

**LA VISTA CITY COUNCIL MEETING AGENDA**

**May 7, 2019**

**7:00 P.M.**

**Harold "Andy" Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamation – National Public Works Week**
- **Proclamation – National Police Week**
- **Service Award: John Helwig – 15 years**
- **Appointments**
  - Citizen Advisory Review Committee – Reappoint Jeff Schovanec, Nancy Thompson, Rick Burns, and Alan Nelson – 5 year term
  - Citizen Advisory Review Committee – Appoint Michael Narak – 5 year term
  - Board of Adjustment – Reappoint Brenda Carlisle – 3 year term

*All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the April 16, 2019 City Council Meeting**
3. **Request for Payment – City of Omaha – Sewer Fees – \$8,725.45**
4. **Request for Payment – Design Workshop – Professional Services – 84<sup>th</sup> Streetscape Plan – \$50,636.93**
5. **Request for Payment – DLR Group – Professional Services – City Centre Garage Security Planning – \$747.50**
6. **Request for Payment – Felsburg, Holt & Ullevig – Professional Services – Giles Signal Retiming – \$1,117.50**
7. **Request for Payment – Olsson – Professional Services – City Centre Lot 17 Parking Garage NE – \$345.00**
8. **Request for Payment – Olsson – Professional Services – City Centre Phase 1 Public Infrastructure – \$27,032.75**
9. **Request for Payment – Yano's Nursery – Maintenance Services – Thompson Creek – \$1,500.00**
10. **Approve Manager Application – Class D Liquor License – Costco Wholesale Corporation – Dale R. Robertson**
11. **Approval of Claims**

- **Sarpy County Economic Development Corporation – First Quarter Report**
- **Mayor's Youth Leadership Council – Community Project Report**
- **Reports from City Administrator and Department Heads**

**B. Resolution – City of La Vista & Nebraska Department of Transportation Acceptance of Relinquishment Agreement**

**C. Resolution – Fiber Optic Service Agreement – 84th Street Redevelopment Area – Parking District No. 2 – Structure No. 1**

**D. Resolution – Master Agreement – Communications Cable & Facilities – MCI metro Access Transmission**

**E. Resolution – Professional Services Agreement – 60th Anniversary**

**F. Resolution – Contract Award – Concession Stand Roof Replacement**

**G. Resolution – Change Order No. 1 – 84th Street Pavement Rehabilitation**

- H. Resolution – Change Order No. 1 – Park View Blvd. Resurfacing 72nd St. to 84th St.**
- I. Resolution – Change Order No. 2 – Civic Center Park Phase II**
- J. Resolution – Purchase – TASER Equipment**
- K. Resolution – Purchase – Bike, Rower and Lateral Trainer**
- **Comments from the Floor**
- **Comments from Mayor and Council**
- **Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to five minutes. We ask for your cooperation in order to provide for an organized meeting.



**PROCLAMATION  
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, public works services provided in the City of La Vista are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as sewers, streets and highways, public buildings, snow removal, park maintenance; and

WHEREAS, the health, safety and comfort of La Vista citizens greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the public works department is influenced by the public's attitude and understanding of the importance of their work.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 19 through May 25, 2019 as **NATIONAL PUBLIC WORKS WEEK** with the theme, *It Starts Here*, and call upon all citizens and civic organizations to recognize the contributions that public works staff and officials make every day to our health, safety and comfort.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7th day of May, 2019.



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

ATTEST:

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



**PROCLAMATION  
NATIONAL POLICE WEEK**

WHEREAS, in 1962, President Kennedy proclaimed May 15<sup>th</sup> as Peace Officers' Memorial Day, and the week in which May 15<sup>th</sup> falls as National Police Week; and

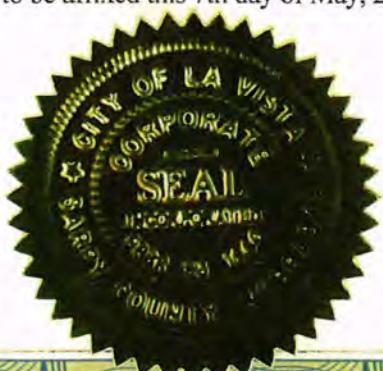
WHEREAS, the members of the La Vista Police Department play an essential role in safeguarding the rights and freedoms of La Vista; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the La Vista Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, call upon all citizens of La Vista and upon all patriotic, civic, and educational organizations to observe the week of May 12-18, 2019 as **NATIONAL POLICE WEEK** in La Vista and to commemorate law enforcement officers, past and present, who have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of La Vista to observe, May 15, 2019 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 7th day of May, 2019.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

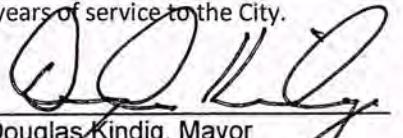
A CERTIFICATE OF APPRECIATION PRESENTED TO **JOHN HELWIG OF LA VISTA PUBLIC WORKS**, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **John Helwig** has served the City of La Vista since April 17, 2004; and

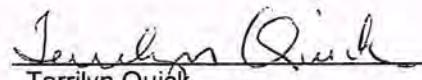
WHEREAS, **John Helwig's** input and contributions to the City of La Vista have contributed to the success of the City;

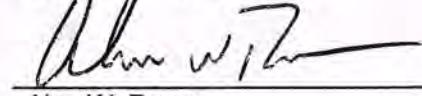
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **John Helwig** on behalf of the City of La Vista for 15 years of service to the City.

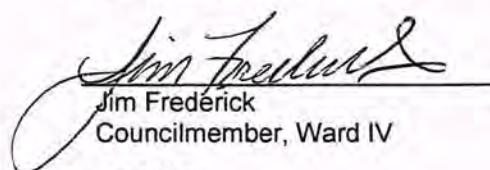
DATED THIS 7TH DAY OF MAY 2019.

  
Douglas Kindig, Mayor

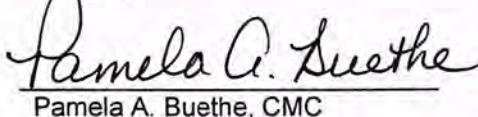
  
Kim J. Thomas  
Councilmember, Ward I

  
Terrilyn Quick  
Councilmember, Ward II

  
Alan W. Ronan  
Councilmember, Ward III

  
Jim Frederick  
Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk



# MINUTE RECORD

A-2

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

## LA VISTA CITY COUNCIL MEETING APRIL 16, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on April 16, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, City Engineer Kottmann, Director of Public Works Soucie, Finance Director Miserez, Library Director Barcal, Director of Administrative Services Pokorny, Community Development Director Birch, Recreation Director Stopak, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on April 3, 2019. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

### SERVICE AWARD – TIM KELLER – 15 YEARS

Mayor Kindig presented a service award to Tim Keller for 15 years of service to the City.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 2, 2019 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MARCH 21, 2019 PLANNING COMMISSION MINUTES
4. MONTHLY FINANCIAL REPORT – FEBRUARY 2019
5. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – LA VISTA QUIET ZONE AFFIRMATION – \$5,088.75
6. REQUEST FOR PAYMENT – HDR ENGINEERING INC. – PROFESSIONAL SERVICES – PUBLIC IMPROVEMENTS AND OTHER WORKS - \$7,663.29
7. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$11,759.43
8. REQUEST FOR PAYMENT – SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION – PROFESSIONAL SERVICES – 2018 ANNUAL INVESTMENT VISIONARY LEVEL – \$8,500.00
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$426.25
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS – \$2,677.25
11. RESOLUTION NO. 19-052 – APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS

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

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

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

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

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

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

## 12. APPROVAL OF CLAIMS

ABM SUPPLY, services	25.00
ACTION BATTERIES, maint.	144.32
ACTION SIGNS INC, maint.	163.75
AED ZONE, services	140.00
AMAZON.COM, services	59.97
ASPHALT & CONCRETE MATERIALS, maint.	4,538.11
BISHOP BUSINESS EQUIPMENT CO, supplies	208.60
BLACK HILLS ENERGY, utilities	1,845.38
CENTER POINT, INC, books	44.34
CENTURY LINK, phones	653.42
CENTURY LINK BUSN SVCS, phones'	145.11
CINTAS CORP, services	16.46
COMP CHOICE INC, services	127.50
CONTROL MASTERS INC, bld&grnds	393.42
CORNHUSKER INTL TRUCKS, maint.	1,340.58
COX COMMUNICATIONS, INC., services	277.40
CULLIGAN OF OMAHA, services	16.00
DIGITAL EXPRESS, services	63.90
DLR GROUP, services	1,495.00
EDGEWEAR SCREEN PRINTING, apparel	5,660.00
EN POINTE TECHNOLOGIES SALES, services	439.10
EXPRESS DISTRIBUTION LLC, supplies	40.98
EYMAN PLUMBING INC, bld&grnds	139.74
FASTENAL CO, services	242.40
FOCUS PRINTING, services	150.00
GALE, books	165.68
GCR TIRES & SERVICE, maint.	392.00
GENERAL FIRE & SAFETY, services	1,400.00
GENUINE PARTS CO, maint.	638.99
GRAYBAR ELECTRIC CO, supplies	296.64
GREATAMERICA FINANCIAL, services	1,216.50
H & H CHEVROLET LLC, maint.	285.44
HDR ENGINEERING INC, services	6,415.01
HOBBY LOBBY, supplies	32.99
INGRAM LIBRARY SERVICES, books	2,165.44
JOHNSTONE SUPPLY CO, bld&grds	85.65
KANOPY, INC, services	20.00
KRIHA FLUID POWER CO, maint.	33.84
LV COMM FOUNDATION, payroll	60.00
LARSEN SUPPLY CO, supplies	392.20
LIBRARY IDEAS LLC, media	3.00
LOGAN CONTRACTORS SUPPLY, supplies	190.59
LOU'S SPORTING GOODS, supplies	693.98
LUEDERS LOCK & KEY INC, bld&grds	91.00

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MARK A KLINGER, services	200.00
MARTIN ASPHALT - MONARCH OIL, services	1,616.90
MENARDS-RALSTON, maint.	217.35
MUD, utilities	55.21
MICHAEL A. CONDUFF, services	4,500.00
MIDWEST TAPE, media	350.85
MISEREZ, C., travel	247.00
MNJ TECHNOLOGIES, services	2,880.00
MOBOTREX, INC., services	1,400.00
NE SALT & GRAIN CO, services	6,870.32
ODEYS INC, services	476.00
OFFICE DEPOT INC, supplies	551.14
OPPD, utilities	49,355.09
OMAHA WINNELSON SUPPLY, bld&grds	147.18
OMAHA WORLD-HERALD, services	491.42
ONE CALL CONCEPTS INC, services	226.93
O'REILLY AUTO, maint.	106.99
PAPILLION SANITATION, services	1,112.46
PASTOR C PANTALEON JR, services	150.00
PER MAR SECURITY, services	834.39
PLAINS EQUIPMENT GROUP, maint.	1,209.31
SARPY COUNTY, services	4,207.68
SARPY COUNTY TREASURER, services	20,305.35
SIGN IT, services	90.00
SOUTH, R., travel	56.56
SOUTHERN UNIFORM & EQUIPMENT, apparel	400.23
SUNSET LAW ENFORCEMENT LLC, services	3,236.40
TODCO BARRICADE CO, services	850.00
TOSHIBA FINANCIAL, services	138.00
TRANS UNION RISK, services	50.00
TRUCK CENTER COMPANIES, maint.	14.04
TY'S OUTDOOR POWER, services	143.74
U.S. CELLULAR, phones	1,363.80
UNITE PRIVATE NETWORKS LLC, services	3,850.00
VERIZON CONNECT NWF, INC., phones	731.25
WESTLAKE HARDWARE, supplies	452.05
WHITE CAP CONSTR SUPPL, supplies	99.99
WICK'S STERLING TRUCKS INC, maint.	44.03

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Quick. Councilmember Sheehan reviewed the bills and stated everything was in order. He would like to see other cities contribute more to the Governance Training. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Director of Administrative Services Pokorny reported that the City will be sending a report on the TIF program to various entities as required by LB874. The report will be available for Council review in Dropbox. He also reported that the City received \$449,000 in special assessment fees from Southport West and John Q. Hammons.

Community Development Director Birch reported that Jeff Sinnett and Brad Baber have been helping with structure assessments in Sarpy County and Bellevue following the flooding.

Library Director Barcal introduced Jessy Colabello, Librarian I, and Ashley Wemhoff, Teen Coordinator.

Recreation Director Stopak reported that the City has over 19,000 candy-filled eggs for the Easter Egg Hunt on April 20th at the Sports Complex.

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Director of Public Works Soucie gave Council an updated list on the areas that have received asphalt. He also reported that Clean-Up Days will be April 25th – 28th with shredding services on Saturday, the 27<sup>th</sup> and that Public Works will start Summer Hours on April 29th.

## **B. ORDINANCE – RIGHT-OF-WAY VACATION – JOSEPHINE STREET EAST OF 69<sup>TH</sup> STREET (EBERLE-WALDEN PARK)**

Councilmember Sell introduced Ordinance No. 1344 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA VACATING, AND RESERVING AND RETAINING TITLE IN THE CITY TO, A PART OF JOSEPHINE STREET RIGHT-OF-WAY EAST OF SOUTH 69<sup>TH</sup> STREET, LOCATED IN THE NW 1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Frederick. The Mayor then stated the question, "Shall Ordinance No. 1344 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **C. RESOLUTION – EBERLE WALDEN PARK REPLAT**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 19-053 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR CERTAIN VACATED RIGHT-OF-WAY RETAINED BY THE CITY THAT IS LOCATED BETWEEN LOTS 125 AND 126 OF LA VISTA REPLAT TO BE REPLATTED AS LOT 1 OF EBERLE WALDEN PARK REPLAT, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., IN SARPY COUNTY, NEBRASKA.

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

WHEREAS, the City Engineer has reviewed the replat; and

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

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

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

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## D. RESOLUTION – ROW DEDICATION – VICINITY OF PORTAL RD2

Councilmember Frederick introduced and moved for the adoption of Resolution No. 19-054 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR PART OF THE PROPERTY IDENTIFIED AS TAX LOTS 9B1 and E1, LOCATED IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

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

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

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

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

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

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

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

## E. ROW DEDICATIONS – VICINITY OF PORTAL RD1

### 1. RESOLUTION – APPROVAL OF PLAT/DEDICATION – PARCEL 3

Councilmember Thomas introduced and moved for the adoption of Resolution No. 19-055 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR THE PROPERTY IDENTIFIED AS PARCEL 3, PART OF TAX LOT 20C LOCATED IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

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

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

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

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

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

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

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

## **2. RESOLUTION – APPROVAL OF PLAT/DEDICATION – PARCEL 4**

Councilmember Quick introduced and moved for the adoption of Resolution No.19-056 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR THE PROPERTY IDENTIFIED AS PARCEL 4, PART OF TAX LOT 20C LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

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

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

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

WHEREAS, the City Council recommends approval of the plat and dedication document, as detailed in Exhibit A, attached hereto and incorporated herein by this reference, for the parcel described as Parcel 4, Part of Tax Lot 20C located in the Northeast 1/4 of the Southeast 1/4 of Section 21, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska; and

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

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

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

## **3. RESOLUTION – APPROVAL OF PLAT/DEDICATION – PARCEL 8**

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-057 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING APPROVAL OF THE PLAT AND DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY FOR THE PROPERTY IDENTIFIED AS PARCEL 8, PART OF TAX LOT 20C LOCATED IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA AS IDENTIFIED IN THE ATTACHED EXHIBIT "A".

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

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

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

# MINUTE RECORD

April 16, 2019

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

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

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

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

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

## F. ORDINANCE – AMEND MUNICIPAL CODE § 33.25(A) REGULAR MEETING; QUORUM

Councilmember Thomas introduced Ordinance No. 1345 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 33.25; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Frederick moved for final passage of the ordinance which motion was seconded by Councilmember Thomas. Mayor Kindig stated Councilmember Hale wished to go on record to say she was not in agreement with this change. The Mayor then stated the question, "Shall Ordinance No. 1345 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: Sheehan. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## G. RESOLUTION – CHANGE ORDER NO. 10 – 84<sup>TH</sup> STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 1

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 19-058 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 10 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO EXTEND THE SUBSTANTIAL COMPLETION DATE OF WORK FOR THE CONTRACT BY 28 DAYS.

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

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

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 10 to the contract with

# MINUTE RECORD

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

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

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

## H. RESOLUTION – AMENDMENT NO. 6 – 84<sup>TH</sup> STREET PAVEMENT REHABILITATION

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-059 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER SIX TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE ADDITIONAL PROJECT MANAGEMENT AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR 84TH STREET PAVEMENT REHABILITATION IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$126,100.00.

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

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

WHEREAS, The total contract amount will be \$1,116,326.50; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number six to the professional services agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for 84th Street Pavement Rehabilitation in an additional amount not to exceed \$126,100.00.

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

## I. RESOLUTION – AGREEMENT – THE NATIONAL COMMUNITY SURVEY

Councilmember Sell introduced and moved for the adoption of Resolution No.19-060 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH THE NATIONAL RESEARCH CENTER, BOULDER, COLORADO TO ADMINISTER, ANALYZE AND REPORT THE RESULTS FROM THE NATIONAL COMMUNITY SURVEY IN AN AMOUNT NOT TO EXCEED \$17,825.00.

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

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

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

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

# MINUTE RECORD

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

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

## J. RESOLUTION – AGREEMENT – SPORTS FACILITY USE

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-061 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH TRIPLE CROWN SPORTS INC, FORT COLLINS, CO, TO ALLOW USE OF THE CITY SPORTS FACILITIES FOR A YOUTH BASEBALL TOURNAMENT AND SLUMPBUSTER EVENT.

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

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

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

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

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

## K. RESOLUTION – AGREEMENT – FIBER OPTIC SERVICE – 84<sup>TH</sup> STREET REDEVELOPMENT AREA – PARKING DISTRICT NO. 2, STRUCTURE NO. 1

The Mayor stated that staff has requested this item be tabled to a future meeting. Councilmember Sell motioned to table the item to a future meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

## L. RESOLUTION – MEMORANDUM OF UNDERSTANDING – DESIGN, OPERATIONS, AND MAINTENANCE OF THE 84TH STREET ADAPTIVE SIGNAL CONTROL PROJECT

Councilmember Thomas introduced and moved for the adoption of Resolution No.19-062 entitled: A RESOLUTION OF THE CITY OF LA VISTA, APPROVING AN EXTENDED AND MODIFIED MEMORANDUM OF UNDERSTANDING FOR 84TH STREET ADAPTIVE SIGNAL CONTROL TECHNOLOGY PROJECT FROM WEST CENTER ROAD IN OMAHA TO LINCOLN ROAD IN PAPILLION FOR AN ESTIMATED LOCAL COST NOT TO EXCEED \$57,939.00.

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

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

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

WHEREAS, the participating agencies will retain ownership and maintenance responsibilities; and

# MINUTE RECORD

April 16, 2019

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council do hereby approve an extended and modified Memorandum of Understanding with the City of Omaha for the 84th Street Adaptive Signal Control Technology Project on 84<sup>th</sup> Street from West Center Road in Omaha to Lincoln Road in Papillion for an estimated local cost not to exceed \$57,939.00 and authorize the Director of Public Works to execute the agreement.

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

## **M. RESOLUTION – AWARD CONTRACT – EASTERN NEBRASKA OFFICE ON AGING**

Councilmember Quick introduced and moved for the adoption of Resolution No.19-063 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition Program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program;

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

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

## **N. RESOLUTION – APPROVE CONTRACT – MCC/LV CENTER PARKING LOT REHABILITATION**

Councilmember Sell introduced and moved for the adoption of Resolution No.19-064 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE METROPOLITAN COMMUNITY COLLEGE CONTRACT WITH TR CONSTRUCTION, BENNINGTON, NEBRASKA FOR THE REHABILITATION OF THE NORTHEAST PARKING LOT AT THE METROPOLITAN COMMUNITY COLLEGE – SARPY CENTER / LA VISTA PUBLIC LIBRARY FOR A LOCAL COST NOT TO EXCEED \$294,653.70.

