

MINUTE RECORD

A-2

No. 729 — REBEILD & COMPANY, Inc. OMAHA. E1310556LD

LA VISTA CITY COUNCIL MEETING December 20, 2016

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 December 20, 2016. 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, Police Chief Lausten, Director of Administrative Services Pokorny, Community Development Director Birch, Finance Director Miserez, Public Works Director Soucie, Assistant Public Works Director/City Engineer Kottmann, Library Director Barcal, Assistant Recreation Director Karlson, and Human Resources Manager Garrod.

A notice of the meeting was given in advance thereof by publication in the Times on December 7, 2016. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

SWEAR IN POLICE OFFICER – MICHAEL JARVIS

Mayor Kindig swore in Michael Jarvis as a Police Officer for the La Vista Police Department.

SERVICE AWARD – DAN SCARPA – 15 YEARS

Mayor Kindig recognized Dan Scarpa for 15 years of service to the City and stated that Dan was not able to be there.

APPOINTMENTS

CIVIL SERVICE COMMISSION – RE-APPOINT LARRY FILBRANDT – 5 YEAR TERM; RE-APPOINT CAROL WESTLUND- LIBRARY ADVISORY BOARD – 2 YEAR TERM; APPOINT GENE SVENSEN – PARK AND RECREATION ADVISORY BOARD – 2 YEAR TERM

Mayor Kindig stated, with the approval of the City Council, he would like to re-appoint Larry Filbrandt to the Civil Service Commission for a 5 year term; re-appoint Carol Westlund to the Library Advisory Board for a 2 year term; and appoint Gene Svensen to the Park and Recreation Advisory Board for a 2 year term. Councilmember Thomas motioned the approval, seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE DECEMBER 6, 2016 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE DECEMBER 6, 2016 CITY COUNCIL ORGANIZATIONAL MEETING
4. MONTHLY FINANCIAL REPORT – OCTOBER 2016
5. REQUEST FOR PAYMENT – UPSTREAM WEEDS – PROFESSIONAL SERVICES – STORM WATER OUTREACH - \$1,333.50
6. REQUEST FOR PAYMENT – MULLEN & MULLEN – PROFESSIONAL SERVICES – OTC/SARPY COUNTY - \$11,055.30
7. REQUEST FOR PAYMENT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION – ANNUAL INVESTMENT - \$7,500.00

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8. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, bld&grnds	\$162.72
911 CUSTOM LLC, maint.	\$24.06
A & C TREE SERVICE, bld&grnds	\$400.00
ACTION BATTERIES, maint.	\$5.90
ALLIED ELECTRONICS, services	\$117.84
ANN TROE, services	\$760.00
ASPEN EQUIPMENT CO, maint.	\$1,180.63
ASPHALT & CONCRETE MATERIALS, maint.	\$153.72
AWARDS & MORE CO, services	\$78.62
AWARDS UNLIMITED, services	\$62.03
BANK OF NEBRASKA, services	\$3,066.27
BARONE SECURITY SYSTEMS, services	\$105.00
BAUER BUILT TIRE, maint.	\$1,811.88
BEACON BUILDING, services	\$5,812.00
BIG RIG TRUCK, maint.	\$330.00
BISHOP BUSINESS EQUIPMENT, services	\$397.63
BLACK HILLS ENERGY, utilities	\$2,644.10
BOB NORRIS, services	\$643.00
BOBCAT OF OMAHA, maint.	\$71.02
BOLD OFFICE SOLUTIONS, services	\$629.74
BRIAN KINDLEY, services	\$50.00
BUILDERS SUPPLY, bld&grnds	\$101.35
CENTER POINT PUBLISHING, books	\$302.58
CENTURY LINK BUSN, phones	\$2.25
CENTURY LINK, phones	\$321.52
CHILD'S WORLD INC, books	\$678.15
CHRIS MADDEN, services	\$1,575.00
CITY OF OMAHA, services	\$36.62
CITY OF PAPHILLION, services	\$12,262.33
COLIN RUPPERT, apparel	\$53.49
COMP CHOICE INC, services	\$75.00
CORNHUSKER STATE INDUSTRIES, services	\$202.04
COX COMMUNICATIONS, services	\$162.35
CULLIGAN OF OMAHA, bld&grnds	\$25.00
DATASHIELD CORP, services	\$116.80
DEARBORN NATIONAL, services	\$1,054.00
DELL MARKETING, services	\$1,748.60
DIGITAL ALLY INC, services	\$305.00
DOUBLE K FEED INC, services	\$160.00
DULTMEIER SALES & SERVICE, maint.	\$11.97
EDGEWEAR SCREEN PRINTING, apparel	\$345.00
ENTERPRISE FM TRUST, services	\$580.01
FASTENAL CO, services	\$19.56
FELSBURG HOLT & ULLEVIG, services	\$1,464.21
FILTER CARE, maint.	\$57.35
FIRST NAT'L BANK FREMONT, bonds	\$1,991,678.75
FIRST WIRELESS INC, maint.	\$42.00
FITZGERALD SCHORR BARMETTLER, services	\$25,128.00
FLAGSHOOTER INC, services	\$179.20
FOCUS PRINTING, services	\$225.00
GALE, books	\$99.71
GALLS LLC, apparel	\$214.99
GENUINE PARTS CO, maint.	\$707.83
GRAYBAR ELECTRIC CO, bld&grnds	\$689.69
HAMPTON INN-KEARNEY, travel	\$1,258.50
HANEY SHOE STORE, apparel	\$450.00
HARRIS COMPUTER SYSTEMS, services	\$2,747.76
HOLSTEIN'S HARLEY DAVIDSON, maint.	\$17.73

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HOME DEPOT, bld&grnds	\$357.32
HONEYMAN RENT-ALL, services	\$1,443.71
HUMANA REFUND DEPT, refund	\$270.74
ICMA MEMBERSHIP RENEWALS, services	\$1,048.60
INDUSTRIAL SALES CO, bld&grnds	\$29.13
INGRAM LIBRARY SERVICES, books	\$2,382.70
INSIGHT PUBLIC SECTOR, services	\$456.30
KRIHA FLUID POWER, maint.	\$137.79
LANDPORT SYSTEMS INC, services	\$125.00
LEAF CAPITAL FUNDING LLC, services	\$700.00
LIBRARY IDEAS LLC, media	\$1.50
LINCOLN POLICE Dept, services	\$170.78
LOVELAND GRASS PAD, maint.	\$19.74
LV COMM FOUNDATION, payroll	\$60.00
MANPOWER, services	\$1,722.70
MARCO INC, services	\$364.49
MARK A KLINKER, services	\$200.00
MARY HAGERUP, travel	\$187.92
MAX I WALKER UNIFORM, services	\$872.36
MENARDS-BELLEVUE, services	\$109.67
MENARDS-RALSTON, services	\$1,766.33
METRO COMM COLLEGE, services	\$18,101.01
MICHAEL TODD & CO INC, services	\$142.00
MID-AMERICAN BENEFITS, services	\$630.50
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	\$96.60
MIDWEST TAPE, media	\$803.73
MILLER PRESS, services	\$525.00
MNJ TECHNOLOGIES, services	\$3,619.00
MSC INDUSTRIAL SUPPLY CO, services	\$255.40
MUD, utilities	\$2,536.79
NATIONAL RESEARCH CENTER, services	\$4,165.00
NE DEPT OF REVENUE, taxes	\$548.50
NE NOTARY ASSN, services	\$100.00
NEBRASKA WELDING, maint.	\$31.43
NEX TRAQ INC, services	\$3,448.80
NORTHWEST AUTO CARE, maint.	\$353.33
NUTS AND BOLTS INC, maint.	\$98.54
OAKHAVEN HOMES INC, bld&grnds	\$27,790.00
OCLC INC, media	\$129.42
OFFICE DEPOT INC, supplies	\$786.16
OLSSON ASSOCIATES, services	\$34,806.36
OMAHA WORLD-HERALD, services	\$6,320.12
ONE CALL CONCEPTS INC, services	\$267.12
OPPD, utilities	\$448.72
O'REILLY AUTOMOTIVE STORES INC, maint.	\$46.18
ORIENTAL TRADING CO, services	\$141.62
PAPILLION SANITATION, services	\$1,467.11
PAPILLION TIRE INC, maint.	\$246.04
PAUL DAVIS SYSTEMS INC, bld&grnds	\$17,103.40
PAYFLEX SYSTEMS, services	\$256.50
PAYLESS OFFICE PRODUCTS, supplies	\$188.96
PENWORTHY CO, books	\$979.04
PETTY CASH, travel/supplies	\$176.32
PITNEY BOWES, services	\$526.71
PLAINS EQUIPMENT GROUP, maint.	\$765.77
POLICE CHIEF'S ASSN OF NEBR, services	\$50.00
PROFESSIONAL GROUNDS MGMT, services	\$135.00
RAINBOW GLASS & SUPPLY, bld&grnds	\$174.20
RAY ALLEN MANUFACTURING, services	\$545.97
READY MIXED CONCRETE CO, maint.	\$2,877.74

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RECORDED BOOKS, LLC, media	\$1,074.34
REGAL AWARDS, services	\$15.50
RETRIEVEX, services	\$125.61
RICK NELSON PHOTOGRAPHY, services	\$295.00
RIVER CITY RECYCLING, bid&grnds	\$85.00
ROBERT S LAUSTEN JR, services	\$1,435.00
ROSE EQUIPMENT INC, maint.	\$179.66
ROURKE PUBLISHING CO, books	\$159.70
SARPY COUNTY COURTHOUSE, services	\$3,852.51
SARPY COUNTY LANDFILL, bid&grnds	\$22.96
SCHEMMER ASSOCIATES INC, services	\$1,687.50
SID DILLON, services	\$63,041.00
SINNETT, J., travel	\$219.09
SPENCER FANE LLP, services	\$890.00
SPRINT, phones	\$119.97
SUNSET LAW ENFORCEMENT LTD, services	\$975.10
THOMPSON DREESSEN & DORNER, services	\$5,582.10
TOSHIBA FINANCIAL, services	\$127.40
TRANS UNION RISK, services	\$25.00
TRUCK CENTER COMPANIES, maint.	\$821.55
TY'S OUTDOOR POWER & SVC, maint.	\$24.84
UNITE PRIVATE NETWORKS, services	\$3,850.00
UNITED HEALTHCARE INSURANCE, services	\$727.53
UNITED PARCEL, services	\$64.52
UNITED RENT-ALL, services	\$296.10
VERIZON WIRELESS, phones	\$355.72
WAL-MART, supplies	\$1,222.76
WICK'S STERLING TRUCKS, maint.	\$298.70
WOODHOUSE LINCLN-MAZDA ,maint.	\$270.03
YANO'S NURSERY, services	\$27,220.00

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Frederick. Councilmember Sheehan reviewed the bills and confirmed 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 STAFF

Director of Administrative Service Pokorny updated Council on the progress of the implementation of the new BS&A software. He stated the training and support is excellent.

B. OFF-STREET PARKING DISTRICT – 84TH STREET REDEVELOPMENT AREA

1. PUBLIC HEARING – APPLICATIONS FOR OWNERSHIP & OPERATION OF OFF-STREET PARKING FACILITIES

At 7:13 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Applications for Ownership & Operation of Off-Street Parking Facilities. No applications were received.

At 7:13 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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2. RESOLUTION - DIRECTING NOTICE & PUBLIC HEARING FOR PROPOSED OFF-STREET PARKING DISTRICT & FACILITIES

Councilmember Sell introduced and moved to adopt Resolution No.16-166; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA REGARDING CITY OFFSTREET PARKING DISTRICT AND FACILITIES; MAKING FINDINGS REGARDING REQUEST FOR PRIVATE PARKING FACILITY APPLICATIONS, AND NEED FOR AND COMMENCEMENT OF PROGRAM FOR CITY PARKING FACILITIES IN THE 84th STREET REDEVELOPMENT AREA; ESTABLISHING BOUNDARIES OF PROPOSED PARKING DISTRICT; AND SPECIFYING PUBLIC HEARING DATE, NOTICE AND ESTIMATED COST OF FACILITIES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, as follows:

1. The Mayor and Council hereby find and determine that notice inviting applications and fixing a date for a public hearing on any applications received for private ownership and operation of off-street parking facilities in the City in the 84th Street Redevelopment Area, has been published as required by Section 19-3311, R.R.S. Neb. 1997; that the public hearing was held; that no applications have been received by the City; and that the City is now authorized under the terms of such section to commence a program for the acquisition and construction of off-street parking facilities and otherwise proceed in the exercise of the powers therein granted.
2. The Mayor and Council hereby find and determine that it is necessary and advisable for the City to encourage redevelopment of the 84th Street Redevelopment Area and eliminate and prevent recurrence of the substandard and blighted area, and that for such purposes it is necessary and advisable for the Mayor and Council to proceed under Sections 19-3301 to 19-3327, R.R.S. Neb. 1997, as amended, (the "Act").
3. The Mayor and Council hereby further find and determine that it is necessary and advisable for the City to commence a program to construct and acquire off-street parking facilities within the City of La Vista, Nebraska in the 84th Street Redevelopment Area, and that for such purpose it is necessary and advisable that boundaries be established for an off-street parking district to be created pursuant to the Act and to be designated as Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska.
4. The boundaries of proposed Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska, shall be as follows:

Those outer boundaries which are the same as the outer boundaries of the Area depicted in Exhibit A, incorporated herein by this reference, and comprised of the following: Lots 1 through 17, Inclusive, La Vista City Centre, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; together with Lot 13, Park View Heights, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; together with Tax Lot 12 and Tax Lot 13 in Section 14, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska together with all right-of-ways abutting said lots. Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska shall include all lots, lands, streets and street right of way located within said Area.

Said boundaries are hereby determined to include all land within the district which might be specially benefited thereby. The costs of off-street parking facilities to be acquired and constructed and the costs of operating and maintaining such facilities are expected to be paid for from general taxes, special property taxes or assessments on property within Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska, and/or general property taxes or other funds, with financing being

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provided by issuance of the City's general obligation bonds, all as provided for in the Act or other applicable statutes and from time to time determined by the Mayor and City Council.

5. 7:00 o'clock P.M. on the 17th day of January, 2017, at City Hall, 8116 Park View Blvd., La Vista, Nebraska, is hereby set as the time and place of a hearing before the Mayor and Council on the creation of said district and of protests and objections to the creation of the district. At said hearing, any protest or objections to the creation of said district as contemplated in this resolution shall be received, heard and considered. The City Clerk is hereby instructed to give notice of such hearing by publication one time each week for not less than three weeks in the *Papillion Times*, a weekly newspaper of general circulation published in the City of La Vista. Such notice to be published pursuant to this resolution shall be in the following form:

NOTICE OF INTENTION TO CREATE VEHICLE OFFSTREET PARKING DISTRICT NO. 2 OF THE CITY OF LA VISTA, NEBRASKA

Public Notice is hereby given that the Mayor and Council of the City of La Vista, Nebraska, have determined that it is advisable and necessary to commence a program to construct and acquire off-street parking facilities within the City of La Vista pursuant to State statutes including the provisions of Sections 19-3301 to 19-3327, R.R.S. Neb 1997, as amended, ("Parking District Statutes") and have by resolution proposed the creation of Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska. The boundaries for said proposed district are as follows:

Those outer boundaries which are the same as the outer boundaries of the Area depicted in Exhibit A, incorporated herein by this reference, and comprised of the following: Lots 1 through 17, inclusive, La Vista City Centre, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; together with Lot 13, Park View Heights, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; together with Tax Lot 12 and Tax Lot 13 in Section 14, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska together with all right-of-ways abutting said lots. Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska shall include all lots, lands, streets and street right of way located within said Area.

Notice is further given that a public hearing will be held at 7:00 o'clock P.M. on January 17, 2017, at City Hall, 8116 Park View Blvd., La Vista, Nebraska, before the Mayor and Council on the creation of said district and of protests and objections to the creation of said district. Not later than such hour for said hearing, the owners or any persons interested in any real estate within said proposed district may severally or with other owners file with the City Clerk written objections to the proposed creation of the district, the extent of the proposed district, or both, and every person so interested shall have a right to protest on any grounds and to object to his real estate being included in said district; at such hearing all objections and protests shall be heard and passed upon by the Mayor and City Council. Notice is further given that if the owners of record title representing more than 50% of the taxable valuation of all the taxable real estate included in said proposed district and who are such owners at the time of the first publication of this notice shall file with the City Clerk within 20 days of the first publication of this notice written objections to the formation of said district, said district shall not be formed. If objections are not filed as above set forth and if the Mayor and Council shall find, after considering any other protests and objections that may be filed and after considering the evidence presented at such hearing, that the public health, welfare, convenience or necessity require the formation of said off-street parking district and the acquisition and construction of off-street parking facilities therein, then such district shall be formed by ordinance.

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The engineer's estimate of the sum of money to be expended pursuant to the Parking District Statutes in the acquisition of property and the construction of initial off-street parking facilities in said district is \$22,655,000. Potential sites for such facilities are owned by the City, having been acquired at an additional approximate cost of \$1,525,482 using proceeds of a bond issue to be repaid from revenues including the additional one-half percent local option sales and use tax approved by City of La Vista voters pursuant to Neb. Rev. Stat. Section 77-27,142.

City Clerk

6. The engineer's estimate of the sum of money proposed to be expended pursuant to the Parking District Statutes for the proposed construction and acquisition of initial off-street parking facilities within said district is \$22,655,000. Potential sites for such facilities are owned by the City, having been acquired at an additional approximate cost of \$1,525,482, using proceeds of a bond issue to be repaid from revenues including the additional one-half percent local option sales and use tax approved by City of La Vista voters pursuant to Neb. Rev. Stat. Section 77-27,142.
7. This resolution shall take effect immediately upon its adoption.

