

# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING September 15, 2015

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on September 15, 2015. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Administrative Services Pokorny, Community Development Director Birch, Assistant Recreation Director Karlson Finance Director Miserez, Human Resources Manager Garrod, City Engineer Kottmann and Library Director Barcal.

A notice of the meeting was given in advance thereof by publication in the Times on September 2, 2015. 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.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 1, 2015 CITY COUNCIL  
MEETING
  3. PAY REQUEST – LOGAN SIMPSON – PROFESSIONAL SERVICES –  
COMPREHENSIVE PLAN UPDATE - \$7,896.89
  4. PAY REQUEST – LOGAN SIMPSON – PROFESSIONAL SERVICES –  
COMPREHENSIVE PLAN UPDATE - \$3,815.89
5. PAY REQUEST – TIJ CONSTRUCTION LLC – CONSTRUCTION SERVICES – PUBLIC  
WORKS SEWER SHOP REHABILITATION - \$85,002.57
6. PAY REQUEST – BERRYDUNN – PROFESSIONAL SERVICES – FINANCIAL  
SOFTWARE SYSTEM - \$4,718.00
7. PAY REQUEST – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL  
SERVICES – THOMPSON CREEK PROJECT - \$9,442.55
8. PAY REQUEST – PAPIO-MISSOURI RIVER NRD – PROFESSIONAL SERVICES –  
WEST PAPIO TRAIL PROJECT - \$35,281.01
9. RESOLUTION NO. 15-115 – APPROVE SPECIAL DESIGNATED LICENSE –  
NEBRASKA BREWING CO. – BEER GARDEN – OCTOBER 4, 2015

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A BEER GARDEN AT 6940-6954 S 108<sup>th</sup> STREET ON OCTOBER 4, 2015.

WHEREAS, 6940-6954 S 108th Street is located within the City of La Vista; and

WHEREAS, Nebraska Brewing Company has requested approval of a Special Designated License to serve alcohol at a beer garden at 6940-6954 S 108<sup>th</sup> Street on October 4, 2015 from 12:00 p.m. to 6:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Nebraska Brewing Company to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to serve alcohol at 6940-6954 S 108<sup>th</sup> Street on October 4, 2015.

10. RESOLUTION NO 15-115 – APPROVE SPECIAL DESIGNATED LICENSE –  
NEBRASKA BREWING CO. – FUNDRAISER - OCTOBER 18, 2015

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT A FUNDRAISER AT 6940-6954 S 108<sup>th</sup> STREET ON OCTOBER 18, 2015.

WHEREAS, 6940-6954 S 108th Street is located within the City of La Vista; and

WHEREAS, Nebraska Brewing Company has requested approval of a Special Designated License to serve alcohol at a fundraiser at 6940-6954 S 108<sup>th</sup> Street on October 18, 2015 from 12:00 p.m. to 6:00 p.m.

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## 11. APPROVAL OF CLAIMS.

ABE'S PORTABLES INC, services	\$392.48
ACCO UNLIMITED CORP, supplies	\$998.15
ACTION BATTERIES, maint.	\$17.70
ALAMAR UNIFORMS, apparel	\$176.71
AMERICAN LIBRARY ASSN, supplies	\$8.10
ANDERSON EXCAVATING CO, services	\$163,929.60
APWA-AMER PUBLIC WORKS ASSN, services	\$50.00
ASPHALT & CONCRETE MATERIALS, maint.	\$145.47
BAKER & TAYLOR, books	\$1,938.71
BISHOP BUSINESS EQUIPMENT, supplies	\$2,068.88
BOMA/OMAHA, travel	\$22.00
BRENTWOOD AUTO WASH, maint.	\$7.00
BROWNELLS INC, supplies	\$320.47
BUILDERS SUPPLY CO INC, supplies	\$21.05
CABELA'S, supplies	\$39.99
CALENTINE, J, travel	\$497.00
CARDMEMBER SERVICE-ELAN, services	\$16,341.10
CATHERINE DEMES MAYDEW, services	\$130.00
CENTURY LINK BUSN SVCS, phones	\$67.84
CENTURY LINK, phones	\$132.43
CHRIS MADDEN, services	\$4,769.61
CITY OF OMAHA, utilities	\$143,544.89
CITY OF PAPILLION PARKS/RECR, services	\$40.00
CITY OF PAPILLION, services	\$134,335.00
COLE W KIZER, services	\$40.00
COLIBRI SYSTEMS NA, supplies	\$825.00
CONTROL MASTERS INC, services	\$1,785.00
COX COMMUNICATIONS, services	\$143.00
CSP 529, payroll	\$50.00
D & B SALVAGE, ser vices	\$655.00
DATASHIELD CORP, services	\$11.40
DEARBORN NATIONAL LIFE INS CO, services	\$4,089.83
DIAMOND VOGEL PAINTS, bld&grnds	\$165.45
DOUGLAS COUNTY SHERIFF'S OFC, services	\$25.00
EFTPS, payroll	\$70,703.08
EXCHANGE BANK, services	\$1,036.79
FEDEX KINKO'S, services	\$11.69
FEDEX, services	\$49.13
FELSBURG HOLT & ULLEVIG, services	\$523.70
FILTER CARE, maint.	\$206.35
FIRST NATIONAL BANK FREMONT, bonds	\$30,972.50
FITZGERALD SCHORR BARMETTLER, services	\$37,613.70
FOREMOST PROMOTIONS, supplies	\$258.82
GALE, books	\$163.43
GARROD, M., travel	\$193.00
GCR TIRES & SERVICE, maint.	\$138.30
GENERAL FIRE & SAFETY EQUIP CO, bld&grnds	\$220.00
GENUINE PARTS CO-OMAHA, maint.	\$1,717.53
GROSSENBACHER BROTHERS INC, supplies	\$285.95
GT DISTRIBUTORS INC, supplies	\$1,204.50
GUEST SERVICES, travel	\$300.48
GUNN, B., travel	\$414.00
H & S CONTRACTING INC, services	\$51,850.00

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HANEY SHOE STORE, apparel	\$300.00
HARM'S CONCRETE INC, maint.	\$224.00
HEIMES CORPORATION, maint.	\$366.61
HOME DEPOT, supplies	\$127.06
HOPE HEALTH/IHAC, services	\$176.76
HUNDEN STRATEGIC PARTNERS, services	\$9,809.00
HY-VEE INC, services	\$174.00
ICMA, payroll	\$34,546.20
INGRAM LIBRARY SERVICES, books	\$1,578.98
INTERNATIONAL CODE COUNCIL INC, services	\$600.00
J & J SMALL ENGINE, maint.	\$95.40
JOHNSTONE SUPPLY CO, bld&grnds	\$49.52
LAUGHLIN, KATHLEEN A, TRUSTEE, payroll	\$116.00
LEAGUE OF NE MUNICIPLITIES, services	\$39,769.00
LEAGUE OF NEBR MUNICIPALITIES, services	\$1,532.00
LFOP DUES, payroll	\$1,300.00
LOGAN CONTRACTORS SUPPLY, maint.	\$506.51
LOU'S SPORTING GOODS, supplies	\$151.40
MAPA-METRO AREA PLANNING, travel	\$40.00
MARCO INC, payroll	\$344.50
MENARDS, bld&grnds	\$197.14
METRO AREA TRANSIT, services	\$517.00
METROPOLITAN COMM COLLEGE, services	\$17,071.28
MIAC PEARSON, services	\$40.00
MIDWEST EXCAVATING SVCS LLC, services	\$2,750.00
MIDWEST PLASTICS INC, services	\$48.27
MIDWEST RIGHT OF WAY SVCS INC, services	\$2,331.90
MILLARD ROOFING & GUTTER, refund permits	\$1,582.64
MNJ TECHNOLOGIES, services	\$2,480.00
MUD, utilities	\$4,813.44
NACR INC, services	\$2,240.00
NE CHILD SUPPORT CENTER, payroll	\$966.08
NE DEPT OF MOTOR VEHICLE-94789, services	\$13.20
NE DEPT OF REVENUE-FORM 94, services	\$25.00
NE STATE INCOME TAX, payroll	\$10,389.58
NEBRASKA AIR FILTER INC, bld&grnds	\$41.64
NEBRASKA SOFTBALL ASSN, services	\$1,180.00
NEFF TOWING INC, maint.	\$110.00
NORTON, J., travel	\$177.22
NUTS AND BOLTS INC, maint.	\$48.15
OFFICE DEPOT INC, supplies	\$893.43
OFFUTT YOUTH CENTER, services	\$1,152.00
OMAHA PUBLIC POWER DISTRICT, utilities	\$55,777.84
OMAHA WINWATER WORKS, bld&grnds	\$740.15
OMNI, maint.	\$235.87
O'REILLY AUTOMOTIVE, maint.	\$188.83
PAPILLION SANITATION, services	\$937.83
PARAMOUNT LINEN, services	\$322.96
PAYFLEX SYSTEMS USA INC, payroll	\$250.00
PAYLESS OFFICE PRODUCTS INC, supplies	\$151.44
PERFORMANCE FORD, maint.	\$69.00
PLAINS EQUIPMENT GROUP, maint.	\$1,045.31
POKORNY, K., travel	\$193.00
POLICE INSURANCE, payroll	\$261.89
PREMIER-MIDWEST BEVERAGE CO, supplies	\$238.60
Q P ACE HARDWARE, bld&grnds	\$1,033.78
QUALITY BRANDS OF OMAHA, supplies	\$284.30
RAMIREZ, R, travel	\$497.00
READY MIXED CONCRETE CO, maint.	\$3,342.54
REDFIELD & COMPANY, supplies	\$149.49

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REPUBLIC NATIONAL DISTR CO LLC, supplies	\$299.01
RUHGE, R., travel	\$57.00
SARPY COUNTY PUBLIC WORKS, services	\$11,223.92
SCHEMMER ASSOCIATES INC, services	\$3,206.25
SHRM-SOCIETY FOR HUMAN, services	\$190.00
SINNETT, J., travel	\$720.70
SOUTHEAST LIBRARY SYSTEM, services	\$315.00
SPRINT, phones	\$643.00
STOPAK, SCOTT, services	\$378.00
TED'S MOWER SALES, maint.	\$76.95
THEATRICAL MEDIA SERVICES INC, services	\$38,747.00
TIELKE'S SANDWICHES, supplies	\$82.47
TIGHTON FASTENER & SUPPLY INC, bld&grnds	\$43.13
TRACTOR SUPPLY CREDIT PLAN, services	\$314.89
TRAFFIC & TRANSPORTATION PRODS, services	\$5,533.11
TRI-TECH INC, supplies	\$135.60
UNITE PRIVATE NETWORKS LLC, services	\$3,850.00
UNITED PARCEL, services	\$10.88
utilities	\$22.54
UTILITY EQUIPMENT CO, bld&grnds	\$38.23
VAL VERDE ANIMAL HOSPITAL INC, services	\$174.33
VALUATION SERVICES, services	\$15,750.00
VAN RU CREDIT CORP, payroll	\$41.78
VIERREGGER ELECTRIC CO, maint.	\$3,910.00
VOGEL TRAFFIC SERVICES, services	\$6,474.00
WICK'S STERLING TRUCKS INC, maint.	\$16.90

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez informed Council of the joint meeting with the Planning Commission and the Park and Recreation Advisory Commission to be held on Tuesday September 22 at 6:00 at the Library

Police Chief Lausten reported on an incident that took place at 84<sup>th</sup> Street and Park View Boulevard.

Assistant Public Works Director updated Council on projects going on in the City. Kottmann reported that the work began on the tennis court resurfacing and stated that when the contractor began power washing the court the surface began peeling up and would need some direction whether to continue with the extra work needed to prep the surface. The consensus of Council was to proceed and bring this for approval at the October 6, 2015 meeting.

Assistant Recreation Director Karlson reported on a new program – a Punt, Pass, and Kick contest to be held on September 26, 2015 at 3:30.

