



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

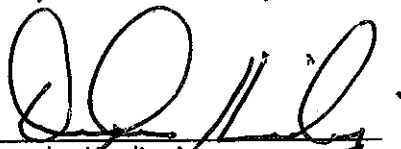
A CERTIFICATE OF APPRECIATION PRESENTED TO **KAREN FAGIN OF THE LA VISTA HUMAN RESOURCE DEPARTMENT**, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

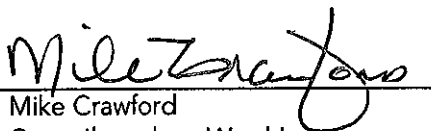
WHEREAS, **Karen Fagin**, has served the City of La Vista since June 2, 2003 and

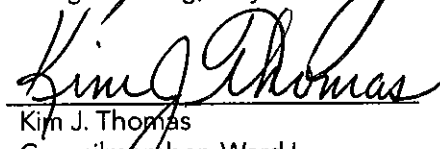
WHEREAS, **Karen Fagin's** input and contributions to the City of La Vista have contributed to the success of the City.

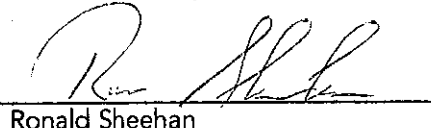
NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Karen Fagin** on behalf of the City of La Vista for 10 years of service to the City.

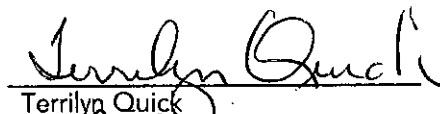
DATED THIS 4TH DAY OF JUNE, 2013.


  
Douglas Kindig, Mayor

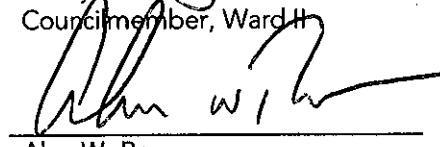
  
Mike Crawford  
Councilmember, Ward I

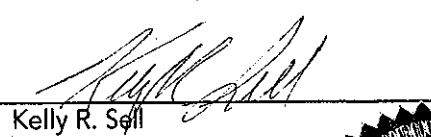
  
Kim J. Thomas  
Councilmember, Ward I

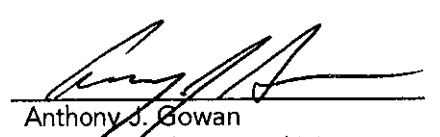
  
Ronald Sheehan  
Councilmember, Ward II

  
Terrilyn Quick  
Councilmember, Ward II

  
Deb Hale  
Councilmember, Ward III

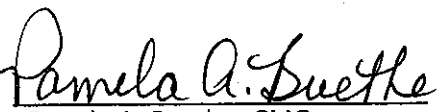
  
Alan W. Ronan  
Councilmember, Ward III

  
Kelly R. Sell  
Councilmember, Ward IV

  
Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **BRYAN JIRAK OF THE LA VISTA VOLUNTEER FIRE DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Bryan Jirak**, has served the City of La Vista since January 2, 2008 and

WHEREAS, **Bryan Jirak'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 **Bryan Jirak** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 4TH DAY OF JUNE, 2013.

Douglas King, Mayor

Kim J. Thomas  
Councilmember, Ward I

Mike Crawford  
Councilmember, Ward I

Ronald Sheehan  
Councilmember, Ward II

Terrilyn Quick  
Councilmember, Ward II

Deb Hale  
Councilmember, Ward III

Alan W. Ronan  
Councilmember, Ward III

Kelly R. Sell  
Councilmember, Ward IV

Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **ALEX MARTIN OF THE LA VISTA VOLUNTEER FIRE DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Alex Martin**, has served the City of La Vista since January 2, 2008 and

WHEREAS, **Alex Martin'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 **Alex Martin** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 4TH DAY OF JUNE, 2013.

Douglas Kindig, Mayor

Kim J. Thomas  
Councilmember, Ward I

Mike Crawford  
Councilmember, Ward I

Ronald Sheehan  
Councilmember, Ward II

Terrilyn Quick  
Councilmember, Ward II

Deb Hale  
Councilmember, Ward III

Alan W. Ronan  
Councilmember, Ward III

Kelly R. Sell  
Councilmember, Ward IV

Anthony J. Gowan  
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA

**CERTIFICATE OF APPRECIATION**

A CERTIFICATE OF APPRECIATION PRESENTED TO **MICKEY STUBBS** OF THE **LA VISTA VOLUNTEER FIRE DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Mickey Stubbs**, has served the City of La Vista since January 2, 2008 and

WHEREAS, **Mickey Stubbs'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 **Mickey Stubbs** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 4TH DAY OF JUNE, 2013.

Douglas Kindig, Mayor

Kim J. Thomas  
Councilmember, Ward I

  
Mike Crawford  
Councilmember, Ward I  
Ronald Sheehan  
Councilmember, Ward II  
Terrilyn Quick  
Councilmember, Ward II  
Deb Hale  
Councilmember, Ward III  
Alan W. Ronan  
Councilmember, Ward III  
Kelly R. Sell  
Councilmember, Ward IV  
Anthony J. Gowan  
Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe, CMC  
City Clerk

# MINUTE RECORD

A.2

NO. 729 — REEDEL & COMPANY, INC. OMAHA E1107788LD

## LA VISTA CITY COUNCIL MEETING May 21, 2013

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on May 21, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Also in attendance were City Attorney McKeon, City Clerk Buethe, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Chief Building Official Sinnett, Public Building and Grounds Director Archibald, Recreation Director Stopak, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on May 8, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

### PROCLAMATION – NATIONAL PUBLIC WORKS WEEK

Acting Mayor Crawford proclaimed May 19 through May 23, 2013 as National Public Works Week. Acting Mayor Crawford presented the Proclamation to Public Works Director Soucie and Assistant Public Works Director/City Engineer Kottmann.