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

3. RESOLUTION - DIRECTING NOTICE & PUBLIC HEARING REGARDING REFERENDUM/LIMITED REFERENDUM RIGHTS FOR PROPOSED OFF-STREET PARKING PROJECT

Councilmember Quick introduced and moved to adopt Resolution No.16-167; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA MAKING CERTAIN FINDINGS AND DIRECTING NOTICE AND PUBLIC HEARING ON A PROPOSED PROJECT FOR ACQUISITION AND CONSTRUCTION BY THE CITY OF OFFSTREET PARKING FACILITIES IN THE 84TH STREET REDEVELOPMENT AREA.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Mayor and Council find and determine that it is necessary and advisable for the Mayor and Council to consider creation of a district and the acquisition and construction by the City of off-street parking facilities in the 84th Street Redevelopment Area, pursuant to Site statutes including Neb. Rev. Stat. Sections 19-3301 to 19-3327, R.R.S. Neb. 1997, as amended, ("Act") to encourage redevelopment of the 84th Street Redevelopment Area and eliminate and prevent recurrence of the substandard and blighted area.
2. The boundaries of said proposed district and off-street parking facilities, numbered and designated Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska, shall be as follows:

Those outer boundaries which are the same as the outer boundaries of the Area depicted in Exhibit A, incorporated herein by this reference, and comprised of the following: Lots 1 through 17, Inclusive, La Vista City Centre, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; together with Lot 13, Park View Heights, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; together with Tax Lot 12 and Tax Lot 13 in Section 14, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska together with all right-of-ways abutting said lots. Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska shall include all lots, lands, streets and street right of way located within said Area.

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Said boundaries include all land within the district which in the opinion of the Mayor and City Council might be specially benefited thereby. The costs of off-street parking facilities to be acquired and constructed and the costs of operating and maintaining such facilities are expected to be paid for from general taxes, special property taxes or assessments on property within Vehicle Offstreet Parking District No. 2 of the City of La Vista, Nebraska, and/or general property taxes or other funds, with financing being provided by issuance of the City's general obligation bonds, all as provided for in the Act or other applicable statutes and from time to time determined by the Mayor and City Council.

3. Nebraska Statutes, Section 18-2528(4), as amended, provide a procedure of notices, public hearing and approval for projects involving the acquisition, construction, installation, improvement or enlargement of public ways, public property or other capital projects which, if followed, exempts all subsequent measures relating to the same project from referendum and limited referendum procedures provided for in Neb. Rev. Stat. Sections 18-2501 to 18-2537; which procedure the Mayor and Council desire to follow and thereby exempt all subsequent measures relating to the acquisition and construction by the City of off-street parking facilities in Vehicle Offstreet Parking District No. 2, of the City of La Vista, Nebraska which project would include, but not be limited to, creation of a parking district and development, acquisition, construction and financing of one or more off-street parking facilities.
4. The Mayor and City Council shall hold a public hearing on the proposed project for said off-street parking facilities at the La Vista City Hall during and as part of its regular City Council meeting on January 17, 2017 commencing at 7:00 p.m. The City Clerk or her designee is hereby authorized and directed to place such hearing on the agenda of said meeting and to publish notice of such hearing in accordance with Neb. Rev. Stat. Section 18-2528(4)(a) and the following form:

"NOTICE OF PUBLIC HEARING

City of La Vista

Notice is hereby given pursuant to Neb. Rev. Stat. Section 18-2528(4)(a) that the Mayor and City Council of the City of La Vista, Nebraska will hold a public hearing during the regularly scheduled City Council meeting on January 17, 2017 commencing at 7:00 p.m. at the La Vista City Hall, 8116 Park View Blvd., for the purpose of hearing support, opposition, criticism, suggestions or observations with respect to the proposed acquisition and construction by the City of off-street parking facilities in the City in the 84th Street Redevelopment Area. Attendance and comments of the public are welcome."

5. The engineer's estimate of the sum of money proposed to be expended pursuant to the Act for the proposed construction and acquisition of such initial off-street parking facilities within said district is \$22,655,000. Potential sites for such facilities are owned by the City, having been acquired at a cost of \$1,525,482 using proceeds of a bond issue to be repaid from revenues including the additional one-half percent local option sales and use tax approved by City of La Vista voters pursuant to Neb. Rev. Stat. Section 77-27,142.
6. This resolution shall take effect immediately upon its adoption.

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

C. OFF-STREET PARKING DISTRICT – VICINITY OF INTERSTATE 80, NORTH OF 120TH STREET AND EAST OF EASTPORT PARKWAY

1. PUBLIC HEARING – APPLICATIONS FOR OWNERSHIP & OPERATION OF OFF-STREET PARKING FACILITIES

At 7:18 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Applications for Ownership & Operation of Off-Street Parking Facilities.

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At 7:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION - DIRECTING NOTICE & PUBLIC HEARING FOR PROPOSED OFF-STREET PARKING DISTRICT & FACILITIES

Councilmember Thomas introduced and moved to adopt Resolution No.16-168: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA REGARDING CITY OFFSTREET PARKING DISTRICT AND FACILITIES; MAKING FINDINGS REGARDING REQUEST FOR PRIVATE PARKING FACILITY APPLICATIONS, AND NEED FOR AND COMMENCEMENT OF PROGRAM FOR CITY PARKING FACILITIES IN THE VICINITY OF INTERSTATE 80, NORTH OF 120TH STREET AND EAST OF EASTPORT PARKWAY; ESTABLISHING BOUNDARIES OF PROPOSED PARKING DISTRICT; AND SPECIFYING PUBLIC HEARING DATE, NOTICE AND ESTIMATED COST OF FACILITIES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA NEBRASKA, as follows:

1. The Mayor and Council hereby find and determine that notice inviting applications and fixing a date for a public hearing on any applications received for private ownership and operation of off-street parking facilities in the vicinity of Interstate 80, north of 120th Street and east of Eastport Parkway, has been published as required by Section 19-3311, R.R.S. Neb. 1997; that the public hearing was held; that no applications have been received by the City; and that the City is now authorized under the terms of such section to commence a program for the acquisition and construction of off-street parking facilities and otherwise proceed in the exercise of the powers therein granted.
2. The Mayor and Council hereby find and determine that it is necessary and advisable for the City to encourage additional development in a portion of the City immediately adjacent to Interstate 80 in order to provide for better services to the City and its inhabitants and to enhance the possibility for additional tax revenues for supporting the costs of public services and that for such purposes it is necessary and advisable for the Mayor and Council to proceed under Sections 19-3301 to 19-3327, R.R.S. Neb. 1997, as amended, (the "Act").
3. The Mayor and Council hereby further find and determine that it is necessary and advisable for the City to commence a program to construct and acquire off-street parking facilities within the City of La Vista, Nebraska in the vicinity of Interstate 80, north of 120th Street and east of Eastport Parkway, and that for such purpose it is necessary and advisable that boundaries be established for an off-street parking district to be created pursuant to the Act and to be designated as Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska.
4. The boundaries of proposed Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska, shall be as follows:

Those outer boundaries which are the same as the outer boundaries of the Area depicted in Exhibit B, incorporated herein by this reference, and comprised of the following: Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska together with Giles Road and Eastport Parkway right-of-ways abutting said tax lots. Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska shall include all lots, lands, streets and street right of way located within said Area, as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

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Said boundaries are hereby determined to include all land within the district which might be specially benefited thereby. The costs of off-street parking facilities to be acquired and constructed and the costs of operating and maintaining such facilities are expected to be paid for from general taxes, special property taxes or assessments on property within Vehicle Offstreet Parking District No. 3 of La Vista, Nebraska, and/or general property taxes or other funds, with financing being provided by issuance of the City's general obligation bonds, all as provided for in the Act and from time to time determined by the Mayor and City Council.

5. 7:00 o'clock P.M. on the 17th day of January, 2017, at City Hall, 8116 Park View Blvd., La Vista, Nebraska, is hereby set as the time and place of a hearing before the Mayor and Council on the creation of said district and of protests and objections to the creation of the district. At said hearing, any protest or objections to the creation of said district as contemplated in this resolution shall be received, heard and considered. The City Clerk is hereby instructed to give notice of such hearing by publication one time each week for not less than three weeks in the *Papillion Times*, a weekly newspaper of general circulation published in the City of La Vista. Such notice to be published pursuant to this resolution shall be in the following form:

NOTICE OF INTENTION TO CREATE VEHICLE OFFSTREET PARKING DISTRICT NO. 3 OF THE CITY OF LA VISTA, NEBRASKA

Public Notice is hereby given that the Mayor and Council of the City of La Vista, Nebraska, have determined that it is advisable and necessary to commence a program to construct and acquire off-street parking facilities within the City of La Vista pursuant to the provisions of Sections 19-3301 to 19-3327, R.R.S. Neb 1997, as amended, and have by resolution proposed the creation of Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska. The boundaries for said proposed district are as follows:

Those outer boundaries which are the same as the outer boundaries of the Area depicted in Exhibit B, incorporated herein by this reference, and comprised of the following: Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska together with Giles Road and Eastport Parkway right-of-ways abutting said tax lots. Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska shall include all lots, lands, streets and street right of way located within said Area, as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

Notice is further given that a public hearing will be held at 7:00 o'clock P.M. on January 17, 2017, at City Hall, 8116 Park View Blvd., La Vista, Nebraska, before the Mayor and Council on the creation of said district and of protests and objections to the creation of said district. Not later than such hour for said hearing, the owners or any persons interested in any real estate within said proposed district may severally or with other owners file with the City Clerk written objections to the thing proposed to be done, the extent of the proposed district, or both, and every person so interested shall have a right to protest on any grounds and to object to his real estate being included in said district; at such hearing all objections and protests shall be heard and passed upon by the Mayor and City Council. Notice is further given that if the owners of record title representing more than 50% of the taxable valuation of all the taxable real estate included in said proposed district and who are such owners at the time of the first publication of this notice shall file with the City Clerk within 20 days of the first publication of this notice written objections to the formation of said district, said district shall not be formed. If

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objections are not filed as above set forth and if the Mayor and Council shall find, after considering any other protests and objections that may be filed and after considering the evidence presented at such hearing, that the public health, welfare, convenience or necessity require the formation of said off-street parking district and the acquisition and construction of off-street parking facilities therein, then such district shall be formed by ordinance.

Notice is further given that the engineer's estimate of the sum of money to be expended in the acquisition of property and the construction of initial off-street parking facilities in said district is \$10,000,000.

City Clerk

6. The engineer's estimate of the sum of money proposed to be expended for the proposed construction and acquisition of initial off-street parking facilities within said district is \$10,000,000.
7. This resolution shall take effect immediately upon its adoption.

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

3. RESOLUTION - DIRECTING NOTICE & PUBLIC HEARING REGARDING REFERENDUM/LIMITED REFERENDUM RIGHTS FOR PROPOSED OFF-STREET PARKING PROJECT

Councilmember Hale introduced and moved to adopt Resolution No.16-169: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA MAKING CERTAIN FINDINGS AND DIRECTING NOTICE AND PUBLIC HEARING ON A PROPOSED PROJECT FOR ACQUISITION AND CONSTRUCTION BY THE CITY OF OFFSTREET PARKING FACILITIES IN THE VICINITY OF INTERSTATE 80, NORTH OF 120TH STREET AND EAST OF EASTPORT PARKWAY.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Mayor and Council find and determine that it is necessary and advisable for the Mayor and Council to consider the creation of a district and acquisition and construction by the City of off-street parking facilities within the City in the vicinity of Interstate 80, north of 120th Street and east of Eastport Parkway, pursuant to Neb. Rev. Stat. Sections 19-3301 to 19-3327, R.R.S. Neb. 1997, as amended, ("Act") to encourage additional development in a portion of the City immediately adjacent to Interstate 80 in order to provide for better services to the City and its inhabitants and to enhance the possibility for additional tax revenues for supporting the costs of public services.
2. The boundaries of said proposed district and off-street parking facilities, numbered and designated Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska, shall be as follows:

Those outer boundaries which are the same as the outer boundaries of the Area depicted in Exhibit B, incorporated herein by this reference, and comprised of the following: Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and parts of Tax Lots 2B1 and 3 lying South and East of railroad right-of-way, all located in Section 17, Township 14 North, Range 12 East, of the 6th P. M. in Sarpy County, Nebraska together with Giles Road and Eastport Parkway right-of-ways abutting said tax lots. Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska shall include all lots, lands, streets and street right of way located within said Area, as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

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Said boundaries include all land within the district which in the opinion of the Mayor and City Council might be specially benefited thereby. The costs of off-street parking facilities to be acquired and constructed and the costs of operating and maintaining such facilities are expected to be paid for from general taxes, special property taxes or assessments on property within Vehicle Offstreet Parking District No. 3 of the City of La Vista, Nebraska, and/or general property taxes or other funds, with financing being provided by issuance of the City's general obligation bonds, all as provided for in the Act and from time to time determined by the Mayor and City Council.

3. Nebraska Statutes, Section 18-2528(4), as amended, provide a procedure of notices, public hearing and approval for projects involving the acquisition, construction, installation, improvement or enlargement of public ways, public property or other capital projects which, if followed, exempts all subsequent measures relating to the same project from referendum and limited referendum procedures provided for in Neb. Rev. Stat. Sections 18-2501 to 18-2537; which procedure the Mayor and Council desire to follow and thereby exempt all subsequent measures relating to the acquisition and construction by the City of off-street parking facilities within the City in the vicinity of Interstate 80, north of 120th Street and east of Eastport Parkway, which project would include, but not be limited to, creation of a parking district and development, acquisition, construction and financing of one or more off-street parking facilities.
4. The Mayor and City Council shall hold a public hearing on the proposed project for said off-street parking facilities at the La Vista City Hall during and as part of its regular City Council meeting on January 17, 2017 commencing at 7:00 p.m. The City Clerk or her designee is hereby authorized and directed to place such hearing on the agenda of said meeting and to publish notice of such hearing in accordance with Neb. Rev. Stat. Section 18-2528(4)(a) and the following form:

"NOTICE OF PUBLIC HEARING

City of La Vista

Notice is hereby given pursuant to Neb. Rev. Stat. Section 18-2528(4)(a) that the Mayor and City Council of the City of La Vista, Nebraska will hold a public hearing during the regularly scheduled City Council meeting on January 17, 2017 commencing at 7:00 p.m. at the La Vista City Hall, 8116 Park View Blvd., for the purpose of hearing support, opposition, criticism, suggestions or observations with respect to the proposed acquisition and construction by the City of off-street parking facilities within the City in the vicinity of Interstate 80, north of 120th Street and east of Eastport Parkway. Attendance and comments of the public are welcome."

5. The engineer's estimate of the sum of money proposed to be expended for the proposed construction and acquisition of initial off-street parking facilities within said district is \$10,000,000.
6. This resolution shall take effect immediately upon its adoption.

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

D. RESOLUTION – AUTHORIZE AGREEMENT – ARCHITECTURAL SERVICES – POSSIBLE PUBLIC OFF-STREET PARKING FACILITIES – 84TH STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT

Councilmember Hale introduced and moved to adopt Resolution No.16-170: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP INC. FOR ARCHITECTURAL SERVICES IN PREPARATION FOR POSSIBLE PUBLIC OFFSTREET PARKING FACILITIES AND RELATED PUBLIC INTRASTRUCTURE IN THE 84TH STREET PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT.

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WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY17 and FY18 Capital Improvement Program budgets include funding for the proposed project; and

WHEREAS, the agreement has a not-to-exceed cost of \$75,000 for the schematic design phase;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with DLR Group, Inc. for Architectural Services in preparation for possible public offstreet parking facilities and related public infrastructure in the 84th Street public improvement redevelopment project in form and content on file with the City Clerk, subject to any changes the City Administrator or City Engineer determines 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. RESOLUTION – AUTHORIZE AGREEMENT - ENGINEERING SERVICES – POSSIBLE PUBLIC INFRASTRUCTURE – VICINITY OF GILES RD & EASTPORT PKWY

Councilmember Sell introduced and moved to adopt Resolution No.16-171: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LAMP RYNEARSON AND ASSOCIATES, INC. FOR ENGINEERING SERVICES IN PREPARATION FOR POSSIBLE PUBLIC STREETS, PARKING AND OTHER PUBLIC INFRASTRUCTURE IN THE VICINITY OF GILES ROAD AND EASTPORT PARKWAY IN AN AMOUNT NOT TO EXCEED \$621,933.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY17 Capital Improvement Program budget includes funding for the proposed project; and

WHEREAS, the agreement has a not-to-exceed cost of \$621,933 for the scope of services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with Lamp Ryneerson and Associates, Inc. for Engineering Services in preparation for possible public streets, parking and other public infrastructure in the vicinity of Giles Road and Eastport Parkway in form and content on file with the City Clerk, subject to any changes the City Administrator or City Engineer determines necessary or advisable and in an amount not to exceed \$621,933.

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

F. RESOLUTION –APPROVE PURCHASE – IN-CAR CAMERA SYSTEMS

Councilmember Hale introduced and moved to adopt Resolution No.16-172: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDED A CONTRACT TO DIGITAL ALLY, LENEXA, KS FOR THE PURCHASE OF TWO (2) IN-CAR CAMERA SYSTEMS, IN AN AMOUNT NOT TO EXCEED \$8,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of new In-Car Camera systems is necessary, and

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WHEREAS, the FY 2017 General Fund budget does include funds for the purchase of two (2) said Cameras, and

WHEREAS, Digital Ally is the sole source for these cameras and

WHEREAS, Digital Ally cameras are currently in use in the Police Fleet, and

WHEREAS, the department has been awarded a mini-grant from the Nebraska Office of Highway safety in the amount of \$5,992.50, which will be reimbursed upon receipt of the cameras, 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 two (2) Digital Ally In-Car Camera systems from Digital Ally, Lenexa, KS, in an amount not to exceed \$8,000.

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

G. RESOLUTION – AUTHORIZE PURCHASE – OFFICE FURNITURE

Councilmember Sell introduced and moved to adopt Resolution No.16-173: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FOR THE NEW COMMUNITY DEVELOPMENT OFFICE FROM AOI, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$24,902.56.