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

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

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

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

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

# MINUTE RECORD

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

Seconded by Councilmember Quick. Discussion was held regarding the remainder of the parking lot. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

## **O. RESOLUTION – PURCHASE - LAPTOP COMPUTERS**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 19-065 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF FOUR (4) LAPTOP COMPUTERS FROM DELL IN AN AMOUNT NOT TO EXCEED \$6,045.04.

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

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

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

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

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

## **P. POSITION DESCRIPTION UPDATE**

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

Councilmember Sell motioned to move Comments from the Floor up on the agenda ahead of item Q. Executive Session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **Q. EXECUTIVE SESSION – PERSONNEL**

At 7:41 p.m. Councilmember Crawford made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

Councilmember Hale arrived to take her seat at 7:42.

At 9:40 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public 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 MAYOR AND COUNCIL**

There were no comments from the Mayor and Council.

# MINUTE RECORD

April 16, 2019

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

At 9:40 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2019.

CITY OF LA VISTA

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

ATTEST:

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

May 7, 2019

## City of La Vista City Council Consent Agenda

## Omaha Sewer Tract Connection Fees

Address	Company	Amount Due to Omaha	GL Date	Amount in Liability Account	Difference	Remitted	Remitted to Account
12221-12229 West Giles Road	Pink Investments TNT Bldng; Shell Pkg	8,725.45	2/25/2019	\$ 8,725.45	\$ -		02.00.0052.001
		\$ -		\$ -	\$ -		02.00.0052.001
		\$ -		\$ -	\$ -		02.00.0052.001
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ 8,725.45	\$ -		

Payment Requested by: John Kottman

Approved by: Cindy Miserez  
Date: May 7, 2019All funds have been received from the Companies  
for remittance to OmahaAccounts Payable Note: Please enter a separate invoice for each company for each vendor.  
Vendor: City of Omaha  
Vendor Number: 00152  
Attention: Ronald L. Bartlett (PWks)Please Note Accounts Payable Instructions:  
Please include a copy of this worksheet and John Kottmann's letter with the check.  
Please enter a separate invoice for each amount listed with the address in the description field.



April 16, 2019

Mr. Ron Bartlett  
City of Omaha-EQCD  
5600 South 10<sup>th</sup> Street  
Omaha, NE 68107-3501

RE: Omaha-La Vista WSA  
Sanitary Sewer Connection Fee Reporting  
Quarter 1 of 2019

Ron:

In accordance with Amendment No. 3 to the wastewater service agreement between the City of Omaha and the City of La Vista, we are submitting this report for the first quarter of 2019. There was one building project with sewer connections in the service area for which fees are due to Omaha in the first quarter. I have enclosed a report form identifying the building and connection fee in the amount of \$8,725.45. If you have questions about this report, please contact me.

This submittal makes us current in the remittance of sewer connection fees to the best of my knowledge.

Also, for your information, I will be doing the Quarterly Report for the second quarter of 2019. After that, future reports will be submitted by Pat Dowse, who is taking my place here as La Vista City Engineer, so I anticipate that the transition will be seamless.

Submitted by:

John M. Kottmann, P.E.  
City Engineer

Enclosure

Cc Ms. Cindy Miserez, La Vista Finance Director w/encl  
Mr. Pat Dowse, City Engineer e/encl

City Hall  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p:402-331-4343  
f:402-331-4375

Community Development  
8116 Park View Blvd.  
p:402-593-6400  
f:402-331-4375

Fire  
8110 Park View Blvd.  
p:402-331-4748  
f:402-331-0410

Library  
9110 Giles Rd.  
p:402-537-3900  
f:402-537-3902

Police  
7701 South 96<sup>th</sup> St  
p:402-331-1582  
f:402-331-7210

Public Works  
9900 Cornhusker Rd.  
p:402-331-8927  
f:402-331-1051

Recreation  
8116 Park View Blvd.  
p:402-331-3455  
f:402-331-0299

**City Of La Vista**

**Remittance Calculation to Omaha**

**Quarterly Report to City of Omaha**

**Date**

10-Apr-19

Project	Legal	Address	Acres	La Vista		La Vista		Omaha	
				Units	Tract Fee Rate	Tract	Conn Fee Collected	Sr. Conn. Fee Remitted, 95%	
Multi-Family			0	\$1,064.00	\$	-	\$		
None			Units	per Unit					
Comm/Ind			0	\$7,407.00	\$	-	\$		
TNT Med Office Bldg	Lot 3, Gary & Debbie Pink No 3	12221 W Giles	1.24	\$7,407.00	\$	9,184.68	\$	8,725.45	
			Acres	per Acre					
			Total				\$	8,725.45	
							\$0.00	\$0.00	

Design Workshop, Inc.  
 Landscape Architecture  
 Planning  
 Urban Design

April 5, 2019  
 Invoice No: 0061491

Cindy Miserez  
 City of La Vista  
 8116 Parkview Blvd.  
 La Vista, NE 68128

**Current Invoice Total** **\$50,636.93**

Project 005806.00 84th Streetscape Plan  
 Professional Planning and Design Services.

**Professional Services from March 1, 2019 to March 31, 2019**

Task 010 Existing Context Survey & Mapping  
**Fee**

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
48,920.00	100.00	48,920.00	48,920.00	0.00

**Total Fee** **0.00**

**Total this Task** **0.00**

Task 020 Meetings  
**Fee**

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
73,130.00	100.00	73,130.00	73,130.00	0.00

**Total Fee** **0.00**

**Total this Task** **0.00**

Task 030 Conceptual Illustrative Plan  
**Fee**

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
63,740.00	100.00	63,740.00	63,740.00	0.00

**Total Fee** **0.00**

**Total this Task** **0.00**

Task 040 Selection of Preferred Streetscape Plan

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Consent Agenda 5/7/19 (m)

Project	005806.00	84th Streetscape Plan			Invoice	0061491		
<b>Fee</b>								
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
		55,245.00	100.00	55,245.00	55,245.00	0.00		
<b>Total Fee</b>					<b>0.00</b>			
<b>Total this Task</b>					<b>0.00</b>			
<hr/>								
Task	041	Additional Services #1 (Phase I)						
<b>Fee</b>		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
		4,999.00	100.00	4,999.00	4,999.00	0.00		
<b>Total Fee</b>					<b>0.00</b>			
<b>Total this Task</b>					<b>0.00</b>			
<hr/>								
Task	050	Meetings and Project Management						
<b>Fee</b>		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
		34,360.00	82.00	28,175.20	25,770.00	2,405.20		
<b>Total Fee</b>					<b>2,405.20</b>			
<b>Total this Task</b>					<b>\$2,405.20</b>			
<hr/>								
Task	060	Design Development						
<b>Fee</b>		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
		240,880.00	49.25	118,633.40	72,866.20	45,767.20		
<b>Total Fee</b>					<b>45,767.20</b>			
<b>Total this Task</b>					<b>\$45,767.20</b>			
<hr/>								
Task	070	Construction Documentation (Phase I)						
<b>Fee</b>		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing		
		118,940.00	0.00	0.00	0.00	0.00		

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	005806.00	84th Streetscape Plan			Invoice	0061491
		<b>Total Fee</b>				<b>0.00</b>
		<b>Total this Task</b>				<b>0.00</b>
<hr/>						
Task Fee	080	Bidding and Negotiation				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		22,935.00	0.00	0.00	0.00	0.00
		<b>Total Fee</b>				<b>0.00</b>
		<b>Total this Task</b>				<b>0.00</b>
<hr/>						
Task Fee	099	Reimbursable Expenses				
		Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
		33,250.00	90.5116	30,095.12	27,630.59	2,464.53
		<b>Total Fee</b>				<b>2,464.53</b>
		<b>Total this Task</b>				<b>\$2,464.53</b>
		<b>Total this Invoice</b>				<b><u>\$50,636.93</u></b>

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**APPROVED**

*AB 4-23-19*

*Consent agenda  
16-71-0935.001*

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

**Invoice**

listen.DESIGN.deliver  
 6457 Frances Street, Suite 200  
 Omaha, NE 68106  
 402-393-4100 Fax 402-393-8747

John Kottmann, PE  
 Director Public Works  
 City of La Vista  
 Email Inv: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)  
 9900 Portal Road  
 La Vista, NE 68128

April 10, 2019

Project No: 10-17105-20  
 Invoice No: 0160619

Project 10-17105-20 La Vista City Centre Garage Video Surv

Billing Period: March 1, 2019 to March 31, 2019

**Fee**

Total Fee	14,950.00		
Percent Complete	85.00	Total Earned	12,707.50
		Previous Fee Billing	11,960.00
		Current Fee Billing	747.50
		<b>Total Fee</b>	<b>747.50</b>
		<b>Total this Invoice</b>	<b>\$747.50</b> ←

**Outstanding Invoices**

Number	Date	Balance	
0160614	2/11/2019	1,495.00	
<b>Total</b>		<b>1,495.00</b>	<b>paid - Ischafers</b>

O.K. to pay

FMK 4-22-2019

15.71.0911.003

**Billings to Date**

	Current	Prior	Total
Fee	747.50	11,960.00	12,707.50
<b>Totals</b>	<b>747.50</b>	<b>11,960.00</b>	<b>12,707.50</b>

We appreciate your confidence in us and thank you in advance for your payment.  
 Being environmentally friendly, we encourage payments via Wire Transfer.  
 Routing number: 121000248 Account Number: 4945435436

Eric Kamin, PE

Consent Agenda 5/4/19 @

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.



## INVOICE

**Mail Payments to:**  
Dept 1539, PO Box 17180  
Denver, CO 80217  
phone: 303.721.1440  
email: accounting@fhueng.com

**Please note our new remittance address**

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

April 15, 2019  
Project No: 115453-13  
Invoice No: 24281

Project 115453-13 Giles Signal Retiming  
**Professional Services for the Period: February 1, 2019 to March 31, 2019**

### Professional Personnel

	Hours	Rate	Amount
Associate Meisinger, Mark	.50	190.00	95.00
Engineer IV Andersen, David	2.50	145.00	362.50
Intern I Adams, Timothy	12.00	55.00	660.00
Labor	15.00		1,117.50
<b>Total Labor</b>			<b>1,117.50</b>

Contract Limits	Current	Prior	To-Date
Total Billings	1,117.50	9,589.45	10,706.95
Contract Maximum			19,440.00
Remaining Contract			8,733.05

**TOTAL AMOUNT DUE** \$1,117.50 ←

### Billed-To-Date Summary

	Current	Prior	Total	
Labor	1,117.50	8,292.50	9,410.00	0.K. to pay
Expense	0.00	1,260.90	1,260.90	BNK 4-24-2019
In-House	0.00	36.05	36.05	
<b>Totals</b>	<b>1,117.50</b>	<b>9,589.45</b>	<b>10,706.95</b>	05.71.0901. 502

Project Manager David Andersen

Consent Agenda 5/7/19  
(re)

A-6

**Invoice**

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

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

O.K. to Pay  
 FMK 4-22-2019  
 15.71.0911.003

# olsson

April 15, 2019  
 Invoice No: 325996

**Invoice Total** **\$345.00**

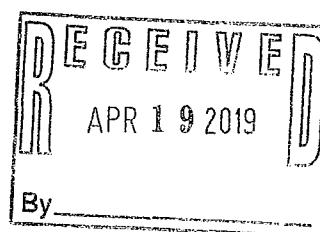
Olsson Project # 018-1994 La Vista City Centre Lot 17 Parking Garage NE  
 Professional services rendered through April 6, 2019 for work completed in accordance with Agreement dated April 30, 2018.

Phase 700 Reporting/Project Management

**Labor**

	Hours	Rate	Amount
Project Manager	3.00	115.00	345.00
Totals	3.00		345.00
<b>Total Labor</b>			<b>345.00</b>
<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	345.00	3,573.25	3,918.25
Limit			9,470.00
Balance Remaining			5,551.75
		<b>Total this Phase</b>	<b>\$345.00</b>
		<b>AMOUNT DUE THIS INVOICE</b>	<b>\$345.00</b>

Authorized By: Matthew Markham



Consent Agenda 5/7/19 @

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**

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

O.K. to pay  
 AFMK 4-29-2019  
 16.71.0909.003

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

# olsson

April 25, 2019  
 Invoice No: 327059

**Invoice Total** **\$27,032.75**

Olsson Project # B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure

Professional services rendered March 10, 2019 through April 6, 2019 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16

City of La Vista Project No. CD-17-008

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

**Labor**

	Hours	Rate	Amount
Doty, Jennifer	.25	73.00	18.25 ✓
Egelhoff, Anthony	1.75	176.00 ✓	308.00 ✓
Niewohner, Philip	2.00	88.00 ✓	176.00 ✓
<b>Totals</b>	<b>4.00</b>		<b>502.25</b>
<b>Total Labor</b>			<b>502.25</b>
			<b>Total this Phase</b> <b>\$502.25</b> ✓

Phase 400 Construction Services (Including Amendments 3 & 5)

**Labor**

	Hours	Rate	Amount
Assistant Engineer Turek, Zachary	20.50	80.00	1,640.00 ✓
Associate Surveyor Hanna, Daniel	9.25	110.00	1,017.50 ✓
2-Man Survey Crew Keuck, Quentin	15.50	150.00	2,325.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 5/7/19 *(re)*

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	327059
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Team/Technical Leader				
Egelhoff, Anthony	4.00	176.00	704.00	/
Underwood, James	7.00	176.00	1,232.00	/
Construction Services Senior Technician				
Markham, Matthew	21.50	80.00	1,720.00	/
Totals	77.75		8,638.50	
<b>Total Labor</b>				<b>8,638.50</b>
		<b>Total this Phase</b>	<b>\$8,638.50</b>	/

Phase	401	Construction Services 1B (Incl Amendment 3)
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		<b>Total this Phase</b>	<b>0.00</b>
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Phase	402	SWPPP Inspections (Including Amendment 5)
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<b>Fee</b>		
Number of Mo Insp Fees	1.00	
Fee Each	800.00	
Subtotal	800.00	

	<b>Subtotal</b>	<b>800.00</b>
	<b>Total this Phase</b>	<b>\$800.00</b>

Phase	900	Expenses (Including Amendment 5)
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#### Reimbursable Expenses

Personal Vehicle Mileage	22.62	
<b>Total Reimbursables</b>	<b>22.62</b>	<b>22.62</b>

#### Unit Billing

Field Vehicle	23.0 Miles @ 0.75	17.25
Field Vehicle	27.0 Miles @ 0.75	20.25
Field Vehicle	178.0 Miles @ 0.75	133.50
Survey Supplies		143.35
<b>Total Units</b>	<b>314.35</b>	<b>314.35</b>
	<b>Total this Phase</b>	<b>\$336.97</b>

Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey
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	<b>Total this Phase</b>	<b>0.00</b>
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Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

		<b>Total this Phase</b>	<b>0.00</b>
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Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process		
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**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
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Egelhoff, Anthony	.50	176.00	88.00
Totals	.50		88.00
<b>Total Labor</b>			<b>88.00</b>

	<b>Total this Phase</b>	<b>\$88.00</b>
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Phase	913	Amendment 1 Pavement Rehabilitation Project Management		
-------	-----	--	--	--

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
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Egelhoff, Anthony	1.25	176.00	220.00
Golka, Michael	8.75	121.00	1,058.75
Totals	10.00		1,278.75
<b>Total Labor</b>			<b>1,278.75</b>

	<b>Total this Phase</b>	<b>\$1,278.75</b>
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Phase	915	Amendment 1 Pavement Rehabilitation Expenses		
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**Reimbursable Expenses**

Personal Vehicle Mileage	7.54
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<b>Total Reimbursables</b>	<b>7.54</b>
----------------------------	-------------

<b>7.54</b>
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**Unit Billing**

Field Vehicle	7.0 Miles @ 0.75	5.25
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Field Vehicle	9.0 Miles @ 0.75	6.75
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Field Vehicle	8.0 Miles @ 0.75	6.00
---------------	------------------	------

Field Vehicle	17.0 Miles @ 0.75	12.75
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Field Vehicle	19.0 Miles @ 0.75	14.25
---------------	-------------------	-------

<b>Total Units</b>	<b>45.00</b>	<b>45.00</b>
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	<b>Total this Phase</b>
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<b>\$52.54</b>
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Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	327059
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Phase 920 Amendment 1 Access Improvements Topographic Survey

**Total this Phase** **0.00**

Phase 921 Amendment 1 Access Improvements Design

**Total this Phase** **0.00**

Phase 922 Amendment 1 Access Improvements Bidding Documents & Processing

**Total this Phase** **0.00**

Phase 923 Amendment 1 Access Improvements Project Management

#### **Labor**

	Hours	Rate	Amount
Rolling, Christopher	1.50	185.00	277.50
Totals	1.50		277.50
<b>Total Labor</b>			<b>277.50</b>
			<b>Total this Phase</b> <b>\$277.50</b>

Phase 925 Amendment #1 Access Improvements Expenses

#### **Unit Billing**

Field Vehicle	245.32 Miles @ 0.75	183.99
Field Vehicle	101.0 Miles @ 0.75	75.75
<b>Total Units</b>		<b>259.74</b>
		<b>Total this Phase</b> <b>\$259.74</b>

Phase 930 Amendment #4 84th Street Pavement & Sewers

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	327059
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**Labor**

	Hours	Rate	Amount
Team/Technical Leader			
Egelhoff, Anthony	2.00	176.00	352.00
<b>Totals</b>	2.00		352.00
<b>Total Labor</b>			<b>352.00</b>

**Unit Billing**

Compressive Strength - Concrete			
5 Tests @ \$15/Test		75.00	
<b>Total Units</b>		<b>75.00</b>	<b>75.00</b>
		<b>Total this Phase</b>	<b>\$427.00</b>

Phase	940	Amendment #6 Pavement Rehabilitation Construction Services
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**Labor**

	Hours	Rate	Amount
Technician	55.75	60.00	3,345.00
Project Manager	1.50	115.00	172.50
Assistant Engineer	31.25	90.00	2,812.50
Associate Surveyor	3.25	110.00	357.50
Team/Technical Leader	13.50	176.00	2,376.00
Construction Services Senior Technician	53.00	90.00	4,770.00
Administrative	1.00	73.00	73.00
<b>Totals</b>	159.25		13,906.50
<b>Total Labor</b>			<b>13,906.50</b>

**Unit Billing**

Compressive Strength - Concrete			
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
5 Tests @ \$15/Test		75.00	
5 Tests @ \$15/Test		75.00	
5 Tests @ \$15/Test		75.00	
<b>Total Units</b>		<b>465.00</b>	<b>465.00</b>
		<b>Total this Phase</b>	<b>\$14,371.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	27,032.75	844,822.97	871,855.72
Limit			990,226.50
Balance Remaining			118,370.78

AMOUNT DUE THIS INVOICE **\$27,032.75**

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	327059
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**Outstanding Invoices**

Number	Date	Balance
324291	3/22/2019	11,759.43
<b>Total</b>		<b>11,759.43</b>

Email Invoices to: [jkottmann@cityoflavista.org](mailto:jkottmann@cityoflavista.org)

Authorized By: Anthony Egelhoff

A-9

Yano's Nursery  
 5240 S 192nd St  
 Omaha, NE 68135-2000  
 (402) 895-1535  
 nick@yanosnursery.com  
 http://yanosnursery.com

# Invoice



BILL TO  
 City of La Vista  
 9900 Portal Rd.  
 La Vista, NE 68128

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
7452	04/12/2019	\$1,500.00	04/12/2019	Due on receipt	
PROJECT NAME	ATTN		CREATED BY		
Thompson Creek	John Kottman		Jim		
DATE	ACTIVITY		QTY	RATE	AMOUNT
04/12/2019	Commercial Contract:As Per Contract Spring Maintenance (As Per Agreement)		1	1,500.00	1,500.00T
We Appreciate Your Business!					
			SUBTOTAL		1,500.00
			TAX (0%)		0.00
			TOTAL		1,500.00
			BALANCE DUE		<b>\$1,500.00</b>

O.K. to pay  
 JMK 4-23-2019  
 02.43.0505

Consent Agenda 5/7/19  
 @



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

---

**TO:** Pam Buethe, City Clerk

**FROM:** Chief Robert S. Lausten

**DATE:** April 23, 2019

**RE:** LOCAL BACKGROUND- MANAGER  
COSTCO

**CC:**

---

The police department reviewed the Nebraska Liquor Control Commission documents completed by the applicant and conducted a check of local records relating to the Manager Application for Dale Robertson. Robertson has no criminal record in Sarpy County.