### APPOINTMENTS – CIVIL SERVICE COMMISSION – MARY HEWITT – FILL VACANCY – 5 YEAR TERM; PERSONNEL BOARD – MARY HEWITT – FILL VACANCY – 6 YEAR TERM

Acting Mayor Crawford stated, with the approval of the City Council, he would like appoint Mary Hewitt to the Civil Service Commission to fill the vacancy of a 5 year term and to appoint Mary Hewitt to the Personnel Board to fill the vacancy of a 6 year term. Councilmember Sheehan motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 16, 2013 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE MAY 9, 2013 PLANNING COMMISSION MINUTES
4. MONTHLY FINANCIAL REPORT – APRIL 2013
5. APPROVE PAY REQUEST – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – GILES ROAD SIGNAL COORDINATION - \$767.97
6. APPROVE PAY REQUEST – DOUGLAS COUNTY ENGINEER – HELL CREEK MITIGATION MONITORING - \$750.00
7. APPROVE PAY REQUEST – RDG DESIGN – PROFESSIONAL SERVICES – CIVIC CENTER PARK MASTER PLAN - \$5,657.15
8. APPROVE CHANGE IN START TIME OF CITY COUNCIL MEETING ON AUGUST 6, 2013 TO 5:30 P.M.
9. APPROVAL OF CLAIMS

# MINUTE RECORD

May 21, 2013

No. 729 — REFIELD & COMPANY, INC. OMAHA E110778BLD

4 SEASONS AWARDS , supplies	60.00
A.S.P. ENTERPRISES, supplies	76.80
A.S.P. ENTERPRISES, supplies	296.00
AAT (US) INC, supplies	702.65
ABRAHAMS KASLOW & CASSMAN, services	392.50
ACTION BATTERIES UNLTD, maint.	144.42
ALAMAR, services	896.86
ANN TROE, services	750.00
ARAMARK, services	331.46
ART FAC GRAPHICS, services	585.80
ASSOCIATED FIRE, services	53.50
BAKER & TAYLOR, books	64.53
BARCAL, R, travel	152.39
BCDM-BERINGER CIACCIO, services	1609.00
BIRCH, A, supplies	98.91
BLACK HILLS ENERGY, utilities	103.14
BOUND TREE MED, supplies	270.15
BRENTWOOD AUTO WASH,maint.	35.00
BRODART COMPANY, supplies	120.92
BRYAN ROCK PROD, supplies	4309.08
BUILDERS SUPPLY, supplies	106.51
ELAN, supplies, travel, training, books	17523.99
CDW GOVERNMENT, services	8404.55
CENTER POINT PUBLISHING, books	298.38
CITY OF COUNCIL BLUFFS, training	600.00
CJ'S HOME CENTER, supplies	1348.78
COMMERCIAL TURF, services	26000.00
COMSEARCH, services	400.00
CORNHUSKER INTL TRUCKS, supplies	222.33
COX, utilities	192.85
CUMMINS CENTRAL POWER, service	35.64
D & D COMM, service	1816.52
DECOSTA SPORTING GOODS, equip.	295.00
DOOLING, S, training	92.00
DOUGLAS CNTY SHERIFF, service	25.00
EASTERN LIBRARY SYS, travel	30.00
ECHO GROUP, service	1308.99
EDGEWEAR SCREEN PRINT, apparel	437.25
EXCHANGE BANK , lease	1425.00
FASTENAL COMPANY, supplies	4.67
FEDEX KINKO'S, printing	2534.71
FIREGUARD, service	97.42
FSBB, services	53541.47
FLORATINE CENTRAL TURF, service	365.00
FOCUS PRINTING, printing	92.50
GALE , books	169.43
GCR TIRE, service	1106.81
GENUINE PARTS CO, equip	821.60
GLS SALES, supplies	672.00
GRAYBAR ELECTRIC, ,maint	43.09
GREAT AMERICAN, refund	553.09
GREENKEEPER CO, bld & grnds	149.00
H & H CHEV., maint	545.99
HOBBY LOBBY, supplies	9.55
HOLSTEIN'S HARLEY, maint	255.63
HOPE HEALTH, dues	174.60
HOST COFFEE, supplies	23.90

# MINUTE RECORD

May 21, 2013

No. 729 — REFIELD & COMPANY, INC. OMAHA E1107788LD

IND SALES, supplies	16.96
INLAND TRUCK, supplies	170.20
J Q OFFICE, service	50.58
JI SPECIAL RISKS INS, insurance	669.50
JOHNSTONE, supplies	209.40
KENNY'S SERVICES, bldg & grnds	2300.00
KEYMASTERS LOCKSMITH	72.00
LAUGHLIN, KATHLEEN A, TRUSTEE	474.00
LEAGUE ASSN OF RISK MGMT, ins	288.00
LEAGUE OF NE MUN, training	350.00
LIBRARY IDEAS, book	9.50
LIFE ASSIST, supplies	2098.52
LINE-X, service	475.00
LOU'S SPORTING, supplies	1396.85
LOVELAND GRASS, supplies	1495.12
LOWE'S, supplies	513.92
MALLARD SAND, supplies	41.03
MARTIN MARIETTA, supplies	1054.44
MATHESON TRI-GAS INC, supplies	20.00
MENARDS, supplies	80.72
METRO LANDSCAPE, supplies	4410.00
MID AMERICA PAY PHONES, phone	150.00
MID-IA SOLID WASTE, equip	243.00
MIDWEST TAPE, supplies	1329.23
MIRACLE RECR EQUIP, supplies	1337.80
MLB LOGISTICS, supplies	316.17
NATIONAL EVERYTHING WHOLE, supplies	1395.89
NE LIQ CNTRL COMM, license	80.00
NE GOLF & TURF, supplies	33.47
NEBRASKA LANDSCAPE, supplies	1477.52
NEMSA, dues	1035.00
NEUMAN EQUIP, bldg & grnds	159.00
NO FRILLS, supplies	58.52
NOVA HEALTH, service	575.47
NPZA, training	330.00
NUTS AND BOLTS, supplies	3.19
OCLC INC, supplies	33.63
OFFICE DEPOT, supplies	1018.48
OMAHA COMPOUND CO, supplies	60.64
OPPD, utilities	1901.00
OMAHA SLINGS, supplies	34.00
OMAHA WORLD HERALD, publication	1323.60
OMNI, supplies	453.61
OMNIGRAPHICS, supplies	59.70
O'REILLY AUTO, supplies	41.34
PAPILLION TIRE, supplies	71.35
PARAMOUNT, services	159.98
PENWORTHY, books	1336.53
PERFORMANCE, maint	109.39
PETTY CASH	438.48
PLAINS EQUIP, maint	5161.30
PROTEX CENTRAL, service	265.00
QUILL, supplies	107.60
RALSTON AUTO, supplies	85.50
RDG PLAN & DESIGN, service	4591.03
RECORDED BOOKS, books	133.86
RETRIEVEX, service	114.92