WHEREAS, the Mayor and City Council have determined it is necessary to purchase office furniture for the new Community Development Office; and

WHEREAS, the FY 17 Community Development budget provides funding for the proposed purchase; and

WHEREAS, AOI can provide the furniture to match furniture purchased previously which is being moved to the new Community Development office; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the purchase of office furniture for the new Community Development office from AOI, Omaha, Nebraska in an amount not to exceed \$24,902.56.

Seconded by Councilmember Hale. Mayor Kindig asked when the completion date is expected. Community Development Director Birch advised mid-February 2017. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

H. RESOLUTION – AUTHORIZE PURCHASE – COMPUTER EQUIPMENT

Councilmember Quick introduced and moved to adopt Resolution No.16-174: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF NINE (9) CANON IMAGE OFFICE SCANNERS FOR VARIOUS CITY DEPARTMENTS FROM INSIGHT PUBLIC SECTOR SLED, TEMPE ARIZONA IN AN AMOUNT NOT TO EXCEED \$6,175.44.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of technology related items is necessary; and

WHEREAS, the FY 17 Computer Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of nine (9) Canon Image office scanners for various city departments from Insight Public Sector Sled, Tempe Arizona in an amount not to exceed \$6,175.44.

Seconded by Councilmember Hale. Councilmember Hale asked if this system interacts with the copy machines. Director of Administrative Services Pokorny advised this equipment is better for the workflow versus going to the copy machine for each scan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

I. RESOLUTION – COUNCIL POLICY STATEMENT – OVERHIRE POSITIONS

Councilmember Hale introduced and moved to adopt Resolution No.16-175: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled "Overhire Positions" has been established.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement entitled "Overhire Positions" and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Seconded by Councilmember Thomas. Councilmember Sheehan asked if we already have this. Police Chief Lausten advised that in 1997 there was a solo resolution for that time. This will address this going forward. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

J. STRATEGIC PLAN UPDATE

City Administrator Gunn gave various updates on the Strategic Plan. Specifically, she addressed substandard and blight areas, internal infrastructure updates, the scheduling of a retreat in February or March, and to finalize the comprehensive plan.

Councilmember Quick made a motion to receive and file the Strategic Plan Update. Seconded by Councilmember Hale. 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 K 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.

K. EXECUTIVE SESSION – STRATEGY SESSION - POTENTIAL REAL ESTATE ACQUISITION

At 7:32 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for a strategy session on potential real estate acquisition. Seconded by Councilmember Hale. Councilmembers voting aye:

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Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:47 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

Councilmember Frederick stated the Mayor's Youth Council have participated in many events including volunteering at the Chili Feed, Cops and Kids Shopping and Santa's Workshop. The group will also be participating in Leadership Training. Councilmember Frederick also stated the reading of *The Night Before Christmas* at Santa's workshop was well received and he wanted to pass along his thanks to all who put Santa's workshop together.

Mayor Kindig advised that over 1600 people went through Santa's Workshop this year.

Councilmember Quick thanked the Mayor and Council for sending her to the NLC Conference in Pittsburg.

At 7:51 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY, 2017

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pameia A. Buethe, CMC
City Clerk

City of La Vista
Park & Recreation Advisory Committee Minutes
November 16, 2016

A-3

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on November 16, 2016. Present from the Recreation Department was Director Scott Stopak, Assistant Director David Karlson, Program Coordinator Ryan South, and Denny Dinan. Public Works Parks Supt. Brian Lukaszewicz also attended. Advisory Board Members present were Chairperson Pat Lodes, Members Greg Johnson, Joe Juarez and Jeff Kupfer. Absent was Member Gene Svensen.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on November 9, 2016. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated, in advance notice, to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

CALL TO ORDER

Director Stopak called the meeting to order.

Stopak led the audience in the Pledge of Allegiance.

Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

A. CONSENT AGENDA

1. Director Stopak asked for a motion to approve the Minutes and Program Information from the October 19, 2016 meeting. Motion made by Chairperson Lodes. Seconded by Member Johnson. All Aye. Motion carried.

2. REPORTS FROM RECREATION DIRECTOR AND STAFF

Assistant Director David Karlson reported on special programs, events and the Senior Center.

Special Events/Programs

- Preschool Playtime met 9 times in October, with 188 preschoolers and 119 adults attending. This was an average of 21 preschoolers and 13 adult attending each session.
- Ms. Jen from the Library hosted her monthly Preschool Story-time and Sing Along on the first Thursday of the month and had 16 preschoolers and 9 parents attend.
- Our Preschool Playtime hosted its first Halloween Costume Day, the event was a great success with over 42 kids attending our playdate in costume. At the end of the event, we lead the kids on a costume parade where they were able to get treats along the way from our Recreation Department staff. The parade took them outside to the grassy area at the end of the parking lot where the kids were able to participate our first "Halloween Egg Hunt".
- The La Vista Library and Recreation Departments Discover Home School program hosted a Discover Art program which had 50 kids grades K-4 and 19 adults participate in learning how to draw using artist Ed Emberley style of teaching. Emberley is best known for his children's book work, particularly instructional drawing books. Emberley believes that everyone can learn to draw. His drawing books for children feature clear step-by-step instructions employing numbers, letters, and shapes.
- The La Vista Library and Recreation Department also hosted the annual Halloween Storybook Walk. The event had 132 kids, 6 teens with 95 adults attending.

- The Tween Adventure Series held a Frogwarts School of Wand-Making class. 14 young wizards made their own wands to cast spells with.
- Halloween Safe Night drew a crowd of over 1,200 people. This years event had 40 businesses participate in handing out candy in the gym. The trick or treaters were also able to enjoy free hot dogs from the Fire Department and a hayrack ride provied by Public Works.

Senior Center

- Throughout the month, for a small donation, Seniors are able to enjoy a wonderful lunch catered by Valley Food Services on Monday, Wednesday and Friday. They also play Bingo on Mondays and Fridays, Coloring Book Club on Monday morning, Chair Volleyball on Wednesdays and Fridays, participate in Tai Chi on Tuesday's and Thursday's, and play Pinochle on the first and last Wednesdays of the month. Seniors may also join in on the Quilting and Sewing group on Wednesdays from 9am-11am. On the 2nd Wednesday of each month, the Sarpy/Cass Department of Health & Wellness Senior CARE Clinic is at the Center, providing foot care and other miscellaneous health care to seniors for a minimal fee.
- On Wednesday October 5th Mayor Doug Kindig hosted a Potluck lunch for the Seniors. During the lunch, the Mayor gave a presentation on the City Centre development, the Nebraska Multi-Sport Complex and the opening of our new Costco. Following lunch, Merrymakers performer Joe Taylor performed hits from the 40's and 50's to a group of over 35 seniors.
- October 19th twelve seniors went on a trip to the movies to see "Ghostbusters II".

Other Events

- Karlson reported on the holiday events coming up. *Santa's Sleigh Ride 2016* is on Sunday, November 27th beginning at 3pm. The route will be west of 84th Street from 3pm-5pm, and east of 84th Street from 5pm-7pm.
- The 2016 Tree Lighting Celebration & Soup Supper is on Monday, November 28th beginning at 5:45pm out by the tree, and continue with the soup supper and entertainment inside the Community Center. Santa will visit with children at his new workshop from 6:30pm-7:30pm. The new Santa's Workshop will be located at a new location this year-the La Vista Fall Clubhouse. They can visit with Santa, decorate cookies, enjoy hot chocolate and explore the workshop. The workshop will be open on December 3rd, 8th, 10th, 15th & the 17th.

Program Coordinator Ryan South reported on Youth and Adult Sports programs and special sports events.

- Youth Volleyball for boys and girls grades 3rd - 6th had their first games on November 5th. They are really enjoying the BJSA volleyball league so far.
- Women's Fall Volleyball is in week 6 of a 12-week season.
- Youth Basketball League for grades 3rd - 8th registration is still open. Registration will run through November 19th. We will once again be participating in the PRO Basketball League this season. Practices will begin in late December with games starting early January.
- Youth Basketball Clinic for grades 1st & 2nd registration is open. We will take registrations for the clinic until December 31st. The clinic will run for 5 weeks on Saturday morning's beginning on January 10th.
- South reported on the recent three-day event *Socctoberfest* held at the La Vista Sports Complex on October 28-30th. There were 142 teams which was an increase of 42 from last year. Over 700 hotel rooms were booked in Sarpy County alone, with another 200 in Omaha as well. The total revenue was \$5,580 which was up \$1,660 from the previous year. South thanked the Public Works and Police Department staff for all their assistance to ensure the tournament went off without any problems.

Public Works Supt. Brian Lukasiewicz gave an update on work that has been done this fall.

- Public Works staff has redesigned Santa's Sleigh for the *Santa's Sleigh Ride* event on November 27th.
- Parks staff have completed the decoration of the trees at Flag Pole Park on Park View Blvd. recently and assisted with decorating the grounds of the Library and City Hall/Community Center.
- At Central Park East, a chain link fence is being extended by the sand volleyball courts to prevent balls from going into the creek.

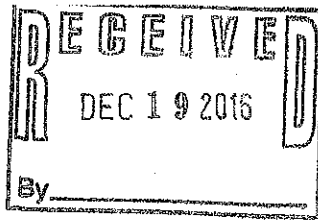
COMMENTS FROM THE FLOOR

None.

COMMENTS FROM COMMITTEE MEMBERS

None.

Chairperson Lodes motioned for adjournment. Seconded by Member Juarez. All ayes. Motion carried. Adjourned at 7:30 p.m.



TD² File No. 171-416.11
December 15, 2016

A-4

PAYMENT RECOMMENDATION NO. 1 ON CONTRACT FOR 72ND STREET & THOMPSON CREEK CULVERT REHABILITATION

Owner: The City of LaVista, Nebraska
8116 Park View Blvd.
LaVista, NE 68128

Contractor: Ace Pipe Cleaning, Inc.
6601 Universal Avenue
Kansas City, MO 64120

ORIGINAL CONTRACT AMOUNT: \$173,225.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION: NONE

Item	Description	Approx. Quantities	Unit Price	Amount
LUMP SUM BASE BID				
		0.90 LS	\$168,275.00	\$151,447.50
UNIT PRICE #1: Pressure Grout Between the Existing Culvert and Backfill.				
		5 CY	\$ 295.00	\$ 1,475.00
UNIT PRICE #2: Cut & Repair Observation/Grouting Access Hole.				
		4 EA	\$ 500.00	\$ 2,000.00
TOTAL				\$154,447.50
LESS 10% RETAINED				\$ 15,492.25
AMOUNT DUE CONTRACTOR				\$139,430.25

We recommend that payment in the amount of \$139,430.25 be made to Ace Pipe Cleaning, Inc.

Respectfully submitted,

Gary A. Norton, P.E.
THOMPSON, DREESSEN & DORNER, INC.

GAN/tjp

cc: Ace Pipe Cleaning, Inc.

O.K. to pay
BANK 12-22-2016
05.71.0925.03

Consent Agenda 11/3/17 (pb)

A-5

Invoice



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

December 21, 2016
Invoice No: 268078

Invoice Total \$2,617.08

John Kottmann
City Engineer/Assistant Public Works Director
City of La Vista NE
8116 Park View Blvd
La Vista, NE 68128-2198

OA Project No. A16-0546 City of LaVista 84th Street Redevelopment Site Preparation
Professional services rendered November 6, 2016 through December 3, 2016 for work completed in accordance with agreement dated June 21, 2016.

Phase 100 Survey Verification

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
		Total this Phase		0.00 ✓

Phase 110 Survey (Post Construction Verification)

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			10,000.00	
Balance Remaining			10,000.00	
		Total this Phase		0.00 ✓

Phase 200 Utility & Tennant Coordination

Labor

	Hours	Rate	Amount
Principal Egelhoff, Anthony	.25	157.00	39.25 ✓

Project Professional				
Jelinek, Brian	.50	121.00	60.50	
Totals	.75		99.75	
Total Labor				99.75 ✓

Billing Limits	Current	Prior	To-Date	
Total Billings	99.75	11,021.25	11,121.00	
Limit			15,000.00	
Balance Remaining			3,879.00	
Total this Phase				\$99.75 ✓

Phase 210 Preliminary Construction Documents

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	13,168.25	13,168.25	
Limit			15,000.00	
Balance Remaining			1,831.75	
Total this Phase				0.00 ✓

Phase 220 Final Construction Documents

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	25,333.75	25,333.75	
Limit			30,000.00	
Balance Remaining			4,666.25	
Total this Phase				0.00 ✓

Phase 300 Project Management

Labor

	Hours	Rate	Amount	
Principal				
Egelhoff, Anthony	5.75	157.00	902.75	
Galley, Eric	4.50	121.00	544.50	
Assistant Professional				
Niewohner, Philip	.50	88.00	44.00	
Totals	10.75		1,491.25	
Total Labor				1,491.25

Project	A16-0546	LaVista 84th St Site Preparation	Invoice	268078
---------	----------	----------------------------------	---------	--------

Billing Limits	Current	Prior	To-Date	
Total Billings	1,491.25	18,824.75	20,316.00	
Limit			20,000.00	
Over Limit Adjustment				-316.00
		Total this Phase		\$1,175.25 ✓

Phase 400 On-Site Construction Administration

Labor

	Hours	Rate	Amount	
Construction Services Senior Manager	2.00	150.00	300.00	
Associate Construction Manager	4.25	96.00	408.00	
Construction Services Senior Technician	1.00	70.00	70.00	
Administrative	.50	54.00	27.00	
Totals	7.75		805.00	
Total Labor				805.00 ✓

Billing Limits	Current	Prior	To-Date	
Total Billings	805.00	0.00	805.00	
Limit			10,000.00	
Balance Remaining			9,195.00	
		Total this Phase		\$805.00

Phase 410 SWPPP Inspections

Labor

	Hours	Rate	Amount	
Associate Engineer	4.00	125.00	500.00	
Totals	4.00		500.00	
Total Labor				500.00 ✓

Billing Limits	Current	Prior	To-Date	
Total Billings	500.00	195.00	695.00	
Limit			8,000.00	
Balance Remaining			7,305.00	
		Total this Phase		\$500.00 ✓

Phase 420 On-Site Construction Observation

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			15,000.00	
Balance Remaining			15,000.00	
Total this Phase				0.00 ✓

Phase 430 Special Inspections / Testing

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	230.00	230.00	
Limit			42,000.00	
Balance Remaining			41,770.00	
Total this Phase				0.00 ✓

Phase 900 Expenses

Reimbursable Expenses

Personal Vehicle Mileage	14.58	
Total Reimbursables	14.58	14.58

Unit Billing

Field Vehicle	30.0 Miles @ 0.75	22.50	
Total Units		22.50	22.50

Billing Limits	Current	Prior	To-Date	
Total Billings	37.08	2,511.63	2,548.71	
Limit			10,000.00	
Balance Remaining			7,451.29	
Total this Phase				\$37.08 ✓

AMOUNT DUE THIS INVOICE \$2,617.08 ✓

Authorized By: Eric Galley

O.K. to pay ↑
PNK 12-29-2016
CD-17-007
05.71.0908.02

Consent Agenda 1/3/17 (signature)

