCY TERMINATION

In those instances where the Subaward violation threatens the health, welfare and safety of participants and/or staff of the Subrecipient, an emergency may be declared. After an emergency hearing and determination by the Governing Board, this Subaward may be declared null and void and all payments to Subrecipient terminated.

RETURN OF FUNDS

Subrecipient may be required to reimburse ENOA for any costs or expense, which may be disallowed as a result of an audit by ENOA, federal/state government or agency thereof.

ARTICLE VI

AUTHORIZED REPRESENTATIVE

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Subaward. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Subrecipient. ENOA shall not be authorized to change any of the terms and conditions of the Subaward. Such changes, if any, shall be accomplished only by a properly executed modification of this Subaward in accordance with the terms and conditions of Article IX hereof.

ARTICLE VII

CONDITIONS

This Subaward is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

Accept & Initial

- a) Subrecipient shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Subaward expenses. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Subaward shall be subject to review or audit. Subrecipient shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.

Accept & Initial

- b) Subrecipient shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Subaward for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Subaward completion report to be submitted within fifteen (15) days upon termination or completion of the Subaward.

Accept & Initial

- c) A representative from ENOA shall have the right to enter any premises where the Subrecipient duties under the Subaward are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

Accept & Initial

- d) All materials and information provided by ENOA or acquired by the subrecipient on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The subrecipient must ensure the confidentiality of such materials or information. Should said confidentiality be breached by subrecipient, subrecipient shall notify ENOA immediately of said breach and take immediate corrective action.

Accept & Initial

- e) Subrecipient shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.

Accept & Initial

- f) The Subrecipient shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Subrecipients of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Subrecipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Subaward.

Accept & Initial

- g) The Subrecipient shall procure and pay for all permits, licenses and approvals necessary for the execution of the Subaward. The Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Subrecipient represents that it has, or will secure at its own expense, all personnel required to perform the services under the Subaward. The Subrecipient's employees and other persons engaged in work or services required by the Subrecipient under the Subaward shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

- h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Subrecipient, its officers or its agents) shall in no way be the responsibility of ENOA. The Subrecipient will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

- i) The Subrecipient warrants that all persons assigned to the project shall be employees of the Subrecipient and shall be fully qualified to perform the work required. Subrecipient agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Subrecipient covenants that it has not retained or employed any company or person, other than bona fide employees working for the Subrecipient, to solicit or secure the Subaward and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Subaward. For breach of this statement, ENOA shall have the right to annul Subaward without liability.

Accept & Initial

- j) The Subrecipient shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Subrecipient's use during the performance of the Subaward. The Subrecipient shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

Accept & Initial

- k) For the duration of the Subaward, all communication between Subrecipient and ENOA regarding the Subaward shall take place between the Subrecipient and individuals specified by ENOA. Communication about the Subaward between Subrecipient and individuals not designated as points of contact by ENOA is strictly forbidden.

Accept & Initial

- l) Subrecipient or ENOA shall consent to enter into discussion at any time to review terms of this Subaward should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

- m) Subrecipient shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Subawards between the Subrecipient and third parties made to effectuate the purpose of this Subaward and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Subaward or any travel related thereto.

- Accept & Initial
- n) The Subrecipient shall not commence work under this Subaward until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Subrecipient shall furnish ENOA with proof of insurance coverage on the following:
General Liability in the amount of \$2,000,000;
Personal Liability in the amount of \$1,000,000;
Medical Expenses (any one person) in the amount of \$5,000;
Workers' Compensation and Unemployment Insurance

- Accept & Initial
- o) Subrecipient certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Subrecipient agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

- Accept & Initial
- p) The Subrecipient, by signature to the Subaward, certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Subrecipient shall immediately notify ENOA if, during the term of this Subaward, Subrecipient becomes debarred. ENOA may immediately terminate this Subaward by providing Subrecipient written notice if Subrecipient becomes debarred during the term of this Subaward.

ARTICLE VIII

ASSIGNMENT

Subrecipient may not assign its rights under this Subaward without the express prior written consent of ENOA.

ARTICLE IX

MODIFICATION

This Subaward contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are 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 writing and signed by an authorized officer of the respective parties.

GOVERNING LAW

This Subaward agreement between ENOA and Subrecipient shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Subaward agreement shall filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Subaward this _____ day of _____ 2019.