As with all Nebraska Retail Liquor Licenses, I am asking that the applicant strictly conform to Nebraska Liquor Control Commission rules and regulations under (Sec 53-131.01) Nebraska Liquor Control Act.

**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**RECEIVED**

APR 16 2019

NEBRASKA LIQUOR  
CONTROL COMMISSION

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: COSTCO WHOLESALE CORPORATION

**Premise information**

Liquor License Number: 119793 Class Type D (if new application leave blank)

Premise Trade Name/DBA: COSTCO WHOLESALE 1237

Premise Street Address: 12515 PORTSIDE PKWY

City: LA VISTA County: SARPY Zip Code: 68128

Premise Phone Number: (402) 378-7398

Premise Email address: W01237MGR@COSTCO.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Gail E. Tsubol  
AVP / Assistant Secretary

Last Name: Robertson First Name: Dale MI: R  
Home Address: 8015 S 199th St  
City: Gretna County: Sarpy Zip Code: 68028  
Home Phone Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: Lancaster, CA  
Email address: dale.robertson 205@gmail.com

YES

NO

Spouses Last Name: Robertson First Name: Diana MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: Chicago, IL

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Alsip, IL	2015	2018	Alsip, IL	2015	2018
Chicago Ridge, IL	2008	2015	Chicago, IL	2001	2015

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	Current	Costco Wholesale	Dick Snyder	630-581-6200

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES  NO

IF YES, list the name of the premise(s):

---

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES  NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: 24782 Name on Certificate: Dale Robertson

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
<u>Dale Robertson</u>	<u>03/2019</u>	<u>Nebraska Alcohol Server/Seller Certification</u>

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
<u>Dale Robertson / GM</u>	<u>6/2001 - Current</u>	<u>Costco Wholesale - 12515 Portside Pkwy La Vista, NE, 68128</u>

5. Have you enclosed form 147 regarding fingerprints?

YES  NO

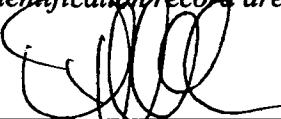
Form 103  
Rev July 2018  
Page 5 of 6

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant

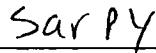


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

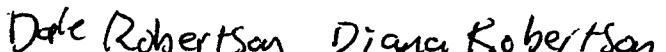
County of



The foregoing instrument was acknowledged before me this

March 29<sup>th</sup> 2019

date

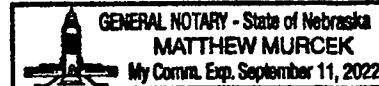
by   
NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature



Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

# Certificate of Completion

This is to certify that

## Dale Robertson

has successfully completed the following  
**HOSPITALITYexam.com course and examination**

**Course Name:** Nebraska Alcohol Server/Seller Certification



Edward D McLean, Administrator  
[www.HOSPITALITYexam.com](http://www.HOSPITALITYexam.com)

Date: 03/01/2019  
Expiration: 36 Months  
Certificate #: 24782  
Birth Date: 06/16/1982

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
129382	04/18/2019	FELSBURG HOLT & ULLEVIG INC	5,088.75	N
129383	04/18/2019	HDR ENGINEERING INC	7,663.29	N
129384	04/18/2019	OLSSON, INC.	11,759.43	N
129385	04/18/2019	SARPY COUNTY ECONOMIC DEV. COR	8,500.00	N
129386	04/18/2019	THOMPSON DREESSEN & DORNER, IN	3,103.50	N
129387	04/19/2019	KATHARINE L VARBLE	269.08	N
129388	04/29/2019	BAXTER CHRYSLER JEEP, INC.	898.00	N
129389	05/07/2019	88 TACTICAL BUILDING GROUP LLC	695.00	N
129390	05/07/2019	A-RELIEF SERVICES INC	338.00	N
129391	05/07/2019	AA WHEEL & TRUCK SUPPLY INC	246.00	N
129392	05/07/2019	ACCO UNLIMITED CORPORATION	83.55	N
129393	05/07/2019	ACTION BATTERIES UNLTD INC	191.97	N
129394	05/07/2019	AED ZONE	209.00	N
129395	05/07/2019	AMAZON.COM SERVICES, INC.	117.77	N
129396	05/07/2019	APWA-AMER PUBLIC WORKS ASSN	850.00	N
129397	05/07/2019	ARCMATE MANUFACTURING CORP	750.34	N
129398	05/07/2019	AT&T MOBILITY LLC	93.72	N
129399	05/07/2019	BENNETT REFRIGERATION INC	458.93	N
129400	05/07/2019	BISHOP BUSINESS EQUIPMENT COMPA	1,564.91	N
129401	05/07/2019	BLACK HILLS ENERGY	3,606.52	N
129402	05/07/2019	BOBCAT OF OMAHA	132.66	N
129403	05/07/2019	BOOT BARN	118.99	N
129404	05/07/2019	BRYAN HILL ENTERTAINMENT	495.00	N
129405	05/07/2019	BRYAN HILL ENTERTAINMENT	495.00	N
129406	05/07/2019	BUETHE, PAM	110.10	N
129407	05/07/2019	CENTER POINT, INC.	364.32	N
129408	05/07/2019	CENTURY LINK	476.85	N
129409	05/07/2019	CENTURY LINK BUSN SVCS	190.55	N
129410	05/07/2019	CINTAS CORPOTATION	31.19	N
129411	05/07/2019	CITY OF OMAHA	188,305.42	N
129412	05/07/2019	CITY OF PAPILLION	11,643.12	N
129413	05/07/2019	CITY OF PAPILLION	170,752.00	N
129414	05/07/2019	COLIBRI SYSTEMS NORTH AMER INC	1,165.80	N
129415	05/07/2019	COMP CHOICE INC	202.50	N
129416	05/07/2019	CORNHUSKER INTL TRUCKS INC	37.73	N
129417	05/07/2019	CREATIVE PRODUCT SOURCE INC	131.10	N
129418	05/07/2019	CULLIGAN OF OMAHA	70.25	N
129419	05/07/2019	CUMMINS CENTRAL POWER LLC	705.33	N
129420	05/07/2019	DANIELSON TECH SUPPLY INC	1,603.69	N
129421	05/07/2019	DI MAURO, JAYSON	168.00	N
129422	05/07/2019	DIAMOND VOGEL PAINTS	202.90	N
129423	05/07/2019	DILLON BROS MOTORSPORTS	722.32	N
129424	05/07/2019	DULTMEIER SALES LLC	317.62	N
129425	05/07/2019	EDGEWEAR SCREEN PRINTING	278.80	N
129426	05/07/2019	EMBLEMIS INC	172.50	N
129427	05/07/2019	EN POINTE TECHNOLOGIES SALES	1,632.00	N
129428	05/07/2019	EXPRESS DISTRIBUTION LLC	46.86	N
129429	05/07/2019	EYMAN PLUMBING INC	3,095.82	N
129430	05/07/2019	FBG SERVICE CORPORATION	5,965.00	N
129431	05/07/2019	FIRST NATIONAL BANK FREMONT	12,317.50	N
129432	05/07/2019	FITZGERALD SCHORR BARMETTLER	74,657.10	N
129433	05/07/2019	GALE	239.90	N
129434	05/07/2019	GCR TIRES & SERVICE	313.58	N
129435	05/07/2019	GENERAL FIRE & SAFETY EQUIP CO	785.00	N
129436	05/07/2019	GRAYBAR ELECTRIC COMPANY INC	1,412.79	N
129437	05/07/2019	HANEY SHOE STORE	106.99	N
129438	05/07/2019	HEARTLAND PAPER	997.00	N
129439	05/07/2019	HERRICK, ANGELA DAWN	80.00	N
129440	05/07/2019	HOME DEPOT CREDIT SERVICES	134.56	N
129441	05/07/2019	INGRAM LIBRARY SERVICES	2,590.88	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
129443	05/07/2019	JENNIFER VILLANUEVA	43.00	N
129444	05/07/2019	JOHNSON CONTROLS FIRE PROTECTIO	1,302.50	N
129445	05/07/2019	KRIHA FLUID POWER CO INC	136.86	N
129446	05/07/2019	KUBOTA OF OMAHA	156.86	N
129447	05/07/2019	LABRIE, DONALD P	150.00	N
129448	05/07/2019	LARSEN SUPPLY COMPANY	479.40	N
129449	05/07/2019	LAUSTEN JR ROBERT S	1,360.00	N
129450	05/07/2019	LIBRARY IDEAS LLC	444.20	N
129451	05/07/2019	LOGAN CONTRACTORS SUPPLY	150.84	N
129452	05/07/2019	LOU'S SPORTING GOODS	987.50	N
129453	05/07/2019	MARCO INCORPORATED	141.88	N
129454	05/07/2019	MARTIN ASPHALT - MONARCH OIL	1,036.00	N
129455	05/07/2019	MCCANN PLUMBING SERVICE INC	89.00	N
129456	05/07/2019	MENARDS-RALSTON	362.36	N
129457	05/07/2019	METRO AREA TRANSIT	1,587.00	N
129458	05/07/2019	METROPOLITAN COMMUNITY COLLEG	16,369.11	N
129459	05/07/2019	METROPOLITAN UTILITIES DIST.	2,417.51	N
129462	05/07/2019	MID AMERICAN SIGNAL INC	920.00	N
129463	05/07/2019	MID-WEST MILITARY REAL ESTATE, LLC	40.00	N
129464	05/07/2019	MIDWEST TAPE	484.06	N
129465	05/07/2019	MSC INDUSTRIAL SUPPLY CO	35.94	N
129466	05/07/2019	NAFTO	450.00	N
129467	05/07/2019	NATIONAL ENTERTAINMENT TECH INC	1,150.00	N
129468	05/07/2019	NE DEPT OF LABOR-WORKFORCE DEV	4,376.50	N
129469	05/07/2019	NEBRASKA SALT & GRAIN COMPANY	34,189.08	N
129470	05/07/2019	NEWMAN TRAFFIC SIGNS INC	834.73	N
129471	05/07/2019	NIGHT FLYER GOLF INC	337.50	N
129472	05/07/2019	NMC EXCHANGE LLC	3,167.06	N
129473	05/07/2019	NOVA FITNESS EQUIPMENT CO	171.50	N
129474	05/07/2019	OCLC INC	155.39	N
129475	05/07/2019	OFFICE DEPOT INC	1,152.30	N
129477	05/07/2019	OMAHA PUBLIC POWER DISTRICT	6,047.61	N
129479	05/07/2019	OMAHA WINNELSON SUPPLY	98.00	N
129480	05/07/2019	OMAHA WORLD-HERALD	569.50	N
129481	05/07/2019	PAY-LESS OFFICE PRODUCTS INC	1,202.21	N
129482	05/07/2019	PCS MOBILE	1,565.00	N
129483	05/07/2019	PER MAR SECURITY SERVICES	795.00	N
129484	05/07/2019	PETTY CASH-PAM BUETHE	266.72	N
129485	05/07/2019	PITNEY BOWES GLOBAL FIN SVCS	526.71	N
129486	05/07/2019	PLAINS EQUIPMENT GROUP	986.96	N
129487	05/07/2019	POKORNY, KEVIN L	281.00	N
129488	05/07/2019	PUBLIC AGENCY TRAINING COUNCIL	495.00	N
129489	05/07/2019	PULTE, WILLIAM C.	1,550.00	N
129490	05/07/2019	RAINBOW GIRLS SOFTBALL LEAGUE	1,240.00	N
129491	05/07/2019	RALSTON ADVERTISING	686.00	N
129492	05/07/2019	RED WING BUSINESS ADVANTAGE ACC	300.00	N
129493	05/07/2019	ROWMAN & LITTLEFIELD PUBLISHING	46.58	N
129494	05/07/2019	RUHGE, RANDY	1,500.00	N
129495	05/07/2019	SAFARILAND, LLC	2,148.38	N
129496	05/07/2019	SAPP BROS PETROLEUM INC	1,944.25	N
129497	05/07/2019	SARPY COUNTY TREASURER	13,396.76	N
129498	05/07/2019	SCHEMMER ASSOCIATES INC	1,520.00	N
129499	05/07/2019	SETCOM CORPORATION	2,640.45	N
129500	05/07/2019	SMALL, BRADY	168.00	N
129501	05/07/2019	SOUTHEAST AREA CLERK'S ASSOCIATI	20.00	N
129502	05/07/2019	SOUTHERN UNIFORM & EQUIPMENT	578.41	N
129503	05/07/2019	STOLTENBERG NURSERIES	192.00	N
129504	05/07/2019	SUPER SEER CORPORATION	920.80	N
129505	05/07/2019	SUPERIOR SIGNALS INC	108.56	N
129506	05/07/2019	SUSPENSION SHOP INCORPORATED	1,155.97	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
129507	05/07/2019	THE LIBRARY STORE INC	99.29	N
129508	05/07/2019	TRACTOR SUPPLY CREDIT PLAN	18.99	N
129509	05/07/2019	TROUT, DONNA L	480.00	N
129510	05/07/2019	UNITE PRIVATE NETWORKS LLC	3,850.00	N
129511	05/07/2019	UNITED DISTRIBUTORS INC	78.48	N
129512	05/07/2019	VERIZON WIRELESS	209.27	N
129513	05/07/2019	VIERREGGER ELECTRIC COMPANY	395.00	N
129514	05/07/2019	WAL-MART COMMUNITY BRC	1,030.48	N
129515	05/07/2019	WESTLAKE HARDWARE INC NE-022	35.54	N
129516	05/07/2019	WESTLAKE HARDWARE INC NE-022	1,783.84	N
TOTAL:				655,365.32

APPROVED BY COUNCIL MEMBERS ON: 05/07/2019

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITY OF LA VISTA & NEBRASKA DEPT. OF TRANSPORTATION-ACCEPTANCE OF RELINQUISHMENT AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

#### **SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a Relinquishment Agreement with the State of Nebraska, Department of Transportation (“NDOT”) setting forth the terms and conditions related to shifting the jurisdictional responsibility for State Highway 85, commonly known as 84<sup>th</sup> Street, from Harrison Street to Giles Road from the State of Nebraska to the City of La Vista.

#### **FISCAL IMPACT**

The City will no longer receive the annual payment from the NDOT for surface maintenance of 84<sup>th</sup> Street. *In the most recent agreement, that payment is \$8,400.* In addition, the City will become responsible for maintenance of the traffic signals on 84<sup>th</sup> Street.

#### **RECOMMENDATION**

Approval

#### **BACKGROUND**

Throughout the planning process for the redevelopment of the 84<sup>th</sup> Street corridor, the City has desired to obtain control of 84<sup>th</sup> Street to allow for changes that would support the new developments. In response to the City’s request, the NDOT has prepared an agreement and a Memorandum of Understanding that outline the details and various conditions associated with this transition. The proposed Agreement, including the Memorandum of Understanding, is provided herewith.

The NDOT will retain ownership of the right-of-way, which means that new access points will require approval from the NDOT. 84<sup>th</sup> Street will also remain on the National Highway System which requires the NDOT to monitor the condition of the roadway as part of its annual report to the FHWA. Advertising restrictions will remain but are typically no more restrictive than local regulations. The City will be able to adjust speed limits and conduct landscaping improvements subject to consideration of applicable safety regulations. The NDOT has agreed to continue to participate in the current 84<sup>th</sup> Street Rehabilitation project and will pay for the construction cost of the pavement patching and asphalt overlay on the four through-lanes.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) SHIFTING THE JURISDICTIONAL RESPONSIBILITY FOR STATE HIGHWAY N85 (84<sup>th</sup> STREET) FROM HARRISON STREET TO GILES ROAD.

WHEREAS, the City desires to enter into a relinquishment agreement with the Nebraska Department of Transportation (NDOT) to shift jurisdictional responsibility for State Highway N85 (84<sup>th</sup> Street) Harrison Street to Giles Road from the State of Nebraska to the City of La Vista; and

WHEREAS, on May 15, 2018, the City Council approved Resolution No. 18-068 authorizing that a letter be sent to the NDOT requesting the relinquishment of La Vista's portion of State Highway N85; and

WHEREAS, the Relinquishment Agreement and Memorandum of Understanding detail the terms, conditions and responsibilities associated with this transaction;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a Relinquishment Agreement and Memorandum of Understanding with the Nebraska Department of Transportation (NDOT) shifting the jurisdictional responsibility for State Highway N85 (84<sup>th</sup> Street) from Harrison Street to Giles Road.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**NOTICE OF OFFER TO RELINQUISH JURISDICTIONAL CONTROL,  
RESPONSE TO OFFER, PETITION OF CITY, WAIVER OF RIGHTS AND  
NEGOTIATED MOU OF THE PARTIES**

This Notice of Offer to Relinquish Jurisdictional Control, Response to the Offer, Petition of City, Waiver of Rights, and Negotiated MOU of the Parties is between the State of Nebraska, Department of Transportation, hereinafter "State" or "NDOT" and the City of La Vista, hereinafter, "City" or "La Vista". The State and City are collectively referred to herein as "Parties".

WHEREAS, Nebraska State Highway 85 (N-85) is a 5.01-mile long route on the State Highway System located in Sarpy and Douglas Counties, N-85 is also commonly known as part of 84<sup>th</sup> Street in the Omaha metropolitan area); and

WHEREAS, N-85 begins at its intersection with State Highway N-370 to the south (reference post 0+00) and extends to the north ending at Nebraska State Highway US-275 (reference post 5+01); and

WHEREAS, N-85 passes in or through the Cities of Papillion, La Vista, Ralston and Omaha; and

WHEREAS, the portion of N-85 located within the City of La Vista is the part from Giles Road to the south (Reference Post (R.P.) 2.51) to Harrison Street at the northern end (R.P. 3.51), (see Attachment "A", attached hereto and hereby made a part of this agreement); and

WHEREAS, the State is required under Neb. Rev. Stat. §39-2103 to connect the City with a rural state highway; and

WHEREAS, the requirement to provide state highway service to the City of La Vista, is satisfied by Nebraska's Interstate Highway 80 (I-80) and by N-85; and

WHEREAS, the State currently has jurisdictional responsibility over all of N-85 including the part located within the city limits of La Vista, See Attachment "A"; and

WHEREAS, N-85 effectively serves important metropolitan transportation needs, but no longer serves as much of a state-wide transportation purpose; and

WHEREAS, the Parties agree that the jurisdictional responsibility for the portion of N-85 now within the City limits should be shifted from the State to the City as shown in Attachment "A", and

WHEREAS, this relinquishment agreement between the City and State is required to effect this shift of jurisdictional responsibility; and

WHEREAS, the State has determined that this portion, within the City of La Vista, is no longer needed for state highway purposes and therefore it is in the State's best interest to relinquish this portion of N-85 to La Vista; and

WHEREAS, the State is authorized to relinquish or abandon routes, fragments or sections of routes on the State Highway System in accordance with the authority set out in Neb. Rev. Stat. §§ 39-1309(2), and 39-1313 through 39-1315.01 and, § 39-1110;

WHEREAS, this document is intended to: (1) provide notice to the City of the State's offer to relinquish jurisdiction over N-85 to City, (2) serve as the City's written acceptance or rejection of the State's Offer; and, if the Offer is accepted, the Petition of the City and negotiated Agreement of the Parties; and (3) constitute the City's written waiver of certain rights under the statutes set out above, including the right to a hearing concerning the relinquishment of N-85; and

WHEREAS, the State has reviewed the condition of the roadway and the adequacy of the highway structure(s). It is the intent of the State to relinquish the roadway in good condition; functionally adequate for the purposes for which it will be used by City. To that end, the State agrees to continue with the project, NH-85-2(1035), CN 22712, Giles Road – Harrison Street, in La Vista, with State and City cost participation. This project is to be let to bids, and inspected by the City and is currently scheduled for State's Fiscal Year 2020. The City will have sole responsibility for the maintenance of the relinquished segment of N-85, during the time pending the future reconstruction project; and

WHEREAS, the change in Jurisdictional Responsibility will occur upon the filing of the necessary documents in the Office of the Register of Deeds of Sarpy County as provided in Neb. Rev. Stat. §39-1314.