Human Resources Manager Garrod introduced the new Human Resources Generalist – Noelle Lamoreux.

## B. STREET RENAMING – PART OF WESTPORT PARKWAY (N OF WEST GILES ROAD TO SOUTHPORT PARKWAY)

### 1. PUBLIC HEARING

At 7:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the street renaming of a part of Westport Parkway (N of West Giles Road to Southport Parkway).

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At 7:17 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## 2. ORDINANCE - STREET RENAMING

Councilmember Sheehan introduced Ordinance No. 1263 entitled; AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO CHANGE THE NAME OF A PORTION OF WESTPORT PARKWAY (FROM WEST GILES ROAD NORTH TO SOUTHPORT PARKWAY), LOCATED IN THE SOUTHPORT WEST SUBDIVISION, TO SOUTH 125<sup>TH</sup> STREET; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Hale seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. 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 Crawford. The Mayor then stated the question, "Shall Ordinance No. 1263 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## C. APPLICATION FOR CONDITIONAL USE PERMIT AND FINAL PUD PLAN – LOT 2, MAYFAIR 2<sup>ND</sup> ADDITION REPLAT FIVE

### 1. PUBLIC HEARING

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the application for a conditional use permit and final PUD Plan on Lot 2, Mayfair 2<sup>nd</sup> Addition Replat Five. Bryan Schleif representing the applicant gave a presentation of the project.

At 7:28 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### 2. RESOLUTION – CONDITIONAL USE PERMIT

Councilmember Quick introduced and moved for the adoption of Resolution No. 15-117: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR NELSON CONSTRUCTION & DEVELOPMENT TO ALLOW FOR A CONTINUING CARE RETIREMENT COMMUNITY ON LOT 2, MAYFAIR 2<sup>ND</sup> ADDITION REPLAT FIVE.

WHEREAS, Nelson Construction & Development has applied for a conditional use permit to allow for a continuing care retirement community on Lot 2, Mayfair 2<sup>nd</sup> Addition Replat Five, located southwest of Brentwood Drive and 97<sup>th</sup> Plaza; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes.

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NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Nelson Construction & Development to allow for a continuing care retirement community on Lot 2, Mayfair 2<sup>nd</sup> Addition Replat Five.

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

### **3. RESOLUTION – FINAL PUD PLAN**

Councilmember Hale introduced and moved for the adoption of Resolution No. 15-118: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 2, MAYFAIR 2<sup>ND</sup> ADDITION REPLAT FIVE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lot 2, Mayfair 2<sup>nd</sup> Addition Replat Five; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, the final planned unit development plan is consistent with the preliminary planned unit development plan approved by the City Council on August 18, 2015.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lot 2, Mayfair 2<sup>nd</sup> Addition Replat Five, located in the SE 1/4 of Section 16, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of Brentwood Drive and 97<sup>th</sup> Plaza be, and hereby is, approved.

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

### **D. APPLICATION FOR REPLAT AND SUBDIVISION AGREEMENT – LOT 40A CENTECH BUSINESS PARK**

#### **1. RESOLUTION – REPLAT**

Councilmember Hale introduced and moved for the adoption of Resolution No. 15-119: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 40A, CENTECH BUSINESS PARK, TO BE REPLATTED AS LOTS 1 AND 2, CENTECH BUSINESS PARK REPLAT TWO, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 40A, Centech Business Park, to be replatted as Lots 1 and 2, Centech Business Park Replat Two; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on August 20, 2015, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 40A, Centech Business Park, to be replatted as Lots 1 and 2, Centech Business Park Replat Two, a subdivision located in the Southeast 1/4 of Section 13, Township 14

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North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northeast of Chandler Road and Centech Road, be, and hereby is, approved.

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

## **2. RESOLUTION – SUBDIVISION AGREEMENT**

Councilmember Quick introduced and moved for the adoption of Resolution No. 15-120: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, CENTECH BUSINESS PARK REPLAT TWO SUBDIVISION.

WHEREAS, the City Council did on September 15, 2015, approve the replat for Lots 1 and 2, Centech Business Park Replat Two Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Millennium Place, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the September 15, 2015, City Council meeting for the Centech Business Park Replat Two Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

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

## **E. ORDINANCE – CALL FOR REDEMPTION OF BONDS AND REFUNDING SERIES 2015 BOND ISSUES**

Councilmember Quick introduced Ordinance No. 1264 entitled; AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF (A) \$2,800,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011A, DATED JUNE 29, 2011; (B) \$4,900,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS (OFF-STREET PARKING PROJECT), SERIES 2011B, DATED JUNE 29, 2011; AND (C) \$1,185,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, ISSUED BY SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA, DATED APRIL 15, 2011 AND AUTHORIZING THE REDEMPTION OF SUCH BONDS TO BE REFUNDED; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Paul Grieger with D.A. Davidson presented the information regarding the redemption of bonds and refunding and the savings to the City.

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

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Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Crawford. The Mayor then stated the question, "Shall Ordinance No. 1264 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **F. RESOLUTION – AUTHORIZATION - PRELIMINARY DESIGN PHASE ENGINEERING CONTRACT - CITY PARKING DISTRICT ACCESS IMPROVEMENTS – DRAINAGE IMPROVEMENTS**

Councilmember Hale introduced and moved for the adoption of Resolution No. 15-121; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DREESSEN, AND DORNER, INC. (TD2) TO PROVIDE PRELIMINARY DESIGN PHASE ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$45,089.

WHEREAS, the Mayor and Council have determined that engineering services for the City Parking District access improvements are necessary; and

WHEREAS, the FY16 Capital Improvement Program Budget provides funding for this service; and

WHEREAS, the Mayor and Council gave approval to solicit proposals at the July 7, 2015 meeting; and

WHEREAS, proposals were received and evaluated by City Staff; and

WHEREAS, it was determined that there were two areas of professional services in the RFP; and

WHEREAS, Thompson Dreessen and Dorner (TD2) will provide design and construction phase engineering services for the proposed drainage improvements related to City Parking District Access Improvements in Southport West and in areas downstream of Southport West subject to fee negotiations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve a Professional Services Agreement with Thompson, Dreessen, and Dorner, Inc. to provide preliminary design phase engineering services for drainage improvements in an amount not to exceed \$45,089.

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

## **G. RESOLUTION – AUTHORIZATION – DESIGN AND CONSTRUCTION PHASE ENGINEERING CONTRACT - CITY PARKING DISTRICT ACCESS IMPROVEMENTS – ROADWAY DESIGN**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 15-122; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN AND BID PHASE ENGINEERING SERVICES FOR ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$73,237.68.

WHEREAS, the Mayor and Council have determined that engineering services for the City Parking District access improvements are necessary; and

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WHEREAS, the FY16 Capital Improvement Program provides funding for this service; and

WHEREAS, the Mayor and Council gave approval to solicit proposals at the July 7, 2015 meeting; and

WHEREAS, proposals were received and evaluated by City Staff; and

WHEREAS, it was determined that there were two areas of professional services in the RFP; and

WHEREAS, Olsson Associates will provide design phase engineering services for the proposed roadway design related to City Parking District Access Improvements;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Director of Public Works and City Clerk to sign a Professional Services Agreement on behalf of the City of La Vista with Olsson Associates to provide design phase engineering services for roadway improvements

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

## **H. RESOLUTION – AUTHORIZE PURCHASE OF TYPE B LIMESTONE FOR RIP RAP**

Councilmember Hale introduced and moved for the adoption of Resolution No.15-123; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE TYPE B LIMESTONE RIP RAP FROM KERFORD LIMESTONE, WEEPING WATER NEBRASKA IN AN AMOUNT NOT TO EXCEED \$28,600.

WHEREAS, the City Council of the City of La Vista has determined that the purchase Type B Limestone Rip Rap for Hell Creek Repairs is necessary, and

WHEREAS, the FY15 General Fund budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase Type B Rip Rap from Kerford Limestone, Weeping Water Nebraska in an amount not to exceed \$28,600.

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

Councilmember Crawford made a motion to move Comments from the Floor ahead of Item 1 Executive Session. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **I. EXECUTIVE SESSION – PERSONNEL: STRATEGY SESSION – POTENTIAL REAL ESTATE ACQUISITION**

At 7:41 p.m. Councilmember Crawford made a motion to go into executive for protection of an individual to discuss personnel matters and for the protection of the

# MINUTE RECORD

September 15, 2015

No. 728 — REEDIE & COMPANY, INC. OMAHA E1107788LD

public for a strategy session on potential real estate acquisition. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 9:27 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig directed staff to look into a case to display items in the front lobby of City Hall.

At 9:27 p.m. Councilmember Hale made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2015

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

PAGE ONE OF two (2)

PAGES

TO OWNER: City of LaVista  
8116 Park View Blvd  
LaVista, NE 68128  
ATTN: John Kottmann

FROM CONTRACTOR: TIJ Construction LLC  
2130 23rd Ave - Suite B  
Council Bluffs, IA 51501

CONTRACT FOR: Sewer Shop Rehab

PROJECT: LaVista Sewer Shop

VIA ARCHITECT: City of LaVista  
8116 Park View Blvd  
LaVista, NE 68128

APPLICATION NO: 3

PERIOD TO: 09/16/15

PROJECT: LaVista Sewer Shop Rehab

CONTRACT DATE: 6/5/2015

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. TOTAL CONSTRUCTION AMT		\$ 108,004.00
2. Net change by Change Orders		\$ 1,145.00
3. Net Change in Contingency Amt (Initial: \$460,118)		\$ 0.00
4. PROJECT SUM TO DATE (Line 1 ± 2 ± 3)		\$ 109,149.00
5. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$ 109,149.00
6. RETAINAGE:		
a. 10.00% % of Completed Work (Column D + E on G703)	\$	10,914.90
b. 0.00% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 6a + 6b or Total in Column I of G703)		\$ 10,914.90
7. TOTAL EARNED LESS RETAINAGE (Line 5 Less Line 6 Total)		\$ 98,234.10
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 7 from prior Certificate)		\$ 90,032.67
9. CURRENT PAYMENT DUE		\$ 8,201.43
10. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 4 less Line 7)	\$	10,914.90

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TIJ Construction LLC

By:  Date: 16 Sept 15

State of: Iowa County of: Pott County of: Pottawattamie

State of Iowa, County of Pott  
Signed and sworn to (or affirmed) before me  
on 16 by Sept 2015  
Lori Eckrich  
Signature of Notary Public



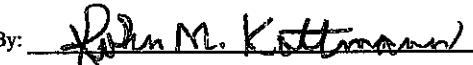
## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 8,201.43

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Project Design

By:  Date: 9/21/2015

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

O.K. to pay \$ 8,201.43

05.71.0882.03

D  
W

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

**CONTINUATION SHEET**

**DOCUMENT G703**

Document G702, **APPLICATION AND CERTIFICATION FOR PAYMENT**, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	3
APPLICATION DATE:	9/16/15
PERIOD TO:	9/16/15