# MINUTE RECORD

May 21, 2013

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1107788LD

SAM'S CLUB, supplies	107.89
SAPP BROS PETRO, supplies	618.75
SIGN IT, supplies	225.00
SONGSTRESS INC, service	1000.00
STITCHIN' AUTO UPHOLSTERY, maint	125.00
STOLTENBERG NURSERIES, supplies	245.00
THOMPSON DREESSEN & DORNER, service	1170.00
TORNADO WASH, maint	325.00
TRACTOR SUPPLY, supplies	5.99
TRI-TECH INC, supplies	135.60
TURF CARS, supplies	204.36
TURFWERKS, supplies	179.24
UNITED DISTRIBUTORS, equip	71.20
UPS, postage	6.28
VERIZON WIRELESS, phone	443.38
WASTE MANAGEMENT, service	265.57
WESTERHOLT, D, service	600.00
WICK'S STERLING TRUCKS, maint	23.70

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Library Director Barcal thanked Councilmembers Crawford and Thomas, and Assistant City Administrator Ramirez for attending the library's reception of the \$2,000 gift from the Bellevue Offutt Homeschool Group. This was a result of work accomplished by Jennifer Goss and Jodi Linhart. Eighteen children are benefitting from these programs. Lindsey Tomsu and Jodi Linhart are visiting the local schools to promote La Vista Daze and the summer reading programs. Barcal announced an ice cream social to be held at the Library on May 29, 2013 from 2-3 as a kick off for the summer reading programs.

Recreation Director Stopak stated that Saturday will be opening day of the 2013 pool season. Councilmember Gowan asked if there were any issues getting the pool ready. Public Works Director Soucie stated that there were no major issues.

Public Works Director Soucie thanked Council for the recognition of the public works department by presenting the proclamation for National Public Works week. He stated that a lunch was provided in the park today for the public works employees to thank them for their hard work.

Police Chief Lausten stated that the Carnival is moving in for La Vista Daze and the State elevator inspectors have been contacted and will inspect the rides. La Vista Police will check all the games to be sure they are winnable.

City Clerk Buethe asked that any Council members planning to attend the Mayor's lunch on Saturday RSVP to her or Mitch Beaumont after the meeting.

## B. ANNEXATION OF SANITARY AND IMPROVEMENT DISTRICT #195 (MAYFAIR), MISC. LOTS #1 (MAYFAIR NON-SID LOTS), I-80 BUSINESS PARK 2<sup>ND</sup> ADDITION, TAX LOTS 17 & 18 (17-14-12), MISC. LOTS #2, AND ADJOINING STREET RIGHTS-OF-WAY - FIRST READING

### 1. ORDINANCE – FIRST READING – SID #195 AND MISCELLANEOUS LOT #1

Councilmember Sheehan introduced Ordinance No. 1191 entitled; AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.195, MAYFAIR, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, LOT 21, MAYFAIR 2<sup>ND</sup> ADDITION, AND OUTLOT "A",



# MINUTE RECORD

May 21, 2013

NO. 729 — REFIELD & COMPANY, INC. OMAHA E1107788LD

MAYFAIR, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Gowan made a motion to approve the first reading of Ordinance 1191 and pass it on to second reading at the next meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **2. ORDINANCE – FIRST READING – I-80 BUSINESS PARK – 2<sup>ND</sup> ADDITION AND TAX LOTS 17 AND 18**

Councilmember Sheehan introduced Ordinance No. 1192 entitled; AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2<sup>ND</sup> ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; TAX LOTS 17 AND 18, LYING WITHIN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; TOGETHER WITH PART OF THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SAID SARPY COUNTY; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Gowan made a motion to approve the first reading of Ordinance 1192 and pass it on to second reading at the next meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **3. ORDINANCE – FIRST READING – MISCELLANEOUS LOTS #2**

Councilmember Quick introduced Ordinance No. 1193 entitled; AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (TAX LOTS 11 AND 15 LYING WITHIN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; TOGETHER WITH PART OF THE NW ¼ OF SECTION 17 AND PART OF THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, FORMER UPRR RIGHT-OF-WAY IN THE NW ¼ OF SECTION 17, T14N, R12E AND THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Hale made a motion to approve the first reading of Ordinance 1193 and pass it on to second reading at the next meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## **C. STATUS OF ACTIVITIES, CDBG LOAN – EASYWAY INTERNATIONAL, LLC**

### **1. PUBLIC HEARING**

At 7:18 p.m. Acting Mayor Crawford opened the public hearing and stated the floor was now open for discussion on the Status of Activities, CDBG Loan – Easyway International, LLC

Jake Hansen representing the Metropolitan Area Planning Agency (MAPA) gave the Council a report on Project Number 09-ED-007 – Easyway International as follows:

#### **(A) A GENERAL DESCRIPTION OF ACCOMPLISHMENTS TO DATE**

Easyway International has utilized company and CDBG funds for working capital assistance aiding in the creation of permanent, full-time jobs at its LaVista administrative facility. As of December 31, 2012, the company had created fourteen new jobs, with eleven of those jobs being held by persons from low-to-moderate income households.

#### **(B) A SUMMARY OF ALL EXPENDITURES TO DATE**

# MINUTE RECORD

May 21, 2013

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1107788LD

To date, the City and the company have expended \$498,474 in local funds and \$502,793 in CDBG funds. Of the funds expended, \$996,947 was spent for working capital by the company and \$4,500 was spent for general grant administration.