ACCOUNTS PAYABLE CHECK REGISTER

A-6

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1 BK NE CKG MAIN (600-873)						
122982	12/21/2016	532 SARPY COUNTY ECONOMIC DEV.CORP	7,500.00			
122983	12/21/2016	147 CHRIS MADDEN	1,333.50			
122984	1/03/2017	762 ACTION BATTERIES UNLTD INC	83.33			
122985	1/03/2017	4061 AED ZONE	1,694.00			
122986	1/03/2017	3344 AIM	4,085.32			
122987	1/03/2017	2723 AKSARBEN GARAGE DOOR SVCS INC	950.00			
122988	1/03/2017	2661 AMERICAN LIBRARY ASSOCIATION	152.00			
122989	1/03/2017	55 BADGER BODY	444.00			
122990	1/03/2017	3058 BAXTER CHRYSLER DODGE JEEP RAM	556.04			
122991	1/03/2017	929 BEACON BUILDING SERVICES	5,812.00			
122992	1/03/2017	283 BEST BOOKS INC	824.77			
122993	1/03/2017	522 BIBLIOTHECA LLC	4,351.20			
122994	1/03/2017	249 BKD LLP	2,200.00			
122995	1/03/2017	196 BLACK HILLS ENERGY	23.13			
122996	1/03/2017	515 CANFIELD'S SPORTING GOODS	461.40			
122997	1/03/2017	1294 CAPSTONE PRESS INC	1,487.25			
122998	1/03/2017	2285 CENTER POINT PUBLISHING	302.58			
122999	1/03/2017	219 CENTURY LINK	.00	**CLEARED**	**VOIDED**	
123000	1/03/2017	219 CENTURY LINK	264.11			
123001	1/03/2017	152 CITY OF OMAHA	171,046.66			
123002	1/03/2017	301 CITY OF PAPIILLION	.00	**CLEARED**	**VOIDED**	
123003	1/03/2017	301 CITY OF PAPIILLION	6,591.38			
123004	1/03/2017	836 CORNHUSKER INTL TRUCKS INC	57.28			
123005	1/03/2017	77 DIAMOND VOGEL PAINTS	165.45			
123006	1/03/2017	509 DOLAN CONSULTING GROUP LLC	1,950.00			
123007	1/03/2017	2149 DOUGLAS COUNTY SHERIFF'S OFC	2,150.00			
123008	1/03/2017	3084 EBSCO INFORMATION SERVICES	3,290.00			
123009	1/03/2017	3334 EDGEWEAR SCREEN PRINTING	1,150.00			
123010	1/03/2017	575 ELKHORN FENCE LLC	1,814.00			
123011	1/03/2017	4663 EN POINTE TECHNOLOGIES SALES	1,094.25			
123012	1/03/2017	3835 EXCEL PHYSICAL THERAPY	50.00			
123013	1/03/2017	1201 FERRELLGAS	12.00			
123014	1/03/2017	4366 FIRST NATIONAL BANK OF OMAHA	202.50			
123015	1/03/2017	3136 FIRST WIRELESS INC	786.00			
123016	1/03/2017	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
123017	1/03/2017	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
123018	1/03/2017	3415 FOCUS PRINTING	.00	**CLEARED**	**VOIDED**	
123019	1/03/2017	3415 FOCUS PRINTING	10,148.54			
123020	1/03/2017	3984 G I CLEANER & TAILORS	231.25			
123021	1/03/2017	1344 GALE	101.21			
123022	1/03/2017	1161 GALLS LLC	.00	**CLEARED**	**VOIDED**	
123023	1/03/2017	1161 GALLS LLC	1,090.54			
123024	1/03/2017	3656 GENERAL FIRE & SAFETY EQUIP CO	67.45			
123025	1/03/2017	4487 GIBSON, JOHN	125.00			
123026	1/03/2017	252 JENNIFER GOSS	21.93			
123027	1/03/2017	285 GRAYBAR ELECTRIC COMPANY INC	1,347.86			
123028	1/03/2017	630 HOCKENBERGS	149.18			
123029	1/03/2017	21 HUMANITIES NEBRASKA	75.00			
123030	1/03/2017	2323 INGRAM LIBRARY SERVICES	1,633.68			
123031	1/03/2017	3050 INSIGHT PUBLIC SECTOR	144.89			
123032	1/03/2017	512 J H STUCKEY DISTRIBUTING	300.00			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
123033	1/03/2017	1054 MARK A KLINKER	200.00			
123034	1/03/2017	2394 KRIHA FLUID POWER CO INC	223.14			
123035	1/03/2017	2057 LA VISTA COMMUNITY FOUNDATION	90.00			
123036	1/03/2017	4425 LANDPORT SYSTEMS INC	125.00			
123037	1/03/2017	381 LANDS' END BUSINESS OUTFITTERS	9.97			
123038	1/03/2017	4784 LIBRARY IDEAS LLC	3.50			
123039	1/03/2017	877 MATHESON TRI-GAS INC	178.84			
123040	1/03/2017	346 MAX I WALKER UNIFORM RENTAL	586.72			
123041	1/03/2017	4943 MENARDS-RALSTON	38.97			
123042	1/03/2017	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
123043	1/03/2017	553 METROPOLITAN UTILITIES DIST.	2,014.38			
123044	1/03/2017	398 MID-AMERICAN BENEFITS INC	1,297.00			
123045	1/03/2017	1526 MIDLANDS LIGHTING & ELECTRIC	135.00			
123046	1/03/2017	2299 MIDWEST TAPE	146.46			
123047	1/03/2017	4085 MNJ TECHNOLOGIES DIRECT INC	780.00			
123048	1/03/2017	830 MOBOTREX MOBILITY & TRAFFIC	2,415.00			
123049	1/03/2017	539 NBDC-NEBR BUSN DEVELOPMENT CTR	19,975.00			
123050	1/03/2017	590 NE DEPT OF ROADS	609.88			
123051	1/03/2017	808 NEWMAN TRAFFIC SIGNS INC	.00	**CLEARED**	**VOIDED**	
123052	1/03/2017	808 NEWMAN TRAFFIC SIGNS INC	2,035.00			
123053	1/03/2017	179 NUTS AND BOLTS INCORPORATED	217.28			
123054	1/03/2017	1808 OCLC INC	129.42			
123055	1/03/2017	1014 OFFICE DEPOT INC	383.27			
123056	1/03/2017	79 OMAHA COMPOUND COMPANY	18.00			
123057	1/03/2017	4713 OMAHA PNEUMATIC EQUIPMENT CO	184.95			
123058	1/03/2017	109 OMNIGRAPHICS INC	327.40			
123059	1/03/2017	4654 PAYFLEX SYSTEMS USA INC	251.55			
123060	1/03/2017	3139 RECORDED BOOKS, LLC	798.61			
123061	1/03/2017	3090 REGAL AWARDS OF DISTINCTION	63.00			
123062	1/03/2017	3774 RETRIEVEX	125.61			
123063	1/03/2017	1770 RUFFNER, JAMES	142.00			
123064	1/03/2017	4228 RUNZA RESTAURANT	1,125.00			
123065	1/03/2017	2240 SARPY COUNTY COURTHOUSE	3,976.44			
123066	1/03/2017	186 SARPY COUNTY ELECTION COMMSNR	3,390.92			
123067	1/03/2017	150 SARPY COUNTY TREASURER	44,969.75			
123068	1/03/2017	4836 SEFFRON, RANDY	142.00			
123069	1/03/2017	4733 SESAC LLC	397.00			
123070	1/03/2017	2272 SMALL, BRADY	142.00			
123071	1/03/2017	3838 SPRINT	119.97			
123072	1/03/2017	3069 STATE STEEL OF OMAHA	365.10			
123073	1/03/2017	47 SUBURBAN NEWSPAPERS INC	43.00			
123074	1/03/2017	264 TED'S MOWER SALES & SERVICE	849.70			
123075	1/03/2017	4869 TRANS UNION RISK AND	25.00			
123076	1/03/2017	265 TRILLIUM CNG (1700)	14.27			
123077	1/03/2017	2426 UNITED PARCEL SERVICE	23.78			
123078	1/03/2017	809 VERIZON WIRELESS	128.79			
123079	1/03/2017	809 VERIZON WIRELESS	195.14			
123080	1/03/2017	766 VIERREGGER ELECTRIC COMPANY	1,379.83			
123081	1/03/2017	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
123082	1/03/2017	1174 WAL-MART COMMUNITY BRC	1,033.09			
123083	1/03/2017	968 WICK'S STERLING TRUCKS INC	761.28			
123084	1/03/2017	1475 WOODHAVEN COUNSELING ASSOCS	340.00			
1261634	12/21/2016	394 ELAN FINANCIAL SERVICES	10.74	**CLEARED**	**VOIDED**	**E-PAY**

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1261693	12/30/2016	2694 BLUE CROSS BLUE SHIELD OF NEBR	92,091.38			**E-PAY**
1261694	12/30/2016	2694 BLUE CROSS BLUE SHIELD OF NEBR	514.76			**E-PAY**
1261695	12/21/2016	4945 ENTERPRISE FM TRUST	580.01			**E-PAY**
1261696	12/21/2016	5026 LEAF CAPITAL FUNDING LLC	700.00			**E-PAY**
1261697	12/30/2016	519 MANPOWER	701.39			**E-PAY**
1261698	12/30/2016	519 MANPOWER	910.57			**E-PAY**
1261699	12/21/2016	3105 MARCO INCORPORATED	205.23			**E-PAY**
1261700	12/21/2016	3105 MARCO INCORPORATED	159.00			**E-PAY**
1261701	12/21/2016	5027 NE DEPT OF REVENUE-SALES TAX	1,062.13			**E-PAY**
1261702	12/30/2016	5029 PITNEY BOWES-EFT POSTAGE	1,406.00	**CLEARED**	**VOIDED**	**E-PAY**
1261703	12/30/2016	178 STANDARD INSURANCE COMPANY	5,587.66			**E-PAY**
1261704	12/30/2016	541 SUN LIFE FINANCIAL	472.33			**E-PAY**
1261705	12/21/2016	450 TOSHIBA FINANCIAL SERVICES	127.40			**E-PAY**
1261706	12/30/2016	180 UNITED HEALTHCARE INSURANCE CO	713.01			**E-PAY**
1261707	12/30/2016	5029 PITNEY BOWES-EFT POSTAGE	1,406.00			**E-PAY**
BANK TOTAL			436,478.56			
OUTSTANDING			436,478.56			
CLEARED			1,416.74			
VOIDED			1,416.74			

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	222,320.39	222,320.39	.00	1,267.93
02 SEWER FUND	188,537.84	188,537.84	.00	121.84
05 CONSTRUCTION	2,440.35	2,440.35	.00	.00
08 LOTTERY FUND	22,346.30	22,346.30	.00	26.97
09 GOLF COURSE FUND	683.53	683.53	.00	.00
15 OFF-STREET PARKING	150.15	150.15	.00	.00
REPORT TOTAL		436,478.56		
OUTSTANDING		436,478.56		
CLEARED		1,416.74		
VOIDED		1,416.74		

APPROVED BY COUNCIL MEMBERS 01/03/17

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

Cover Letter (S193)	
Check Date :	12/30/2016-1
Period Range :	12/11/2016 TO 12/24/2016
Week Number :	Week #53

IMPORTANT TAX INFORMATION

Please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of employment taxes for your employees, even if you have authorized a third party to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

Payroll Totals:

Checks

Total Regular Checks	1	1461.63	
Total Direct Deposits	163	188286.60	
Total Manual Checks	98	-709.00	
Total 3rd Party Checks	0	0.00	
Total Void Checks	0	0.00	
Total COBRA Checks	0	0.00	
Total Net Payroll			99 Items 189039.23

Total Billing Impound		1374.85	
Total Agency Checks	0	0.00	
Total Agency Checks DD	10	38372.61	
Total Agency Checks Void	0	0.00	
Total Tax Deposit Checks			Tax deposit to be made by Payroll Maxx LLC

Sum of Checks 228786.69

Total of Checks Printed 11 Items

Total Tax Liability	85155.95
Total Workers Comp Liability	0.00

Total Payroll Liability 313942.64

Total Direct Deposits 226659.21

Total Debited From Account 314651.64

NEXT PERIOD DATES

Check Date: 01/13/2017 Week 2
 Period Begin: 12/25/2016
 Period End: 01/07/2017
 Call In Date: 01/10/2017 Week 2

Payroll rep: Britten MaryKay

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 3, 2017 AGENDA**

Subject:	Type:	Submitted By:
FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT – FIRE AND EMS SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an amendment to the Interlocal Cooperation Agreement with the City of Papillion and the Papillion Rural Fire Protection District related to Fire and EMS Services.

FISCAL IMPACT

Impact to the Mutual Finance Organization (MFO) funding will be minimal. The proposed changes will provide greater flexibility for the Fiscal Agent’s management of the MFO funds.

RECOMMENDATION

Approval

BACKGROUND

In August 2013, the City of Papillion, City of La Vista, and Papillion Rural Fire Protection District (the “Participants”) approved an Interlocal Cooperation Agreement (“Fire Interlocal Agreement”), which was effective on October 1, 2013, to create a single fire department and emergency medical service for the entire geographic area encompassed within the Participants’ respective boundaries. As part of that Fire Interlocal Agreement, the Participants created the Papillion Fire Protection Mutual Finance Organization (“MFO”), a separate administrative entity, naming the Papillion Finance Director as the MFO Fiscal Agent to coordinate all financial matters contemplated by the Participants.

As a matter of convenience and flexibility in the joint funding of the single Fire Department operations through the MFO, a modification to the fourth paragraph of Paragraph 4.b of Section D. Finances, of the Fire Interlocal Agreement, having to do with reimbursement payments to the individual Participants following the Fiscal Agent’s “true-up” calculation of actual receipts and disbursements as compared to budget for the prior fiscal year is being recommended. Under the proposed amendment, true-up funds would remain in the restricted MFO account and would be available to satisfy any shortages in true-up calculations in subsequent years or to be used during the budget process, thereby reducing the necessary contributions of the Participants for that budgetary year.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF PAPIILLION AND THE PAPIILLION RURAL FIRE PROTECTION DISTRICT RELATED TO FIRE AND EMS SERVICES.

WHEREAS, the City of Papillion ("Papillion"), the City of La Vista ("La Vista"), and the Papillion Rural Fire Protection District ("District"), all of Sarpy County, Nebraska (collectively, the "Participants"), entered into an Interlocal Cooperation Agreement, effective on October 1, 2013, to set forth the rights and responsibilities of the Participants in creating a single fire department and emergency medical service ("EMS") for the entire geographic area encompassed within their respective boundaries as said boundaries might be adjusted from time to time, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq. (the "Fire Interlocal Agreement"); and

WHEREAS, as part of such Fire Interlocal Agreement, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization ("MFO"), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et seq., naming the Papillion Finance Director as the MFO Fiscal Agent ("Fiscal Agent") to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

WHEREAS, the Participants desire to modify the terms set forth in the fourth paragraph of Paragraph 4.b of Section D. Finances, of the Fire Interlocal Agreement, as provided in the First Amendment to the Interlocal Cooperation Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista that the First Amendment to the Interlocal Cooperation Agreement is hereby approved.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign and execute the necessary documents to effectuate the terms of the First Amendment to the Interlocal Cooperation Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**FIRST AMENDMENT
TO
INTERLOCAL COOPERATION AGREEMENT**

This First Amendment to the Interlocal Cooperation Agreement (hereinafter "First Amendment") made this 31st day of December, 2016 ("Effective Date") by and between the City of Papillion ("Papillion"), the City of La Vista ("La Vista"), and the Papillion Rural Fire Protection District ("District") located in Sarpy County, Nebraska (collectively "Participants" or singly "Party") amends and modifies the Interlocal Cooperation Agreement (hereinafter the "Fire Interlocal Agreement") which was adopted by the Participants and made effective on October 1, 2013.

RECITALS:

The Participants entered into the Fire Interlocal Agreement with respect to creating a single fire department and emergency medical service ("EMS") for the entire geographic area encompassed within the respective boundaries of the Participants, as said boundaries might be adjusted from time to time, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq.; and

As part of such Fire Interlocal Agreement, the Participants created a mutual finance organization, known as the Papillion Fire Protection Mutual Finance Organization ("MFO"), as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et seq., naming the Papillion Finance Director as the MFO Fiscal Agent ("Fiscal Agent") to coordinate all financial matters contemplated by the Fire Interlocal Agreement; and

The Participants desire to modify the terms set forth in the fourth paragraph of Paragraph 4.b of Section D. Finances, of the Fire Interlocal Agreement to allow funds which would otherwise be refunded to Participants following a "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30), to remain in the restricted MFO account to satisfy any shortages in true-up calculations for subsequent years, or for a portion to be used during the budget process to reduce necessary contributions from the Participants for the budget year.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of the Fire Interlocal Agreement as modified or amended by this First Amendment.
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Fire Interlocal Agreement.
3. Amendments. This First Amendment applies to the following Section of the Fire Interlocal Agreement:

A. Section D.4.b (4th paragraph). That the fourth paragraph of Paragraph 4.b of Section D. Finances, of the Fire Interlocal Agreement, having to do with payments to the individual Participants following the Fiscal Agent's "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year, is hereby repealed in its entirety, and the following paragraph is substituted in its place and incorporated into the Fire Interlocal Agreement by this reference:

Section D. Finances.
Paragraph 4. Administration and Distribution of Funds.

* * * * *

b. Proportionate Share of Expenditures.

* * * * *

[Fourth paragraph]

In December, the Fiscal Agent shall provide each Participant with a "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 - September 30). If as a result of the calculation, a Participant would be due a refund associated with the true-up (the "true-up funds"), such true-up funds shall remain in the restricted MFO account. The true-up funds would be available to satisfy any shortages in true-up calculations for subsequent years. The Parties to this Agreement may also choose to use a portion of the true-up funds remaining in the restricted MFO account during the budget process, thereby reducing the necessary contributions from the Parties for that budgetary year.

4. No Other Amendment. Except as specifically modified or amended by this First Amendment, the Fire Interlocal Agreement shall remain in full force and effect.
5. Binding Effect. This First Amendment to the Fire Interlocal Agreement shall be binding upon the Parties, their respective successors, and assigns.

[Signature pages to follow]

CITY OF PAPILLION,
A Municipal Corporation

Date: 12/20/16



David P. Black, Mayor

Attest:

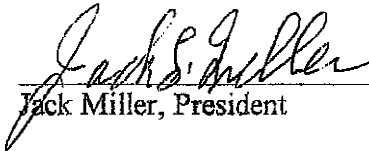


Elizabeth Butler, City Clerk



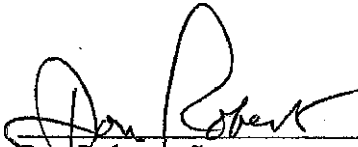
PAPILLION RURAL FIRE DISTRICT

Date: 12-15-16



Jack Miller, President

Attest:



Don Roberts, Secretary

CITY OF LA VISTA,
A Municipal Corporation

Date: _____

Douglas Kindig, Mayor

Attest:

Pam Buethe, City Clerk

RESOLUTION NO. R16-0186

**Legislative Version of the
First Amendment to the Interlocal Cooperation Agreement
(known as the "Fire Interlocal Agreement")**

Section D.4.b (4th paragraph) of the Fire Interlocal Agreement

Section D. Finances

* * * * *

4. Administration and Distribution of Funds. Administration and distribution of funds will be as follows:

* * * * *

b. Proportionate Share of Expenditures. Each Participant, as of the Effective Date, will be responsible for its proportionate share of all actual expenses incurred in preparation for the Fire Department operations during the Transition Period, subject to review and approval of the Fire Chief. Each Participant, on and after the Operations Date, will be responsible for its proportionate share of all actual expenditures for Fire Department operations. Budgeted and actual expenditures for Fire Department operations will include each Party's debt service, lease payments or other obligations coming due in the particular fiscal year on any lease purchase, bonded or other acquisition indebtedness, obligation or refinancing of any real property, Apparatuses/EMS Units or other fire or EMS assets or equipment of the Party on the Effective Date and provided for use under this Agreement ("Existing Indebtedness"). The proportionate share of expenditures to be provided by each Participant will be determined as follows: The total Fire Department budget expenses, minus any funds obtained from the Fund, minus the anticipated EMS or other billing revenue, minus any miscellaneous income within the MFO general funds. The remaining expenses after this calculation will be apportioned to each Participant based on the percentage of total certified property tax valuation attributed to each Participant. The Participants each shall set a portion of its general fund levy at the rate the Participants approved as appropriate to net sufficient revenue to pay each Party's respective share of the general fund expenses of Fire Department operations as budgeted in accordance with this Agreement, after maximum collection and delinquent tax fees pertinent to the Participants. In addition, Existing Indebtedness and any expenses related to bonded or other acquisition indebtedness, obligations or refinancing pursuant to this Agreement for assets acquired after the Operations Date in accordance with this Agreement for Fire Department operations (collectively "Bond Fund Expenses"), will be provided for by the setting of a portion of a Party's bond fund or other levy at a rate the Participants approve, or allocation of other revenue sources, as appropriate to net sufficient revenue to pay the Party's share of the Bond Fund Expenses after maximum collection and delinquent tax fees pertinent

to the Participants for the revenue source used. The Participants' relative shares of Bond Fund Expenses shall be determined and allocated in the same manner as described above with respect to general fund expenses, based on each Party's certified property tax valuations as a percentage of total certified property tax valuations of all Participants. The final portion of the general fund or other levies agreed to by the Participants to pay each Party's allocable share of costs of Fire Department operations will be established after the certified valuation date and prior to September 1st of each year.