ARCHITECT'S PROJECT NO: **LaVista Sewer Shop  
Rehab**

A		B		C		D		E		F		G		H		I				
ITEM NO.	DESCRIPTION OF WORK		SCHEDULED VALUE		WORK COMPLETED		FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G ÷ C)		BALANCE TO FINISH (C - G)		RETAINAGE	
<b>CONSTRUCTION COSTS</b>																				
10.0	General Conditions		12,072.60		10,261.71		1,810.89		0.00		12,072.60		100.00%		0		1,207.26			
20.0	Bonds		3,589.00		3,589.00		0.00		0.00		3,589.00		100.00%		0		358.90			
30.0	Demo of existing metal skin		20,985.68		18,887.11		2,098.57		0.00		20,985.68		100.00%		0		2,098.57			
40.0	Misc Electrical		2,914.68		2,477.48		437.20		0.00		2,914.68		100.00%		0		291.47			
50.0	Metal skin-roof & walls		58,546.11		49,764.57		8,781.54		0.00		58,546.11		100.00%		0		5,854.61			
60.0	Insulation		6,690.94		6,690.94		0.00		0.00		6,690.94		100.00%		0		669.09			
70.0	Alternate A-Dbl Hung Window		3,495.00		3,145.50		349.50		0.00		3,495.00		100.00%		0		349.50			
80.0	Alternate B-Walk Door		4,355.00		4,355.00		0.00		0.00		4,355.00		100.00%		0		435.50			
90.0	Alternate C-Delete Insulation North 56' of Roof		(1,545.00)		0.00		(1,545.00)		0.00		(1,545.00)		100.00%		0		(154.50)			
100.0	Alternate D-Delete Snow Guards		(3,100.00)		0.00		(3,100.00)		0.00		(3,100.00)		100.00%		0		(310.00)			
110.0	Change Order #1-Added door		1,145.00		865.00		280.00		0.00		1,145.00		100.00%		0		114.50			
<b>GRAND TOTALS</b>			<b>109,149.00</b>		<b>100,036.31</b>		<b>9,112.69</b>		<b>0.00</b>		<b>109,149.00</b>		<b>100.00%</b>		<b>0.00</b>		<b>10,914.90</b>			

A-4



## INVOICE

Chris Madden  
 3942 North 66<sup>th</sup> St, Omaha, Ne., 68104-2551  
 402-881-6919  
 chris@upstreamweeds.com

DATE: SEPTEMBER 20, 2015

INVOICE #: 010

TO John Kottman, City Engineer  
 City of La Vista, Nebraska  
 Public Works Department  
 9900 Portal Road  
 La Vista, NE 68128

La Vista BioBlitz '15		Thompson Creek Restoration Project/ City of La Vista	PubEn / EdOut / CitSci	8/17/15 - 9/13/15
Week of:	Description:	Hours:	Line Total	
8/17/15 - 8/23/15	<b>UW Consultant Fees</b>			
	Bio Blitz Coordination & Administration		4	\$ 100.00
	Networking/Email/Correspondence (6 hours Pro Bono)		10	\$ 250.00
	UNO Collaborative Prep & Consultation		2.5	\$ 62.50
	Outside Meeting		3.5	\$ 87.50
	Weekly Total		20	\$ 500.00
	<b>La Vista Business Help</b>			
	<b>Billing Prep</b>		2	\$ 26.66
	Weekly Total		2	\$ 26.66
8/24/15 - 8/30/15	<b>UW Consultant Fees</b>			
	City of La Vista Acct. Management & Administration		3	\$ 75.00
	Bio Blitz Coordination & Administration		2	\$ 50.00
	Networking/Email/Correspondence		5	\$ 125.00
	Specific Blitz Activity Design/Build/Test		6.5	\$ 162.50
	Elem. School Prep/Correspondence/Consult		1	\$ 25.00
	Event Execution (7.5 hours Pro Bono)		2.5	\$ 62.50
	Weekly Total		20	\$ 500.00

8/31/15- 9/6/15

<b>UW Consultant Fees</b>			
Networking/Email/Correspondence	11	\$	275.00
Bio Blitz Coordination & Administration	1	\$	25.00
General Bio Blitz Planning	2	\$	50.00
UNO Collaborative Prep & Consultation	3	\$	75.00
Outside Meeting	3	\$	75.00
	Weekly Total	20	\$ 500.00

9/7/15 - 9/13/15

<b>UW Consultant Fees</b>			
Networking/Email/Correspondence	12.5	\$	312.50
Bio Blitz Coordination & Administration	5	\$	125.00
Event Execution (7.5 hours Pro Bono)	1.5	\$	37.50
UNO Collaborative Prep & Consultation	1	\$	25.00
	Weekly Total	20	\$ 500.00

Total \$ 2,026.66

UW CONSULTANT FEES	Sub Total	\$ 2,026.66
	Total Due	\$ 2,026.66

Please make all checks payable to Chris Madden

Thank you!

O.K. to pay

CFMK

9-21-2015

05.71,0871.01 (NET)

**Invoice**

FELSBURG  
HOLT &  
ULLEVIG

connecting and enhancing communities

**Mail Payments to:**

PO Box 911704

Denver, CO 80291-1704

303.721.1440 • 303.721.0832 fax

September 17, 2015

Project No: 113112-02

Invoice No: 15091

Mr. John Kottmann, PE

City Engineer

City of La Vista

8116 Park View Blvd

La Vista, NE 68128

Project 113112-02 Hell Creek Channel Improvements Phase II TO2

Supplemental Agreement No. 1

CIP Project No. PWST-15-009

**Professional Services for the Period: August 01, 2015 to August 31, 2015****Professional Personnel**

	Hours	Rate	Amount
Engineer V			
Lampe, David	2.00	150.00	300.00
Labor	2.00		300.00
<b>Total Labor</b>			<b>300.00</b>

**Subconsultants**

Olsson Associates	274.19
<b>Total Subconsultants</b>	<b>274.19</b>

**TOTAL AMOUNT DUE** **\$574.19**

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	300.00	28,285.00	28,585.00
Subconsultant	274.19	13,816.07	14,090.26
In-House	0.00	75.98	75.98
<b>Totals</b>	<b>574.19</b>	<b>42,177.05</b>	<b>42,751.24</b>

O.K. to pay

JK

9/23/2015

05.71.0891.03

Grade Control Structure

A-5

**Invoice**

A-6



**FELSBURG  
HOLT &  
ULLEVIG**

connecting and enhancing communities

Mail Payments to:  
PO Box 911704  
Denver, CO 80291-1704  
303.721.1440 • 303.721.0832 fax

September 17, 2015  
Project No: 113112-01  
Invoice No: 15085

Mr. John Kottmann, PE  
City Engineer  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Project 113112-01 Hell Creek Channel Improvements Phase II  
CIP Project No. PWST-13-010

**Professional Services for the Period: May 01, 2015 to August 31, 2015**

Phase 005 Olive Street Bridge 404 Permitting

**Professional Personnel**

	Hours	Rate	Amount
Engineer V Lampe, David	2.50	150.00	375.00
Engineer I Knapp, Laura	.25	90.00	22.50
Thomas, Stacey	3.00	90.00	270.00
Env Scientist/Planner V Baumert, Anthony	19.75	150.00	2,962.50
Labor	25.50		3,630.00
<b>Total Labor</b>			<b>3,630.00</b>
			<b>Phase Sub-Total</b>
			<b>\$3,630.00</b>

Phase ODC Other Direct Costs

**Reimbursable Expenses**

Mileage	15.78
<b>Total Reimbursables</b>	<b>15.78</b>
	<b>15.78</b>

**In-House Units**

Delivery / Postage / Shipping	9.36
B&W Printing	.12
Color Printing	1.71
<b>Total In-House</b>	<b>11.19</b>
	<b>11.19</b>
	<b>Phase Sub-Total</b>
	<b>\$26.97</b>

**TOTAL AMOUNT DUE** **\$3,656.97**

**Billed-To-Date Summary**

	Current	Prior	Total
Labor	3,630.00	63,827.50	67,457.50
Subconsultant	0.00	38,955.06	38,955.06
Expense	15.78	338.29	354.07
In-House	11.19	226.08	237.27
<b>Totals</b>	<b>3,656.97</b>	<b>103,346.93</b>	<b>107,003.90</b>

O.K. to pay

efMK

9-23-2015

05.71.0891.03

Olive Bridge Corps  
Permit



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

A-7  
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 111633  
Date 09/23/2015  
Project 0171-410 124TH CIRCLE AND  
HARRISON STREET TRAFFIC SIGNAL

Professional Services from May 25, 2015 through September 20, 2015

PO #15-0092

Final Invoice

Description	Current Billed
Construction Staking	0.00
Topographic Survey	0.00
Engineering Services During Construction	1,548.20
	Total 1,548.20

Invoice total 1,548.20

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
111633	09/23/2015	1,548.20	1,548.20				
	Total	1,548.20	1,548.20	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

05.71.0879.03

8NK

9-29-2015

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 6, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT METRO AREA DRUG TASK FORCE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

**SYNOPSIS**

The City Council approved an Interlocal Cooperation Agreement between the City of La Vista and the Metro Drug Task Force Participating Agencies on August 18, 2015. However, the City of Omaha has since made minor changes to the Agreement (noted below) and the Agreement with the changes needs to be approved.

**FISCAL IMPACT**

An increase of approximately \$500 per year.

**RECOMMENDATION**

Approval

**BACKGROUND**

The La Vista Police Department has been a member of the Metro Area Drug Task Force via an Interlocal Cooperation Agreement since 2000. The Interlocal Cooperation Agreement has been updated with a change in the required contribution of participating agencies to fund the off-site location has been made. Previously, the La Vista was responsible for 1% of building lease payments and prorated utilities (approx. \$3,000 per year). The updated Interlocal Cooperation Agreement raises the percentage to 1.3% of the lease payment, an increase of approximately \$500 per year.

On August 18, 2015, the La Vista City Council passed a resolution approving the Agreement. However, the City of Omaha has since made minor changes to the Agreement and the Agreement with the changes needs to be approved.

The changes made consist of:

- Page 2, paragraph 7: attached and incorporated herein by this reference as Exhibit A was added. Exhibit A is the Metro Drug Task Force grant award that is received via the NE Crime Commission.
- Page 5, paragraph 14: Administrative Board was changed to Advisory Board for continuity purposes throughout the document. (This was also done on page 6, paragraph 16b; page 8, paragraph 19).
- Page 4, paragraph 15: The last two sentences were re-worded so that monthly invoices will be sent to the agencies for rent.
- Page 9, paragraph 22 was re-worded but still deals with the Fair Employment topic.
- Page 9, paragraph 23 was added.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE "PARTICIPATING AGENCIES" OF THE METRO AREA DRUG TASK FORCE (UNITED STATES DEPARTMENT OF JUSTICE-DEA, UNITED STATES DEPARTMENT OF TREASURY-IRS, CITY OF OMAHA, CITY OF BELLEVUE, CITY OF PAPILLION, SARPY COUNTY SHERIFF, DOUGLAS COUNTY SHERIFF, AND THE NEBRASKA STATE PATROL).

WHEREAS, it is the belief of informed law enforcement administrators that the most effective enforcement effort against drug trafficking and related crime in the Omaha/East Central Nebraska Metropolitan area can best be achieved through the cooperative efforts of multi-agency enforcement; and

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

WHEREAS, Douglas County, Sarpy County, City of Bellevue, City of Papillion, City of Omaha, Nebraska State Patrol, United States Department of Treasury-Internal Revenue Service, and the United States Department of Justice- DEA are desirous of and agreeable to Interlocal Cooperation Agreement forming a Metropolitan area drug task force;

WHEREAS, the Agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute the Interlocal Cooperation Agreement with Douglas County, Sarpy County, City of Bellevue, City of Papillion, City of Omaha, Nebraska State Patrol, United States Department of Treasury-Internal Revenue Service, and the United States Department of Justice-FBI & DEA.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## INTERLOCAL COOPERATION AGREEMENT

1. It is the present belief of informed law enforcement administrators that the law enforcement effort against crime and drug trafficking in the Omaha/East Central Nebraska Metropolitan area can best be conducted from a centralized multi-agency location.

2. In order for the several hereinafter designated governmental units to make the most efficient use of their powers by enabling them to cooperate with each other, and other governmental agencies, on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors, the following agencies signatory hereto do, under the authority of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-8 et seq., hereby enters into an agreement for five (5) years, with two automatic one year extensions with the following terms and conditions.

3. The purpose of this Agreement is to allow the parties hereto an opportunity to participate in a grant funded project facilitating the establishment of a joint work environment as an effort to address the law enforcement needs in the Omaha/East Central Nebraska Metropolitan area. This Agreement neither creates powers above and beyond those granted each agency by federal and state statutes and/or city ordinances, nor does it create a new enforcement authority. Each participating agency shall maintain its own integrity.