#### **State's Offer to Relinquish to La Vista the part of N-85 within the city limits**

NOW THEREFORE, based on these facts, the State hereby offers to relinquish to La Vista jurisdictional responsibility over the part of N-85 from R.P. 2.51 to R.P. 3.51 as shown on the attached Attachment "A", based upon the acceptance by the City of the negotiated terms and conditions, if any, set out on the Relinquishment Instrument, or the attached Negotiated MOU, incorporated herein as Attachment "B". (This paragraph will hereinafter be referred to as "State's Offer.")

The parties agree the phrase "Jurisdictional Responsibility" shall mean the responsibilities for design, construction, reconstruction, maintenance and operational activities of a roadway as those terms are used in Neb. Rev. Stat. §39-2105.

The Parties agree that the operation and maintenance of traffic signals at and between Harrison Street and Giles Road within the relinquished portion of N-85 will be the responsibility of the Municipality until defined in a separate MOU between the Parties and the City of Omaha.

The Parties agree that the relinquished segment as described herein will be removed from the State Highway System and relinquished by the State to the City and the State will submit a request to the Federal Highway Administration to reclassify the relinquished segment on the National Functional Classification System. Revision of the National Classification System is contingent upon Federal Highway Administration approval.

The Parties agree that, following execution of this agreement and pending formal transfer of Jurisdictional Responsibility of the roadway as provided for in this agreement, the City agrees to assume sole responsibility for the operation and maintenance of the relinquished segment. Further, the City will assume all legal liability arising from City's design, construction, operation or maintenance of the relinquished segment, as provided above, and will be responsible for any claims arising out of or concerning City's activities, including the design, construction, reconstruction, operation or maintenance of the relinquished segment.

The State requests that the City respond to State's Offer by either accepting or declining the offer of relinquishment, in the manner provided below.

In exchange for the City's agreement that State will only be responsible for the highway construction project described above, the State will convey title to the subject segment of N-85. Subject to the conditions of this agreement, the State's property rights will be transferred to the City. Attachment "C" shows the State's current property rights in this segment of N-85. In the event the City chooses to accept the relinquishment, the State will complete the cost participation of the future construction project described above.

### **The City's Response to the State's Offer**

The City has considered the merits of the State's Offer. The City understands that it is allowed four months to consider State's Offer and to respond to the Offer by filing a petition to accept relinquishment of N-85, if it so chooses. The City understands that if the roadway is not relinquished, the State retains jurisdictional responsibility and authority for the roadway. The City understands that it also may have the right to a public meeting before the State Highway Commission concerning the relinquishment.

After consideration of all its rights and the merits of the State's Offer, the City hereby voluntarily waives its rights and hereby (check applicable box):

Accepts the State's offer to relinquish jurisdictional control over the segment of N-85 from R.P. \_\_\_\_ to R.P. \_\_\_\_ to the City.

Rejects the State's offer to relinquish jurisdictional control over the above described segment of N-85 to the City.

If City has accepted the State's Offer, this document shall be considered the City's Petition to the State that the City desires to accept the relinquishment of this segment of N-85 and to assume jurisdictional responsibility for the relinquished segment including, but not limited to the future design, construction, reconstruction, operation and maintenance of this segment as a part of City's street system.

Pursuant to Neb. Rev. Stat. §39-2112, the acceptance of this Offer to Relinquish will also constitute the City's request to the State to reclassify the relinquished segment within its' corporate limits to be changed on the State Functional Classification System.

If State's Offer is accepted, City understands that State will immediately proceed to complete the process of relinquishment of the above described segment of N-85 to the City, pursuant to Neb. Rev. Stat. §39-1314.

If State's Offer is accepted, City understands that, upon formal transfer of jurisdictional control, the City will have sole responsibility for the maintenance and operation of the relinquished portion of N-85 upon execution of this agreement.

If State's Offer is accepted, City and State agree that the State will provide a State cost share for the future project identified above. Upon the completion of the formal relinquishment and notwithstanding the pending one-time future construction project resurfacing, the City will have sole jurisdictional responsibility for the above described relinquished section as described above and as set out in Neb. Rev. Stat. §39-2105.

If State's Offer is accepted, City and State agree that this document, including the attached Negotiated MOU and all other attachments, will be a valid binding contract, for all purposes including Neb. Rev. Stat. §39-1315.01, and the parties agree that the provisions of §1315.01 shall not apply.

IN WITNESS WHEREOF, the parties hereto having lawful authority, have caused this document to be executed by their proper officials as of the dates indicated below.

EXECUTED BY THE STATE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

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Director-State Engineer

Recommended:

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District Engineer

EXECUTED BY THE CITY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of La Vista

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Mayor

Attest:

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City Clerk

## **Negotiated Memorandum of Understanding - Relinquishment**

This Negotiated Memorandum of Understanding (MOU) is between the State of Nebraska, Department of Transportation (State) and the City of La Vista (City). State and City will be referred to collectively herein as the Parties.

### **Recitals**

WHEREAS, State and City are beginning the statutory process of relinquishment of a State highway using a formal document entitled: "Notice Of Offer To Relinquish Jurisdictional Control, Response To Offer, Petition Of City, Waiver Of Rights And Negotiated MOU Of The Parties" (hereinafter referred to as the Relinquishment Agreement), and

WHEREAS, this Negotiated Memorandum of Understanding (MOU) is required to be completed as a part of the statutory relinquishment process (See, Neb. Rev. Stat. § 39-1314), and this MOU will be an exhibit to the Relinquishment Agreement, and

WHEREAS, § 39-1314 also provides that such MOU may be re-negotiable by City in the future based upon "a showing of a change in financial or other circumstances or for economic development purposes"; and

WHEREAS, State has formally offered to relinquish to City the portion of Nebraska State Highway 85 (N-85) located within the Corporate limits of City (Reference Post (R.P.) 2.51 to 3.51); and.

WHEREAS, the Parties intend that this MOU set out the facts and conditions of the relinquishment in order to meet the requirements of Section 39-1314.

**Now therefore**, in consideration of the facts, and the mutual promises of the Parties, the Parties agree as follows:

This MOU includes the background facts about Highway N-85 and the negotiated terms and conditions of the Parties related to the relinquishment.

### **Background**

1. **History of N-85.** N-85 was made a part of the State Highway System in or before 1955. State law provides that there should be a State highway connecting most Nebraska communities to the State Highway System. N-85 has served as the connection for City to State Highway 275 to the north and to State Highway 370 to the south. Interstate 80 also connects City to the State Highway System. N-85 is a primary north-south route for traffic within and outside City and provides access to adjoining metropolitan areas. The land adjoining N-85 is substantially developed with commercial, industrial, and residential uses. State first constructed N-85 at this

location in or about 1960. The following is a listing of the dates and types of projects completed by State on this segment since the original construction:

1964 – 9" concrete paving, culverts, traffic signals, lighting.  
1971 – Widened to a four lane divided roadway; 9" concrete paving, culverts,  
1980 – Traffic signal installation at Brentwood Drive  
1992 – Concrete repairs  
1996 – Traffic signal modifications  
1998 – Asphaltic concrete resurfacing of four lane divided roadway  
2013 – Installation of countdown pedestrian heads  
2019 – Resurfacing to be let by City and paid for by the State  
2019 – Adaptive traffic signal control

**2. Jurisdictional Responsibility.** As a State highway within a municipality, State and City have shared jurisdictional responsibility for N-85 with State having primary control, pursuant to Neb. Rev. Stat. § 39-2105. As set out above, State's investment of time and resources for the construction and maintenance of N-85 has been significant. N-85 now serves primarily metropolitan transportation needs, and even though it will no longer be on the State Highway System, N-85 will continue to be used by the traveling public to connect to the State Highway System.

**3. Present Needs.** City wishes to have more control over the construction, operation, use and maintenance of N-85. State believes that N-85 no longer provides as much of a statewide transportation function as it provided before. Accordingly, the Parties believe that it is in each of their best interests to shift jurisdictional responsibility for this segment of N-85 to City. City agrees to this shift of responsibility and welcomes the opportunity to control more directly the future transportation use of N-85.

**4. City's On-Going Maintenance Responsibility.** City agrees to properly repair, maintain, and replace, when necessary, N-85 in order to maximize the useful life of this transportation facility. The current NSI rating for this segment of N-85 is 86.5. City agrees to implement a maintenance plan for N-85 that will include, but not be limited to the following maintenance practices and strategies: Concrete pavement repairs, crack and joint sealing, fog sealing, bituminous patching, asphalt overlays, removal and reconstruction, and measures to maintain ride quality.

**5. Federal-aid Funds in Prior Projects.** It is believed by State that there have been prior federal-aid project(s) on the subject segment of N-85. Accordingly, the Federal Highway Administration (FHWA) must approve the relinquishment of this segment of N-85. Additionally, the future sale or lease of any part of the N-85 will require approval of State and FHWA, and potential repayment to FHWA or State, because of prior project funding with federal or state highway funds.

**6. Property Interests and Retained Rights by State.** Over the years, State has acquired land, control of access, outdoor advertising control and other property rights using state highway gas tax funding or federal-aid funding as a part of State's construction, reconstruction, operation and maintenance of N-85. State and Federal law allows State to transfer jurisdictional

responsibility to N-85 to City only so long as City continues to use N-85 for highway, street or road uses. In the event that City wishes to discontinue street use of all or any part of the N-85 property, City is required by this MOU to convey the property back to State.

**7. State Obligations.** State currently has in excess of a billion dollars of existing needs on the 10,000 mile State Highway System. State does not have sufficient funding presently or in the foreseeable future to contemplate any significant additional reconstruction of Highway N-85. Any future proposed improvements to N-85 will have to compete with all State's other highway improvement needs throughout the State. However, State has a planned resurfacing of N-85 that will be completed with State and City funds in the near future in order to place N-85 in an improved condition as a part of the consideration for this relinquishment.

### **Additional Relinquishment Terms and Conditions**

8. The following terms and conditions apply to this relinquishment, in addition to the conditions set out above. The language of the Relinquishment Agreement governs over any contradictory language set out in this MOU.

9. The following definition of relinquishment shall apply herein: The conveyance of a portion of a highway right-of-way or facility by a state highway agency to another Government agency for highway use. (See, 23 CFR § 620.203(b).)

10. In accordance with the terms and process of the Relinquishment Agreement and this MOU, State will relinquish to City the part of N-85 located within the City limits, from R.P. 2.51 to R.P. 3.51.

11. Title to the relinquished highway will be conveyed by State to City as described in the Relinquishment Agreement. The conveyance of land will be expressly conditioned on the continued use of the property for public highway, road and street uses, as required by federal CFR.

12. State expressly retains the following access control and rights over N-85 and all N-85 property:

- (a) The right to review any sale of and to receive the compensation for the sale or lease of any part of the highway property, including access control acquired for prior projects
- (b) The right and obligation to review and approve any changes in outdoor advertising rights, in any area subject to control under Neb. Rev. Stat. § 39-201.01 et seq., and the Administrative Rules of the Nebraska Department of Transportation, Title 410, Chapter 3, Sign Permits.
- (c) The right and obligation to review and approve any width or location changes to driveways or other facilities used to control access along N-85
- (d) The right to retake possession of N-85 if it is no longer used as a highway, street, or road

13. The Parties agree that City will have all other jurisdictional control over Highway N-85, except as otherwise provided herein, so long as City continues to use the relinquished highway as a highway, street or road.

14. City understands that it will be solely responsible for providing all needed maintenance for the relinquished part of N-85, as described in more detail above.

15. The Parties understand that they will cooperate with each other to meet all federal and state laws that apply to the use, leasing, sale or alteration of property interests in and to the relinquished highway.

16. In the event that in the future City proposes to re-convey the relinquished portion of N-85 back to State, City understands that it will return the portion of N-85 to State in essentially the same configuration and condition as it was prior to the transfer of title to City.

17. The parties understand that after this one-mile segment of Highway 85 is relinquished, La Vista plans to make improvements to this segment to beautify the area as an entry point into the city. The improvements are expected to include the following:

- (a) Replacement of the concrete box culvert located at approximately mile post 3.07 with a four-lane bridge that consists of arch-type artistic non-structured members over the roadway segment, with the arches lit with multicolored lights for nighttime effect.
- (b) Construction and operation of a trail with park benches along both sides of the roadway.
- (c) Plantings and vegetation, including trees, in the roadway median and along the trail and roadway segments.
- (d) Additional pedestrian road crossings may be constructed.
- (e) "Welcome to La Vista" signs will be constructed on the north and south ends of the relinquished segment, to be located on property acquired by La Vista from private, and where reasonable, public entities such as NDOT.

La Vista agrees to construct these improvements, or similar improvements, in a way that also recognizes the nature, speed and type of traffic found on this urban corridor. Further, La Vista understands that no new access breaks in the existing control of access will be allowed without meeting NDOT and FHWA requirements, and that any new outdoor advertising devices will not be erected and maintained unless they conform to State's Outdoor Advertising programs, and that the land relinquished will continue to be used for transportation purposes.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED BY THE CITY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF LA VISTA

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City Clerk

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Mayor

EXECUTED BY THE STATE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Kyle Schneweis, P.E.

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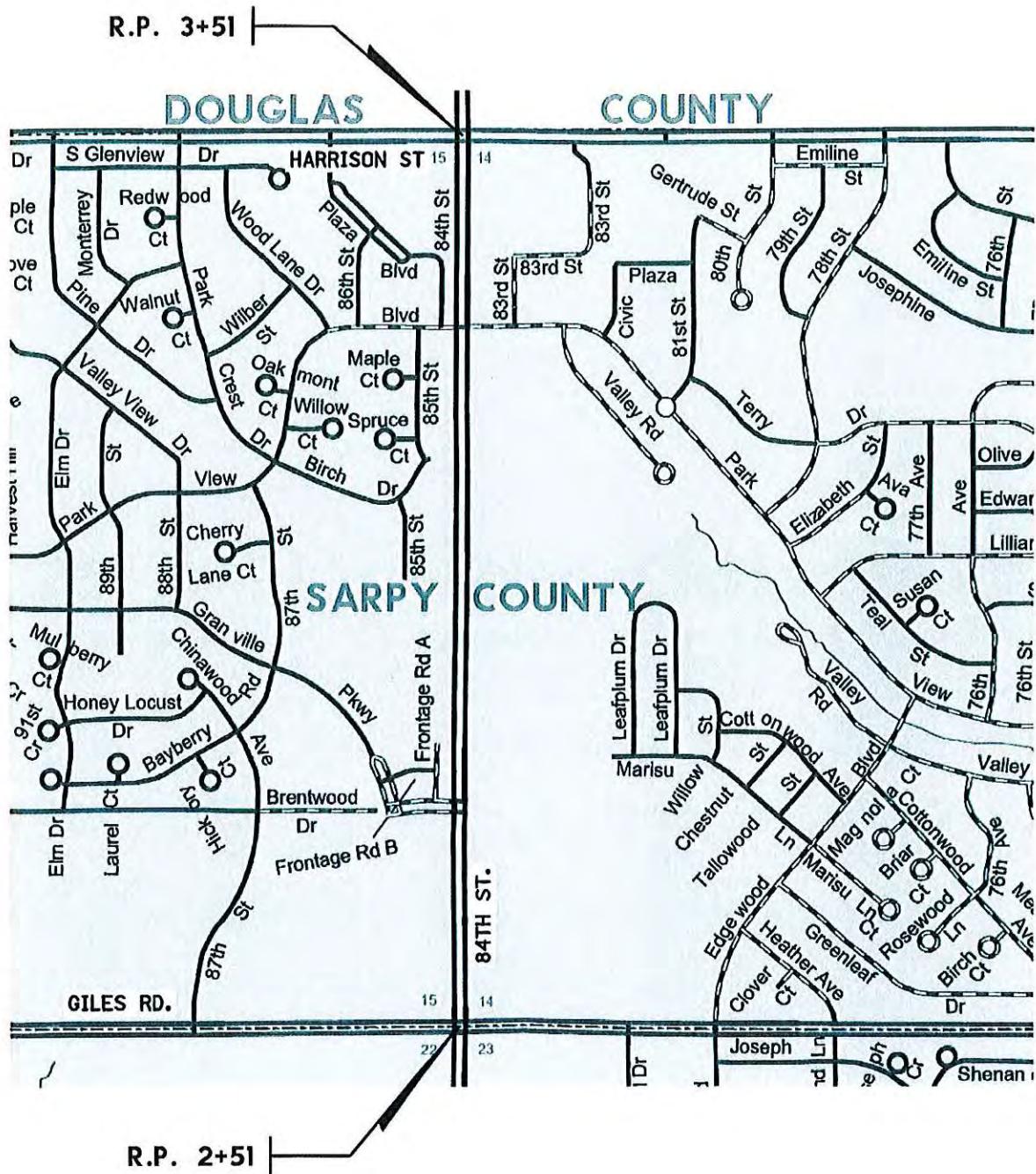
Director

Recommended:

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District Engineer

**LA VISTA**  
**SARPY COUNTY**  
**NEBRASKA**



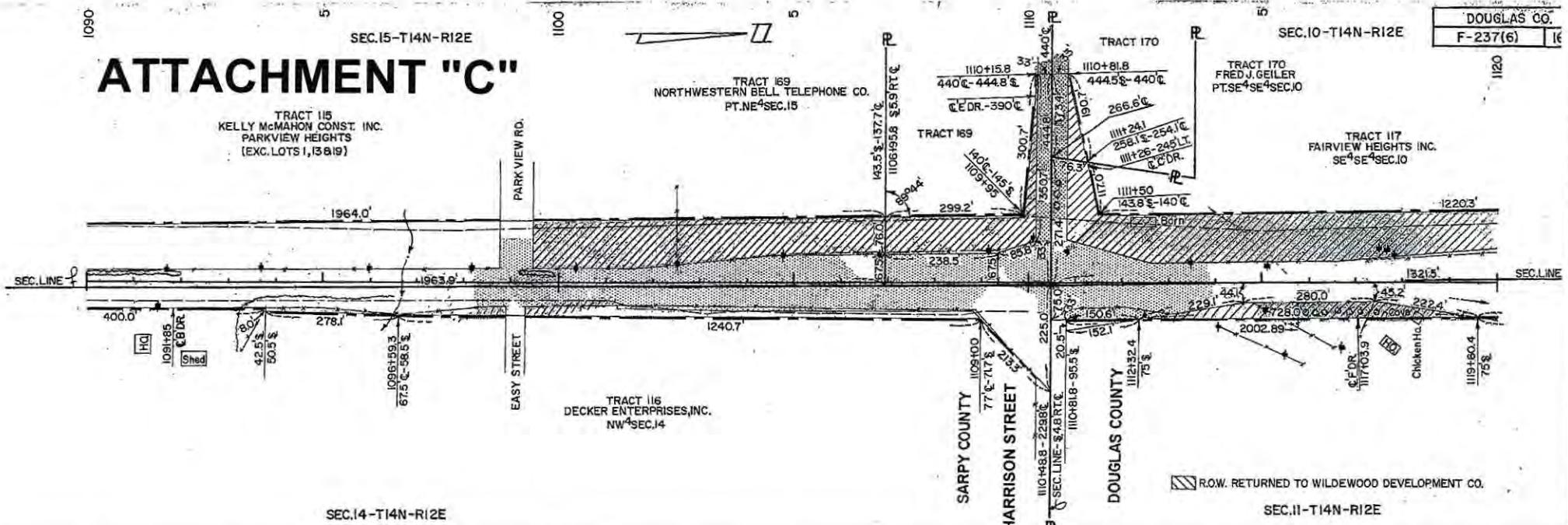
## **ATTACHMENT "A"**



SEC.15-T14N-R12E

# ATTACHMENT "C"

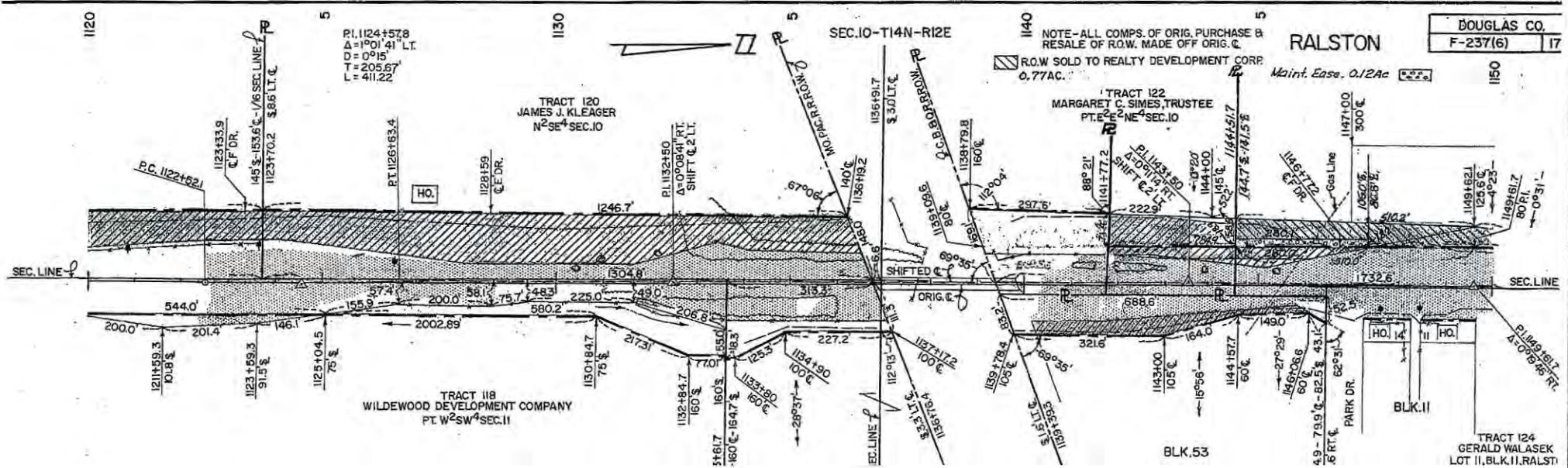
TRACT 115  
KELLY MCMAHON CONST. INC.  
PARKVIEW HEIGHTS  
(EXC. LOTS 1, 3&9)



SEC.14-T14N-R12E

SEC.11-T14N-R12E

DOUGLAS CO.  
F-237(6) 16



DOUGLAS CO.  
F-237(6) 17

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FIBER OPTIC ORDER 84 <sup>TH</sup> STREET REDEVELOPMENT AREA PARKING DIST. No. 1-STRUCTURE No. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an order for two additional strands of dark fiber under the existing agreement between the City and Unite Private Networks, LLC to connect communication and data facilities of Parking Structure No. 1 in Offstreet Parking District No. 2 to the City's network.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

The City entered into an agreement with Unite Private Networks in 2013 to provide dark fiber connections to seven City facilities. The order would provide two additional strands of dark fiber under the existing agreement to connect communication and data facilities of Parking Structure No. 1 in Offstreet Parking District No. 2 to the City's network at a cost of \$550 per month through January 31, 2029 and \$275 per month thereafter consistent with pricing of the existing agreement.