If Papillion or La Vista annexes property within its jurisdiction, then the share of operational costs with respect to the annexed areas shall be apportioned to the annexing Party based upon the certified property tax valuation of property within the annexed area with respect to which (and limited to the extent) the Party actually receives levied assessments for the purpose of jointly funding the Fire Department operations and EMS.

The distribution of funds will be as follows: The Fiscal Agent will maintain an account specifically for the purpose of receiving and dispersing funds of the MFO. On the 10th of each month of the fiscal year, October 1 through September 30, the Participants will transfer one/twelfth (1/12) of their respective shares of the annual budgeted financial commitment for all expenses, general, bond and miscellaneous, to this designated account. On the 15th of each month of the fiscal year, October 1 through September 30, the Fiscal Agent will electronically transfer one/twelfth (1/12) of the respective shares of annual budgeted expenses to the designated Participants' account appropriate for the payment of the expenses. Papillion on and after the Operations Date, will collect EMS fees directly. Before the Operations Date, each Party shall collect and retain said Party's EMS fees. Interest accumulated in the MFO account will be used in subsequent fiscal years as miscellaneous income to the benefit of the Participants. The Participants' own cash reserves or other revenue sources will cover cash flow shortfalls during the fiscal year of the Participants. The Fiscal Agent, as soon as practicable, shall give the Participants advance notice of any projected cash flow shortfalls. The Fiscal Agent of the MFO will provide quarterly financial reports to the Participants.

In December, the Fiscal Agent shall provide each Participant with a "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30). ~~As a result of those calculations, any "true-up" payments to the individual Participants will be made in the following month of January.~~ If as a result of the calculation, a Participant would be due a refund associated with the true-up (the "true-up funds"), such true-up funds shall remain in the restricted MFO account. The true-up funds would be available to satisfy any shortages in true-up calculations for subsequent years. The Parties to this Agreement may also choose to use a portion of the true-up funds remaining in the restricted MFO account during the budget process, thereby reducing the necessary contributions from the Parties for that budgetary year.

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is effective on October 1, 2013 ("Effective Date"), by and between the City of Papillion ("Papillion"), the City of La Vista (hereinafter referred to as "La Vista"), and the Papillion Rural Fire Protection District ("District") located in Sarpy County, Nebraska (collectively "Participants" or singly "Party").

WITNESSETH:

WHEREAS, Papillion and District entered into an Interlocal Cooperation Agreement on December 18, 2001, to set forth the rights and responsibilities of Papillion and District in creating a single fire service for the entire geographic area encompassed within their respective boundaries, which was amended on September 17, 2008, as set forth therein (collectively the "Papillion/District Interlocal Agreement"); and

WHEREAS, La Vista wishes to join Papillion and District as a participant in creating a single fire department and emergency medical service ("EMS") for the entire geographic area encompassed within the respective boundaries of the Participants, as said boundaries might be adjusted from time to time ("Participants' Boundaries"); and

WHEREAS, in addition to authority under other applicable laws, the Participants, as local governmental units of the State of Nebraska, may enter into an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-804 et seq., to set forth the rights and responsibilities of the Participants in creating a single fire department and EMS for the entire geographic area encompassed within the Participants' Boundaries; and

WHEREAS, the Participants desire to create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201, et seq; and

WHEREAS, the Participants desire to create a separate administrative entity as authorized by Neb. Rev. Stat. § 77-27,142.

NOW, THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS AS FOLLOWS:

Section A. Purpose and Term.

1. Purpose. The purpose and intent of this Agreement is to specify the rights and responsibilities of the Participants hereto regarding fire operations and EMS to be provided within the Participants' Boundaries.

2. Term. This Agreement shall commence on the Effective Date and terminate on September 30, 2033. Successive, additional ten (10) year options for extension of terms

and conditions of this Agreement shall be part of this Agreement, with each successive, additional ten (10) year option contingent upon approval of the Participants.

Section B. Fire Suppression and Protection and EMS Operations.

1. Fire Department Operations. The Participants, effective April 1, 2014 ("Operations Date"), shall operate as a single fire department and EMS within the Participants' Boundaries, as set forth below:

- a. La Vista and District, on and after the Effective Date and until the Operations Date ("Transition Period"), shall each contribute funding and use of its fire or EMS equipment, and fire apparatuses, EMS medic units and other fire or EMS vehicles (collectively "Apparatuses/EMS Units"), and fire department real property as set forth herein to Papillion for Fire Department training purposes in preparation for the operation of a single Fire Department and EMS; and
- b. La Vista and District, on and after the Operations Date, shall each contribute the use of its Apparatuses/EMS Units and fire department real property as set forth herein to Papillion in order for it to provide Fire Department operations for all Participants and areas within Participants' Boundaries; and
- c. Papillion, on and after the Operations Date, shall expand its Fire Department operations and dedicate all present and future fire and EMS facilities, equipment, personnel and services to provide all fire and EMS operations and services, including but not limited to, fire suppression and protection, fire and life safety code enforcement, EMS (including advanced life support EMS), EMS and any other billing/collection services, and related services, under this Agreement for all of the Participants and areas within Participants' Boundaries ("Fire Department operations"). This Fire Department shall be prepared and begin providing such Fire Department operations on the Operations Date and shall continue to provide such Fire Department operations for the term of this Agreement.

2. Level of Service. Papillion shall assume full responsibility for the provision of all Fire Department operations within the Participants' Boundaries in accordance with this Agreement.

3. Fire Department Name, Administration and Operation. The Participants acknowledge each entity has a proud, long history of providing fire and EMS to their respective jurisdictions. In an effort to recognize that history, the Budget Review and Administrative Committee identified in Section 4 may suggest a Department name change to the respective governing bodies of each entity. All three of the Participants' governing bodies must approve any name change, by a formal public vote of the members either elected or appointed to their respective bodies. Papillion and its Fire Chief shall be vested with the full authority and responsibility for administration and

operation of the Fire Department and all related activities, including management of the operational budget, equipment, Apparatuses/EMS Units, and real property entrusted for use of the Fire Department for the benefit of the Participants and the purposes set forth herein.

The Fire Chief or his designee shall be the primary point of contact and liaison of each Party to this Agreement and upon request shall attend meetings of governing bodies or staff of the Participants to provide updates and address any issues relating to Fire Department operations that might arise from time to time. The Fire Chief initially shall consider and attempt to resolve any issues of any Party arising under this Agreement. Any Party that is dissatisfied with proposed resolution of any issues by the Fire Chief shall have the right to submit the issues for consideration of the administrative officials of the Participants, and if still dissatisfied, with the Committee described in Section 4 below.

4. Annual Budget Process. The Participants shall form a Budget Review and Administrative Committee ("Committee"). The Committee, working with the Fire Chief and Fiscal Agent, shall be responsible for financial oversight, preparing and recommending the budget submitted to Papillion for Fire Department operations, providing status reports, gathering feedback of Participants, and making recommendations to Papillion or the Fire Chief related to Fire Department operations. The Committee shall also be responsible for acting in an advisory capacity to the Fire Chief and Papillion in matters of administration and oversight of this Agreement and the cooperative undertaking set forth herein. Meetings of the Committee shall be held at least quarterly, unless otherwise agreed by its members. Each Party shall designate two (2) representatives to serve on the Committee. Each Party also shall designate an alternate representative to temporarily serve as needed. All representatives and alternate representatives shall serve at the pleasure of the appointing Party, and the appointing Party shall fill any vacancies in its appointments. Each of the City Administrators of La Vista and Papillion or his or her designee shall serve as an ex officio, nonvoting member of the Committee. The District may appoint an ex officio, nonvoting member of the Committee. The Papillion City Administrator, unless otherwise specified by the Committee, will serve as the Committee's Chairperson. The Papillion Fire Chief or his designee shall also serve on the Committee as an ex officio, nonvoting member for the purpose of providing information and recommendations regarding the Fire Department operations budget and shall attend the scheduled meetings of the Committee. At least four (4) Committee members, including at least one (1) Committee member representing each Party to this Agreement, must be present at a meeting to constitute a quorum of the Committee to transact business. The affirmative votes of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Committee member representing each Party to this Agreement, shall be required for the Committee to act.

Notwithstanding anything in this Section 4 or elsewhere in this Agreement to the contrary, any of the following matters related to Fire Department operations, of which the related costs or expenses are to be allocable among and shared by the Participants

pursuant to this Agreement, shall be subject to prior approval of the governing body of each Party to this Agreement:

- a. Acquisition of any direct or indirect interest in real property;
- b. Any budgeted or nonbudgeted expenditure, or series of related expenditures, by purchase, lease or any other method totaling \$50,000 or more;
- c. Increase of 5% or more of annual budgeted or actual expenditures;
- d. Property tax levy on property within a Party's boundaries; or
- e. Issuance or commitment to bonded debt, lease purchase or any similar indebtedness, financing or obligation.

The Committee, for the purposes of Neb. Rev. Stat. § 77-27,142(3), shall be a separate administrative entity relating to public infrastructure projects, as defined in Neb. Rev. Stat. § 77-27,142(2), including without limitation the joint use and acquisition of buildings and capital or other equipment used in the operation of municipal government or to provide municipal services and specifically Fire department operations and services. Said Committee shall be created and come into existence effective January 1, 2014 or on such other date as agreed by the chief administrative officials of the Participants. The Committee shall be responsible for assessing and making recommendations for long term development of unified governance of said public infrastructure projects with respect to the Participants, and at least every five years after this Agreement is entered the Committee shall review performance of such projects, including without limitation capital, operating and service delivery costs, effectiveness and efficiencies, with comparable paid fire departments, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

5. Equipment. The District and La Vista agree to create a schedule of, and grant Papillion full use and authority over, all fire or EMS equipment owned or leased by the District or La Vista during the term of this Agreement, subject to provisions of applicable law or leases. Papillion agrees to provide for property and casualty insurance satisfactory to the Participants of not less than \$2 million per occurrence, \$5 million general aggregate and naming each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with this equipment and to include such costs in the operational expense of the Fire Department. Papillion agrees to use reasonable judgment and care in using the equipment. Any sale, disposition or other transfer or conveyance ("Conveyance") of any Party's fire or EMS equipment, or any interest therein, pursuant to this Agreement shall be jointly recommended by the Fire Chief, the Papillion City Administrator, and chief administrative official of the owner, lessor or lessee of the equipment, and such Conveyance shall be approved by the respective Party's governing body, if required. All of the net proceeds, if any, received from the Conveyance of such equipment, after paying to said owner, lessor or lessee the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to its financing the original acquisition cost of said equipment, shall be transferred to the Papillion Fire Protection Mutual Finance Organization ("MFO"), and used for general funding of the Fire

Department. The Participants agree to enter and execute such agreements, instruments or other documents as any owner, lessor or lessee may require for use or Conveyance of equipment pursuant to this Section 5.

6. Fire Apparatuses and EMS Medic Units. The District and La Vista agree to create a schedule of, and grant Papillion full use and authority over, all fire Apparatuses/EMS Units owned or leased by the District or La Vista during the term of this Agreement, subject to provisions of applicable law or leases. Papillion agrees to provide for property and casualty insurance satisfactory to the Participants of not less than \$2 million per occurrence, \$5 million general aggregate and naming each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with such Apparatuses/EMS Units and to include such costs in the operational expense of the Fire Department. Papillion agrees to use reasonable judgment and care in using the Apparatuses/EMS Units. Any Conveyance of any Party's Apparatuses/EMS Units, or any interest therein, pursuant to this Agreement shall be jointly recommended by the Fire Chief, the Papillion City Administrator, and chief administrative official of the owner, lessor or lessee of the Apparatuses/EMS Units, and such Conveyance shall be approved by the respective Party's governing body, if required. All of the net proceeds, if any, received from the Conveyance, after paying to said owner, lessor or lessee the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to its financing the original acquisition cost of said Apparatuses/EMS Units, shall be transferred to the MFO, and used for general funding of the Fire Department. The Participants agree to enter and execute such agreements, instruments or other documents as any owner, lessor or lessee may require for use or Conveyance of Apparatuses/EMS Units pursuant to this Section 6.

La Vista acknowledges that it is aware of Papillion's plan to construct a new Public Works Facility, which will provide maintenance services to all Fire Department Apparatuses/EMS Units. La Vista agrees that until such facility is completed or until such time that Papillion advises La Vista that other maintenance arrangements have been made to service its Apparatuses/EMS Units, La Vista agrees that it shall continue providing reasonable maintenance on such Apparatuses/EMS Units. La Vista may seek reimbursement for such maintenance by submitting a billing invoice to Papillion within an administratively practicable time as determined by the La Vista and Papillion Finance Directors in consultation with the Fire Chief.

7. Real Property. The Participants acknowledge that there are two (2) types of real property interests as indicated on Exhibit "A", leased property and nonleased property, the use of which is being provided under this Agreement for the purposes stated herein. The Participants agree that Exhibit "A" shall be amended from time to time hereafter to include any real property interests or improvements acquired, improved or devoted after the Effective Date of this Agreement for Fire Department operations. With regard to leased property, the Participants shall grant Papillion full use and authority over its respective leased real property, subject to provisions of applicable law or leases, for the term of the applicable leases. With regard to non-leased property, the Participants shall

allow the use of all real property now or hereafter identified in Exhibit "A", attached hereto, subject to applicable law. The Participants desire, if economically and legally feasible and advisable, that non-leased property ultimately will be conveyed and directly or indirectly united in shared ownership for the mutual benefit of the Participants pursuant to this Agreement. Accordingly, the Participants, in consultation with the Committee and legal and economic advisors of the Participants, within 12 months after this Agreement is executed, will reasonably assess and determine the feasibility and advisability of such conveyances and unity of ownership and take further action, if deemed appropriate and agreed to by the Participants.

Papillion agrees to provide for property and casualty insurance satisfactory to the Participants at current replacement cost and general liability coverage of at least \$2 million per occurrence, \$5 million general aggregate and naming each Party as an additional insured, maintenance in good and working condition and repair, and all other requirements and expenses associated with such real property and to include such costs in the operational expense of the Fire Department.

Any Conveyance of any Party's real property, or any interest therein, pursuant to this Agreement, shall be jointly recommended by the Fire Chief, Papillion City Administrator, and chief administrative official of the owners, lessors and lessees of the real property, and such Conveyance shall require approval of all of the Participant's governing bodies. All of the net proceeds, if any, received from the disposition of such real property, after paying to the Party that is the owner or lessee of the real property the amount necessary to satisfy said Party's remaining indebtedness, lease payments or other obligations related to its financing the original acquisition of said real property, and unless otherwise specified by said Party, shall be transferred to the MFO, and used for general funding of the Fire Department.

Any Conveyance of jointly held real property, or any interest therein, pursuant to this Agreement, shall be jointly recommended by the Fire Chief and Papillion City Administrator, and such Conveyance shall require approval of all of the Participant's governing bodies. All of the net proceeds, if any, received from the disposition of such real property, after paying the amount necessary to satisfy any remaining indebtedness, lease payments or other obligations related to financing the original acquisition of said real property, shall be transferred to the MFO, and used for general funding of the Fire Department.

The Participants agree to enter and execute such leases or other agreements, instruments or documents as any owner, lessor or lessee may require for use or Conveyance of any real property interests described in this Section 7.

La Vista's building and grounds department will provide normal operating maintenance of real property used in Fire Department operations located in La Vista, which maintenance will include regular trash removal, lawn and landscape upkeep and snow removal. In addition, La Vista will continue to operate the building energy management system in use for La Vista District No. 2 on and after the Effective Date for

the term of this Agreement so long as said system is in use by La Vista. Costs incurred by La Vista for the real property used in Fire Department operations on or after the Operations Date pursuant to this paragraph shall be reimbursed by Papillion as billed by La Vista, and included in the annual budget and allocated among the Participants as shared expenses of Fire Department operations pursuant to this Agreement.

8. **Personnel and Civil Service.** All present and future sworn positions within the Fire Department shall be employees of Papillion and subject to the collective bargaining agreement between Papillion and the Professional Firefighters Association of Papillion, Local No. 3767, and the Rules and Regulations of the Papillion Civil Service Commission and the Nebraska Civil Service Act, Neb. Rev. Stat. § 19-1826, et seq.

9. **Training.** Papillion shall assure that all mandated training or training required to meet the level of services required by this Agreement is provided, as appropriate, on an ongoing basis to the Fire Department employees.

Section C. Mutual Finance Organization.

1. The Participants hereby create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201, et seq. This mutual finance organization shall be known as the Papillion Fire Protection Mutual Finance Organization or MFO, or the name consistent with the name of the Fire Department.

2. The City of Papillion Finance Director shall serve as the MFO Fiscal Agent, who, in consultation with the Committee and chief financial official of each Party, shall act for the joint and mutual benefits of the member Participants under this Agreement. The MFO shall not acquire or hold any property other than public funds for distribution to the Fire Department hereunder. Any property purchased with MFO funds shall be jointly titled to the Participants.