4. It is the intention of the participating agencies to staff a single facility (hereinafter "the facility") with personnel assigned to narcotics enforcement and related functions, thereby eliminating duplication and inefficiency. Maximum intra-departmental and inter-departmental communication is the expected result.

5. Each participating agency shall retain title to any and all property,

resources, and equipment brought into the Agreement by them and upon termination shall remove such property from the facility. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the guidelines of the funding agency then in effect. In the absence of such guidelines, residual assets shall accrue to each participating agency in equal shares.

6. This Agreement shall be effective upon execution by all participating agencies and shall continue in effect for five (5) years. The agreement shall automatically renew for two (2) additional one year terms unless any party to the Agreement gives thirty (30) days written notice to the other participating agencies as to its desire to terminate or amend the Agreement.

7. The Douglas County Sheriff, the City of Omaha Police Department, the Sarpy County Sheriff, the Nebraska State Patrol, the City of Bellevue Police Department, La Vista Police Department and the City of Papillion Police Department are beneficiaries and/or obligors as provided in Nebraska Commission on Law Enforcement and Criminal Justice Grant, which is attached and incorporated herein by this reference as Exhibit A, together with any amendments, extensions, renewals, continuations, subordinate agreements and conditions (herein referenced to as "the Grant").

8. This Agreement hereby establishes an Advisory Board comprised of the chief law enforcement officer of each participating agency or his/her designee. The Advisory Board shall act by majority vote of its members. To ensure continuity among the participating agencies, regular attendance at quarterly Board meetings is necessary.

9. Fiscal administration of the Grant and the facility and other activities provided for in this Agreement shall be the responsibility of the Finance Director of the

City of Omaha or his/her designee. No tax authorized by NEB. REV. STAT. §§ 13-318 to 13-326 shall be levied, collected, or accounted for under this Agreement.

10. Functional administration, or the day-to-day operation of the facility and activities as provided for in this Agreement, shall be the responsibility of the Police Chief of the City of Omaha, or his/her designee, known as the "Functional Administrator."

a. To assist in paying miscellaneous expenses incurred in the day-to-day operation of the facility and its activities which are not within the rental payments, throughout the term of this Agreement the City of Omaha shall receive One Hundred Dollars (\$100.00) per month from each federal agency that is a participating agency.

b. In addition, if lease payment contributions are made by the participating agencies as described in paragraph No. 12 of this Agreement, the City of Omaha shall receive 1% of such contributions.

11. The Functional Administrator, as defined in paragraph No. 10, shall be responsible for the general overall operation of the facility. These duties shall include:

a. Collect and tabulate from each participating agency all statistical information required by the Grant and provide a report of such information to the Advisory Board on at least a quarterly basis.

b. Monitor the expenditure of federal and matching funds through frequent contact with the Fiscal Administrator.

c. Maintain proper documentation for grant audit requirements.

d. Ensure proper maintenance of the facility building, including custodial services.

- e. Provide or cause to be provided such training as deemed appropriate to all assigned personnel.
- f. Inventory all grant-provided equipment that is placed within the facility.
- g. Such other duties as are necessary to the successful operation of this project.

12. In addition to the Functional Administrator, a lieutenant from the Omaha Police Department shall be responsible for managing the Metro Drug Task Force and will report to the Advisory Board at the quarterly meetings and shall be known as the "Task Force Commander." The Task Force Commander is responsible for managing the High Intensity Drug Trafficking Association "purchase evidence/purchase information" account which all participating agencies shall have available to them for use as "buy funds" for payments for confidential informant payments. All personnel assigned to the Metro Drug Task Force shall adhere to the published by-laws. It shall be the responsibility of the Task Force Commander to ensure that all members observe the policies and procedures.

13. The Fiscal Administrator is authorized to secure by lease (not to exceed five years, exclusive of options to renew) appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this Agreement ("the facility"). It is understood that the annual rental, common area charges and utilities shall not exceed One Hundred Eighty One Thousand Dollars (\$181,000.00) and that payments shall be made from funds provided by the Grant or by available funds and proceeds of drug forfeitures. If any such funds are not available, then each agency shall contribute on the following percentage basis to each quarterly lease payment:

City of Bellevue	1.3%
City of LaVista	1.3%
Douglas County Sheriff	13.4%
City of Omaha	75.7%
Sarpy County Sheriff	8%
City of Papillion	<u>1.3%</u>
Total	<u>101%</u>

Each, participating agency shall be personally responsible for its own telephone communication service including receivers, instruments, wiring and such other materials as are necessary.

14. The percentage contributions stated in paragraph No. 13 are hereby fixed for the term of the lease unless revised in accordance with this Agreement. The Functional Administrator may, with the approval of the Advisory Board, provide for occupancy by additional law enforcement agencies and adjust percentages to reflect such actual usage. Annually during September, the Functional Administrator may, with the approval of the Advisory Board, adjust these percentage contributions to account for changes in the number of agency personnel assigned to the facility, including a decrease due to an agency discontinuing participation under this Agreement.

15. Rent or utilities payable hereunder for any period of time less than one month shall be determined by prorating the monthly percentage herein specified based on the actual number of days in the month. Any invoices for rent and utilities shall be submitted monthly by the Fiscal Administrator to each participating agency. Payment shall be remitted to the City of Omaha Finance Director, Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, NE 68183.

16. Each participating agency acknowledges the following specified benefits and obligations:

- a. The Douglas County Sheriff shall provide a match value of at least three (3) fulltime investigators who shall work in furtherance of this Agreement.
- b. The City of Omaha Police Department shall provide two (2) clerical personnel, five (5) police investigators, and one (1) police sergeant who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.
- c. The Sarpy County Sheriff shall provide one (1) sergeant, who shall be used for match value, and two (2) investigators who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.
- d. The City of Bellevue Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.
- e. The City of LaVista Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.
- f. The City of Papillion Police Department shall provide one (1) police officer who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

g. Each participating agency receiving reimbursement for services shall provide to the Fiscal Administrator reports of hours worked in such form as the Fiscal Administrator may designate. The Fiscal Administrator shall disburse earned reimbursement funds quarterly to the appropriate political subdivisions.

17. All participating agencies assigning personnel under this Agreement understand and agree that:

a. Such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency; and

b. Shall be compensated by the assigning agency including workers' compensation; and

c. Shall be defended and indemnified by that agency; and shall be deemed to be acting in the course and scope of employment with that participating agency; and

d. All personnel assigned to the Task Force must possess, or exceed the minimum qualifications established by the Nebraska Police Standards Advisory Council; and

e. All personnel assigned to the Task Force shall be in good standing with and shall have successfully completed his/her probationary period with the assigning agency.

18. Each participating agency acknowledges that the United States Department of Justice, Federal Bureau of Investigation, will provide and maintain a security alarm for the facility at its cost; agrees to abide by all standard and special conditions in the Grant; acknowledges that related federal agencies may occupy space in the facility; and understands that they are committed to pay utilities and maintenance

costs as provided herein.

19. Any participating agency may withdraw from this Agreement upon 30 days written notice to all participating agencies and upon the affirmative vote of a majority of its members; the Advisory Board may terminate this Agreement at any time during its term. This Agreement may be extended in accordance with applicable law and regulations.

20. Proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Metro Drug Task Force will be shared equitably among participating agencies that actually participated in the investigation leading to the forfeiture. The equitable sharing will be determined based on the manpower contributions by each agency that participates in the investigation that leads to the forfeiture. The seizing, tracking, and disbursing of assets shall be carried out in compliance with state and federal forfeiture guidelines.

21. Pursuant to and in order to be in compliance with Neb.Rev.Stat. §4-114(2), the participating agencies shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 - 113.

22. During the performance of this Agreement, the participants agree as follows:

- (1) Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency officer setting forth the provisions of this nondiscrimination clause.
- (2) The agency will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin."

23. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's

sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

## “PARTICIPATING AGENCIES”

**UNITED STATES DEPARTMENT OF JUSTICE**

## Drug Enforcement Administration

**Special Agent in Charge**      **Date**  
**Omaha Office**

**UNITED STATES DEPARTMENT OF TREASURY**

Internal Revenue Service

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Special Agent in Charge

Date

**CITY OF OMAHA, NEBRASKA**

The City of Omaha

Attest:

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Mayor

Date

City Clerk

Date

**CITY OF BELLEVUE, NEBRASKA**

The City of Bellevue

Attest:

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Mayor

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Date

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City Clerk

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Date

**CITY OF PAPILLION, NEBRASKA**

The City of Papillion

Attest:

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Mayor

Date

City Clerk

Date

**CITY OF LaVISTA, NEBRASKA**

The City of LaVista

Attest:

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Mayor

Date

City Clerk

---

Date

**SARPY COUNTY, NEBRASKA, SHERIFF**

Attest:

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Sheriff

Date

County Clerk

Date

**DOUGLAS COUNTY, NEBRASKA, SHERIFF**

Attest:

**Sheriff** \_\_\_\_\_ **Date** \_\_\_\_\_ **County Clerk** \_\_\_\_\_ **Date** \_\_\_\_\_

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Chair, Board of Commissioners      Date

**NEBRASKA STATE PATROL**

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Superintendent

Date

A-9

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 BK NE CKG MAIN (600-873)									
		46407			Payroll Check				
Thru		46408			Gap in Checks				
		119034							
119035	9/16/2015	1194	QUALITY BRANDS OF OMAHA			316.00			**MANUAL**
119036	9/16/2015	190	LOGAN SIMPSON DESIGN INC			11,712.78			**MANUAL**
119037	9/16/2015	303	TIJ CONSTRUCTION LLC			85,002.57			**MANUAL**
119038	9/16/2015	4592	BERRY DUNN			4,718.00			**MANUAL**
119039	9/16/2015	143	THOMPSON DREESSEN & DORNER			9,442.55			**MANUAL**
119040	9/16/2015	4616	PAPIO-MO RIVER NRD STORM WATER			35,281.01			**MANUAL**
119041	9/23/2015	3702	LAUGHLIN, KATHLEEN A, TRUSTEE			116.00			**MANUAL**
119042	9/23/2015	4867	VAN RU CREDIT CORPORATION			37.88			**MANUAL**
119043	9/22/2015	1270	PREMIER-MIDWEST BEVERAGE CO			253.55			**MANUAL**
119044	9/22/2015	1194	QUALITY BRANDS OF OMAHA			238.10			**MANUAL**
119045	9/30/2015	762	ACTION BATTERIES UNLTD INC			10.75			
119046	9/30/2015	3780	ADAMSON INDUSTRIES CORP			609.75			
119047	9/30/2015	2868	AIR POWER OF NEBRASKA			166.60			
119048	9/30/2015	571	ALAMAR UNIFORMS			458.73			
119049	9/30/2015	87	AMERICA'S FENCE STORE INC			54.28			
119050	9/30/2015	163	ARTHUR J GALLAGHER RISK			221,343.00			
119051	9/30/2015	188	ASPHALT & CONCRETE MATERIALS			718.83			
119052	9/30/2015	5014	ASSET INSIGHT TCHNOLOGIES INC			4,990.00			
119053	9/30/2015	201	BAKER & TAYLOR BOOKS			2,493.35			
119054	9/30/2015	849	BARONE SECURITY SYSTEMS			3,470.07			
119055	9/30/2015	929	BEACON BUILDING SERVICES			5,812.00			
119056	9/30/2015	3318	BIG RIG TRUCK ACCESSORIES INC			147.80			
119057	9/30/2015	4781	BISHOP BUSINESS EQUIPMENT			522.29			
119058	9/30/2015	196	BLACK HILLS ENERGY			1,983.20			
119059	9/30/2015	56	BOB'S RADIATOR REPAIR CO INC			137.00			
119060	9/30/2015	2757	BOBCAT OF OMAHA			629.52			
119061	9/30/2015	3524	BOLTE, JAN			82.28			
119062	9/30/2015	4436	JIM BOSTON			40.00			
119063	9/30/2015	4636	BRITE IDEAS DECORATING			27,243.75			
119064	9/30/2015	830	BROWN TRAFFIC PRODUCTS INC			1,349.50			
119065	9/30/2015	105	BSN SPORTS INC			5,974.94			
119066	9/30/2015	3760	BUETHE, PAM			370.30			
119067	9/30/2015	4058	CALENTINE, JEFFREY			62.10			
119068	9/30/2015	5011	CAR QUEST AUTO PARTS			123.98			
119069	9/30/2015	4910	CAVENDISH SQUARE PUBLISHING			234.88			
119070	9/30/2015	2285	CENTER POINT PUBLISHING			427.20			
119071	9/30/2015	219	CENTURY LINK			.00	**CLEARED**	**VOIDED**	
119072	9/30/2015	219	CENTURY LINK			745.66			
119073	9/30/2015	2540	CENTURY LINK BUSN SVCS			70.76			
119074	9/30/2015	339	CERTIFIED TRANSMISSION INC			476.24			
119075	9/30/2015	2821	CHASE AUTO TRANSMISSION REPAIR			497.00			
119076	9/30/2015	3124	CHIEF SCHOOL BUS SERVICE, INC			165.00			
119077	9/30/2015	152	CITY OF OMAHA			785.19			
119078	9/30/2015	3126	COCA-COLA BOTTLING COMPANY			321.91			

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CHECK NO	DATE	VENDOR NO VENDOR NAME				
119079	9/30/2015	343 MICHELLE COFFMAN	27.31			
119080	9/30/2015	3176 COMP CHOICE INC	.00	**CLEARED**	**VOIDED**	
119081	9/30/2015	3176 COMP CHOICE INC	2,573.00			
119082	9/30/2015	468 CONTROL MASTERS INCORPORATED	1,244.00			
119083	9/30/2015	836 CORNHUSKER INTL TRUCKS INC	79.32			
119084	9/30/2015	707 CULLIGAN OF OMAHA	43.00			
119085	9/30/2015	3136 D & D COMMUNICATIONS	398.00			
119086	9/30/2015	4073 DARE CATALOG	.00	**CLEARED**	**VOIDED**	
119087	9/30/2015	4073 DARE CATALOG	1,184.97			
119088	9/30/2015	4596 DEERE & COMPANY	6,794.02			
119089	9/30/2015	619 DELL MARKETING L.P.	171.59			
119090	9/30/2015	111 DEMCO INCORPORATED	302.03			
119091	9/30/2015	77 DIAMOND VOGEL PAINTS	213.90			
119092	9/30/2015	4076 DIGITAL ALLY INCORPORATED	415.00			
119093	9/30/2015	3892 DILLON BROS HARLEY DAVIDSON	925.44			
119094	9/30/2015	3334 EDGEWEAR SCREEN PRINTING	.00	**CLEARED**	**VOIDED**	
119095	9/30/2015	3334 EDGEWEAR SCREEN PRINTING	2,052.00			
119096	9/30/2015	4663 EN POINTE TECHNOLOGIES SALES	656.40			
119097	9/30/2015	739 EYMAN PLUMBING INC	2,125.00			
119098	9/30/2015	3460 FEDEX	67.73			
119099	9/30/2015	1245 FILTER CARE	110.40			
119100	9/30/2015	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
119101	9/30/2015	3415 FOCUS PRINTING	940.82			
119102	9/30/2015	1344 GALE	125.20			
119103	9/30/2015	53 GCR TIRES & SERVICE	1,141.54			
119104	9/30/2015	4487 GIBSON, JOHN	150.00			
119105	9/30/2015	4389 GOVERNMENT JOBS.COM INC	739.48			
119106	9/30/2015	71 GREENKEEPER COMPANY INC	483.30			
119107	9/30/2015	1624 GUNN, BRENDA	57.50			
119108	9/30/2015	1044 H & H CHEVROLET LLC	52.46			
119109	9/30/2015	426 HANEY SHOE STORE	855.98			
119110	9/30/2015	3657 HEARTLAND PAPER	60.00			
119111	9/30/2015	251 CHRISTINE HOIT	376.00			
119112	9/30/2015	2888 HOME DEPOT CREDIT SERVICES	617.80			
119113	9/30/2015	4151 HUNDEN STRATEGIC PARTNERS	9,813.00			
119114	9/30/2015	1612 HY-VEE INC	758.00			
119115	9/30/2015	2323 INGRAM LIBRARY SERVICES	2,818.17			
119116	9/30/2015	4928 INTERNATIONAL CODE COUNCIL INC	135.00			
119117	9/30/2015	1896 J Q OFFICE EQUIPMENT INC	102.44			
119118	9/30/2015	73 TIM JAVORSKY	125.00			
119119	9/30/2015	227 KENNY'S SERVICES INCORPORATED	1,095.00			
119120	9/30/2015	335 KERFORD LIMESTONE COMPANY	11,981.58			
119121	9/30/2015	4374 CLAIR LA COSSE	25.00			
119122	9/30/2015	2057 LA VISTA COMMUNITY FOUNDATION	50.00			
119123	9/30/2015	340 NOELLE LAMOREUX	37.16			
119124	9/30/2015	4784 LIBRARY IDEAS LLC	20.50			
119125	9/30/2015	230 LIGHT AND SIREN	1,208.91			
119126	9/30/2015	1573 LOGAN CONTRACTORS SUPPLY	7,329.41			
119127	9/30/2015	4560 LOWE'S CREDIT SERVICES	943.92			
119128	9/30/2015	919 MARTIN MARIETTA AGGREGATES	781.49			
119129	9/30/2015	4361 MASTER MECHANICAL SERVICE INC	1,605.46			
119130	9/30/2015	877 MATHESON TRI-GAS INC	2,070.65			
119131	9/30/2015	4943 MENARDS-RALSTON	1,246.20			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
119132	553 METROPOLITAN UTILITIES DIST.	9/30/2015				.00	**CLEARED**	**VOIDED**	
119133	553 METROPOLITAN UTILITIES DIST.	9/30/2015				4,768.96			
119134	2497 MID AMERICA PAY PHONES	9/30/2015				50.00			
119135	184 MID CON SYSTEMS INCORPORATED	9/30/2015				635.06			
119136	1526 MIDLANDS LIGHTING & ELECTRIC	9/30/2015				71.85			
119137	371 MIDWEST SERVICE AND SALES CO	9/30/2015				1,493.25			
119138	2299 MIDWEST TAPE	9/30/2015				2,362.69			
119139	64 MINITEX - CPP	9/30/2015				140.00			
119140	2382 MONARCH OIL INC	9/30/2015				192.50			
119141	1028 NATIONAL EVERYTHING WHOLESALE	9/30/2015				257.06			
119142	4703 NEBRASKA ENVIRONMENTAL PRODS	9/30/2015				1,519.00			
119143	3350 NEBRASKA IOWA SUPPLY	9/30/2015				.00	**CLEARED**	**VOIDED**	
119144	3350 NEBRASKA IOWA SUPPLY	9/30/2015				13,449.82			
119145	3303 NEBRASKA WELDING LTD	9/30/2015				24.35			
119146	1432 NEENAH FOUNDRY INCORPORATED	9/30/2015				432.00			
119147	808 NEWMAN TRAFFIC SIGNS INC	9/30/2015				.00	**CLEARED**	**VOIDED**	
119148	808 NEWMAN TRAFFIC SIGNS INC	9/30/2015				1,570.16			
119149	408 NOBBIES INC	9/30/2015				35.85			
119150	1808 OCLC INC	9/30/2015				123.61			
119151	1014 OFFICE DEPOT INC	9/30/2015				.00	**CLEARED**	**VOIDED**	
119152	1014 OFFICE DEPOT INC	9/30/2015				485.64			
119153	79 OMAHA COMPOUND COMPANY	9/30/2015				239.76			
119154	319 OMAHA WINNELSON	9/30/2015				56.13			
119155	46 OMAHA WORLD-HERALD	9/30/2015				811.06			
119156	109 OMNIGRAPHICS INC	9/30/2015				278.20			
119157	4815 ONE CALL CONCEPTS INC	9/30/2015				252.95			
119158	3935 ORIENTAL TRADING COMPANY	9/30/2015				229.52			
119159	401 PAPILLION LA VISTA SCHL DISTR	9/30/2015				8,240.00			
119160	976 PAPILLION TIRE INCORPORATED	9/30/2015				164.12			
119161	2686 PARAMOUNT LINEN & UNIFORM	9/30/2015				.00	**CLEARED**	**VOIDED**	
119162	2686 PARAMOUNT LINEN & UNIFORM	9/30/2015				484.44			
119163	4654 PAYFLEX SYSTEMS USA INC	9/30/2015				250.00			
119164	3058 PERFORMANCE CHRYSLER JEEP	9/30/2015				207.00			
119165	4037 PERFORMANCE FORD	9/30/2015				96.86			
119166	1821 PETTY CASH-PAM BUETHE	9/30/2015				.00	**CLEARED**	**VOIDED**	
119167	1821 PETTY CASH-PAM BUETHE	9/30/2015				348.32			
119168	1821 PETTY CASH-PAM BUETHE	9/30/2015				.00	**CLEARED**	**VOIDED**	
119169	1821 PETTY CASH-PAM BUETHE	9/30/2015				182.37			
119170	338 PITTSBURGH PAINTS	9/30/2015				68.00			
119171	1784 PLAINS EQUIPMENT GROUP	9/30/2015				1,611.79			
119172	58 RAINBOW GLASS & SUPPLY	9/30/2015				159.00			
119173	4888 RALSTON AREA BASEBALL ASSN	9/30/2015				1,330.00			
119174	191 READY MIXED CONCRETE COMPANY	9/30/2015				5,257.10			
119175	2930 REPUBLIC NATIONAL DISTR CO LLC	9/30/2015				38.10			
119176	3774 RETRIEVEX	9/30/2015				117.10			
119177	4133 ROTELLA'S ITALIAN BAKERY	9/30/2015				12.95			
119178	2612 ROWLAND, DYEA	9/30/2015				20.00			
119179	266 SAFETY GUARD INC	9/30/2015				3,250.00			
119180	292 SAM'S CLUB	9/30/2015				555.64			
119181	490 SARPY COUNTY REGISTER OF DEEDS	9/30/2015				22.00			
119182	503 SCHOLASTIC LIBRARY PUBLISHING	9/30/2015				661.70			
119183	738 SIGN IT	9/30/2015				1,011.20			
119184	115 SIRCHIE FINGER PRINT LABS	9/30/2015				211.33			

APCHCKRP  
10.30.14

Wed Sep 30, 2015 11:38 AM

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
119185	9/30/2015	533 SOUCIE, JOSEPH H JR	325.58			
119186	9/30/2015	3838 SPRINT	119.97			
119187	9/30/2015	3069 STATE STEEL OF OMAHA	359.61			
119188	9/30/2015	4131 STERLING DISTRIBUTING COMPANY	42.26			
119189	9/30/2015	1150 SUTPHEN CORPORATION	135.58			
119190	9/30/2015	4798 SYMBOL ARTS LLC	450.00			
119191	9/30/2015	264 TED'S MOWER SALES & SERVICE	943.92			
119192	9/30/2015	4507 TERRY'S SMALL ENGINE	214.57			
119193	9/30/2015	961 TIELKE'S SANDWICHES	25.45			
119194	9/30/2015	161 TRACTOR SUPPLY CREDIT PLAN	400.75			
119195	9/30/2015	3012 TRAFFIC & TRANSPORTATION PRODS	3,410.00			
119196	9/30/2015	4869 TRANS UNION RISK AND	30.00			
119197	9/30/2015	1122 TURF CARS LTD	349.61			
119198	9/30/2015	300 UTILITY EQUIPMENT COMPANY	2.35			
119199	9/30/2015	4428 VAN-WALL EQUIPMENT INC	368.57			
119200	9/30/2015	809 VERIZON WIRELESS	180.24			
119201	9/30/2015	809 VERIZON WIRELESS	91.58			
119202	9/30/2015	766 VIERREGGER ELECTRIC COMPANY	1,893.38			
119203	9/30/2015	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
119204	9/30/2015	1174 WAL-MART COMMUNITY BRC	523.58			
119205	9/30/2015	3150 WHITE CAP CONSTR SUPPLY/HDS	886.41			
119206	9/30/2015	968 WICK'S STERLING TRUCKS INC	6,420.27			
119207	9/30/2015	984 ZIMCO SUPPLY COMPANY	360.00			