This item was tabled at the April 16, 2019 Council meeting. City Engineer Kottmann obtained and is recommending the order as presented.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN ORDER FOR TWO (2) ADDITIONAL STRANDS OF DARK FIBER FROM UNITE PRIVATE NETWORKS, LLC FOR CITY CENTRE PARKING STRUCTURE NO. 1 IN OFFSTREET PARKING DISTRICT NO. 2.

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

WHEREAS, the City entered into an agreement with Unite Private Networks, LLC in 2013 to provide dark fiber connections to seven City facilities, and this current order would provide two additional strands of fiber under the existing agreement to connect communication and data facilities of Parking Structure No. 1 in Offstreet Parking District No. 2 to the City's network at a cost of \$550 per month through January 31, 2029 and \$275 per month thereafter consistent with pricing of the existing agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve execution of a service order for two (2) additional strands of dark fiber to be installed under the existing agreement with Unite Private Networks, LLC and connect communication and data facilities of Parking Structure No. 1 in Offstreet Parking District No. 2 to the City's network at a cost of \$550 per month through January 31, 2029 and \$275 per month thereafter consistent with pricing of the existing agreement, subject to review and any modifications the City Administrator determines necessary or appropriate in consultation with the City Attorney.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



# Service Order

## Dark Services - (19-21808)

Contact Information				
<b>Unite Private Networks, LLC ("UPN")</b> <b>COMPANY CONTACT:</b> Trudy Harris <b>PHONE:</b> (816) 336-2463 <b>EMAIL:</b> trudy.harris@upnfiber.com <b>PAYMENT ADDRESS:</b> Unite Private Networks, LLC 7200 NW 86 <sup>th</sup> Street, Suite M Kansas City, MO 64153	<b>City of La Vista ("Customer")</b> <b>COMPANY CONTACT:</b> Jeff Siebels <b>PHONE:</b> (402) 331-8927 <b>EMAIL:</b> jsiebels@cityoflavista.org <b>BILLING ADDRESS:</b> City of La Vista 8116 Park View Boulevard La Vista, NE 68128			
Billing Information and Service Commitment Period				
<b>Order Type:</b> New <b>UPN Service Order ID:</b> 19-21808 <b>Customer ID:</b> Citi1404 <b>Service Type/s:</b> Dark Fiber (DF) <b>Service Term Length (beginning on date of installation):</b> Approximately 294 months (see <i>Service Order Term</i> section below) <b>Service Order Monthly Recurring Charge:</b> \$550 (see <i>Monthly Recurring Charge</i> section below) <b>Service Order Non-Recurring Charge:</b> \$0 <b>Service Other Charges:</b> \$0				
Circuit 1				
<b>Location Z</b> <b>Site Name:</b> La Vista City Hall <b>Address:</b> 8116 Park View Boulevard La Vista, NE 68128 <b>Site Contact:</b> Jeff Siebels <b>Point of Demarcation:</b> UPN Demarc	<b>Location G</b> <b>Site Name:</b> Parking District No. 2 – Structure 1 <b>Address:</b> (41.18359, -96.04278) La Vista, NE 68128 <b>Site Contact:</b> Jeff Siebels <b>Point of Demarcation:</b> MPOE			
Service and Pricing Schedule				
<u>Type</u>	<u>Service</u>	<u>Term</u>	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
New	Circuit 1: Two (2) strands DF	Approx. 294 months	\$550	\$0
<b>Total = \$550</b>				

**Comments:** This Service Order is issued pursuant to the Service Order for Dark Services (SF 13-4336) executed by and between Customer and UPN on June 25, 2013, including without limitation the Additional Terms and Conditions Applying to Services ("Additional Terms and Conditions"), (together SF 13-4336 and the Additional Terms and Conditions shall be referred to in this Service Order as the "Agreement", which provide for additions of fiber. Provided, however, terms and conditions of said Agreement shall be deemed modified to be consistent with this Service Order. Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided to Customer in this Service Order ("Customer Fibers") will not be accessible to Customer other than at the Location "G" and "Z" Points of Demarcation listed above.

**Monthly Recurring Charge:** Beginning on the Acceptance Date, Customer shall be responsible for the \$550 monthly recurring charge listed above until January 31, 2029. Beginning on February 1, 2029 and continuing for the duration of the Service Order Term, Customer's monthly recurring charge under this Service Order shall be \$275.

**Service Order Term:** The term of the Agreement is set to expire on January 31, 2044. The term of this Service Order shall commence on the Acceptance Date, be coterminous with the Agreement, and continue in effect until January 31, 2044 ("Initial Service Order Term"). Thereafter, this Service Order shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either party upon at least three hundred sixty-five (365) days' advance written notice to the other party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable.

**Minimum Point of Entry and Additional Charges:** Customer will meet UPN at the Minimum Point of Entry ("MPOE") unless otherwise noted above. The MPOE is the closest practical point to where the cable enters the building. In the event Customer desires the installation to occur somewhere other than the MPOE, Customer understands that there will be additional costs.

**Installation Date:** Anticipated installation date shall occur approximately thirty to ninety (30-90) days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, third-party fiber, and rights of way to complete the project; and (2) the full execution of this Service Order (the "Installation Date").

This Service Order for Dark Services includes and incorporates by reference the "Agreement". Customer and UPN agree that this Service Order and the parties shall be subject to and bound by all terms and conditions of the Agreement, except as modified by this Service Order. From time to time, additional Service Orders for Dark Services may be entered into between UPN and Customer which shall incorporate the terms and conditions of the Agreement.

**Unite Private Networks, LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of La Vista:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
MASTER AGREEMENT - COMMUNICATIONS CABLE & FACILITIES BETWEEN CITY OF LA VISTA AND MCIMETRO ACCESS TRANSMISSION	ORDINANCE ♦ RESOLUTION RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor and City Clerk to enter into a Master Agreement with MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services for use of public rights-of-way within the City limits for installation of certain communications facilities.

**FISCAL IMPACT**

The Agreement provides for collection of the Occupation Tax as set forth in the City's Master Fee Schedule or annual rental fee of Two Dollars (\$2.00) per lineal foot for use and occupancy of the space within the public rights-of-way, as applicable.

**RECOMMENDATION**

Approval

**BACKGROUND**

MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services is proposing to install operate and maintain certain communications facilities in City right of way. MCImetro advises that it only will seek to install below ground facilities pursuant to this Agreement to serve existing structures; installation of poles or other above ground structures or equipment will not be sought or permitted pursuant to this Agreement. Proposed plans will be submitted to Public Works for review and approval, or modification and approval, to the satisfaction of the City Engineer.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES FOR USE OF PUBLIC RIGHTS-OF-WAY WITHIN CITY FOR INSTALLATION OF CERTAIN COMMUNICATIONS FACILITIES

WHEREAS, the Mayor and City Council find it necessary to have an agreement setting forth conditions for use of the rights-of-way within the City of La Vista, Nebraska for certain communications facilities to be proposed in plans submitted to Public Works and approved, or modified and approved, to the satisfaction of the City Engineer ("Proposed Communications Facilities"). Only below ground facilities to serve existing facilities will be proposed under this agreement; no poles or other above ground structures will be proposed; and

WHEREAS a Master Agreement for Communications Cable and Facilities in Public Rights-of Way is presented with the Resolution and incorporated herein by reference (the "Agreement"). The Agreement would grant MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services permission to use public rights-of-way in the City of La Vista for the Proposed Communications Facilities. The Agreement includes a Statement of Policy and Standard Specifications for Communication Cable and Facilities in Public Rights-of-Way.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute the Agreement.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## **MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY**

THIS MASTER AGREEMENT FOR COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between City of La Vista, Nebraska, a Municipal Corporation (hereinafter referred to as "CITY"), and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware limited liability company authorized to do business in Nebraska as a telecommunication services provider (hereinafter referred to as "PERMITTEE") (collectively, the "Parties"). This Agreement shall not be effective until it is approved by resolution of the City Council of CITY and signed by both Parties.

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

WHEREAS, PERMITTEE desires to install, operate and maintain a communications system or other communications facilities described in or determined in accordance with this Agreement upon, above, under or within certain streets and public Rights-of-way within the corporate boundaries of CITY, which may include buried wires and fiber optic cable and associated facilities to enable the provision of telecommunication or communication services (the "System"); and

WHEREAS, CITY is authorized to grant leases and permits to occupy public Rights-of-way; and

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

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

### **Article I - Definitions**

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined in this Article I or otherwise in this Agreement shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

A. "Affiliate" or "parent" of PERMITTEE means any person or entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common control with, a Party to this Agreement.

B. "Cable" shall mean all fiber optic and/or other cable now or hereafter owned, utilized or controlled by PERMITTEE located within the public Rights-of-way of CITY's

Jurisdiction as now or hereafter constituted.

C. "Communications Facilities" means Facilities as defined in Article I(D) below and described in Article II(A) below, which Facilities shall be subject to the terms and conditions of this Agreement.

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

E. "Gross Revenue" shall mean any and all compensation and other considerations collected or received from users or subscribers or in any manner gained or derived by PERMITTEE as a result of PERMITTEE's use of CITY's public Rights-of-way or public grounds to provide communication services, fiber rental, or fiber use to users or subscribers within the corporate limits of the CITY, as it now exists or may be established hereafter, or such other amount as set by the Mayor and City Council and outlined in CITY's master fee ordinance or schedule in accordance with applicable provisions of CITY's Municipal Code. Gross Revenue shall not include: (i) any revenue not actually received even if billed, such as bad debt, (ii) revenues that PERMITTEE has received from another telecommunications provider and upon which the other telecommunications provider has paid or will pay to CITY a tax, franchise fee or other fee such as for use or occupation of CITY's public Rights-of-way, (iii) revenues received by PERMITTEE for communication services specifically for internet access to the extent that excluding such revenues is required by applicable federal or state law, or any similarly situated competitor of PERMITTEE is allowed to exclude such revenues for purposes of calculating applicable CITY occupation taxes, (iv) funds or revenues that the PERMITTEE has received from an Affiliate, corporate parent, or subsidiary and upon which an Affiliate, corporate parent, or subsidiary has paid or will pay an occupation tax, franchise fee or other fee to CITY for use or occupation of CITY's public Rights-of-way. Gross revenue earned by an Affiliate or parent of PERMITTEE that is not a party to this Agreement shall not be subject to taxes or fees pursuant to this Agreement. Any Affiliate or parent of PERMITTEE that is not a party to this Agreement and desires to enter upon or use any Rights-of-way for Facilities or other equipment or to provide communication services within CITY shall not be authorized to do so pursuant to this Agreement and instead shall be required to enter into a separate agreement with CITY, the terms and conditions of which shall control together with any applicable laws, rules or regulations.

F. "Jurisdiction" shall mean within the corporate boundaries of CITY as now or hereafter constituted.

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

H. "Telecommunication" or "telecommunication services" or "communication services" shall mean the transmission of signs, signals, messages, words, writings, images, data, and

sounds or information of any nature by any means, including but not limited to wire, Cables, fiber optic cables, radio, optical or electromagnetic systems, between or among points specified by PERMITTEE or its subscriber, through or by way of PERMITTEE's Facilities and System, without a change in the form or content of the signs, signals, messages, words, writings, images, data, and sounds or information as sent or received.

I. "Underlying Rights" shall mean all deeds, leases, easements, pole sharing agreements and other interests by which PERMITTEE is authorized to install, operate and maintain the System upon any real or personal property, whether public or private.

### **Article II – Grant of Permission to Make Reasonable Use of Public Rights-of-way**

A. Grant of Limited and Non-Exclusive Use. In consideration of and upon the terms and conditions set forth in this Agreement and those set forth in the "**Statement of Policy and Standard Specifications for Communications Facilities on CITY property**" (the "Policy"), attached hereto as "**EXHIBIT A**" and incorporated herein by this reference, as may be modified from time to time, CITY hereby agrees to grant and give to PERMITTEE a limited and non-exclusive permit to survey and construct, subsequent to PERMITTEE's acquisition of all necessary permits and payment of all applicable fees in accordance with this Agreement and all applicable law, and then to install, operate, inspect, maintain, protect, repair, alter, replace or remove PERMITTEE's telecommunication or communications Cables and Facilities ("Communications Facilities"), as the Communications Facilities are described on City-approved plans and specifications to be added to this Agreement from time to time, which documents are described in Article VI(A) below and shall collectively be known as "**EXHIBIT B**", each of which shall be considered a part hereof after being dated and signed by authorized representatives of both Parties, and attached hereto by CITY. The Communications Facilities shall consist of existing or future underground conduits, Cables, wires, optic fibers, dark fibers, splicing boxes, and appropriate appurtenances located on, above and/or beneath the surface of the streets, alleys, sidewalks or other public grounds within CITY, but only as such Communications Facilities and such streets, alleys, sidewalks or other public grounds are described in EXHIBIT B. PERMITTEE shall not install its Communications Facilities on, above, or beneath any street, alley, sidewalk or other public ground except as specifically described in EXHIBIT B. The permit contemplated by this paragraph shall include the right of reasonable access to the Communications Facilities by PERMITTEE.

B. Waiver of CITY Liability. PERMITTEE acknowledges and agrees that CITY makes no representation to PERMITTEE as to the suitability of CITY Rights-of-way or property for the purposes intended by PERMITTEE. PERMITTEE hereby waives, relinquishes and releases CITY from any and all loss, claim or liability arising out of PERMITTEE's use of CITY's Rights-of-way or property or arising out of PERMITTEE's exercise of rights or authority under this Agreement and under any permit issued pursuant to this Agreement.

C. CITY's Retained Rights. In addition to, and not in limitation of, any other rights of CITY under this Agreement or applicable law or regulations, CITY retains the following rights in regard to this Agreement:

(1) At its option, to terminate this Agreement or Rights-of-way permits for misuse, non-use or failure of PERMITTEE to comply with the provisions hereof, or for any

reason that the Agreement or any such permits may be terminated by CITY as provided under this Agreement, the Policy, or applicable laws, regulations, or rules;

(2) To use, control and regulate the use of CITY streets, roads, easements, other public places and the Rights-of-way, including without limitation the space above, upon, within and beneath the same; and

(3) To require the removal or relocation of any of the Communications Facilities from the Rights-of-way, or to allow PERMITTEE to abandon any segment of such Communications Facilities, as required or allowed under the CITY's Policy or applicable permit(s), laws, rules or regulations.

**D. Construction of Permissions Granted.** The permissions granted herein to make reasonable use of the Rights-of-way shall not be deemed to be a franchise, nor an exclusive license or right, and CITY reserves the right to make or grant a similar use of the Rights-of-way to any other persons or entities. Furthermore, all terms and conditions of the Policy, this Agreement, and applicable laws and regulations, if possible, shall be interpreted in a manner that is consistent and gives effect to all terms and conditions, as determined by the City Engineer or the City Engineer's designee. In the event the City Engineer or the City Engineer's designee determines that any conflict exists between or among any terms or conditions of this Agreement, the Policy, any permit, or applicable laws or regulations, such terms or conditions shall be interpreted pursuant to the following order: applicable laws, applicable regulations, the Agreement, the permit, and the Policy, as determined by the City Engineer or the City Engineer's designee. PERMITTEE, without intending to limit any other provisions of the Policy, specifically acknowledges that PERMITTEE and its Communications Facilities shall be subject to the requirements of Section G. of the Policy, relating to costs to be paid to CITY.

**E. Effect of Termination.** Upon termination of this Agreement, whether by expiration of the Term or by earlier termination by a Party as allowed by this Agreement, PERMITTEE's rights to use the public Rights-of-way shall cease, regardless of whether such use of the Rights-of-way was approved under this Agreement or a subsequent Rights-of-way permit, and CITY may exercise its right to require the removal or relocation of any of the Communications Facilities from the Rights-of-way pursuant to Article II(C)(3) of this Agreement, or may pursue all other remedies which may be available to CITY under this Agreement or by law.

**Article III – Scope of Agreement: Providing “Cable Services” Prohibited; Installation or Attachment of Wireless Microcell or Small Cell Antennas and Components Are Beyond Scope**

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

Furthermore, this Agreement does not confer to PERMITTEE any permission or right to install any poles, towers or other structures on, within or above CITY Rights-of-way, unless such facilities are part of the Communications Facilities approved by the CITY, or to install or attach any antennas or other wireless service components or equipment to, in, on, or as part of any poles, towers, or other structures on, within, or above CITY Rights-of-way, for wireless microcell or small cell, or other wireless communication technologies (“other communication facilities”). The Parties acknowledge and agree that any proposed installation or attachment of any other communication facilities shall require the Parties to enter into a separate master agreement which is specific to the proposed use and in the form and content satisfactory to CITY; and that in accordance with such separate master agreement PERMITTEE shall be required to: (i) submit an application for permit, along with plans and specification documents, for CITY’s review and approval, (ii) and acquire all necessary permits from CITY, and submit payment of all applicable fees to CITY, for all such installations and attachments in CITY’s Rights-of-way.

#### **Article IV - Sales and Use Tax, and Occupation Tax**

PERMITTEE shall pay sales, use and occupation taxes as follows:

A. PERMITTEE shall obtain a sales and use tax license from CITY if required by applicable laws, rules, or regulations, and comply with all conditions, requirements, and other provisions of such license.

B. To the extent PERMITTEE’s sales of communications services and sales and leases of optical fibers to third parties are subject to sales and/or use taxes imposed by law, PERMITTEE shall collect such taxes from such third parties and promptly remit them to the appropriate tax collection and revenue authority.