3. **General Powers and Duties.** The duties of the MFO shall be:

- a. To transact any necessary business for financing the operations and equipment needs of the Fire Department or MFO;
- b. To have charge and custody of and manage all funds of the MFO for the purposes set forth in this Agreement; and
- c. To seek funding from the Nebraska Mutual Finance Assistance Fund (hereinafter "Fund") or other potential funding organizations or funds, if eligible.

The MFO is authorized to prepare and submit a timely application to the Fund or any other funding, if any, for the maximum assistance available to the MFO. The MFO is authorized to do all things necessary and proper to obtain funding assistance, including

signing applications and receiving funds without further or additional authorization of the individual parties to this Agreement.

Section D. Finances

1. **Property Tax Levy.** The Participants hereby agree to levy a general fund property tax at an equal rate, as determined by unanimous agreement of the Participants, on each \$100 taxable valuation of the property subject to levy within their respective boundaries for the purpose of jointly funding the single Fire Department operations by the Participants. For purposes of this Section 1, the agreed levy of each Party will be the portion of said Party's general fund levy to pay said Party's allocable share of Fire Department operations as determined pursuant to this Agreement. The Participants prior to September 1st of each year shall agree upon the general fund tax rate. The agreed upon property tax rate shall be in addition to agreed levies for each Party's allocable share of bonded indebtedness and lease-purchase contracts in existence on July 1, 1998, or of other Bond Fund Expenses not paid by the general fund levy, as determined pursuant to this Agreement.

2. **Rural Fire District Levy Limitation:** The Participants hereby acknowledge current Nebraska State Law limits the levy authority of the Rural Fire District. If, in the event the expense to effectuate this Agreement exceeds the Rural Fire District's levy authority, the Cities of Papillion and LaVista shall have the option to either fund the additional expenses or reduce the overall expenses associated with the Agreement to equalize the levy. The Rural Fire District agrees to request an adequate levy to fund their annual pro-rata portion of the expenses or the maximum levy authority granted by state law during the term of this Agreement. The Rural Fire District also agrees to utilize any reserve accounts and assets, to the extent allowed by law and within Generally Accepted Accounting Procedures, to meet their financial obligations pursuant to this Agreement.

3. **Fiscal Agent.** The City of Papillion Finance Director shall be the fiscal agent ("Fiscal Agent") for the purposes stated herein and shall be responsible for coordinating all financial matters contemplated in this Agreement on behalf of the Participants. Each Party to this Agreement during normal business hours shall be provided access and have the right to inspect Fiscal Agent's records and other information related to this Agreement, and Fiscal Agent shall provide such reports, records or other information as any Party may from time to time request. Any Party at its cost may from time to time request an audit of Fiscal Agent records related to this Agreement.

4. **Administration and Distribution of Funds.** Administration and distribution of funds will be as follows:

- a. **Budget Review Process.** The Fire Chief before July 1 each year shall prepare a proposed general fund, bond fund and any expense budgets for presentation to the Committee for its review and recommendation. The Committee before July 1 each year shall meet to review the Fire Chief's proposed general fund, bond fund and any expense budgets and make recommendations for approval or denial, or adjustments to such budgets.

Thereafter, the Fire Chief will prepare the Fire Department budget for the Fiscal Agent for inclusion in Papillion's annual budget for presentation and approval by the Papillion City Council, including the Committee's recommendations of approval or adjustments.

This budget authorization process must be completed prior to July 15th each year to allow the Participants to initiate their budget process, which involves a timeline established by Nebraska statutes.

- b. **Proportionate Share of Expenditures.** Each Participant, as of the Effective Date, will be responsible for its proportionate share of all actual expenses incurred in preparation for the Fire Department operations during the Transition Period, subject to review and approval of the Fire Chief. Each Participant, on and after the Operations Date, will be responsible for its proportionate share of all actual expenditures for Fire Department operations. Budgeted and actual expenditures for Fire Department operations will include each Party's debt service, lease payments or other obligations coming due in the particular fiscal year on any lease purchase, bonded or other acquisition indebtedness, obligation or refinancing of any real property, Apparatuses/EMS Units or other fire or EMS assets or equipment of the Party on the Effective Date and provided for use under this Agreement ("Existing Indebtedness"). The proportionate share of expenditures to be provided by each Participant will be determined as follows: The total Fire Department budget expenses, minus any funds obtained from the Fund, minus the anticipated EMS or other billing revenue, minus any miscellaneous income within the MFO general funds. The remaining expenses after this calculation will be apportioned to each Participant based on the percentage of total certified property tax valuation attributed to each Participant. The Participants each shall set a portion of its general fund levy at the rate the Participants approved as appropriate to net sufficient revenue to pay each Party's respective share of the general fund expenses of Fire Department operations as budgeted in accordance with this Agreement, after maximum collection and delinquent tax fees pertinent to the Participants. In addition, Existing Indebtedness and any expenses related to bonded or other acquisition indebtedness, obligations or refinancing pursuant to this Agreement for assets acquired after the Operations Date in accordance with this Agreement for Fire Department operations (collectively "Bond Fund Expenses"), will be provided for by the setting of a portion of a Party's bond fund or other levy at a rate the Participants approve, or allocation of other revenue sources, as appropriate to net sufficient revenue to pay the Party's share of the Bond Fund Expenses after maximum collection and delinquent tax fees pertinent to the Participants for the revenue source used. The Participants' relative shares of Bond Fund Expenses shall be determined and allocated in the same manner as described above with respect to general fund expenses, based on each Party's certified property tax valuations as a percentage of total certified

property tax valuations of all Participants. The final portion of the general fund or other levies agreed to by the Participants to pay each Party's allocable share of costs of Fire Department operations will be established after the certified valuation date and prior to September 1st of each year.

If Papillion or La Vista annexes property within its jurisdiction, then the share of operational costs with respect to the annexed areas shall be apportioned to the annexing Party based upon the certified property tax valuation of property within the annexed area with respect to which (and limited to the extent) the Party actually receives levied assessments for the purpose of jointly funding the Fire Department operations and EMS.

The distribution of funds will be as follows: The Fiscal Agent will maintain an account specifically for the purpose of receiving and dispersing funds of the MFO. On the 10th of each month of the fiscal year, October 1 through September 30, the Participants will transfer one/twelfth (1/12) of their respective shares of the annual budgeted financial commitment for all expenses, general, bond and miscellaneous, to this designated account. On the 15th of each month of the fiscal year, October 1 through September 30, the Fiscal Agent will electronically transfer one/twelfth (1/12) of the respective shares of annual budgeted expenses to the designated Participants' account appropriate for the payment of the expenses. Papillion on and after the Operations Date, will collect EMS fees directly. Before the Operations Date, each Party shall collect and retain said Party's EMS fees. Interest accumulated in the MFO account will be used in subsequent fiscal years as miscellaneous income to the benefit of the Participants. The Participants' own cash reserves or other revenue sources will cover cash flow shortfalls during the fiscal year of the Participants. The Fiscal Agent, as soon as practicable, shall give the Participants advance notice of any projected cash flow shortfalls. The Fiscal Agent of the MFO will provide quarterly financial reports to the Participants.

In December, the Fiscal Agent shall provide each Participant with a "true-up" calculation of actual receipts and disbursements as compared to budget for the prior fiscal year (October 1 – September 30). As a result of those calculations, any "true-up" payments to the individual Participants will be made in the following month of January.

- c. Annexation of District Valuation. In consideration of Papillion or La Vista sharing future bonded or other acquisition indebtedness or obligation payments for Fire Department operations, the District will excuse the partial annexation agreement payments due to the District, if any, from Papillion or La Vista. Further, the District agrees to not require Papillion or La Vista to make similar payments during the term of this Agreement for any annexations with effective dates during the term of this Agreement. The District will appropriately enter into partial annexation agreements with any

other city that annexes portions of the District. Payments that are made from these agreements, during the term of this Agreement, to the District will be used as miscellaneous income in calculating funding levels as described in this Section. In the event that any other such city makes a payment that is a lump sum instead of installments for the term of the bond or other acquisition indebtedness or obligations, that lump sum will be considered to have been made as installments and amortized over the term of the indebtedness or obligations it is related to.

Section E. Termination by Material Breach or by Agreement.

1. **Termination by Material Breach.** A Party or Parties shall have the option to terminate this Agreement with respect to any other Party that commits a material breach of this Agreement. A Party or Parties seeking to terminate this Agreement for a material breach of another Party, shall notify the Participants in writing specifying the alleged breach and provide the breaching Party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonably required for its cure, the breaching Party shall be in compliance with this provision if the breaching Party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer period of time is authorized, the termination shall be final and become effective at the end of a transition period of one hundred twenty (120) days following the failure to cure within the specified cure period ("Termination Transition Period"), as extended; provided, however, the Termination Transition Period shall be extended (a) as the Participants reasonably deem necessary or appropriate in the interests of public safety, or (b) until one hundred twenty (120) days after final determination of any lawsuit, including appeals, affirming a termination pursuant to this Section E. It is understood by the Participants, notwithstanding any termination or reason given therefore, that services and payments, if any, continue through the Termination Transition Period. Upon completion of the Termination Transition Period, the terminating Party's obligation for payment of its proportionate share under this Agreement shall terminate with respect to all payments of the Party due after the effective date of termination; provided, however, the terminating Party shall remain obligated for all payments of the Party under this Agreement that were due before the effective date of the termination.

2. **Termination by Agreement.** Unless terminated due to a material breach by a Party, or by the written consent of all Participants to terminate this Agreement ("Complete Termination"), this Agreement shall not terminate before the end of the initial or any subsequent term.

3. **Continuation of Fire Department Operations and EMS.** Upon the termination of any Party from this Agreement, such Party shall assume full responsibility for the administration of Fire Department operations within its respective boundaries upon the effective date of such termination. The termination of a Party to this Agreement shall not terminate the Agreement in regards to the remaining Parties, and such Agreement

shall remain in effect for such Parties for the remainder of the term of this Agreement or as otherwise provided herein.

4. Distribution of Assets upon Termination.

- a. Complete Termination of Agreement by Participants. Upon Complete Termination of this Agreement, unless otherwise agreed by all Participants, all property contributed to or acquired by the Fire Department during and under the terms of this Agreement shall be disposed of in the following manner:
 - i. All jointly held vehicles, equipment and other personal property acquired during the term of this Agreement shall be sold in an arm's length sale to an unrelated third party, unless otherwise agreed to by the Participants; and
 - ii. All vehicles, equipment and other personal property contributed by and titled to a Party or Participants for use pursuant to this Agreement shall be returned to the respective Party or Participants; and
 - iii. All interests in jointly held real property acquired during this Agreement shall be sold in an arm's length sale to an unrelated third, unless otherwise agreed to by the Participants; and
 - iv. All interests in real property contributed by and titled to a Party or Participants for use pursuant to this Agreement shall be returned to the respective Party or Participants; and
 - v. All unexpended funds or reserves in the MFO account collected during the term of this Agreement, receivable or otherwise existing under this Agreement, shall be distributed based on the Party's proportionate share of overall expenditures existing on the day prior to termination.
- b. Termination of Any Party by Material Breach or Agreement. In the event of termination, if any, by any Party either by agreement or material breach, this Agreement shall remain in effect with respect to the remaining Parties. The terminating Party's interest in assets under this Agreement shall be distributed as follows, unless otherwise agreed by the terminating Party and remaining Parties:
 - i. The terminating Party will receive all vehicles, equipment and other personal property and all interests in real property titled to such Party that was contributed to the Fire Department by such terminating Party for use pursuant to this Agreement;

- ii. The terminating Party will receive a proportionate share of the current value of all vehicles, equipment and other personal property and of all interests in real property jointly held that was acquired during the term of this Agreement. The remaining Participants shall have the option to distribute such proportionate share on an installment basis over a twenty-four (24) month period following termination of this Agreement. Current value shall be determined by qualified appraisers selected by agreement of the terminating Party and remaining Parties; or in the absence of agreement, then by the average of the appraisals of each item, with one appraiser appointed by the terminating Party and one appraiser appointed by the remaining Parties. The terminating Party's proportionate share shall be its share of expenditures existing on the day prior to termination; and
- iii. The terminating Party's share of unexpended funds or reserves in the MFO account collected during the term of this Agreement, receivable or otherwise existing under this Agreement, shall be distributed to the terminating Party based on its proportionate share of overall expenditures existing on the day prior to termination.

Notwithstanding any provision of this Agreement to the contrary the Participants, acknowledging the unique and critical nature of this Agreement and need to ensure continued, uninterrupted delivery of fire, EMS and related services to each of the Participants, agree that, in the event of a breach, there would not be an adequate remedy at law, and accordingly any Party shall have the right to enforce this Agreement by specific performance.

Section F. Miscellaneous Provisions.

1. **Effect of Agreement.** This Agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the Participants or any of them in effect upon the date of this Agreement; provided, however, (a) Papillion and District intend for this Agreement to revoke the Papillion/District Interlocal Agreement in its entirety as of the Operation Date of this Agreement, (b) Papillion and District intend that any terms or provisions in conflict as between the Papillion/District Interlocal Agreement and this Agreement prior to such revocation, including but not limited to the proportionate share of expenses, shall be governed by the terms of this Agreement, and (c) La Vista and District designate Papillion to carry out, and Papillion assumes and agrees to carry out, any covenant or obligation under any mutual assistance or interlocal cooperation agreement of District or La Vista to provide mutual assistance, fire, EMS or related operations, services or support.

2. **Separate Legal Entities.** This Agreement shall not be construed to have created a separate legal entity.

3. **Indemnification.** Each Party agrees to release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Party, or the officers, officials, employees, agents or contractors of the Indemnifying Party.

4. **Governmental Subdivision.** Except as provided herein, each Party shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Party of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by Papillion as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

5. **Modifications.** That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Participants.

6. **Severability.** In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

7. **Entire Agreement.** Except as otherwise provided in Section F.1 of this Agreement, the entire agreement between the Participants hereto is contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by Participants subsequent to the date hereof. All schedules, and exhibits referenced in this Agreement, and all lease or sublease agreements, documents of transfer or conveyance and other documents or instruments now or hereafter adopted or executed by any of the Participants to carry out this Agreement shall be incorporated into and become part of this Agreement by this reference.

8. **Assignment.** This Agreement may not be assigned by any Party without express written consent of the Participants; provided, however, in the event that the Fire Department consolidates with any other fire department this Agreement, at the option of the Participants, may be assigned to the newly created fire department. Fire Department consolidation requires the Participants unanimous approval.

9. **Further Assurances.** From and after the Effective Date of this Agreement, the Participants agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Party, at any time and from time to time, upon request by any other Party and without further consideration, shall take or cause to be taken such actions and execute, acknowledge

and deliver, or cause to be executed, acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Parties, without increasing or extending any cost, duty or liability of the responding Party.

10. Further Authorization. The Mayors of Papillion and La Vista and President of the District each shall be authorized to take all further actions to carry out the terms and conditions of this Agreement, including without limitation, executing such leases, agreements, instruments or other documents as said Mayors or President determine necessary or appropriate.

11. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

12. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Party agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Participants is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Participants.

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

[End of Document]

CITY OF PAPILLION,
A Municipal Corporation

Date: 8/16/13

[Signature]
David P. Black, Mayor

Attest:

[Signature]
Elizabeth Butler, City Clerk

PAPILLION RURAL FIRE DISTRICT

Date: 8/16/2013

[Signature]
Jack Miller, President

Attest:

[Signature]
Don Roberts, Secretary

CITY OF LA VISTA,
A Municipal Corporation

Date: 8/13/2013

[Signature]
Douglas King, Mayor

Attest:

[Signature]
Pam Buethe, City Clerk



Date: 8/13/2013

Interlocal Cooperation Agreement
 Fire Department - Real Property
Exhibit "A"

Fire Station and Address	Legal Description	Title Holder or Leaseholder Prior to Effective Date of Interlocal Cooperative Agreement	Title Holder or Lease Holder After Effective Date of Interlocal Cooperative Agreement – Ultimate Objective	Outstanding Bonds
Papillion Fire Station 1 146 N. Adams St. Papillion, NE 68046	LOTS 1 & 2 BLOCK 16 PAPILLION	Papillion Volunteer Fire Department, Inc. (Title holder) City of Papillion (Leaseholder)	Papillion Volunteer Fire Department, Inc. (Title holder) City of Papillion (Leaseholder)	No
Papillion Station 2 11749 S. 108 St. Papillion, NE 68046	DAM SITE 20 33-14-12 and TAX LOT 8 32-14-12	City of Papillion	City of La Vista, City of Papillion, Papillion Rural Fire Protection District	Yes
La Vista District 1* 8110 Park View Blvd. LaVista, NE 68128	LOT 1 LA VISTA CIVIC CENTER	City of La Vista	City of La Vista, City of Papillion, Papillion Rural Fire Protection District	No
La Vista District 2 10727 Chandler Rd. LaVista, NE 68128	LOT 246A VAL VISTA	City of La Vista Facilities Corporation (Title holder) City of La Vista (Lessee)	City of La Vista, City of Papillion, Papillion Rural Fire Protection District	Yes

* Only first level of La Vista District 1 will be provided for use under this Agreement. La Vista will retain the second level of La Vista District 1 for its independent use apart from this Agreement. In addition to other allocable costs, a share of utility and other operating costs of La Vista District 1 will be apportioned to Fire Department operations under this Agreement pro rata, based on square footage of La Vista District 1 designated for Fire Department operations, and paid by Papillion when billed by La Vista, which costs will be allocated among and paid by the Participants as shared costs under this Agreement.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 3, 2017 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared authorizing the advertisement of a request for proposals (RFP) for janitorial services for cleaning the City of La Vista facilities.

FISCAL IMPACT

The FY 17 General Fund Budget provides funding for janitorial services. Funding will also be included in future budgets for the continued cleaning of these facilities.

RECOMMENDATION

Approval in a form and content satisfactory to the City Administrator and City Attorney

BACKGROUND

Beacon Building Services has been cleaning the City facilities since 1999. They recently informed the City that they no longer wish to clean the City facilities effective the end of February 2017.