ATTEST:

CITY OF LA VISTA

By _____
Authorized Representative

Date _____

ATTEST:

EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING ("ENOA")

By _____
Governing Board

Date _____

Exhibit "A"

**City of La Vista
La Vista Senior Center
FY 19-20**

Subaward Personnel Reimbursement

Center Manager Salary

\$8,320

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
APPROVE CONTRACT – MCC/LV CENTER PARKING LOT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving a contract that the Metropolitan Community College Board will execute with TR Construction, Bennington, Nebraska, in an amount not to exceed \$606,009 for the rehabilitation of the northeast parking lot at the MCC/LV Center.

FISCAL IMPACT

The City of La Vista is responsible for 42.28% of project costs. There has been a 15% contingency built into the project bringing the potential project cost to \$696,910.35. The City of La Vista share would be \$294,653.70, funding for the project is included in the FY20 CIP Budget. The city will be invoiced for their portion of the contract after October 1, 2019.

RECOMMENDATION

Approval

BACKGROUND

The northeast parking lot of the MCC/LV Center has been deteriorating over the last ten-years. Several patching operations have been completed in the past. The parking lot structure is now beyond patching maintenance. It is anticipated that sub-drains being installed under the new parking lot will extend the life of the parking lot. The northeast section of the parking lot has also been impacted by a condition known as Alkali Silica Reaction (ASR), is a term mainly referring to a reaction which occurs over time in concrete between the highly alkaline cement paste and non-crystalline silicon dioxide, which is found in many common aggregates.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE METROPOLITAN COMMUNITY COLLEGE CONTRACT WITH TR CONSTRUCTION, BENNINGTON, NEBRASKA FOR THE REHABILITATION OF THE NORTHEAST PARKING LOT AT THE METROPOLITAN COMMUNITY COLLEGE – SARPY CENTER / LA VISTA PUBLIC LIBRARY FOR A LOCAL COST NOT TO EXCEED \$294,653.70.

WHEREAS, the Mayor and City Council have determined that rehabilitation of the northeast parking lot is necessary; and

WHEREAS, the City is responsible for 42.28% of the project costs; and

WHEREAS, the contract has a total not-to-exceed cost of \$606,009.00 with the City's portion not-to-exceed \$294,653.70; and

WHEREAS, the FY19/20 Biennial Budget includes funding for the proposed project;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, approve the Metropolitan Community College contract with TR Construction, Bennington, Nebraska for the rehabilitation of the northeast parking lot at the Metropolitan Community College – Sarpy Center / La Vista Public Library for a local cost not to exceed \$294,653.70.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE LAPTOP COMPUTERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

SYNOPSIS

A resolution has been prepared approving the purchase of a four (4) laptop computers for the library's GED program in an amount not to exceed \$6,045.04.

FISCAL IMPACT

The library obtained a grant to provide funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The library submitted a grant to the American Library Association and Dollar General Literacy Foundation for expansion in the GED program. La Vista Library was one of sixteen (16) libraries nationwide awarded funding. Of the \$10,000 awarded to La Vista Library, \$6,045.04 was designated for additional laptops to accommodate the growing number of students at any given time. Currently, the program has over 50 GED graduates. The quote for the laptops came from Sarpy IT.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF FOUR (4) LAPTOP COMPUTERS FROM DELL IN AN AMOUNT NOT TO EXCEED \$6,045.04.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of four (4) laptop computers for the Library's GED program is necessary; and

WHEREAS, the Library has received a grant through the American Library Association and Dollar General Literacy Foundation for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of four (4) laptop computers for the Library's GED program from Dell in an amount not to exceed \$6,045.04.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

From: [Dell \(please do not reply\)](#) on behalf of [Dell Inc.](#)
To: [Rusty Ethridge](#)
Subject: Dell Computer - Saved Quote Information -1031000259824
Date: Friday, March 29, 2019 8:28:57 AM



You have saved an eQuote 1031000259824

An eQuote is now saved in your Dell Online Store.
This will be held for 60 days and will expire on 05/28/2019

Your eQuote has been sent to:

Emailed to: Rusty@sarpy.com
Rusty@sarpy.com

To retrieve this eQuote

Login to [Premier](#)

Sign in to Sarpy County - City of La Vista, Nebraska

Click on "Quotes" in the top menu bar and search for eQuote number 1031000259824

eQuote Name	LVLlibrary update
Saved By	Rusty@sarpy.com
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Sarpy County - City of La Vista, Nebraska
Contract Code	WN20AGW

Shipping Info

RUSTY ETHRIDGE
1210 GOLDEN GATE DR STE 1130
PAPILLION, NE 68046-2842
(402) 593-1569

Billing Info

KEVIN POKORNY
8116 PARK VIEW BLVD
LA VISTA, NE 68128-2132

eQuote Summary

Description	Quantity	Unit Price	Subtotal
Dell Latitude 3590	4	\$1,348.47	\$5,393.88
Dell Business Dock - WD15 with 130W adapter	4	\$162.79	\$651.16

eQuote Subtotal	\$6,045.04
Shipping*	\$0.00

Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

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eQuote Total*

\$6,045.04

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

eQuote Details		
Description	Quantity	Price
xctol359015usr Dell Latitude 3590	4	\$8,298.28
Premier Discount		\$2,904.40
(Unit Price after discount: \$1,348.47 ea.)		\$5,393.88

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Module	Description	Product Code	Sku	ID
Dell Latitude 3590	Dell Latitude 3590 XCTO	X3590T	[210-ANYM]	1
Processor	Intel Core i7-8550U Processor (Quad Core, 8MB Cache, 1.8GHz, 15W)	GUO0LWB	[379-BCZZ]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Office	Microsoft Office 30 Day Trial	16MUI	[658-BCSB]	1002
Graphics	AMD Radeon™ 530 Graphics	KRDI7T	[338-BNQI]	149
Memory	16GB, 1x16GB, 2400Mhz DDR4 Memory	16GB1D	[370-ADHW]	3
Hard Drive	2.5" 500GB SATA 5400RPM Hybrid Hard Drive	G4OYIF5	[400-AUNY]	8
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" HD (1366x768) Embedded Touch, IR Camera & Microphone, WLAN Capable	THDIRL	[320-BCLU] [391-BDNQ]	760
Keyboard	Single Pointing Keyboard, English	ENGKBD	[580-AGUB]	4
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Driver	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Driver	1820	[555-BDXS]	7
Wireless	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	1820	[555-BCMW]	19
Mobile Broadband	No Wireless WAN Card	NOWW	[362-BBBB]	114
Primary Battery	3 Cell 42Whr ExpressCharge™ Capable Battery	42W3C	[451-BCEW]	112
Power Supply	65W AC Adapter, 4.5mm Barrel	65WAA	[450-ADTR]	1015
PalmRest	No Fingerprint and No Smart Card	NFPR	[346-BCQP]	55
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Placemat	Win 10 Quick Reference Guide, English/French	PLMTEF	[340-BZFZ]	60
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Diagnostic CD / Diskette	No Resource DVD	NRDVD	[430-XXYG]	50
			[525-0131] [525-BBCL]	

Non-Microsoft Application Software	Windows System Software	WIN10	[640-BBLW] [658-BBMR] [658-BBRB] [658-BCUV] [658-BDTB]	1003
Packaging	Mixed Model Shipping Material	SHPMX	[340-BSDH] [340-BZFT]	465
Cable	US Power Cord	US125V	[537-BBBL]	20
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Processor Branding	Intel® Core™ i7 Processor Label	KRCI7SM	[389-CGBC]	749
Label	Regulatory Label Included	REG	[389-BEYY]	676
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
E-Star	No Energy Star	G8R9P53	[387-BBCE]	122
Transportation from ODM to Region	BTO Standard Shipment	BTOSTS	[800-BBGS]	200080
Docking Solutions	Not Included	NONE	[452-BBSE]	271
UPC Label	No UPC Label	NOUPC	[389-BCGW]	292
TAA	No TAA	NOTAA	[340-ACQQ]	97
Hard Drive Software	No Additional Hard Drive Selected	GU89CVR	[610-BBXQ]	707
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
Protect your new PC	No Security Software	NOSS	[650-AAAM]	1014
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	G5UZ0S8	[975-3461] [997-6727] [997-6735] [997-6737]	29
Accidental Damage	3 Years Accidental Damage Service	G5UZJWM	[973-9184]	33

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Dell Business Dock - WD15 with 130W adapter Sku [452-BDDV]	4	\$879.96
Premier Discount		\$228.80
(Unit Price after discount: \$162.79 ea.)		\$651.16

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eQuote Subtotal	\$6,045.04
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

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eQuote Total* **\$6,045.04**

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



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**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA**

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RANDY TRAIL HR DIRECTOR

SYNOPSIS

Job description for the position of Community Development Director has been updated.

FISCAL IMPACT

The position is currently budgeted.

RECOMMENDATION

Approval

BACKGROUND

Updates for the position have been prepared for the Community Development Director.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Community Development Director
POSITION REPORTS TO: Assistant City Administrator/Director of Community Services
POSITION SUPERVISES: Chief Building Official, Senior Planner, Permit Technician

DESCRIPTION:

Under the general direction of the Assistant City Administrator/Director of Community Services, the Community Development Director performs a variety of professional, administrative, technical and supervisory duties related to developing, directing and coordinating the programs and services provided by the Community Development Department of the City of La Vista.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Provide leadership and direction in the development of strategic, long range and department plans that support and are consistent with the City's strategic plan.
2. Direct and supervise the activities of department staff.
3. Prioritize, delegate, and monitor the status of projects to ensure quality results and timely completion.
4. Engage employees with a positive leadership style that fosters collaboration as well as personal initiative.
5. Establish and maintain forward-thinking, customer-focused operating policies and procedures consistent with city policies and relevant rules and regulations.
6. Establish and document internal procedures for processing development plans and permit applications.
7. Develop and administer municipal policies related to community and economic development that adhere to sound planning and development principles and are consistent with the city's vision for the future.
8. Oversee and evaluate new land use proposals for conformity to regulations and existing plans, and for their impact on the city.
9. Review proposals and provide professional planning and development recommendations to department staff and city administration.
10. Coordinate the interdepartmental activities necessary to prepare plans and review development proposals and projects.
11. Lead the preparation and interpretation of ordinances, resolutions, contracts, agreements, covenants and other legal documents relating to planning, community development and administration, and enforcement of city ordinances.
12. Direct and participate in meetings with vendors, contractors, and consultants regarding the administration of work and/or contracts.
13. Prepare and write grant applications as needed.
14. Conduct necessary studies regarding environmental impact, economic impact, demographic trends, land use patterns, construction valuation, permit issuance and inspection statistics.
15. Ensure that comprehensive plans, land use codes, building codes and other basic planning and building regulatory resources are complete, up-to-date, and usable by members of the staff and public.
16. Serve as a member of the City's executive management team. Attend and participate in City Council meetings, work sessions and other meetings as necessary.
17. Act as a department representative and make recommendations to community citizen advisory boards and the City Council.
18. Facilitate public meetings and make public presentations to promote community development.
19. Prepare and administer departmental budget, and exhibit fiscal responsibility within a municipal environment.
20. Act in an ethical and conscientious manner on behalf of the City.
21. Support team decisions even when you have divergent opinions.
22. Respond to citizen and City staff inquiries and concerns.
23. Conduct special projects as assigned and perform other duties as directed.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS (REQUIRED WITH OR WITHOUT ACCOMMODATION)

1. Most work is performed in office settings, although supervision of projects and staff may occur outdoors in varied environmental conditions.
2. Frequently required to stand, sit, walk, talk, and use hands to operate office equipment.
3. Occasionally required to climb, balance, stoop, kneel, crouch, crawl and lift/carry up to 10 pounds.
4. Vision requirements include close vision, distance vision, depth perception, and the ability to adjust focus.
5. Hear and understand voices at normal conversational levels.
6. Occasionally visit work sites, which may be dusty, noisy, confined, odorous or present routine construction-related hazards.

EDUCATION, TRAINING, LICENSE, CERTIFICATION, AND EXPERIENCE

1. Degree from an accredited four-year college or university in planning, public administration, business administration, civil engineering, or closely related field. Master's degree in a closely related field is preferred.
2. Seven years of increasingly responsible analytical, administrative and/or management experience, at least four of those with a county or municipal government.
3. Four years of supervisory experience.
4. The city may accept any equivalent combination of education and experience.
5. AICP certification preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of modern planning theories, principles, best practices, research methodologies, and statistics relative to long-range city planning, urban planning, and community development enforcement activities.
2. Knowledge of zoning ordinances, land use plans and comprehensive plans, including their formation, and process of adoption and ability to apply.
3. Knowledge of the principles of zoning, land use regulations, subdivision and community design, economics and public policy and ability to apply.
4. Knowledge of federal, state, and local laws, regulations and codes related to comprehensive and current planning standards, growth management, community development, and building and code enforcement activities and ability to apply.
5. Knowledge of the principles and practices of government organizations, including local government structure and operation.
6. Knowledge of redevelopment laws and processes, local government revenue sources, and tax increment financing.
7. Knowledge of permit review and issuance procedures, population and land use trends, engineering, infrastructure, and the physical development of land.
8. Ability to effectively manage, motivate, develop, and evaluate departmental staff.
9. Ability to lead and coordinate the activities of the Community Development Department in a growing organization.
10. Ability to schedule, coordinate, and monitor a variety of activities simultaneously and under pressure that involve multiple people with competing needs and expectations.
11. Ability to anticipate needs, respond with workable solutions, and implement new ideas in cooperation with other staff members.
12. Ability to accurately interpret, apply, and enforce laws, codes, regulations, policies, and procedures related inspection standards.
13. Ability to facilitate conflict resolution on behalf of the City with developers, other governmental jurisdictions, and private stakeholders.
14. Ability to solve broadly-defined, complex problems with multiple dimensions and conflicting objectives in a highly visible public setting.
15. Ability to navigate diverse opinions, perspectives, and ideologies while building consensus among stakeholders.
16. Ability to solve problems through innovation, collaboration, and solicitation of ideas/input from others.
17. Ability to be an adaptable, resilient, persistent, proactive executive team member who can comprehend broad policy objectives while remaining apolitical.
18. Ability to handle stressful situations and effectively deal with difficult people.

19. Ability to use varied computer software, including Microsoft Office Suite.
20. Ability to work independently, as part of the team, and with the public.
21. Ability to communicate effectively and professionally in oral, written, and visual forms.
22. Skill and ability to exercise interpersonal skills, including tact, diplomacy, patience, respect, courtesy, and discretion in work, including confidential matters.
23. Ability to work a varying schedule, including some evenings, weekends, and holidays.
24. Ability to establish and maintain effective working relationships with city officials, developers, other government agencies, fellow employees, and members of the public.
25. Ability to maintain regular and dependable attendance on the job.

Contributions this Position Makes to the City

This position provides critical assistance to the City Administrator and contributes to the success of the City by working closely with the Executive Team on complex strategic development initiatives. The Community Development Director leads the efforts to develop and implement creative strategies to enhance economic opportunity, build strong neighborhoods and ensure a dynamic framework for quality growth and development.

Disclaimer:

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

Note: Background check and drug screening tests will follow all conditional offers of employment.

I have read and understand the requirements of this position description.

Signature

Date

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Community Development Director
POSITION REPORTS TO: Assistant City Administrator/Director of Community Services
POSITION SUPERVISES: Community Development Staff

DESCRIPTION:

Under the general direction of the Assistant City Administrator/Director of Community Services, the Community Development Director is responsible for strengthening the overall health and vitality of the City of La Vista through developing, managing and evaluating community development programs, including planning, redevelopment, development review, housing rehabilitation and renovations, zoning, building plan review and inspection, code administration and enforcement.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Responsible for directing and coordinating the work of division staff and consultants, evaluating performance, establishing expectations, and defining duties in a manner that will result in an effective and efficient work force. Provides recommendations for improved efficiency and effectiveness and trains and mentors employees in technical management and leadership responsibilities.
2. Develops and implements policies and procedures for effective operation of the division consistent with city policies and relevant laws, rules and regulations. Ensures council actions are implemented and recommends municipal policies relating to the physical, economic and social development of the community.
3. Oversees and provides guidance and direction in the evaluation of land use proposals for conformity to established plans, laws and ordinances. Evaluates proposals' development impact as they relate to the adopted plans of the City and makes recommendations and reviews proposed changes in land use plans, zoning and related codes for effectiveness and recommends changes to ensure sound inspection and planning programs.
4. Provides advice and recommendations to city administration and other members of the city's management team. Reviews proposals submitted by management staff and makes appropriate comments and suggestions. Assists city staff in the enforcement of local ordinances and interpreting city codes, ordinances and plans.
5. Works with consultants and other outside individuals/groups involved in studies affecting the physical development of the city. Coordinates special projects and studies.
6. Prepares and writes grant applications as directed.
7. Plans, directs and coordinates multi-departmental communications as needed for the preparation of plans, review of development proposals or other projects as assigned.
8. Responsible for establishing internal procedures for the processing of various development plans, and modification to municipal regulations and directs the preparation of manuals outlining such procedures, development proposals and long-range community planning activities.
9. Prepares reports, data inventories and interpretations regarding environmental and/or economic impacts, resource or system deficiencies, population and economic base, public facility design, construction inspection and enforcement.
10. Provides leadership and direction in the development of strategic and long-range plans for Community Development consistent with the City's long range plans.
11. Ensures that comprehensive plans, land use codes, building codes and other basic planning and building regulatory resources are complete, up-to-date, and usable by members of the public and staff.

Note: Physical examination and drug screening tests will follow all conditional offers of employment.

ESSENTIAL FUNCTIONS: (CONTINUED)

12. Serves as a member of the City's management team. Attends and participates in City Council meetings, work sessions and a variety of other meetings as needed or directed.
13. Acts as a department representative to various community citizen advisory boards and to the City Council; presents results of studies and recommendations regarding development, land use, comprehensive planning and other issues.
14. Responsible for preparation and submittal of proposed departmental budget, authorizing departmental expenditures and monitoring actual expenses to ensure compliance with adopted budgetary authority.
15. Actively supports decisions he/she is involved in making, even when he/she may not fully agree.
16. Assists in the enforcement of local ordinances and in interpreting local codes and ordinances.
17. Provides research and other needed material related to policy decisions.
18. Responds to citizen and City staff inquiries and concerns.
19. Makes public presentations.
20. Conducts special projects as assigned.
21. Performs other duties as directed or as the situation dictates.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed indoors and outdoors and requires routine walking, standing, kneeling, bending, crouching, reaching, stooping and climbing. Duties require the ability to tolerate an indoor and outdoor work environment, which includes contact with dirt, dust, noise and inclement weather conditions.

An incumbent must have the ability to lift various office supplies and related equipment weighing 25 pounds. Incumbent must have the ability to operate a motor vehicle and maneuver rough terrain on foot. Work hours may occasionally be required at times of darkness. Vision abilities include close vision, distance vision, depth perception, and the ability to adjust focus. Hearing abilities correctable to normal level. The noise and odor level may be moderate to intense depending on activity performed.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Graduation from an accredited four-year college or university with a degree in planning, public administration, business administration, civil engineering or closely related field from a U.S. institution accredited by a regionally recognized organization is required. Master's degree is preferred in a similar field.
2. Six years experience of increasingly responsible analytical, administrative and/or management experience preferably with a municipal government.
3. Three (3) years of supervisory or management experience is preferred.
4. The city may accept any equivalent combination of education and experience.

KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge and understanding of modern theories, principles and best practices of city planning, urban planning and development; redevelopment; site planning and architectural design techniques and methods; building inspections and safety; laws underlying general plans, zoning, land divisions and code enforcement.
2. Understanding of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.
3. Ability to analyze and develop policies related to community development.
4. Ability to supervise, manage, lead and coordinate activities of a growing, complex and evolving organization and ability to supervise the work of administrative and technical level subordinates.
5. Ability manage a complicated work program so that demands are matched to resources and work assignments are completed in a thorough, complete manner within established time-frames and the ability to handle numerous projects, which often have demanding requirements and tight time schedules.
6. Ability to anticipate needs, respond with workable solutions and implement new ideas in cooperation with other staff members to maintain departmental efficiency and responsiveness.
7. Experience in interpreting, applying and enforcing codes and in administrative and procedural guidelines for department personnel related to code interpretation and inspection standards.
8. Ability to be adaptable, resilient, a proactive executive team member, persistent and able to comprehend broad policy objectives, while remaining apolitical.
9. Ability to handle stressful situations and effectively deal with difficult or angry people.
10. Knowledge of research methods and statistics.
11. Skills in modern management principles and practices of public administration, community planning and federal and state programs.
12. Understanding of the principles and practices of municipal budget preparation and administration.
13. Ability to exercise sound, ethical judgment in evaluating situations and making decisions.
14. Computer literacy.
15. Ability to work independently, as part of the team and with the public.
16. Ability to communicate effectively both orally and in writing.
17. Ability to maintain confidentiality.
18. Ability to work a varying schedule, including evenings, weekends and holidays.
19. Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.
20. Ability to maintain regular and dependable attendance on the job.

Disclaimer:

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

I have read and understand the requirements of this position description.

Signature

Date