C. To the extent PERMITTEE provides communication services, fiber rental, or fiber use to users or subscribers, PERMITTEE shall pay to CITY an occupation tax in an amount equal to five percent (5%) of all Gross Revenue PERMITTEE has collected as a result of PERMITTEE’s use of CITY’s public Rights-of-way or public grounds to provide such communication services, fiber rental, or fiber use to users or subscribers within the corporate limits of CITY. In no event shall PERMITTEE be subject to occupation tax or other fees in excess of any limits imposed by federal or Nebraska law. PERMITTEE shall file at least semi-annually, unless otherwise specified by the CITY’s Municipal Code or agreed upon with CITY, a statement of such Gross Receipts from subscribers and users within CITY, in such form as is approved or specified by CITY. In connection with the occupation taxes described in this paragraph, the Parties acknowledge that PERMITTEE is subject to the requirements of Section G(i) of Exhibit A.

#### **Article V - Rent**

If PERMITTEE makes use of installed Cable, line, Facilities, and appurtenances for any uses not described in IV(C) above, the occupation tax described in Section IV(C) shall not apply with respect to such uses and PERMITTEE instead shall pay to CITY an annual rental for the

use and occupancy of CITY's public Rights-of-way or other public grounds occupied by such Cable, lines, Communication Facilities and appurtenances, which rental shall be the sum of Two Dollars and No Cents (\$ 2.00) per lineal foot of Rights-of-way space occupied, as provided in Section G(ii) of Exhibit A. However in no event shall PERMITTEE be subject to both the occupation taxes described in Section IV(C) above and rent described in this Article V. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to alter, amend, modify or expand the taxes, fees, and other charges that may lawfully be assessed on PERMITTEE's business activities under this Agreement under applicable law. Any and all taxes, fees, and other charges assessed or imposed under this Agreement shall be applied to all communications providers in a neutral and nondiscriminatory manner.

## **Article VI - Use of Rights-of-way**

A. Permits. PERMITTEE shall secure all permits required to be issued by the appropriate officials of CITY, and pay all applicable fees, in connection with the installation of the Communications Facilities. The Communications Facilities shall be laid substantially in accordance with the plans and specifications submitted to and approved by CITY and in conformity with any and all specific conditions as may be set forth by CITY from time to time in the permits granted to PERMITTEE by CITY pursuant hereto, copies of which permits, plans, and specifications shall be kept on file by CITY.

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

C. Schematic Plans for Facilities. With its request for this Agreement, and with any request for a permit pursuant to this Agreement, PERMITTEE shall furnish to CITY the general schematic plans for its Communications Facilities, including, route maps, depiction, sketch or renderings of its equipment boxes and structures, engineering, traffic control, and landscaping plans. Such plans and reports shall be subject to review and approval of the City Engineer or the City Engineer's designee with respect to applicable requirements imposed upon all similarly situated PERMITTEES and users of the rights of way, including the following: (1) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (2) that aesthetic and good planning principles have been given due consideration, and (3) that adverse impact on the environment has been minimized. PERMITTEE shall comply with all such applicable requirements of CITY and shall incorporate all other changes to its plans as requested by CITY in accordance with such applicable requirements. Final plans and specifications shall be submitted and subject to review and approval in accordance with the Policy or applicable permitting requirements.

D. PERMITTEE's Obligations. All construction, excavation, maintenance and repair work done by PERMITTEE shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to CITY, the general public and individuals. PERMITTEE shall be liable for any damage to CITY or CITY-owned property caused by PERMITTEE or PERMITTEE's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by PERMITTEE shall comply with all applicable federal, state, and local laws, rules, and regulations, and PERMITTEE shall be responsible for obtaining all applicable permits and licenses. PERMITTEE shall, at PERMITTEE's sole cost and expense, maintain the construction, excavation, maintenance and repair work areas in a neat and tidy manner, and free and clear of all obstructions, trash, rubbish, debris and other materials. CITY shall have the right to inspect all construction or excavation work to insure compliance with this Agreement and all applicable laws, regulations, and permits, and may order PERMITTEE to perform corrective work, with respect to which PERMITTEE shall promptly comply. All public and private property disturbed by PERMITTEE's activities shall be promptly restored by PERMITTEE at its expense to the same or similar conditions existing prior to such activities, subject to inspection by CITY's Director of Public Works, City Engineer or his or her designee and compliance by PERMITTEE with any remedial actions required by said official pursuant to the inspection, all to the satisfaction of such CITY official. PERMITTEE shall be liable to CITY for the full cost of restoring any public property not promptly or adequately remedied by PERMITTEE as required by said official.

E. Installation, Maintenance, Renovation and Replacement of Facilities. The installation, maintenance, renovation and replacement of Facilities by PERMITTEE shall be subject to regulation by CITY through requirements including, without limitation, CITY's Municipal Code, this Agreement, and the attached Policy, with respect to matters including but not limited to: (a) the location of Communications Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Communications Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized use of the Rights-of-way. CITY's Director of Public Works or City Engineer, or his or her designee, may direct and require PERMITTEE to locate its Communications Facilities within a defined telecommunications corridor within any street or other Rights-of-way or otherwise at a specific location to minimize interference with other facilities or utilities. PERMITTEE shall install and maintain its Communications Facilities in such manner as to minimize interference with trees, natural features and vegetation.

CITY agrees to make a good faith effort to process all of PERMITTEE's completed applications for construction permits in a timely manner.

#### **Article VII- Additional CITY Regulation**

CITY expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such policies, ordinances and rules and regulations as CITY in its sole discretion deems necessary or appropriate to promote the health, safety or welfare of CITY,

its inhabitants or their property. Not in limitation of the foregoing sentence, PERMITTEE understands that CITY reserves its right and duty to adopt changes to the Policy, attached as Exhibit A, from time to time as deemed necessary for the best interests of CITY, its inhabitants or their property.

### **Article VIII - Coordination and Conduit/Pole Sharing**

In order to minimize disruption to vehicular traffic and inconvenience to the public, and protect the public interests in connection with permitted uses of Rights-of-way, which have limited capacity, by utilities, holders of leases and permits and other interests needing to locate or maintain facilities in the Rights-of-way for the benefit of the public, it is imperative that any conduit sharing and other colocation solutions be encouraged and utilized to the greatest extent possible. In furtherance of such purposes, PERMITTEE agrees, wherever reasonably feasible, that it shall collocate its Communications Facilities and cooperate with CITY and others in placing conduit within the Rights-of-way and in sharing or utilizing unused space within underground conduits owned by PERMITTEE or others, and upon any on or above ground Communications Facilities owned by PERMITTEE or others. At any time that CITY or PERMITTEE intends to install new underground conduit or replace existing underground conduit, or install or replace other facilities in CITY's controlled Rights-of-way, such Party shall endeavor, whenever feasible, to provide the other Party with forty-five (45) days advance written notice in order to permit the additional contemporaneous installation of conduit and assessment of potential collocation. If either Party desires additional conduit installed, it will so notify the other Party. The Party providing such notice shall be responsible for the additional incremental expense for installing such additional conduit.

### **Article IX -Insurance and Bond**

A. Insurance. Prior to commencement of any installation of Communications Facilities under this Agreement, PERMITTEE shall procure and thereafter continuously maintain, for as long as this Agreement remains in effect, the insurance coverages specified in the Policy.

B. Bond. PERMITTEE shall file with the City Clerk a continuing performance bond as specified in the Policy.

### **Article X – Term and Renewal**

A. Initial Term. The initial Term of this Agreement shall be for a period of ten (10) years from and after the Effective Date of the Agreement, unless sooner terminated as provided in this Agreement or for any reason a permit is terminated or may be terminated by CITY.

B. Renewal. At the expiration of the initial Term, this Agreement shall automatically renew thereafter from year to year, unless either Party provides notice to the other of its intention not to renew prior to the expiration of the initial or any renewal term.

### **Article XI - Indemnification and Representations**

A. Indemnity. Pursuant to this Article, which shall survive the termination of this

Agreement, PERMITTEE shall indemnify, defend and hold harmless CITY, its officers, employees, elected officials, boards, commissions and any other legal entity affiliated with CITY from and against all liabilities, claims, damages, penalties, losses, demands, suits, costs, and expenses whatsoever for personal injury, death, or property damage which arise from or on account of, in whole or in part, any acts or omissions of PERMITTEE, or any agent of PERMITTEE, pursuant to this Agreement or any permit, including without limitation, all liabilities, claims, losses, demands, suits, costs, expenses, damages or penalties arising out of PERMITTEE's installation, construction, operation, maintenance, or removal of the System and Communications Facilities, except for such liabilities, claims, losses, demands, suits, costs, expenses, damages or penalties caused solely by the intentional misconduct or gross negligence of CITY or agent thereof. PERMITTEE also hereby agrees, at its sole discretion, to either defend the CITY against indemnified claims or to pay all reasonable expenses incurred by CITY in defending itself with regard to any damages, claims or penalties arising from PERMITTEE's acts or omissions, including all out-of-pocket expenses, reasonable attorney's fees, and the reasonable value of any services rendered by the City Attorney, their assistants or sub-consultants, or any employees of CITY.

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

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

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

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

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

(4) In the event the Indemnifying Party fails to assume the defense within a reasonable length of time, the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission or other acknowledgment of any third-party action.

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

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

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

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

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

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

## **Article XII – Remedies Upon Breach**

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

B. Before terminating the Agreement pursuant to subsection "A" above on account of any default, the non-defaulting Party shall provide the Party in default with written notice of the default and afford such Party a reasonable period in which to cure the default which shall be at

least 30 days, unless otherwise agreed by the non-defaulting Party.

#### **Article XIII - Delays and Limitation of Liability**

A. Delays. Under no circumstances shall CITY ever be liable for any outage, interference or interruption, or for any delay in restoring any service or any operational aspect, of PERMITTEE's Communications Facilities and System within the Rights-of-way which have been subjected to an outage, interference or interruption, whatever the cause of such outage, interference or interruption, unless solely caused by the intentional misconduct or gross negligence of CITY or agent acting on behalf of CITY, and CITY would be liable under the Nebraska Political Subdivisions Tort Claims Act.

B. Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall CITY be liable to PERMITTEE or any agent of PERMITTEE for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, arising out of, or in connection with transmission interruptions or problems, including but not limited to, any special, incidental, indirect, punitive, reliance or consequential damages relating to damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of PERMITTEE's customers whether occasioned by any repair or maintenance performed by, or failed to be performed by, CITY or agent acting on behalf of CITY, any Party to this Agreement, or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. All claims for damages arising out of this Agreement shall be made within the limitations period specified by applicable Nebraska Statutes. Notwithstanding any longer limitations period that might be provided by applicable law, no claims for damages with respect to this Agreement may be made more than five (5) years after the date that the event giving rise to such claim is known or reasonably should have been known to the person or entity making such claim; and no claim for indemnity under the provisions of this Agreement may be made more than five (5) years after the first notice of any claim received by the Party claiming under such indemnity provision.

#### **Article XIV- Notices**

Except as otherwise provided herein, notice under this Agreement shall be deemed sufficient if provided in writing and mailed, regular U.S. mail or certified mail, or personally delivered as follows:

If to CITY:

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

With a copy to:

City of La Vista Public Works  
Public Works Director  
9900 Portal Road  
La Vista, NE 68128

With a copy to:

Tom McKeon, City Attorney

200 Regency One  
10050 Regency Circle  
Omaha, NE 68114

If to PERMITTEE: MCImetro Access Transmission Services Corp.  
d/b/a/ Verizon Access Transmission Services,  
600 Hidden Ridge  
Mailcode:  
HQE02E88 Irving,  
TX 75038

With an additional copy to: Verizon Business Network Services  
1320 North Courthouse Road, Suite 900  
Arlington, VA 22201  
Attn: General Counsel, Network & Technology

Either Party may notify the other Party in writing of changes in the persons to whom notices are to be delivered. Notices shall be deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

#### **Article XV- Successors and Assigns**

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

#### **Article XVI - Signatures**

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

#### **Article XVII - Miscellaneous Provisions**

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

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

C. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be held to be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such

invalidity or enforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

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

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

F. Exercise of Rights. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

G. Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

H. Survival. The obligations of the Parties under Articles IV, V, VII, XI, XII, XIII, XIV, XV, XVI and XVII, and any other provisions of this Agreement that by its terms contemplate continuing duties or performance, shall survive any termination of this Agreement.

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

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

K. Governing Law. This Agreement and each of its provisions shall be governed by and construed and interpreted according to all applicable federal laws, state statutes, and CITY

ordinances and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

L. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship which rises to the level of a lawsuit shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska or by the federal courts located in Douglas County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in such courts located in Nebraska.

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

N. Agreement Binding. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and all their respective representatives, successors, assigns, heirs, and estates. No special meaning shall be given to any instance in this Agreement in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.

O. Assignment. Neither Party hereto shall assign or otherwise convey any of its rights, title, or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, a Party may assign this Agreement to a successor in interest who has purchased substantially all of the stock or assets of the Party without seeking the consent of the other Party, but shall provide written notice of the same to the other Party within thirty (30) days of such assignment.

P. Entire Agreement. This Agreement, including the permits granted pursuant to this Agreement and the Exhibits attached to this Agreement, constitutes the entire agreement between the Parties with respect to the transaction contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No representations were made or relied upon by either Party in executing this Agreement other than those expressly set forth herein.

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

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

S. Conflict of Interest. The Parties declare and affirm that no officer, member, or employee of CITY, and no member of its governing body, and no other public official of CITY who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; or shall any employee of CITY, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

T. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

U. Non-Discrimination Clause. Pursuant to Neb. Rev. Stat. §73-102, PERMITTEE declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. §1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., and that PERMITTEE, and each contractor employed, used, or hired by PERMITTEE to plan, construct, repair, maintain or otherwise work on the Communications Facilities, shall not unlawfully discriminate or permit discrimination at any time in violation of state or federal law against any employee which is employed in the performance of this Agreement or work in connection with this Agreement, or against any applicant for such employment, in the hire, tenure, terms, conditions, or privileges of employment, because of age, color, national origin, race, religion, sex, or disability, or discriminate in any other respect prohibited by federal or state law in the performance of work or the performance of other activities permitted by this Agreement.

V. New Employee Work Eligibility Status. The Parties shall comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114 and of all federal laws. The Parties are required and shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. .

*[End of document; Signature pages to follow]*

IN WITNESS WHEREOF, PERMITTEE and CITY have executed this Agreement as of the date first above written.

**CITY OF LA VISTA**  
a Nebraska Municipal Corporation

---

Douglas Kindig, Mayor

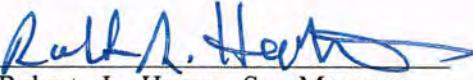
ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**PERMITTEE:**

**MCImetro ACCESS TRANSMISSION  
SERVICES CORP. d/b/a/ Verizon  
Access Transmission Services,  
a Delaware limited liability company**

  
By: Robert J. Hayes, Sr. Manager  
Network Engineering/Operations

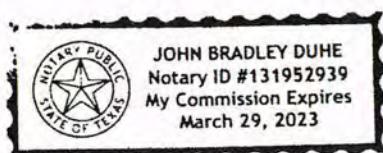
STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

On this 30th day of April, 2019, before me, Notary, personally appeared **Robert J. Hayes**, Senior Manager, Network Engineering/Operations for MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of MCImetro Access Transmission Services Corp. d/b/a/ Verizon Access Transmission Services, and that by his signature on the instrument executed the instrument.

WITNESS my hand and official seal.

  
Notary

(SEAL)



**EXHIBIT A**

**STATEMENT OF POLICY AND STANDARD SPECIFICATIONS  
FOR COMMUNICATIONS CABLE  
AND FACILITIES IN PUBLIC RIGHTS-OF-WAY**

*[Attach copy of current Policy]*

**STATEMENT OF POLICY AND STANDARD SPECIFICATIONS FOR  
COMMUNICATIONS CABLE AND FACILITIES IN PUBLIC RIGHTS-OF-WAY**

**SECTION A - PERMIT REQUIRED; TERMS DEFINED**

(i) No person shall use any space above, on or beneath the surface of any street, alley, sidewalk or other public ground within the City of La Vista (“CITY”) for the installation, operation and maintenance of any underground fiber optic cable, coaxial cable, or any other telecommunications or communications cable, line, facility, or appurtenance, unless such person has received a permit therefore granted by a **Master Agreement for Communications Cable and Facilities in Public Rights-of-Way** (the “Agreement”), approved by Resolution of the City Council, or as otherwise provided herein. This **Statement of Policy and Standard Specifications for Communications Cable and Facilities in Public Rights-of-Way** (the “Policy”) shall not apply to any cable or other facilities installed or operated by the holder of any CITY franchise under its terms for telephone, cable television, or communications purposes wherein such telephone, cable television service, or communications is provided to the inhabitants of CITY as described in such franchise.

(ii) For purposes of this Policy, all terms not otherwise defined herein shall have the respective meanings ascribed to them as set forth in the Agreement.

**SECTION B - APPLICATION FOR PERMIT**

(i) Application for such permit shall be made to CITY’s Building Department, and such application shall be in writing, stating specifically the space desired, its length, breadth and depth, the streets, alleys, sidewalks or other public space intended to be used, the use intended to be made thereof, a description of the users if the facility is not to be available to the general public, a description of all users if any conduit or other Facilities is to be shared by a number of users, and the carrying capacity and diameter of the Cable or other Facilities being installed. The Building Department shall forward the application to the Public Works Department for review and comment. Thereafter, the Building Department, City Engineer or the Public Works Department may request such additional information as they deem appropriate for their determination or that of the City Council with reference to such application. All such applications for which there is no Agreement in effect conforming to this Policy and these specifications shall be referred to the City Council for approval of an Agreement by Resolution prior to the granting of any permit. Other permits (for which such an Agreement is in effect) may be granted by the Building Department with the review and approval of the City Engineer or Public Works Department.

(ii) Following initial application and discussions with the Building Department, City Engineer and Public Works Department, as applicable, concerning the placement of such Cable, line or Facility, and related appurtenances, the applicant or PERMITTEE shall supply accurate drawings sealed by a Nebraska-licensed professional engineer produced to a scale of one inch (1") equaling fifty feet (50'), or as specified by such City representatives during discussion and review of the initial application. The plans shall be a plan and profile of the proposed route, with Rights-of-way lines and pavement lines shown. Such plans must show typical sections for pavement cuts and crossings, with specific details for any conflicts with other utility structures and conduits.

(iii) Within thirty (30) days after completion of the construction and installation work, PERMITTEE shall provide as-built construction drawings, signed and certified by a Nebraska-licensed professional engineer, to the Public Works Department. In that connection, one set of paper prints shall be provided, along with Mylar and a digital copy on electronic storage media with each sheet being a .pdf file. In addition, ArcGIS or AutoCAD files shall be provided to the Public Works Department on electronic storage media so CITY can update and keep a current composite record of all the utilities within its jurisdiction. Updated route maps, required drawings, and as-built construction drawings must be provided to the Public Works Department whenever a change is made to the approved Cable, line, Facility, or related appurtenances placement.

## **SECTION C - CONSTRUCTION SPECIFICATIONS**

(i) The work shall be constructed in accordance with plans and specifications approved by the Public Works Department, which approval shall be granted in a competitively neutral and non-discriminatory manner. All excavations and pavement replacements in public streets shall comply with Municipal Code for CITY (the "City Code"), except that the provisions concerning bonds contained within this Policy shall control. Where the Cable or conduit is located beneath the pavement of major traffic streets or arterial streets, the minimum depth from the top of the Cable to the top surface of the ground or street, as applicable, shall be not less than thirty inches (30"), unless otherwise directed in writing by the Public Works Department. Cable or conduit buried beneath residential streets shall have a minimum depth below the top surface of the street of twenty-four inches (24"). In no instances shall Cable be buried to a depth of less than twenty-four inches (24"), unless a greater depth is directed by the Public Works Department in writing. Pull boxes and other items shallower than the depth specified above shall be clearly shown on the completed plans and as-built construction drawings covering the installation work.

(ii) All land surfaces and all pavement shall be restored to the same or similar conditions existing prior to PERMITTEE's construction, and shall require acceptance by the City Engineer to comply with City Code. In addition thereto, all established lawns which have been disturbed by the installation shall be resodded and all other earth surfaces shall be seeded and blanketed unless otherwise specified in the permit.

(iii) All Cable buried beneath public streets must be encased in a protective sheath strong enough to avoid damage from the first accidental contact with hand tools. All pavement cuts must be completed in accord with all applicable provisions of the City Code, ordinances, and specifications, as adopted or amended from time to time.