Staff has created the RFP which will be available to potential bidders upon approval. The timeline is as follows:

- Advertise for Bids January 11, 2017
- Proposals due January 26, 2017, 10:00 a.m.
- Tentative Award Date February 7, 2017

The City will be seeking bids for a three year contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CLEANING THE CITY OF LA VISTA FACILITIES

WHEREAS, the Mayor and Council have determined that it is desirable to take proposals for janitorial services for cleaning the city facilities; and

WHEREAS, specifications have been prepared for the request for proposals; and

WHEREAS, the FY 17 General Fund budget provides funding for such service; and

WHEREAS future year budgets will continue to provide funding for janitorial services;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for request for proposals and the City Clerk is hereby authorized to advertise for the proposals in accordance with the specifications prepared by staff in a form and content satisfactory to the City Administrator and City Attorney, and said sealed proposals are due by 10:00 a.m. January 26, 2017, at City Hall, 8116 Park View Blvd., La Vista, Nebraska 68128.

Advertise for Bids	January 11, 2017
Proposals Due	January 26, 2017 10:00 a.m.
Tentative Award Date	February 7, 2017

PASSED AND APPROVED THIS 3RD DAY OF JANUARY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO BIDDERS

**JANITORIAL SERVICES FOR CITY OF LA VISTA FACILITIES
CITY OF LA VISTA, NEBRASKA**

Sealed proposals will be received by Pam Buethe, City Clerk of said City, 8116 Park View Blvd., La Vista, NE 68128, until 10 a.m. on January 26, 2017, for a three year contract for janitorial/cleaning services at six (6) City facilities.

The request for proposals containing specifications can be obtained from the City of La Vista website www.cityoflavista.org or can be picked up at La Vista City Hall, 8116 Park View Blvd.,

No bidder may withdraw his proposal for a period of 60 business days after the date proposals are due. All correspondence, questions and additional information regarding this RFP should be directed to Pam Buethe, City Clerk at pbuethe@cityoflavista.org.

The Owner reserves the right to reject any or all proposals and to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the Owner to be in its best interest.

CITY OF LA VISTA

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA

REQUEST FOR PROPOSAL

ON: JANITORIAL SERVICES FOR CITY OF LA VISTA FACILITIES

NOT AN ORDER

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

Notice Published: *January 11, 2017*

PROPOSALS DUE:
January 26, 2017 at 10 a.m.
La Vista City Hall
8116 Park View Blvd.

The City of La Vista is requesting proposals for a three (3) year contract for janitorial/cleaning services at six (6) City facilities.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

(Incorporated herein and made part of these specifications)

1. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
2. The owner reserves the right to reject any or all proposals, and to waive informalities or irregularities in the proposal, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of the proposal unless otherwise indicated by vendor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. Prices proposed shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.
6. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specification herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.
7. Each bidder shall submit all necessary catalogs, descriptive literature, etc. needed to describe fully the material he proposed to furnish.

8. Any bidder's exceptions to those terms and conditions or deviations from the written specifications shall be shown in writing on the attached bid form exception sheets. However, such exceptions may be cause for rejection of the bid.
9. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
10. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for at least sixty (60) days.
11. Proposals must be submitted on the forms provided in a sealed envelope plainly marked "**SEALED BID**" with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the firm name.
14. **Questions should be directed to Pam Buethe, City Clerk, by e-mail to pbuethe@cityoflavista.org before proposal is submitted.** As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

ADDITIONAL REQUIREMENTS

Notwithstanding anything in these specifications to the contrary:

1. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall requires action by the City Council of the City of La Vista.
2. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

STATEMENT OF WORK

Specifications

The specifications outline the requirements for cleaning services for six (6) City of La Vista facilities. A list of each facility, the address and approximate square footage is outlined to assist you with your proposal. Contractor will supply general cleaning supplies and cleaning equipment. The Owner will furnish all trashcan liners, paper products and soap for dispensers.

A mandatory walkthrough will be held, January 18, 2017 at 1:30pm to view the facilities beforehand. The walkthrough will begin at La Vista City Hall, located at 8116 Park View Boulevard, La Vista, Nebraska.

Facilities List

- City Hall - 8116 Park View Blvd., La Vista NE
 - 1 floor – approximately 9550 sq. ft.
 - Includes entryway and main lobby area, Council Chambers, restrooms (4), offices, conference room, break room and entire office area.

- Community Center (Recreation Center) – 8116 Park View Blvd., La Vista, NE
 - 1.5 floors – approximately 12,950 sq. ft.
 - Includes entryway, lobby, game room, restrooms, locker and shower areas, meeting rooms, all office space, activity area of gym, fitness areas, craft room, first-aid room, vending area, and kitchen.

- Annex and Community Development Building – 8110 Park View Boulevard
 - 2 floors – approximately 4320 sq. ft.
 - Includes office area, entryways, lobbies, kitchen, restrooms, conference and training room, and break room.

- Police Department – 7701 South 96th Street
 - 1 floor – approximately 9,550 sq. ft.
 - Includes entryway, lobby, conference rooms, community rooms, break room, kitchen, fitness areas, interview rooms, restrooms, locker rooms and all clerical / office areas.

- Public Works Facility – 9900 Portal Road
 - 1 floor – approximately 4500 sq. ft.
 - Includes, entryway, all office areas, restrooms, locker rooms, conference rooms and break room.

- Parks Facility – 9810 Hupp Drive
 - 1 floor – approximately 3000 sq. ft.
 - Includes all office areas, restrooms, locker rooms, break rooms and conference rooms.

Holidays

Work will not be required on the days set forth below. However, Contractor can make arrangements for cleaning if needed.

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Thanksgiving	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas	December 25 th

Schedule

Contractor shall cooperate with the City to minimize conflict and facilitate operations.

Cleaning in the Community Center will be done 7 days a week, between the hours of 10:00 p.m. and 6:00 a.m. From May 1st through Labor Day, the Community Center is closed on Sundays, and therefore would only need to be cleaned 6 days per week.

Cleaning at the Police Department will be Monday through Friday, between 3:00 p.m. and 6:00 p.m. with limited services on Saturday & Sunday afternoons consisting of emptying trash, cleaning restrooms, and vacuuming.

Cleaning of City Hall, Annex, and Community Development will be Monday through Friday, between 5:00 p.m. to 6:00 a.m.

Cleaning Public Works and the Parks facility will be Monday, Wednesday, and Friday between 5:00 p.m. to 6:00 a.m.

Definition of Terms

All work performed under the approved Agreement shall satisfy, as a minimum, the cleaning requirements and standards set forth herein. As used throughout this Specification, the following terms shall be defined as set forth below:

1. **CLEAN:** Surfaces must be free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, scuff marks, and other residue; to restore all items to their original condition and appearance.
2. **DISINFECT:** Cleaning in order to destroy any harmful micro-organisms by the application of an approved chemical agent.
3. **TILE FLOOR:** All ceramic and vinyl tile and rubber, linoleum or other sheet type flooring products, which are affixed to the sub flooring with mastic or adhesive.
4. **PARTITION:** The barriers between restroom stalls and walls or dividers within a facility, which do not touch the ceiling.

5. **VACUUMING:** The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner. A vacuum with a beater bar should be used on carpeted areas.
6. **POLISHING:** The application of an oil-based, high quality wood preservative to furnishings and wiping the furnishings using a soft, non-abrasive cloth, so as not to leave any residual surface polish.
7. **FIXTURE:** Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall, door or floor.
8. **FLOOR CARE:** For all floor care operations where furniture and equipment must be removed, no chairs, wastepaper baskets or other items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original location and position. Baseboards, walls, doors, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. The Vendor shall take precautions to advise building occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.
9. **SWEEPING, DUST MOPPING AND DAMP MOPPING:** Hard surface floors shall be swept, dust mopped and damp mopped, leaving the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, or behind doors. Entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.
10. **WET MOPPING AND SCRUBBING:** Floors shall be properly prepared by thoroughly sweeping to remove visible dirt and debris, and by removing of gum, tar, and similar substances from the floor surface. On the completion of mopping and scrubbing, floors shall be properly rinsed and dry-mopped to present an overall appearance of cleanliness; floors shall be clean and free of dirt, water streaks, mop marks, string, etc.; floors shall be dry and corners and cracks clean. When scrubbing is specified, it shall be performed by machine or by hand with a brush.
11. **CARPET CARE:** Carpets must be vacuumed thoroughly, preferably with an industrial-type vacuum cleaner with a beater bar. Carpeted floors shall be free of all visible litter and soil. Chairs, trash receptacles, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns or unraveling shall be brought to the attention of the City's Building Technician in writing.
12. **LOW MOISTURE/DRY EXTRACTION CARPET CLEANING:** All carpets shall be deep cleaned using low moisture/dry extraction method at the scheduled frequencies, using approved industrial carpet cleaning equipment.
13. **RUGS:** After thoroughly vacuuming, all rugs shall be cleaned and be free of dust balls, dirt, and other debris.
14. **DUSTING:** Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means; appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. Each dusting task shall result in the following:
- a. There shall be no dust streaks remaining.
 - b. Corners, crevices, molding and ledges shall be free of all dust.
 - c. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

d. Few traces of dust will be found on any surface during routine inspections.

15. DAMP WIPING: This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, then drying to provide a clean, polished appearance. The wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant - deodorizer) cleaner shall be used.

16. BRIGHT METAL POLISHING: This task may be performed by damp wiping and drying with a suitable cloth so a polished appearance can be attained. However, if a polished appearance cannot be produced, the City's Building Technician shall be contacted for direction as to the use of an appropriate, approved metal polish.

17. WINDOW WASHING AND GLASS CLEANING:

a. After each washing operation in accordance with the specified frequency, all glass, interior and exterior, shall be clean and free of dirt grime streaks, fingerprints and excessive moisture, and shall not be cloudy.

b. Window frames, sills and woodwork around interior and exterior glass and other surrounding areas shall be thoroughly wiped, free of any drippings and watermarks.

c. When building occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities shall be scheduled with the Department's designated contact person and/or the City's Building Technician.

18. PORCELAIN WARE CLEANING:

a. All porcelain fixtures (including drinking fountains, sinks, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.

b. Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.

c. Toilets: Special attention shall be given to floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout.

19. SPOT CLEANING: Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

20. POLICING: This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobby waiting areas, and outside landings at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather. Recycle materials (paper) shall be deposited into the appropriate recycling receptacles, if provided.

Responsibilities of the Contractor

The following cleaning lists are outlined by facility and cleaning locations, however are not inclusive. The information below is not intended to be restrictive on how a contractor accomplishes the desired definitions of cleaning as described in the Definition of Terms section.

All Facilities:

ALWAYS

- Report any safety hazards to the Building Technician unless you can easily correct it yourself
- Report needed repairs (in writing)
- Keep equipment neatly stored, clean, and report needed equipment repairs
- Keep custodial room clean and orderly
- Use appropriate safety procedures and equipment

**CITY HALL
8116 PARK VIEW BLVD**

A. General Cleaning - Entire City Hall Facility – Daily unless otherwise noted

- Vacuum all floor mats
- Vacuum all carpet – approx. 7600 sq. ft.
 - Suggested Tuesday, Thursday, and Sunday – special consideration to be made for scheduling to avoid vacuuming during public meetings (schedule to be provided).
- Sweep and Wet mop tile floors (rinsing mop and changing water as necessary so floors are not smeared). (**During bad weather this may need to be done more than once**)
 - Quarry tile in foyer– approx. 1400 sq. ft.
 - Ceramic tile in restrooms – approx. 340 sq. ft. (with disinfectant)
 - Linoleum in rear entry and break room – approx. 210 sq. ft.
- Clean entryway glass
- Clean lobby glass as needed.
- Empty and clean ashtray at entrance
- Clean and polish all drinking fountains
- Check for and remove cobwebs as needed
- Empty all trash containers and replace liners as needed.
 - (including sanitary napkin bins in women's stalls)

Clean Offices, Clerical Area, Conference Room, and Break Room.

- Conference rooms clean as an office
- Council Chambers – check for cleanliness and empty trash if needed daily (clean, dust, vacuum, etc. weekly)
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, can recycle containers, tops of partitions, counter tops, exterior of refrigerator and microwave.
*****CLEAN ONLY CLEARED SPACES ON DESKS, CREDENZAS, FILE CABINETS, AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**
- Sweep or vacuum chair mats and under desks
- Clean walls and switch covers around light switches
- Wipe front of cupboards if needed

Restrooms (4 restrooms total; 2 men's, 2 women's)

- Clean walls and counter tops (especially by the light switches, around towel dispensers and under soap dispensers) – includes bathroom door partitions
- Clean or dust soap dispensers, towel dispensers as needed
 - towel dispensers, refill if less than ½ full
- Clean all sinks inside and out, including faucets
 - Polish stainless steel sinks
- Clean mirrors
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside and clean all chrome
- Clean all stools inside and out, including all chrome
- Refill toilet paper as needed

B. WEEKLY

- Clean Council Chambers (dust, vacuum, empty trash)
- Burnish all linoleum floors
- Wipe down mopboards
- Vacuum chairs
- Dust Window sills

C. MONTHLY

- Vacuum under gravel mats in entryways
- Clean all mini-blinds

D. YEARLY

- Qualified person to strip and wax or reseal linoleum and quarry tile with wax or sealer approved by the Building Technician
- Qualified person to shampoo all carpets

**COMMUNITY CENTER (RECREATION CENTER)
8116 PARK VIEW BLVD**

A. General Cleaning - Entire Recreation Center- Daily unless otherwise noted

- Vacuum all floor mats in facility
- Vacuum carpet (Tuesday, Thursday, Sunday) – approx. 1600 sq. ft.
- Sweep and Wet mop tile floors (rinse mop and changing water as necessary so floors are not smeared. **(During bad weather this may need to be done more than once)**
 - VCT tile – approx. 7500 sq. ft. (first-aid room, craft room, 5 meeting rooms, game room, activity area of gym)
 - Ceramic tile – approx. 2000 sq. ft. (restrooms, locker and shower areas, vending area, kitchen)
 - Quarry Tile – approx. 1850 sq. ft. (Lobby)
- Empty all trash containers and replace liners as needed
 - (including sanitary napkin bins in women's stalls)
- Clean entryway glass
- Clean Vending area
 - Sweep or vacuum under vending machines, wet mop where possible
- Clean and polish all drinking fountains
- Check for and remove cobwebs as needed
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, can recycle containers, tops of partitions, counter tops, window sills (whether facing out doors or interior of building).
 - **CLEAN ONLY CLEARED SPACES ON DESKS, CREDENZAS, FILE CABINETS, AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**
- Sweep or vacuum chair mats and under desks
- Check all meeting rooms, sweep and wet mop as needed
- Clean all sinks and countertops
- Polish stainless steel sinks
- Clean or dust paper towel dispensers, refill if less than ½ full
- Wipe fronts of cupboards if needed
- Clean wall and switch covers around light switches

Showers and Restrooms (2 total; 1 men's, 1 women's)

- Clean walls, with additional emphasis by the light switches, sinks, soap dispensers, and under soap dispensers
- Clean all sinks inside and out, including faucets
- Clean mirrors.
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside, and clean all chrome
- Clean all stools inside and out, including all chrome
- Clean all shower faucets, walls, mirrors
- Wipe down lockers and towel hangers
- Wet mop floors daily with disinfectant
- Clean shower drain trough and drain cover
- Refill toilet paper holders as needed

B. WEEKLY

- Power scrub restroom, locker room and shower floors, making sure to clean next to walls, under sinks and urinals, and in stalls
- Buff linoleum floor in gym and meeting room areas

C. MONTHLY

- Vacuum under gravel mats in entryways
- Wipe down mopboards

D. YEARLY

- Qualified person to strip and wax or reseal linoleum with wax or sealer approved by the Building Technician
- Qualified person to shampoo all carpets

ANNEX & COMMUNITY DEVELOPMENT 8110 PARK VIEW BLVD

A. General Cleaning - Community Development Office (Daily) and Annex twice per week or as needed

- Vacuum all floor mats
- Vacuum all carpet (Tuesday, Thursday, Sunday) – approx. 3600 sq. ft.
- Sweep and Wet mop all tile floors (ring mop and change water as necessary so floors are not smeared)
 - Ceramic tile (all restrooms) – approx. 380 sq. ft.
 - Vinyl tile (break room, kitchen, entry's) – approx. 340 sq. ft.
- Sweep and mop brick floor in vestibule
- Clean entryway glass
- Empty all trash containers and replace liners as needed
 - (including sanitary napkin bins in women's stalls)
- Empty and clean ashtray at entrance
- **Clean Offices, Clerical Area, Conference Rooms, Training Room, and Break Rooms (This also applies to adjoining stair wells)**
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, can recycle containers, tops of partitions, counter tops,) , exterior of refrigerator and microwave.
******CLEAN ONLY CLEARED SPACES ON DESKS, CREDENZAS, FILE CABINETS, AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**
- Sweep or vacuum chair mats and under desks
- Check all conference rooms, clean as an office
- Clean all sinks
 - Polish stainless steel sinks
- Clean or dust paper towel dispensers, refill if less than ½ full
- Wipe front of cupboards if needed
- Clean walls and switch covers around light switches
- Check for and remove cobwebs as needed

Restrooms and Shower (5 total; 2 men's, 2 women's, 1 shower room)

- Clean walls, with additional emphasis by the light switches, sinks, soap dispensers, and under soap dispensers – including partitions
- Clean all sinks inside and out, including faucets
- Clean mirrors.
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside, and clean all chrome
- Clean all stools inside and out, including all chrome
- Clean shower faucet & walls
- Wet mop floors daily with disinfectant
- Clean shower drain
- Refill toilet paper holders as needed

B. WEEKLY

- Burnish all linoleum floors
- Window sills (whether facing out doors or interior of building)

C. MONTHLY

- Clean all mini-blinds
- Wipe down mop boards

D. YEARLY

- Qualified person to strip and wax or reseal linoleum if needed with wax or sealer approved by the Building Technician
- Qualified person to shampoo all carpets

**POLICE DEPARTMENT
7701 SOUTH 96TH STREET**

A. General Cleaning: Lobby, Offices, Clerical Area, Conference Rooms, Training Room and Break Room - Daily

- Empty wastebaskets and place trash in dumpster; replace liners as necessary
- Empty exterior urns and ashtrays
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, tops of partitions, counter tops, window sills, exterior of refrigerator and microwave.
- Sweep or vacuum chair mats and under desks
- Clean all doors around door knobs and push plates
- Remove all cobwebs at ceilings, corners, and crevices

****CLEAN ONLY CLEARED SPACES ON FILE CABINETS AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.

- Vacuum all carpeted floors including entry mats
- Spot Clean all carpeted floors as needed.
- Sweep and damp mop all hard surface floors with treated mop, and remove scuff marks
- Sweep and Wet mop all tile (rinsing mop and changing water as necessary so floors are not smeared). (During bad weather this may need to be done more than once)
 - Quarry tile (foyer) – approx. 800 sq. ft.
 - Ceramic tile (restrooms, community room) – approx. 1600 sq. ft.
 - VCT (copy room, break room, entry's) – approx. 550 sq. ft.
 - Epoxy floor in booking room, restroom and interview room – approx. 450 sq. ft.
 - Sweep and clean rubber sports floor in fitness – approx. 350 sq. ft.