**(C) A GENERAL DESCRIPTION OF THE REMAINING WORK**

Work on the project has been completed and project monitoring has been conducted. Project closeout is the only remaining activity.

**(D) A GENERAL DESCRIPTION OF CHANGES MADE TO THE CDBG PROJECT BUDGETS, PERFORMANCE TARGETS, ACTIVITY SCHEDULES, PROJECT SCOPE, LOCATION, OBJECTIVES, OR BENEFICIARIES**

The City and DED have approved two time extensions for this project, making the project end date December 31, 2012. Additionally, DED has accepted the company's creation of fourteen jobs on the project by the end date, revised from fifteen jobs as agreed in the project contract.

At 7:20 p.m. Councilmember Sheehan made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

**D. STATUS OF ACTIVITIES & TIME EXTENSION, CDBG LOAN – GRAEPEL NORTH AMERICA**

**1. PUBLIC HEARING**

At 7:20 p.m. Acting Mayor Crawford opened the public hearing and stated the floor was now open for discussion on the Status of Activities & Time Extension, CDBG Loan – Graepel North America.

Jake Hansen representing the Metropolitan Area Planning Agency (MAPA) gave the Council a report on Project Number 10-ED-002 – Graepel North America as follows:

**(A) A GENERAL DESCRIPTION OF ACCOMPLISHMENTS TO DATE**

Graepel North America has utilized company and CDBG funds for equipment purchases aiding in the creation of permanent, full-time jobs at its LaVista administrative facility. As of March 1, 2013, the company had created twelve new jobs, with seven of those jobs being held by persons from low-to-moderate income households.

**(B) A SUMMARY OF ALL EXPENDITURES TO DATE**

To date, the City and the company have expended \$1,632,395 in local funds and \$452,411 in CDBG funds. Of the funds expended, \$2,080,308 was spent for equipment purchases by the company and \$4,498 was spent for general grant administration.

**(C) A GENERAL DESCRIPTION OF THE REMAINING WORK**

The company has some additional equipment to procure and will hire two more employees in the coming months. Once those activities have been completed the project will be closed out.

**(D) A GENERAL DESCRIPTION OF CHANGES MADE TO THE CDBG PROJECT BUDGETS, PERFORMANCE TARGETS, ACTIVITY SCHEDULES, PROJECT SCOPE, LOCATION, OBJECTIVES, OR BENEFICIARIES**

Graepel is requesting a no-cost time extension for completion of this project, taking the performance end date from October 13, 2012 to October 13, 2013. There have been no other changes to the project.

At 7:22 p.m. Councilmember Sheehan made a motion to close the public hearing. Seconded by Councilmember Hale. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

**2. RESOLUTION**

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-048; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA

# MINUTE RECORD

May 21, 2013

NO. 729 -- REFIELD & COMPANY, INC. OMAHA E1107788LD

VISTA, NEBRASKA, APPROVING AN EXTENSION OF THE CDBG LOAN TIME OF PERFORMANCE FOR GRAEPEL NORTH AMERICA.

WHEREAS, on August 17, 2010, the City Council approved Resolution No. 10-087 approving the application for a Community Development Block Grant for the Graepel North America, project and authorizing the Mayor to execute any relevant documents referencing the project; and

WHEREAS, Graepel North America, has requested an extension of the time of performance within the loan documents to October 13, 2013, in order to finish purchasing equipment and satisfy the job creation requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve an extension of the CDBG loan time of performance for Graepel North America to October 13, 2013, and authorize the Mayor to execute related documents, subject to such changes or additional documents or instruments as the City Administrator determines necessary or advisable in consultation with the City Attorney.

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

## **E. RESOLUTION - THOMPSON CREEK WATERSHED RESTORATION - YEAR ONE - SPECIAL OPERATION & MAINTENANCE AGREEMENT**

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-049; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL OPERATION AND MAINTENANCE AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR FINANCIAL ASSISTANCE PROVIDED FOR CHANNEL STABILIZATION ACTIVITIES IN THE THOMPSON CREEK WATERSHED RESTORATION PROJECT.

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

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

WHEREAS, the Papio-Missouri NRD has agreed to provide up to \$60,000 for funding from their Urban Drainageway Program; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorize the Mayor to enter into a special operation and maintenance agreement with the Papio-Missouri River Natural Resources District for financial assistance provided for channel stabilization activities in the Thompson Creek Watershed Restoration Project subject to review by the City Administrator and City Attorney.

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

## **F. RESOLUTION - FEDERAL FUNDS PURCHASE PROGRAM SUPPLEMENTAL AGREEMENT NO 1 NEBRASKA DEPARTMENT OF ROADS**

Councilmember Hale introduced and moved for the adoption of Resolution No. 13-050; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT NO. 1 WITH THE NEBRASKA DEPARTMENT OF ROADS TO PARTICIPATE IN A PROGRAM THAT PROVIDES THE CITY THE POTENTIAL TO SELL FEDERAL-AID FUNDS.

# MINUTE RECORD

May 21, 2013

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1107788LD

WHEREAS, the Mayor and City Council has determined that the execution of a supplemental agreement with the Nebraska Department of Roads is necessary; and

WHEREAS, the City entered into the original Federal Funds Purchase Program Agreement on August 2, 2011.

WHEREAS, the program will not take effect until March 1, 2014 and does not apply to the City of La Vista until such time as the City has "deficient bridges" as determined by the NDOR Bridge Inspection Program.

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of La Vista do hereby authorize the execution of a Supplemental Agreement No. 1 with the Nebraska Department of Roads for to participate in a program that provides the City the potential to sell Federal-Aid funds..

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

## **G. RESOLUTION – ADVERTISEMENT FOR BIDS – RECONSTRUCTION OF LILLIAN AVENUE AND JAMES AVENUE INTERSECTION**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 13-051; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS FOR RECONSTRUCTION OF THE LILLIAN AVENUE AND JAMES AVENUE INTERSECTION.

WHEREAS, the City Council has determined that reconstruction of the Lillian Avenue and James Avenue intersection is necessary, and

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

WHEREAS, the City Engineer in conjunction with Thompson, Dreessen, Dorner, has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do hereby authorize the advertisement of bids for the reconstruction of the Lillian Avenue and James Avenue intersection in accordance with plans and specifications prepared by the City Engineer in conjunction with Thompson, Dreessen, Dorner. Said bids are to be opened and publicly read aloud at 10 a.m. at the office of the City Clerk, 8116 Park View Boulevard, La Vista, Nebraska on June 10, 2013.

Publish Notice to Contractors	May 29, 2013 and June 5, 2013
Open Bids	June 10, 2013
City Council Award Contract	June 18, 2013

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

## **H. RESOLUTION – AWARD CONTRACT – 2013 STORM SEWER INLET PROGRAM**

Councilmember Hale introduced and moved for the adoption of Resolution No. 13-052; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDED A CONTRACT TO SWAIN CONSTRUCTION INC., OMAHA, NE, FOR CONSTRUCTION OF THE 2013 STORM SEWER INLET REPAIRS IN AN AMOUNT NOT TO EXCEED \$76,366.17.

WHEREAS, the City Council of the City of La Vista has determined that the construction of the 2013 Storm Sewer Inlet Repairs is necessary; and

# MINUTE RECORD

May 21, 2013

No. 729 — REBELD & COMPANY, INC. OMAHA E1107788LD

WHEREAS, the FY 12/13 Capital Fund Budget contains funds for this expenditure; and

WHEREAS, the City Council authorized the advertisement of bids for construction of the 2013 Storm Sewer Inlet Repairs on April 2, 2013, and

WHEREAS Swain Construction Inc., Omaha, NE, has submitted the low, qualified bid, 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 designate Swain Construction Inc., Omaha, NE as the low qualified bidder for the construction of the 2013 Storm Sewer Inlet Repairs, in an amount not to exceed \$76,366.17.

Seconded by Councilmember Quick. Councilmember Sheehan asked why the disparity between the two bids. City Engineer Kottmann stated that the low bidder has done by far the most inlet replacements of this type and most likely are more knowledgeable of what needs to be done to give a lower bid. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale. Nays: None. Abstain: None. Absent: Sell. Motion carried.

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan stated that his prayers and good wishes go out to the people in and around Moore Oklahoma after the tornados and stated that this shows the importance of the drills and work done in our emergency management testing and how important it is to continue this testing.

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

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013

CITY OF LA VISTA

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

ATTEST:

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

Meeting of Board of Directors

LA VISTA/METROPOLITAN COMMUNITY COLLEGE  
CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING

May 13, 2013

4:02 p.m.

Members Present: Pat Archibald Rose Barcal Brenda Gunn  
Rich Hanneman Robin Hixson

Members Absent: Dave Koebel

Guest Present: Bernie Sedlacek Robert Nirenberg

Agenda Item #1: Announcement of Location of Posted Meetings Act:

A copy of the Open Meetings Act is posted on the North wall of the conference room for public access and reference. A copy of the act is also available.

Agenda Item #2: Approval of the Notice of Meeting.

Notice of Meeting was published by the City and College in the Times and the Omaha World-Herald. Moved by Archibald and seconded by Gunn to approve. Ayes: all. Nays: none. Motion approved.

Agenda Item #3: Approval of the Minutes From February 11, 2013 Meeting.

Moved by Hanneman and seconded by Archibald to approve the February 11, 2013 meeting minutes. Ayes: all. Nays: none. Motion approved.

Agenda Item #4: Update on Energy Management System.

Nirenberg, Energy Management Systems Coordinator for MCC, gave an update on the Energy Management System: there will be an update of the climate control system software. Currently, other options for replacement when system fails are being investigated. Archibald asked if the system will still have internet capabilities. This newer version of the software will have. All of MCC is going to this system. There will be no interruption of services when the update happens. Implementation will occur early June.

Agenda Item #5: OPPD Geothermal System.

Nirenberg reported. Information will be forwarded on Friday, May 17. OPPD with two other vendors are checking on the systems efficiency. Two snags have occurred: 1) One item needs to be repaired and returned. Another item needs to be replaced; 2) Flow is still not occurring. The building's temperatures are still 100% relying on the well system versus the cooling tower. It is not certain that the new coil is part of the issue. Gunn asked about the agreement with OPPD.

The agreement expires in 2014. Per the agreement, OPPD is to increase the efficiency of the current system. Gunn questioned the sustainability of the OPPD's current repairs that are still underway. Sedlacek stated that if there is no resolution by the end of this week, May 17, he will contact OPPD for an update. Gunn asked if this process is being documented. Nirenberg stated that everything is being documented. Nirenberg will email Hixson and Hanneman who will share the information with Gunn, Archibald and Barcal. Due to Temperature Goals set at MCC, building temperatures for Sarpy Center will be set to 76 degrees and 74 for the La Vista Public Library.

Agenda Item #6: Accent Wall in Commons Area.

Hixson asked if everyone had time to visit the Commons Area to see the new "rare grey" colored paint, the South triangular wall and a portion surrounding the area. Hixson stated that the MCC staff has made positive comments concerning the accent wall.

Agenda Item #7: Budget for 2014.

Archibald reviewed the budget. He was informed he cannot obtain personnel numbers until June. Archibald expressed the need for information before that date as the City's budget is currently in process and runs October through September versus MCC's academic schedule. Sedlacek recommended using the current personnel numbers and increasing them by 10%. Archibald shared that was the process for the current year but the numbers are insufficient. Gunn asked if insurance numbers are tracked. Hanneman will check with MCC concerning the insurance information.

Agenda Item #8: Other Business.

Barcal researched verbiage for the two parking stall signs dedicated for senior citizen parking in the smaller West lot. A conversation with Tom Dickerson, Sarpy Center's Buildings and Grounds Manager, concluded the best stalls are the two closest on the East side of this parking lot. The option of "Reserved for Seniors" or "Senior Citizen Parking Only" was discussed. Consensus was for the "Reserved" statement and to move forward. Barcal will order the signs.

Agenda Item #9: Next Meeting.

Monday, August 12, 2013 at 4:00 p.m. La Vista Public Library, Room #142.

It was moved by Hanneman and seconded by Archibald to adjourn the meeting at 4:46 p.m.

Minutes respectfully submitted by Rose Barcal

City of La Vista  
Park & Recreation Advisory Committee Minutes  
May 15, 2013

A meeting of the Park and Recreation Advisory Committee for the City of LaVista convened in open and public session at 7:00 p.m. on May 15, 2013. Present were Recreation Director Scott Stopak, Program Coordinators Rich Carstensen and Ryan South. Advisory Board Chairperson Pat Lodes, Members Russ Wiig and Corey Jeffus. Absent was Member Jeff Kupfer.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on May 8, 2013. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

#### CALL TO ORDER

Recreation Director Scott Stopak called the meeting to order.

Recreation Director Stopak led the audience in the Pledge of Allegiance.

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

#### A. CONSENT AGENDA

Recreation Director Stopak asked for a motion to approve the minutes from the April 17, 2013 meeting. Motion made by Chairperson Lodes. Seconded by Member Wigg. Motion carried.

Stopak asked for a motion to approve the program information. Motion made by Member Wigg. Seconded by Chairperson Lodes. Motion carried.

#### REPORTS FROM RECREATION DIRECTOR AND STAFF

Stopak reported to the Board members that the pool will open on Saturday, May 25.

#### YOUTH AND ADULT SPORTS

Submitted by Ryan South, Program Coordinator

##### Current Programs

Adult Softball teams are in week 7 of a 14-week season. Due to rainouts, the season will be extended slightly.

La Vista Lancers Soccer League teams are in week 7 of an 8 week season. Their season will end on May 25<sup>th</sup>.

La Vista 4/5 Youth Soccer Academy and 6/7 Youth Soccer League will end their season on May 18<sup>th</sup>. Due to rainouts, we extended the season 1 week.

3 Year Old Soccer Clinic ended their season on Saturday, May 4<sup>th</sup>. We will offer the soccer clinic again in the fall and as always, appreciate Pat Lodes and family volunteering their time to run the program.



Spring Flag Football League is in week 6 of an 8 week season. They are scheduled to finish up on June 8<sup>th</sup>.

Youth Baseball started their regular season games with an opening ceremony on April 27<sup>th</sup>. Mayor Kindig threw out the first pitch of the Bronco game and the teams and families really enjoyed the ceremonies. The baseball season will run through the end of June.

Youth Softball for ages 7-18 is in week 2 of an 8 week season. Due to weather, we had to move the start of games back one week.

Youth Coed T-Ball for ages 5 & 6 will begin practicing in late May-early June. We have 6 teams and over 70 kids registered for t-ball this season which is nearly double the kids we had last year. T-ball will be played in house with games being held on Saturdays.

Youth Tackle Football and Cheerleading registrations are now open. We will take registrations for both sports through July 13<sup>th</sup>. We are actively working with the La Vista Football Booster Club to advertise and market tackle football with the hope of building the program even bigger than last year.

#### LA VISTA SENIOR CENTER

Submitted by Rich Carstensen, Program Director/Senior Center

#### Current May 2013 Monthly Activities and Updates:

Continual Programs: We play Chair Volleyball and Bingo every Monday & Friday. Wednesday mornings we play our Wii video game. We play 10-point pitch every Monday, Wednesday and Fridays with a 10-Point Pitch Tournament on the third Friday of the month.

#### New Programs at the La Vista Senior Activity Center

For 10-weeks starting the week of Tuesday, April 23 the La Vista Senior Center will have Tai Chi Classes on Tuesday's and Thursday's. Class time is 11:15am to 12:00noon. Cost of the class is just \$1.00 per week. Funding for the classes is from a Grant through Eastern Office on Aging and through the Nebraska Safety Council. The class is being taught as a Better Balance Class for seniors. At this time we have had 26 senior take the class on a regular basis.

On Wednesday's we now have Senior Drop-In Knitting, Crocheting, Embroidering, and Sewing Social Hour. Time is 10:30am to 11:30am. This time is for anyone who would like to bring in projects and join others who are working on similar pieces of work. This is a social hour to show off what you are making and enjoying other peoples company.

Program Director Rich Carstensen reported the following activities for the La Vista Senior Activity Center.

May 1<sup>st</sup> for May Day we gave out May Day Cups to 25 seniors that came to lunch and cards.

May 3<sup>rd</sup> a group of 12 senior go to Harrison Heights Kentucky Derby Party. We had a nice time playing "Horse Track" related games, food and virgin beverages. Also the seniors had a chance to see what Harrison Heights Apartments had to offer for living situations.

May 6<sup>th</sup> Michael Lyon, who was a past Opera Singer from Merry Makers come perform for the seniors, we had 30 seniors enjoy his performance.

May 8<sup>th</sup> we will have Birdie Ball Golf after lunch.

May 9<sup>th</sup> we will have Early Mother's Day Pot Luck Lunch. At this time we have 45 seniors coming to the lunch. As a bonus Tony Gowan from the La Vista City Council was able to get us a speaker who does "An Afternoon with Mark Twain" as portrayed by Warren Brown.

May 13<sup>th</sup> we will have 4-Local Elementary Band's come perform for the seniors at 1:00pm.

On May 15<sup>th</sup> we will take a trip to the movies.

On May 22<sup>nd</sup> we will join the Kearney Senior Center and go to hear a Pipe Organ Concert.

We will be handing out Farmers Market Coupons to Senior Citizens that qualify for the program. If we have more "seniors" then "coupons" we will have a Lottery for the Farmers Market Coupons, those who don't receive coupons will be put on a Waiting List.

On Tuesday, June 4<sup>th</sup> we are planning on going to a Storm Chasers Baseball Game. On Wednesday, June 5<sup>th</sup> we will have "Ron and Pam" from the Merry Makers give a musical performance to the seniors. Other activities are also being planned for the month of June but will be posted at a later date.

Hot Wheels Races will go on at the La Vista Community Center Gymnasium for La Vista Daze on Friday, May 24<sup>th</sup>. 6:30pm-7:00pm will be Race Registration and Track Testing. 7:05pm Race Time. Age Divisions: 3-6, 7-10, 11-14, 15-18, and Adult!

Bring your favorite Hot Wheels, Match Box or similar-sized car and compete against your peers for bragging rights and prizes! We will provide a car if you don't have one.

This tournament –style event is free and participants will have the opportunity to race multiple times. Come early and test the track. Spectators welcome.

Preschool Play by Play is a program designed for youth ages 3, 4 & 5 to help develop basic motor skills that kids use for play and sports. During the six-week program (45-minute session per week), children will learn the basic of throwing, catching, kicking, batting, dribbling, and other skills in a safe and positive environment. Parent or guardian participation is encouraged! Class is limited to 10 participants per session.

Class will be held on Tuesday mornings starting at 9:00am. Class starts on Tuesday, June 4<sup>th</sup> and will run till Tuesday, July 16<sup>th</sup>. Cost of the class is \$15 for La Vista Residents and \$20 for any non-residents.

## B. RECOMMENDATION TO CITY COUNCIL – LA VISTA CIVIC CENTER PARK

Dolores Silkworth with RDG presented the master plan for La Vista Civic Center Park.

Board member Wigg asked if a splash pad was ever discussed for the park. Silkworth said that a splash pad was not high on the priority list for the park however several natural water features are incorporated throughout the park.

Chairperson Lodes asked if the private property identified for the park at the corner of 84<sup>th</sup> and Parkview Blvd. was the only land acquisition required. Silkworth said that is the only private land required for the park.

Lodes asked if the Thompson Creek Restoration project was separate from the master plan for La Vista Civic Center Park. Silkworth said it is a separate project.

Ken Kendall, 8512 Spruce St. asked what is the approximate depth of the lake at the proposed Civic Center Park. Dolores Silkworth with RDG said that 12 feet would be the ideal depth if conditions allow. Mr. Kendall also asked what is the status of the existing pool for the 2013 season. Recreation Director Stopak stated that staff was currently prepping the pool for the season and would open May 25, if no major mechanical issues are found.

Recommendation: Lodes moved, seconded by Jeffus to recommend approval of the master plan for La Vista Civic Center Park. **Ayes:** Lodes, Jeffus and Wigg. **Nays:** None. **Abstain:** None. Absent: Kupfer.  
Motion Carried. (3-0)

#### COMMENTS FROM THE FLOOR

Ken Kendall, 8512 Spruce St. said that he thinks the bond issue for the pool failed due to the proposed size of the project. He believes that it was too large and just a scaled back version with availability to host swim meets is all that is needed.

#### COMMENTS FROM COMMITTEE MEMBERS

No comment.

Chairperson Lodes made a motion to adjourn. Seconded by Member Jeffus. Motion carried. Adjourned at 7:50 p.m.

A.5



# Invoice

Date	Invoice No.
05/01/13	10243

<b>Bill To</b>
Brenda Gunn City Administrator La Vista City Hall 8116 Parkview Boulevard La Vista, NE 68128

P.O. Number	Terms	Project

Item	Description	Quantity	Rate	Amount
Consulting	Economic Development Consulting Hourly - See Detail attached	23.71	210.80135	4,998.10
Hunden Strategic Partners, 920 North Franklin St., Suite 303, Chicago, IL 60610			<b>Total</b>	<b>\$4,998.10</b>

6-04-13  
non sent  
OK  
8-81-0303

## ACCOUNTS PAYABLE CHECK REGISTER

A.6

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
-----									
1	Bank of Nebraska (600-873)								
		46233			Payroll Checks				
Thru		46235							
		46236			Gap in Checks				
Thru		111086							
111087	5/23/2013	4385	DREWEL, RANDY		275.00				**MANUAL**
111088	5/23/2013	3739	FELSBURG HOLT & ULLEVIG		767.97				**MANUAL**
111089	5/23/2013	355	DOUGLAS COUNTY ENGINEER		750.00				**MANUAL**
111090	5/23/2013	4653	RDG PLANNING & DESIGN		5,657.15				**MANUAL**
111091	5/23/2013	4867	VAN RU CREDIT CORPORATION		65.97				**MANUAL**
111092	5/23/2013	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		474.00				**MANUAL**
111093	5/23/2013	1194	QUALITY BRANDS OF OMAHA		483.20				**MANUAL**
111094	5/28/2013	1270	PREMIER-MIDWEST BEVERAGE CO		370.10				**MANUAL**
111095	5/30/2013	2297	LINDBERG, SHEILA		279.00				**MANUAL**
111096	6/04/2013	804	3E-ELECTRICAL ENGINEERING		173.68				
111097	6/04/2013	4545	4 SEASONS AWARDS		200.00				
111098	6/04/2013	4675	A TO Z DATABASES		825.00				
111099	6/04/2013	4332	ACCO UNLIMITED CORP		380.29				
111100	6/04/2013	762	ACTION BATTERIES UNLTD INC		186.95				
111101	6/04/2013	268	AKSARBEN HEATING/ARS		28.50				
111102	6/04/2013	571	ALAMAR UNIFORMS		.00	**CLEARED**	**VOIDED**		
111103	6/04/2013	571	ALAMAR UNIFORMS		545.73				
111104	6/04/2013	4868	ALEGENT HEALTH FOUNDATION		125.00				
111105	6/04/2013	3730	ALEX, MARY		268.00				
111106	6/04/2013	3980	ART F/X SCREEN PRINTING &		.00	**CLEARED**	**VOIDED**		
111107	6/04/2013	3980	ART F/X SCREEN PRINTING &		1,676.95				
111108	6/04/2013	1678	ASPEN EQUIPMENT COMPANY		1,650.00				
111109	6/04/2013	188	ASPHALT & CONCRETE MATERIALS		539.06				
111110	6/04/2013	2634	ATLAS AWNING CO INC		75.00				
111111	6/04/2013	3754	AUSTIN PETERS GROUP INC		1,300.00				
111112	6/04/2013	4515	B & B TECHNOLOGIES INC		3,186.50				
111113	6/04/2013	201	BAKER & TAYLOR BOOKS		1,049.41				
111114	6/04/2013	2554	BARCAL, ROSE		90.40				
111115	6/04/2013	849	BARONE SECURITY SYSTEMS		660.00				
111116	6/04/2013	929	BEACON BUILDING SERVICES		6,712.00				
111117	6/04/2013	3965	BEAUMONT, MITCH		250.00				
111118	6/04/2013	4781	BISHOP BUSINESS EQUIPMENT		870.39				
111119	6/04/2013	196	BLACK HILLS ENERGY		3,839.02				
111120	6/04/2013	2757	BOBCAT OF OMAHA		7.42				
111121	6/04/2013	2209	BOUND TREE MEDICAL LLC		54.90				
111122	6/04/2013	2326	CARRICO, GREG		60.00				
111123	6/04/2013	2285	CENTER POINT PUBLISHING		300.78				
111124	6/04/2013	219	CENTURY LINK		1,219.81				
111125	6/04/2013	4845	CIMLINE INCORPORATED		38,286.00				
111126	6/04/2013	3450	CITY OF BELLEVUE		300.00				
111127	6/04/2013	152	CITY OF OMAHA		609.45				
111128	6/04/2013	4789	COLIBRI SYSTEMS NORTH AMER INC		377.00				
111129	6/04/2013	3176	COMP CHOICE INC		280.00				