## **SECTION D - BOND, INSURANCE AND PUBLIC LIABILITY**

(i) Bond. Every applicant for such permit shall file with CITY a continuing performance bond in the amount of Fifty Thousand dollars (\$50,000.00), or such greater sum determined by the City Engineer to be reasonably proportionate to the size and scope of the work to be performed within CITY's Rights-of-way and potential loss(es) or damage(s) CITY may sustain if PERMITTEE fails to perform the Agreement and comply with the conditions of the Agreement and of the permit. Such bond shall guarantee PERMITTEE's performance of the Agreement and

## Exhibit A

compliance with the conditions of the Agreement and of the permit, including, without limitation, completion of all construction and installation efforts. **Such bond by its terms shall remain in effect during the term of the Agreement** or until PERMITTEE ceases operating its Telecommunications Facilities within CITY and completes all removal, restoration, and other requirements of this Agreement without breach, whichever is later. All bonds and sureties shall be approved by the City Engineer before such permit becomes effective. All bonds shall be conditioned that PERMITTEE and their heirs, successors and assigns:

- (A) Shall faithfully perform the Agreement and comply with all conditions of the Agreement and of the permit;
- (B) Shall save and keep CITY free and harmless from any and all loss, liability or damages or claims for damages arising from or out of the use of the space subject to the permit or arising from or out of PERMITTEE's activities and operations under the Agreement and permit, except such claims solely caused by CITY's own gross negligence or intentional misconduct;
- (C) Shall conduct work and activities under the Agreement and permit such that the street(s), alley(s), sidewalk(s) or other public ground(s) affected by PERMITTEE's work and activities under the Agreement and permit shall at all times after the completion of the work and activities be safe for public use;
- (D) Shall fully and completely protect CITY against any and all litigation growing out of the granting of such permit or anything done under such permit, except to the extent solely caused by CITY's intentional misconduct or gross negligence as previously specified;
- (E) Shall remove, at the conclusion of the Agreement, any Cable, conduit, equipment, or other Facility buried or otherwise placed in the Rights-of-way by PERMITTEE to the extent that such removal is requested by CITY, at the sole cost and expense of PERMITTEE or its heirs, successors or assigns;
- (F) Shall faithfully comply with, perform and observe all of the terms and conditions of this Policy and any other conditions and provisions of City Code; and
- (G) Shall promptly and fully pay, when due, any amounts coming due to CITY or others under the Agreement, the permit, this Policy, or any Ordinance of CITY.

PERMITTEE and the owners (from time to time) of the permitted communication Cable or Facilities shall be jointly and severally liable to CITY for the performance of all of the conditions of the bond above-described. Whenever the City Engineer shall be of the opinion that the sum or surety on such bond given in connection with a permit issued hereunder has become insufficient, and shall so declare such insufficiency in writing sent by regular U.S. Mail to PERMITTEE, or to his, her, or its successor or assign, PERMITTEE, successor or assign shall obtain a new bond for such permit with a new surety, to be filed with and approved by the City Engineer. The bond, or any new bond (as the case may be), shall establish the maximum liability of the surety for loss(es) CITY may sustain if PERMITTEE fails to perform the Agreement and comply with the conditions

## Exhibit A

of the Agreement and of the permit, but shall not in any respect limit the liability of PERMITTEE concerning any such loss(es).

(ii) **Insurance.** In addition to the bond, PERMITTEE, or his, her, or its successor or assign shall procure and thereafter continuously maintain in full force and effect, for as long as this Agreement remains in effect, at applicant's or PERMITTEE's expense: (1) Commercial General Liability ("CGL") with a limit of \$1,000,000 per occurrence for bodily injury (including death) and property damage liability and \$5,000,000 general aggregate including products/completed operations and explosion, collapse and underground hazards, and CITY shall be included as an Additional Insured-as on such coverages on a primary and non-contributory basis as its interest may appear under this Agreement, including completed operations, Waiver of Subrogation in favor of CITY, (2) Commercial Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit (CSL) each accident for bodily injury and property damage covering all Owned, Hired, and Non-Owned motor vehicles, (3) Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) of operation and employer's liability with a limit of \$500,000.00, each accident/disease/policy limit. This Agreement shall be defined as an insured contract. On all such policies and certificates of insurance PERMITTEE shall cause CITY to be included as an Additional Insured for the duration of this Agreement and completion of all work on CITY property, excluding workers compensation and employer's liability, and shall waive subrogation of claims against CITY as an Additional Insured. All such policies and certificates of insurance shall be issued by companies authorized to do business in the State of Nebraska. **A certificate of insurance shall be filed with the City Clerk's office prior to commencement of any construction or installation or other work or activity under a permit**, which evidences compliance with the policy requirements stated above. Upon receipt of notice from its insurer(s) PERMITTEE shall provide the City Clerk with thirty (30) days' prior written notice of cancellation of any coverage required herein. Any cancellation, termination, or lapse of a required insurance coverage shall automatically revoke any permit issued, but the Director of Public Works may reinstate such permit if satisfactory certificate(s) of insurance is/are provided within thirty (30) days.

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

(i) No person, whether permitted under this Policy or otherwise shall ever use the space above, on or under any street, alley, sidewalk or public ground of CITY in such manner as to interfere with any traffic control or energy cable, sewer, gas or water conduit or installation, or any other public facilities, installations, or utilities lawfully above, on or under such street, alley, sidewalk or other public space unless by consent of CITY specifically granted in the permit. Whenever any applicant or PERMITTEE is given permission or required to relocate any existing public facility, such relocation shall be entirely at the cost and expense of the applicant or PERMITTEE. All such relocation work shall be subject to the approval and control of CITY or other public entity controlling such public facility, and all such work shall be done promptly in accordance with the directions of the City Engineer or Public Works Department so as to minimize the interruption of the public's use of such facilities.

(ii) All work undertaken by the applicant or PERMITTEE which requires inspection by CITY, as specified by law, ordinance, or regulation, or in the permit or Agreement, shall be

## Exhibit A

performed subject to the requirement that CITY be fully reimbursed for its reasonable and documented inspection costs, whether the same are incurred as part of the initial installation or the relocation of either PERMITTEE's Facilities or those belonging to CITY or any other utility service, or during maintenance or repair work by PERMITTEE.

(iii) In addition thereto, all permits governed by these specifications are granted subject to the requirement and condition that whenever any work is initiated by CITY, the State of Nebraska, Sarpy County, the Omaha Public Power District or any other publicly owned entity, Black Hills Energy, or any holder of any franchise from CITY, or is needed to be performed in proximity to the Facilities of PERMITTEE, PERMITTEE shall relocate or otherwise safeguard its Facilities within a reasonable time, not to exceed sixty (60) days from written request for the same, in order to reasonably accommodate such work. If PERMITTEE fails to undertake or cause the relocation or safeguarding of its Communications Cable or Facilities within a reasonable time, then CITY shall have the right to relocate or allow relocation of PERMITTEE's Communications Cable or Facilities and to assess and collect the reasonable and documented cost from PERMITTEE or any other owner of the Facility.

(iv) PERMITTEE shall, at its own cost, maintain a local agent available on a twenty-four hour per day, seven day per week basis, to provide to CITY, any public entity, or any other person permitted to do work in any CITY Rights-of-way, detailed and accurate information concerning the locations, whether in plan, section or profile, or any combination of the same, of PERMITTEE's Cable, lines, appurtenances or other Facilities. This requirement can be satisfied by PERMITTEE's utilization of a local utility locating service maintained by others, or this provision may be satisfied by any other local, competent agency. PERMITTEE shall be a party to the Nebraska One-call system.

(v) PERMITTEE, its heirs, successors and assigns, shall at all times be and remain solely responsible for injuries and damages to its Cable, lines, appurtenances and other Facilities caused by any party due to any inaccuracies in the information given by PERMITTEE or its agent(s) with respect to the location of such Cable, lines, appurtenances, or other Facilities. CITY, working on public property, shall be responsible for damages to PERMITTEE's Communications Cable or Facilities only if and to the extent that such damages are solely caused by the intentional misconduct or gross negligence of CITY for the Communications Cable or Facilities of PERMITTEE.

## SECTION F - REVOCATION OF PERMIT; REMOVAL OF FACILITIES

(i) A permit issued under this Policy may be revoked by Resolution of the City Council upon a finding by the Council of such facts shown below and a failure of PERMITTEE to cure such breach within thirty (30) days of sending written notice to such person by the City Clerk, for the following reasons:

- (A) Failure of PERMITTEE to make any required payment to CITY within thirty (30) days after the payment due date;
- (B) Failure or neglect of PERMITTEE to comply with any material provisions of this Policy, these specifications, the permit, the Agreement, or any provision of City

## Exhibit A

Code applicable to the permit or the use and occupancy of Rights-of-way.

(ii) Upon revocation, expiration, or termination of the permit, PERMITTEE shall forthwith, as directed by the City Engineer, either remove or abandon in place the Cable, lines, Facilities, and/or appurtenances for which the permit was granted. If pursuant to the foregoing, the City Engineer directs PERMITTEE to remove PERMITTEE's Cable, lines, Facilities and/or appurtenances, then within a reasonable time PERMITTEE shall remove as directed any Cable, lines, Facilities, and/or appurtenances buried or installed by PERMITTEE, and after such removal PERMITTEE shall restore all land surfaces and all pavement as specified more fully in SECTION C(ii) above. All removals and restoration of land and public facilities shall be at the cost of PERMITTEE, and PERMITTEE shall hold CITY free from any and all encroachments or claims of any type. PERMITTEE's facilities which are not removed as directed by CITY shall become the property of CITY upon CITY's certification that PERMITTEE has complied with all requirements of abandonment or cancellation with respect to the specific segment of Cable involved. If PERMITTEE fails or refuses to complete such removal or abandonment in place, as directed by CITY, and restoration as specified more fully in Section C(ii), within six (6) months after revocation, expiration, or termination of any such permit, then CITY may cause such work to be done and the cost of such work shall be paid by PERMITTEE to CITY on demand, and until paid such cost shall be a lien against and upon all Cable, lines, Facilities, equipment, and other property of PERMITTEE.

(iii) Upon a determination by the City Council that Rights-of-way space for which the permit is granted is needed for other public use and that relocation is required, then PERMITTEE's rights under said permit may be transferred, to the extent possible by the cooperation of CITY and PERMITTEE, to another specific space within the same or nearby Rights-of-way that is satisfactory to the City Engineer. Such relocation work shall be accomplished by the PERMITTEE at its costs within the time frame specified in Section E(iii) hereof.

### **SECTION G - COSTS TO BE PAID BY PERMITTEE TO CITY FOR USE OF PUBLIC RIGHTS-OF-WAY**

(i) Payment of Occupation Tax for Use of Public Rights-of-Way for Telecommunication or Communication Services offered to the General Public for a Fee. If PERMITTEE is using the public space within the Rights-of-way for Telecommunication or communication services, fiber rental, or fiber use offered to users or subscribers within the corporate limits of CITY for a fee, PERMITTEE shall pay to CITY on an annual basis an occupation tax, as provided in Article IV(C) of the Agreement. In the event that PERMITTEE's use of the public Rights-of-way is for the purposes set forth herein, the rental fee set forth in Section G(ii) below shall not apply.

(ii) Payment of Rental Fee for Use of Public Rights-of-Way for Private, Non-Public Telecommunication Services. If PERMITTEE will be occupying or using the public space within the Rights-of-way solely for purposes that are not described in subsection G(i) above (such as (a) for private, non-public telecommunication or communication services, fiber rental, or fiber use, or (b) for users or subscribers all of whom are located outside the corporate boundaries of CITY, or (c) in other circumstances deemed appropriate by CITY, PERMITTEE shall pay to CITY an annual rental fee for the use and occupancy of CITY's public space within the Rights-of-way, upon, above,

## Exhibit A

under or within said public street, alley, sidewalk or other public ground occupied by such use, which rental shall be the sum of Two Dollars and No Cents (\$2.00) per lineal foot of space occupied upon, above, under or within the public street, alley, sidewalk or other public ground (the "rental fee"). In the event that PERMITTEE's use of the public Rights-of-way is for the purposes set forth herein, the Occupation Tax for use of Public Rights-of-way for Telecommunication or Communications Services, set forth in Section G(i) above, shall not apply.

(iii) Payment of Direct Costs. In addition to Sections G(i) and G(ii) herein, PERMITTEE also shall promptly pay or reimburse CITY for any actual direct and indirect costs incurred by CITY in facilitating, regulating, or otherwise incurred in connection with PERMITTEE's use of the public Rights-of-way, including, but not limited to, the following: (a) applicable regulatory expenses resulting from such use, such as the fees related to permit applications; (b) inspection costs; and (c) actual costs of CITY of all barricading, traffic detour or warning signing or flagging not actually performed by PERMITTEE, and for all other direct and indirect costs and expenses incurred by CITY in regulating PERMITTEE's use of Rights-of-way pursuant to the permit and Agreement.

(iv) Payments. All payments pursuant to Section G(i) shall be due and payable as provided in City Code, or as otherwise provided herein. All payments made under Section G(ii) shall be due and payable in advance on the first day of January of each year; provided, however, if the permit is issued for such Rights-of-way space after the first day of January, the amount of the initial payment shall be prorated from the day when such permit is issued through December 31 of that same calendar year, and such initial payment shall be due and payable within ten (10) days after the prorated rental amount due is certified to PERMITTEE by the City Engineer. Any annual rental due (other than the rental due for any initial partial year) shall be due and payable on or before the first day of January thereafter. Any such rent shall become delinquent on the first day of January of each year, and such delinquent rent shall draw interest at the maximum rate of interest allowable by law in the State of Nebraska under such circumstances, or at any lesser rate of interest may be specified in the permit. Upon no less than ten (10) days written notice to PERMITTEE, CITY shall have the right to audit, or designate an accounting firm to audit, PERMITTEE's accounting records relating to its performance under this Agreement.

## **EXHIBIT B**

### **COMMUNICATIONS FACILITIES LOCATIONS, PLANS, AND SPECIFICATIONS**

Exhibit B shall be comprised of all proposed and future locations, plans, and specifications of Communications Facilities as approved by authorized representatives of CITY from time to time.

*[Attach copies of initial and future applicable plans and specifications as approved from time to time]*

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES — 60 <sup>TH</sup> ANNIVERSARY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to authorize professional event management services associated with commemorating the City's 60<sup>th</sup> Anniversary from Wellington, Overland Park, KS in an amount not to exceed \$23,625.

**FISCAL IMPACT**

The FY19/20 Biennial Budget provides funding for the recommended professional services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City will celebrate 60 years of incorporation on February 23, 2020. To commemorate this milestone, staff wants to refresh traditional annual events; increase public awareness about the City; engage residents of all ages; strengthen relationships with the business community and generate employee enthusiasm.

Wellington's proposed management services are needed to assist staff with brainstorming and idea generation for all events supporting the 60<sup>th</sup> Anniversary celebration, conceptualize a new community family event and develop a marketing plan to bring it all together.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELLINGTON, OVERLAND PARK, KANSAS, FOR PROFESSIONAL EVENT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$23,625.

WHEREAS, the City desires to enter into a professional services agreement with Wellington for professional event management services for the City's 60th Anniversary; and

WHEREAS, the FY 2019/2020 Biennial Budget includes funding for the proposed professional services; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a professional services agreement with Wellington, Overland Park, Kansas, for professional event management services for the City's 60th Anniversary in an amount not to exceed \$23,625.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT - ROOF REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to award a contract to ERNCO Inc. of Cedar Creek, Nebraska for the replacement of the concession stand roof at the La Vista Sports Complex in the amount not to exceed \$11,925.00.

**FISCAL IMPACT**

The FY19/20 Biennial Budget includes funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed project will replace the original asphalt shingle roof on the concession building at the La Vista Sports Complex.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ERNCO, INC., CEDAR CREEK, NEBRASKA FOR THE REPLACEMENT OF THE CONCESSION STAND ROOF AT THE LA VISTA SPORTS COMPLEX IN AN AMOUNT NOT TO EXCEED \$11,925.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the concession stand roof at the La Vista Sports Complex is necessary; and

WHEREAS, the FY19/FY20 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to ERNCO, Inc., Cedar Creek, Nebraska for the replacement of the concession stand roof at the La Vista Sports Complex in an amount not to exceed \$11,925.00.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 1 84 <sup>TH</sup> STREET PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to execute Change Order No. 1 with Swain Construction for a deduct of \$85,132.50, resulting in a contract price not to exceed \$1,789,913.73 for the 84<sup>th</sup> Street Rehabilitation project.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

One (1) bid for this project was received by Swain Construction in the amount of \$1,875,046.23 which was 47% above the Engineers Estimate of \$1,273,354.00. In discussions with the contractor, there were bid items such as barricading and mobilization that could be reduced due to efficiencies gained from the contractor's proposed project phasing. The phasing also lengthened the closure time of each portion of the lane, which reduced the need for the high early strength PR1-3500 concrete mix for most of the repair panels, and a less costly, more typical 47-B 3500 concrete mix could be used. Dowels and baskets were also eliminated from the panel repairs, but tie joint bars were still used at standard lengths and locations. These realized efficiencies and material changes resulted in a lower per unit cost for bid items related to the concrete panel, sidewalk, curb, median surfacing and curb ramp work.

Also, between the time the plans were completed and the time the project began, the storm sewer lines were inspected and found to be in good shape, therefore the majority of the bid items related to the removal and replacement of inlets and storm sewer pipe can also be reduced or eliminated from the project.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 1 TO THE 84TH STREET PAVEMENT REHABILITATION CONTRACT WITH SWAIN CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR A DEDUCTION TO THE CONTRACT PRICE IN AN AMOUNT NOT TO EXCEED \$85,132.50.

WHEREAS, the City has determined it is necessary to make a deduction in the contract price; and

WHEREAS, the FY19/20 biennial budget provides funding for this project; and

WHEREAS, the change order will decrease the contract price by \$85,132.50 to a total of \$1,789,913.73; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 1 to the 84th Street Pavement Rehabilitation contract with Swain Construction, Inc., Omaha Nebraska, to provide for a deduction to the contract in an amount not to exceed \$85,132.50.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# olsson



## CHANGE ORDER

No. 1

Date of Issuance: April 24th, 2019

Effective Date: April 24th, 2019

Project: La Vista City Centre 84 <sup>th</sup> Street Rehabilitation	Owner: City of La Vista	Owner's Contract No.: PWST-19-004
Contract: 84 <sup>th</sup> Street Rehabilitation		Date of Contract:
Contractor: Swain Construction		Engineer's Project No.: B16-0546

**The Contract Documents are modified as follows upon execution of this Change Order:**

DESCRIPTION: Value Engineering Swain's original bid as per attachment #1 on newly agreed upon pricing per the attached Unit Price

Reduction sheet from Swain.