2229901  
Thru 2247401

## Payroll Checks

1260300	9/25/2015	5017 EFTPS (Federal Payroll Taxes)	74,349.31	**E-PAY**
1260301	9/25/2015	5018 NE STATE INCOME TAX	11,138.29	**E-PAY**
1260302	9/25/2015	5019 ICWA PAYROLL (Pension)	36,495.55	**E-PAY**
1260303	9/25/2015	5020 NE CHILD SUPPORT CENTER	966.08	**E-PAY**
1260304	9/25/2015	5023 LFOP DUES	1,300.00	**E-PAY**
1260305	9/25/2015	5024 POLICE INSURANCE	261.89	**E-PAY**
1260306	9/25/2015	5025 529 CSP (College Savings Plan)	50.00	**E-PAY**
1260326	9/16/2015	239 ASSURANT EMPLOYEE BENEFITS	544.79	**E-PAY**
1260327	9/16/2015	5026 LEAF CAPITAL FUNDING LLC	700.00	**E-PAY**
1260328	9/17/2015	5027 NE DEPT OF REVENUE-SALES TAX	4,519.25	**E-PAY**
1260329	9/21/2015	5029 PITNEY BOWES-EFT POSTAGE	919.00	**E-PAY**
1260330	9/16/2015	178 STANDARD INSURANCE COMPANY	5,669.54	**E-PAY**
1260331	9/16/2015	180 UNITED HEALTHCARE INSURANCE CO	85,845.28	**E-PAY**

BANK TOTAL	790,837.48
OUTSTANDING	790,837.48
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	556,526.51	556,526.51	.00	.00
02 SEWER FUND	26,526.27	26,526.27	.00	.00
05 CONSTRUCTION	151,753.12	151,753.12	.00	.00
08 LOTTERY FUND	37,753.74	37,753.74	.00	.00
09 GOLF COURSE FUND	11,760.31	11,760.31	.00	.00
15 OFF-STREET PARKING	6,517.53	6,517.53	.00	.00

APCHCKRP  
10,30,14

Wed Sep 30, 2015 11:38 AM

\*\*\*\* City of Lavista \*\*\*\*  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 5

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
						REPORT TOTAL	790,837.48		
						OUTSTANDING	790,837.48		
						CLEARED	.00		
						VOIDED	.00		
+ Gross Payroll 09/25/15						\$399,187.73			
- ACH Payments (PR)						<u>\$124,561.12</u>			
						GRAND TOTAL	\$1,065,464.09		

APPROVED BY COUNCIL MEMBERS 10/06/15 (09/30/15 Claim Date)

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**COUNCIL MEMBER**

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**COUNCIL MEMBER**

**COUNCIL MEMBER**

### COUNCIL MEMBER

**COUNCIL MEMBER**

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITIZEN ADVISORY REVIEW COMMITTEE — EDP REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIR. COMMUNITY SERVICES

**SYNOPSIS.**

A public hearing has been scheduled for the Citizen Advisory Review Committee to submit a written report to the Mayor and City Council regarding the City's Economic Development Program. A copy of the report is attached.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Ordinance No. 921 established the City's Economic Development Program and formed the Citizen Advisory Review Committee which is charged with reporting to the Mayor and City Council in a public hearing at least once every six months.

## LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

To: Citizen Advisory Review Committee

Dt: September 10, 2015

Fr: Rita Ramirez, Asst. City Administrator

Re: Economic Development Program Review

The Citizen Advisory Review committee is required to report to the Mayor and City Council at least once every six months regarding the Economic Development Program. The following is provided for the Committee's information and generally covers activity for FY 14 (the period from October 1, 2013 to September 30, 2014):

One application to the Economic Development Program has been received to date. The application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility, which opened in July of 2008 and a Marriott Courtyard Hotel, which opened in May of 2009. These facilities are located in the Southport West subdivision.

1. The City has been collecting sales tax revenue for the Economic Development fund since its effective date. In FY15 (which will end on September 30, 2015) the fund received \$600,000 in sales tax revenue, (bringing the total sales tax revenues transferred to the fund since its inception to \$3,288,000), and \$1,187,292 in loan payments (interest only) from John Q. Hammons. Expenditures in FY15 were \$1,998,854 for debt service associated with the grant and construction loan. The fund had a balance of approximately \$450,000 carried over from FY14.
2. The Economic Development Fund Budget for Fiscal Year 2016 indicates a carry forward amount of \$236,821 from FY15, the fund will receive \$1,186,839 in revenue from loan payments (interest only) by John Q. Hammons, and the fund will receive \$600,000 from sales tax. Expenditures in FY16 will include debt service payments of \$1,311,426 in interest and \$685,000 in principal.
3. The City's assessed valuation for 2016 is \$1,331,138,549, which is an increase of 4.89% from 2015. Over the past 5 years, the growth in the City's valuation has averaged approximately 4.7% annually. The considerably lower than average growth rate in fiscal years 2012 and 2013 can likely be attributed to declining property values associated with the current economic situation specifically related to market sales and vacant commercial properties, especially in the 84<sup>th</sup> Street corridor. The City pursued annexations in FY13 and won the Supreme Court case regarding the annexation of SID 59, increasing the valuation for 2014. 2015 and 2016 have both shown growth in valuation.
4. Sales and use tax revenue has continued to show an increase over the last several years. There were some extremely high sales and use tax collections in 2012 and 2013 and the explanations are noted below. Sales and use tax year-end estimate for FY2015 is well over \$6 million, which is considerably higher than budgeted. The budget was prepared extremely conservative in light of the refunds that were taken by the State in 2014. The City has started to build a sales and use tax reserve for potential future rebates.

FY2010 Sales and Use Tax - \$3,499,187 (up 9.2%)

FY2011 Sales and Use Tax - \$3,741,187 (up 6.9%)

FY2012 Sales and Use Tax - \$4,471,391 (up 19.5%)\*

FY2013 Sales and Use Tax - \$5,999,367 (up 34.2%)\*\*

FY2014 Sales and Use Tax - \$3,212,977 (actually received less the \$2.4 million rebate)

FY2015 Sales and Use Tax - \$6,393,583 (through August)

\* (Sales and use tax revenue received in May 2012 was exceptionally high—State took back \$2.4 million in sales and use tax revenue in 2014 due to State incentive programs.)

\*\* (An additional \$1.2 million in sales and use tax received as a result of a business audit by the State Treasurer. State took back \$2.4 million in sales and use tax revenue in 2014 due to State incentive programs.)

5. While considerably lower than previous years, building permit valuations have remained fairly steady since 2008.

2008 - \$43,487,781 (a decrease from the previous year).

2009 - \$27,316,647

2010 - \$50,312,009 (two large multi-family projects at the end of the year)

2011 - \$34,936,491

2012 - \$28,813,664

2013 - \$31,603,604

2014 - \$48,455,140

2015 - \$39,024,333 (through August)

Total building permit valuations since 1997 are \$1.05 billion.

ITEM C

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 6, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
TRANSPORTATION STUDY — INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a Transportation Study Interlocal Agreement with the cities of Bellevue, Papillion, Gretna, Springfield, and Sarpy County, Nebraska.

**FISCAL IMPACT**

\$2,500

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to approve a Transportation Study Interlocal Agreement between the cities in Sarpy County and the County Board. The purpose of the study is to conduct a needs assessment and feasibility study of transit services in Sarpy County. Currently there is no countywide transit service.

The total cost of the study is estimated to be \$125,000, with grant funding from the Nebraska Department of Roads at 80% of the total project cost, and the local entities contributing 20%, or \$25,000. The local match is proportionate based on population (see agreement); La Vista's share is \$2,500. After approval of the agreement by the cities, the Sarpy County Board will also take action on the agreement and contract with MAPA to conduct the transit study.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A TRANSPORTATION STUDY INTERLOCAL AGREEMENT WITH SARPY COUNTY, NEBRASKA.

WHEREAS, the cities of Bellevue, Papillion, La Vista, Gretna, and Springfield are proposing to enter into a Transportation Study Interlocal Agreement with Sarpy County, Nebraska; and

WHEREAS, if the grant funds from the Nebraska Department of Roads are received for the study, La Vista's share of the local matching funds is \$2,500.

NOW THEREFORE, BE IT RESOLVED, that the Transportation Study Interlocal Agreement with Sarpy County, Nebraska, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF OCTOBER, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## Transportation Study Interlocal Agreement

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a municipal corporation ("Bellevue"), City of Papillion, Nebraska, a municipal corporation ("Papillion"), City of La Vista, Nebraska, a municipal corporation ("La Vista"), City of Gretna, Nebraska, a municipal corporation ("Gretna"), and City of Springfield, Nebraska, a municipal corporation ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), and Sarpy County, Nebraska, a body politic and corporate ("Sarpy"). Collectively, Bellevue, Papillion, La Vista, Gretna, Springfield, and Sarpy are hereinafter sometimes referred to as a "Party" or the "Parties".

### **PRELIMINARY STATEMENT**

WHEREAS:

(A) The Parties hereto are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. as amended, to enter into cooperative agreements for the mutual benefit of the Parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

(B) The Metropolitan Area Planning Agency (MAPA) will receive grant funding (estimated to be \$100,000) from the Nebraska Department of Roads (NDOR) in order to conduct a needs assessment and feasibility study of transit services in Sarpy County, Nebraska ("Study"). The Study proposes to provide stakeholders within Sarpy County with quantifiable data regarding transit demand, the type of transit service that would best suit the needs of the residents within Sarpy County, and recommendations for implementation of said transit service. With a total project cost of \$125,000, MAPA can receive grant funds from NDOR and contribute 80% of the total project cost, and the local entities must contribute 20% of the total project cost, estimated to be \$25,000 (the "Local Match"); and,

(C) The Parties hereto agree that it is in the best interests and is mutually advantageous to work with MAPA to conduct the Study. Each Party desires to financially contribute to the required Local Match in order to pay for the Study. This Agreement will outline the contribution amounts and duties of each Party.

NOW, THEREFORE, in consideration of, and based upon the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

### **DUTIES OF THE PARTIES:**

1. The purpose of this Agreement is to share the cost for the Study with Sarpy as the lead agent. Attached as Exhibit "A" is a request for proposals for the Study, the description of which is incorporated herein by reference.

2. Sarpy will enter into an agreement with MAPA for the Study. The Parties agree to work with MAPA to assist in choosing a consultant for the Study.
  
3. The Study will be partially financed by MAPA and the Parties of this Agreement with MAPA contributing up to 80% of the total project cost with a maximum of \$100,000 and the Parties herein contributing up to 20% of the total project cost with a maximum of \$25,000. If the proposed Study with the selected consultant causes the Local Match to exceed \$25,000, then, pursuant to the separate agreement with MAPA, Sarpy may require MAPA to have the consultant revise the scope and cost of the Study to keep the Local Match at \$25,000 or less.
  
4. Each Party shall contribute towards the Local Match of \$25,000 in the proportionate amounts outlined below. If the Study cost decreases the Local Match to less than \$25,000, then each Party's contribution to the Local Match shall be made in the same proportion as listed below.

<b>City/County</b>	<b>Population</b>	<b>% of Total County Population</b>	<b>Amount Paid into \$25,000 Local Match</b>
Sarpy County	68,986	41	\$10,200
City of Bellevue	53,663	32	\$8,000
City of Papillion	21,921	13	\$3,250
City of La Vista	17,562	10	\$2,500
City of Gretna	5,584	3	\$750
City of Springfield	1,615	1	\$250
<b>TOTAL</b>	<b>169,331</b>	<b>100</b>	<b>\$25,000</b>

5. Each City shall pay their proportionate share of the Local Match to Sarpy no later than 30 days following the MAPA Board approval of a contract with the chosen consultant for the Study.
  
6. Upon receipt of the proportionate share of the Local Match from each City, Sarpy shall transfer the Local Match to MAPA for the Study.

#### **OTHER TERMS:**

7. **Term.** This Agreement shall be effective upon October 1, 2015 and shall terminate upon the completion of the Study.
  
8. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.

9. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska.
10. **Amendment/Merger/Assignment.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement. Any attempted assignment without such approval shall be void and shall constitute a breach of contract.
11. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
12. **Representations.** Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.
13. **Good Faith.** Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.
14. **New Employee Work Eligibility.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
15. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2007), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or

responsibilities in the review or approval of the undertaking described in this Agreement or the performing of either Parties' obligations pursuant to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[The next page is the signature page.]

IN WITNESS WHEREOF, we the Contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement. Executed on the dates indicated with the signatures below.

Executed by Sarpy County this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF SARPY, NEBRASKA  
By the Sarpy County Board of Commissioners

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Chairman

Approved as to form:

---

Deputy Sarpy County Attorney

Executed by City of Bellevue this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BELLEVUE, NEBRASKA

By \_\_\_\_\_

\_\_\_\_\_

Mayor

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Bellevue City Attorney

Executed by City of Papillion this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PAPILLION, NEBRASKA

By \_\_\_\_\_

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\_\_\_\_\_  
Mayor

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

\_\_\_\_\_  
Papillion City Attorney

Executed by City of La Vista this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LA VISTA, NEBRASKA

By \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
LaVista City Attorney

Executed by City of Gretna this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GRETNA, NEBRASKA

By \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Gretna City Attorney

Executed by City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SPRINGFIELD, NEBRASKA

By \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Springfield City Attorney

**MAPA**  
**Sarpy County Transit Feasibility Study**  
**Request For Proposals (RFP)**

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August 10, 2015

Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA)



Omaha - Council Bluffs  
Metropolitan Area  
Planning Agency

Responses should be submitted  
no later than 3:00 pm (CST) on  
September 11, 2015

## 1. Introduction

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) is a voluntary association of local governments in the greater Omaha region. MAPA performs planning and development work to address problems that are regional in scope and cross jurisdictional boundaries. The five-county MAPA region spans Douglas, Sarpy, and Washington Counties in Nebraska and Mills and Pottawattamie Counties in Iowa.

Sarpy County is the fastest growing county in Nebraska, with a current population of 169,331. It is unique in that it has pockets of urban, suburban, and rural areas. Furthermore, it is a prime location, directly south of the City of Omaha and is positioned to grow in the future. PayPal, Oriental Trading Company, and others already have large bases of operations taking advantage of the supreme location.

The objective of this Request for Proposals (RFP) is to select a firm to conduct a needs assessment and feasibility study of transit services in Sarpy County, Nebraska. Currently, there is no countywide transit service. Instead, the City of Omaha's Metro Transit only provides park and route, express route locations within Sarpy County by contract; and the Cities of Bellevue, Papillion, La Vista/Ralston provide special transit service for the elderly and those with disabilities.

Anecdotally we know that people have a difficult time getting to locations within Sarpy County. Recently, a great deal of economic growth has occurred in Sarpy County, but people without vehicles are struggling to get to where they need to go. This study will provide stakeholders with quantifiable data regarding transit demand, the type of transit service that would best suit the needs of County residents, and recommendations for implementation.

## 2. Scope of Services

Work will be conducted, for this study, as a part of the following tasks:

- Task 1: Project Management and Coordination
- Task 2: Stakeholder Meetings
- Task 3: Public Input
- Task 4: Data Gathering of Current Service and Identification of Existing and Future Transit Demand  
(Technical Memo #1)
- Task 5: Peer Community Review (Included in Technical Memo #1)
- Task 6: Develop Alternatives and Recommendations for Transit Services (Technical Memo #2)
- Task 7: Preferred Transit Alternative, Budget, and Implementation Plan (Technical Memo #3)
- Task 8: Draft Report
- Task 9: Final Report

### Task 1: Project Management and Coordination

**Purpose:** The purpose of Task 1 is to ensure the project is completed on time and on budget to the satisfaction of MAPA, Sarpy County, and other interested parties.

**Deliverable:** Project management and coordination will be the focal point of communication between the consultant firm and MAPA/Sarpy County Project Team. The consultant firm will produce a detailed work plan that includes the scope of work, project schedule, and staffing plan, developed in coordination with MAPA. Monthly status reports will be issued to project stakeholders.

This will be developed within 20 days after receiving the Notice to Proceed.

## Task 2: Stakeholder Meetings

**Purpose:** The purpose of Task 2 is for the consultant firm to deliver project presentations to MAPA, project stakeholders, and resource agencies. This entails, at a minimum, the meetings listed below. (Other meetings may be necessary.)

1. Kick off meeting- to detail the project process
2. Technical Memo 1
3. Technical Memo 2
4. Technical Memo 3
5. After the draft report is compiled

The presentations will allow stakeholders to provide direct feedback regarding the study.

**Deliverable:** Each of the meetings will include a Microsoft PowerPoint presentation and meeting agendas provided to MAPA in an editable, digital format.

## Task 3: Public Input

**Purpose:** The purpose of Task 3 is for the consultant firm to conduct public input phases. Each of the public input phases shall consist of at least two meetings held on the same day in different locations/times within Sarpy County (in an attempt to capture divergent points of view within the county). There will be a minimum of four public input phases, allowing direct public input. These public input phases will include a powerpoint presentation and boards displaying the concepts for the meeting. The public input phases will correspond with the stakeholder meetings, for example, a stakeholder meeting will be held in the morning, a public input meeting in the afternoon, and a second public input meeting in the evening.

The public input phases will be completed as follows:

1. Kick off meeting
2. Technical Memo 1 completed
3. Technical Memo 2 completed
4. Technical Memo 3 completed

This task not only includes in person meetings, but online opportunities as well. At a minimum, a project page should be established either on MAPA's website or on the consultant firm's website.

**Deliverable:** Each of the meeting phases will include a Microsoft PowerPoint presentation and presentation boards provided to MAPA in an editable, digital format. The meeting information shall be provided to MAPA several days prior to the meetings for MAPA review. The consultant firm will facilitate the meetings, providing easy to understand information to members of the public. Furthermore, the consultant firm will develop and disseminate (after receiving MAPA approval) the media information (including meeting flyer, press release, etc) and provide the information to MAPA to post on MAPA's website and social media.

#### **Task 4: Data Gathering of Current Service and Identification of Existing and Future Transit Demand**

**Purpose:** The purpose of Task 4 is for the consultant firm to compile data regarding the current public and private transportation providers within the service area and to identify existing and future transit demand (including demand response, flex routes, express routes, fixed routes, coordination of existing services, etc.) within the study area.

The current service information will be provided by creating a profile of each transportation provider with information such as level of service, ridership, and operational cost. The identification of existing and future transit demand will be accomplished by employing a series of demand estimation techniques for both the general population and particular market segments (such as the elderly and disabled populations) for the current year (2015) and intervals of five years until 2050.

**Deliverable:** An inventory of the current services and existing and future transit demand analysis will be presented in Technical Memo #1 (TM 1) in narrative form, with supporting tables and graphics. Graphical information will include ridership trends, performance measures, service areas, and routes; furthermore, the unmet employment, shopping, medical, and recreation trips should be quantified. The analysis will determine the origin and destination patterns within Sarpy County. TM 1 will be written in non-technical language promoting comprehension. Digital versions of TM 1 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 1. These comments must be incorporated before it is folded into the draft report (Task 8).

#### **Task 5: Peer Community Review**

**Purpose:** The purpose of Task 5 is to conduct a peer community review. The consultant firm shall work with the stakeholder group to identify peer communities. The review shall determine how other counties are addressing their transit needs. The review should include the types of service, the governance structure, funding, the community population, number/types of transit providers, riders, along with the community characteristics, i.e. rural, urban, etc.

**Deliverable:** The peer community review will be included in Technical Memo #1 (TM 1) in narrative form, with supporting tables and graphics. Graphical information will include peer community population, transit providers, ridership, etc. TM 1 will be written in non-technical language promoting comprehension. Digital versions of TM 1 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 1. These comments must be incorporated before it is folded into the draft report (Task 8).

## **Task 6: Develop Alternatives and Recommendations for Transit Services**

**Purpose:** The purpose of Task 6 is to develop alternatives and recommendations for transit services in Sarpy County. The evaluation should include the various forms of transit demand identified in Task 4. Non-traditional, innovative alternatives may be recommended. This task should also look at the transit corridors identified in the Regional Transit Vision (<http://heartland2050.org/heartland-connection/regional-transit-vision-study/>).

The review of service options and methods should include a cost-benefit analysis and the pros and cons of each method to provide the most cost-effective transit services to fill the gaps to transport residents to civic buildings, major employment areas, and make connections with Metro Transit's routes. It should include estimate service costs for each transit type, documenting how the costs were determined and potential rate structures. Recommendations for the type(s) of transit services to be utilized in Sarpy County should be included in this task.

**Deliverable:** The evaluated alternatives and recommendations for transit services will be presented in Technical Memo # 2 (TM 2). TM 2 will include an evaluated and prioritized list of recommended transit services, capital projects, and coordination strategies that local transportation providers can participate in to improve the overall transportation within the region, as well as recommendations for new transit services in Sarpy County (if needed based on the analysis). TM 2 will have graphics and narratives. This report will be written in non-technical language promoting comprehension. Digital versions of TM 2 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 2. These comments must be incorporated before it is integrated into the draft report (Task 8).

## **Task 7: Preferred Transit Alternative, Budget, and Implementation Plan**

**Purpose:** The purpose of Task 7 is to develop the preferred transit alternative, budget, and implementation plan. Technical Memo # 3 (TM 3) shall state which of the recommendations from Task 6 was selected as the preferred transit alternative. The budget shall indicate funding sources and how the funds will be utilized. The implementation plan, will discuss the foundation of the

operations, services, management, capital, scheduling, funding, training, marketing, interagency agreements, contracts, and monitoring that can be implemented over the next 5-10 years. Furthermore, the implementation plan shall include an investigation into legal implementation and governance, as well as the tax/levy possibility.

**Deliverable:** The preferred transit alternative, budget, and implementation plan will be presented in TM 3, which will have graphics and narratives. This report will be written in non-technical language promoting comprehension. Digital versions of TM 3 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 3. These comments must be incorporated before it is integrated into the draft report (Task 8).

## **Task 8: Draft Report**

**Purpose:** The purpose of Task 8 is to develop the draft report. It shall have three components.

- 1) The results of TM 1 (data gathering of current services and identification of existing and future demand and the peer community review),
- 2) The results of TM 2 (alternatives and recommendations for transit services), and
- 3) The results of TM 3 (preferred alternative, budget, and implementation plan)

**Deliverable:** The draft report will include the results of TM 1, 2, and 3. The draft report will have graphics and narratives. This report will be written in non-technical language promoting comprehension. Digital versions of the draft report will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on the draft document. These comments must be incorporated before the consultant firm moves onto the final report (Task 9).

## **Task 9: Final Report**

**Purpose:** The purpose of Task 9 is for the consultant firm to deliver the final report to MAPA and stakeholders. It shall incorporate the feedback from MAPA and the stakeholder groups regarding the draft report. It shall contain easy to comprehend graphics and narratives clearly stating the transit demand and feasibility, along with an implementation plan.

**Deliverable:** The consultant firm will deliver a digital version of the final report in Microsoft Word and a PDF, with relevant tabular data as Microsoft Excel files. The final report will be written in non-technical language promoting comprehension. It shall clearly state the transit demand for 2015 and intervals of five years until 2050, along with the feasibility of implementing transit with a specific implementation plan for the preferred transit alternative.

### 3. Project Schedule

The anticipated project schedule is listed below.

Activity	Date
RFP released	August 10, 2015
Deadline for written questions	August 21, 2015 at 3:00 pm
Responses to written questions	August 26, 2015
Deadline for submittals	September 11, 2015 at 3:00 pm
Short-listed consultants interviewed	September 14 – October 2, 2015
Consultant selection	October 2 – October 7, 2015
Scope and fee negotiation finalized	October 7 – October 13, 2015
MAPA Board approval	October 29, 2015
Approximate award date	October 29, 2015
Task 1) Consultant developed detailed work plan	20 days after NTP
Task 2) Stakeholder Meetings	1) Kickoff meeting 2) TM 1 meeting 3) TM 2 meeting 4) TM 3 meeting 5) Draft Report
Task 3) Public Input	1) Kickoff meeting- One meeting held in two locations 2) TM 1 meeting- One meeting held in two locations 3) TM 2 meeting- One meeting held in two locations 4) TM 3 meeting- One meeting held in two locations
Task 4) TM 1: Data Gathering of Current Service and Identification of Existing and Future Transit Demand	To be determined
Task 5) TM1: Peer Community Review	
Task 6) TM 2: Develop Alternatives and Recommendations for Transit Services	
Task 7) TM 3: Preferred Transit Alternative, Budget, and Implementation Plan	
Task 8) Draft Report	
Task 9) Final Report	12 months from NTP

## 4. Selection Methodology

The selection process will follow all applicable FTA guidelines. All proposals received will be reviewed in compliance with the proposal requirements and will be evaluated by the selection committee comprised of MAPA staff and Sarpy County project team. Proposals will be scored based on the 100 point criteria listed below.

Criteria	Points
1. Qualifications, experience, and track record of the firm and principal consulting staff, including reference checks, achievements, and financial stability	30
2. Demonstrated understanding of the project, including a well-defined work plan consistent with project objectives	25
3. Proposed project approach, as follows:	
A. Clear and realistic project strategy	15
B. Technical soundness and ability	15
4. Availability of principal staff and ability of the firm to integrate the study into present workload and complete the study according to the proposed schedule	10
5. Disadvantaged Business Enterprise (DBE)	5
<b>Total Points</b>	<b>100</b>

## 5. Submission of Proposals

Ten (10) printed copies and one electronic version (PDF preferred) of the proposal must be received in the MAPA offices by 3:00 PM (CST) on September 11, 2015 (electronic version via CD or USB drive).

Proposals must include proof of insurance and compliance with Title VI of the Civil Rights Act. Late proposals will not be considered.

Please address questions and completed proposals to:

Sarpy County Transit Feasibility Study  
Michael Felschow, Program Director  
Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, NE 68102  
Phone: (402) 444-6866 x 229, Fax: (402) 342-0949  
[mfelschow@mapacog.org](mailto:mfelschow@mapacog.org)

Questions regarding this Request for Proposals should be submitted in writing by email, fax, or regular U.S. mail, and received by 3:00 pm on **August 21, 2015**. Responses to questions submitted will be posted on the MAPA website at <http://mapacog.org/component/content/article/62-request-for-proposalsqualifications-rfprfg> by no later than **August 26, 2015**

## 6. Required Items in RFP Response

To simplify the review process and obtain the maximum degree of comparability, the proposal shall include the items listed below and be organized in the following manner.

1. Brief letter of interest and table of contents not to exceed three (3) pages.
2. The body of the proposal, not to exceed fifteen (15) double-sided pages, including the list below. Page limits exclude resumes and other necessary materials included in bullet five (5) and six (6) below.
  - a. Project understanding and approach;
  - b. Staffing plan including an organization chart of any teaming arrangements, identification of key personnel and the Project Manager, and roles and responsibilities of each team member; and
  - c. Statement of qualifications and experience that uniquely qualify the firm to provide the services required for the completion of this project.
3. List of relevant work experience on similar projects, at least one (1) excerpt of a transit feasibility review completed by the firm, not to exceed five (5) pages.

Do not highlight more than five (5) projects and only list projects performed within the last ten (10) years, preferably within the last five (5) years.

4. Proposed project timeline, schedule of completion, and detailed proposed budget listing the hours of effort by task and employee category, not to exceed four (4) pages.
5. A copy of the consultant's and sub-consultant's (if applicable) Drug Free Workplace policy. (This is excluded from the page limits listed above.)
6. Proof of insurance, Statement of Compliance with Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise certification (if applicable), a statement that the responding firm is not on a disbarment list for any reason or purpose, and lastly a statement disclosing any currently known or potential conflicts of interest with MAPA and the Federal Transit Administration (FTA). (This is excluded from the page limits listed above.)

Consultants are encouraged to explain their plan for carrying out the study objectives in concrete terms. Technical expertise and capacity should be clearly demonstrated. Inclusion of certified Disadvantaged Business Enterprise (DBE) firms on the project team are encouraged. Proposals should utilize double-sided paper except for section breaks or other appropriate instances.

## 7. Financial Terms

Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness, or inaccurate descriptions or responses respondent even if all of the requirements in the RFP are met. MAPA may modify these requirements in full or in part and/or seek additional respondents to submit proposals. Respondents may be required to make a presentation of their proposals to the selection team should they be short-listed (this requirement shall be optional and used at the discretion of the selection team).

## 8. Disadvantaged Business Enterprises (DBE) Policy

The Omaha –Council Bluffs Metropolitan Area Planning Agency (MAPA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S Department of Transportation (DOT), 49 CFR Part 26. MAPA has received Federal Financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MAPA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MAPA to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;

3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The following assurance is to be included on all DOT-assisted contracts:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as the recipient deems appropriate."

## 9. General Terms and Conditions

1. **Conflicts of Interest** – The proposer shall disclose any currently known or potential conflicts of interest with MAPA and the Federal Transit Administration (FTA). The proposer must declare that the proposer is not currently, and will not during the performance of any services for MAPA participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with MAPA's interests without MAPA's approval.
2. **Amendments to the RFP** – MAPA reserves the right to amend or cancel this RFP by addendum before the final submittal due date. Revisions to the RFP shall be posted on the MAPA website at least three (3) full business days prior to the deadline for submittal of responses.
3. **Non-commitment of MAPA** – This RFP does not commit MAPA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
4. **Confidentiality** – Before award of the contract, all responses to this RFP will be designated confidential to the extent permitted by the Nebraska Public Records Law (84-712). After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.
5. **Access to Records and Reports** – The proposer acknowledges the selected consultant firm will give MAPA, FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the consultant firm which directly pertain to the contract for the purposes of making audits, examinations, excerpts, and transcriptions. Related contractual

documents will be maintained for no less than three years after the date of termination or expiration of the contract.

6. **Termination** – MAPA will retain the right to terminate the contract for convenience or default. These clauses will be incorporated into the contract with the selected consultant firm.
7. **Civil Rights** – MAPA is in compliance with Title VI of the Civil Rights Act, as amended, section 303 of the Age Discrimination Act of 1975, as amended, section 202 of the Americans with Disabilities act of 1990, and Federal transit law. Thus, clauses relating to nondiscrimination and equal employment opportunity (race, color, creed, national origin, sex, and disabilities) will be included in the contract with the selected consultant firm.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 6, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SUPPLEMENTAL WORK SURFACE PREP-TENNIS COURT RESURFACING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve an expenditure for additional work necessary to prepare the tennis courts prior to resurfacing for Pro Track and Tennis, Inc. Bennington Nebraska in an additional amount not to exceed \$15,000.

**FISCAL IMPACT**

Funding for the additional work will be through savings in other budget line items.

**RECOMMENDATION**

Approval

**BACKGROUND**

Proposals were obtained in July for the resurfacing of the tennis courts along with net post replacements. A contract was awarded to by Pro Track and Tennis, Inc. on July 7, 2015. Their proposal included a recommendation for grinding of the tennis courts, however, in an attempt to remain within the funding allocation the grinding work was not part of the initial contract. An effort was made to power wash the courts in order to prepare them for resurfacing. During the power washing, portions of the existing court surfacing began to peel off. If the new surfacing were to be placed on this condition, it would have resulted an uneven surface. In addition, the bonding of the old surface not removed would be suspect and the contractor advised they could not warranty their work. Therefore, it was necessary to proceed with grinding for complete removal of the existing surfacing as discussed at the September 15 Council meeting.

A proposal has been obtained from Pro Track and Tennis, Inc. for grinding to totally remove the existing tennis court surfacing for an additional amount of \$15,000.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN ADDITIONAL EXPENDITURE FOR EXTRA WORK REQUIRED TO PREPARE THE CENTRAL PARK TENNIS COURTS PRIOR TO RESURFACING TO PRO TRACK AND TENNIS INCORPORATED, BENNINGTON NEBRASKA, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$15,000.00

WHEREAS, the City Council of the City of La Vista has determined that extra work to prepare for resurfacing of the Central Park Tennis Courts is necessary; and

WHEREAS, the FY16 Parks Maintenance Budget provides 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 approve an additional expenditure for extra work required to prepare the Central Park Tennis Courts prior to resurfacing to Pro Track Tennis Inc., Bennington, NE, in an additional amount not to exceed \$15,000.00.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 6, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE PORTABLE SOUND SYSTEM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNITY RELATIONS COORDINATOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of a portable sound system from Theatrical Media Services (TMS) in an amount not to exceed \$13,776.00.

**FISCAL IMPACT**

The FY 16 Lottery Fund Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

As the City continues to coordinate and manage more large-scale events each year, there is an increased need for a quality, versatile portable sound system. Staff has been utilizing the sound system that accompanies the outdoor movie projection system, but it is best utilized for that purpose. The proposed purchase is a three-speaker, wireless system that can be controlled from an iPad, easily transported and does not require extension cords, which greatly increases its versatility. Staff from City Hall and the Recreation Department will be trained on how to operate the system. There are several events scheduled within the next few weeks where this system would be used, which is the reason for this request to purchase coming so early in the fiscal year.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA  
AUTHORIZING THE PURCHASE OF A PORTABLE SOUND SYSTEM FROM THEATRICAL  
MEDIA SERVICES IN AN AMOUNT NOT TO EXCEED \$13,776.00.**

**WHEREAS, the City Council of the City of La Vista has determined that the purchase of portable sound system for use at multiple events throughout the City is desirable; and**

**WHEREAS, the FY16 Lottery Fund Budget provides funding for the proposed purchase; and**

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

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a portable sound system from Theatrical Media Services in an amount not to exceed \$13,776.00.**

**PASSED AND APPROVED THIS 6TH DAY OF OCTOBER 2015.**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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



## QUOTE

## Theatrical Media Services

*Lighting - Sound - Video - Curtains - Theatrical Rigging*

7510 Burlington Street  
Omaha, Nebraska 68127  
Office 402-592-5522  
Fax 402-592-0094

**QUOTE # 4294-A-2**

**DATE:** September 21, 2015  
**PAGE 1 OF 1**

**QUOTE VALID FOR 30 DAYS**

**TO:** \_\_\_\_\_ **NOTES:** \_\_\_\_\_

City Of La Vista  
Att: [Mitch Beaumont@cityoflavista.org](mailto:Mitch Beaumont@cityoflavista.org)  
402-593-6410  
[mbeaumont@cityoflavista.org](mailto:mbeaumont@cityoflavista.org)