Restroom Cleaning (RESTROOMS/LOCKER ROOMS (7 total; 3 men's, 2 women's, 2 locker rooms.

- Clean walls and counter tops (especially by the light switches and under soap dispensers) – includes bathroom door partitions
- Clean and refill soap dispensers, towel dispensers
- Clean all sinks inside and out, including faucets
- Clean mirrors
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside and clean all chrome
- Clean all stools inside and out, including all chrome
- Clean shower faucets/drains/walls
- Wet mop floors daily (with disinfectant)
- Refill toilet paper as needed
- Wipe down locker room benches and lockers
- Empty trash receptacles and replace liners as needed (including sanitary napkin bin in women's stalls)

B. WEEKEND SERVICE (Saturday and Sunday)

Breakroom

- Sweep and wet mop floors
- Clean and refill soap dispensers, towel dispensers
- Clean and disinfect sinks, countertops, and tables.
- Empty all trash

Restroom Cleaning

- Clean all stools inside and out, including all chrome using an acid type bowl cleaner
- Clean and refill soap dispensers, towel dispensers
- Clean all sinks inside and out, including faucets using an abrasive cleaner such as Ajax or a similar product
- Clean mirrors
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside and clean all chrome
- Empty all trash

Carpet Care

- Vacuum hallway carpet, Report Writing Room carpet

C. WEEKLY SERVICE (Fridays)

Window Washing and Glass Cleaning

- Clean entry doors glass inside and out
- Clean glass in Records, CIB and Administration
- Clean interior lobby windows and all interior door glass

Detention Area

- Clean restroom and interview rooms in detention area
- Clean both stools inside and out.

D. MONTHLY SERVICE (During Last Week of the Month)

- Vacuum under gravel mats in entryways
- Clean all mini-blinds.
- Power scrub restroom and shower floors, making sure to clean next to walls, under sinks and urinals, and in stalls

E. YEARLY (April or October)

- Strip and wax or reseal linoleum and quarry tile with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpet areas
- Deep clean and disinfect surfaces, sinks and floor in Break Room

**PUBLIC WORKS FACILITY
9900 PORTAL ROAD**

A. General Cleaning -Three nights of service per week, Monday, Wednesday and Friday.

- Empty trash and replace liners as needed.
 - Clean glass and mirrors.
 - Front entryway glass – inside and outside
 - Mirrors (5) – Front office restrooms, men’s and women’s locker room.
 - Vacuum carpet and mats.
 - Carpet in front office, director’s office, deputy director’s office, engineer’s office, street superintendent office, conference room – Approximately 1200 sq. ft.
 - Mats – (3) 4’ x 6’ (2) 3’ x 5’
 - Dust mop and wet mop tile floors. Approximately 2,240 sq. ft.
 - Front office including entryway, restrooms, storage room – 1050 sq. ft.
 - Shop Foreman office – 120 sq. ft.
 - Men’s Locker Room – 407 sq. ft.
 - Women’s Locker Room – 204 sq. ft.
 - Break Room – 459 sq. ft.
 - Clean sinks, toilets and urinals. Fill tissue, towel and soap dispensers as needed.
 - Front Office Restrooms: (2) sinks, (2) toilets, (4) tissue holders, (2) towel dispensers.
 - Men’s Locker Room: (2) toilets, (2) urinals, (1) multi-station sink, (4) tissue holders, (2) towel dispensers.
 - Women’s Locker Room: (2) toilets, (1) sink, (4) tissue holders, (1) towel dispenser, (2) sanitary napkin receptacles.
 - Clean drinking fountains.
 - Check for and remove cobwebs. All locations.
 - Break Room:
 - Wipe outside of refrigerator, ice machine, microwave and coffee pot machine.
 - Fill paper towel dispenser (1) as needed.
 - Dust tables, cabinets and vending machine.
 - Dust desks in offices, counter tops and file cabinets and Conference room table.
- **Clean only cleared spaces on desks, counter tops and file cabinets. Do not move or rearrange papers, books or personal items.**

B. MONTHLY

- Dust and clean walls and light fixtures in front office restrooms and locker rooms.
- Dust all window blinds and sills. Clean glass – inside only.

C. ALTERNATE ITEMS:

- Carpet cleaning when requested by City. Will include pre-treating of carpet before cleaning. City will remove all furniture and fixtures from carpet area prior to cleaning. Approximately 1200 sq. ft.

Service Fee for Carpet Cleaning - \$ _____

- Stripping and waxing tile floors when requested by City. City will remove all furniture and fixtures prior to cleaning. Approximately 2,240 total square footage.
 - Front office including entryway, restrooms. Approximately 1050 sq. ft.
 - Shop Foreman office. Approximately 120 sq. ft.
 - Break Room. Approximately 460 sq. ft.

Service Fee - \$ _____

- Men's and Women's Locker Rooms. Approximately 611 sq. ft.

Service Fee - \$ _____

**PARKS FACILITY
9810 HUPP DR**

A. General Cleaning - Three nights of service per week, Monday, Wednesday and Friday.

- Empty trash and replace liners as needed.
- Clean glass and mirrors.
 - Interior window.
 - Mirrors – Front office restroom, men's locker room and rear restroom.
- Vacuum carpet and mats.
 - Carpet in 3 offices – Approximately 460 sq. ft.
 - Mats
- Dust mop and wet mop tile floors. Approximately 1,300 sq. ft.
 - 1000 sq. ft. tile (front conference room, locker room, office, rear restroom)
 - 300 sq. ft. linoleum (front office restroom, hallway, kitchen)
- Clean sinks, toilets and urinals. Fill tissue, towel and soap dispensers as needed.
 - Front Office Restroom: (1) sinks, (1) toilet, (1) tissue holders, (2) towel dispensers.
 - Men's Locker Room: (2) toilets, (2) urinals, (2) sinks, (2) tissue holders, (2) towel dispensers.
 - Rear Restroom: (1) toilets, (1) sink, (1) tissue holders, (1) towel dispenser, (1) shower
- Check for and remove cobwebs. All locations.
- Break Room:
 - Wipe outside of refrigerator, microwave and coffee pot machine.
 - Fill paper towel dispenser as needed.
 - Dust tables & cabinets.
- Dust desks, counter tops and file cabinets in offices and conference room.
****Clean only cleared spaces on desks, counter tops and file cabinets. Do not move or rearrange papers, books or personal items.**

B. MONTHLY

- Dust and clean walls and light fixtures.
- Dust all window blinds and sills. Clean glass – inside only.

Professional Services Minimum Requirements

The following are minimum qualifications and licensing requirements that the Contractor must meet in order to be eligible to submit a bid. Responses must clearly show compliance to these minimum qualifications. The City reserves the right, but is not obligated, to obtain clarification from the Contractor if compliance to the minimum qualifications is not clear in the Contractor's response. The City without further consideration shall reject those that are not clearly responsive to these minimum requirements.

- Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities.
- Contractor shall have successfully performed at least two contracts of a similar scope with a public or private agency.

Non-Discrimination, Conflict of Interest and Residency Clauses

Non-Discrimination Clause: Pursuant to Neb Rev. Stat. § 73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with the Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. § et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat §48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

Conflict of Interest Clause: Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

Residency Verification: The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Licensing and Fees:

Contractor is responsible to be licensed in the State of Nebraska and City of La Vista. It is the responsibility of the contractor to pay for and maintain any licenses, fees, assessments, permits charges, etc. which are necessary for Contract performance.

Insurance Requirements:

The following insurance coverage shall be kept in force and shall be primary with respect to any insurance or self-insurance programs covering the City, supervisors, officials, agents, representatives, and employees.

Worker's Compensation and Employers Liability Insurance: The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance: Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance: Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance: Contractor shall furnish the City with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting the insurance coverage shall give the City at least thirty (30) days written notice in the effect of cancellation of, or material change in, any of the coverage. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the City.

Insurance Company: All insurance coverage herein required of Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the City, Contractor shall furnish evidence that the insurance company or companies being used by Contractor meet the minimum requirements listed in this section.

Subcontracting

Contractor may not subcontract the work to be performed, without prior written consent of the City. If such consent is granted, Contractor will retain responsibility for all work associated. Contractor must identify any subcontractors they intend to use in the execution of this contract.

Independent Contractor

Contractor shall at all times be an independent contractor and not an employee or agent of the City. Contractor, its offers, employees and agents shall at no time represent Contractor to be other than an independent contractor or represent themselves to be other than employees of Contractor.

Indemnity

Contractor shall indemnify and hold harmless the City, its officers, employees, and agents from all loss, claim, suits, or actions of every kind and character made upon or brought against the City, its officers, employees, agents, for or sustained by any party or parties as a result of any act, error, omission, or negligence of Contractor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this contract.

Personnel

Senior Supervisor: Contractor shall provide a Senior Supervisor who can be contacted seven (7) days a week, 24 hours a day. This individual shall be responsible for the overall management, coordination, and inspection of this contract and shall act as the central point of contact with the City. When work is being performed at times other than as described within; a supervisor will be designated to act for the Senior Supervisor.

Other Personnel: Contractor shall employ fully qualified, competent personnel, skilled in janitorial work. Contractor must provide a list of custodians and supervisory personnel that will be assigned to the City buildings. Personnel shall be consistent. The same personnel will clean the facility daily with 1-2 alternate personnel that will fill-in when needed. The City reserves the right to pre-approve all personnel being assigned to the City buildings.

Minors, including family members of Contractor and employees, shall not be on the City facilities during contract work hours and those under the age of 16 years are prohibited from any work under this contract.

Security and Confidentiality

All personnel will be required to have a background check, and successfully pass a controlled substance/drug test. The City will conduct the background check on all employees included on the list submitted by Contractor. All employees working in the Police Department facility must meet or exceed the Police Department security requirements. Cost of the substance/drug test shall be the responsibility of Contractor. Contractor will ensure that all personnel wear uniforms and are clearly identified with the company name and an employee identification picture. Contractor personnel will have access with either a key and security code or proximity card issued by the Building Technician. Copying of keys is prohibited. Any lost keys or proximity cards must be reported immediately upon discovery.

The Contractor shall ensure that all Contractor's personnel designated to work in the City facilities have the ability to perform their assigned duties in a reliable and trustworthy manner. The Contractor shall obtain personal Surety Bonds for each of the Contractor's employees assigned to perform work in the City office and shall provide written proof of such bonding within 10 days after award date.

All Contractor personnel designated to work in the City facilities shall have the ability to read and/or follow written and verbal instructions, and must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.

All Contractor personnel designated to work in the City facilities shall sign a release form to authorize background checks within ten (10) days after award date unless there are extenuating circumstances beyond the Contractor's control. If such circumstances occur, the City must be so advised in writing prior to the tenth (10th) day after award date and a new deadline approved by the City. The City will pay for the cost of the background checks during the term of the Agreement. The Contractor shall be responsible for all the costs of background checks for new or replacement personnel only if the City is unable to complete the background checks and has to contract the background checks through a third party. The City shall have sole authority in determining if Contractor personnel is qualified to provide services on City property.

Damage to Building

Building finishes that are soiled or damaged due to Contractor operations will be cleaned, repaired, restored, replaced, or otherwise returned to a condition not less than that existing prior to the damage at no cost to the City. Misuse, abuse, or repeated damage to the property due to negligence, carelessness, or willful act, shall be reason for default action.

Circumstances to be reported

Contractor or Contractor employees shall report any circumstances of needed repair of facility or of unusual soiling of an area which may affect the performance of the work or any delays or interference with the work caused by Contractor employees to the facility as soon as possible. Hazardous or unhealthful conditions shall be reported to the facility immediately upon discovery. Lost keys or proximity cards shall be reported immediately.

Lost and Found Property

It is the responsibility of Contractor to ensure that all articles of personal or facility property found by Contractor personnel while in the City facilities are turned in to the facility.

Inspection

The Senior Supervisor will be in charge of all inspections, which should be performed at least once per month. The City's Building Technician will also be performing spot checks. If the facility is not satisfactory, the Contractor's Senior Supervisor will be contacted and shall discuss options for improvement.

Contractor is to keep current with effective industry practices and incorporate those practices into the services provided if appropriate.

Material Safety Data Sheets (MSDS) aka Safety Data Sheets (SDS) under the Global Hazard System (GHS) shall be maintained by the Contractor for all chemical materials and supplies to be brought on site, as required by Federal, State and local polices and regulations. The Contractor shall submit copies to the City Building Technician for all hazardous materials prior to bringing the materials onsite. The Contractor shall provide to the City Building Technician an inventory of all hazardous materials brought onto City property. No hazardous material shall be brought on site without prior approval by the City Building Technician.

The Contractor must ensure employees working on this contract have documented Hazmat and Blood-borne pathogen training.

Attachment A – Janitorial Proposal Package

Submission Requirements: Responses should be clearly marked so that there is no doubt in the reader's mind what section the Contractor is responding to. Proposals should be thorough and detailed as possible so that City may properly evaluate your capabilities to provide the required goods/services. Contractors are required to submit the following items as a complete proposal:

Section A- Minimum Qualifications: submit (Attachment B) detailing how you meet the minimum qualification

Section B – Price: The Contractor should complete and return the pricing offer (Attachment C)

Section C - Technical Proposal

Management Plan

The management plan should be limited to no more than 10 typewritten pages, including any charts, resumes, lists, and brochures.

The Management plan should include:

- a. An organizational chart identifying key personnel both on site and off site identifying all individuals considered key to the success of this contract, and outline their roles and responsibilities and levels of authority;
- b. Describe your management approach and how it supports accomplishing the work described herein. Describe your proposed organization sufficiently to enable the evaluators to understand the proposed structure, staffing, distribution of authority, and distribution of work functions;
- c. Describe your Customer Service philosophy explaining your proposed methods and techniques for assessing and measuring customer needs, wants, preferences and degree of satisfaction;
- d. Describe your method of corrective action. Discuss your company's procedures for detecting causes of nonconformance, implementing corrections and making procedural changes to prevent reoccurrence;
- e. Describe your approach for the smoothest possible transition from the current contract and achieving full contract capability on the first day of the contract. Show how you will ensure the necessary staffing, equipment, materials and management systems will be in place.

Technical

1. Provide a statement of work that describes the tasks and processes that will be performed, the methodologies and techniques that will be used, and the personnel and non-personnel resources that will be applied to achieve the overall contract objectives and the functional results specified in RFP. The statement of work will describe the work requirements proposed by the Contractor to successfully meet the specified contract outcomes. State work task units and population and frequencies as appropriate to the work requirements;

2. Discuss the unique problems associated with City janitorial care and how the statement of work proposes to address them. Describe the performance metrics and the quality standards that will determine successful accomplishment of the work tasks, e.g., response times for emergencies, supply outages, etc.; and
3. For any non-recurring work, the proposal shall clearly state the hourly rate for such services.

References

Provide a list of no more than three (3) relevant active contract references with the following information:

- company name;
- contact name;
- phone number; and
- e-mail address.

Your company must have contracted with them for a minimum of 12 months or completed contracted work within the last three (3) years. Relevant contracts are defined as contracts for custodial services of the similar size and scope contemplated herein.

ATTACHMENT B - MINIMUM QUALIFICATIONS

Please check the applicable box to signify compliance or non-compliance to each minimum qualification. If you do comply, describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications is made from this document or a document with the same information.

Item #	Minimum Qualification	Complies	Does Not Comply	If you comply, describe how you meet the minimum qualification and attach necessary documentation.
1	Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities			
2	Contractor shall have successfully performed at least two contracts of a similar scope with a public or private agency.			

**Attachment C: Offer Sheet
City of La Vista
Title: Janitorial Services**

Facility	Monthly Rate
1. City Hall	
2. Community Center (Recreation Center)	
3. Annex and Community Development Building	
4. Police Department	
5. Public Works Facility	
6. Parks Facility	
Total	

1. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Contractor shall agree to all City Contract Terms and Conditions without exception.

2. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.

3. Any future contract price changes shall be in accordance with this RFP.

By submitting this proposal, the Contractor acknowledges he/she has read and understands the entire Request for Proposal (RFP) and agrees to comply with its terms and conditions. The Contractor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

Non-collusion: The undersigned declares under penalty of perjury that the bid/proposal submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named. That the bidder/Contractor has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding. Lastly, that said bidder/Contractor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address, City, State, Zip Code _____

Telephone Number _____ Fax Number _____

Email Address _____

Nebraska State Contractor's License No. _____ Date of Issue _____

Expiration Date _____ DUNNS Number _____

Unified Business Identifier (UBI) No. _____ Federal Tax Id No. _____

Full Legal Name of Company: _____

Signed By: _____

Printed Name: _____ Date: _____