Attachments: (List documents supporting change): See attached Attachment #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 1,875,046.23</u>	Original Contract Times: Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>
No Change from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : <u>  \$  </u>	No Change from previously approved Change Orders No. Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>
Contract Price prior to this Change Order: <u>\$1,875,046.23</u>	Contract Times prior to this Change Order: Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>
Decrease Change of this Change Order: <u>\$85,132.50</u>	Changes of this Change Order:
Contract Price incorporating this Change Order: <u>\$ 1,789,913.73</u>	Contract Times with all approved Change Orders: Final Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>October 26, 2019</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Anthony E. Geller</u> Engineer (Authorized Signature)	By: <u>Int. D. S. D.</u> Contractor (Authorized Signature)	By: _____ Owner (Authorized Signature)
Title: <u>P.E.</u>	Title: <u>  </u>	Title: _____
Date: <u>04-24-19</u>	Date: <u>  </u>	Date: _____

olsson


 84th Street Rehabilitation  
 Change Order No. 1 Attachment #1

Project # B16-0546 Prepared By: Stacy Zablocki

Owner: City of LaVista

Contractor: Swain Construction

4/23/2019

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)
<b>BID SECTION:</b>							
1	MOBILIZATION	LS	1.00	(0.0167)	0.98	\$ 120,381.00	\$ (2,004.34)
2	PROVIDE TEMPORARY TRAFFIC CONTROL - 84TH STREET	LS	1.00		1.00	\$ 29,116.00	\$ -
3	GRANVILLE	LS	1.00	(0.39)	0.61	\$ 7,768.00	\$ (3,006.22)
4	FURNISH FLASHING ARROW PANEL	DAY	86.00	(20.00)	66.00	\$ 98.60	\$ (1,972.00)
5	REMOVE CURB	LF	252.00		252.00	\$ 8.84	\$ -
6	CONCRETE CURB & GUTTER (2' WIDE)	LF	252.00	(252.00)	-	\$ 27.30	\$ (6,879.60)
6A	CONCRETE CURB & GUTTER (2' WIDE) (PRICE REDUCTION)	LF	-	252.00	252.00	\$ 25.32	\$ 6,380.64
7	CONCRETE CURB REPAIR	LF	402.00	(402.00)	-	\$ 37.70	\$ (15,155.40)
7A	CONCRETE CURB REPAIR (PRICE REDUCTION)	LF	-	402.00	402.00	\$ 35.72	\$ 14,359.44
8	REMOVE SIGN	EA	1.00		1.00	\$ 87.00	\$ -
9	REMOVE SIDEWALK	SF	1,901.00		1,901.00	\$ 1.24	\$ -
10	CONSTRUCT 4" PCC SIDEWALK	SF	992.00	(992.00)	-	\$ 6.19	\$ (6,140.48)
10A	CONSTRUCT 4" PCC SIDEWALK (PRICE REDUCTION)	SF	-	992.00	992.00	\$ 5.90	\$ 5,852.80
11	CONSTRUCT CONCRETE CURB RAMP	SF	909.00	(909.00)	-	\$ 12.40	\$ (11,271.60)
11A	CONSTRUCT CONCRETE CURB RAMP (PRICE REDUCTION)	SF	-	909.00	909.00	\$ 11.74	\$ 10,671.66
12	CONSTRUCT DETECTABLE WARNING PANEL	SF	104.00		104.00	\$ 17.55	\$ -
13	RECONSTRUCT MEDIAN CROSSING	SF	116.00	(116.00)	-	\$ 10.35	\$ (1,200.60)
13A	RECONSTRUCT MEDIAN CROSSING (PRICE REDUCTION)	SF	-	116.00	116.00	\$ 9.91	\$ 1,149.56
14	REPAIR MEDIAN SURFACING	SF	797.00	(797.00)	-	\$ 8.71	\$ (6,941.87)
14A	REPAIR MEDIAN SURFACING (PRICE REDUCTION)	SF	-	797.00	797.00	\$ 8.27	\$ 6,591.19
15	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	CY	84.00	(84.00)	-	\$ 650.00	\$ (54,600.00)
15A	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH (PRICE REDUCTION)	CY	-	84.00	84.00	\$ 621.88	\$ 52,237.92
16	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	CY	140.00	(140.00)	-	\$ 503.00	\$ (70,420.00)
16A	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH (PRICE REDUCTION)	CY	-	140.00	140.00	\$ 474.63	\$ 66,448.20
17	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	CY	209.00	(170.42)	38.58	\$ 424.00	\$ (72,258.08)
17A	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH (PRICE REDUCTION)	CY	-	300.00	300.00	\$ 385.42	\$ 115,626.00
18	FOUNDATION COURSE REPLACEMENT	CY	159.00	(159.00)	-	\$ 182.00	\$ (28,938.00)
18A	FOUNDATION COURSE REPLACEMENT (PRICE REDUCTION)	CY	-	59.00	59.00	\$ 158.35	\$ 9,342.65
19	PREFORMED EXPANSION JOINT, TYPE A	LF	130.00	(130.00)	-	\$ -	\$ -
20	REPLACE INLET TOP	EA	61.00	(61.00)	-	\$ 2,866.00	\$ (174,826.00)
20A	REPLACE INLET TOP (PRICE REDUCTION)	EA	-	61.00	61.00	\$ 2,854.17	\$ 174,104.37
21	*RECONSTRUCT CURB INLET	EA	5.00	(5.00)	-	\$ 3,742.00	\$ (18,710.00)
21A	*RECONSTRUCT CURB INLET (PRICE REDUCTION)	EA	-	2.00	2.00	\$ 3,534.20	\$ 7,068.40
22	*RECONSTRUCT 15" RCP, CLASS III	LF	100.00	(75.00)	25.00	\$ 78.15	\$ (5,861.25)
23	*RECONSTRUCT 18" RCP, CLASS III	LF	500.00	(475.00)	25.00	\$ 81.20	\$ (38,570.00)
24	ADJUST MANHOLE TO GRADE	EA	8.00	(8.00)	-	\$ 741.00	\$ (5,928.00)
24A	ADJUST MANHOLE TO GRADE (PRICE REDUCTION)	EA	-	4.00	4.00	\$ 729.17	\$ 2,916.68
25	*ADJUST VALVE BOX TO GRADE	EA	5.00	(5.00)	-	\$ 663.00	\$ (3,315.00)
25A	*ADJUST VALVE BOX TO GRADE (PRICE REDUCTION)	EA	-	5.00	5.00	\$ 651.17	\$ 3,255.85
26	INSTALL PERMANENT PERFORMED TAPE MARKING - TYPE 4, 5" WHITE	LF	6,793.00		6,793.00	\$ 3.89	\$ -
27	INSTALL PERMANENT PERFORMED TAPE MARKING - TYPE 4, 5" YELLOW	LF	1,628.00		1,628.00	\$ 4.58	\$ -
28	INSTALL PERMANENT PERFORMED TAPE MARKING - TYPE 3, 12" WHITE	LF	387.00		387.00	\$ 10.75	\$ -
29	INSTALL PERMANENT PERFORMED TAPE MARKING - TYPE 3, 24" WHITE	LF	1,239.00		1,239.00	\$ 22.90	\$ -
30	INSTALL PERMANENT PERFORMED TAPE MARKING SYMBOL - TYPE DIRECTIONAL ARROW RIGHT, WHITE	EA	19.00		19.00	\$ 273.00	\$ -
31	INSTALL PERMANENT PERFORMED TAPE MARKING SYMBOL - TYPE DIRECTIONAL ARROW LEFT, WHITE	EA	26.00		26.00	\$ 273.00	\$ -
32	INSTALL TEMPORARY PAINT MARKING - WHITE	LF	5,000.00		5,000.00	\$ 0.35	\$ -
33	HYDRATED LIME/WARM MIX ASPHALT	EA	6,880.00		6,880.00	\$ 2.91	\$ -
34	ASPHALTIC CONCRETE, TYPE SLX	TON	6,880.00		6,880.00	\$ 69.55	\$ -
35	*ASPHALTIC CONCRETE FOR PATCHING, TYPE SLX	TON	125.00	(115.00)	10.00	\$ 159.00	\$ (18,285.00)
36	PERFORMANCE GRADED BINDER (58V-34)	TON	289.00		289.00	\$ 767.00	\$ -
37	TACK COAT	GAL	8,485.00		8,485.00	\$ 3.46	\$ -
38	*REMOVE ASPHALT SURFACING FROM PAVEMENT	SY	500.00	(400.00)	100.00	\$ 6.67	\$ (2,668.00)
38A	COLD MILLING, CLASS 4 - 2" DEPTH	SY	36,864.00		36,864.00	\$ 5.78	\$ -
39	CONCRETE SURFACE MILLING - 2" DEPTH	SY	7,461.00	(24.00)	7,437.00	\$ 7.81	\$ (187.44)
40	RAP INCENTIVE	EA	11,696.00		11,696.00	\$ 1.22	\$ -
41	*SEEDING TYPE TURF (EROSION CONTROL TYPE II)	AC	0.50		0.50	\$ 8,422.00	\$ -
42	INSTALL CURB INLET PROTECTION	EA	68.00		68.00	\$ 191.00	\$ -
43	RENTAL OF DUMP TRUCK, FULLY OPERATED	R	15.00	(5.00)	10.00	\$ 84.35	\$ (421.75)
44	RENTAL OF SKID LOADER, FULLY OPERATED	R	15.00	(5.00)	10.00	\$ 61.60	\$ (308.00)
45	RENTAL OF LOADER, FULLY OPERATED	R	15.00	(5.00)	10.00	\$ 102.00	\$ (510.00)
46	RENTAL OF MOTOR GRADER, FULLY OPERATED	HOU R	15.00	(5.00)	10.00	\$ 114.00	\$ (570.00)
<b>CHANGE ORDER NO.1</b>							
A1	Millings to City	SY	-	44,301.00	44,301.00	\$ (0.23)	\$ (10,189.23)
						<b>TOTAL</b>	<b>\$ (85,132.50)</b>

 Original Contract Cost \$ 1,875,046.23  
 Change Order No. 1 \$ (85,132.50)  
 Total Contract Costs \$ 1,789,913.73

**84TH STREET PAVEMENT REHABILITATION**  
**UNIT PRICE REDUCTION - 47B-3500 vs PR1-3500 & NO DOWEL BARS OR BASKETS (TIE BARS @ 33" C-C)**

Bid Item	Description	Quantity	Unit	Bid Unit Price	Bid Total Price	Unit Price Reduction	Total Price Reduction
6	CONCRETE CURB & GUTTER (2' WIDE)	252.00	LF	27.30	6,879.60	1.98	499.18
7	CONCRETE CURB REPAIR	402.00	LF	37.70	15,155.40	1.98	796.31
10	CONSTRUCT 4" PCC SIDEWALK	992.00	SF	6.19	6,140.48	0.29	288.57
11	CONSTRUCT CONCRETE CURB RAMP	909.00	SF	12.40	11,271.60	0.66	595.49
13	RECONSTRUCT MEDIAN CROSSING	116.00	SF	10.35	1,200.60	0.44	50.78
14	REPAIR MEDIAN SURFACING	797.00	SF	8.71	6,941.87	0.44	348.92
15	CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH **	84.00	CY	650.00	54,600.00	28.12	2,361.98
16	CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH **	140.00	CY	503.00	70,420.00	28.37	3,971.31
17	CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH **	209.00	CY	424.00	88,616.00	38.58	8,063.09
18	FOUNDATION COURSE REPLACEMENT **	159.00	CY	182.00	28,938.00	23.65	3,760.35
20	REPLACE INLET TOP	61.00	EA	2,866.00	174,826.00	11.83	721.33
21	RECONSTRUCT CURB INLET **	5.00	EA	3,742.00	18,710.00	207.80	1,039.00
24	ADJUST MANHOLE TO GRADE **	8.00	EA	741.00	5,928.00	11.83	94.60
25	ADJUST VALVE BOX TO GRADE **	5.00	EA	663.00	3,315.00	11.83	59.13
						22,650.03	

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER No. 1 PARK VIEW BLVD RESURFACING 72 <sup>ND</sup> ST TO 84 <sup>TH</sup> ST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve Change Order No. 1 with Swain Construction, Inc. of Omaha, Nebraska for the Park View Blvd Resurfacing-72<sup>nd</sup> St to 84<sup>th</sup> St that reduces the cost by \$10,575.50 resulting in a revised contract price not to exceed \$793,983.55. The reductions are the result of communications with the Contractor to find cost savings for the project.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval

**BACKGROUND**

On February 19, 2019, the City Council awarded a contract for this project in the amount of \$804,559.05. The bids were in excess of the costs anticipated for this project. However, the pavement conditions made it necessary to proceed with the work. Staff had discussions with the Contractor seeking options to reduce costs without affecting the scope or quality of the work. The reductions in Change Order No. 1 are the result of this effort.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 1 TO THE PARK VIEW BLVD RESURFACING 72ND ST. TO 84TH ST. CONTRACT WITH SWAIN CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR A DEDUCTION TO THE CONTRACT PRICE IN AN AMOUNT NOT TO EXCEED \$10,575.50.

WHEREAS, the City has determined it is necessary to make a deduction in the contract price; and

WHEREAS, the FY19/20 biennial budget provides funding for this project; and

WHEREAS, the change order will decrease the contract price by \$10,575.50 to a total of \$793,983.55; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 1 to the Park View Blvd. Resurfacing 72nd St. to 84th St. contract with Swain Construction, Inc., Omaha Nebraska, to provide for a deduction to the contract in an amount not to exceed \$10,575.50.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

CHANGE ORDER NO. 1

PARK VIEW BLVD RESURFACING-72<sup>ND</sup> TO 84TH

CITY OF LA VISTA, NEBRASKA

DATE OF CONTRACT: March 5, 2019

CHANGE ORDER PREPARED: April 17, 2019

OWNER: City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128  
Attn: John Kottmann

CONTRACTOR: Swain Construction, Inc.  
6002 North 89<sup>th</sup> Circle  
Omaha, NE 68134  
Attn: Greg Armstrong

DESCRIPTION OF CHANGES:

Change Asphalt Surface Course Mix from Type SPH (PG 64-34) to SPR (PG 64-34), maximum RAP percentage shall remain at 25%.

Accept Alternate No. 1 for City to retain ownership of millings and allow them to be stockpiled on City-owned property within 6 miles of the job site.

Reductions:

Item	Description	Unit	Price	Qty.	Amount
1.	Change Asphaltic Concrete Mix From SPH (64-34) to SPR (64-34), Maximum RAP of 25%, Deduct	\$ 1.50/TN		3,160 TN	(\$ 4,740.00)
2.	Disposal of millings on City-owned property, Deduct	\$ 0.22/SY		26,525 SY	(\$ 5,835.50)
Total Reductions:					(\$10,575.50)
Original Contract Price					\$804,559.05
Revised Contract Price					\$793,983.55

The contract time will not be changed.

REASONS FOR CHANGES:

- A. The Contractor offered a deduct to change the mix to one that is more frequently produced and still sufficient for the application.
- B. The Contractor agreed to provide a deduct if allowed to dispose of millings on City-owned property.

RECOMMENDED BY: \_\_\_\_\_

John M. Kottmann, P.E.  
City Engineer

The undersigned parties to the above-referenced contract hereby agree to the changes set forth above.

CITY OF LA VISTA

SWAIN CONSTRUCTION, INC.

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By: \_\_\_\_\_ Title \_\_\_\_\_

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Attest \_\_\_\_\_

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By: \_\_\_\_\_ Title \_\_\_\_\_

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Attest \_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 2 CIVIC CENTER PARK PHASE II	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve a change order to the contract with Blade Masters Grounds Mntc., Inc. of Bennington, Nebraska to provide for a new date for substantial completion on July 1, 2019. There are no changes to the overall contract price with this change order.

**FISCAL IMPACT.**

The FY19/20 Biennial Budget provides funding in the Capital Improvement Program for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

A large number of concrete trail pours that were scheduled for late fall last year had to be delayed to spring because of cold/wet weather. These delays also delayed grading and seeding work that will have to be completed after the trail pours are done this spring. This change order addresses those delays and sets a new date for substantial completion of July 1, 2019 from the original contract date of December 1, 2018.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 2 TO THE CONTRACT WITH BLADE MASTERS GROUND MAINTENANCE, INC., BENNINGTON, NEBRASKA, TO EXTEND THE SUBSTANTIAL COMPLETION DATE OF WORK FOR THE CIVIC CENTER PARK PHASE II CONTRACT UNTIL JULY 1, 2019.

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

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

WHEREAS, there is no cost associated with change order number 2;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 2 to the contract with Blade Masters Grounds Maintenance, Inc., Bennington, Nebraska, to extend the substantial completion date of work for the Civic Center Park Phase II contract until July 1, 2019.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



## Change Order

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

## PROJECT (Name and address)

La Vista Civic Center Park Phase Two  
8305 Park View Blvd.  
La Vista, NE 68128

CHANGE ORDER NUMBER: 02

## TO CONTRACTOR (Name and address)

Blade Masters Grounds Maintenance, Inc.  
PO Box 167  
Bennington, NE 68007

DATE: 04/30/2019

ARCHITECT'S PROJECT NUMBER: 3001.477.01

CONTRACT DATE: July 18, 2018

CONTRACT FOR: Stipulated Sum

## THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The Date of Substantial Completion for this work shall now be: July 1, 2019.

The original Contract Sum was

\$ 1,744,777.34

The net change by previously authorized Change Orders

\$ 15,000.00

The Contract Sum prior to this Change Order was

\$ 1,759,777.34

The Contract Sum will be increased by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 1,759,777.34

The Contract Time will be increased by this Change Order.

The date of Substantial Completion as of the date of this Change Order therefore is July 1, 2019.

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

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

## RDG Planning &amp; Design

## ARCHITECT (Firm name)

900 Farnam on the Mall  
Omaha, NE 68102

## ADDRESS

BY (Signature)

Bruce Niedermeyer, PLA  
(Typed name)

04/30/2019

DATE

## Blade Masters Grounds Maintenance, Inc.

## CONTRACTOR (Firm name)

PO Box 167  
Bennington, NE 68007

## ADDRESS

BY (Signature)

Larry Goertz  
(Typed name)

4-30-19

DATE

## City of La Vista, NE

## OWNER (Firm name)

8116 Park View Blvd  
La Vista, NE 68128

## ADDRESS

BY (Signature)

Douglas Kindig  
(Typed name)

DATE

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE AGREEMENT — TASER EQUIPMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize a five-year supply agreement to purchase Taser equipment from Axon Enterprise, Inc., Scottsdale, Arizona, in an amount not to exceed \$29,680.

**FISCAL IMPACT**

The FY19/20 Police Department budget includes funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In effort to reduce injuries to officers and suspects resulting from use of force situations, tasers were introduced in the Police Department in 2004 and have been a part of the officers' standard uniform compliment since that time. While the Department began purchasing an upgraded version in 2015, all but seven of our current tasers have reached the end of life cycle and will no longer be supported by Axon Enterprises, Inc. (*The remaining seven in will reach their end of life in 2020 and 2021*).

Axon is a sole taser provider and has a 5-year program for law enforcement agencies called the Taser 60 Basic. With the Taser 60 Basic program Axon will discount the first-year cost of the purchase of (20) new tasers, along with (40) 25-foot smart cartridges, (20) battery packs, (35) holsters and warranties. This program will save the department \$4,775 over a five-year period.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A FIVE-YEAR SUPPLY AGREEMENT FOR THE PURCHASE OF TASERS FROM AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, IN AN AMOUNT NOT TO EXCEED \$29,680.

WHEREAS, the City Council of the City of La Vista has determined that the replacement purchase of Tasers is necessary; and

WHEREAS, this purchase is necessary to preserve and protect the public health or safety of the City's residents; and

WHEREAS, Axon Enterprises is a sole source vendor, providing a unique and non-competitive article; and

WHEREAS, the FY19 General Fund budget does include funds for the said purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of Tasers for the La Vista Police Department and authorize a five-year supply agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for a total amount not to exceed \$29,680.

PASSED AND APPROVED THIS 7TH DAY OF MAY 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 7, 2019 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION TO PURCHASE BIKE, ROWER AND LATERAL TRAINER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of one (1) Stages SOLO Bike & power meter, two (2) First Degree Fluid Rowers and one (1) Helix Recumbent Lateral Trainer from Body Basics Fitness Equipment Omaha, NE, in an amount not to exceed \$10,396.00. Although the quote selected is the highest of the 3 submitted, this is due to the fact that Body Basics was the only vendor who could provide the brand and model of exercise bike we wanted to purchase, the Stages Solo.

**FISCAL IMPACT**

The FY 19 Recreation budget (01.23.0618) provides \$11,000.00 in funding for the purchase of exercise equipment.

**RECOMMENDATION**

Approval.

**BACKGROUND**

These pieces of equipment will add to our inventory of available exercise machines offered to our participants. This will be our first bike that has interactive workouts to challenge users of all abilities. The two rowers will also be the first types that we have ever offered. The Recumbent Lateral Trainer allows easier access for seniors and is ideal for people of all fitness levels including older adults and rehabilitation exercisers. All pieces come with a warranty of (1) year labor, (3) years parts.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) STAGES SOLO BIKE & POWER METER, TWO (2) DEGREE FLUID ROWERS AND ONE (1) HELIX RECUMBENT LATERAL TRAINER FOR THE COMMUNITY CENTER FROM BODY BASICS FITNESS EQUIPMENT, OMAHA, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$10,396.00.

WHEREAS, the Mayor and City Council have determined that the purchase of exercise equipment for the Community Center is necessary; and

WHEREAS, the FY 2019/2020 Biennial Budget did include funds for the purchase of said equipment; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) Stages Solo Bike & Power Meter, two (2) Degree Fluid Rowers and one (1) Helix Recumbent Lateral Trainer for the Community Center from Body Basics Fitness Equipment, Omaha, Nebraska, in an amount not to exceed \$10,396.00.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2019.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk