

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 5, 2023 AGENDA

Subject:	Type:	Submitted By:
DISCUSSION – CIMARRON WOODS PROPOSED INTERLOCAL – LIBRARY CARDS	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

SYNOPSIS

A proposal has been received from the SID 237 Board (Cimarron Woods) requesting an interlocal agreement with the City to allow the SID to reimburse the City for the cost of non-resident Library memberships for residents of the SID.

FISCAL IMPACT

N/A.

RECOMMENDATION

Discussion and Direction.

BACKGROUND

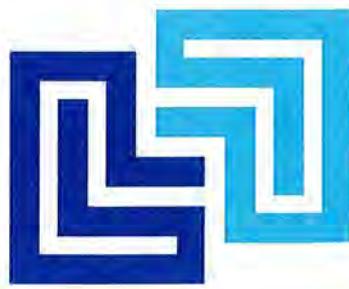
A memo (copy attached) was provided to the Mayor and City Council recently regarding the history of this request. Since that time staff has reviewed the draft agreement (copy attached) with the attorneys' edits and the Finance Director has provided information regarding the cost of providing Library services.

The City currently has a non-resident Library membership fee of \$60 annually designated in the Master Fee Ordinance. This applies to anyone who does not live within the City limits and we have members from several other jurisdictions within the metro area. The Finance Director calculated the average amount a property taxpayer in La Vista currently pays for Library services at \$54 annually.

The Library staff have fielded questions from residents of Cimarron Woods for several years about why they are not permitted to use the Library free of charge, explaining they are not residents of the City and do not pay taxes to the City of La Vista for this privilege. The SID is proposing the interlocal as a way for the SID to basically "contract" for the provision of Library services to their residents for those who want to participate. Cimarron residents could acquire a Library card and the SID would be billed on a quarterly basis for each membership issued at the then current fee.

The Library supports the request and anticipates a minimal number of new memberships. If Council does wish to proceed with the interlocal agreement, staff would recommend one edit to the current draft. An annual administrative fee of \$100 is proposed to account for the recordkeeping and quarterly billings to facilitate this agreement.

MEMO



TO: Mayor and City Council
FROM: Rita Ramirez, Assistant City Administrator
DATE: November 16, 2023
RE: Cimarron Woods Request for Library Cards

On August 17, 2023, Rose Barcal, Library Director, received a phone call and a subsequent email from Dean Ackles representing SID 237 (Cimarron Woods) regarding a proposal to enter into an interlocal agreement with the City for the SID to purchase library memberships for any of the residents in SID 237 who wanted one. This information was also sent to Mark Johnson, attorney for SID 237.

Rose contacted me regarding the SID's proposal. I had conversations with Meg Harris and yourself, after which I contacted the City Attorney's office to determine whether an SID has the authority to expend funds in this manner. Several days later a response was received from the City Attorney indicating that an SID does have the authority to contract for services such as this, provided nothing in their bylaws prohibits it.

I informed Rose that we were going to continue to have conversations about this proposal as several issues such as potential impact on future annexation, whether they SID could just reimburse their residents directly, the actual cost that should be charged for a non-resident membership, etc. had been brought up. In the meantime, if the SID was preparing a draft agreement for our consideration we would consider that when and if it were presented.

On October 9, 2023, Rose received a draft agreement from SID attorney Mark Johnson, which she forwarded to the City Attorney for review. An edited version of the agreement was sent directly to Mark Johnson from Tom McKeon (copy to Rose) on October 20, 2023. Mr. Johnson responded that he had no further edits and would be presenting the agreement to the SID Board for approval on November 3, 2023.

A draft of the agreement is attached for your review. It is anticipated that this will be placed on the December 5 City Council agenda for your consideration.

Attachment: Draft Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 237") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, SID 237 is a sanitary and improvement district duly formed and organized in the State of Nebraska, which includes Lots 1-177, inclusive, Lots 180-379, inclusive, and Lots 391-505, inclusive, all in Cimarron Woods, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Lot 1, Cimarron Woods Replat One, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (individually a "Lot" and collectively the "Lots"), for such purposes as stated in its articles of association; and

WHEREAS, SID 237 by entering this Agreement represents to City that SID 237 is authorized to contract with City and pay for access and use of library facilities and services (such facilities and services together referred to as "library services") of the City of La Vista Public Library ("La Vista Public Library") for residents of SID 237; and

WHEREAS, the City and SID 237 wish to enter into an agreement for library services of the La Vista Public Library for residents of SID 237, and further find that this contract is in the common interest of both parties; and

WHEREAS, the Library Memberships (as defined herein) will benefit the residents of SID 237 and SID 237 agrees to pay to the City for each Library Membership as described herein; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., the City and SID 237 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

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

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget shall be established for such an entity.

2. Library Memberships. The City agrees to provide an annual library membership (a “Library Membership”) for access and use of library services of the La Vista Public Library to residents of Lots within SID 237 who satisfy applicable requirements to obtain a Library Membership (“Member”). The La Vista Public Library will issue each such Member a Library Membership card which will renew each year automatically unless terminated by the Library Director or City for failure of the Member or SID 237 to satisfy any payment or other obligation for Library Membership, or by notice to the Library from the Member or SID 237. Each such resident shall be required to provide proof of residency and satisfy any documentation or other conditions generally required by the City in order to obtain a Library Membership card, and shall be personally responsible for and pay any costs other than the Annual Costs (defined below) that are related to the use of such Member’s Library Membership, as determined by the Library Director, including without limitation costs of interlibrary loans and late or damaged books or other property.

3. Payment by SID 237. SID 237 shall pay the City the annual cost of all Library Memberships in quarterly installments. The City shall submit an invoice to SID 237 on a quarterly basis for all Library Memberships, which invoice shall provide a detailed list of all Library Memberships issued (including Lot number and address) and SID 237 shall pay within thirty (30) days. The annual cost for Library Memberships shall be the amount established from time to time by Ordinance of the City (“Annual Cost”). The fee upon execution of this Agreement is \$60.00 per year per household for each household having one or more Members, which is subject to change from time to time by the City by Ordinance.

4. Records. The City shall maintain records of the Library Memberships, and SID 237, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for one year, provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a “Renewal Term”) unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term. Notwithstanding anything in this Agreement to the contrary: (i) either party may terminate this Agreement at any time upon thirty days advance written notice to the other party, (ii) this Agreement automatically shall terminate without any notice or action required of any party at the close of business on the day immediately before any annexation of all or any part of SID 237 by the City is effective, (iii) termination of this Agreement automatically shall

terminate all Library Memberships and access to and use of library services of the La Vista Public Library by residents of SID 237, and (iv) SID 237 and its residents shall be obligated to pay all amounts accruing under this Agreement before such termination is effective.

6. Appointment of Administrators. Attorney Mark B. Johnson, or any designee of Mark B. Johnson or the Trustees of SID 237, shall administer this Agreement on behalf of SID 237, and the City Administrator, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City.

7. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat § 48-1122, all parties to this Agreement agree that neither they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement. The recitals at the beginning of this Agreement are an integral and important part hereof and are incorporated herein.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

Executed by the City of La Vista, Nebraska, this _____ day of _____, 2023.

CITY OF LA VISTA, NEBRASKA

BY: _____

ATTEST:

City Clerk

Executed by Sanitary and Improvement District No. 237 of Sarpy County, this _____ day of _____, 2023.

SANITARY AND IMPROVEMENT DISTRICT
NO. 237 OF SARPY COUNTY, NEBRASKA

BY: _____
Chairman

ATTEST:

Clerk