

MINUTE RECORD

A.2

No. 728 — REEDIE & COMPANY, INC. OMAHA E1107768LD

LA VISTA CITY COUNCIL MEETING July 2, 2013

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 July 2, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Public Building and Grounds Director Archibald, Recreation Director Stopak, Library Director Barcal, City Engineer Kottmann, City Planner Solberg, and Recreation Program Coordinator South.

A notice of the meeting was given in advance thereof by publication in the Times on June 19, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

Mayor Kindig announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

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

SERVICE AWARD – D. J. BARCAL – 20 YEARS

Mayor Kindig recognized Captain D. J. Barcal for 20 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 18, 2013 CITY COUNCIL
MEETING
3. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC –
PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 –
\$66,824.29
4. PAY REQUEST – FELSBURG HOLT & ULLEVIG – PROFESSIONAL
SERVICES – HELL CREEK CHANNEL IMPROVEMENTS PHASE II –
\$6,991.55
5. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, bld&grnds	123.47
ABE'S PORTABLES, rentals	437.55
ACCO UNLIMITED, supplies	192.40
ACCURATE TESTING, bld&grnds	651.60
AKSARBEN HEATING/ARS, bld&grnds	5,372.00
A-RELIEF SERVICES, rentals	1,632.50
ASPHALT & CONCRETE MATERIALS, maint.	395.51
BEACON BUILDING SERVICES, services	6,712.00
BISHOP BUSINESS, services	1,279.67
BLACK HILLS ENERGY, utilities	2,219.26
BLUE CROSS BLUE SHIELD, refund	517.44
BLUE CROSS BLUE SHIELD, refund	507.25
BOUND TREE MEDICAL, supplies	8.55
BRADLEY, K., travel	60.00
BRENTWOOD AUTO WASH, maint.	84.00
CENTER POINT, books	302.58
CENTURY LINK BUSN, phone	51.71
CENTURY LINK, phone	1,057.98
CIGNA, refund	764.40
CITY OF OMAHA, services	213,741.19
COCA-COLA BOTTLING, supplies	1,016.92

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COMP CHOICE, services	932.50
COX, IT	312.30
COX, services	16.36
CRANE, R., training	660.00
CUMMINS CENTRAL POWER, services	569.74
D & D COMM., maint.	861.50
DANKO EMERGENCY EQUIP., maint.	536.80
DASH MEDICAL GLOVES, supplies	60.90
DISPLAY SALES, equip.	1,800.00
EAGLE ENGRAVING, apparel	20.85
ECHO GROUP INC., bld&grnds	42.95
EDGEWEAR SCREEN PRINTING, apparel	84.00
ELBERT, A., travel	60.00
FORT DEARBORN LIFE INS COMPANY	1,315.00
FRANKL, R., services	1,500.00
GALE, books	71.22
GASSERT, M., services	544.00
GCR TIRE CENTER, supplies	1,784.98
GENERAL FIRE & SAFETY, services	541.50
GOLDMAN, J., supplies	200.00
GOLEY, C., auto	100.00
GRAYBAR ELECTRIC, bld&grnds	308.84
GREENKEEPER, supplies	933.60
HANEY SHOE STORE, apparel	236.95
HEARTLAND AWARDS, apparel	61.00
HELGET GAS, supplies	125.00
HOBBY LOBBY, supplies	81.69
HOOK-FAST SPECIALTIES, apparel	46.02
HSMC ORIZON, services	1,250.00
HUNTEL COMMUNICATIONS, services	130.00
J A HEIM FARMS, services	4,315.00
J Q OFFICE EQUIP., services	52.49
JEREMY JOHNSON PHOTOGRAPY, services	199.00
KAR SIM KENNEL, services	63.00
KLINKER, M., services	200.00
KRIHA FLUID POWER, maint.	209.54
LA VISTA COMMUNITY FOUNDATION	50.00
LANDPORT SYSTEMS, services	125.00
LAST MILE NETWORK CONSULTING, IT	436.24
LAUGHLIN, KATHLEEN A, TRUSTEE	474.00
LIBRARY IDEAS, media	15.50
LIFEGUARD STORE, equip.	32.00
LOGAN CONTRACTOR, maint.	318.60
LOVELAND GRASS PAD, maint.	679.67
MATTHIAS, C., travel	60.00
MCC, utilities	13,281.96
MID AMERICA, phones	100.00
MIDWEST TAPE, media	84.23
MINITEX - CPP, supplies	735.50
MLB LOGISTICS, supplies	295.09
MSC INDUSTRIAL, supplies	164.26
MUD, utilities	2,590.25
MUNICIPAL PIPE TOOL, maint.	596.40
NE ENVIRONMENTAL PRODS, maint.	108.35
NE FIRE CHIEF'S ASSN, dues	20.00
NE STATE VOLUNTEER, dues	1,180.00
NEUMAN EQUIPMENT, maint.	966.00
NORM'S DOOR SERVICE, bld&grnds	39.00
NOTARY PUBLIC, services	95.00
OCLC, dues	35.84
ODEY'S INC., bld&grnds	190.48
OFFICE DEPOT, supplies	439.38
OMAHA COMPOUND, equip.	824.29

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OMAHA WORLD HERALD, ads	9,318.43
ONE CALL CONCEPTS, services	405.95
O'REILLY AUTOMOTIVE STORES, maint.	129.19
ORIENTAL TRADING, library	83.94
OVERHEAD DOOR OF OMAHA, bld&grnds	3,345.50
PARAMOUNT, services	433.19
PAYLESS OFFICE, supplies	247.32
PEPSI COLA, supplies	359.48
PFEIFER, V., auto	100.00
PFEIFER, V., travel	60.00
PITNEY BOWES, supplies	204.00
PLAINS EQUIP, maint.	433.27
PREMIER-MIDWEST BEVERAGE CO, supplies	512.85
PRICE, M., travel	60.00
PROTEX CENTRAL, bld&grnds	180.00
PUBLIC AGENCY TRAINING COUNCIL, training	260.00
QUALITY BRANDS OF OMAHA, supplies	936.20
RAINBOW GLASS & SUPPLY, maint.	171.00
RICK NELSON PHOTOGRAPHY, services	90.00
RON TURLEY, services	1,100.00
SAPP BROS, maint.	110.50
SAPP BROS, supplies	94.84
SAPP BROS, supplies	139.99
SARPY COUNTY COURTHOUSE, services	3,629.03
SCOTTS BLUFF CO SHERIFF'S OFC, training	520.00
SHRED-SAFE, services	30.00
SIGN IT, supplies	180.00
SIRCHIE FINGER PRINT LABS, supplies	60.81
SMITH, M., auto	100.00
SMOOTHER CUT, services	1,244.50
SPELLMAN, T. training	377.63
SPRINT, phones	119.97
SPRINT, phones	62.19
STOLtenberg NURSERIES, bld&grnds	150.00
SUN COUNTRY DISTRIBUTING, maint.	288.74
SUPERCO SPECIALTY PRODUCTS, supplies	183.38
SWANK MOTION PICTURES, supplies	371.00
TARGET, services	58.90
TED'S MOWER SALES & SERVICE, equip.	104.79
THERMO KING CHRISTENSEN, maint.	427.11
TODCO BARRICADE COMPANY, rentals	315.00
UPS, postage	11.10
USI EDUCATION/GOVT SALES, supplies	236.88
VAIL, A., auto	100.00
VAN RU CREDIT CORPORATION	19.14
VERIZON, phone	815.37
WAL-MART, supplies	2,303.93
WILSON, S., travel	60.00
WORLD BOOK, books	1,396.00
ZEE MEDICAL, supplies	214.50

6. RESOLUTION – PURCHASE REPLACEMENT TREES, SHRUBS AND FLOWERS – OFF STREET PARKING DISTRICT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE REPLACEMENT OF TREES, SHRUBS AND FLOWERS AT OFF-STREET PARKING DISTRICT NUMBER 1 THROUGH STOLtenberg NURSERIES, BELLEVUE, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$8,434.00.

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WHEREAS, the City Council of the City of La Vista has determined that replacement of trees, shrubs and flowers at Off-Street Parking District Number 1 is necessary; and

WHEREAS, the FY 2013/13 Off-Street Parking Fund Budget contains 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 secures 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 authorize the replacement of trees, shrubs and flowers at Off-Street Parking District Number 1 through Stoltenberg Nurseries, Bellevue Nebraska in an amount not to exceed \$8,434.00.

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Crawford. Councilmember Gowan reviewed the claims for this period and stated everything was in order. Councilmember Sell inquired on item number 6 if there was a monitoring system. Public Works Director Soucie stated that there were signs directing trucks and larger longer vehicles to use the proper access to the parking lots. Councilmember Quick asked if people drive over the shrubs and trees. Soucie stated that Semi trucks, R.V.'s and vehicle pulling boats do. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Lindberg reminded Council that budget workshops are Monday July 15th and Wednesday July 17th and budget books would be ready for pickup on July 5th.

Police Chief Lausten stated that they would be monitoring for fireworks being set off after the 4th as code only allows setting off fireworks from June 25 – July 4.

B. ORDINANCE – AMEND SECTION 95.11 – LA VISTA MUNICIPAL CODE

Councilmember Sheehan introduced Ordinance No. 1194 entitled; AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 95.11; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Gowan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. The following voted nay: None. The following were absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question, "Shall Ordinance No. 1194 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. RESOLUTION – AWARD CONTRACT – AUDIT AND COMPREHENSIVE ANNUAL FINANCIAL REPORT

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-060; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,

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NEBRASKA AUTHORIZING THE CITY TO ENGAGE BKD, LLP, OMAHA NEBRASKA FOR THE CITY'S FINANCIAL STATEMENTS, FINANCIAL AUDITS, COMPREHENSIVE FINANCIAL REPORT (CAFR), QUARTERLY KENO OBSERVATIONS AND THE ANNUAL KENO AUDIT FOR THREE ONE YEAR RENEWABLE TERMS

WHEREAS, the City of La Vista has determined that all the auditor functions should be done by one company in order to maintain uniformity in reporting and interpreting; and

WHEREAS, BKD, LLP, has done the financial audit previously and Orizon CPAs prepared the financial statements and did the Keno audit and observation; and

WHEREAS, Orizon CPAs informed the City that it would no longer prepare the financial statement after the FY12 audit.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the engagement of BKD, LLP, Omaha Nebraska for the City's financial statement, financial audits, comprehensive financial report (CAFR), quarterly keno observations and the annual keno audit.

Seconded by Councilmember Quick. Councilmember Sheehan asked why we are doing a three year contract and why we aren't going out for bid. Finance Director Lindberg stated that the last time we went out for bid Orizon and BKD were the only bidders and we separated the audits and financial statements between the two. Orizon no longer wants to do a part of this so BKD is the only firm we have. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. The following voted nay: None. The following were absent: None. Motion carried.

D. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT – ALLIXA CONSULTING INC.

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-061; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALLIXA CONSULTING, INC., MAITLAND FLORIDA ON A CONTINGENCY FEE BASIS.

WHEREAS, the City Council of the City of La Vista has determined that an audit of the Telecommunications Occupation Taxes collected by the City is necessary; and

WHEREAS, Allixa Consulting, Inc. has provided a proposal to prepare such an audit; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve an agreement with Allixa Consulting, Inc., Maitland, Florida; on a contingency fee basis and the Mayor hereby is, authorized to execute same on behalf of the City in form and content satisfactory to the City Administrator in consultation with the City Attorney.

Seconded by Councilmember Sell. Discussion was held regarding the time this would take to complete. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. The following voted nay: None. The following were absent: None. Motion carried.

E. RESOLUTION – AWARD CONTRACT – ACTIVE NETWORK INC.

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-062; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA

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VISTA, NEBRASKA, AWARDING A CONTRACT TO ACTIVE NETWORK, INC., SAN DIEGO, CALIFORNIA IN AN AMOUNT NOT TO EXCEED \$14,233.00

WHEREAS, the City Council of the City of La Vista has determined that providing a payment system for customers to register and pay for programs online is necessary; and

WHEREAS, the FY 2012/13 Capital Fund Budget will provide funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Active Network, Inc., San Diego, California in an amount not to exceed \$14,233.00.

Seconded by Councilmember Hale. Councilmember Sheehan asked about the percentage charged on transactions under \$150.00. Recreation Program Coordinator South gave an overview of the companies they researched and most of them were asking \$20,000.00 upfront plus annual service fees and this company was a lower cost with no maintenance fees as it is cloud based. Councilmember Sell asked if this would draw more people in to the programs. South feels it will and it will be free advertising of the programs to a wide range of people. Councilmember stated that they should keep track to see if participation increases. South said they will keep track. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. The following voted nay: None. The following were absent: None. Motion carried.

F. EXECUTIVE SESSION – LAND ACQUISITION; CONTRACT NEGOTIATIONS

Mayor Kindig stated that there was nothing for executive session.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig thanked Councilmember Crawford for attending the CLAAS event and the Yahoo event.

At 7:22 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. The following voted nay: None. The following were absent: None. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the nine months ended June 30, 2013
75% of the Fiscal Year

	General Fund								Debt Service Fund								Capital Fund			
	Budget	MTD	YTD	Over/(under)	% of budget	Budget	MTD	YTD	Over/(under)	Budget	MTD	YTD	Over/(under)	Budget	MTD	YTD	Over/(under)			
	(12 month)	Actual	Actual	Budget	Used	Actual	Actual	Budget	Actual	Actual	Actual	Budget	Actual	Actual	Actual	Actual	Actual			
REVENUES																				
Property Taxes	\$ 5,595,836	\$ 76,761	\$ 3,055,562	\$ (2,540,273)	55%	\$ 637,325	\$ 5,936	\$ 359,335	\$ (277,990)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Sales and use taxes	2,033,982	269,547	3,174,105	1,140,123	156%	1,016,991	134,774	1,587,051	570,060	-	-	-	-	-	-	-	-			
Payments in Lieu of taxes	185,000	-	210,273	25,273	114%	-	-	25,748	25,748	-	-	-	-	-	-	-	-			
State revenue	1,073,300	104,166	986,057	(87,243)	92%	-	-	-	-	-	-	-	-	-	-	-	-			
Occupation and franchise taxes	750,000	13,477	643,160	(106,840)	86%	-	-	-	-	-	-	-	-	-	-	-	-			
Hotel Occupation Tax	684,682	73,325	521,974	(162,708)	76%	-	-	-	-	-	-	-	-	-	-	-	-			
Licenses and permits	418,750	44,639	352,359	(66,391)	84%	-	-	-	-	-	-	-	-	-	-	-	-			
Interest income	10,000	1,455	10,742	742	107%	20,000	447	4,238	(15,762)	-	-	-	-	-	-	-	-			
Recreation fees	124,000	18,199	104,448	(19,553)	84%	-	-	-	-	-	-	-	-	-	-	-	-			
Special Services	24,590	1,924	17,321	(7,269)	70%	-	-	-	-	-	-	-	-	-	-	-	-			
Grant income	179,665	8,745	300,015	120,350	167%	-	-	-	-	547,860	-	-	-	-	-	-	(547,860)			
Other	801,348	1,182,019	1,404,192	602,844	175%	993,450	76,093	(917,357)	170,807	3,243	584,773	413,966	-	-	-	-	-			
Total Revenues	11,881,153	1,794,257	10,780,208	(1,100,944)	91%	2,667,766	141,157	2,052,465	(615,301)	718,667	3,243	584,773	(133,894)	-	-	-	-			
EXPENDITURES																				
Current:																				
Mayor and Council	176,706	7,154	64,486	(112,220)	36%	-	-	-	-	-	-	-	-	-	-	-	-			
Boards & Commissions	12,350	1,102	5,131	(7,219)	42%	-	-	-	-	-	-	-	-	-	-	-	-			
Public Buildings & Grounds	562,487	38,123	321,412	(241,075)	57%	-	-	-	-	-	-	-	-	-	-	-	-			
Administration	836,777	75,676	604,645	(232,132)	72%	90,000	34	9,262	(80,738)	-	-	-	-	-	-	-	-			
Police and Animal Control	3,989,138	363,295	2,837,080	(1,152,058)	71%	-	-	-	-	-	-	-	-	-	-	-	-			
Fire	567,219	41,299	324,261	(242,958)	57%	-	-	-	-	-	-	-	-	-	-	-	-			
Community Development	673,722	45,322	393,738	(279,984)	58%	-	-	-	-	-	-	-	-	-	-	-	-			
Public Works	3,204,843	259,966	2,091,406	(1,113,437)	65%	-	-	-	-	-	-	-	-	-	-	-	-			
Recreation	659,488	64,606	384,753	(274,735)	58%	-	-	-	-	-	-	-	-	-	-	-	-			
Library	679,093	53,493	455,724	(223,369)	67%	-	-	-	-	-	-	-	-	-	-	-	-			
Human Resources	454,611	6,990	394,828	(59,783)	87%	-	-	-	-	-	-	-	-	-	-	-	-			
Special Services & Tri-City Bus	93,684	6,674	49,970	(43,714)	53%	-	-	-	-	-	-	-	-	-	-	-	-			
Capital outlay	215,500	86,270	161,501	(53,999)	75%	-	-	-	-	-	-	-	-	1,981,084	3,243	584,773	(1,396,311)			
Debt service: (Warrants)	-	-	-	-	-	2,565,000	-	2,540,174	(24,826)	-	-	-	-	-	-	-	-			
Principal	-	-	-	-	-	803,307	196,425	763,873	(39,434)	-	-	-	-	-	-	-	-			
Total Expenditures	12,125,618	1,049,971	8,088,936	(4,036,682)	67%	3,458,307	196,459	3,313,309	(144,998)	1,981,084	3,243	584,773	(1,396,311)	-	-	-	-			
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(244,465)	744,287	2,691,273	(2,935,738)	-1101%	(790,541)	(55,303)	(1,260,845)	470,304	(1,262,417)	-	-	-	-	-	-	(1,262,417)			
OTHER FINANCING SOURCES (USES)																				
Operating transfers in (out)	(1,237,630)	-	-	1,237,630	-	(109,369)	-	-	109,369	1,262,417	-	-	-	-	-	-	(1,262,417)			
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Total other Financing Sources (Uses)	(1,237,630)	-	-	1,237,630	-	(109,369)	-	-	109,369	1,262,417	-	-	-	-	-	-	(1,262,417)			
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (1,482,095)	\$ 744,287	\$ 2,691,273	\$ (4,173,368)	-	\$ (899,910)	\$ (55,303)	\$ (1,260,845)	\$ 360,935	\$ -	\$ -	\$ -	\$ -	\$ 5,162,786	\$ 660,518	\$ 3,901,941	\$ 660,518			
FUND BALANCE, beginning of the year				5,392,485																
FUND BALANCES, END OF PERIOD				\$ 8,083,758													\$ 660,518			



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

BUDGET AND ACTUAL
For the nine months ended June 30, 2013
75% of the Fiscal Year

	Sewer Fund					Golf Course Fund				
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used
REVENUES										
User fees	\$ 2,395,988	\$ 175,162	\$ 1,755,228	\$ (640,760)	73%	\$ 183,000	\$ 28,711	\$ 104,311	\$ (78,689)	57%
Service charge and hook-up fees	125,000	4,400	138,549	13,549	111%					
Merchandise sales	-	-	-	-	-	34,400	6,378	19,305	(15,095)	56%
Grant	-	-	24,082	24,082	n/a	-	-	-	-	-
Miscellaneous	200	31	798	598	399%	300	33	168	-	56%
Total Revenues	2,521,188	179,593	1,918,657	(602,531)	76%	217,700	35,122	123,784	(93,783)	57%
EXPENDITURES										
General Administrative	489,982	43,765	345,243	(144,739)	70%	-	-	-	-	-
Cost of merchandise sold	-	-	-	-	-	29,704	3,489	19,325	(10,379)	65%
Maintenance	2,088,906	60,828	926,285	(1,162,621)	44%	163,461	13,594	115,804	(47,657)	71%
Production and distribution	-	-	-	-	-	148,840	18,264	95,025	(53,815)	64%
Capital Outlay	40,000	36,000	36,000	(4,000)	90%	14,000	-	-	(14,000)	0%
Debt Service:										
Principal	-	-	-	-	-	120,000	-	120,000	-	100%
Interest	-	-	-	-	-	10,083	-	6,676	(3,407)	66%
Total Expenditures	2,618,888	140,592	1,307,527	(1,311,361)	50%	486,088	35,347	356,830	(129,258)	73%
OPERATING INCOME (LOSS)	(97,700)	39,000	611,129	(708,829)	-	(268,388)	(225)	(233,046)	35,474	-
NON-OPERATING REVENUE (EXPENSE)										
Interest income	5,000	720	2,204	(2,796)	44%	25	4	81	56	326%
	<u>5,000</u>	<u>720</u>	<u>2,204</u>	<u>(2,796)</u>	<u>44%</u>	<u>25</u>	<u>4</u>	<u>81</u>	<u>56</u>	<u>326%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(92,700)	39,720	613,333	(706,033)	-	(268,363)	(220)	(232,965)	35,398	-
OTHER FINANCING SOURCES (USES)										
Operating transfers in (out)	-	-	-	-	-	265,000	-	-	(265,000)	0%
NET INCOME (LOSS)	\$ (92,700)	\$ 39,720	\$ 613,333	\$ (706,033)	-	\$ (3,363)	\$ (220)	\$ (232,965)	\$ 229,602	-
NET ASSETS, Beginning of the year			<u>5,719,344</u>						<u>357,613</u>	
NET ASSETS, End of the year			<u>6,332,677</u>						<u>124,648</u>	

A.4



Thompson, Dieressen & 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
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 99699
Date 06/19/2013
Project 0171-406 120TH AND GILES ROAD
TRAFFIC SIGNAL

Professional Services through June 19, 2013

P. O. #13-0097

Description	Current Billed
Survey - Topography	2,126.05
Construction Staking	0.00
Total	2,126.05

Invoice total 2,126.05

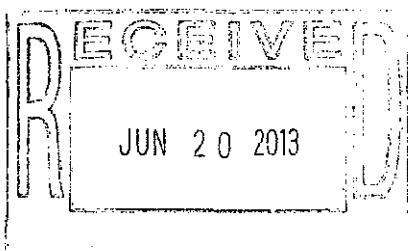
Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay

05.71.0858

efMK

7-1-2013



Consent Agenda 7/16/13



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

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
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 99724
Date 06/25/2013
Project 0171-409 LILLIAN & JAMES
INTERSECTION

Professional Services through June 02, 2013

P. O. #13-0097

Description	Current Billed
Engineering Services - Prepare Plans for Intersection	2,567.50
Total	2,567.50

Invoice total 2,567.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
99724	06/25/2013	2,567.50	2,567.50				
	Total	2,567.50	2,567.50	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
05.71.0864
JMK
7-1-2013

Consent Agenda 7/16/13

Strategic Government Resources, Inc.

A.L

Post Office Box 1642
Keller, Texas 76244
817-337-8581

Invoice

Date	Invoice #
6/18/2013	6654

City Contact Info

City of La Vista
Rita Ramirez, Asst City Administrator
8116 Park View Blvd.
La Vista, NE 68128-2198

P.O. Number	Terms

Description	Price Each	Quantity	Amount
Consulting for Cities of La Vista and Papillion - Cost-Benefit Analysis for construction of joint public works building			
First Installment - 70 percent of Professional Fee of \$17,952 (paid 50/50 by each city)	12,566.40	0.5	6,283.20
Reimbursable Travel Expenses - March 5 & 6 - Rob Franke (paid 50/50 by each city)			
Airfare	419.10	0.5	209.55
Rental Car	81.20	0.5	40.60
Mileage to and from airport	26.64	0.5	13.32
Airport Parking	28.00	0.5	14.00
Tolls	5.16	0.5	2.58
Hotel	157.58	0.5	78.79
Meals	100.00	0.5	50.00

Thank you for your business!

Total \$6,692.04

R. Ramirez
7-2-13
08.81.0303

Regional Government Services

A.7

Regional Government Services
PO Box 1350
Carmel Valley, CA 93924

jkise@rgs.ca.gov
http://www.rgs.ca.gov

Invoice

Date	Invoice #
06/30/2013	3486
Terms	Due Date
Net 30	07/30/2013

Bill To
City of La Vista

Amount Due	Enclosed
\$5,000.00	

Please detach top portion and return with your payment.

Date	Activity	Amount
06/30/2013	Consulting services by Charlie Francis	5,000.00

Consent Agenda
8-6-13
01.14.0303 \$3,500
02.42.0303 \$1,500

We appreciate your business.

Total \$5,000.00

APCHCKRP
02.05.13

Thu Jul 11, 2013 5:19 PM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 1

A 8

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 Bank of Nebraska (600-873)

46246 Payroll Checks
Thru 46247

46248 Gap in Checks
Thru 111529

111530	7/03/2013	1270 PREMIER-MIDWEST BEVERAGE CO		399.50		**MANUAL**
111531	7/03/2013	143 THOMPSON DREESSEN & DORNER		66,824.29		**MANUAL**
111532	7/03/2013	3739 FELSBURG HOLT & ULLEVIG		6,991.55		**MANUAL**
111533	7/03/2013	3702 LAUGHLIN, KATHLEEN A, TRUSTEE		474.00		**MANUAL**
111534	7/03/2013	4867 VAN RU CREDIT CORPORATION		52.84		**MANUAL**
111535	7/16/2013	3348 3M		4,535.00		
111536	7/16/2013	4545 4 SEASONS AWARDS		115.00		
111537	7/16/2013	4624 911 CUSTOM LLC		7,988.14		
111538	7/16/2013	4354 A-RELIEF SERVICES INC		225.00		
111539	7/16/2013	3983 ABE'S PORTABLES INC		301.57		
111540	7/16/2013	3200 ABRAHAMS KASLOW & CASSMAN LLP		638.28		
111541	7/16/2013	4332 ACCO UNLIMITED CORP		341.70		
111542	7/16/2013	886 ACCURATE TESTING INC		195.95		
111543	7/16/2013	762 ACTION BATTERIES UNLTD INC		119.94		
111544	7/16/2013	268 AKSARBEN HEATING/ARS		5,480.00		
111545	7/16/2013	571 ALAMAR UNIFORMS		123.98		
111546	7/16/2013	87 AMERICA'S FENCE STORE INC		30.00		
111547	7/16/2013	3140 ARCMATE MANUFACTURING CORP		195.15		
111548	7/16/2013	3754 AUSTIN PETERS GROUP INC		1,400.00		
111549	7/16/2013	3754 AUSTIN PETERS GROUP INC		4,500.00		
111550	7/16/2013	2945 AVI SYSTEMS INC		912.00		
111551	7/16/2013	201 BAKER & TAYLOR BOOKS		572.70		
111552	7/16/2013	849 BARONE SECURITY SYSTEMS		235.00		
111553	7/16/2013	1839 BCDM-BERINGER CIACCIO DENNELL		787.50		
111554	7/16/2013	4781 BISHOP BUSINESS EQUIPMENT		945.24		
111555	7/16/2013	196 BLACK HILLS ENERGY		67.10		
111556	7/16/2013	2757 BOBCAT OF OMAHA		197.12		
111557	7/16/2013	76 BUILDERS SUPPLY CO INC		112.44		
111558	7/16/2013	4886 CADY-JONES, CHRISTINE		300.00		
111559	7/16/2013	2625 CARDMEMBER SERVICE-ELAN		.00	**CLEARED** **VOIDED**	
111560	7/16/2013	2625 CARDMEMBER SERVICE-ELAN		.00	**CLEARED** **VOIDED**	
111561	7/16/2013	2625 CARDMEMBER SERVICE-ELAN		.00	**CLEARED** **VOIDED**	
111562	7/16/2013	2625 CARDMEMBER SERVICE-ELAN		5,155.45		
111563	7/16/2013	219 CENTURY LINK		168.52		
111564	7/16/2013	3815 CIVIC PLUS		3,333.34		
111565	7/16/2013	83 CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**	
111566	7/16/2013	83 CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**	
111567	7/16/2013	83 CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**	
111568	7/16/2013	83 CJ'S HOME CENTER		.00	**CLEARED** **VOIDED**	
111569	7/16/2013	83 CJ'S HOME CENTER		899.47		
111570	7/16/2013	468 CONTROL MASTERS INCORPORATED		1,585.08		
111571	7/16/2013	2158 COX COMMUNICATIONS		67.15		
111572	7/16/2013	3136 D & D COMMUNICATIONS		282.73		

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
111573	7/16/2013	2149	DOUGLAS COUNTY SHERIFF'S OFC	675.00					
111574	7/16/2013	4385	DREWEL, RANDY	275.00					
111575	7/16/2013	4559	EASTERN NEBR SOCCER ASSN	350.00					
111576	7/16/2013	4397	EASYWAY INTERNATIONAL LLC	1,527.00					
111577	7/16/2013	3334	EDGEWEAR SCREEN PRINTING	777.65					
111578	7/16/2013	4012	EMBASSY SUITES HOTEL	258.94					
111579	7/16/2013	3789	ESRI INC	2,350.00					
111580	7/16/2013	1235	FEDEX KINKO'S	174.15					
111581	7/16/2013	1245	FILTER CARE	45.20					
111582	7/16/2013	439	FIREGUARD INC	112.50					
111583	7/16/2013	142	FITZGERALD SCHORR BARMETTLER	.00	**Cleared**	**Voided**			
111584	7/16/2013	142	FITZGERALD SCHORR BARMETTLER	29,668.64					
111585	7/16/2013	1344	GALE	71.22					
111586	7/16/2013	1161	GALLS, AN ARAMARK COMPANY	53.50					
111587	7/16/2013	4644	GARROD, MANDY	196.81					
111588	7/16/2013	966	GENUINE PARTS COMPANY-OMAHA	.00	**Cleared**	**Voided**			
111589	7/16/2013	966	GENUINE PARTS COMPANY-OMAHA	.00	**Cleared**	**Voided**			
111590	7/16/2013	966	GENUINE PARTS COMPANY-OMAHA	1,246.03					
111591	7/16/2013	164	GRAINGER	193.06					
111592	7/16/2013	285	GRAYBAR ELECTRIC COMPANY INC	447.96					
111593	7/16/2013	71	GREENKEEPER COMPANY INC	494.00					
111594	7/16/2013	3470	HAMILTON COLOR LAB INC	30.00					
111595	7/16/2013	1744	HEARTLAND AWARDS	32.25					
111596	7/16/2013	2407	HEIMES CORPORATION	300.44					
111597	7/16/2013	4178	HERITAGE CRYSTAL CLEAN LLC	578.10					
111598	7/16/2013	2888	HOME DEPOT CREDIT SERVICES	60.72					
111599	7/16/2013	526	HOST COFFEE SERVICE INC	71.70					
111600	7/16/2013	136	HUNTEL COMMUNICATIONS, INC	1,107.96					
111601	7/16/2013	1498	INDUSTRIAL SALES COMPANY INC	111.15					
111602	7/16/2013	675	INTERSTATE POWER SYSTEMS INC	154.22					
111603	7/16/2013	2296	IOWA STATE UNIVERSITY, TREAS	100.00					
111604	7/16/2013	4821	KAMMERER, MICHAEL F	50.00					
111605	7/16/2013	2394	KRIHA FLUID POWER CO INC	103.14					
111606	7/16/2013	4841	LAST MILE NETWORK CONSULTING	.00	**Cleared**	**Voided**			
111607	7/16/2013	4841	LAST MILE NETWORK CONSULTING	351.88					
111608	7/16/2013	1241	LEAGUE ASSN OF RISK MGMT	18.00					
111609	7/16/2013	4887	LICHTUS, LORI	155.00					
111610	7/16/2013	1288	LIFE ASSIST	160.00					
111611	7/16/2013	4519	LINCOLN EQUIPMENT INC	809.55					
111612	7/16/2013	4254	LINCOLN NATIONAL LIFE INS CO	.00	**Cleared**	**Voided**			
111613	7/16/2013	4254	LINCOLN NATIONAL LIFE INS CO	10,289.27					
111614	7/16/2013	4300	LINCOLN TENT	425.00					
111615	7/16/2013	1573	LOGAN CONTRACTORS SUPPLY	292.49					
111616	7/16/2013	2664	LOU'S SPORTING GOODS	19.95					
111617	7/16/2013	263	LOVELAND GRASS PAD	154.40					
111618	7/16/2013	838	LYMAN-RICHEY SAND & GRAVEL CO	214.84					
111619	7/16/2013	544	MAPA-METRO AREA PLANNING AGNCY	500.00					
111620	7/16/2013	919	MARTIN MARIETTA AGGREGATES	197.49					
111621	7/16/2013	877	MATHESON TRI-GAS INC	102.00					
111622	7/16/2013	3061	MES-MIDAM	506.35					
111623	7/16/2013	153	METRO AREA TRANSIT	467.00					
111624	7/16/2013	553	METROPOLITAN UTILITIES DIST.	524.03					
111625	7/16/2013	4879	MIDLANDS PRINTING & BUSINESS	147.01					

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02.05.13

Thu Jul 11, 2013 5:19 PM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 3

BANK NO BANK NAME

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DATE VENDOR NO VENDOR NAME

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MANUAL

111626	7/16/2013	2299 MIDWEST TAPE	909.77
111627	7/16/2013	2683 MLB LOGISTICS	312.16
111628	7/16/2013	2382 MONARCH OIL INC	577.50
111629	7/16/2013	288 MOTOROLA SOLUTIONS INC	19,452.41
111630	7/16/2013	1804 NEBRASKA BUSINESS ELECTRONICS	213.00
111631	7/16/2013	975 NEBRASKA CRIME COMMISSION	7.50
111632	7/16/2013	3303 NEBRASKA WELDING LTD	79.38
111633	7/16/2013	440 NMC EXCHANGE LLC	44.36
111634	7/16/2013	1831 O'REILLY AUTOMOTIVE STORES INC	14.70
111635	7/16/2013	1014 OFFICE DEPOT INC	452.15
111636	7/16/2013	79 OMAHA COMPOUND COMPANY	110.50
111637	7/16/2013	195 OMAHA PUBLIC POWER DISTRICT	.00
111638	7/16/2013	195 OMAHA PUBLIC POWER DISTRICT	.00
111639	7/16/2013	195 OMAHA PUBLIC POWER DISTRICT	54,523.56
111640	7/16/2013	46 OMAHA WORLD HERALD COMPANY	1,787.67
111641	7/16/2013	109 OMNIGRAPHICS INC	81.85
111642	7/16/2013	4815 ONE CALL CONCEPTS INC	569.35
111643	7/16/2013	4884 ONSET COMPUTER CORPORATION	1,754.00
111644	7/16/2013	165 PALFLEET TRUCK EQUIPMENT	3,580.01
111645	7/16/2013	3039 PAPILLION SANITATION	1,455.88
111646	7/16/2013	2686 PARAMOUNT LINEN & UNIFORM	309.06
111647	7/16/2013	4553 PARTSMASTER	106.95
111648	7/16/2013	569 PAUL CONWAY SHIELDS	557.74
111649	7/16/2013	4654 PAYFLEX SYSTEMS USA INC	250.00
111650	7/16/2013	4037 PERFORMANCE FORD	392.14
111651	7/16/2013	1784 PLAINS EQUIPMENT GROUP	131.08
111652	7/16/2013	2429 POWER PLAN	34.04
111653	7/16/2013	1270 PREMIER-MIDWEST BEVERAGE CO	399.50
111654	7/16/2013	3814 PSI PLASTIC GRAPHICS	400.56
111655	7/16/2013	1713 QUALITY AUTO REPAIR & TOWING	81.00
111656	7/16/2013	4888 RALSTON AREA BASEBALL ASSN	690.00
111657	7/16/2013	3774 RETRIEVEX	.00
111658	7/16/2013	3774 RETRIEVEX	96.72
111659	7/16/2013	41 SALEM PRESS	340.10
111660	7/16/2013	292 SAM'S CLUB	1,619.52
111661	7/16/2013	487 SAPP BROS PETROLEUM INC	426.93
111662	7/16/2013	3069 STATE STEEL OF OMAHA	99.23
111663	7/16/2013	3795 SUN COUNTRY DISTRIBUTING LTD	58.20
111664	7/16/2013	4276 SUPERIOR VISION SVCS INC	375.20
111665	7/16/2013	264 TED'S MOWER SALES & SERVICE	255.83
111666	7/16/2013	161 TRACTOR SUPPLY CREDIT PLAN	22.57
111667	7/16/2013	3735 TY'S OUTDOOR POWER & SVC INC	201.66
111668	7/16/2013	2426 UNITED PARCEL SERVICE	85.53
111669	7/16/2013	300 UTILITY EQUIPMENT COMPANY	139.42
111670	7/16/2013	78 WASTE MANAGEMENT NEBRASKA	652.56
111671	7/16/2013	984 ZIMCO SUPPLY COMPANY	162.25

342901

Payroll Checks

Thru 360901

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02.05.13

Thu Jul 11, 2013 5:19 PM

City of LaVista
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

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BANK NO BANK NAME

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CHECK AMOUNT CLEARED VOIDED MANUAL

BANK TOTAL	266,917.37
OUTSTANDING	266,917.37
CLEARED	399.50
VOIDED	399.50

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	144,389.63	144,389.63	.00	.00
02 SEWER FUND	14,420.58	14,420.58	.00	.00
03 ECONOMIC DEVELOPMENT B.G.	2,027.00	2,027.00	.00	.00
05 CONSTRUCTION	97,438.17	97,438.17	.00	.00
08 LOTTERY FUND	2,565.36	2,565.36	.00	399.50
09 GOLF COURSE FUND	4,975.81	4,975.81	.00	.00
15 OFF-STREET PARKING	1,100.82	1,100.82	.00	.00

REPORT TOTAL	266,917.37
OUTSTANDING	266,917.37
CLEARED	399.50
VOIDED	399.50

+ Gross Payroll 07/05/13 258,661.81

GRAND TOTAL \$525,579.18

APPROVED BY COUNCIL MEMBERS 07/16/13

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA**

Subject:	Type:	Submitted By:
REQUEST FOR PROPOSALS (RFP) COUNCIL CHAMBERS TECHNOLOGY UPDATE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

A resolution has been prepared authorizing a Request for Proposals for professional services to update the technology of the Harold "Andy" Anderson Council Chamber.

FISCAL IMPACT

The FY 12/13 Capital Fund provides funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The technology utilized in the council chambers has not been updated since City Hall was constructed in 1995. The City's Information Technology Strategic Plan has identified deficiencies in the technology of the council chambers.

A subcommittee of the IT Committee has been formed to update the technology of the chambers. This subcommittee has held four meetings with city staff and council members to gather input on the deficiencies of the current technology in the chambers and to recommend possible improvements. The attached RFP was then developed to acquire professional services to update the chambers.

Proposals will be due August 26, 2013 at noon with the approximate contract award date of September 17, 2013.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO UPDATE THE TECHNOLOGY OF THE HAROLD "ANDY" ANDERSON COUNCIL CHAMBER.

WHEREAS, the Mayor and Council have determined the Council chambers technology update is necessary, and

WHEREAS, the FY 2012/13 Capital Fund Budget provides funding for the proposed project; and

WHEREAS, Proposals will be due August 26, 2013 with the approximate contract award date of September 17, 2013;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for professional services to update the technology of the Harold "Andy" Anderson Council Chamber.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
REQUEST FOR PROPOSAL
COUNCIL CHAMBERS TECHNOLOGY UPDATE

NOT AN ORDER

From: City of La Vista
City Clerk
8116 Park View Blvd.
La Vista, Nebraska 68128

Published: *July 24, 2013*

PROPOSALS DUE:
August 26, 2013 at 12:00pm (noon)
La Vista City Hall
8116 Park View Blvd.

(Contract Award Scheduled for 9/17/2013)

The City of La Vista is requesting proposals for the *Council Chambers Technology Update*. The proposal should *consist of an update to the City Council Chambers located within the La Vista City Hall. There are basic specifications attached.*

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS
(Incorporated herein and made part of these specifications)

1. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
2. The City of La Vista (hereinafter referred to as the "City") reserves the right to reject any or all bids, to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the City to be in its best interest. The right is also reserved to accept or reject any part of bid unless otherwise indicated by Contractor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, the full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. BID PRICE ON EQUIPMENT TO BE F.O.B. CITY OF LA VISTA, NEBRASKA AND SHOULD INCLUDE ALL SHIPPING AND DELIVERY CHARGES.
6. Equipment must be of current date (latest model) and meet specifications. The equipment bid shall meet all current Federal Government and State of Nebraska Safety Regulations. Bidder shall be either a manufacturer, factory branch, or agent, engaged in the business of selling, leasing and servicing the equipment offered. All equipment provided shall be equipped with

all factory standard equipment for the model bid. The successful bidder must maintain a full line of replacement parts in order to render the machine serviceable to the City and be able to maintain a service response time of three hours or less.

7. Prices quoted shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.
8. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specification herein in regard to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the Contractor.
9. Warranties for the products purchased as part of this project shall be provided to the City.
10. Each bidder shall submit all necessary catalogs, descriptive literature, etc. needed to describe fully the material the contractor has proposed to furnish.
11. Any bidder's exceptions to those terms and conditions or deviations from the written specifications shall be shown in writing on the attached bid form exception sheets. However, such exceptions may be cause for rejection of the bid.
12. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, with corrections typed adjacent and must be initialed in ink by person signing the proposal.
13. No bid may be withdrawn after the scheduled bid due date for at least sixty (60) days.
14. Bids must be submitted on the forms provided in a sealed envelope plainly marked "**SEALED BID**" with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the Contractor name.
14. **Questions should be directed to Pam Buethe, City Clerk, at 402-331-4343 or by e-mail to pbuethe@cityoflavista.org before quotation is submitted.** As required by State Law, neither the Contractor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

ADDITIONAL REQUIREMENTS

Notwithstanding anything in these specifications to the contrary:

1. Purchase Order. The City shall issue a purchase order to the successful bidder that contains "Terms of Purchase." By submitting its bid, each bidder agrees to be bound by all terms and conditions of said purchase order if it becomes the successful bidder.
2. Taxes. Purchases by the City are exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.
3. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of, or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require the prior written approval of the Mayor and City Council of the City of La Vista.
4. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City. The purpose of this RFP is to establish a contract with a qualified Contractor to provide a high-definition technology upgrade for the Council Chambers video projection, presentation, and broadcasting equipment necessary to meet the future needs of the City.

1.02 Contact Person, Telephone, Fax Number, and Email

Pam Buethe, City Clerk, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the Contractor being disqualified.

Pam Buethe, City Clerk
Phone: 402-331-4343
Fax: 402-331-4375
Email: pbuethe@cityoflavista.org

1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

• RFP approval:	July 16, 2013
• RFP published:	July 24, 2013
• Preproposal meetings:	Week of August 5, 2013
• Deadline for questions:	August 14, 2013
• Proposals due (12:00-Noon):	August 26, 2013
• City awards a Contract approximately:	September 17, 2013
• City issues contract approximately:	September 24, 2013
• Work to be complete by:	January 15, 2014

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Contractors must submit one (1) original hard copy marked "Original" and six (6) hard copies of the proposal in a sealed envelope or package and one copy on CD or DVD.

Cost proposals are to be submitted in a separate sealed envelope or package clearly labeled "Cost Proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt.

Envelopes or packages must be addressed as follows:

City of La Vista
Attention: Pam Buethe
Request for Proposals (RFP: Council Chambers Technology Update)
8116 Park View Blvd.
La Vista, NE 68128

Proposals must be received by the City Clerk's Office at the location specified no later than **12:00 (Noon), Central Standard Time, on August 26, 2013.**

Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Contractors assume the risk of the method of dispatch chosen. The City of La Vista ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Contractor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addendum

Questions regarding this RFP shall be submitted in writing to Pam Buethe, City Clerk, at pbuethe@cityoflavista.org. Answers to questions will be posted on the City's website. The deadline for questions is 12:00 (Noon) Central Standard Time, August 14, 2013.

Preproposal meetings will be held on a reservation basis at the La Vista City Hall, 8116 Park View Blvd., La Vista, NE, during the week of August 5, 2013, to answer questions and walk through the facility.

If deemed necessary, an addendum to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., August 15, 2013.

Responding Contractors are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the City Clerk. Other means of communications or contact may disqualify the submitting Contractor.

Section 2 Scope of Work

2.01 Introduction

The City Council Chambers is the facility where elected officials, City staff, and the public meet to conduct official City business. The primary use of this facility is to host Regular and Special City Council meetings, City Council Informational meetings, City Council Committee meetings, and Planning Commission meetings. A secondary use of this facility is as a meeting center for other City meetings.

The Chambers has a curved front desk that seat up to 11. Two desks behind the chamber desk seat a total of three. All desks face a public seating area that seats 92.

This project will replace most of the current presentation and broadcasting equipment, which was originally installed in 1995. The original equipment includes 16 microphones, one large and two small desks, podium, an undersized retractable projection screen, sound system mounted in a rack in a cabinet, six speakers projecting in to the chambers and two in the foyer, tape recorder and press feeds tied in to the sound system, floor-mounted electrical outlets at the front of the room.

2.02 Scope of Work—General Specifications

- This project includes an engineered system design, equipment/furniture selection, installation, and integration of various presentation, and audiovisual (AV) equipment located in the City Council Chambers. The La Vista City Hall is located at 8116 Park View Blvd., La Vista, NE.
- This upgrade will:
 - Create a high-quality, high-definition, state-of-the-art presentation system to facilitate meetings and presentations held in the Council Chambers.
 - Create a technology-friendly City Council Chambers that will facilitate AV presentations for City employees and the public.
 - To the extent possible, integrate some of the existing AV equipment/furniture with proposed AV equipment/furniture; however, quality of performance will not be sacrificed.
 - Contractor should evaluate City Council Chambers and provide a cost proposal for an engineered turnkey solution to replace the systems currently in place and upgrade the room with high-definition video and presentation equipment.
 - Installation and configuring of equipment, including any and all other cabling installation, as well as modifications/replacement of the podium.
 - Provide staff training on the use of the entire system.

- Contractor must be able to provide onsite service within 48 hours for service calls and a fix within four business days, as well as three years ongoing support and maintenance for all installed equipment. Contractor shall also provide any firmware and software updates.

2.03 Contractor—Installation

- The Contractor shall be responsible for the storage, handling, and installation of the systems in accordance with these specifications and the conditions of the manufacturer's specifications and warranty.
- At the time of installation, systems will be rejected if they have defects, flaws, or damage incurred during manufacture, transportation, storage, or handling. Damaged material shall be removed and replaced at no additional cost to the City.
- Contractor shall state how long installation will take. System shall be installed on appropriate mounting hardware. System shall be installed by manufacturer-trained personnel.
- Contractor shall work with staff to accommodate the various meetings held in the chambers while construction is underway. The chambers shall be fully or near fully functional during these meetings.

2.04 Subcontracting

A list of all contract's subcontractors shall be made available to the City upon request.

2.05 Equipment Requirements/Specifications

Contractor must be able to provide complete high-definition video projection and presentation solution and be able to attend meetings on site as required. Installation and training must be provided to the City's satisfaction. Include warranty information in proposal.

Required Key Features

Contractor must provide, install, and connect the following:

1. Presentation system/podium upgrade:

- **High-definition projector:**
 - Provide a solution for a ceiling-mounted high-definition projector located in the City Council Chambers. Output of projector will appear on projector screen and be viewable on monitors mounted to the Chamber desk.
 - Include mounting and any other work to support the projector.
 - Ambient light should not affect on-screen image, double bulb preferred.
 - Projector will be used to display output from:
 - Two computers.
 - DVD/Blu-ray player.
 - Document camera.
 - Output from annotation device.
- **High-definition projector screen:**
 - High-definition projector screen to be installed in the City Council Chambers, replacing the current screen in the City Council Chambers. Contractor to provide a solution to improve screen location for better viewing for the public. Also provide an option to add multiple screens for audience viewing.
 - 16:9 HDTV projection screen.
 - Ability to raise and lower screen via switch on wall.
 - Quiet motor.
 - Low voltage.
 - Contractor responsible for complete installation/reconfiguration of mounting and installation of projection screen and optional multiple screens.
- **High-definition televisions (2) in foyer:**
 - High-definition televisions to be installed immediately outside of the City Council Chambers, in the foyer under the existing speakers, to display presentations during times of overflow audiences.
 - 1080P HDTV.
 - Installed with a digital media controller allowing connection to the content displayed in the City Council Chambers or independent media.

- **Eleven (11) LCD monitors, providing one monitor between each council member chair on the Chamber desk and an auxiliary viewing location at the southwestern desk within the chambers.**
 - Monitors will have to be mounted in manner to not block the view of persons in council member chairs to the persons addressing the council from the Chambers' floor in front of the Chamber desk.
 - Monitors will be fed by source router
- **Podium replacement. Replace existing podium with a new podium to allow easier method for presenter to present/view PowerPoint slides and access video while giving presentation. Contractor is responsible for installing a new podium. The podium needs to also be capable of being turned around so speaker can face audience, or moved aside to clear space on Chambers floor. Complete with a removable umbilical connection.**

Functions needed at podium:

- The podium shall include space for the installation of a Computer will be provided by the City. Contractor shall provide the mounted LCD monitor. Network connections shall be provided.
- A wireless keyboard and mouse mounted within easy reach of the presenter.
- External laptop hookup at podium with network access.
- A document camera.
- A microphone.
- Provide multiple ways to incorporate playing audio and video from podium.
- LCD monitor should be able to annotate

2. Touch-panel control system:

- The touch panel shall be located at City Clerk's position at southeast desk.
- Functions to include in touch panel:
 - Control presentation equipment located in City Council Chambers, including selection of projector, DVD/Blu-ray player, document camera, or video input turning projector on and off.
 - City Clerk's desk will be able to have full control routing of video and audio from all inputs.
 - City will determine which functions are needed at each touch panel.
- Provide for touch pad control.

3. Audio equipment:

- Install shock mounts for 15 existing gooseneck microphones on Chamber desk and the desks in the southwest and southeast corners behind the Chamber desk.

- Incorporation of a wireless microphone with adequate wireless coverage.
- Replace the existing audio mixer/compressor. Connect existing microphones and four Press Feed connections on west wall.
- Replace existing cassette recorder with a hard drive recorder. Hard drive recorder shall be accessible through the network to access audio recordings remotely.
- Add a new amplifier for the overflow speakers in the foyer. Existing amplifier is new and adequate for existing speaker system within the City Council Chambers.
- Replace existing ceiling-mounted speakers with pendant-style speakers.

4. Miscellaneous equipment:

- A VGA/DVI and HDMI connection at the City Clerk's desk and the center of the Chambers desk.
- DVD/Blu-ray player. Installation location to be discussed with City.
- Any additional hardware and cabling required for complete installation.
- Installation of additional cabling for use of possible future camera system.
- All cables, connectors, amplifiers, and miscellaneous products not specified in RFP but necessary for project completion must be provided by the contractor.
- Provide backup UPS/power surge system. Contractor to provide recommendation on what equipment should be protected. The primary objective is to protect the equipment from power outages and spikes. The backup UPS/power surge system should sustain the running of the equipment running during a meeting in the event of a power outage for a minimum of 15 minutes.

5. If the following current equipment/furniture located in the City Council Chambers isn't compatible with the overall solution being proposed, provide new replacement equipment/furniture for the following:

- Video/audio cabling.
- Racks, shelves, cabling, and desks.

6. Complete installation, programming, and labor costs for all software and equipment. All operating and maintenance manuals shall be included. Contractor shall provide documentation and drawings of configuration.

7. Include information describing the maintenance support you are able to provide (include average turnaround time).

8. Alternate 1: Replace proposed projector/display system with two (2) 70" LED televisions. Installation complete with connection to presentation system.

9. Alternate 2: Two additional televisions on the sidewalls in the audience area.

10. Alternate 3: Replace voting system.

Replacement of existing with a four-button voting panel at each council member location (11). In place of the existing wall mounted voting results tally board, results should be displayed on the new video presentation system.

- New voting system shall be fully configurable for the different councils, commissions, and committees that use the chambers.
- Control of the system shall be held at the City Clerk's desk behind the main council desk.

11. Alternate 4: Add audio/visual capabilities to Conference Room

The City's conference room currently seats approximately 10 and includes no built-in audio/visual capabilities. This bid alternate would incorporate:

- **A ceiling-mounted projector**
 - Ambient light should not affect on-screen image, double bulb preferred.
- **A ceiling-mounted projection screen**
 - 16:9 HDTV projection screen
 - Ability to raise and lower screen via switch on wall.
 - Quiet motor
 - Low voltage
- **Ceiling-mounted speakers**
- **Conference table based connections to audio/video equipment**
- Necessary associated equipment, cabling and installation-related work

2.06 Cost Proposal

The City is requesting a complete itemized cost proposal including all options. All prices should include equipment, software, cabling, electrical, any necessary drywall repairs, installation, labor, shipping, performance bond, and surcharges, etc. Based on the available budget, the City reserves the right to ask for revised pricing from the awarded contractor to modify the needs of the City.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

The submittal must contain the following information:

1. **Cover Letter.** Provide name and address of the Contractor(s) and project contact person with address, telephone number, and email address. Acknowledge receipt of any addendum if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your Contractor.

The cover letter **must be signed** by a duly authorized official of the Contractor. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Contractor's offer must be good for 60 days.

2. **References.** Contractor shall provide a list with contact information of agencies that your company is currently providing video projection, presentation, and broadcasting equipment.
3. **Experiences.** Provide examples/references for past performance on similar projects including integrating video projection, presentation, and broadcast equipment as outlined in this document.
4. **Understanding of Project.** State your understanding of what the project entails and provide an itemized listing with pricing for all equipment and installation.
5. **Statement of Work and Project Approach.** Discuss how your organization accomplishes the scope of work. Include details of how and when you will interact with staff throughout the process from planning to implementation and training.
6. **Project Schedule.** Provide your schedule for performing the work, including major milestones and deliverables.

Section 4 **Review of Proposals and Selection of Finalists for Interviews**

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria. The evaluation team will rely on the qualitative information contained and presented in the proposals and reference checks in making the decision to select the most qualified Contractor to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100 Point Potential Score)

- Degree that Contractor demonstrates an understanding of the project objectives and proposes a solution to accomplish those objectives and is able to meet these objectives and project timetable. **25 points**
- Project team experience including references. **20 points**
- Reasonableness of proposed equipment and implementation cost. **30 points**
- Examples of and references of similar projects designing, integrating, implementing, and supporting video projection, presentation, and broadcast equipment. **10 points**
- Customer service during installation and after the sale is extremely important. Contractor's availability to provide onsite service within 24 hours. **15 points**

4.02 Interviews

The City may interview the highest ranked Contractor(s). The order of interviews will be determined by the City. The interview will consist of up to a 30-minute interview with the Contractor and a question-and-answer session. The proposed key Contractor personnel must participate in the interview. Only Contractor personnel who will have an active key role in providing the solution should participate in the interview. Interviews may be conducted in person, via teleconference, or by video conference.

4.03 Special Conditions

Excluding proprietary information, the proposal for the equipment and software contract of the Contractor awarded the contract is deemed public record and shall be available to the public upon request.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA

Subject:	Type:	Submitted By:
ADOPTION OF 84 TH STREET REDEVELOPMENT PLAN	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and City and Community Development Agency resolutions prepared for the Agency to recommend and City to approve a Redevelopment Plan for the 84th Street Redevelopment Area.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

On April 19, 2011, the City Council approved Resolution No. 11-048 authorizing the selection of the firm Hanna:Keelan Associates, P.C., from Lincoln, Nebraska, to conduct a Blight and Substandard Determination for the 84th Street Redevelopment Study Area. Their proposal included an option for the preparation of a redevelopment plan if the area was designated blighted and substandard.

On February 7, 2012, the City Council adopted Resolution No. 12-011 declaring the 84th Street Redevelopment Area a substandard and blighted area, and in need of redevelopment.

Also on February 7, 2012, the City Council adopted Ordinance No. 1167 creating the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings.

Also on February 7, 2012, the City Council acting as the La Vista Community Development Agency adopted Resolution No. 12-012 which authorized the Mayor, on behalf of the Agency, to have a Redevelopment Plan prepared and submitted for review, hearings, recommendations and approvals in accordance with Nebraska Community Development Law. The Redevelopment Plan for the 84th Street Redevelopment Area has been completed by Hanna:Keelan Associates, P.C., as accompanying this report and presented at the Council meeting.

Nebraska statutes, Section 18-2112 requires that the Agency, before recommending the Redevelopment Plan for approval of the City, first submit the Plan to the Planning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole (meaning the City's Comprehensive Plan).

On July 15, 2013, the Planning Commission will hold a public hearing and vote on recommending the Redevelopment Plan as in conformity with the City's Comprehensive Plan. The recommendation, if affirmative, would be subject to the City amending the Comprehensive Plan to incorporate the Redevelopment Plan. An item is included on the agenda to amend the Comprehensive Plan for this purpose. The written recommendation of the Planning Commission will be on file with the City Clerk for the Council meeting.

The notice of the public hearing has been published and provided in accordance with applicable law (see attached list for mailed notices).

E:\Administration\BRENDA\My Documents\COUNCIL\13 Memos\84th Street Redevelopment Plan - Adopt.DOCX

RESOLUTION NO. _____

A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY
ADOPTING AND RECOMMENDING THE REDEVELOPMENT PLAN FOR THE 84TH
STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES,
SECTIONS 18-2101 THROUGH 18-2154.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council, as the governing body of the La Vista Community Development Agency, ("Agency") do hereby find, determine, declare and approve as follows:

I. FINDINGS. The Mayor and City Council hereby find and determine as follows:

- A. A general plan for the development of the City as a whole currently exists as the La Vista Comprehensive Plan ("Comprehensive Development Plan").
- B. The Mayor and City Council, on behalf of the City and after review and recommendation of the Planning Commission and satisfying all notice, public hearing and other applicable requirements, by Resolution 12-011 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment.
- C. The Mayor, on behalf of the Agency as authorized by Resolution 12-012, subsequently caused the preparation of the proposed redevelopment plan titled Redevelopment Plan "84th Street Redevelopment Area", as presented at this meeting ("Redevelopment Plan"), which Redevelopment Plan includes an initial redevelopment project to acquire and clear portions of the 84th Street Redevelopment Area primarily to eliminate and prevent recurrence of the substandard and blighted area.
- D. City Staff has prepared and is proposing by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate the Redevelopment Plan, as finally approved, into said Comprehensive Development Plan ("Proposed Comprehensive Plan Amendment").
- E. The proposed Redevelopment Plan:
 - 1. Conforms to the general plan for the City as a whole, as set forth in the City's Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and

2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project area, and
3. Includes:
 - a. The boundaries of the redevelopment project area, with a map showing the existing uses and condition of the real property therein,
 - b. A land-use plan showing proposed uses of the area,
 - c. Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment,
 - d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance,
 - e. A site plan of the area,
 - f. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment, and
 - g. Designation of any enhanced employment area being proposed at this time.
4. The Agency submitted said Redevelopment Plan to the Planning Commission of the City of La Vista for review and recommendations as to its conformity with the Comprehensive Development Plan of the City.
5. The Planning Commission, after required notice, held a public hearing on the proposed Redevelopment Plan.
6. The Planning Commission after said hearing reviewed the proposed Redevelopment Plan and, taking into consideration all relevant factors including the Proposed Comprehensive Plan Amendment and any public comments at the public hearing, made findings and recommendations, including that the proposed Redevelopment Plan is in conformity with the Comprehensive Development Plan of the City, subject to City Council approval of the Proposed Comprehensive Plan

Amendment, and the Planning Commission recommended the Redevelopment Plan for approval, which findings and recommendations were submitted and presented to the Agency, as well as to the City Council with the proposed Redevelopment Plan, and are on file with the City Clerk. The Planning Commission also considered and recommended the Proposed Comprehensive Plan Amendment for approval.

8. The following were considered by the Agency: Whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Development Plan (subject to City Council adoption of the Proposed Comprehensive Plan Amendment) a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Agency shall conduct a cost-benefit analysis for each redevelopment project whose redevelopment plan includes use of Tax Increment Financing ("TIF") funds authorized by Neb. Rev. Stat. Section 18-2147. In conducting the cost-benefit analysis, the Agency shall use a cost-benefit model developed for use by local projects, which among other factors, considers and analyzes:

- a. Tax shifts resulting from the approval of the use of funds pursuant to Neb. Rev. Stat. Section 18-2147,
- b. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project,
- c. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project,

- d. Impacts on other employers and employees within the City and immediate area that are located outside the boundaries of the area of the redevelopment project, and
- e. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project.

F. All applicable requirements of the Agency with respect to the proposed Redevelopment Plan, including any notice or hearing requirements, have been satisfied.

II. RECOMMENDATION OF REDEVELOPMENT PLAN. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends the Redevelopment Plan to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment. This recommendation includes the following:

- A. The recommendation of the Planning Commission concerning the Redevelopment Plan; and
- B. The following statements as set forth in the Redevelopment Plan:
 - 1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and estimated proceeds or revenue from its disposal to redevelopers;
 - 2. The proposed method of financing redevelopment projects; and
 - 3. A feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if any.

III. FURTHER ACTIONS. The Mayor or his designee is hereby authorized to take such further actions on behalf of the Agency as are necessary or appropriate to implement the Redevelopment Plan as finally approved by the City Council or to carry out the actions approved in this Resolution, in addition to any other authorized person pursuant to the Redevelopment Plan or otherwise.

PASSED AND APPROVED THIS 16th DAY OF JULY, 2013.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA,
APPROVING THE REDEVELOPMENT PLAN FOR THE 84TH STREET
REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES,
SECTIONS 18-2101 THROUGH 18-2154.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista,
Nebraska does hereby find, determine, declare and approve as follows:

I. **FINDINGS.** The City Council of the City of La Vista finds and determines as follows:

- A. The findings and actions of the Agency as set forth in the resolution recommending the Redevelopment Plan for the 84th Street Redevelopment Area to the City Council for approval ("Agency Resolution") are ratified, adopted, affirmed and approved.
- B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
- C. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 to 18-2144 with respect to the matters approved in this Resolution, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of Neb. Rev. Stat. Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.

- D. The proposed Redevelopment Plan described in the Agency Resolution is feasible.
- E. The proposed Redevelopment Plan is in conformity with the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment described in the Agency Resolution.
- F. The proposed Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law of Nebraska.

G. If the proposed Redevelopment Plan uses Tax Increment Financing ("TIF") funds authorized in Neb. Rev. Stat. Section 18-2147, said use shall be subject to the following conditions:

1. The redevelopment project in the Redevelopment Plan would not be economically feasible without the use of TIF,
2. The redevelopment project would not occur in the community redevelopment area without use of TIF, and
3. The costs and benefits of any redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long term best interest of the community impacted by the redevelopment project.

H. If the proposed Redevelopment Plan includes the designation of an enhanced employment area, the requirements of Neb. Rev. Stat. Section 18-2116(2) shall be satisfied.

II. APPROVAL OF REDEVELOPMENT PLAN. Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves the proposed Redevelopment Plan, subject to adoption of the Proposed Comprehensive Plan Amendment.

III. FURTHER ACTIONS. The Mayor or his designee is hereby authorized to take such further actions as are necessary or appropriate to implement the Redevelopment Plan or carry out the actions approved in this Resolution on behalf of the City, in addition to any other authorized person pursuant to the Redevelopment Plan or otherwise.

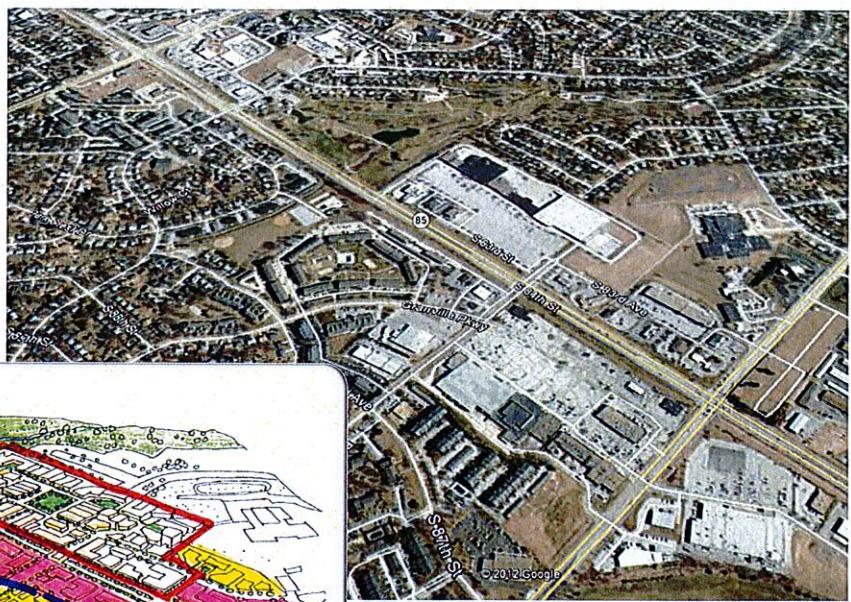
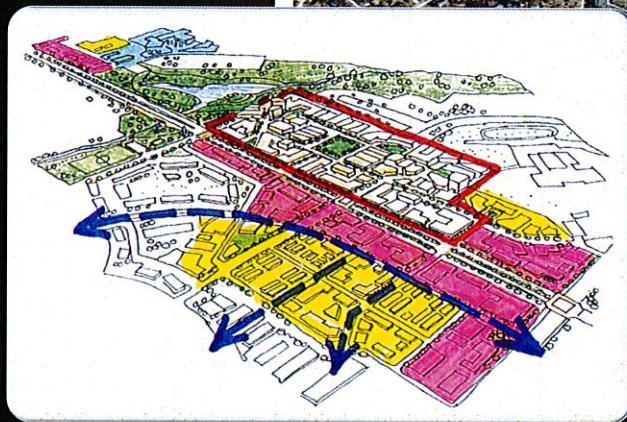
PASSED AND APPROVED THIS 16th DAY OF July, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Redevelopment Plan

“84TH Street Redevelopment Area”

La Vista, Nebraska

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS *

*Lincoln, Nebraska*402-464-5383*



JULY, 2013

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HANNA:KEELAN ASSOCIATES, P.C. COMMUNITY PLANNING & RESEARCH

*COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
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CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS**

**Lincoln, Nebraska* 402.464.5383 **

** Becky Hanna, Tim Keelan, Lonnie Dickson, AICP & Keith Carl **

La Vista, Nebraska
General Redevelopment Plan
84th Street Redevelopment Area

GENERAL REDEVELOPMENT PLAN

Purpose of Plan/Conclusion

The purpose of this **General Redevelopment Plan** (also referred to as the Redevelopment Plan), except as otherwise provided, is to serve as a guide for the public purposes and uses of eliminating, renewing and preventing the recurrence of the substandard and blighted area, including without limitation to implementation of development and redevelopment activities within the **84th Street Redevelopment Area**, in the City of La Vista, Nebraska (City). Said Plan and activities hereunder are adopted and will be carried out pursuant to State Statutes 18-2101 through 18-2154 ("Community Development Law"), and will be utilized to promote the general welfare and well being of the Community.

The La Vista Community Development Agency (CDA) finds and recommends this General Redevelopment Plan as:

1. In conformity with the general plan for development of the City of La Vista as a whole as set forth in the City's Comprehensive Plan; and
2. Sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and Community facilities and other public improvements.

A **General Redevelopment Plan** prepared for the La Vista CDA must contain the general planning elements required by Nebraska State Revised Statutes, Section 18-2111 re-issue 1991 items (1) through (6). A description of these items is as follows:

- (1) The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, the **General Redevelopment Plan** must further address the items required under Section 18-2113, "Plan; considerations", which the CDA must

consider prior to recommending a redevelopment plan to the Planning Commission and City Council for adoption. These "considerations" are defined as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight." **The CDA, before recommending this General Redevelopment Plan to the Planning Commission and to the City Council for approval, considered and determined that the General Redevelopment Plan satisfies said requirements.**

Location

84th Street Redevelopment Area includes properties along the 84th Street Corridor, the La Vista Falls Golf Course and Central and Champion Parks. The largest concentration of buildings is located along the 84th Street Corridor.

The referenced **84th Street Redevelopment Area** in the City of La Vista, Nebraska includes the following identified Parcel Numbers or City owned Lots:

1. 010748792	10. 011100389	20. 011254742
2. Lots 1 and 2, Parsley Place	11. 010549781	21. 011181656
3. 010537449	12. 010537341	22. 011181648
4. 010537023	13. 010562028	23. 011181621
5. 010537481	14. 011181583	24. 011181605
6. 011591964	15. 011254750	25. 011181613
7. 010765174	16. 011254769	26. 011181591
8. 010944656	17. 011234237	27. 011288353
9. 010944648	18. 011234245	28. 011288345
	19. 011254734	29. 011288337

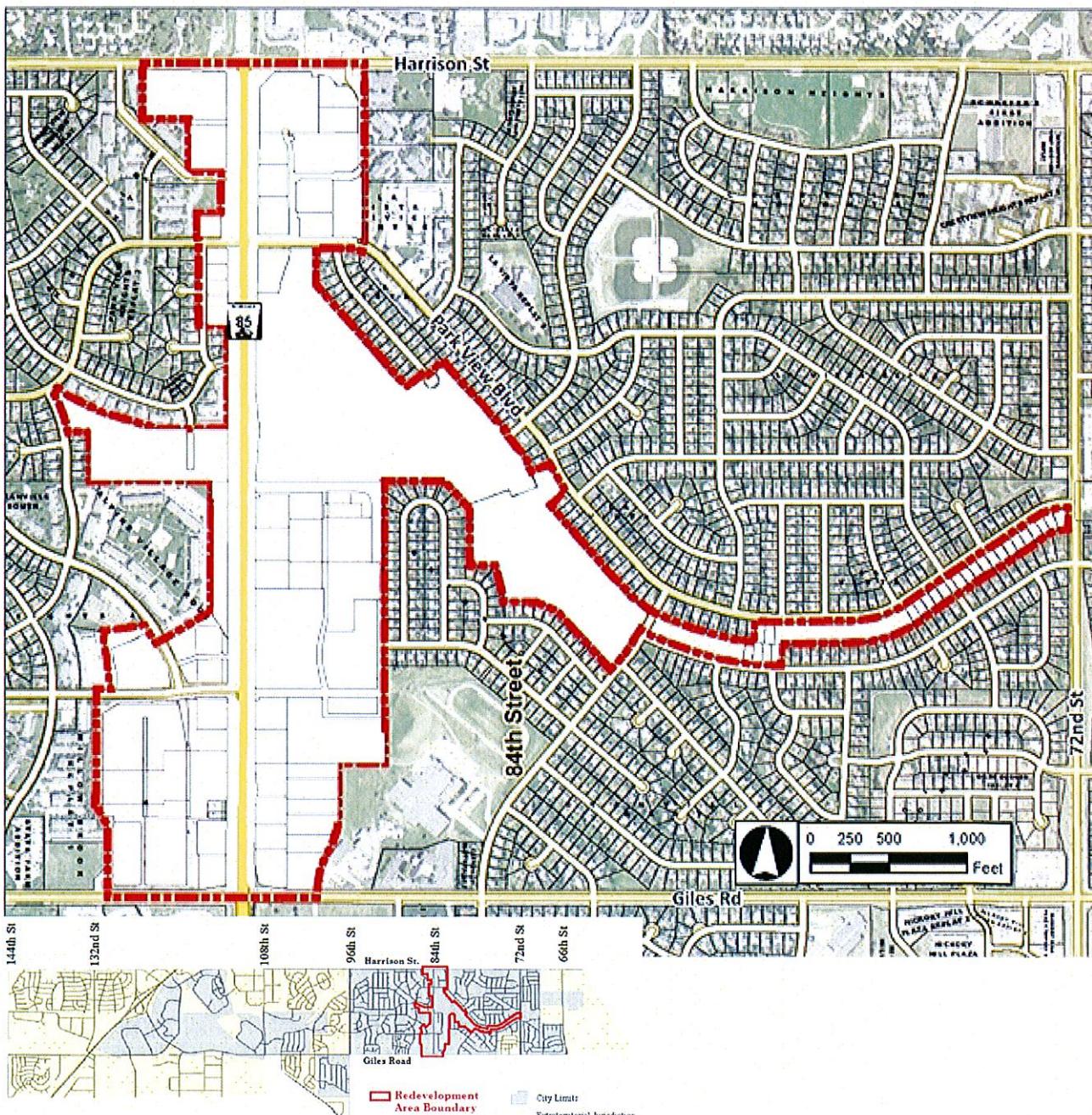
30. 011122536	47. 010581170	58. Vacant Lots:
31. 011288388	48. 010504737	980 – 977; 930 &
32. 011288361	49. 010580468	931; 933 – 938;
33. 011175656	50. 010580549	942 – 945.
34. 011045507	51. 010580727	59. Houses at Lots:
35. 010974458	52. 010580646	912 – 010561811
36. 011047305	53. 010973737	928 – 010561994
37. 011047313	54. 010584390	929 – 010562087
38. 010974482	55. 1412-15-NE-	932 – 010560769
39. 010974466	00000-000-TL1-0	939 – 010571175
40. 011047321		940 – 010571256
41. 010581111		941 – 010571264
42. 011082828	<u>La Vista Addn.</u>	60. House at Lot:
43. 011046414	56. Lots 990 – 981 of	913-010561900
44. 010580999	Central Park	61. Lot 159A6B
45. 010485651	57. Lots 914 – 927 of	010584226
46. 010973257	Champion Park	

The **Redevelopment Area** is located within the Corporate Limits of the City of La Vista, Sarpy County, Nebraska, and generally includes properties and improvements on both sides of the 84th Street Corridor, between Harrison Street and Giles Road and areas between 84th and 72nd Streets along Thompson Creek. **Illustration 1, Page 4**, identifies the **Redevelopment Area** and relation to the City's Corporate Limits. The primary streets within the **Redevelopment Area** include 84th Street (Highway 85), Park View Boulevard and Brentwood Drive. The **Table on Page 6** details the condition of real property within the **Redevelopment Area**. **Illustration 2, Page 5**, identifies existing land uses. **Illustration 3, Page 7**, identifies the proposed "City Center" mixed use development project in relation to the **Redevelopment Area**.

The planning process for the **Redevelopment Area** has resulted in a listing of general planning and implementation recommendations. As discussed in the **84th Street Redevelopment Area Blight and Substandard Determination Study**, the average age of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the existence of conditions which endanger life or property by fire or other causes are a sufficient basis for designation of the **84th Street Redevelopment Area** as **blighted** and **substandard** and in need of redevelopment in Resolution No. 12-011.

CONTEXT MAP

84TH STREET REDEVELOPMENT AREA
LA VISTA, NEBRASKA



**HANNA:KEELAN ASSOCIATES, P.C.
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***Lincoln, Nebraska* 402.464.5383 ***

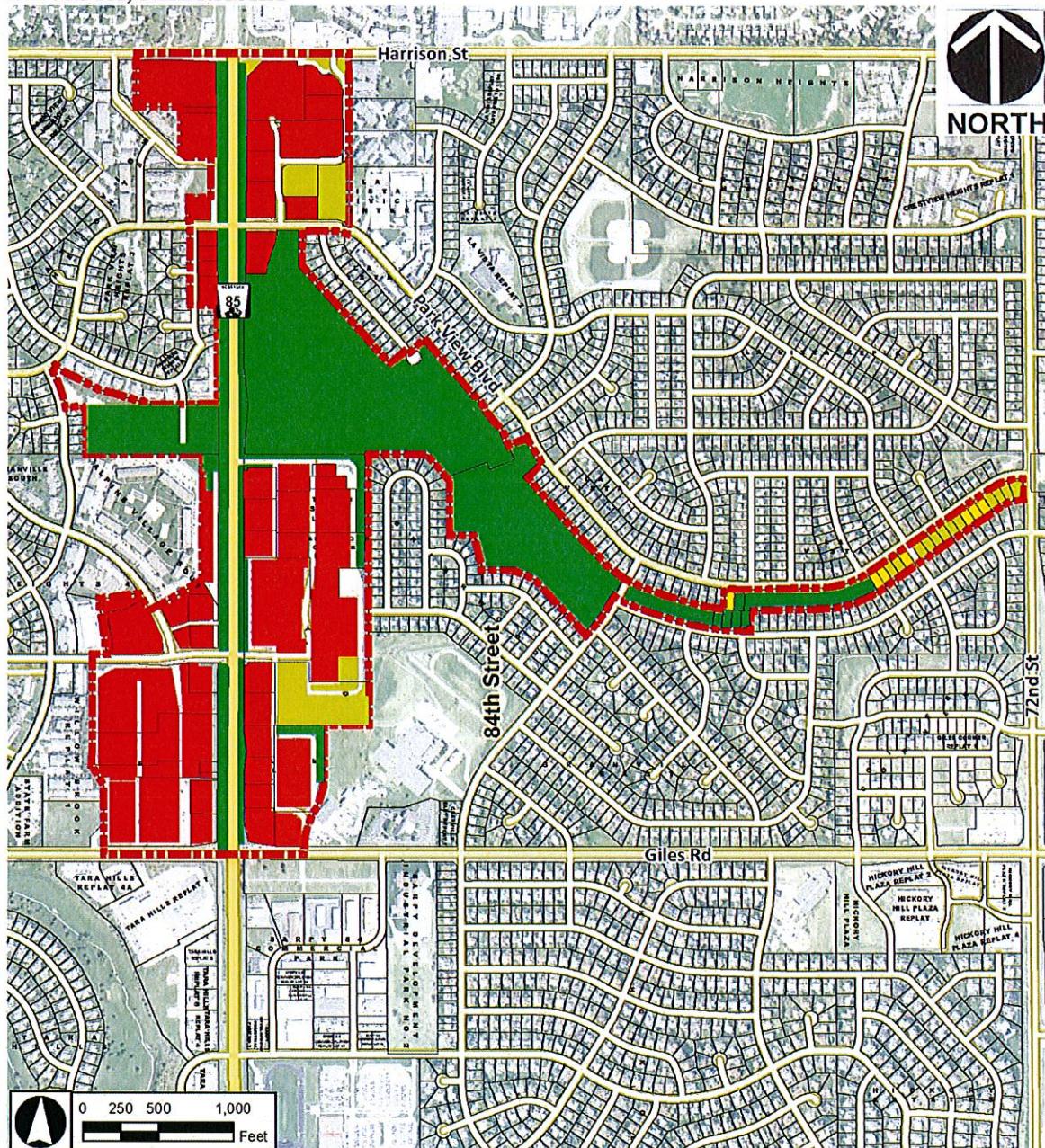
ILLUSTRATION 1

La Vista, Nebraska
General Redevelopment Plan
84th Street Redevelopment Area

EXISTING LAND USE MAP

84TH STREET REDEVELOPMENT AREA

LA VISTA, NEBRASKA



LEGEND

- VACANT/AGRICULTURAL
- SINGLE FAMILY RESIDENTIAL
- MULTIFAMILY RESIDENTIAL
- COMMERCIAL
- REDEVELOPMENT AREA BOUNDARY

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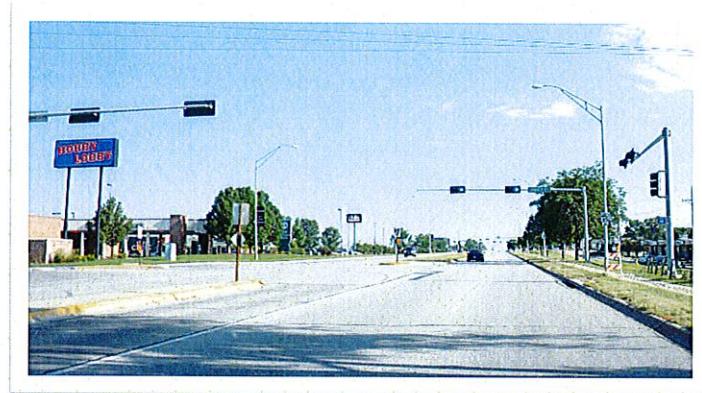
ILLUSTRATION 2

**EXTERIOR SURVEY FINDINGS
84TH STREET REDEVELOPMENT AREA
LA VISTA, NEBRASKA**

Exterior Structural Rating

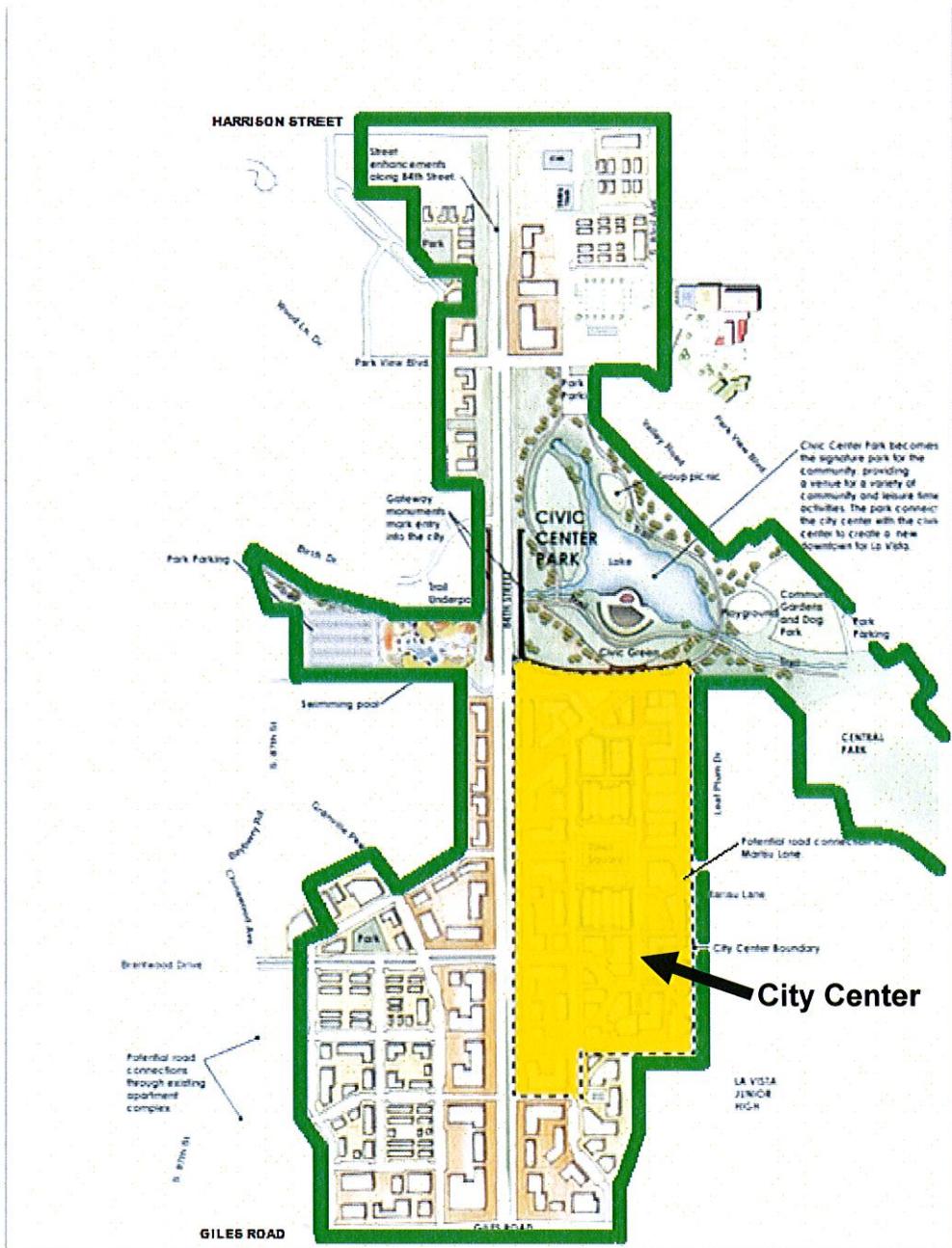
Activity	Sound	Deteriorating (Minor)	Deteriorating (Major)	Dilapidated	Number of Structures	Deteriorating and/ or Dilapidated
Residential	0	0	3	4	7	7
Commercial	27	16	2	1	46	3
<u>Other</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>
Total	28	18	5	5	56	10
Percent	50.0%	32.1%	8.9%	8.9%	100.0%	17.8%

Source: Hanna:Keelan Associates, P.C., 2012



“A VISION PLAN FOR 84TH STREET”

84TH STREET REDEVELOPMENT AREA LA VISTA, NEBRASKA



HANNA:KEELAN ASSOCIATES, P.C. COMMUNITY PLANNING & RESEARCH

***Lincoln, Nebraska* 402.464.5383 ***

ILLUSTRATION 3

La Vista, Nebraska
General Redevelopment Plan
84th Street Redevelopment Area

Planning and Implementation Recommendations

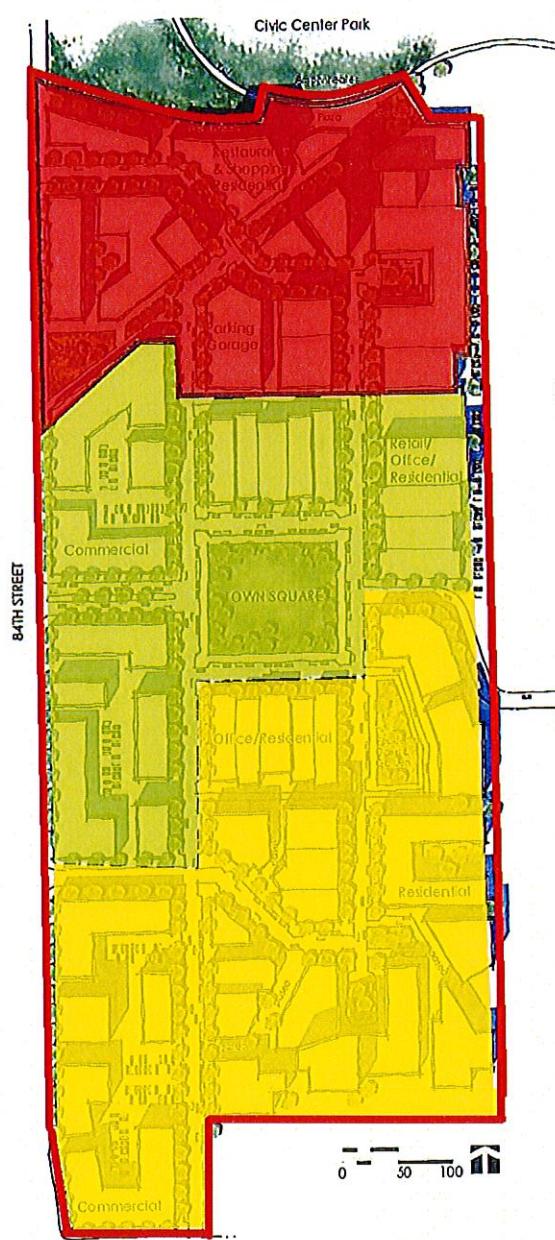
To eliminate, renew or prevent the recurrence of the blighted and substandard area or enhance private development and redevelopment activities to prevent recurrence of the blighted and substandard area represented by the **Redevelopment Area**, the City of La Vista or CDA will need to consider the following general planning and redevelopment actions:

- Create an **Initiative** in the **Redevelopment Area** that concentrates on the use of Tax Increment Financing and other applicable incentives, if any, for the redevelopment in conformance with the City's Future Land Use Map and Zoning Regulations.
- Utilize Tax Increment Financing and division of ad valorem taxes pursuant to Nebraska Statutes, Section 18-2147 to facilitate the acquisition, demolition, clearing, preparation, replacement, redevelopment or other improvements of properties or facilities throughout all or any part of the **Redevelopment Area** to eliminate or prevent the recurrence of the substandard and blighted area, or as otherwise permitted under the Community Development Law ("TIF").
- Consider the potential of Mixed Use or Planned Unit Development techniques to promote a variety of commercial and residential uses and thereby prevent the recurrence of the substandard and blighted area.
- Expand and implement alternative energy systems in the **84th Street Redevelopment Area**. This would include the consideration and possible use of wind, solar, geothermal, hydropower and methane energy systems in combination with new construction.
- To redevelop and thereby prevent the recurrence of the substandard and blighted area, coordinate development and redevelopment efforts within the **Redevelopment Area** by implementing the 84th Street Master Plan, "*A Vision Plan for 84th Street*," which the Plan depicts in **Illustration 3, Page 7**, including redevelopment of the entire 84th Street Corridor. The green boundary represents the portion of the *Vision Plan* that is located within the **84th Street Redevelopment Area**. A portion of the proposed Plan identifies a new "City Center" for the City of La Vista, the details of which are shown in **Illustration 4, Page 9**. Standards of population densities, land coverage and building requirements, intensities and densities in the **Redevelopment Area**, after redevelopment, to the extent not specified elsewhere in this Plan, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended.
- Periodically designating all or any part of the **Redevelopment Area** as an

enhanced employment area and imposition of a general business occupation tax therein in accordance with applicable statutes, including Neb. Rev. Stat. Sections 18-2116 and 18-2142.02 (“GBOT”).

MIXED USE CENTER CREATES A NEW HEART FOR LA VISTA...

- “*A Vision Plan for 84th Street*” in the interests of redeveloping and thereby preventing recurrence of the substandard and blighted area advocates the development of a new “**City Center**.”
- The **Plan** is comprised of three separate “**Districts**” along the east side of 84th Street.



1. The “**Promenade District (Red)**” fronts on the south side of the current golf course, which is planned as a new Civic Center Park.
 - ❖ All buildings within the Promenade District have views to the proposed “Civic Center Park.”
 - ❖ The *Vision Plan* recommends the utilization of a mixed use development scheme that focuses on retail and restaurants on the main level, with residential uses above.
 - ❖ Buildings are proposed to consist of a mixture of single and multiple story buildings.
2. The “**Park District (Green)**” will consist of a Town Square located in the middle of the three districts. The focus is to create a grass covered Town Square.
 - ❖ Proposed mixed use structures will focus on office and some retail uses with residential uses on upper floors.
 - ❖ The Town Square will provide a gathering place for community events in a downtown setting.
3. The “**Paseo District (Yellow)**” is located at the southern end of the “**City Center**” and is planned as a blend of residential living options.
 - ❖ A network of narrow pedestrian passages or “*paseos*” are intended to connect to courts or gardens associated with multifamily buildings or complexes.
 - ❖ Residents will have parking and gathering available to them in the courts or areas gardens.
 - ❖ Mixed use commercial retail and office will occupy the portion of the District fronting on 84th Street.

ILLUSTRATION 4

- “*A Vision Plan for 84th Street*” advocates development and redevelopment efforts along both sides of 84th Street, between Harrison Street and Giles Road. New commercial uses are recommended along 84th Street, while mixed-use land uses of commercial on the lower and multifamily residential uses on upper levels are planned to buffer existing low density residential areas beyond the **Redevelopment Area** from the Street Corridor.
- Granville Parkway is recommended to be extended all the way to Giles Road to provide increased accessibility through the area and serve as a divider between future residential and commercial uses west of 84th Street. Two additional new streets are recommended to be extended from the new portion of Granville Parkway, westward into the existing residential areas.
- At the northern portion of the **Redevelopment Area**, the *Vision Plan* recommends expanding public/quasi-public municipal uses west towards the 84th Street Corridor. Mixtures of single and multifamily residential uses are advocated to buffer new commercial uses along the Corridor from the single family neighborhoods to the west of the **Redevelopment Area**.
- Implement Design Standards to guide commercial and mixed use residential areas so that buildings throughout all or any parts of the **Redevelopment Area** are compatible in terms of architectural style, construction materials and colors.

Infrastructure Systems throughout the Redevelopment Area:

Municipal Infrastructure:

- Infrastructure systems within the 84th Street municipal right-of-way are of appropriate size and in good condition.
- Although municipal sidewalks along 84th Street are in good condition, these sidewalks are too narrow to support the amount of pedestrian traffic that utilizes this major arterial street corridor.
- Public infrastructure improvements, whether publicly or privately acquired, constructed, improved, owned or maintained, will be required to implement this General Redevelopment Plan, including, but not limited to, the improvements further described below.

Privately Owned Infrastructure:

- Privately owned and maintained water and sewer service lines that extend from 84th Street to existing commercial uses associated with Brentwood Village and Brentwood Square shopping centers are aging, undersized and not supportive of future land use and development/redevelopment plans for the **84th Street Redevelopment Area**.
- Privately owned and maintained frontage streets, access roads and parking lots are in poor, substandard condition.
- To facilitate the redevelopment of the 84th Street Corridor and support the implementation of the proposed City Center, all privately owned infrastructure systems should be replaced.

Implementation

Both a time-line and budget should be developed for the implementation of this **General Redevelopment Plan**. Each of these processes should be designed in conformance with the resources and time available by the City. A projected time-line to complete the redevelopment activities identified in the **Plan** would be eight to 12 years, though actual time to complete might be longer or shorter. The CDA and City to implement this Redevelopment Plan shall be authorized to exercise all authority under applicable law, including without limitation the Community Development Law, as enacted or amended from time to time.

Various funding sources, from time to time, might be available and used by the City or CDA for the preparation and implementation of capital improvement and other budgets designed to meet the funding needs of proposed development and redevelopment or other activities, expenditures or purposes under this Redevelopment Plan, including, but not limited to, local and federal funds commonly utilized to finance street improvement funds, LB840, Community Development Block Grants, Special Assessments, General Obligation Bonds, enhanced employment area (and GBOT) or other special districts and taxes, sales taxes and property tax levies, including levies authorized by Sections 18-2107(11) and 18-2140 and TIF ("Funding Sources"). The use of such Funding Sources, including TIF or GBOT for development and redevelopment projects or other activities, expenditures or purposes under this Redevelopment Plan in part or all of the **Redevelopment Area**, or as otherwise authorized under applicable law, as amended from time to time, is deemed to be an essential and integral element of this **General Redevelopment Plan** and/or eliminating or preventing the recurrence of the substandard and blighted area by measures including without limitation redevelopment of the **Area**. The use of such Funding Sources, including TIF or GBOT, in connection with such projects or as otherwise permitted, is contemplated by this **General Redevelopment Plan** and such designation and

use thereof will not constitute a substantial modification to the **Plan**. The CDA may observe the requirements of Section 18-2117 applicable for substantial modifications with respect to specific TIF or other projects, as it determines in its discretion from time to time in carrying out this **Plan**.

The City agrees, when approving the **General Redevelopment Plan**, to the utilization of TIF as the City determines appropriate for development and redevelopment projects, in which cases it agrees to pledge the taxes generated from such projects for such purposes in accordance with the Community Development Law. Any redevelopment project receiving TIF is subject to a Cost Benefit Analysis required by Neb. Rev. Stat. Sections 18-2113 and 18-2116. TIF, as a source of public financing, ultimately impacts taxing authorities in the City of La Vista and Sarpy County. Proposed projects using TIF must meet the Cost Benefit Analysis and other requirements of Nebraska Statutes.

1. Future Land Use Patterns.

The existing land use patterns within the **84th Street Redevelopment Area** are described in detail in the **Blight and Substandard Determination Study**. In general, the **Redevelopment Area** consists of residential, commercial, and parks/recreational land use types. The field survey identified properties and structures classified as being in a deteriorating condition, as well as vacant lands that have remained undeveloped in spite of having available utilities.

Illustration 5, Future Land Use Map, represents an effort to encourage land uses that reflect the land use plan contained within the **Vision Plan**. The **Future Land Use Map** recommends the development of multifamily residential uses to buffer existing single family neighborhoods from current and future commercial uses within the **Redevelopment Area**.

Existing commercial buildings located within the Brentwood Village and Brentwood Square Shopping Centers that are largely vacant are recommended by the **84th Street Master Plan** to be demolished and/or replaced with small scale commercial buildings along the frontage of 84th Street. Multifamily residential uses are proposed to the rear of new commercial uses.

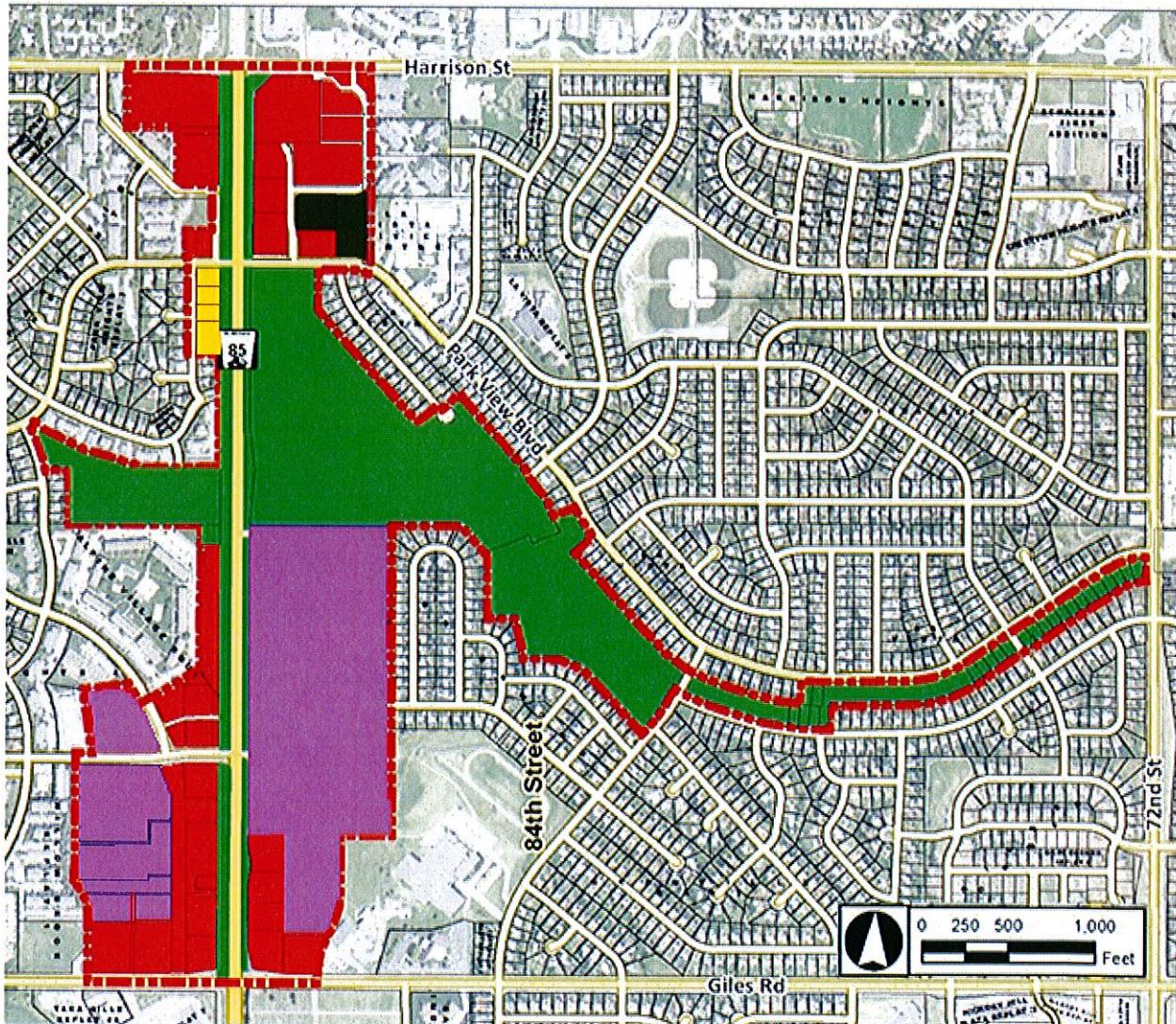
The proposed “**City Center**” advocates the utilization of mixed-use land uses to support the development of residential uses in combination with (i.e. on upper floors of) commercial retail and office buildings in both the “**Promenade**” and “**Park**” Districts. The “**Paseo District**” is proposed as a multifamily area for a mixture of single and multi-story residential building types.

The La Vista Falls Golf Course is recommended to be converted into public spaces such as a **Civic Center Park** with a lake, picnic areas, amphitheater and extensive walking trails, with connection to the linear park along the south side of Park View Boulevard to the eastern edge of the **Redevelopment Area**.

This could include a new bridge or other structures on 84th Street providing connectivity of the proposed **Civic Center Park** with the City Swimming Pool on the west side of the 84th Street Corridor.

FUTURE LAND USE MAP

84th STREET REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

- PARKS/RECREATION
- PUBLIC/QUASI-PUBLIC
- MULTIFAMILY RESIDENTIAL
- COMMERCIAL
- MIXED-USE (COMMERCIAL/RESIDENTIAL)
- REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

***Lincoln, Nebraska* 402.464.5383 ***

ILLUSTRATION 5

La Vista, Nebraska
General Redevelopment Plan
84th Street Redevelopment Area

2. Future Zoning Districts.

The recommended **Future Zoning Map** for **Redevelopment Area** is identified in **Illustration 6**. The **Future Zoning Map** is generally in conformance with the current Comprehensive Plan of La Vista and specifically with the **Future Land Use Map, Illustration 5**. The entire **Redevelopment Area** is reconfigured to support future developments highlighted in the **Vision Plan** and the proposed “**City Center**.”

Existing areas currently zoned as “C-1 Shopping Center Commercial” and “C-2 General Commercial” Districts, are reduced in size to front along the 84th Street Corridor and allow “M-U Mixed-Use Residential” Districts to be developed behind in support of the **Future Land Use Map**.

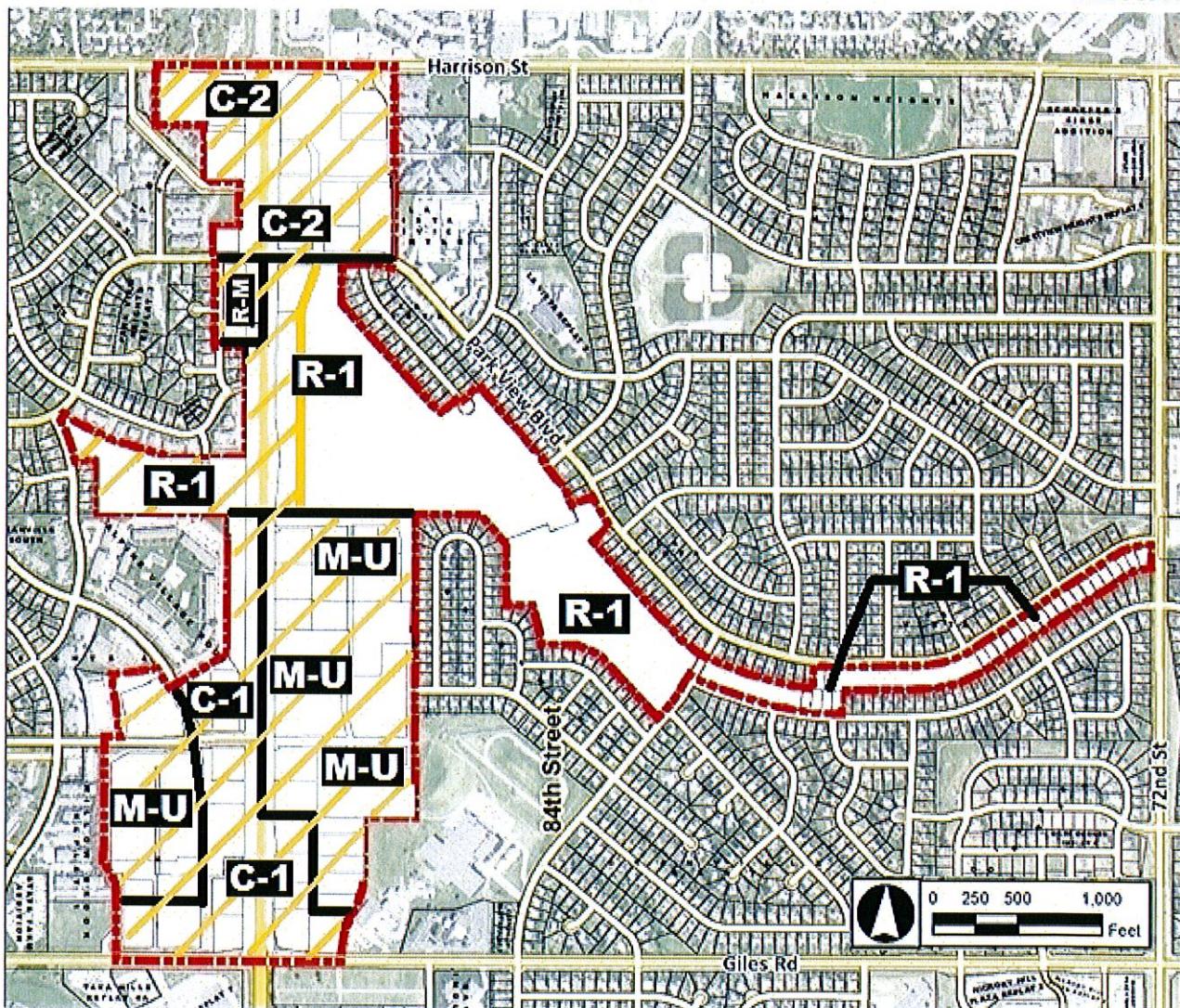
The region of the **Redevelopment Area** that includes the proposed “**City Center**” includes a future establishment of an “M-U Mixed Use” Zoning District. La Vista Community Development Staff have indicated that a new zoning district is needed to support of the types of commercial and residential building types proposed in the **Vision Plan**. The “C-2 General Commercial” zone is the only commercial classification in the Zoning Regulations that allows residential uses on floors above first-level commercial uses by a conditional use permit. The C-2 District does not allow uses that are listed in the City’s “C-1” or “C-3” Districts, such as department stores, hotels, office parks, outlet shopping stores. The types of commercial and residential uses promoted in the **Vision Plan** will necessitate the creation of a commercial district that allows for a variety of commercial and residential uses in the City of La Vista.

The portion of the **Redevelopment Area** that is located along either side of 84th Street currently supports the City’s “Gateway Corridor Overlay” District. Design guidelines requiring property and structures to meet appearance standards in this overlay district are currently focused on building materials, architectural styles, landscaping, signage and lighting requirements. The guidelines require applicants to submit elevations and designated types of materials, color and textures to be used in new construction or for the exterior remodeling of existing buildings. These requirements will be revised to state specific standards to be used for structures in the **Area**.

The City of La Vista should develop a set of new design standards that provide for the types of development proposed in the **Vision Plan**. These standards should specifically state the types of architectural styles, building elements, materials, textures, window and door treatments, main entrance designs and roof lines to guide future development.

FUTURE ZONING MAP

84TH STREET REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- R-M MULTIFAMILY RESIDENTIAL DISTRICT
- C-1 SHOPPING CENTER COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- M-U MIXED-USE DISTRICT
- GATEWAY CORRIDOR
- REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

***Lincoln, Nebraska* 402.464.5383 ***

ILLUSTRATION 6

3. Recommended Public Improvements

A purpose for a **General Redevelopment Plan** is to allow for the use of public financing in a specific area. This public financing is planned and implemented to serve as a "first step" for public expenditures and improvements to eliminate the substandard and blighted area and facilitate private redevelopment to prevent recurrence of the substandard and blighted area within the **84th Street Redevelopment Area**. The most common form of public improvements occur with infrastructure, specifically streets, water, sanitary sewer and storm sewer systems, sidewalks, open space and recreational uses. The primary infrastructure concerns in the **Area** are the need to monitor utility and infrastructure systems in order to make repairs or replacement as these systems continue to age.

Under the **General Redevelopment Plan**, the flow of pedestrian and vehicular traffic along the 84th Street Corridor would be improved. The current traffic volumes along 84th Street hinder the ability of pedestrians and bike riders to cross this busy street. Also, additional landscaping is recommended to further separate pedestrians and vehicles. The sidewalks along either side of 84th Street should be moved farther back from the roadway and widened to enhance the usage of 84th Street to support redevelopment efforts.

The Blight and Substandard Determination Study focused on the improvement needs of the privately owned and maintained infrastructure systems within the shopping center areas. **Private frontage roads, circulation roads and parking lots within the shopping centers are extensively deteriorated.** Recommended improvements throughout the 84th Street Redevelopment Area also include the following:

- ◆ Storm Water Management Facilities.
- ◆ Rehabilitation of 84th Street Pavement.
- ◆ New intersections along the 84th Street Corridor.
- ◆ Decorative street lighting and landscaping.
- ◆ Bridge or structure to provide a pedestrian underpass or other crossing of 84th Street. Consider modifying current bridge at the Thomas Creek crossing or replacing structures to incorporate a pedestrian underpass.
- ◆ Facilitate pedestrian connections of the trail system in the **Redevelopment Area**.
- ◆ Provisions to enhance/facilitate Multi-Modal Transportation.
- ◆ Traffic signal modernization/ITS improvements.
- ◆ Seek alternative methods to finance a new municipal pool.

It is recommended that the City of La Vista work closely with developers to determine if future streets or other infrastructure or public improvements within the proposed **"City Center"** should be owned and maintained by the City or the developer. If privately owned, water, sewer lines, along with streets and sidewalks and all other infrastructure and public improvements must be

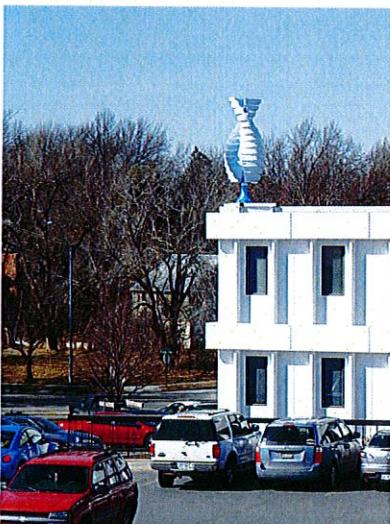
constructed to the design standards of the City of La Vista Subdivision Regulations.

Alternative Energy Considerations

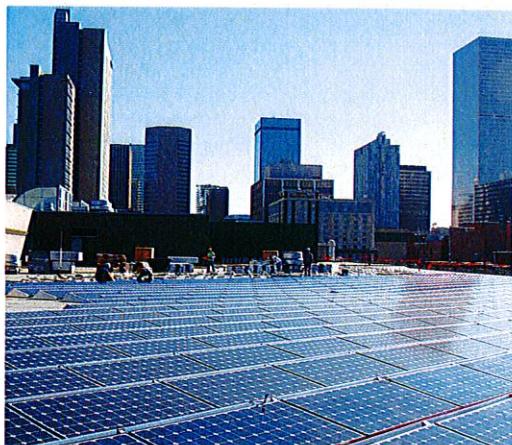
Development and redevelopment projects on the scale of those identified in the *Vision Plan* are supplementing the standard energy sources for electrical power, heating and cooling, with alternative energy systems such as wind, solar, geothermal, biomass and methane. Individual buildings and large commercial developments are routinely accessing these alternative energy sources and combining the use of “*green building*” techniques.



Roof top application of an older building in Philadelphia.



A Helix Wind Turbine on top of a Lincoln, Nebraska Office building.



Solar panels on top of the Denver Convention Center.

“*LEED*” building certification also guides the use of energy conservation methods to reduce the consumption of energy by HVAC systems in new and rehabilitated buildings. In the United States, *LEED* certification is recognized as a standard for measuring building sustainability. Achieving this certification demonstrates the building meets the ideals of being “green.”

The potential exists to utilize geothermal exchange systems to reduce the cost of heating and cooling for buildings located throughout the **City Center** area. A joint alternative energy system could also be marketed as a pilot project for the entire **84th Street Redevelopment Area** as a method to both conserve energy and reduce utility costs for commercial and residential developments.

4. Financing of Improvements

The City of La Vista utilizes a Capital Improvement Plan (CIP) to identify improvement projects and establish a priority for implementation. The CIP includes a statement of need, estimated cost and date to complete the project. Public improvement projects are grouped by year, according to priority, for completion and accounted for in the annual budget of a five-year plan.

A line item in the 2014 Project Year lists “**Vision 84 Implementation**” to budget for establishing design guidelines, preparing a financial analysis, identifying development consultants to implement the various components of the Plan, and acquiring portions of the Redevelopment Area to eliminate or prevent recurrence of the substandard and blighted area. As specific components of the **Vision Plan** begin to be implemented, it is recommended that the annual CIP be utilized to coordinate all public acquisition and infrastructure needs within the **84th Street Redevelopment Area**.

5. Capital Improvements:

Estimated expenditures for public improvements required for the General Redevelopment Plan are projected to include, but not be limited to, the following:

Vision 84 Implementation, \$100,000

Establish funding for studies, master plans, develop design guidelines for buildings/public infrastructure, preparing a financial analysis. Blight and Substandard Determination Study, General Redevelopment Plan and Civic Center Park Master Plan are included in this estimate. An additional \$100,000 is identified for use in 2014.

Thompson Creek, \$2.7 Million

The portion of the **Redevelopment Area** located within Central and Champion Parks. Part 1, completed, consisted of the purchase and removal of 20 homes along the south side of Park View. Residents were relocated in accordance with applicable law. Displacement of additional families within the Redevelopment Area is not expected for purposes of implementing the General Redevelopment Plan. Part 2 funding is designated for planning/study of channel stabilization and

trail development.

Aquatic Facility, \$8.5 Million

Cost includes engineering fees and right-of-way acquisition. Initial bond issue referendum in 2008 was not passed. A new aquatic center \$8.5 million bond issue for construction of the facility was also turned down by La Vista residents on May 15, 2012, putting the future of the proposed aquatic center in question.

84th Street and Summer Drive, \$520,000

Proposed public street connection to (southbound) 84th Street and south along the existing dead-end private roadway facilitating future redevelopment of the commercial properties along the west side of 84th Street. Project is also listed in the One- and Six-Year Road Plan.

Civic Center Park Master Plan

Construction Cost – initial phase, \$14.8 Million

Preliminary construction costs to implement the initial phase of the Civic Center Park proposals are projected to cost approximately \$14.8 million. 84th Street Corridor streetscape improvements adjacent the Park includes \$4.3 million, with an additional \$6.3 million designated for the 84th Street underpass or other crossing.

Initial Property Acquisition and Clearance, \$10 - \$15 Million

Preliminary estimated costs of initial property acquisitions and related demolition, clearance and other work pursuant to the Initial Redevelopment Project described in Section 6 below. Any net proceeds from any sale or other disposition of properties shall be used to recoup cost of the CDA or City to acquire, demolish, clear and otherwise prepare the properties.

6. Property Acquisitions

The CDA periodically may acquire, demolish, clear, improve or dispose of improved or unimproved properties, or any interests therein, within the **Redevelopment Area**, on such terms and conditions as the CDA determines necessary or advisable to eliminate or prevent the recurrence of the substandard and blighted area or otherwise implement this **General Redevelopment Plan**. Acquisition of properties may be carried out by voluntary purchase and sale, eminent domain or other permissible means, with estimated costs of acquisition and preparation for redevelopment to include all costs of such acquisitions and preparation, as the CDA determines necessary or advisable in accordance with applicable law. Estimated proceeds or revenues from disposal of properties or any interests therein not needed for use of the CDA or City are projected as the gross amounts the CDA receives (estimated as the fair value up to an amount equal to the

estimated cost of the City's acquisition and clearance above), and reduced by any directly attributable costs of demolition, clearance, preparation and disposal. Any such net proceeds or revenues will be used to recoup expenses of the CDA or City of eliminating or preventing recurrence of the substandard and blighted area, or for other permissible purposes, in accordance with this Redevelopment Plan or the Community Development Law.

Funding Sources or other redevelopment finance tools, such as Tax Increment Financing or GBOT, to the extent available under the particular circumstances, will facilitate redevelopment and can serve as a valuable source of additional monies, for example to defer the cost of all necessary utilities and infrastructural systems within the **84th Street Redevelopment Area**. The Community Development Block Grant Program is one example of a State and Federal program to assist in financing development activities in a designated blighted and substandard area.

Initial Redevelopment Project. The CDA desires to acquire, demolish, clear, prepare, improve and dispose of portions of the substandard and blighted Redevelopment Area depicted in **Illustration 7** ("Initial Redevelopment Project Area") as necessary or incidental to eliminate or prevent recurrence of the substandard and blighted Redevelopment Area or otherwise carry out this Redevelopment Plan or the Community Development Law.

The CDA among other powers pursuant to Neb. Rev. Stat. Section 18-2107(4) is authorized within its area of operation to purchase, lease or acquire by eminent domain or otherwise any real or personal property or interest therein, together with any improvements thereon as necessary or incidental to a redevelopment project; to hold, improve, clear or prepare for redevelopment any such property; to sell, lease, exchange, subdivide, retain, mortgage or otherwise encumber or dispose of any such property or interest therein; to enter contracts with redevelopers containing covenants, restrictions and conditions regarding the use of such property or as the CDA deems necessary to prevent recurrence of a substandard and blighted area or effectuate purposes of the Community Development Law; to borrow money, issue bonds and provide security for loans or bonds; to establish a revolving loan fund; and to enter into any contracts necessary to effectuate the purposes of the Community Development Law.

The Redevelopment Area is within the area of operation of the CDA. A redevelopment project, pursuant to Neb. Rev. Stat. Section 18-2103(12), includes without limitation any work or undertaking in any community redevelopment areas to acquire substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which

is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted areas; to clear any such areas by demolition or removal of existing buildings, structures or other improvements; to sell, lease or otherwise dispose of or make available such areas or any interests therein for uses in accordance with the redevelopment plan or otherwise permitted by applicable law; and to carry out plans for a program of voluntary or compulsory repair, rehabilitation, or demolition of buildings or other improvements in accordance with the redevelopment plan.

A community redevelopment area pursuant to Neb. Rev. Stat. Section 18-2103(20) is a substandard and blighted area which the community redevelopment authority designates as appropriate for a renewal project. The City Council in Resolution No. 12-011 designated the Redevelopment Area as a substandard and blighted area and in need of redevelopment. The CDA through the recommendation and adoption of this Plan designates the Redevelopment Area as appropriate for one or more renewal projects. Accordingly, the Redevelopment Area shall be a Community Redevelopment Area and all works or undertakings in accordance with the Initial Redevelopment Project described below or otherwise in accordance with the Community Development Law shall constitute redevelopment projects under Neb. Rev. Stat. Section 18-2103(12).

The CDA to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out this Redevelopment Plan shall acquire by voluntary purchase and sale, lease, eminent domain or otherwise, and demolish, clear, prepare, improve, hold, encumber, lease, sell or otherwise dispose of or make available, any or all of the Initial Redevelopment Project Area, or any improvements thereon or interests therein, for uses in accordance with this Redevelopment Plan or otherwise permitted by applicable law, and on terms and conditions satisfactory to the CDA and in accordance with applicable law ("Initial Redevelopment Project"). The Initial Redevelopment Project shall be financed by and subject to financing satisfactory to the CDA or City using one or more of the Funding Sources or any other sources or methods the CDA or City determines in accordance with the Community Development Law or other applicable law; provided, however, any use of TIF shall be subject to conducting the required cost benefit analysis and satisfying other applicable requirements of the Community Development Law.

The CDA will determine when and which properties or interests will be acquired, cleared, held or disposed of. The initial sense is that buildings within Zone A shown on Illustration 7 as subject to substantial vacancies will be demolished and cleared by the CDA or City as soon as practicable after acquisition to prepare for subsequent uses in accordance with this Redevelopment Plan or otherwise permitted by applicable law. It is

anticipated that buildings within Zone B shown on Illustration 7 that are occupied by a business actively conducted from the premises will not be subject to immediate demolition and clearing after acquisition. Rather, the desire would be to transition these businesses and properties on such timetable and terms as the CDA determines appropriate to implementation of the Redevelopment Plan after discussions with the appropriate parties, taking into consideration, among other things, the interests of business retention. The CDA or City as determined appropriate shall prepare plans and provide reasonable assistance for the relocation of businesses displaced from the Initial Redevelopment Project Area to the extent required or permitted by applicable law.

The City or CDA, in addition to powers expressly set forth in this Redevelopment Plan, shall be authorized to take such further actions as allowed under the Community Development Law, including without limitation, Neb. Rev. Stat. Section 18-2103(12) or 18-2107, and as the CDA or City determines necessary or appropriate to implement this Initial Redevelopment Project, eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out this Redevelopment Plan. Any proceeds related to any disposition of property or any interests therein shall be used to recoup expenses related to the Initial Redevelopment Project or for other permissible purposes under this Redevelopment Plan or Community Development Law.

The Initial Redevelopment Project will be carried out on such terms and conditions as the CDA or City determines necessary or advisable in accordance with this Redevelopment Plan and the Community Development Law. The CDA by adopting and recommending to the City this Redevelopment Plan finds and determines that acquisitions within the Initial Redevelopment Project Area, or any interests therein, are necessary or incidental to the Initial Redevelopment Project and proper clearance, development, or redevelopment of the substandard and blighted Redevelopment Area. The CDA also shall be authorized to acquire within the Initial Redevelopment Project Area such personal property as the CDA determines necessary or appropriate in accordance with this Redevelopment Plan and applicable law. Approval of this Redevelopment Plan shall be deemed approval of said Initial Redevelopment Project, and the CDA and City shall carry out the Initial Redevelopment Project and to do so shall have all authority provided under this Redevelopment Plan or otherwise provided by the Community Development Law or other applicable law. The City Administrator or her designee shall be authorized to take such actions from time to time on behalf of the CDA or City as necessary or appropriate to carry out the Initial Redevelopment Project. Provided, however, any contract or agreement of the CDA or City in excess of \$5,000 shall be subject to approval of the governing body of the CDA or City, as the case may be.

Though having no immediate plans to do so, the CDA also shall be authorized to periodically acquire by voluntary purchase and sale, eminent domain or other permissible means, demolish, clear, prepare, improve and dispose of other portions of the 84th Street Redevelopment Area that are outside of the Initial Redevelopment Project Area as the CDA from time to time determines necessary or appropriate to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out this Redevelopment Plan on terms and conditions as the CDA determines satisfactory.

The CDA, pending disposition of real property acquired in a redevelopment project area for redevelopment, shall be authorized to operate and maintain said real property for uses and purposes as the CDA determines appropriate, though not in conformity with the redevelopment plan and without regard to provisions of the Community Development Law applicable to lease, sale or other disposition of real property, including without limitation leasing said property to private parties.

INITIAL PROPERTY ACQUISITIONS

84TH STREET REDEVELOPMENT AREA

LA VISTA, NEBRASKA



LEGEND



0 80 160 320 480 640 Feet

ZONE A
ZONE B

La Vista, Nebraska
General Redevelopment Plan
84th Street Redevelopment Area

26

ILLUSTRATION 7

Conclusions

A successful **General Redevelopment Plan** for the **84th Street Redevelopment Area** will guide the public purposes and uses described in this Plan, including without limitation eliminating or preventing the recurrence of the substandard and blighted area, by redevelopment or other permissible means under the Community Development Law, while securing the viability of this **Area** as a combined residential neighborhood and commercial service area. New construction should not imitate, but be compatible by similar materials, colors and heights exhibited by existing structures within, and adjacent the **Area**.

The Community Development Agency (CDA) and the City of La Vista, not in limitation of other Funding Sources, should seek funding sources to create a revolving loan and/or grant program for the rehabilitation and improvement of buildings and public uses in the **84th Street Redevelopment Area**. The demolition of existing buildings will eliminate a portion of the substandard and blighted area, make the **Redevelopment Area** more attractive for redevelopment and thereby prevent recurrence of the substandard and blighted area. Prior to transportation network improvements, the City and the CDA should develop a timeline and set of objectives to accommodate efficient infrastructure development and improvements.

The CDA and City, in addition to any authority expressly set forth in this Plan, each shall have all authority provided under the Community Development Law or other applicable law as the CDA or City determines necessary or appropriate to implement and carry out this **Redevelopment Plan** or the Initial **Redevelopment Project** within the **Redevelopment Area**. All documents referred to in this **General Redevelopment Plan** are incorporated herein by reference, and all referenced statutes or laws shall be deemed to include said statutes or laws as enacted or amended from time to time. The CDA, or City Staff on behalf of the CDA, from time to time may develop policies, procedures, rules, regulations and forms for implementing this **General Redevelopment Plan**, the Initial **Redevelopment Project** and any additional redevelopment projects, as periodically adopted or amended.

Public and Private Foundations

This **General Redevelopment Plan** addresses numerous community and redevelopment activities for **84th Street Redevelopment Area** in La Vista, Nebraska. The major components of this **General Redevelopment Plan** will be accomplished as individual projects, beginning with the Initial **Redevelopment Project**; however, a comprehensive redevelopment effort is recommended. Just as the redevelopment efforts should be tied together, so should the funding sources to ensure a complete project. The use of state and federal monies, local equity and tax

incentives coupled with private funding sources, can be combined for a realistic and feasible funding package. The following provides a nonexclusive listing of the types of funding to assist in implementing this **General Redevelopment Plan**. Each selected redevelopment project should be accompanied with or soon thereafter include a detailed plan of both sources and uses of various funds.

Building Improvement District
Tax Increment Financing
LB 840 or LB 1240
Historic Preservation Tax Credits
Low Income Housing Tax Credits
Sales Tax
Property Tax
Community Development Block Grants - Re-Use Funds
Local Lender Financing
Owner Equity
Small Business Association-Micro Loans
Community Assistance Act
Donations and Contributions
Intermodal Surface Transportation Efficiency Act
GBOT

Private Foundations

American Express Foundation
Kellogg Corporate Giving Program
Marietta Philanthropic Trust
Monroe Auto Equipment Company Foundation
Norwest Foundation
Piper, Jaffray & Hopwood Corporate Giving
Target Stores Corporate Giving
Pitney Bowes Corporate Contributions
Burlington Northern Santa Fe Foundation
US West Foundation
Woods Charitable Fund, Inc.
Abel Foundation
ConAgra Charitable Fund, Inc.
Frank M. and Alice M. Farr Trust
Hazel R. Keene Trust
IBP Foundation, Inc.
Mid-Nebraska Community Foundations, Inc.
Northwestern Bell Foundation
Omaha World-Herald Foundation
Peter Kiewit and Sons Inc. Foundation
Thomas D. Buckley Trust
Valmont Foundation
Quivey-Bay State Foundation

GENERAL REDEVELOPMENT PLAN AMENDMENTS

<u>PROJECT NAME / LOCATION AND COST</u>	<u>RESOLUTION #</u>
1. _____ \$ _____	_____
2. _____ \$ _____	_____
3. _____ \$ _____	_____
4. _____ \$ _____	_____
5. _____ \$ _____	_____
6. _____ \$ _____	_____
7. _____ \$ _____	_____
8. _____ \$ _____	_____
9. _____ \$ _____	_____
10. _____ \$ _____	_____

**HOMEOWNERS ASSOCIATIONS -
PRESIDENTS**

Giles Corner

Marv Zuroske
7924 S 74th Ave Cir.
La Vista, NE 68128

402-312-4053 (Cell)

Southwind Villas

Max Thacker
8148 S 94th Cir.
La Vista, NE 68128

559-7438 (Work)
402-290-6321 (Cell)
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Southwind

Cindy Keffer
9229 Parkview Blvd.
La Vista, NE 68128

Windstone

Dale Wepfer
7917 S 94th St.
La Vista, NE 68128

592-2433 (Home)
bwepfer@cox.net

Val Verde

Ralph G. Healey Jr.
8707 S. 97th Ave.
La Vista, NE 68128

**PRESIDENT OR CHAIRPERSON OF A
GOVERNING BODY**

Educational Services Unit 3

Dr. D. Gil Kettelhut
Educational Service Unit 3
6949 South 110th St.
Omaha, NE 68128

Metro Community College-La Vista

Randy Schmailzl
9110 Giles Road
La Vista, NE 68128

Metro Community College-Omaha

Randy Schmailzl
Metropolitan Community College
5300 N 30th St.
Omaha, NE 68103

Sarpy County Agricultural Society

Rich Jansen
20801 Ruff Road
Gretna, NE 68028

Papio Natural Resources District

Richard L. Kolowski, Chairperson
Papio Natural Resources District
8901 S. 154th St. Ste. A
Omaha, NE 68138

Papillion-La Vista Public Schools

Andrew Rikli, Superintendant
Papillion-La Vista Schools
420 South Washington St.
Papillion, NE 68046

Sarpy County Board

Jim Warren, Chairman
Sarpy County Board
1210 Golden Gate Dr. Ste. 1126
Papillion, NE 68046

Hanna:Keelan Associates

Tim Keelan
Hanna:Keelan Associates
3275 Holdrege St.
Lincoln, NE 68503

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO THE COMPREHENSIVE PLAN — INCORPORATE 84 TH STREET REDEVELOPMENT PLAN	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend the Comprehensive Plan by incorporating the 84th Street Redevelopment Plan.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and an ordinance prepared to consider incorporating the 84th Street Redevelopment Plan as an amendment to the Comprehensive Plan.

The Redevelopment Plan for the 84th Street Redevelopment Area has been completed by Hanna:Keelan Associates, P.C., as presented at the Council meeting.

Nebraska statutes require the Redevelopment Plan to be submitted to the Planning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole. On July 15, 2013, the Planning Commission will hold a public hearing and vote on recommending the Redevelopment Plan as in conformity with the City's Comprehensive Plan, subject to amending the Comprehensive Plan to incorporate the Redevelopment Plan.

ORDINANCE NO. _____

AN ORDINANCE TO INCORPORATE THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA AS AN AMENDMENT TO THE COMPREHENSIVE PLAN; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. AMENDMENT OF THE LA VISTA COMPREHENSIVE PLAN. The 1997 Comprehensive Plan Update titled "Comprehensive Plan 2007" for the City of La Vista dated September 11, 1997, and prepared by Hanna:Keelan Associates P.C., as adopted by Ordinance No. 693 is hereby amended to incorporate the Redevelopment Plan for the 84th Street Redevelopment Area; and

SECTION 2. REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA. The Redevelopment Plan for the 84th Street Redevelopment Area, shall mean the plan titled "Redevelopment Plan 84th Street Redevelopment Area" for the City of La Vista, Nebraska, dated July 2013, prepared by Hanna:Keelan Associates P.C., and as adopted by the City Council on July 16, 2013, as Resolution No. _____.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA

Subject:	Type:	Submitted By:
FRANCHISE AGREEMENT AND COMMUNICATIONS CABLE & FACILITIES AGREEMENT BETWEEN CITY OF LA VISTA AND CENTURYLINK	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

An ordinance and resolution have been prepared authorizing the Mayor and City Clerk to enter into a Franchise Agreement and Communications Cable & Facilities Agreements with CenturyLink for the operation of cable services within the City and the use of public rights-of-way within the City limits for installation of communications facilities.

FISCAL IMPACT

An annual rental fee of Two Dollars (\$2.00) per lineal foot for the use and occupancy of the space within the public rights-of-way will be collected. The Occupation Tax as set forth in the City's Master Fee Schedule will be collected.

RECOMMENDATION

Approval

BACKGROUND

Qwest Corporation dba CenturyLink QC has requested permission to install cable in the city limit rights-of-way. An agreement is being presented to allow this.

Qwest Broadband Services, Inc. dba CenturyLink has requested a nonexclusive Cable Franchise Agreement to provide service to the residents of the City. This service will not be available to all residents initially. The service-area will be expanded over time as is stated in the franchise agreement. Franchise fees will be collected according to our Master Fee Ordinance.

Both agreements were negotiated by the City Attorney with direction from the City Administrator and Staff.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA APPROVING A NONEXCLUSIVE CABLE FRANCHISE OF QWEST BROADBAND SERVICES, INC., DBA CENTURYLINK; AUTHORIZING THE EXECUTION OF THE NONEXCLUSIVE FRANCHISE AGREEMENT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE

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

SECTION 1. The Mayor and City Council of the City find and determine that it is advisable to approve a nonexclusive franchise to Qwest Broadband Services, Inc., dba CenturyLink ("Franchisee") to maintain a cable system and provide cable services to the residents of the City.

SECTION 2. A nonexclusive franchise agreement between the City and Franchisee is attached hereto as Exhibit A and incorporated herein by this reference ("Franchise Agreement"). The City hereby approves the nonexclusive franchise of Franchisee to maintain a cable system and provide cable services to the residents of the City, and the Franchise Agreement between the City and Franchisee is hereby adopted and approved, subject to Franchisee's filing a certificate of franchise with the City Clerk, in form and content satisfactory to the City, and further subject to such ordinances, rules and regulations of the City (including, but not limited to, Chapter 115 of the La Vista Municipal Code) and such other applicable laws, rules and regulations, as in effect or amended from time to time.

SECTION 3. The Mayor and City Clerk of the City of La Vista are hereby authorized to execute the Franchise Agreement and to take such other action as is necessary or appropriate to carry out the actions approved herein.

SECTION 4. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH QWEST CORPORATION DBA CENTURYLINK QC FOR USE OF PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS FOR INSTALLATION OF COMMUNICATIONS FACILITIES

WHEREAS, the Mayor and City Council find it necessary to have an agreement setting forth conditions for this proposed installation; and

WHEREAS, Qwest Corporation dba CenturyLink QC (Qwest), is registered with the State of Nebraska as a Competitive Local Exchange Carrier; and

WHEREAS, this agreement would entitle Qwest to request permission to use public right-of ways from the City of La Vista; and

WHEREAS, the agreement includes a Statement of Policy and Standard Specifications for Communication Facilities on City Property; and

WHEREAS, the agreement provides for the installation of communications facilities by Qwest subject to certain terms and conditions as set forth in the agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor and City Clerk are hereby authorized to execute an agreement with Qwest Corporation dba CenturyLink QC for use of public right-of-way within the city limits for installation of communications facilities subject to the final form of agreement being satisfactory to the City Attorney and City Administrator.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013

CITY OF LA VISTA

Douglas Kindig
Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Nonexclusive Cable Franchise Agreement
Between
QWEST BROADBAND SERVICES, INC., d/b/a CenturyLink
And
CITY OF LA VISTA, NEBRASKA

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This Franchise Agreement (the "Franchise" or the "Agreement"), is entered into by and between the City of La Vista, a municipal corporation (the "Franchising Authority" or "City"), Qwest Broadband Services, Inc., d/b/a CenturyLink a Colorado corporation (the "Company"), a wholly owned subsidiary of CenturyLink, Inc., a publicly traded Louisiana corporation, doing business as CenturyLink and having local offices at 1314 Douglas Street, Omaha, Nebraska 68102.

WITNESS THAT:

WHEREAS, the Franchising Authority is a city of the first class located in Sarpy County, Nebraska that owns Rights of Way located within its corporate boundaries. The Company is in the business of providing Cable Services by utilizing facilities at least in part located within public Rights of Way. Qwest Corporation, a Colorado corporation and wholly owned subsidiary of CenturyLink, Inc., ("QC") is in the business of constructing, owning, operating, maintaining, repairing, upgrading and replacing facilities at least in part located in public Rights of Way and constituting Cable Systems used to provide Cable Services; and

WHEREAS, the Company, by transmittal dated January 8, 2013, submitted with the City Clerk of the Franchising Authority an application pursuant to Chapter 115 of the La Vista Municipal Code requesting a cable television franchise to operate and provide Cable Service within the Franchise Area utilizing facilities owned by QC at least in part located within the Right of Way of the Franchising Authority and constituting a Cable System; and

WHEREAS, the Franchising Authority is authorized to grant one or more nonexclusive cable franchises pursuant to La Vista Municipal Code § 115.003 and applicable state and federal law; and

WHEREAS, the Franchising Authority intends to exercise the full scope of its municipal powers to the extent not prohibited by state and federal law, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens within the City of La Vista; and

WHEREAS, the Franchising Authority has determined that the grant of a nonexclusive franchise on the terms and conditions in this Agreement is consistent with the public interest and the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1. DEFINITIONS

The following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"Affiliate" means any Person or entity that directly or indirectly controls or is controlled by or is under common control with a party to this Agreement.

"Applicable Law" means all applicable federal, state and local laws, rules, regulations and other requirements, as adopted or amended from time to time, governing matters set forth in, arising out of or related to this Agreement, including, but not limited to, the Cable Act.

"Basic Service" means the lowest priced tier of service which includes the retransmission of local broadcast television signals, including as a minimum, but not limited to, all must-carry signals and all Governmental Programming Channels.

"Cable Act" means collectively Title VI of the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, each as amended.

"Cable Service" or "Service" means the one-way transmission to Subscribers of (i) video programming, or (ii) other programming services, such as digital audio; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" or "System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include: (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Rights of Way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a Cable System (other than for the purposes of the Cable Act, 47 U.S.C. § 541(c)) to the extent that such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with the Cable Act, 47 U.S.C. §573; or (5) any facilities of any electric utility used solely for operating its electric utility system.

"Channel" shall be defined herein as it is defined under the Cable Act, 47 U.S.C. § 522(4),

meaning a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel, as defined by the Federal Communications Commission by regulation.

“City” means the City of La Vista, Nebraska.

“City Code” means the La Vista Municipal Code and all other applicable laws, rules, regulations and requirements of the City, as enacted or amended from time to time.

“City Council” means the city council of the City.

“Company” means Qwest Broadband Services, Inc. as identified at the beginning of this Agreement, and its lawful and permitted successors, assigns and transferees.

“Control” or “Controlling Interest” means, except to the extent otherwise defined elsewhere in this Agreement, actual working control in whatever manner exercised.

“Converter” means an electronic device, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all signals included in the Service delivered at designated Converter dial locations.

“Day” unless otherwise specified shall mean a calendar day.

“Effective Date” means the last date that this Agreement is executed by the parties.

“Expanded Basic Service” refers to the next tier of Service above the Basic Service tier excluding premium or Pay Television services.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the incorporated limits of the City of La Vista, Nebraska, as constituted from time to time during this Agreement.

“Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the Franchising Authority on Company or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their Services but not including a tax, fee, or assessment which is unduly discriminatory

against cable operators or cable Subscribers); capital costs which are required by the Franchise to be incurred by Company for Governmental Programming access facilities; requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17. Franchise Fee as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 542.

"Franchising Authority" means the City of La Vista, Nebraska, or its successor, or any official, officer, employee, agent, board, bureau, authority, agency, commission, or department specifically designated or authorized by the Franchising Authority to act on its behalf with respect to one or more specified matters under this Agreement.

"Governmental Programming Channels" means those channels designated by the Company to provide Governmental Programming.

"Governmental Programming" means such information, data, messages, broadcasts and public meetings of the Franchising Authority and such other political subdivisions of the State of Nebraska or other governmental unit, or any committee, body or agency thereof, and any other civic, public, educational or governmental programming, as authorized from time to time by the Franchising Authority or its designee.

"Gross Revenues" shall mean all revenue derived by the Company and any Affiliate, subsidiary, parent, or any Person in which the Company has a financial interest, from or in any way related to the operation of the Cable System to provide Cable Service pursuant to this Agreement. Provided, "Gross Revenues" shall include, but not be limited to:

- (1) revenue derived from any tier of Cable Service;
- (2) revenue derived from optional premium Cable Services;
- (3) revenue derived from Pay Television Cable Service;
- (4) revenue derived from Installation, disconnection, reconnection and changes-in-Service;
- (5) late fees;
- (6) Franchise Fees;
- (7) revenue derived from leased Channel fees for commercial leased access programming and

services;

- (8) Converter rentals;
- (9) studio rental, production equipment and personnel fees;
- (10) advertising revenues from the provision of Cable Services over the Cable System;
- (11) revenues from program guides and electronic guides;
- (12) revenues from home shopping, and other revenue-sharing arrangements;
- (13) additional outlet fees;
- (14) all revenues derived from any ancillary services related to the provision of Cable Service pursuant to this Franchise (the parties agree that ancillary services do not include "telecommunications" services or "information" services as those terms are defined by federal law); and
- (15) revenue received by any entity other than the Company where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees.

Provided, further, that "Gross Revenues" shall not include:

- (i) bad debt;
- (ii) any taxes on services furnished by the Company which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Company on behalf of said governmental unit. The Franchise Fee is not such a tax; or
- (iii) revenue from or fees for any services other than Cable Services or from services that are not provided to Subscribers via the Cable System.
- (iv) The parties intend for the definition of Gross Revenues to be as inclusive as possible consistent with existing Applicable Law. If there is a change in federal law subsequent to the Effective Date of this Agreement, such change shall not impact this Gross Revenues definition except to the extent the change specifically preempts the affected portion of the definition above.

"**Installation**," unless otherwise provided herein, shall mean the connection of the Cable System from a feeder cable to a residence, place of business or other Customer building.

"Living Unit" means a distinct address within the Franchise Area, other than those addresses which are subject to an agreement that, by its terms, prevents Company from providing Cable Service to such address ("the Qwest Corporation (QC) network inventory system"). This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

"Normal Business Hours" means, at a minimum, 9 a.m. to 5 p.m., Monday through Friday, and 9 a.m. to 1 p.m. on Saturday, unless otherwise agreed by Company and Franchising Authority.

"Normal Operating Conditions" means those service conditions which are within the control of Company. Those conditions which are not within the control of Company include, but are not limited to, natural disasters, civil disturbances, employee strikes by the Company's collectively bargained employees, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the facilities used to provide Cable Services.

"Pay Television" means the delivery over the Cable System of pay-per-Channel or pay-per-program Cable Service to Subscribers for a fee or charge, in addition to the charge for Basic Service or other programming services that a cable operator makes available to all Subscribers generally.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

"QC" means Qwest Corporation, an Affiliate of Company, and Qwest Corporation's lawful and permitted successors, assigns and transferees.

"Remote Terminal" means a Digital Subscriber Line Access Multiplexer (DSLAM) capable of offering Cable Services to Subscribers.

"Right of Way" means "Street", "Public Right of Way" or "Right of Way" defined elsewhere in this Agreement.

"Street", "Public Right of Way" or "Right of Way" means the surface of, and the space above and below, any dedicated public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parking, parkway, way, lane, public way, drive, circle, or other dedicated public right of way in the Franchise Area, including, but not limited to, easements within the Franchise Area which have been dedicated for

compatible uses; but shall not include any property of the Franchising Authority which is not a dedicated public right of way, street, highway or alley.

"Subscriber" or "Customer" means any Person, public building or governmental entity within the Franchise Area that is authorized to receive Cable Service provided by Company; provided, however, that Company recognizes the right and ability of any authorized lessee or tenant of a Subscriber to request the fulfillment of certain Customer service obligations of Company set forth herein.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2. GRANT OF AUTHORITY

2.1 Grant of Franchise. Subject to the terms and conditions of this Franchise Agreement, the charter of the Franchising Authority and Applicable Law, the Franchising Authority hereby grants to the Company a nonexclusive franchise which authorizes the Company to utilize facilities erected, constructed, installed and maintained by QC in, along, upon, across, above, over or under the Public Rights of Way within the Franchise Area and all extensions thereof and additions thereto, including such poles, wires, cables, conductors, ducts, underground conduits, vaults, manholes, and other fixtures and other facilities for the provision of Cable Services by Company in the Franchise Area. Not in limitation of the foregoing, use of Right of Way for the Cable System and Cable Service shall be nonexclusive and subject to applicable requirements of the City Code or other ordinances, regulations, policies, procedures or rules governing permitted use of Right of Way.

2.2 Absent a change in Applicable Law following the Effective Date of this Agreement, the Company (1) acknowledges and accepts the Franchising Authority's legal right to issue and enforce the Franchise and this Agreement; (2) accepts and agrees to comply with each and every provision of this Agreement; (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary; and (4) agrees not to challenge or attempt to challenge in any claim or proceeding any condition or term of this Agreement or otherwise contend the same to be unreasonable, arbitrary or void or that the Franchising Authority was without power or authority to make such term or condition. The Company accepts and will accept the validity of the terms and conditions of local law as it exists and may be amended from time to time throughout the term of its Franchise, provided, however, that any such amendments of local law that are solely applicable to cable service franchises or cable systems and completely discretionary rather than made to reflect changes to federal or state laws, rules or regulations, shall not conflict with the terms of this Franchise;

provided, however, that nothing set forth in the foregoing provisions of this Section 2.2 shall prevent or prohibit the Franchising Authority or Company from receiving the benefit of mandated rights subsequently enacted under federal or state law which expressly preempt any of the terms, provisions and/or obligations hereunder. In the event any such rights are subsequently enacted under federal or state law, the Company agrees that this Agreement at the option of the Franchising Authority shall be subject to renegotiation.

2.3 This Agreement and the Franchise granted hereunder shall constitute both a right and an obligation to provide Cable Services as set forth herein. The Company's authority under this Agreement is subject to and must be exercised in strict accordance with the provisions of the City Code.

2.4 This Franchise does not authorize the provision of any service other than Cable Services or in any way relieve the Company of any obligation to obtain any authorizations, licenses, permits or franchises now or hereafter required to use the Rights of Way in the Franchise Area to provide Cable Services or other services. The provisions of this Agreement are not a bar to the imposition of similar, different or additional conditions with respect to the use of the Rights of Way in the Franchise Area in connection with the provision of Cable Services or services other than Cable Services provided such conditions are materially consistent with the conditions imposed on similarly situated Right of Way users other than the Omaha Public Power District and the Metropolitan Utilities District. Nothing herein shall be read to prevent Company from providing other non-cable services to the extent consistent with Applicable Law.

2.5 The Company promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate or subcontractor of the Company directly involved in the offering of Cable Service in the Franchise Area or directly involved in the management or operation of Cable System in the Franchise Area, will comply with the obligations of this Franchise. The parties acknowledge that QC will obtain all necessary permits and be responsible for the construction, installation, maintenance, repair, replacement, upgrade, removal and operation of the facilities in the public Rights of Way, which will be utilized by the Company to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Agreement governing delivery of Cable Services. The parties also acknowledge that if and when QC does provide Cable Services to Subscribers, QC will need to obtain a separate cable franchise from the Franchising Authority. To the extent the Company at any time owns, constructs or installs any facilities in the public Rights of Way, Company in accordance with Applicable Law will obtain all necessary permits and be responsible for said ownership, construction, operation or

work.

2.6 No Rights of Way shall be used by Company if the Franchising Authority determines that such use is inconsistent with the terms, conditions or provisions by which such Rights of Way were created or dedicated, or are presently used, or the City Code.

2.7 No rights shall pass to the Company by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

(A) Any other permit or authorization generally required under the City Code for the privilege of transacting and carrying on a business within the Franchise Area that may be required by the Franchising Authority; or

(B) Any permits or agreements for occupying any property of the Franchising Authority or private entities to which access is not specifically granted by this Agreement including, without limitation, permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the Franchising Authority or another Person or entity.

2.8 The Franchise granted by this Agreement shall be nonexclusive. The Franchising Authority specifically reserves the right to grant, at any time, such additional franchises for a Cable Service or Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Company.

2.9 Term of Franchise. This Franchise shall expire ten (10) years from the Effective Date of this Agreement, unless sooner renewed or lawfully terminated in accordance with the terms hereunder and Applicable Law; subject, however, to the option of the City at any time during the initial ten (10) year term to extend said term beyond ten (10) years for up to an additional ten (10) years, upon written acceptance of such extension by the Company.

2.10 Renewal. Subject to the Cable Act, 47 U.S.C. § 546, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

2.11 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company, QC or any Person utilizing the Cable System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights

of the Franchising Authority in and to the Streets.

SECTION 3. AREA TO BE SERVED

3.1 The Company is hereby authorized to provide Cable Services over a Cable System within the jurisdictional boundaries of the Franchise Area, including any areas annexed by the Franchising Authority during the term of this Franchise. The parties acknowledge that Company is not the first entrant into the wireline video market in the Franchise Area. The Franchising Authority acknowledges the Company's position that as a new entrant, investment in and expansion of the Cable Service or Cable System should be driven by market success, and not a contractual requirement for initial ubiquitous coverage, except as otherwise provided in Section 3.1.2, below. The Company acknowledges the Franchising Authority desires wireline competition throughout the entire Franchise Area so all residents may receive the benefits of competitive Cable Services.

3.1.1 Initial Service Coverage. To demonstrate its commitment to provide Cable Service to the Franchise Area, Company agrees that within three (3) years from the Effective Date of this Franchise, Company shall offer Cable Services over a Cable System to at least twenty-five percent (25%) of the Living Units in the City. Company shall not be obligated under this Franchise to expand the provision of Cable Service beyond the Initial Coverage Threshold until twenty-seven and one half percent (27.5%) of the Living Units in the Initial Coverage Threshold purchase Cable Services from Company ("Initial Subscription Threshold"). If, on the third anniversary of the grant of this Franchise, Company's Cable Service offering exceeds the Initial Coverage Threshold, then the Initial Subscriber Threshold shall apply to all Living Units offered Cable Service by Company, not just the Initial Coverage Threshold.

3.1.2 Expansion of Service Coverage. Once the Company achieves the Initial Subscription Threshold, Company agrees that within two (2) years from that date, Company shall offer Cable Services to an additional fifteen percent (15%) of the Living Units in the City ("Additional Coverage Threshold"). Company shall not be obligated under this Franchise to expand Company's Cable Service offering beyond the Additional Coverage Threshold until twenty-seven and one half percent (27.5%) of the Living Units offered Cable Service by Company in the Additional Coverage Threshold purchase Cable Services from Company ("Additional Subscription Threshold"). If Company's Cable Service offering exceeds the Additional Coverage Threshold prior to the meeting the Additional Subscription Threshold, then the Additional Subscription Threshold shall apply to all Living Units offered Cable Service by Company in the Franchise Area, not just the Additional Coverage Threshold. Thereafter, this process of increasing the Additional Coverage Threshold by fifteen percent (15%) when the prior Subscription Threshold is met will

be continued every two (2) years until Company is capable of offering Cable Services to all Living Units in the Franchise Area.

3.1.3 Meetings to Review Deployment of Cable Services. Notwithstanding Section 9.3, below, at the request of the City, Company will meet with appropriate representatives of the City to review maps and/or other data points relating to the provisions of Sections 3.1.1 and 3.1.2 above and Company shall preserve all such maps or other information relating to Sections 3.1.1 and 3.1.2 during the term of this Agreement and any extension hereof.

3.2 In General. Except as otherwise provided herein, where Company chooses to activate a Remote Terminal capable of providing Cable Service, the Company shall provide Cable Service within seven (7) Days of a request by any Person within four thousand (4,000) cable feet of an activated Remote Terminal. For purposes of this subsection, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Company, receipt of a written request by Company or receipt by Company of a verified verbal request. Company shall provide such service at non-discriminatory monthly rates for residential Subscribers, consistent with Applicable Law. Company shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance and consistent with 47 U.S.C. Section 541(a)(3), or based upon any factor listed in Section 6.2 of this Agreement.

3.3 The Company shall offer the individual units of a multiple dwelling unit all Cable Services offered to other Living Units in the Franchise Area and shall individually wire units upon request of the property owner or renter who has been given written authorization by the owner; provided, however, that any such offering is conditioned upon the Company having legal access to said unit. The Franchising Authority acknowledges that the Company cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit.

3.4 The Cable System shall be interconnected with other contiguous Cable Systems that are owned and operated by Company, QC or an Affiliate of either, provided that such Cable Systems are served by the headend located in the Omaha metropolitan area.

3.5 After the City has launched a public, educational or government access channel under the terms of this Franchise, Company shall, in accordance with this subsection, interconnect the Governmental Programming Channels of the Cable System with any other contiguous cable system not owned or operated by Company or an Affiliate, upon the directive of the Franchising Authority. Interconnection of Channels may be done by direct cable connection, microwave link, satellite or other appropriate methods. In the alternative, Company may provide a direct fiber feed to Governmental Programming origination facilities in

order to provide any designated access provider with Governmental Programming origination capabilities. The Franchising Authority shall not direct interconnection except under circumstances where it can be accomplished without undue burden or excessive costs to Subscribers. Company shall not be required to interconnect with the other cable system operators unless the operator of such cable system is willing to do so and pays for its own cost of constructing and maintaining the interconnect up to the demarcation point.

3.6 Company shall only be required to interconnect Governmental Programming Channels with an overbuilder in the Franchise Area in the event that the City has launched a public, educational or government access channel and the Franchising Authority determines in its sole discretion that it would be economically burdensome to its Subscribers to construct and maintain return lines directly from the origination point(s) of the Governmental Programming Channel(s) versus interconnecting with the Company. In the event Company receives a directive from the Franchising Authority to interconnect with an overbuilder, it shall immediately initiate negotiations with the other affected cable system or Systems and shall report to the Franchising Authority the results of such negotiations no later than sixty (60) Days after such initiation. If the parties cannot reach an agreement on the terms of the interconnect, including compensation and timing, the dispute shall be submitted to the Franchising Authority for determination and resolution. Additionally, Company shall only be required to interconnect with an overbuilder if the overbuilder is providing similar support for Governmental Programming as required pursuant to this Franchise.

SECTION 4. THE CABLE SYSTEM

4.1 The Cable System and Its Operations

4.1.1 General Obligation. The Company shall operate and maintain Cable Services providing a minimum of one hundred (100) Channels of Cable Service to Subscribers in the Franchise Area in a manner consistent with Applicable Law, FCC technical standards, and the requirements of this Agreement. Upon request of the City from time to time, Company shall file or cause to be filed with the City a map of the exact location and description of all components of the Cable System located in Rights of Way.

4.1.2 Mandatory Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Company are honored. In the event that QC or Company elects to overbuild, rebuild, modify, Transfer (as defined in Section 10 of this Agreement) or sell the Cable System or Franchise, or Company gives the Franchising Authority notice of intent to terminate or fails to renew its Franchise, the Company shall act so as to insure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. In the event of a change of Company, or in the

event a new operator acquires the Cable System or Franchise, the Company shall cooperate with the Franchising Authority, new franchisee or operator in maintaining continuity of Cable Service to all Subscribers.

In the event Company fails to provide Cable Service for seven (7) consecutive Days without prior approval of the City or without just cause, the City may, at its option, provide Cable Service or designate an operator until such time as Company restores Service under conditions acceptable to the City or a permanent operator is selected. If the City is required to fulfill this obligation for the Company, the Company shall reimburse the City for all reasonable costs or damages in excess of revenues from the Cable Service or Cable System received by the City that are the result of the Company's failure to perform. The City shall also be entitled to its payment of the Franchise Fee during that period.

4.1.3 Service or Line Extension. The Company shall provide Cable Service to all Living Units within the Franchise Area provided that such Living Units are within 4,000 cable feet of an activated Remote Terminal at no additional cost to the Subscriber. The Company may enter into any agreement with developers, property owners, or residents to serve areas not required to be served, provided that such Agreement shall be consistent with the terms of this Franchise.

4.1.6 Technical Performance. Throughout the term of this Franchise, Company shall ensure the Cable System is operated, maintained and upgraded in accordance with the testing procedures and the technical performance standards of the FCC in effect from time to time to provide similar technical capabilities, capacity, performance and functionality for the provision of Cable Services as other similarly situated cable systems operated by Company or any Affiliate in the United States, and shall provide to Franchising Authority upon request, a written report of the results of any testing of the Cable System or Cable Services, including annual proof of performance and cumulative leakage index tests conducted pursuant to FCC standards and requirements. Company shall at all times maintain a skilled workforce trained to perform all obligations under this Agreement.

4.2 Requirements With Respect to Work on the Cable System. This Franchise and all requirements and work involved in the construction, installation, operation, maintenance, repair, upgrade, removal, relocation or use, of the Cable System to provide Cable Service shall be subject to Applicable Law as modified from time to time. Notwithstanding anything in this Agreement to the contrary, the Franchising Authority from time to time may cut, remove, move, relocate, disconnect or render inoperable, or cause the cutting, removal, movement, relocation, disconnection or rendering inoperable of, facilities including the Cable System in case of emergency or other situations not prohibited by Applicable Law. Company's rights under this

Agreement with respect to use of Right of Way to provide Cable Service shall be subject to Applicable Law, and Franchising Authority shall not incur any liability to the Company or any other Person arising out of or relating to any act or omission of City in accordance with Applicable Law. When possible, the City shall provide notification prior to any cutting or movement of Cable System wires.

4.3 Maps and Plats

4.3.1 Company's Obligation. The Company shall make available for inspection by the Franchising Authority true and accurate maps or plats of all existing and proposed installations to provide Cable Services and update the same at reasonable intervals so that the Franchising Authority will have access to current set of such maps and plats.

4.3.2 Franchising Authority's Obligation. The Franchising Authority shall provide, upon request from the Company, the boundaries from time to time of the Franchise Area.

4.4 Service to Public Buildings.

4.4.1 If and when any one or more of the below described buildings are within four thousand cable (4,000) feet of an activated Remote Terminal and the Designated Representative selects Company as the exclusive provider of Cable Services for such building, the Company shall provide free of charge and not subject to offset against the Franchise Fee, throughout the term of this Agreement, one (1) service drop, two (2) outlets and two (2) Converter units if necessary, and Basic Service and Expanded Basic Service (i.e. together the equivalent of sixty (60) or more Channels of programming) or the future equivalent of such service tiers offered by Company in the Franchise Area ("Complimentary Service"), to any public facilities located in the Franchise Area including but not limited to: City Hall; all public fire stations and police stations; all public libraries; all Governmental Programming access facilities designated by the Franchising Authority; all City and County administrative and operational buildings; all public and private accredited K-12 schools located in the Franchise Area ("Public Buildings"). Each separate unit of a jointly owned public facility shall constitute a separate Public Building for purposes of this 4.4.1 to the extent technically feasible to provide Complimentary Service to each separate unit of a jointly owned public facility.

4.4.2 For purposes of this Section 4.4, the term "Designated Representative" shall include anyone designated by the local governing body responsible for the Public Building in question. The Designated Representative may request Complimentary Service to Public Buildings which shall be made in writing. Company shall be responsible for all costs of extension for any installation which is less than

four thousand (4,000) cable feet from the Company's activated Remote Terminal. The Public Building shall pay any net additional drop or extension Installation Costs in excess of four thousand (4,000) cable feet. For purposes of this Section 4.4, "Installation Costs" shall include only the Company's documented cost of: (1) necessary materials, equipment and hardware to complete the installation; and (2) required labor charged at Company's lowest hourly service charge taking into account the classification and skill level of employee(s) needed to perform. The recipient of the Complimentary Install will secure any necessary right of entry.

4.4.3 Notwithstanding anything to the contrary set forth in this Section 4.4, Company and the Franchising Authority agree that Company shall not be required to honor a Complimentary Service request to any Public Building unless it is technically feasible.

4.4.4 Nothing in this Section 4.4 is intended to prevent a separate written agreement between any entity receiving Cable Services under the terms hereof and the Company regarding the subject matter hereof. To that end, in the event a separate written agreement with any such entity is negotiated and agreed upon, the Company shall give notice thereof to the Franchising Authority and advise therein as to the provisions of this Franchise which are no longer applicable to such entity. In no event, however, shall the Company be relieved of its obligations to meet the requirements of this Section 4.4 should such a written agreement fail to materialize, be terminated, or expire during the term of this Franchise.

4.4.5 The Franchising Authority acknowledges and agrees the Company shall have no obligation to provide Complimentary Service to any private Person or entity which is leasing space in a Public Building.

4.5 Parental Control. The Company shall provide adequate security provisions in its Subscriber equipment to permit parental control over the use of Cable Services on the System consistent with federal law.

4.6 Emergency Alert System. The Company shall install and maintain an Emergency Alert System that meets all requirements of federal law.

4.7 No Liability to Company. Neither the Franchising Authority nor its officers, officials, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Company as a result of or in connection with the protection, movement, removal, alteration, or relocation of any part of the Cable System or resulting impact to the Cable Service by or on behalf of the Company, QC or the Franchising Authority in connection with any emergency, public work, public improvement, alteration of any municipal structure, or any change in the grade or line of any Street.

SECTION 5. GOVERNMENTAL ACCESS

5.1 Subject to any modifications determined necessary or appropriate in a written amendment signed by both parties, the Company, as soon as reasonably practicable and not later than one hundred eighty (180) Days after written notice is provided by City to Company , shall comply with the requirements of Exhibit A governing Governmental Programming access and Governmental Programming in the Franchise Area. Exhibit A is incorporated herein by this reference.

SECTION 6. FEES AND CHARGES

6.1 Rates, Fees and Charges. Before any new or modified rate, fee, charge, deposit or associated term or condition for Cable Service may be imposed, the Company must provide notice to the Franchising Authority of the change and notify affected Subscribers, as required by Applicable Law. Submission of a Company rate card which reflects all current rates, fees, charges, deposits and associated terms and conditions will satisfy the requirements of this Section 6.1.

6.2 Prohibition Against Discrimination in Charges to Residential Subscribers. The Company shall not discriminate between or among any residential Subscribers in the rates, terms or conditions for any Cable Service; provided that the foregoing requirement shall not prevent (to the extent otherwise permitted by Applicable Law) the use of (i) short-term sales promotions and other short-term discounts or reduced charges; (ii) reasonable discounts or reduced charges to senior citizens or economically disadvantaged groups; or (iii) bulk rate arrangements. Nothing in this section shall be construed to prevent the Company from individually negotiating the rates, terms and conditions of Cable Service provided to nonresidential Customers. Notwithstanding the foregoing, Company shall not deny Service, deny access or otherwise discriminate on rates or any other terms or conditions of Cable Services (or any related service provided by Company) on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, marital status, income level, neighborhood of residence, demographics, status with regard to public assistance or location within the Franchise Area; and Company shall comply with nondiscrimination requirements of Applicable Law.

6.3 Franchising Authority's Regulation of Fees and Charges. The Franchising Authority reserves the right to regulate the Company, the Cable System and the rates, fees, charges, deposits and associated terms and conditions for Cable Service (or for related equipment or services such as equipment rental, deposits and downgrade fees) provided pursuant to this Agreement to the fullest extent permitted by Applicable Law, as amended from time to time, and the Franchising Authority may, in connection with any such regulation, establish rules and regulations from time to time to the extent permitted by such Applicable

Law. In connection with such regulation, the Franchising Authority shall comply with FCC rules or regulations as amended from time to time and provide the public with an opportunity to comment.

6.4 Bundled Services. If Company offers Subscribers a price discount if they obtain a bundle of Cable Service and one or more non-Cable Service goods or services at a single discounted price, then beginning on the Effective date of this Agreement for the purpose of computing Gross Revenues, the discount shall be allocated equally to each service or good included in the bundle.

SECTION 7. CUSTOMER SERVICE

In addition to any other customer service requirement set forth in this Agreement, Company shall meet all customer service standards attached hereto as Exhibit B, consistent with Applicable Law. Exhibit B is incorporated herein by this reference.

SECTION 8. COMPENSATION AND OTHER PAYMENTS

8.1 Compensation to the Franchising Authority. As compensation for the use of the Public Rights of Way to provide Cable Services, the Company shall pay to the Franchising Authority the amounts set forth in this Section 8.

8.1.1 Franchise Fees for Cable Service. During the term of this Franchise, the Company shall pay to the Franchising Authority a Franchise Fee in an amount equal to five percent (5%) of Company's Gross Revenues. The five percent (5%) Franchise Fee includes compensation for Right of Way use for the Cable Service and Cable System. For purposes of the Franchise Fee to be paid by Company under this Agreement, in the case of Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications of Company, the fee shall be applied only to the Gross Revenues attributable to Company's Cable Service as reflected on the books and records of Company kept in the regular course of business in accordance with Generally Accepted Accounting Principles and Applicable Law.

8.1.2 Franchise Fees – Change in Rate. Upon ninety (90) Days advance written notice from Franchising Authority to Company, the Franchising Authority may increase or decrease the Franchise Fee to the extent permissible under Applicable Law, and pursuant to said notice and direction, Company shall pay to the Franchising Authority an annual Franchise Fee of up to the maximum amount permitted by Applicable Law. At any time during the duration of this Franchise, in the event that the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the City may unilaterally amend this Franchise after holding a public hearing to provide that such excess amount shall be added to

the Franchise Fee payments to be paid by Company to the City hereunder, provided that Company has received at least ninety (90) Days prior written notice from the City of such amendment and that all other providers of cable services in the Franchise Area are subject to the same increase in Franchise Fees.

8.1.3 Franchise Fees – Payment. All such payments of Franchise Fees shall be made on a quarterly basis, not later than forty-five (45) Days after the last Day of each calendar quarter, and shall be remitted simultaneously with a report setting forth the Gross Revenues for the period ending on said last Day. Unless otherwise directed by the City Administrator or the City Administrator's designee, the Company shall provide such information using the form attached hereto and incorporated by reference as Exhibit C. The Company, within 120 days after the conclusion of each fiscal year of the Company, also shall file an annual financial report including yearly total Gross Revenues, payments to the City and all relevant financial information. Each report shall be verified as accurate by the proper financial officer of the Company and shall conform to Generally Accepted Accounting Principles applied on a consistent and fair basis. Any amount not paid when due hereunder shall accrue interest at the rate of ten percent (10%) per annum, compounded monthly.

8.1.4 Franchise Fee Payments Subject to Audit. No acceptance of any Franchise Fee payment by the Franchising Authority shall be construed as an accord and satisfaction of any claim the City may have for further or additional sums payable hereunder or for any performance or obligation of the Company. The City shall have the right to inspect relevant records of the Company and its Affiliates to determine whether the Franchise Fee was paid accurately, and the right to audit and recompute any amounts payable thereto; provided that such audit shall commence within sixty (60) months following the close of each fiscal year of the Company. In the event the City determines that additional amounts are due, the Company shall pay said amount within thirty (30) Days following written notice from the City; provided that the Company may pay said amount under protest with the right to recompute the same.

8.2 Continuing Obligation. In the event the Company continues to operate all or any part of the Cable Service after the term of this Franchise, the Company shall continue to comply with all applicable provisions of this Agreement, including, without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall be, for a period not to exceed ninety (90) Days thereafter and in no way be construed as a renewal or other extension of this Agreement or the Franchise.

8.3 Other Payments. The Franchise Fees provided under this Section 8 are in addition to any other amounts that may be due the Franchising Authority by Company from time to time, including, but

not limited to taxes and permit fees. In addition, the Company shall pay all reasonable incidental costs related to the renewal of this Franchise incurred by the Franchising Authority for which reimbursement is allowed pursuant to federal law and the FCC. Payment of said costs shall be made within thirty (30) Days following written notice from the Franchising Authority to the Company.

SECTION 9. OVERSIGHT AND REGULATION

9.1 Franchising Authority's Right of Oversight. The Franchising Authority shall have the right to oversee, regulate, and periodically inspect the operation, maintenance and upgrade of the Cable System, as permitted or as necessary to ensure compliance with the provisions of this Agreement.

9.2 Reports. At the request of the Franchising Authority, the Company shall promptly submit to the Franchising Authority such reasonable information as the Franchising Authority may request regarding compliance with any term or condition of this Agreement.

9.3 Meetings. During the term of this Agreement, and upon ten (10) Days prior written notice, Company agrees to meet with representatives of the Franchising Authority from time to time as requested by the Franchising Authority and not more than quarterly. Topics at such meeting shall include, but shall not be limited to, an evaluation of Company's compliance with any term or provision of this Agreement, including without limitation Sections 3 and 4. Prior to and during such evaluations, Company shall fully cooperate with the Franchising Authority and provide such information and documents as from time to time requested by the Franchising Authority.

9.4 Company To Maintain Books, Records and Files

9.4.1 Books and Records. Throughout the term of this Agreement, Company shall maintain complete and accurate books of account, maps and records with respect to the Cable Services and performance under this Agreement. All books, maps and records in the possession or control of the Company that are necessary or appropriate to verify compliance with this Agreement shall be made available to the City or its representatives at a location within the City or at a different location mutually agreed by the parties that is in the Omaha metropolitan area in which the Franchise Area is located. To the extent it is necessary for the City to send representatives to a location located more than twenty (20) miles from La Vista City Hall to inspect Company's books, maps or records, Company shall be responsible for all reasonable travel costs incurred by City representatives. All records pertaining to financial matters which may be the subject of an audit by the Franchising Authority shall be retained by the Company for a minimum of five (5) years following the close of each fiscal year of the Company.

Upon request by the Franchising Authority, the Company agrees to provide either a list of all shareholders holding ten percent (10%) or more of its outstanding shares or a chart or similar document stating its ownership structure that includes the ultimate parent company. Upon request, the Company shall provide the Franchising Authority with copies of reports related to the provision of Cable Service that it files with any government agency

9.4.2 File for Public Inspection. Throughout the term of this Franchise, the Company shall maintain, in a file available for public inspection during Normal Business Hours at the Company's headend located in the Omaha metropolitan area, those documents required pursuant to the FCC's rules and regulations.

9.4.3 Subject to the privacy provisions of 47 U.S.C. § 521 et seq., Company shall prepare and maintain written records of all written complaints made to it relating to the provision of Cable Service in the City and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Company and made available to the Franchising Authority upon request. The Company shall, upon request of the Franchising Authority, annually furnish the Franchising Authority with: (i) a report showing the number of Basic Service tier Subscribers; and (ii) a summary of how the Company resolved all written complaints forwarded to it by the Franchising Authority from Subscribers concerning the operation of the Cable System or Service. The Franchising Authority agrees that it shall use its best efforts to keep any such reports generated by the Company as confidential, except as necessary or appropriate to exercise and its right under this Agreement.

9.5 Franchising Authority's Rights of Inspection and Audit

9.5.1 Right of Inspection. During Normal Business Hours and upon reasonable notice to the Company, the Franchising Authority or its designated representatives may inspect and examine any aspect of the Cable Service, including without limitation, facilities and equipment thereof, as necessary or appropriate to ensure compliance with this Agreement.

9.5.2 Franchising Authority May Conduct Compliance Audit and Hearings. To the extent permitted by law, the Franchising Authority may conduct a compliance audit and hold public hearings as provided by the City Code.

9.6 Liquidated Damages.

9.6.1 Subject to the provision of written notice by the Franchising Authority to the Company and a reasonable opportunity to cure, liquidated damages shall be paid by the Company immediately upon demand by the City, and if not so paid, shall be paid by the surety under the performance bond required by Section 11

of this Agreement for the following breaches:

(A) For failure to maintain or provide records or reports as specified by the Franchising Authority or this Agreement, Company shall pay to Franchising Authority, One Hundred Dollars (\$100) per Day.

(B) For the failure to provide Cable Service to Subscribers as required herein, Company shall pay to the Franchising Authority Two Hundred and Fifty Dollars (\$250) per Day.

(C) For failure to restore the performance bond as required within thirty (30) Days, the entire remaining amount of the performance bond, if any, shall be forfeited and paid to City.

(D) For failure to comply with build-out obligations, set forth in Section 3 of this Agreement, Company shall pay to the Franchising Authority Three Hundred Dollars (\$300) per Day for each Day or part thereof that such noncompliance continues.

(E) For failure to meet Customer Service requirements for two consecutive calendar quarters, Company shall pay to the Franchising Authority One Thousand Dollars (\$1,000) per month for each month in which Customer service requirements were not met.

9.6.2 The performance bond shall become the property of the Franchising Authority in the event that Company's Franchise is cancelled by reason of default of the Company. The Company, however, shall be entitled to the return of the performance bond, or portion thereof, as remains at the expiration of the term of this Agreement, provided that there is no then outstanding default or existing obligation on the part of the Company.

SECTION 10. TRANSFERS AND ASSIGNMENTS

10.1 Transfer of Franchise or Interest Therein

10.1.1 Consent Generally Required.

(A) Except as set forth in Section 10.1.2, Company shall not sell, transfer, lease, assign, sublet, encumber, pledge, deed, grant, mortgage or dispose of, in whole or in part, either voluntarily or involuntarily, by forced or involuntary sale or transfer, or by ordinary or voluntary sale, transfer, consolidation or otherwise, the Franchise and/or Cable System or any right, title or interest therein, or rights or privileges granted by the Franchise ("Transfer"), without the prior consent of the City Council of the Franchising Authority, which consent shall not be unreasonably withheld; though the

Franchising Authority shall have the option to grant consent, grant consent subject to specified conditions, or deny consent. Any attempt to Transfer the Franchise and/or Cable System without the consent of the City Council shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the City Council shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness.

(B) The following events shall be deemed to be a Transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of the assets of, Company, or its parent company; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interest in, Company or its parent company (except publicly traded shares of CenturyLink, Inc.) by one or more of its existing share holders, partners, members or other equity owners so as to create a new Controlling Interest in Company or its parent company; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Company or its parent company so as to create a new Controlling Interest in such entity or its parent (except for publicly traded shares of CenturyLink, Inc.); and (iv) the entry by Company or its parent company into one or more agreements with respect to the management or operation of such entity and/or the Cable System. The term "Controlling Interest" as used in this Section 10 is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(C) In the case of any Transfer of any Franchise and/or Cable System the Franchising Authority shall have one hundred twenty (120) Days to act upon any request for approval of such Transfer that contains or is accompanied by such information as is required in accordance with FCC Regulations, the requirements of this Agreement or such other reasonable information as the Franchising Authority, in its sole discretion, may request. If the Franchising Authority fails to render a final decision on the request within one hundred twenty (120) Days from receipt by the Franchising Authority of all required information, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

(D) Company shall notify Franchising Authority in writing upon learning of any pending or proposed foreclosure or other judicial, trustee or other sale of all or a substantial part of the Franchise, Cable System or other assets of the Company or its parent company or upon the termination of any lease or interest covering all or a substantial part of said Franchise, Cable System or other assets. Such notification shall be considered by Franchising Authority as notice that a Transfer of the Franchise and/or Cable System has taken place and the provisions under this Section 10 governing the consent of

Franchising Authority to such change in Controlling Interest or ownership of assets shall apply.

(E) For the purpose of determining whether it shall consent to such change, Transfer, or acquisition of control, Franchising Authority may inquire into the legal, technical and financial qualifications of the prospective transferee or controlling party, and obtain any other information or make any other inquiry as the Franchising Authority deems necessary or appropriate, and Company shall assist Franchising Authority in any such inquiry. Except for Transfers described in Section 10.1.2, in seeking Franchising Authority's consent to any Transfer, Company shall file with the Franchising Authority an application in form of FCC Form 394. The application shall be submitted to the Franchising Authority not less than ninety (90) Days prior to the date of Transfer. The transferee shall be required to establish that it possesses the legal, technical and financial qualifications to operate and maintain the Franchise and/or System and comply with all applicable requirements for the remainder of the term of the Franchise. If, after considering the legal, financial and technical qualities of the applicant and determined they are satisfactory, the Franchising Authority finds that such Transfer is acceptable, the Franchising Authority shall transfer and assign the rights and obligations of such Franchise and/or Cable System, subject to the applicable terms of the City Code and such other terms or conditions specified by the Franchising Authority. The consent of the Franchising Authority to such Transfer shall not be unreasonably denied.

(F) Any financial institution having a pledge Company or its assets for the advancement of money for the construction and/or operation of the Cable System or Franchise shall have the right to notify the Franchising Authority that it or its designee satisfactory to the Franchising Authority shall take control of and operate the Cable System or Franchise, in the event of default by Company in any of its financial obligations, subject to approval of Franchising Authority. Further, said financial institution shall also submit a plan for such operation within thirty (30) Days of assuming such control that will insure continued service and compliance with all applicable requirements during the term the financial institution exercises control over the Cable System or Franchise. The financial institution shall not exercise control over the Cable System for a period exceeding one (1) year unless extended by the Franchising Authority in its discretion and during said period of time it shall have the right to petition the Franchising Authority to transfer the Franchise or Cable System to another company. Company shall pay or reimburse costs of the Franchising Authority to analyze, consider or make a decision regarding any proposed Transfer.

10.1.2 Transactions for Which Consent is Not Required. The prior consent of the Franchising Authority shall not be required with respect to intra corporate transfers or reorganizations between or among wholly owned or controlled subsidiaries of CenturyLink, Inc., provided, however, that any such transaction

that constitutes a direct or indirect Transfer to a Person that is not a wholly owned or controlled subsidiary of CenturyLink, Inc. shall require prior consent of the Franchising Authority pursuant to Section 10.1.1. The Franchising Authority will be given at least thirty (30) Days prior written notice of any such transaction, and will be provided any such information as may be reasonably requested by the Franchising Authority.

10.1.3 No Waiver. The consent or approval of the Franchising Authority to any Transfer shall not constitute a waiver or release of any pending violations of this Agreement, known or unknown to the Franchising Authority or Company, any Franchise Fees, or any enforcement rights of the Franchising Authority under Applicable Law or this Agreement.

SECTION 11. SPECIFIC RIGHTS AND REMEDIES

11.1 Remedies Not Exclusive. Franchising Authority shall have the specific rights and remedies set forth in this Section 11. These rights and remedies are in addition to any and all other rights or remedies set forth in this Agreement or as, now or hereafter available to the Franchising Authority to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the Franchising Authority shall not release any obligations or liabilities under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery or payments.

11.2 Performance Bond.

11.2.1 Within thirty (30) days after the Effective Date, the Company shall deposit with the Clerk of the Franchising Authority a performance bond from a surety authorized to do business in the State of Nebraska and acceptable to the Franchising Authority in the minimum amount of One Hundred Thousand Dollars (\$100,000). The form and content of such performance bond shall be subject to the approval of the City Attorney and shall contain a provision that the issuer of such performance bond can rely absolutely on the demand of the Franchising Authority upon said performance bond. The performance bond shall be annually renewable and shall be used to ensure the faithful performance by Company of all provisions of this Agreement, including payment of Franchise Fees; compliance with all orders, permits and directions of any agency, commission, board, department, division, or office of the Franchising Authority having jurisdiction over its acts or defaults under this Agreement; and the payment by Company of all claims, liens, liquidated damages and taxes due the Franchising Authority. In the alternative, and subject to the same requirements as set forth in this Section 11.2, Company may furnish a letter of credit in the required amount, in form and content (and issued by a financial institution authorized to do business in the State of Nebraska and) acceptable to the Franchising Authority.

11.2.2 The performance bond shall be maintained at the minimum amount of One Hundred Thousand Dollars (\$100,000) during the entire term of this Franchise, even if amounts are withdrawn pursuant to this section.

11.2.3 If Company fails to pay the Franchising Authority any amount within the time fixed herein, or fails to pay to the Franchising Authority any taxes due and unpaid, or fails to pay or repay the Franchising Authority within ten (10) Days any damages, costs, or expenses which the Franchising Authority is compelled to pay by reason of the acts or default of Company in connection with the Franchise, or fails after receipt of thirty (30) Days' written notice of such failure by the Franchising Authority to comply with any provision of this Franchise which the Franchising Authority reasonably determines can be remedied by an expenditure of money, the Franchising Authority may, subject to Section 11 herein, demand and receive payment of the amount thereof, with interest, under the performance bond. Upon such demand for payment, the Franchising Authority shall notify Company of the amount and date thereof.

11.2.4 The performance bond shall contain the following endorsement: "It is hereby understood and agreed that this performance bond may not be canceled by the issuer hereof nor the intention not to renew be stated by the issuer hereof until thirty (30) Days after receipt by the Franchising Authority, City of La Vista, Nebraska, by registered mail of a written notice of such intention to cancel or not to renew." Within thirty (30) Days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority a replacement performance bond in a form reasonably acceptable to the Franchising Authority.

11.3 Events of Default

11.3.1 Grounds. Subject to Section 13.8 of this Agreement, Company agrees that an Event of Default ("Event of Default") shall include, but shall not be limited to, any of the following acts or failures to act:

(A) Company's material breach or violation of any of the terms, covenants, representations or warranties contained herein, Company's failure to perform any obligation hereunder;

(B) The foreclosure or other judicial or nonjudicial sale or Transfer of all or any material part of the Franchise or Cable System, except as approved by the Franchising Authority pursuant to Section 10 of this Agreement;

(C) The condemnation by a public authority other than the Franchising Authority, or sale dedication under threat or in lieu of condemnation, of all or any material part of the Cable System;

- (D) The suspension or discontinuance of business by the Company;
- (E) Any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law for the provision of Cable Services or the expiration without renewal of any such authorization;
- (F) Company's failure to pay the Franchise Fee or failure of Company to pay any other amount due under this Agreement;
- (G) Company's failure to pay any taxes of any kind, including, but not limited to, property or income taxes, due and owing to the City or Sarpy County on or before the due date for the same; provided, however, that Company shall not be in default with respect to any taxes that have not been paid because they are being disputed in good faith;
- (H) The entry of any judgment against the Company that remains unpaid for longer than forty-five (45) Days after entry (and is not stayed pending rehearing or appeal) which would materially impair Company's ability to provide Cable Services in the Franchise Area;
- (I) Dissolution or termination of the Company for any reason;
- (J) The Company's voluntary or involuntary filing in bankruptcy, insolvency, transfer for the benefit of creditors, failure to pay debts as they come due or any attempt to obtain protection from creditors;
- (K) Company's attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the Franchising Authority or Subscribers or Customers of the Company; or
- (L) Failure to comply with the requirements set forth in Section 3 of this Agreement.

11.3.2. Franchising Authority Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, as set forth in Section 11.3.1, and in accordance with the procedures provided in Section 11.3.3, the Franchising Authority may take one or more of the following actions (in addition to, and not in limitation of, any other action, right or remedy available at law or equity):

- (A) require the Company to take such actions as the Franchising Authority deems reasonably appropriate to cure such Event of Default;
- (B) seek damages from the Company as compensation for such Event of Default;

- (C) seek to obtain the appointment of a court-appointed trustee or similar Person to take any actions which the Franchising Authority deems appropriate in the circumstances;
- (D) terminate this Agreement, in which case, the Franchise shall be forfeited; or
- (E) commence an action at law for monetary damages or in equity for injunctive relief or specific performance.

11.3.3 Default Procedures. The Franchising Authority shall notify the Company, in writing, of an Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. If the Event of Default is due to failure of the Company to pay money to Franchising Authority, Company shall cure the default by paying the full amount due with interest within thirty (30) Days after the date notice is given. For an Event of Default which cannot be cured by the payment of money to Franchising Authority, Company shall have sixty (60) Days after notice is given to cure the Event of Default. If the Event of Default is not cured, the Event of Default and proposed termination of the Franchise shall be considered by the City Council in accordance with such notices, public hearings and other procedural requirements as required by Applicable Law.

11.4 Termination. In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the Franchising Authority may: (i) direct the Company to cooperate with the Franchising Authority or third party in maintaining continuity in the distribution of Cable Service to Subscribers over the Cable System for a period of up to three (3) months; or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner. In such event, the Franchising Authority shall retain any Franchise Fees or other fees or payments already paid, and the Company shall immediately pay all other amounts that are due and payable upon the termination date. Company shall simultaneously submit to Franchising Authority a financial statement as would otherwise be required under this Agreement, showing all amounts that are due and payable upon the termination date.

11.5 New Legal Requirements. Franchising Authority shall have the option to reopen this Franchise Agreement within ninety (90) Days of any applicable federal or state law, regulation, rule or order that becomes effective after the Effective Date and affects the right of the Franchising Authority to regulate rates or protect Subscribers of Cable Services, and only those matters directly affected by the legislation shall be at issue in the event the Franchise Agreement is reopened or matters that may otherwise be mutually agreed to by the parties.

SECTION 12. INSURANCE AND INDEMNITY

12.1 Insurance

12.1.1 Specifications:

(A) Liability Insurance. Throughout the term of this Agreement and during the removal of the Cable System, the Company shall, at its own cost and expense, maintain a general comprehensive public liability insurance policy or policies that are in a form and content reasonably acceptable to the Franchising Authority, together with evidence reasonably acceptable to the Franchising Authority demonstrating that the premiums for said policy or policies have been paid. Such policy or policies shall be issued by one or more companies licensed to do business in the State of Nebraska with a rating by A.M. Best & Co. of not less than "A." Such policy or policies shall provide coverage on an "occurrence" basis and shall insure (i) the Company and (ii) the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees (through appropriate endorsements if necessary) against each and every form of liability of the Company, or Franchising Authority referred to in, or arising out of or resulting from this Agreement with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate. Standard form of cross liability shall be afforded. An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Company's operations under this Franchise and that no other insurance maintained by the Franchising Authority will be called upon to contribute to a loss under this coverage. The insurance required by this Section 12.1.1 shall include coverage for, but shall not be limited to covering, property damage.

(B) Workers' Compensation. The Company shall comply with the Nebraska Workers' Compensation Act and in that regard shall during this Agreement and removal of the Cable System secure insurance from an insurer licensed in the State of Nebraska to cover its obligations with respect to workers' compensation claims, or take other appropriate steps, which insurance and steps shall be in form and substance satisfactory to the Franchising Authority. The Company shall indemnify and hold harmless the Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from any workers' compensation claims to which the Company may become subject during the term of this Agreement or removal of the Cable System.

(C) Other Coverages. The Company shall at all times during this Franchise also maintain the following types of insurance, written by an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority (and in form and content acceptable to the Franchising Authority)

to indemnify, defend and hold harmless Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from and against the specified risks:

- (i) \$1,000,000 per person, \$5,000,000 per occurrence comprehensive automobile liability insurance.

(D) Maintenance. The Company shall maintain said insurance policies throughout the term of this Agreement and such period of time during which the Company provides Cable Services and until all performance under this Agreement is completed. Each such policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled, the amount or extent of coverage decreased, nor the intention not to renew be stated until thirty (30) Days after receipt by the Franchising Authority, by registered mail, of a written notice of such intent to cancel, decrease coverage or not renew." Within thirty (30) Days after receipt of notice, the Company shall obtain and furnish to the Franchising Authority replacement insurance policies in a form reasonably acceptable to the Franchising Authority. The Franchising Authority and each of the parties for which insurance protection is to be provided by Company under this Agreement shall be designated in the governing policies as additional named insureds. Within thirty (30) Days after the Effective Date, and at such other times as requested by Franchising Authority, Company shall provide Franchising Authority with certificates of insurance evidencing the coverages in effect in accordance with this Section 12.1. Failure to maintain the insurance required by this Section 12.1 shall be a material breach of this Agreement.

12.1.2 Increased Insurance Coverage. In the event of any changed circumstances following the Effective Date, if the Franchising Authority wishes to alter the minimum limitation of the liability insurance policy or policies required in Section 12.1, then the Franchising Authority and Company shall negotiate such alteration in good faith.

12.1.3 Liability Not Limited. The legal liability of the Company to the Franchising Authority and any Person for any of the matters which are the subject of the liability insurance policies required by this Section 12.1 including, without limitation, the Company's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Company.

12.2 Indemnification of the Franchising Authority. Company shall defend, indemnify, and hold harmless the Franchising Authority, its officers, officials, employees, agents, attorneys, consultants,

boards, commissions, representatives and independent contractors ("Indemnified Parties") from and against any and all liabilities, costs, claims, damages, penalties, charges, losses or expenses of any kind (including, without limitation, attorneys' fees and court costs) in any way arising out of or resulting from: (i) the operation of, or any risk, event or occurrence related to, this Franchise or the Cable Service, or any part thereof or activity or function related thereto, or to any production or distribution thereof or thereunder, (ii) any Company property, (iii) the failure of Company or any of its respective officers, agents, employees, successors, or assigns to comply with any applicable federal, state or local law, rule, regulation or order, or (iv) any act, omission or negligence of Company or its respective officers, agents, employees, successors or assigns.

12.3 Non-waiver. The fact that Company carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Company's duty of defense and indemnification under this subsection.

SECTION 13. MISCELLANEOUS

13.1 Controlling Authorities. This Agreement shall be deemed to be executed in La Vista, Nebraska and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Nebraska, as applicable to contracts entered into and to be performed entirely within that State and such other laws of the State as are applicable to the Agreement or the subject matter thereof. This Agreement is made with the understanding that its provisions are controlled by and subject to Applicable Law.

13.2 Compliance with State and Federal Laws.

(A) Notwithstanding any other provision of this Agreement to the contrary, the Company shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof, provided however, if any such state or federal law or regulation shall require the Company to perform any service, or shall permit the Company to perform any service, or shall prohibit the Company from performing any service, in conflict with the terms of this Agreement or of any law or regulation of the Franchising Authority, then as soon as possible following knowledge thereof, the Company shall notify the Franchising Authority of the point of conflict believed to exist between such regulation or law and the laws or regulations of the Franchising Authority or this Agreement.

(B) Should the City Council determine a material provision of this Agreement is affected by any subsequent action of the state or federal government, the City Council shall have the right to

modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Agreement; with the consent of the Company to the extent the modification is not required by law.

13.3 Nonexclusive Franchise. Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person a franchise, consent, or right to occupy and use the Streets, or any part thereof, for the construction, operation, or maintenance of all or any part of a cable system within the Franchise Area or for any other purpose. This Agreement does not establish any priority for the use of the Rights of Way.

13.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

13.5 Other Matters. The parties acknowledge and agree that the grant of this Franchise is not an agreement, acquiescence or a waiver of any right, remedy or defense of Franchising Authority or Company with respect to the use of the Rights of Way for purposes other than the operation of the Cable System to provide Cable Services.

13.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party when deposited in the first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

FRANCHISING AUTHORITY

City Clerk
City of La Vista, Nebraska
8116 Parkview Boulevard
La Vista, NE 68128

With Copy to:

Thomas McKeon
Fitzgerald, Schorr, Barmettler & Brennan, PC, LLO
200 Regency One
10050 Regency Circle
Omaha, NE 68114

COMPANY

Qwest Broadband Services, Inc. d/b/a CenturyLink
Attn: Public Policy
1801 California Street, Floor 10
Denver, CO 80202

With courtesy copy to:

CenturyLink
Attn: Public Policy / Governmental Affairs
1314 Douglas on The Mall
Omaha, NE 68102

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

13.7 Headings. Headings used in this Agreement are for convenience only and have no substantive effect or consequence, except for headings used in Section 1 of this Agreement.

13.8 Delays and Failure Beyond the Control of the Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to events beyond its control, including but not limited to, strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events beyond its control. In the event that such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all such steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take reasonable steps to do so in as expeditious a manner as possible.

13.9 Other Petitions and Applications. Upon request of the Franchising Authority, Company shall provide copies of public filings submitted by CenturyLink, Inc. or the Company to the FCC, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting the Cable System or Cable Services authorized pursuant to the Franchise or this Agreement.

13.10 No Waiver; Cumulative Remedies. No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section 11 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 11 of this Agreement, are cumulative and not exclusive of any remedies provided by law or in equity, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority under Applicable Law or in equity.

13.11 Eminent Domain. Nothing herein shall be deemed or construed to impair or affect, in any way to any extent, the right of the Franchising Authority to acquire the property of the Company through the exercise of eminent domain, at a fair and just value, which shall not include any amount for the Franchise itself or for any of the rights or privileges granted, or for relocation, and nothing shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the Franchising Authority's right to eminent domain.

13.12 Abandonment. Any property abandoned by the Company shall become, at the option of the Franchising Authority, property of the Franchising Authority, and the Company agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the Franchising Authority.

13.13 Reserved Rights. Notwithstanding anything in this Agreement to the contrary, this Agreement is subject to the Franchising Authority's: (i) right to control, manage and regulate Rights of Way and other public property; (ii) ordinances related to the subject matter of this Agreement, as amended from time to time, and not expressly revoked by this Agreement; (iii) right to install or maintain without charge any equipment or lines of the Franchising Authority on the poles or in conduit within Right of Way of the Franchise Area, so long as such use does not interfere or compete with Cable Services provided by Company; and (iv) right to require upon expiration or termination of this Agreement all or any part of the Cable System be removed at Company's sole cost and expense.

13.14 Time Essence of this Agreement. Whenever this Agreement shall set forth any time for any action to be performed by or on behalf of the Company such time shall be deemed of the essence and any failure of the Company to perform within the time allotted shall always be sufficient grounds for the Franchising Authority to seek termination of the Franchise or other appropriate remedy.

13.15 No Agency. The Company, and its Affiliates or subsidiaries each shall perform any obligation required under this Agreement as an independent contractor and not as an agent of the Franchising Authority.

13.16 Claims Under Agreement. The Franchising Authority and the Company agree that, except to the extent otherwise required by the Cable Act, any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Douglas County, Nebraska or in a court of appropriate jurisdiction located in Sarpy County, Nebraska ("Nebraska Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in a Nebraska Court, service of process may be made on the Company either in person, wherever Company may be found, or by registered mail addressed to the Company at its office in Nebraska as required by this Agreement, or to such other address as the Company may provide to the Franchising Authority in writing.

13.17 Additional Representations and Warranties. In addition to the representation, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection

or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date and continuing thereafter during the term of this Agreement:

(A) The Company is and shall continue as a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, and is duly authorized to do business in the State of Nebraska and in the Franchise Area and to perform the obligations set forth in this Agreement; and

(B) The Company is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the Cable System or Cable Service, and all government licenses, permits, and authorizations necessary have been obtained for the operation and maintenance of the Cable System or Cable Service or any other performance under this Agreement.

13.18 Company to Have No Recourse. Except, as expressly provided in this Agreement, the Company shall have no recourse whatsoever against the Franchising Authority, its officers, boards, commissions, agents, attorneys or employees for any loss, cost, expense or damage arising out of or relating to the Cable System or Cable Service or any action or inaction of the Franchising Authority with respect thereto, nor for the failure of the Franchising Authority to have the authority to grant all or any part of any franchise. The Company expressly acknowledges that, in accepting the Franchise and other specified obligations by executing this Agreement, it does so relying upon its own investigation and understanding of the power and authority of the Franchising Authority to grant a franchise. By accepting the Franchise and becoming signatory hereto, the Company acknowledges it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Franchising Authority or by any other third Person concerning any term or condition not expressed herein. The Company further acknowledges by the acceptance of the Franchise that it has carefully read the terms and conditions hereof, and of law, and is willing to and does accept all of the risks of the meaning of such terms and conditions. All parties have participated in the drafting of this Agreement and have approved all of its terms and provisions. Accordingly, the parties waive the application of any rule of law to the effect that ambiguous or conflicting terms or provisions shall be interpreted or construed against the party who prepared the executed document.

13.19 Entire Agreement. This Agreement, including the recitals above and any exhibits, documents or instruments referenced in this Agreement, all of which shall be incorporated herein by reference, embodies the entire understanding and agreement of the parties with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings,

whether oral or written, among or between any of the parties with respect to the subject matter hereof; including, without limitation, all prior drafts of this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of any party.

13.20 Modification. Except as otherwise provided in this Agreement or Applicable Law, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by both parties, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, ordinance or order by the Franchising Authority in accordance with Applicable Law.

13.21 Severability. If any section, subsection, provision, paragraph, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.22 Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) neither Company nor any subcontractor of Company shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) City is a recipient of federal funds and all required contractual provisions of a recipient of federal funds shall be deemed incorporated into this Agreement by this reference and shall be binding upon the parties.

IN WITNESS WHEREOF, the parties by our respective duly authorized agents hereto affix our signatures and seals.

CITY OF LA VISTA, NEBRASKA,
A Municipal Corporation

By: _____
Douglas Kindig, Mayor

DATE: _____

Attest:

Pamela A. Buethe, City Clerk

DATE: _____

(SEAL)

QWEST BROADBAND SERVICES, INC.,
a Colorado Corporation

By: _____
R. Steven Davis, Executive Vice President

DATE: _____

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

On _____, 2013 before me, a Notary, personally appeared R. Steven Davis, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Qwest Broadband Services, Inc., d/b/a CenturyLink, and that by his signature on the instrument executed the instrument.

WITNESS my hand and official seal.

Notary Public

Exhibit A

SECTION 5. GOVERNMENTAL ACCESS OBLIGATIONS

5.1 Channel Capacity. The Company shall designate channel capacity on the Basic Service tier for Governmental Programming to be provided by the Franchising Authority or its designee (which programming may be provided pursuant to an interlocal cooperation agreement in conjunction with one or more of Ralston, any other municipality in Sarpy County or any other municipality, as agreed by the Franchising Authority, or a board or committee of representatives authorized by said municipalities and the Franchising Authority). The Company shall initially designate two (2) Channels for Governmental Programming. Except as otherwise provided by law, the channels and any programming thereon shall be under the exclusive management and control of the Franchising Authority or its designee and shall be used solely for Governmental Programming.

5.2 Channel Designations. The Company shall have sole discretion to make Channel number assignments for Governmental Programming Channels. Once Channels are assigned, the Company shall make every reasonable effort to continue cablecasting of Governmental Programming on the Cable System on the same Channels. In the event the Company is required by federal law or regulations to change the Channel number of a Governmental Programming Channel, the Company shall provide thirty (30) Days advance notice to the Franchising Authority and its Subscribers. Should the Company decide to change the Channel number for any other reason, the Company shall notify the Franchising Authority of such change and the reason for the change at least thirty (30) Days prior to the proposed change. Company shall use its best efforts to place Governmental Programming Channels in a consecutive or near-consecutive block of Channel numbers in reasonably close proximity to other public affairs programming (e.g., CSPAN, PBS) on the Basic Service tier. Company agrees not to encrypt the Governmental Programming Channels any differently than commercial Channels available on the Cable System. Company at the option of the Franchising Authority shall work with the Franchising Authority to place educational or governmental content on the Cable System in the form of video "on demand" programming. Only upon mutual written agreement by Company and Franchising Authority may Company consolidate the Governmental Programming Channels to a single Channel on the Basic Service tier. If mutually agreed upon, all of the Governmental Programming Channels could then be accessed either as an application on a menu or as choices on the assigned Channel. The Franchising Authority agrees to consider any reasonable proposal regarding Governmental Programming consolidation.

5.3 Additional Governmental Programming Channels. The Company shall make available up to one (1) additional Governmental Programming Channel to the Franchising Authority pursuant to this section. This Channel shall be made available if the following criteria are met:

(i) Existing Governmental Programming on each existing Governmental Programming Channel exceeds eighteen (18) hours per Day, at least six (6) Days per week, and this level of programming is continuous for a period of twenty-six (26) consecutive weeks;

(ii) At least 70% of such Governmental Programming is locally produced programming, of which at least twelve (12) hours per week is programming other than character generated programming.

(iii) No more than four (4) hours per Day of Governmental Programming during such twenty-six (26) week period represents repeat programming. For the purposes of this section "repeat" programming shall consist of programming that has already been shown at least one time on any Governmental Programming Channel during the preceding four (4) weeks. The additional Governmental Programming Channel shall be made available within 60 Days following the written request of the Franchising Authority and verification of compliance with each of foregoing conditions.

5.4 Use of Unused Capacity. Whenever any Governmental Programming Channel is programmed for less than eight (8) hours per Day, six (6) Days per week for a continuous period of not less than twenty-six (26) consecutive weeks, the Franchising Authority shall permit the Company to utilize unused channel capacity on that channel; subject to such rules and procedures as specified by Franchising Authority from time to time. Any request from the Company to use any fallow capacity designated for a Governmental Programming Channel must be submitted in writing to the Franchising Authority. If the Franchising Authority fails to act on the Company's request within sixty (60) Days, it shall be deemed approved. After approval, the Company may continue to utilize the unused capacity of the channel for any other purposes it so chooses, consistent with the Franchise, until the Franchising Authority determines that all or a part of such channel capacity is needed for Governmental Programming. The Company shall be given not less than sixty (60) Days to relinquish use of part of the Channel back to the Franchising Authority. This provision shall not be construed to require the Franchising Authority to rearrange or reschedule any programming upon said channel.

5.5 Additional Governmental Programming Requirements. The Company's duty to perform any obligation set forth in Sections 5.5 through 5.17 of this Exhibit A below shall arise when the same or a substantially similar obligation is required of any other cable service provider pursuant to a cable franchise agreement now or hereafter in effect with the City.

5.6 Control of Governmental Programming Channels. The control and administration of the Governmental Programming Channels shall rest with the Franchising Authority and the Franchising Authority may delegate, from time to time over the term of this Agreement, such control and administration to various entities as determined in Franchising Authority's sole discretion. The Franchising Authority may at any time allocate or reallocate the usage of the Governmental Programming Channel(s) among and between different uses and users in the Franchising Authority's sole discretion. Company and QC each agrees to cooperate and consult with Franchising Authority, free of charge, to ensure that any purchases of equipment by Franchising Authority and installations completed by the Franchising Authority are compatible with the Company's Cable Service and Cable System, technology and reasonably foreseeable system specifications.

5.7 Governmental Programming Channel Functionality. Governmental Programming Channels shall be capable of transmitting the primary video stream, related audio, and accompanying program related material within the Governmental Programming Channel video stream. "Program related material" shall mean (i) closed captioning for the hearing impaired, (ii) one alternative language or secondary audio program feed, (iii) program ratings information, (iv) such other material as may be essential to or necessary for the delivery of distribution of the primary video stream in a digital form; (v) video description information; and (vi) any material the FCC specifically identifies as program related material that a cable operator retransmitting a broadcast television signal pursuant to FCC must-carry rules is required to retransmit as part of a broadcast television signal; provided that Company is technically capable of passing through any such program related material; and provided, further, that program related material shall not include any interactive element or transactional application that requires the functionality of a two-way cable or similar plant or otherwise suggests that a return path will be provided, including, without limitation, any feature that prompts a Customer to attempt to utilize "triggers" or other options that are enabled by a return path. All such related audio and other material shall be provided as part of the Governmental Programming Channel programming feed transmitted to the Company; Company shall not be required to insert such related audio and other material onto a Governmental Programming Channel.

5.8 Governmental Programming Channels carried in High Definition. At such time as Company no longer offers the Basic Service tier in an analog format, the Franchising Authority shall have the option, upon one hundred twenty (120) Days written notice to Company, to provide Governmental Programming

Channel signals to Company in a high-defintion (HD) format (e.g. 1080i [1920 x 1080 interlaced], or some other format) utilized by one (1) or more of the commercial broadcast television stations. Company or QC shall, without cost to the Franchising Authority or Subscribers, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Subscribers.

5.9 Programming Delivery. The Franchising Authority shall ensure Governmental Programming Channels and signals are in compliance with applicable FCC technical standards so the signal quality can be processed in the Cable System headend and retransmitted to Subscribers. Company shall not discriminate against Governmental Programming Channels with respect to the functionality, signal quality, and features from those of the local broadcast Channels carried on the Cable System. With respect to signal quality, Company shall not be required to carry a Governmental Programming Channel in a higher quality format than that of the Channel signal delivered to Company, but Company shall distribute the Governmental Programming Channel signal without degradation. Company may transmit the Governmental Programming Channels to Customers in a format of its own choosing, subject to Section 5.2, above. Any and all costs associated with any modification or conversion of the Governmental Programming Channels or signals after the Governmental Programming Channels/signals leave the Franchising Authority's designated playback facilities, or any designated playback center authorized by the Franchising Authority, to a format different than that delivered by the Franchising Authority shall be provided by Company at no cost to the Franchising Authority or its designees. Company shall not cause any programming to override Governmental Programming on any Governmental Programming Channel, except by oral or written permission from the Franchising Authority, with the exception of emergency alert signals. The Franchising Authority or its designee shall ensure that the quality of the Governmental Programming Channel programming (as it leaves the Franchising Authority's playback locations) is comparable with that of similarly formatted signals received by Company from commercial providers. In no event shall Company reduce the bit rate or quality of the Governmental Programming signals it receives from the Franchising Authority.

5.10 Navigation to Governmental Programming Channels. Company agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the Governmental Programming Channels shall be treated in a non-discriminatory fashion consistent with Applicable Law so that Subscribers will have ready access to Governmental Programming Channels. This shall not be construed to require Company to pay any third party fees that may result from this obligation or install or modify any standard equipment or software to accommodate the inclusion of Governmental Programming Channels on its programming guide.

5.11 Noncommercial Use of Governmental Programming. Governmental Programming Channels are for noncommercial programming to be promoted and administered by the City as allowed under Applicable Law. Permitted noncommercial uses of the Governmental Programming Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of Governmental Programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a Governmental Programming Channel.

5.12 Initial Dedicated Fiber Return Lines. Company shall ensure the design, construction and maintenance, throughout the term of this Agreement, at Company's expense, all Governmental Programming upstream feeds, connections and distribution facilities between the Cable System headend and each location identified below as well as other return lines and associated equipment that are listed below to enable the distribution of Governmental Programming to Company's Subscribers without material degradation of signal quality. The Franchising Authority shall ensure Governmental Programming signals leaving the playback facilities are in compliance with applicable FCC technical standards. Company shall ensure the construction, repair, replacement and maintenance over the term of the Agreement all necessary technical equipment, fiber

and related infrastructure to provide high quality twenty-four (24) hours per Day fiber return feeds for each Governmental Programming Channel from the following designated access sites to the Cable System headend:

- (i) La Vista City Hall, 8116 Parkview Boulevard or an alternative site within the City as designated by the City, and
- (ii) Any other sites designated in an interlocal agreement entered by the City pursuant to Section 5.1 of this Exhibit A ("Initial Lines").

5.13 Future Fiber Return Lines for Governmental Programming. At such time that the Franchising Authority determines:

- (i) that the Franchising Authority desires the capacity to allow Subscribers in the Franchise Area to receive Governmental Programming (video or character generated) which may originate from schools, facilities operated by the Franchising Authority, other government facilities or other designated facilities (other than the Initial Lines indicated in Section 5.12 of this Exhibit A); or
- (ii) that the Franchising Authority desires to establish or change a location from which Governmental Programming is originated; or
- (iii) that the Franchising Authority desires to upgrade the connection to Company from an existing signal point of origination; the Franchising Authority shall give Company written notice detailing the location of the new point of origination or the new capability sought by the Franchising Authority ("Modifications"). Company shall thereafter respond with a written cost estimate ("Estimate") of what is necessary to implement the Modifications within a reasonable period of time. Thereafter, the Franchising Authority shall have the option of either accepting the Estimate of Company and having the Modifications performed thereby or choosing to have the Modifications completed by a third party; provided, however, that if the Franchising Authority chooses a third party to perform such Modifications, said third party must agree to follow and be bound by the Company's standard protocols and procedures applicable to granting access to the Cable System for non-Company personnel and equipment.

5.14 Governmental Programming Fee. So long as this Agreement remains effective, Company shall provide an unrestricted cash grant to the Franchising Authority in the total amount of twenty cents (\$.20) per Subscriber, per month ("Governmental Programming Fee"). Company shall make such payments quarterly, following the Effective Date of this Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31, provided that Company shall have no obligations to commence payment of such cash grants the until the calendar quarter immediately following commencement by any other provider of Cable Services of such payments to the City and written notice thereof by the City to the Company. Each payment of Governmental Programming Fees shall be due and payable no later than thirty (30) Days following the end of each quarter. Company shall not be required to pay a greater per-subscriber Governmental Programming Fee than required by the franchise agreement with the City of any other provider of Cable Services in the Franchise Area. The Subscriber multiplier shall be calculated based on the number of Subscribers served by Company as of the first day of the calendar quarter for which the Governmental Programming Fee is made.

- (i) The Governmental Programming Fees may be spent by the Franchising Authority on any Governmental Programming related expense as determined appropriate in Franchising Authority's sole discretion. The Franchising Authority need not expend the Governmental Programming Fees immediately but rather may place such funds in a designated account with principal and interest to be used solely for Governmental Programming purposes over the term of the

Agreement as determined solely by the Franchising Authority. The Franchising Authority shall not encumber the Governmental Programming Fees for any other purpose. For purposes of calculating the Governmental Programming Fee only, in the case of multiple office buildings or multiple dwelling units, the "Subscriber" shall mean each lessee, tenant or occupant; not the building owner or landlord.

(ii) The Governmental Programming Fee shall not be considered "Gross Revenues" and is not part of the Franchise Fee. The parties agree that the Governmental Programming Fee falls within one (1) or more of the exceptions in 47 U.S.C. § 542(g)(2)(C) (2006). Company agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the Governmental Programming Fee.

(iii) Any Governmental Programming Fee amounts owing pursuant to this Agreement which remain unpaid more than twenty-five (25) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the Day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under Applicable Law.

5.15 Governmental Programming Technical Quality.

(i) Company or QC shall maintain the Cable System, including the fiber return lines from the Governmental Programming origination points, in accordance with FCC technical Standards so that Governmental Programming is transported and processed by Company at the same level of technical quality and reliability as other commercial signals carried by Company. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Company for processing Governmental Programming signals will be of similar quality to the processing equipment used for other commercial Channels.

(ii) Within twenty-four (24) hours of a written request from Franchising Authority to the Company identifying a technical problem with a Governmental Programming Channel and requesting assistance, Company will provide technical assistance or diagnostic services to determine whether or not a problem with a Governmental Programming signal is the result of matters for which Company or QC is responsible and if so, Company or QC will take prompt corrective action. If the problem is caused by or the result of the Franchising Authority's equipment or action, the Company will advise the Franchising Authority of the required corrective action and, if Franchising Authority upon investigation agrees with the Company's assessment of the cause of the problem, Company may charge the Franchising Authority its standard rates for a commercial service call. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering personnel from the Company and the Franchising Authority in order to determine the course of action to remedy the problem.

5.16 Change in Technology. In the event any change is made in the Cable System, related equipment or facilities or signal delivery technology which requires the Franchising Authority to obtain new equipment in order to be compatible with such change for purposes of the Governmental Programming Channels, Company shall, at its own expense and free of charge to Franchising Authority or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Governmental Programming Channels in accordance with the requirements of the Agreement.

5.17 Relocation of Cable System Headend. In the event the Cable System headend is relocated, Company will be responsible for replacing or restoring the then-existing capability to send and receive

Governmental Programming at all existing locations at Company's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Agreement free of charge to the Franchising Authority or its designated entities.

Exhibit B
SECTION 7. CUSTOMER SERVICE

7.1 **Customer Service Standard.** Company shall comply with the customer service and protection standards: (i) set forth in this Agreement, (ii) adopted or amended from time to time by Company, (iii) from time to time adopted or amended by the FCC, and (iv) from time to time adopted or amended by any Cable Services trade association in which Company participates; provided, however, if there is any conflict between or among any two or more standards, the more stringent shall apply. To the extent permitted under federal law, Franchising Authority reserves the right to amend or revise the standards referred to in this Section 7 from time to time by ordinance upon sixty (60) Days advance written notice to Company.

7.2 **Selection of Service.** Company shall only charge Subscribers for Cable Services that Subscribers affirmatively request and shall not engage in "negative option" marketing or charge a Subscriber for any service or equipment which the Subscriber has not affirmatively requested.

7.3 **Billing.** Billings for Cable Services shall state in a conspicuous and understandable manner the amount of the bill, the date that payment is due, the date after which charges for late payment will be assessed, and the amount of any charges for late payment. Company shall not assess any charges for late payment earlier than twenty-one (21) Days after a bill is mailed to a Subscriber. Charges for late payment shall be no greater than an amount needed to reimburse the Company for additional costs incurred because of the Subscriber's delay in payment, and in any event shall not exceed One Dollar (\$1.00) unless otherwise authorized by the Franchising Authority.

7.4 **Service Calls.** Company shall require any person providing services in the community for or on behalf of Company to wear a uniform with a clearly visible Company logo and identification badge bearing the name and picture of the person wearing the same. Company shall account for all identification badges and uniforms at all times. Company vehicles used for service calls shall be clearly marked with a visible Company logo. Company shall not charge any Subscriber for any service call unless it is established that the required service is a result of negligence of, or malicious destruction of cable equipment by the Subscriber, or a problem that did not originate with the Cable System. Subscribers within the Franchise Area shall receive the same priority of service from the Company, its parent company and any of their respective Affiliates as Subscribers within any cable television franchise area located within a fifty (50) mile radius of La Vista City Hall, located at 8116 Parkview Boulevard, La Vista, NE 68128.

7.5 **Disconnection.** Company shall promptly disconnect Cable Service upon, and as of the effective date specified in, a request of any Subscriber. If no effective date is specified in a request, service shall terminate effective the Day following Day the request is received by the Company. Company shall not charge for any Cable Services after the effective date of termination of service.

Company may disconnect Cable Services to a Subscriber: (i) forty-five (45) Days after payment is due so long as Company provides at least ten (10) Days advance written notice to the Subscriber specifying the date that service will terminate (except Cable Service shall not be disconnected in the event nonpayment is due to a bona fide dispute regarding the Subscriber's bill); or (ii) at any time that the Company reasonably and in good faith determines the Subscriber tampered with or abused the Company's equipment or the Cable System or is stealing Cable Services, or determines that wiring on the premises (not provided by Company) violates FCC standards.

7.6 **Customer Contacts.** Company shall maintain within an eight (8) mile radius of City Hall of the Franchising Authority (or at such other location as agreed to by the Franchising Authority and Company) a conveniently-located local office or agent serving the Franchise Area, for the purposes of receiving payment of bills, receiving and responding to service requests, receiving and resolving Subscriber complaints and similar matters. Company also shall maintain a local toll-free telephone service for responding

to Subscribers. The office shall be open to the public during Normal Business Hours. The toll-free telephone service shall provide live operator assistance during Normal Business Hours and shall make available a live operator or telephone answering service at all other times. The office shall maintain for a period of five (5) years a record of each Subscriber complaint, response thereto and resolution thereof which shall be available for inspection by the Franchising Authority at the Company's local office during Normal Business Hours. In addition, upon request by the Franchising Authority, Company shall provide reports of customer service performance, including the number of calls or other customer contacts and Company's resolution of the same, to the extent permitted by Applicable Law.

7.7 Service Interruptions. Company shall interrupt Cable Service only for good cause and for the shortest possible time, unless otherwise permitted under Applicable Law. Company shall minimize the scope, degree and duration of any interruption. In the event of any foreseeable interruption of Cable Service, Company shall give the Franchising Authority advance written notice of the same except in the event the interruption is pursuant to a test required by the FCC. Company shall credit Subscribers pro rata for any Cable Services not received during an interruption. To minimize any service interruptions due to loss of electric power, Company shall maintain a backup power source sufficient to operate the Cable System for up to four (4) hours if there is a loss of conventional electric power.

7.8 Cable Information. Company shall not create, record or retain any information regarding the programming selected by any Subscriber nor shall Company sell, distribute, provide or make available to any Person (other than to Franchising Authority pursuant to Applicable Law or its role as franchiser) any information about or related to any Subscriber without the Subscriber's prior written authorization, except for such disclosure as necessary to carry out this Franchise Agreement, to provide Cable Services or detect unauthorized reception of any Cable Services.

7.9. Other Service Requirements.

(i) Under Normal Operating Conditions, telephone answer time by a Customer representative of Company, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, though Company shall not be required to acquire equipment or perform surveys to measure compliance with telephone answering standards unless historical record of complaints indicates a clear failure to comply.

(ii) Under Normal Operating Conditions, the Customer will receive a busy signal less than three percent (3%) of the time.

(iii) Under Normal Operating Conditions, the following standards will be satisfied at least ninety-five percent (95%) of the time:

(1) Company, unless prevented by events beyond Company's control, will begin work to correct any Service interruption as soon as possible and in any event not later than twenty-four (24) hours after receiving notice of the interruption. The Company shall begin work to correct any other Service problems the next business day after notification of the problem.

(2) The "appointment window" for Installations, Service calls, or other Installation activities will be either a specific time or, at a maximum, a four (4) hour block of time during Normal Business Hours; provided, however, Company may schedule Installations, Service calls and installation activities outside of Normal Business Hours for the sole convenience of the Customer.

(3) Company shall not cancel an appointment with a Customer after the close of business on the business day before the scheduled appointment.

(4) If Company's representative is running late for an appointment with a

Customer and will not keep the appointment as scheduled, the Customer will be contacted and the appointment will be rescheduled to a time convenient for Customer.

(iv) Company will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

- (1) Products and Services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and Service maintenance policies;
- (4) Instructions on how to use the Cable Service;
- (5) Channel positions of programming carried on the Cable System; and
- (6) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(v) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the Company, including the address of the responsible office of the City.

(vi) Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the change is within the control of the Company. In addition, the Company shall notify Subscribers thirty (30) Days in advance of any significant changes in the information required by Subsection (iv) above.

(vii) In addition to the above requirement regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Company shall give thirty (30) Days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Company need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(viii) To the extent Company is required to provide notice of Service and rate changes to Subscribers, the Company may provide such notice using any reasonable written means at its sole discretion.

(ix) Notwithstanding any other provision of this section, Company shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Company and the Subscriber.

(x) Refunds. Refund checks will be issued promptly, but no later than either:

- (1) The Customer's next billing cycle following resolution of the request or thirty (30) Days, whichever is earlier, or
- (2) The return of the equipment supplied by the Company if Service is terminated.

(xi) Credits. Credits for Service will be issued no later than the Customer's next billing cycle following the determination that a credit is warranted.

(xii) Billing:

- (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Service and premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

- (2) In case of a billing dispute, the Company must respond to a written complaint from a Subscriber within thirty (30) Days.

(xiii) Company shall, upon request, provide City with information which shall describe in detail Company's compliance with each and every term and provision of this Exhibit B.

(xiv) Subscriber Contracts. Company shall, upon request, provide the City with any standard form residential Subscriber contract utilized by Company. If no such written contract exists, Company shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to Customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Company's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

(xv) Late fees. Company shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Company imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Company's compliance with all Applicable Laws to the maximum extent legally permissible.

(xvi) Disputes. All Subscribers and members of the general public may direct complaints regarding Company's Service or performance to the City Administrator or the City Administrator's designee, which may be a person, entity, board or commission.

(xvii) Removal of facilities. Upon termination of Service to any Subscriber, at the written request of the Subscriber the Company shall at its own expense, promptly remove all of its facilities and equipment from the premises of such Subscriber

In the event the City receives complaints regarding the Company's compliance with one or more of the above-referenced standards in this Exhibit B, the City may request, and the Company shall provide, information and records kept in the Company's normal course of business documenting Company's compliance with the specific term(s) and provision(s) of this Exhibit B that is the subject of the complaint. Company shall make a good faith effort to maintain its information and records in a manner so that the City can easily verify Company's compliance with the requirements of this Exhibit B.

Exhibit C
SECTION 8.1.3 FRANCHISE FEE PAYMENT WORKSHEET

	Month/Year	Month/Year	Month/Year	Total
Basic Service				
Installation Charge				
Expanded Basic Service				
Pay Service				
Pay-per-view				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Digital Services				
Other Video Revenue				
Equipment Rental				
Processing Fees				
REVENUE				
Less Bad Debt				
Fee Calculated				

Fee Factor: 5%

**COMMUNICATIONS CABLE AND FACILITIES AGREEMENT
TO OCCUPY PUBLIC RIGHTS-OF-WAY**

THIS COMMUNICATIONS CABLE AND FACILITIES AGREEMENT TO OCCUPY PUBLIC RIGHTS-OF-WAY ("Agreement") is entered into this _____ day of _____, 2013, by and between the City of La Vista, Nebraska, a Municipal Corporation (hereinafter referred to as "the City") and Qwest Corporation d/b/a CenturyLink QC, a wholly-owned subsidiary of CenturyLink, Inc., (hereinafter referred to as "QC") (collectively the "Parties").

WHEREAS, the City is organized and existing under and by virtue of the laws of the State of Nebraska and possesses plenary power and authority over the use and occupation of the public Rights-of-way within its corporate boundaries; and

WHEREAS, QC desires to install, operate and maintain, or continue to operate and maintain, a Communications Cable System ("Cable System") and Facilities upon, over, under or within certain streets and public Rights-of-way within the corporate boundaries of the City; and

WHEREAS, QC also desires to install components of its Cable System within certain conduit which shall be owned and installed by QC which presently do not exist; and

WHEREAS, the City is authorized under the La Vista Municipal Code to grant occupancy of public Rights-of-way through formal actions of its Council and in writing; and

WHEREAS, the City and QC have agreed to be bound by the terms and conditions set forth herein which shall govern QC's use of the public Rights-of-way.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth herein, the Parties agree as follows:

Section 1 - Definitions

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

"Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control with a party to this Agreement.

"Cable Franchise Holder" means Qwest Broadband Services Inc. (QBSI), and its lawful and permitted successors, assigns and transferees, or any other holder of a Cable Franchise with the City of La Vista.

"Cable Service" means (1) the one-way transmission to subscribers of (a) video programming, which is programming provided by or generally considered comparable to programming provided by a television broadcast, or (b) other programming service, and subscriber

interaction, if any, which is required for the selection or use of such video programming or other programming service.

"City Code" means the La Vista Municipal Code and all other applicable laws, rules and regulations of the City, as enacted or amended from time to time.

"Effective Date" means the last date that this Agreement is executed by the Parties hereto.

"Communications Cable System" or **"Cable System"** shall mean Facilities now or hereafter owned or controlled by QC located within the Jurisdiction as now or hereafter constituted.

"Facilities" means all physical components of QC's Cable System located within the Jurisdiction, including without limitation cables, poles, wires, pipes, underground conduits, ducts, equipment cabinet, manholes, hand holes, vaults, fiber optic cables and devices, switches, routers, amplifiers, power supplies and other structures and appurtenances.

"Gross Revenue" shall mean any and all compensation collected or received from users or subscribers or in any manner gained or derived by QC for the delivery of local exchange Telecommunications Services within the Jurisdiction of the City as it now exists or may be established hereafter.

"Jurisdiction" shall mean within the corporate boundaries of the City of La Vista as now or hereafter constituted.

"Occupation Tax" means a tax levied by the City as authorized by Neb. Rev. Stat. § 16-205 and set forth in Chapter 113 of the City Code.

"Rights-of-way" shall mean City streets, roads, alleys, sidewalk areas and other dedicated Rights-of-way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes. The term shall not include any other property owned or leased by the City for any other proprietary, public or municipal use.

"Telecommunication Service" shall mean the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Telecommunications service includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice over Internet protocol services or is classified by the Federal Communications Commission ("FCC") as enhanced or value-added. Telecommunications service does not include:

- (i) Data processing and information services that allow data to be generated, acquired, stored, processed, or retrieved and delivered by an electronic transmission to a purchaser

when such purchaser's primary purpose for the underlying transaction is the processed data or information;

(ii) Installation or maintenance of wiring or equipment on a customer's premises;

(iii) Tangible personal property;

(iv) Advertising, including, but not limited to, directory advertising;

(v) Billing and collection services provided to third parties;

(vi) Internet access service;

(vii) Radio and television audio and video programming services, regardless of the medium, including the furnishing of transmission, conveyance, and routing of such services by the programming service provider. Radio and television audio and video programming services shall include, but not be limited to, cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2007, and audio and video programming services delivered by providers of commercial mobile radio service as defined in 47 C.F.R. 20.3, as such regulation existed on January 1, 2007;

(viii) Ancillary services; or

(ix) Digital products delivered electronically, including, but not limited to, software, music, video, reading materials, or ringtones;

(x) Value-added, nonvoice data service means a service that otherwise meets the definition of telecommunications services in which computer processing applications are used to act on the form, content, code, or protocol of the information or data primarily for a purpose other than transmission, conveyance, or routing;

(xi) Vertical service means an ancillary service that is offered in connection with one or more telecommunications services, which offers advanced calling features that allow customers to identify callers and to manage multiple calls and call connections, including conference bridging services; and

(xii) Voice mail service means an ancillary service that enables the customer to store, send, or receive recorded messages. Voice mail service does not include any vertical services that the customer may be required to have in order to utilize the voice mail service.

Section 2 – Grant of Permission to Make Reasonable Use Public Rights-of-way

A. Subject to QC's compliance at all times with all of the terms and conditions of this Agreement, the City Code, and all applicable local, state and federal laws and further subject

to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to QC, insofar as it has or may have the requisite power and authority to do so, permission to make reasonable use of the Rights-of-way, to construct, install, operate and maintain the Cable System and Facilities within the Jurisdiction; provided, however, that with respect to state highways and county roads, QC must separately obtain consent from the Nebraska Department of Roads and Sarpy County, respectively.

B. The permissions granted herein to make reasonable use of the Rights-of-way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights-of-way to any other persons or entities.

C. The City retains the following rights in regard to this Agreement:

(1) To terminate this Agreement for misuse, non-use or failure of QC to comply with the provisions hereof;

(2) To use, control and regulate the use of the City streets, roads, easements, other public places and the Rights-of-way, and the space above and beneath the same in accordance with applicable law; and

(3) To require the removal or relocation of any of the Cable System and Facilities from the Rights-of-way if necessary or desirable, upon the request of and in the sole judgment of the City, for any public or municipal purpose or project, at QC's sole cost and expense (or its proportionate share of expense if QC shares Cable System and Facilities with other parties). QC may abandon any segment where a removal or relocation is required pursuant to the procedure in the City's Statement of Policy and Standard Specifications for Communications Cable on City Property ("Policy"), a copy of which is attached as Exhibit "A," Notwithstanding the above, the parties acknowledge that any removal or relocation for the benefit of a third party shall be at the sole expense of the third party and QC shall have the right to demand payment prior to commencement of such project.

D. The Policy, referenced herein, is incorporated into and made part of this Agreement. QC and its Cable System and Facilities shall be subject to the requirements of Section G for Private Use Providers or Section H for Public Use Providers of the Policy, as applicable, relating to costs to be paid to the City for the delivery of local exchange Telecommunication Services; provided, however, that QC shall not be subject to the requirements of Section G or Section H of the Policy for use of the Rights-of-way for Cable Services which are provided by any Cable Franchise Holder. The City acknowledges that as of the Effective Date of this Agreement QC is not authorized to provide Cable Services.

E. QC shall, upon at least fourteen (14) days prior written notice to QC by the City of any person or entity holding a permit to move any structure, temporarily move its wires to permit the moving of said structure. QC may impose a reasonable charge on any person or entity for any such movement of its wires and may require payment in advance.

F. Upon termination of this Agreement, whether by expiration of the term or by earlier termination by a party as allowed by this Agreement, QC's rights to use of public Rights-of-way shall cease.

Section 3 - Scope; Prohibition Against Providing Cable Services

This Agreement confers only the right to make reasonable use of the Rights-of-way for QC's installation, operation and maintenance of its Cable System and Facilities and it is expressly conditioned that QC shall not operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state, and federal authorization, as required by law.

Section 4 - Sales and Use Tax and Occupation Tax

A. To the extent QC's sale of the use of its Cable System and Facilities or sale or lease of its Cable System and Facilities to its customers is taxable, QC shall obtain a sales and use tax permit from the State of Nebraska and collect such taxes from its customers and promptly remit same to the State of Nebraska.

B. To the extent QC provides use of its Cable System and Facilities for delivery of local exchange Telecommunication services for private, non-public use, QC shall be subject to Section G of the Policy for Private, Non-Public Use, as applicable.

C. To the extent QC delivers local exchange Telecommunication Services for public use to any users or subscribers during the term of this Agreement, QC shall be subject to Section H of the Policy regarding the City's Telecommunication Services Occupation Tax, as provided in Chapter 113 of the City Code. QC shall not be subject to the requirement of Section H of the policy for use of its Cable System and Facilities within the Rights-of-Way for Cables Services, which are provided by any Cable Franchise Holder. The City acknowledges that QC, as of the effective date of this Agreement, is not authorized to provide Cable Services. For any period of time in which QC delivers local exchange Telecommunication Services, QC shall pay to the City, the Occupation Tax imposed by Chapter 113 of the City Code, but not in excess of any limits under Federal or Nebraska law, based upon the gross revenue it has collected as a result of providing use of its Cable System and Facilities for the delivery of local exchange Telecommunication Services pursuant to this Agreement.

D. At the time of the payment of any Occupation Tax which may be due under this Agreement, QC shall file with the City a statement of its Gross Revenue and other financial operations within the area covered by this Agreement, as well as a listing of the names and contact information for all persons, users, subscribers, Affiliates or entities using QC's Cable System and Facilities for the transmission of local exchange Cable and Telecommunication services, except to the extent prohibited by applicable law or regulation (e.g. CPNI). QC shall be obligated to provide, under the reasonable demand of the City, any additional information as may be reasonably required by the City to determine that the amount of Occupation Tax is correct and

proper and that QC is otherwise in compliance with the terms of this Agreement and Chapter 113 of the City Code.

E. In the event that QC leases or sells the use of its Cable System and Facilities to any other person, user, subscriber, Affiliate or entity for the transmission of Cable System and Telecommunication services during the term of this Agreement, QC shall report the names and contact information and intended use of QC's Cable System and Facilities by third parties to the City within 30 days of the execution of such lease or sale arrangement, except to the extent prohibited by applicable law or regulation (e.g. CPNI).

Section 5 - Use of Rights-of-way

A. QC shall be a party to the Nebraska One-Call System. Cable System and Facilities shall be located (through One-Call), installed and maintained so that none of the Cable System and Facilities endanger the lives, health or safety of persons, or interfere with any public improvements the City or other governmental entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Cable System and Facilities hinder or obstruct the free use of the streets or other public ways. All Cable System and Facilities shall be located so as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any rights-of-way.

B. Prior to commencement of construction of any portion of its Cable System and Facilities within the City, QC shall furnish to the City the general schematic plans for its Cable System and Facilities, including, route maps, depictions, sketches or renderings of its equipment boxes and structures, engineering, traffic control, and landscaping plans. Such plans and reports may be reviewed by the City to ensure, (1) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration, and (3) that adverse impact on the environment has been minimized. QC shall comply with all regulatory requirements of the City and shall incorporate all other reasonable and lawful changes to its plans requested by the City.

C. All construction, excavation, maintenance and repair work done by QC shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the City, the general public and individuals. QC shall be liable for any damage to the City or City-owned property caused by QC's negligence in connection with its work or failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by QC shall comply with the City Code and all applicable codes of the State of Nebraska, and QC shall be responsible for obtaining all applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the Cable System and Facilities, prior to commencement of any such activity. The City shall have the right to inspect all construction or excavation work to insure compliance with applicable codes and permits, and may order QC to perform corrective work.

D. All public and private property disturbed by QC's activities shall be promptly restored by QC at its expense to substantially its former condition, subject to inspection by the

City's Director of Public Works, City Engineer or their designee and compliance by QC with reasonable remedial action required by said official pursuant to the inspection. QC shall be liable to the City for the full cost of restoring any public property not promptly or adequately remedied by QC as required by said official.

E. The installation, maintenance, renovation and replacement of Cable System and Facilities by QC shall be subject to regulation by the City Code and the attached Policy, including but not limited to, (a) the location of Cable System and Facilities in or upon the streets, alleys and dedicated easements within the Jurisdiction, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways within the Jurisdiction, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys within the Jurisdiction. All Cable System and Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, pre-existing electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights-of-way. In connection with the construction, operation, maintenance, repair, upgrade, or removal of the Cable System and Facilities, QC shall, at its own cost and expense, protect any and all existing structures belonging to the City and all designated landmarks. QC shall obtain the prior approval of the City before altering any water main, sewer or drainage system, or any other municipal structure in the streets required by the presence of the Cable System and Facilities in the streets. Any such alteration shall be made by QC, at its sole cost and expense and in a manner specified by the City. QC agrees that it shall be liable, at its own cost and expense, to replace or repair to serviceable condition, in a manner as specified by City, any Street or any municipal structure involved in the construction, operation, maintenance, repair, upgrade or removal of the Cable System and Facilities that may become disturbed or damaged as a result of any more work thereon by or on behalf of QC pursuant to this Agreement. The City's Director of Public Works or City Engineer may direct and require QC to locate its Cable System and Facilities within a defined telecommunications or cable corridor within any street or other right-of-way or otherwise at a specific location to minimize interference with other pre-existing Cable System and Facilities or utilities. QC shall install and maintain its Cable System and Facilities in such manner as to minimize interference with trees, natural features and vegetation.

F. The City agrees to make a good faith effort to process all of QC's applications for construction permits, when necessary, in an expeditious manner. To that end, the City will endeavor to make a good faith effort to complete the processing of such applications within ten (10) business days unless the application is incomplete, requires further information or raises additional questions. If additional information is needed or questions occur, the City will make a good faith effort to complete each additional review within five (5) business days. The City will not unreasonably delay the processing of permits.

G. QC, at its own cost, shall maintain a local point of contact, available on a twenty-four hour per day, seven days a week basis, with a local or toll free number for the conduct, matters and information concerning this Agreement. QC shall comply with all locate requirements set forth in applicable law. QC contact information is provided below, which QC shall ensure is updated.

24/7 Contact:

Business and Consumer (Local Installation and Repair)
James Illicete, Area Plant Supervisor, 719-377-8714
Cory Skoumal, Area Operations Manager, 402-422-5828

Engineering and Construction:

Scott Wilson, Local Engineer, 402-592-6011
Brent Lamb, Engineering Manager, 402-572-5899
Aaron Krebs, Engineering Director, 402-5218-1948

H. City may, in case of fire, disaster, or other emergency situations, as reasonably determined by City, cut or move any of the wires, cables, amplifiers, or other parts of the Cable System and Facilities, in which event the City shall not, except in the case of gross negligence or willful misconduct, incur any liability to QC. When possible, QC shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of Cable System and Facilities shall be borne by QC, except in the case of gross negligence or willful misconduct of the City, its employees or contractors. Neither the City nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to QC for any liability as a result of or in connection with the protection, movement, removal, alteration, or relocation of any part of the Cable System and Facilities by or on behalf of QC or the City in connection with any emergency, public work, public improvement, alteration, or relocation of any municipal structure, any change in the grade or line of any Street, as provided in this Agreement, except in case of gross negligence or willful misconduct of the City, its employees or contractors.

I. QC shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen and suitable and sufficient lighting.

J. All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the Cable System and Facilities shall be performed in a safe, thorough and reliable manner using materials of good and durable quality, and shall meet all applicable local codes and ordinances as they exist at the time the work is performed. If, at any time, it is reasonably determined by the City or any other agency or authority of the competent jurisdiction that any part of the Cable System and Facilities, including, without limitation to, any means used to distribute signals over or within the Cable System and Facilities, is harmful to the health or safety of any person, then QC shall, at its own cost and expense, promptly correct such conditions.

K. Until the termination of this Agreement and satisfaction in full by QC of its obligations under this Agreement, QC agrees that it will maintain all of the material properties, assets and equipment of the Cable System and Facilities, and all such items added in connection with any upgrade in good repair and proper working order and condition throughout the term of this Agreement.

Section 6 – Maps and Plats

QC shall make available for inspection by the City true and accurate maps or plats of all existing and proposed installations and update the same at reasonable intervals so that City will at all times have access to a current set of such maps and plats.

Section 7- Additional City Regulation

The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such policies, ordinances and rules and regulations as may be deemed necessary by the City to promote the health, safety and welfare of its inhabitants and their property consistent with applicable law. As such, QC understands that the City reserves its right and duty to adopt changes to the Policy, attached as Exhibit A, from time to time as deemed necessary for the best interests of the City and consistent with applicable law.

Section 8 - Coordination and Conduit/Pole Sharing

A. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights-of-way to be apportioned among all utilities, holders of leases and permits and other interests needing to locate or maintain the Cable System and Facilities in the Rights-of-way for the benefit of the public, it is imperative that any conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, QC agrees, wherever reasonably feasible, that it shall cooperate with the City in placing conduit within the Rights-of-way and in sharing, consistent with regulatory and contractual requirements, unused space within underground conduits owned by QC, and upon any poles or other above ground Facilities.

B. For any new Cable System and Facilities installation or expansion, QC shall place the Cable System lines underground in localities where both telephone and power lines are underground, unless otherwise agreed upon by the City.

C. For existing Facilities, QC shall replace aerial Facilities with telephone and power utilities when both types of utilities are lawfully required by the City to be placed underground. At no time shall the Cable System be the only aerial facility, unless otherwise agreed upon by the City. Where undergrounding is required, QC shall have the option of sharing or not sharing in utility trenches. Nothing in this section shall preclude QC from placing active components, including pedestals and power supplies, above ground in areas where Facilities are otherwise required to be underground.

D. At any time that the City or QC intends to install new underground conduit or replace existing underground conduit in the City's controlled Rights-of-way, each Party shall endeavor, whenever reasonably feasible, to provide the other Party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of conduit upon terms and conditions acceptable to both Parties. If either Party desires additional conduit

installed, it will so notify the other Party. The Party providing such notice shall be responsible for the additional incremental expense for installing such additional conduit.

Section 9 - Special Indemnification Arising from Cable System and Facilities

A. QC shall install, construct, maintain and operate its Cable System and Facilities in a safe and reliable manner providing reasonable protection against injury or damage to any and all persons or property. QC specifically agrees to indemnify, defend and hold the City harmless from all claims, costs, demands, suits, costs of defense and judgments which arise from, in whole or in part, QC's acts or omissions pursuant to this Agreement, and from all damages or penalties arising out of the installation, construction, operation, or maintenance of QC's Cable System and Facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement, except to the extent such damages or penalties result from the gross negligence, intentional or willful and wanton misconduct of the City or agent thereof. The City shall not be liable for, and QC shall indemnify defend and hold the City harmless from all costs, damages and claims which arise from or relate to delay by QC in performing its obligations hereunder, for any cause whatsoever, except for the gross negligence, intentional or willful and wanton misconduct of the City. Neither Party shall be liable for those events contemplated in Section 18(N) of this Agreement. QC also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims or penalties, including all out-of-pocket expenses, reasonable attorney's fees, and the reasonable value of any services rendered by the City Attorney, their assistants or sub-consultants, or any employees of the City to the extent QC has an obligation to indemnify the City to the extent QC has an obligation to indemnify the City under this Section.

B. The City shall provide notice to QC of the pendency of any claim or action against the City arising out of the operations of QC, the exercise by QC of its rights under this Agreement or the performance thereof by QC. QC shall thereafter be required to appear and defend any such claim or action to the extent liable under this Section. Except as otherwise provided herein, nothing herein stated shall limit QC's obligation of full indemnification of the City hereunder.

Section 10 - Insurance and Bond

A. Prior to commencement of any installation of QC's Cable System and Facilities under this Agreement, QC shall procure and thereafter continuously maintain, for as long as this Agreement remains in effect, at QC's sole expense, Commercial General Liability ("CGL") insurance covering bodily injury including death and property damage liability as provided in Section D(2) of the Policy; provided, however, such coverage shall be in the minimum amount of no less than at least Five Million Dollars (\$5,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) for any person for any number of claims arising out of a single occurrence. This Agreement shall be defined as an insured contract.

B. The policy shall identify the City as an additional insured, shall waive subrogation of claims against the City as an additional insured, for losses caused by and to the extent of Centurylink's liability, and shall have all necessary endorsements to provide coverage without

exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the City Attorney's office prior to commencement of installation of the Cable System and Facilities, which evidences compliance with the Policy requirements. QC shall provide thirty (30) days written notice to City prior to cancellation or material change, causing QC to be in breach of the requirements herein, of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may request to review a complete copy of the policy including all declarations and endorsements at a reasonable local location agreed upon by the Parties.

C. Performance Bond. QC shall provide a bond in compliance with Section D of the Policy. Such bond shall be for a term of ten (10) years to run concurrently with the term of this Agreement, and upon renewal(s) of this Agreement such bond shall be renewed by QC for subsequent period(s) which shall run concurrently with and for the full term of the renewed Agreement.

Section 11 - Term

The term of this Agreement shall be for a period of ten (10) years from and after the Effective Date of the Agreement, unless sooner terminated as provided in this Agreement. This Agreement may be renewed as provided by the City.

Section 12 - Indemnification and Representations

A. Mutual Indemnity. QC shall indemnify, defend and hold harmless the City, its officers, employees, elected officials, boards, commissions and any other legal entity affiliated with the City from and against all Claims brought by third parties which any such indemnified Party is required to pay or to assume which have resulted from QC's installation, maintenance or operation of its Cable System and Facilities upon or within certain streets and public Rights-of-way within the corporate boundaries of the City, or breach of any duty or obligation imposed by law, including statutes, ordinances, regulations, orders, decrees, judgments and the law of torts (including without limitation gross negligence, strict liability, or willful misconduct), or this Agreement. Additionally, the City shall indemnify, defend and hold harmless QC, its officers and employees, against all Claims brought by third parties which any such indemnified Party is required to pay or to assume which have resulted from City's breach of any duty or obligation imposed by law, including statutes, ordinances, regulations, orders, decrees, judgments and the law of torts (including without limitation gross negligence, strict liability, or willful misconduct), or this Agreement.

B. The City's Immunities. Nothing in this Agreement is intended, nor shall it be construed, to create or extend any rights, claims or benefits to, or assume any liability for or on behalf of, any third party, or to waive any immunities or limitations otherwise conferred upon the City under or by virtue of federal or state law.

C. Notice and Defense of Third-Party Actions. Each Party entitled to indemnification under this Section 13 (the "Indemnified Party") shall give prompt written notice to the Party that is obligated to provide such indemnification (the Indemnifying Party") of the commencement or

assertion of any Claim by a third party (collectively, a "third-party action") in respect of which the Indemnified Party will seek indemnification hereunder, which notice shall state, to the extent known to the Indemnified Party, the basis on which the claim for indemnification is made, the facts giving rise to or the alleged basis of the third-party action, and the amount (which may be estimated) of liability asserted by reason of the Claim; such notice shall also include a copy of the document (if any) by or in which the third-party action is commenced or asserted. Any failure so to notify the Indemnifying Party shall not relieve it from any liability that it may have to the Indemnified Party under this Section unless the failure to give such notice materially and adversely prejudices the Indemnifying Party and then only to the extent of such prejudice. The Indemnifying Party shall have the right to assume control of the defense of or settle or otherwise dispose of such third party action on such terms as the Indemnifying Party deems appropriate; provided, however, that:

(1) The Indemnified Party shall be entitled, at its own expense, and without unreasonable interference with the actions of the Indemnifying Party, to participate in the defense of third-party actions; and

(2) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement, compromise, admission or any acknowledgment of the validity of a third-party action or any liability in respect thereof, which consent shall not be unreasonably withheld; and

(3) No Indemnifying Party shall consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect of such third-party action; and

(4) The Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of) and the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission or other acknowledgment of any third-party action (a) as to which the Indemnifying Party fails to assume the defense within a reasonable length of time or (b) to the extent the third-party action seeks an order, injunction or other equitable relief against the Indemnified Party which, if successful, would have a material adverse effect on the business, financial condition, operations or properties of the Indemnified Party; provided, however, that the Indemnified Party shall make no settlement, compromise, admission or other acknowledgment which would give rise to liability on the part of the Indemnifying Party without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

D. Cooperation. The Parties shall cooperate with each other in the defense of any third-party action that is the subject of this Section 13 and shall furnish each other all such further information that they have the right and power to furnish as may reasonably be necessary to defend such third-party action.

E. Representations and Warranties. In addition to any other representations and warranties contained in this Agreement, each Party hereto represents and warrants to the other that:

(1) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; and

(2) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; and

(3) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and

(4) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body.

Section 13 - Remedies, Termination, Removal

A. In the event of any breach of the terms of this Agreement by either party, the non-breaching party shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (1) specific performance or injunctive relief, (2) monetary damages, and (3) termination. In the event either party is required to commence an action to enforce its rights under this Agreement or to obtain remedies provided above and substantially prevails therein, such party shall be entitled to recover its costs, excluding attorney's fees and expert witness fees.

B. Before terminating the Agreement for cause on account of any default, the non-defaulting party shall provide the party in default with written notice of the default and afford such party a reasonable period in which to cure the default.

Section 14 - Delays and Limitation of Liability

A. Delays. Under no circumstances shall the City ever be liable for any delay in restoring any service or any operational aspect of QC's Cable System containing such Cable System and Facilities, which have been subjected to an outage, interference or interruption, whatever the cause of such outage, interference or interruption, unless due to gross negligence, willful nonfeasance or willful misfeasance of the City or agent acting on behalf of the City.

B. Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall the City be liable to QC or any agent of QC for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of, or in connection with transmission interruptions or problems, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of

replacement services, or claims of QC's customers, whether occasioned by any repair or maintenance performed by, or failed to be performed by the City or agent acting on behalf of the City, any Party to this Agreement, or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. No claims for damages with respect to this Agreement may be made more than five (5) years after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim; and no claim for indemnity under the provisions of this Agreement may be made more than five (5) years after the first notice of any claim received by the Party claiming under such indemnity provision.

Section 15- Notices

Except as otherwise provided herein, notice under this Agreement shall be deemed sufficient if provided in writing and mailed or delivered as follows:

If to the City:	City Clerk City of La Vista, Nebraska 8116 Park View Boulevard La Vista, NE 68128
with a copy to:	Thomas McKeon Fitzgerald, Schorr, Barmettler & Brennan, PC, LLO 200 Regency One 10050 Regency Circle Omaha, NE 68114
If to QC:	Qwest Corporation Legal Department Attention: Network Attorney 1801 California St, Ste 900 Denver, CO 80202

Section 16 - Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. No provision of this Agreement shall confer rights or benefits upon any person not a Party to this Agreement.

Section 17 - Signatures

The persons signing this Agreement on behalf of QC represent and warrant that such persons and QC have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of QC enforceable against QC in accordance with its terms.

Section 18 - Miscellaneous Provisions

A. Amendments. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by both Parties.

B. Limitation of Benefits. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.

C. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement; provided, however, that if any such ineffectiveness or unenforceability of any provision of this Agreement, in the good faith judgment of either Party, renders the benefits to such Party of this Agreement as a whole uneconomical in light of the obligations of such Party under this Agreement as a whole, then QC and the City shall negotiate in good faith in an effort to restore insofar as possible the economic benefits of the transaction to the Parties.

D. Independent Contractors. In all matters pertaining to this Agreement, the relationship of QC and the City shall be that of independent contractors, and neither QC nor the City shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between QC and the City; and no Party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and workers compensation responsibilities.

E. Labor Relations. Each Party hereto shall be responsible for labor relations with its own employees. Each Party agrees to notify the other immediately whenever it has knowledge that a labor dispute concerning its employees is delaying or threatens to delay timely performance of its obligations under this Agreement.

F. Exercise of Rights. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Nothing herein shall be deemed a waiver of either Party's rights to challenge any provision of this Agreement that is contrary to applicable federal or state law.

G. Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause

to be executed, acknowledged, delivered and filed such further documents and instruments, and to use commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

H. Survival. The obligations of the Parties under Sections 4, 5, 8, 9, 12 and 16 shall survive any termination of this Agreement.

I. Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

J. Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

K. Governing Law. This Agreement and each of its provisions shall be governed by and construed and interpreted according to the substantive laws of the State of Nebraska without regard to its conflicts of law or choice of law provisions.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

N. Force Majeure. Neither party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of Cable System and Facilities, or compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivisions to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to Rights-of-way, poles, or any other required items needed for the installation or operation of the Cable System and Facilities.

IN WITNESS WHEREOF, this Agreement shall take effect upon the last date it is signed as indicated below.

CITY OF LA VISTA, Nebraska,
a Municipal Corporation

Date

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

(SEAL)

Date

CABLE SYSTEM PROVIDER:
QWEST CORPORATION d/b/a CenturyLink

By: _____
Daniel R. Pate, VP/GM – Nebraska Market

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201____ before me, Notary, personally appeared Daniel R. Pate, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Qwest Corporation, and that by his signature on the instrument executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A

STATEMENT OF POLICY AND STANDARD SPECIFICATIONS FOR COMMUNICATIONS FACILITIES ON CITY PROPERTY (Revised December, 2011)

As used in this document, "Permittee" includes the permittee issued a permit to which a statement of policy and specifications set forth in this document are applicable by agreement between the City of La Vista, Nebraska and the permittee, as well as any successor in interest and/or assignee of such permittee.

SECTION A — PERMIT REQUIRED

No person shall use any space above, on, or beneath the surface of any street, alley, sidewalk or other public ground within the City of La Vista for the installation, operation and maintenance of any underground fiber optic cable, coaxial cable, or any other communication cable, line, facility or appurtenance, unless such person has received a permit therefor, granted by agreement approved by resolution of the City Council or as otherwise provided herein. This policy and these specifications shall not apply to any cable installed or operated by the holder of any City franchise for the provision of telephone, cable television, or communications service to the inhabitants of the City as described in such franchise.

SECTION B — APPLICATION FOR PERMIT

- (1) Application for such permit shall be made to the Permits and Inspection Division of the Community Development Department of the City, and such application shall be in writing, stating specifically the space desired, its length, breadth and depth, the streets, alleys, sidewalks or other public spaces intended to be used, the use intended to be made thereof, a description of the user(s) if the facility is not to be available to the general public, a description of all users if any conduit is to be shared by a number of users and the carrying capacity and diameter of the cable or other facilities installed or being installed. The Permits and Inspection Division shall forward the application to the Public Works Department for review and comment. The Permits and Inspection Division and/or the Public Works Department may request such additional information as they deem appropriate for their determination or that of the City Council with reference to such application. All such applications and requests for which there is no agreement currently in effect conforming to this statement of policy and these specifications shall be referred to the City Council for approval of an agreement by resolutions prior to the granting of a permit. Other permits (for which such an agreement is currently in effect) may be granted by the Permits and Inspection Division with the approval of the Public Works Department.
- (2) Following initial application and discussions with the Permits and Inspection Division and/or the Public Works Department concerning the placement of such cable, line or facility, and related appurtenances, the applicant shall supply accurate drawings under seal of a Nebraska-licensed professional engineer produced to a scale as specified by the City representatives during discussion and review of the initial application. The plans shall include a plan and profile of all actual and proposed routes, with right-of-way lines and pavement lines shown. Such plans must show typical sections for pavement cuts and crossings, with specific details for any conflicts with other utility structures and conduits.

(3) Within thirty days after completion of the construction and installation work, the Permittee shall provide as-built construction drawings, signed and certified by a Nebraska-licensed professional engineer, to the Public Works Department. In that connection, one set of paper prints shall be provided, along with a digital copy on electronic storage media and with each sheet being a .pdf file. In addition, ArcGIS or AutoCAD files shall be provided to the Public Works Department on electronic storage media so that city-wide maps may be kept current. Updated route maps, required drawings, and as-built construction drawings must be provided to the Public Works Department whenever a change is made to the approved cable, line, or facility, and related appurtenances placement.

SECTION C — CONSTRUCTION SPECIFICATIONS

(1) The work shall be constructed in accordance with plans and specifications approved by the Public Works Department, which approval shall be granted in a competitively neutral and non-discriminatory manner. All excavations and pavement replacements in public streets shall comply with Chapter 93 of the La Vista Municipal Code. Where cable or conduit is located beneath the pavement of major traffic streets, or as directed in writing by the Public Works Department, the minimum depth from the top of the cable or conduit to the top surface of the street shall be not less than thirty inches. Cable or conduit buried beneath residential streets shall have a minimum depth below the top surface of the street of twenty-four inches, unless a greater depth is directed by the Public Works Department in writing. In no instances shall cable or conduit be buried to a depth of less than twenty-four inches. Pull boxes and other appurtenances shallower than the depths above specified shall be clearly shown on the completed plans and as-built construction drawings covering the installation work.

(2) All land surfaces and all pavement shall be restored to the same or similar conditions existing prior to Permittee's construction. All established lawns which have been disturbed by the installation shall be re-sodded and all other earthen surfaces shall be seeded unless otherwise specified in the permit.

(3) All cable buried beneath public streets must be encased in a protective sheath strong enough to avoid damage from the first accidental contact with hand tools. All pavement cuts must be completed in accord with current City ordinances and specifications.

SECTION D — BOND, INSURANCE AND PUBLIC LIABILITY

(1) Prior to commencing any construction or installation activity under a permit, Permittee shall file with the City Engineer a continuing performance bond guaranteeing Permittee's performance of the agreement and compliance with the conditions of the agreement and of the permit. Such bond shall be in the sum of Fifty Thousand Dollars (\$50,000.00), such greater sum as may be reasonably proportionate to the size and scope of the work to be performed within the City's rights-of-way and the potential loss(es) or damage(s) the City may sustain if Permittee fails to perform the agreement and comply with the conditions of the agreement and of the permit. Such bond shall be conditioned that Permittee:

(A) shall faithfully perform the agreement and comply with all conditions of the agreement and of the permit;

(B) shall save and keep the City free and harmless from any and all loss, liability and damage, and claims for damages, arising from or out of the use of the space

subject to the permit or arising from or out of Permittee's activities and operations under the agreement and permit, except such claims as may arise based solely upon the City's own gross negligence or intentional misconduct;

- (C) shall conduct operations and activities under the agreement and permit such that the street(s), alley(s), sidewalk(s) and other public ground(s) affected by Permittee's operations under the agreement and permit shall at all times after the completion of such operations be safe for public use;
- (D) shall save and keep the City free and harmless from any and all loss, liability or damages, and claims for damages, arising from or growing out of the granting of such permit, except such claims as may arise based solely upon the City's own gross negligence or intentional misconduct;
- (E) will remove, at the conclusion of the term of the agreement and at Permittee's own cost, any cable, conduit, equipment, and other facility buried or installed by Permittee, to the extent such removal is requested by the City, at the sole expense of Permittee or its successors or assigns, and after such removal restore all land surfaces and all pavement as specified more fully in SECTION C(2), above;
- (F) shall faithfully comply with and observe all of the terms and conditions of this statement of policy and of these specifications, and of the conditions and provisions of the La Vista Municipal Code; and
- (G) shall promptly and fully pay, when due, any amounts coming due to the City or others under the agreement or permit.

Such bond by its terms shall remain in effect through the end of the term of the agreement or until Permittee is no longer operating its telecommunications facilities within the City, whichever is later. The bond shall be written by a surety company or companies authorized to transact a surety business in Nebraska, and the bond and surety(ies) must be approved by the City Engineer before the permit shall become effective. The Permittee and the owners (from time to time) of the permitted facility shall be jointly and severally liable to the City for the performance of all of the conditions of the bond. Whenever the City Engineer shall be of the opinion that the sum or the surety on the bond given in connection with the permit has become insufficient and shall so declare in writing sent by regular U.S. Mail to Permittee or his, her or its successor or assign, a new bond for such permit shall thereupon be filed with a new surety to be approved by the City Engineer.

- (2) The Permittee, or his, her or its successor or assign, shall at all times have in full force and effect, and provide to the City Engineer, certificates of insurance demonstrating insurance coverages having limits of liability of not less than the following amounts:
 - (A) Comprehensive General Liability Insurance: Limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The City of La Vista shall be named as an Additional Insured on such coverages on a primary and non-contributory basis.
 - (B) Automobile Liability Insurance: Limits of not less than \$2,000,000 Combined Single Limit (CSL) per accident, with coverage applying to and regarding all Owned, Hired, and Non-Owned motor vehicles.

- (C) Workers' Compensation Insurance: Limits: Statutory coverage for each State in which the work and any portion of the work is located or performed.
- (D) Employer's Liability Insurance: Limits: \$100,000 each Accident; \$100,000 Disease (per person); \$500,000 Disease (policy limit).

The Comprehensive General Liability Insurance coverage described in Section D(2)(A) above and the Automotive Liability Insurance coverage described in Section D(2)(B) above may each be provided by one or more policies of insurance, including umbrella liability policies, which in combination are sufficient to provide the minimum limit of liability coverage specified.

All such policies and certificates of insurance shall be issued by companies authorized to issue such policies in the State of Nebraska, shall be subject to approval by the City Engineer prior to the commencement of any construction or installation activity under a permit, and shall provide that the policy shall not be cancelled or terminated except upon filing by the insurer with the City Engineer a written notice of cancellation or termination at least thirty (30) days prior to the effective date of such cancellation or termination. Any cancellation, termination, or lapse of a required insurance coverage shall automatically revoke any permit issued, but the Director of Public Works may reinstate such permit if satisfactory certificate(s) of insurance is/are provided within thirty (30) days.

SECTION E — INTERFERENCE WITH OTHER PUBLIC FACILITIES, RELOCATION, IDENTIFICATION OF COMMUNICATIONS CABLE

- (1) No person, whether permitted under this document or otherwise, shall ever use the space above, on or beneath any street, alley, sidewalk or public ground of the City in such manner as to interfere with any traffic control or energy cable, sewer, gas or water installation, or any other public facility or utility lawfully located above, on, or beneath such street, alley, sidewalk or other public space, except upon consent of the City specifically granted in the permit. Whenever any applicant or Permittee is given permission to relocate any existing public facility, such relocation shall be entirely at the cost and expense of the applicant or Permittee. All such relocation work shall be subject to the approval of the City of La Vista or other public entity controlling such public facility or utility, and all such work shall be done promptly in accordance with the directions of the Public Works Department so as to minimize the interruption of the public's use of such facilities.
- (2) All work undertaken by the applicant or Permittee that requires inspection by the City, as specified by law or ordinance or in the permit or agreement, shall be performed subject to the requirement that the City be fully reimbursed for its reasonable and documented inspection costs, whether the same are incurred during the initial installation, during the relocation of Permittee's facilities or facilities belonging to the City or any other utility service, or during maintenance or repair work by Permittee.
- (3) All permits governed by these specifications are granted subject to the express requirement and condition that whenever the City of La Vista, the State of Nebraska, the County of Sarpy, any other public body, Omaha Public Power District, Metropolitan Utilities District, any other publicly-owned entity, Black Hills Energy, or any holder of any franchise from the City, needs or desires to perform work in proximity to the facilities of Permittee, Permittee shall relocate or otherwise safeguard its facilities within a reasonable time, not to exceed sixty (60) days, after written request for the same, in order to reasonably accommodate such work. If Permittee fails to

relocate or safeguard same within a reasonable time following such request, then the City of La Vista shall have the right to relocate or allow relocation of Permittee's facility(ies) and to assess and collect from Permittee the reasonable and documented cost of such relocation.

- (4) At its own cost, Permittee shall appoint a local agent, who shall be available on a twenty-four hours per day, seven days per week basis, to provide to the City, any public entity, or any other person permitted to do work in a City right-of-way, detailed and accurate information concerning the location (whether in plan, section or profile, or any combination of the same) of the Permittee's cable, lines, appurtenances or other facilities. This requirement may be satisfied by the Permittee's utilization of a local utility locating service maintained by a third party or any other local agency able to provide such information. Permittee shall be a member of the Underground Digger's Hotline system.
- (5) Permittee shall at all times be solely responsible for injuries and damage to its cable, lines, appurtenances and other facilities, caused by any party due to any inaccuracy in the information provided by Permittee or its agent(s) with respect to the location of such cable, lines, appurtenances, or other facilities. The City of La Vista and other parties working on public property shall be responsible for damage to the Permittee's cable, lines, appurtenances, and other facilities only if and to the extent that such damage results from intentional damage or willful disregard of the cable, lines, appurtenances or other facilities of the Permittee.

SECTION F — REVOCATION OF PERMIT; REMOVAL OF FACILITIES

- (1) If Permittee
 - (a) fails to make any required payment to the City within thirty (30) days after the due date, or
 - (b) fails or neglects to comply with any material provision of this statement of policy, these specifications, the permit, the agreement, or any other provision of the La Vista Municipal Code applicable to the permit or use and occupancy of City right-of-way,

and if in either event Permittee fails to cure such breach within thirty (30) days after the City Engineer has mailed written notice of such breach to Permittee, then the City Council may revoke the permit issued to Permittee.
- (2) Upon revocation of the permit, Permittee shall forthwith either remove or abandon in place, as directed by the City Engineer, the cable, lines, facilities, and/or appurtenances for which the permit was granted; *provided, however*, that cable buried directly (i.e., not buried in conduit) may be abandoned in place at the option of Permittee. If pursuant to the foregoing, the City Engineer directs Permittee to remove Permittee's cable, lines, facilities and/or appurtenances, then within a reasonable time and at its own cost, Permittee shall remove as directed any cable, lines, facilities, and/or appurtenances buried or installed by Permittee, and after such removal Permittee shall restore all land surfaces and all pavement as specified more fully in SECTION C(2) above. Cable, lines, facilities, and/or appurtenances that are not removed, with the permission of or at the direction of the City Engineer, shall become the property of the City upon the City Engineer's certification that the Permittee has complied with all of the City Engineer's directives concerning removal or abandonment in place of the specific segment of cable, lines, facilities, and/or appurtenances involved. If Permittee fails or refuses to conclude removal or abandonment in place as directed by the City, and restoration as specified more fully

in SECTION C(2), within six (6) months after revocation of the permit under this section, then the City may cause such work to be performed and the cost of such work shall be paid by Permittee to the City on demand, and until paid such cost shall be a lien against and upon call cable, lines, facilities, appurtenances, and other property of the Permittee located within the corporate limits of the City.

- (3) If the City Council determines that right-of-way or other public ground space for which the permit was granted is needed for other public use and that no relocation within the specific right-of-way or public ground is available as a reasonably feasible alternative space, then Permittee's rights under the permit may be transferred, by co-operation between the City and the Permittee, and to the extent reasonably possible, to another specific nearby right-of-way. Such relocation work shall be accomplished by the permit holder at its own cost within the time frame specified in Section E(3), above.

SECTION G — RENTAL FEE FOR SPACE (FOR NON-PUBLIC USE)

- (1) When Permittee is making private use of the installed cable, lines facilities, and appurtenances, Permittee shall pay to the City an annual rental for the use and occupancy of the space beneath public streets, alleys, sidewalks or other public grounds occupied by such cable, lines, facilities, and appurtenances, which rental shall be Two Dollars (\$2.00) per lineal foot of space occupied underneath the public streets, alleys, sidewalks or other public grounds. So as to prevent expense to the public for such private use of right-of-way, and to fully compensate the public for all regulatory expenses resulting from such use, and in addition to the Permittee's obligation to pay for all inspection, relocation and facility location costs as specified above, Permittee shall promptly pay the City for all actual direct and indirect costs incurred by the City in providing barricading, traffic detour or warning signing or cautionary flagging not actually performed by Permittee and for all other actual direct and indirect expenses incurred by the City in regulating Permittee's use of public right-of-way pursuant to the permit and the agreement.
- (2) All payments becoming due under this document shall be made to the City of La Vista and shall be due and payable, in advance, on the first day of January of each year; *provided, however*, if the permit is issued after the first day of January, the amount of the initial rental payment shall be prorated from the date such permit is issued through December 31 of that same calendar year, and such initial rental payment shall be due and payable within ten days after the prorated rental amount due is certified to Permittee by the City Engineer. Any annual rental due (other than the rental due for any initial partial year) shall be due and payable on the first day of January each year. All rental not paid when due shall bear interest at the maximum rate of interest allowable by law in the State of Nebraska under such circumstances, or at any lesser rate of interest that may be specified in the permit.

SECTION H — COSTS TO BE PAID FOR PUBLIC USE PROVIDERS

- (1) If the Permittee is a communications company offering communication services to the general public for a fee and using the public space for such purposes, the rental fee stated in Section G above shall not apply. In lieu thereof, the City's occupation tax per Chapter 113 of the La Vista Municipal Code shall apply. Communications services shall be defined as services provided by the carrier that accommodate and enable the transmission, between or among points specified by the subscriber or user, of information or data of the subscriber's or user's choosing, without a change in the form or content of the information as sent or received. In addition to the occupation tax, Permittee shall promptly pay the City for all actual direct and indirect costs incurred by the City in

providing barricading, traffic detour, or warning signing and cautionary flagging not performed or provided by Permittee, and for all other actual direct and indirect expense incurred by the City in regulating Permittee's use of public right-of-way pursuant to the permit and the agreement.

SECTION I — CONFLICTS WITH PERMIT OR AGREEMENT

All terms and provisions of the agreement between the City and Permittee, of the permit issued to Permittee, and of this document, shall be enforced and applicable to the maximum extent possible. If, however, there is any conflict between or among such terms and provisions, then (1) the terms and provisions of the permit shall control over any conflicting terms in this document, and (2) the terms and provisions of the agreement shall control over any conflicting terms in the permit and/or this document.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT - THOMPSON CREEK WATERSHED RESTORATION-PHASE I	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the City Administrator to sign a Professional Services Agreement on behalf of the City of La Vista with Thompson, Dreessen & Dorner, Inc. (TD2) to provide engineering services for the Thompson Creek Watershed Restoration – Phase I project, CIP Project No. PWP-12-002 in an amount not to exceed \$291,100.

FISCAL IMPACT

The Capital Fund provides funding for this phase of the project in multiple years.

RECOMMENDATION

Approval

BACKGROUND

Subsequent to the completion of acquiring the houses along Thompson Creek, CIP Project PWP-12-002 was programmed to provide the channel stabilization work. During the Fall of 2012 the City submitted grant applications to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust (NET) for funding of the Thompson Creek Watershed Restoration Project. Those applications were required in order to seek funding from the PMRNRD at the 60% level in their Urban Drainageway Program. A grant application was made to the PMRNRD in early March.

The City has been successful in obtaining grant funds in the amount of \$735,000 for Phase I. These grant funds will eventually go towards other aspects of the project such as construction, required public education and outreach, and demonstration projects in addition to these engineering costs. The negotiated fee is based on multiple lump sum items and includes sub-consultant tasks to be performed by Applied Ecological Services and RDG Planning & Design.

The Watershed Restoration is anticipated to occur over a three-year period which will depend on the success of subsequent grant applications. Preparation of Phase II grant applications is included in the Professional Services Agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH THOMPSON, DREESSEN & DORNER, INC, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$291,100.

WHEREAS, the Mayor and City Council have determined that engineering services are necessary for the Thompson Creek Watershed Restoration – Phase I project; and

WHEREAS, A negotiated fee with Thompson, Dreessen & Dorner, Inc was based on multiple lump sum items and includes sub-consultant tasks to be performed by Applied Ecological Services and RDG Planning & Design; 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 La Vista, Nebraska, do hereby approve an agreement for professional services with Thompson, Dreessen & Dorner, Omaha Nebraska in an amount not to exceed \$291,100.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE FIRE HOSE TESTING AND TRACKING	◆RESOLUTION ORDINANCE RECEIVE/FILE	RICH UHL FIRE CHIEF

SYNOPSIS

A resolution has been prepared authorizing fire hose testing and tracking by Danko Emergency Equipment Company, Snyder, Nebraska, in the amount not to exceed \$6,781.50.

FISCAL IMPACT

The FY 12/13 General Fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

This testing will ensure that *NFPA 1962: Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances* is met and will serve to enhance the safety of firefighters and the protection of life and property while operating and manning fire hose during firefighting operations.

Quotes were obtained from three companies:

Fireguard	\$14,353.00
Danko Emergency Equip. Co.	\$ 6,781.50
General Fire & Safety	\$ 6,435.00

Danko Emergency Equipment Company was chosen as they will come to the facilities to do all the testing. The company with the lowest quote would require that all the hose to be taken to their facility to be tested which would require the time and manpower to unload the hose from our apparatus, roll it and deliver it and then bring it back and reload it on the apparatus. Danko is also the only company that will attach a tag to each length of hose for identification purposes

The Fire Department Chief Officers have researched this company, spoken with current users and have concluded that Danko Emergency Equipment Company will provide the best service for our needs.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING FIRE HOSE TESTING AND TRACKING BY DANKO EMERGENCY EQUIPMENT COMPANY, SNYDER NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,781.50.

WHEREAS, the City Council of the City of La Vista has determined that the testing and tracking of fire hose is necessary; and

WHEREAS, the FY 12/13 General Fund Budget provides funding for the proposed purchase; and

WHEREAS, Quotes were obtained from three companies, and

WHEREAS Danko Emergency Equipment Company, Snyder NE, has submitted the most qualified bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize fire hose testing and tracking by Danko Emergency Equipment Company, Snyder Nebraska in an amount not to exceed \$6,781.50.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT - NIXLE LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a two (2) year contract with Nixle LLC 594 Howard St. #204 San Francisco, CA 94105-3026 for a citizen mass notification system.

FISCAL IMPACT

The FY 12/13 Lottery Fund Budget provides funding for this proposed project.

RECOMMENDATION

Approval.

BACKGROUND

One of the action items in the strategic plan is a citizen mass notification system. A working group consisting of department representatives who would be directly involved in the use of this system did extensive research into the various providers and talked to other governmental entities already utilizing these types of systems. It was determined by the group that Nixle LLC provides functionality which addresses our organization's needs within the City's financial parameters. This system provides an excellent platform for emergency notifications as well as providing numerous internal and external communication capabilities. Staff recommends a two-year contract for \$15,000.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A TWO (2) YEAR CONTRACT WITH NIXLE LLC, SAN FRANCISCO, CALIFORNIA FOR A CITIZEN MASS NOTIFICATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$15,000.

WHEREAS, the City Council of the City of La Vista has determined that a citizen mass notification system is necessary; and

WHEREAS, the FY 12/13 Lottery Fund Budget contains funds for this proposed project; and

WHEREAS, a working group of department representatives who would be directly involved in the use of the system did extensive research into various providers, and

WHEREAS Nixle, LLC provided functionality which addresses the organizations needs within the City's financial parameters, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska hereto authorize the Mayor to execute a two (2) year contract with Nixle, LLC, 594 Howard Street #204, San Francisco CA for a citizen notification system in an amount not to exceed \$15,000.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

H

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AT A BEER GARDEN AT LUCKY BUCKET BREWING COMPANY 11941 CENTENNIAL ROAD ON JULY 26, 2013

WHEREAS, Lucky Bucket Brewing Company, 11941 Centennial Road is located within the City of La Vista; and

WHEREAS, Lucky Bucket Brewing Company has requested approval of a Special Designated Permit to sell and serve beer at a beer garden on the property on July 26, 2013 from 6:00 p.m. to 12:00 a.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer on the property of Lucky Bucket Brewing Company, 11941 Centennial Road on July 26, 2013.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk
FROM: Robert S. Lausten, Police Chief
DATE: 7-05-2013
RE: Application for SDL
CC:

**Re: Lucky Bucket
Special Designated Use Permit**

The La Vista Police Department has been informed and has reviewed the request by Lucky Bucket for a special designated use permit on 7-26-13 at 11941 Centennial Road in La Vista. The applications states that there will be security staff present, therefore no concerns regarding the event identified by the police department at this time.

APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

DO YOU NEED POSTERS? YES NO

RETAIL LICENSE HOLDERS

NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

C-84859

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Lucky Bucket Brewing Company

ADDRESS: 11941 Centennial Road

CITY La Vista ZIP 68128

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

BUILDING NAME Lucky Bucket

ADDRESS: 11941 Centennial Road CITY La Vista

ZIP 68128 COUNTY and COUNTY # SARPY

a. Is this location within the city/village limits? YES NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES NO

c. Is this location within 300' of any university or college campus? YES NO

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

| Date
<u>7/26/13</u> | Date
<u> </u> |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <u>Hours</u>
From
<u>6:00 pm</u> | <u>Hours</u>
From
<u> </u> |
| To
<u>12:00 AM</u> | To
<u> </u> |

a. Alternate date: N/A

b. Alternate location: N/A
(Alternate date or location must be specified in local approval)

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

Dance Reception Fund Raiser Beer Garden Sampling/Tasting

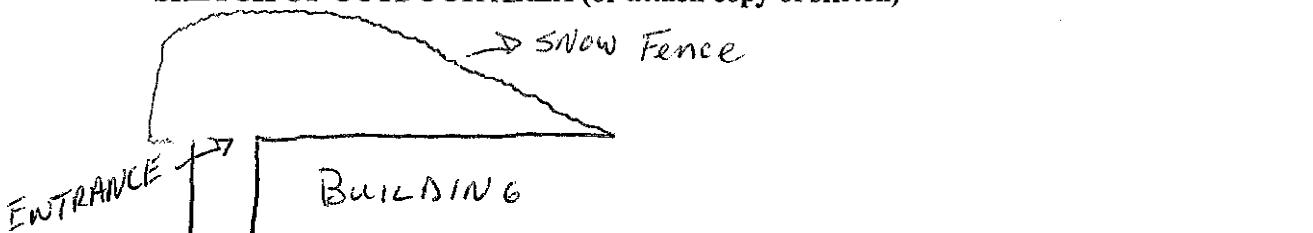
Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 300 x 90
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET _____ x _____

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)



If outdoor area, how will premises be enclosed?

Fence; snow fence chain link cattle panel other _____

Tent

8. How many attendees do you expect at event? 600

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

All guests must be 21+. IDs checked by bouncers. No re-entry w/out showing ID and hand stamp.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO

a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler

Retailer

Both

BYO

(includes wineries)

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

If so, describe activity Cornhole AKA "Bags"

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

13. Any other information or requests for exemptions: No

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

Print name of Event Supervisor Ben Kallhorn

Signature of Event Supervisor Ben Kallhorn

Phone of Event Supervisor: Before 402-679-3656 During " "

Consent of Authorized Representative/Applicant

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

sign
here

Ben Kallhorn Director of Finance 7/3/13
Authorized Representative/Applicant Title & Acct. Date

Ben Kallhorn
Print Name

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

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

I

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT AN ANGELS AMONG US FUNDRAISING EVENT AT J'AMOUR BOUTIQUE ON AUGUST 10, 2013.

WHEREAS, J'Amour Boutique, 9638 Giles Road is located within the City of La Vista; and

WHEREAS, Angels Among Us has requested approval of a Special Designated Permit to serve alcohol at a fundraising event at J'Amour Boutique on August 10, 2013 from 4:00 p.m. to 9:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Angels Among Us to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve alcohol at J'Amour Boutique, 9638 Giles Road, in conjunction with a fundraising event.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



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

TO: Pam Buethe, City Clerk

FROM: Robert S. Lausten, Police Chief

DATE: July 2, 2013

RE: Application for SDL

CC:

Re: Jamie Morrison DBA: Angels Among Us
Location: Jamour Boutique 9635 Giles Road
Special Designated Use Permit

The La Vista Police Department has been informed and has reviewed the request for a special designated use permit to have a beer garden event on August 10, 2013 from 4pm until 9pm.

There have been no concerns regarding the event identified by the police department at this time.

Attn: City Clerk
5 pgs

RECEIVED

JUL 1 2013

NEBRASKA LIQUOR
CONTROL COMMISSION**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

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

RETAIL LICENSE HOLDERS NON PROFIT APPLICANTS

Non Profit Status (check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service 8-10-13

104313

COMPLETE ALL QUESTIONS1. Type of alcohol to be served and/or consumed: Beer Wine Distilled Spirits 2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)NAME: Angels Among UsADDRESS: 11918 Appleton Plaza #2CITY Omaha ZIP 68144

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

BUILDING NAME J'Amour BoutiqueADDRESS: 9635 Giles Rd CITY La Vista NEZIP 68128 COUNTY and COUNTY # NE SARPYa. Is this location within the city/village limits? YES NO b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES NO c. Is this location within 300' of any university or college campus? YES NO

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

Date <u>Aug 10th</u>	Date	Date	Date	Date	Date
Hours From <u>4:00 PM</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>9:00PM</u>	To	To	To	To	To

RECEIVED

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

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

Dance Reception Fund Raiser Beer Garden Sampling/Tasting
 Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET 47 Feet x 95 Feet
(not square feet or acres)*Outdoor area dimensions of area to be covered IN FEET _____ x _____
*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)JUL 1 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

If outdoor area, how will premises be enclosed?

 Fence; snow fence chain link cattle panel other _____
 Tent8. How many attendees do you expect at event? 150 or so not sure

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Security at entrance, taking I.D.'s & 21 & over will get a bracelet10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES NO a. Are there separate toilets for both men and women? YES NO

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES NO
Non-Profit: Where will you be purchasing your alcohol?

RECEIVED

Wholesaler Retailer Both BYO

(includes wineries)

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

JUL 1 2013

If so, describe activity _____

NEBRASKA LIQUOR
CONTROL COMMISSION

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

13. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Jamie Morrison

Signature of Event Supervisor Jamie Morrison

Event Supervisor phone: Before 402 639-5667 During 402 639-5667
 Email address Jammin1214@yahoo.com

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

sign
here

Jamie Morrison

Authorized Representative/Applicant

Owner

6/19/2013

Title

Date

Print Name

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

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

This page is required to be completed by Non Profit applicants only. **RECEIVED**

JUL 1 2013

NEBRASKA LIQUOR
CONTROL COMMISSION

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Angels Among Us

NAME OF CORPORATION

20-4728470

FEDERAL ID NUMBER

Shri D. H. H.

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

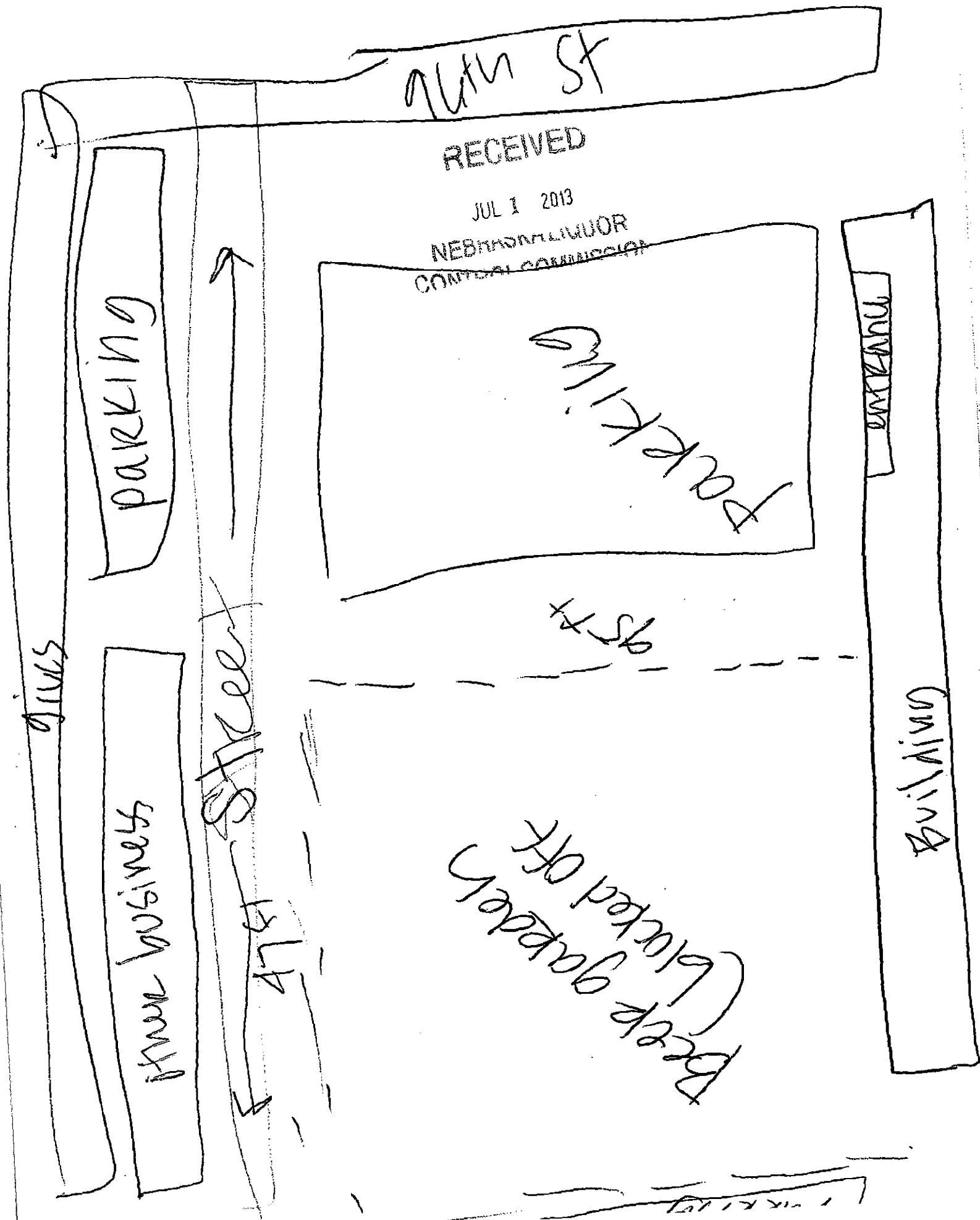
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 28th DAY OF

JUNE, 2013

Kayla S. Cech

NOTARY PUBLIC SIGNATURE & SEAL





CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2013 AGENDA

Subject:	Type:	Submitted By:
PRESENTATION — FIRE/EMS SERVICE DELIVERY RECOMMENDATION	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

In December 2012 staff presented the Mayor and City Council with options for the future delivery of Fire and Emergency Medical Services. One of the options was to combine fire & EMS with another jurisdiction and at that time preliminary discussions had been held with the City of Papillion. Council directed staff to work with Papillion officials to further develop the concept in order to provide additional detail necessary for Council to make an informed decision.

FISCAL IMPACT

N/A

RECOMMENDATION

While no action is necessary at this time, any feedback regarding the recommended direction would be requested.

BACKGROUND

For the past 50 years the men and women of the La Vista Volunteer Fire Department have dedicated thousands of hours a year in service to our residents. The level of service and care they have provided has been and continues to be a valuable resource for La Vista's citizens.

Over the last 10 years, La Vista's population has increased 45 percent and calls for fire and EMS service have increased by 153 percent. In contrast, during this same period of time, despite an emphasis on recruitment efforts, the number of volunteers has not increased proportionally.

In light of those statistics and in an effort to be proactive in planning for future needs staff has examined and reported on multiple options for providing fire and EMS to the community including:

- The formation of a full-time La Vista fire department.
- Providing compensation for the volunteers.
- Entering into a contract with an outside company for EMS services.
- Joining with another entity to provide fire and EMS services.

Because of a great working relationship with the City of Papillion and their commitment to providing high quality fire and emergency medical services, the City of La Vista reached out to Papillion officials to discuss

collaborative possibilities. The two departments have a long history of working together as the result of mutual aid agreements, joint training and being part of the Sarpy County communication system.

Staff will provide the Mayor & Council with an overview of the combined fire & EMS recommendation and answer questions related to the recommendation to proceed with necessary actions in order to pursue the proposed opportunity.