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
111130	6/04/2013	2158	COX COMMUNICATIONS		83.51				
111131	6/04/2013	4857	CROWN PACKING INCORPORATED		158.36				
111132	6/04/2013	23	CUMMINS CENTRAL POWER LLC		173.50				
111133	6/04/2013	3136	D & D COMMUNICATIONS		92.00				
111134	6/04/2013	1829	DANDERAND, JOHN		20.00				
111135	6/04/2013	619	DELL MARKETING L.P.		.00	**CLEARED**	**VOIDED**		
111136	6/04/2013	619	DELL MARKETING L.P.		854.40				
111137	6/04/2013	111	DEMCO INCORPORATED		80.55				
111138	6/04/2013	4802	DICE, DAVID J		300.00				
111139	6/04/2013	3334	EDGEWEAR SCREEN PRINTING		780.00				
111140	6/04/2013	4696	ELBERT, ADAM JAMES		32.48				
111141	6/04/2013	4794	ELITE EXTERIORS		30.00				
111142	6/04/2013	4663	EN POINTE TECHNOLOGIES SALES		.00	**CLEARED**	**VOIDED**		
111143	6/04/2013	4663	EN POINTE TECHNOLOGIES SALES		277.07				
111144	6/04/2013	1201	FERRELLGAS		260.88				
111145	6/04/2013	1245	FILTER CARE		20.00				
111146	6/04/2013	3834	FLEET US LLC		2,333.20				
111147	6/04/2013	3415	FOCUS PRINTING		.00	**CLEARED**	**VOIDED**		
111148	6/04/2013	3415	FOCUS PRINTING		.00	**CLEARED**	**VOIDED**		
111149	6/04/2013	3415	FOCUS PRINTING		6,218.86				
111150	6/04/2013	3132	FORT DEARBORN LIFE INS COMPANY		1,301.50				
111151	6/04/2013	4724	FRANCE PUBLICATIONS INC		2,800.00				
111152	6/04/2013	1344	GALE		23.24				
111153	6/04/2013	4644	GARROD, MANDY		150.00				
111154	6/04/2013	53	GCR TIRE CENTERS		32.00				
111155	6/04/2013	4767	GOLEY, CHRIS		100.00				
111156	6/04/2013	3470	HAMILTON COLOR LAB INC		280.00				
111157	6/04/2013	3775	HARTS AUTO SUPPLY		549.50				
111158	6/04/2013	3657	HEARTLAND PAPER		530.00				
111159	6/04/2013	3681	HEARTLAND TIRES AND TREADS		554.80				
111160	6/04/2013	1403	HELGET GAS PRODUCTS INC		150.00				
111161	6/04/2013	1612	HY-VEE INC		71.25				
111162	6/04/2013	4862	JORDAN, RANDY		213.39				
111163	6/04/2013	1054	KLINKER, MARK A		200.00				
111164	6/04/2013	2394	KRIHA FLUID POWER CO INC		37.28				
111165	6/04/2013	2057	LA VISTA COMMUNITY FOUNDATION		50.00				
111166	6/04/2013	4425	LANDPORT SYSTEMS INC		125.00				
111167	6/04/2013	381	LANDS' END BUSINESS OUTFITTERS		238.83				
111168	6/04/2013	4330	LARSEN SUPPLY COMPANY		693.60				
111169	6/04/2013	942	LIBRA INDUSTRIES INC		.00	**CLEARED**	**VOIDED**		
111170	6/04/2013	942	LIBRA INDUSTRIES INC		885.00				
111171	6/04/2013	1288	LIFE ASSIST		553.35				
111172	6/04/2013	3370	LIFEGUARD STORE INC		273.35				
111173	6/04/2013	4254	LINCOLN NATIONAL LIFE INS CO		.00	**CLEARED**	**VOIDED**		
111174	6/04/2013	4254	LINCOLN NATIONAL LIFE INS CO		9,827.22				
111175	6/04/2013	2297	LINDBERG, SHEILA		316.97				
111176	6/04/2013	1573	LOGAN CONTRACTORS SUPPLY		160.70				
111177	6/04/2013	544	MAPA-METRO AREA PLANNING AGNCY		30.00				
111178	6/04/2013	877	MATHESON TRI-GAS INC		103.71				
111179	6/04/2013	94	MCCANN PLUMBING SERVICE INC		93.45				
111180	6/04/2013	153	METRO AREA TRANSIT		541.00				
111181	6/04/2013	872	METROPOLITAN COMMUNITY COLLEGE		10,976.52				
111182	6/04/2013	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
111183	6/04/2013	553	METROPOLITAN UTILITIES DIST.			.00	**CLEARED**	**VOIDED**	
111184	6/04/2013	553	METROPOLITAN UTILITIES DIST.			2,234.42			
111185	6/04/2013	1526	MIDLANDS LIGHTING & ELECTRIC			238.95			
111186	6/04/2013	2299	MIDWEST TAPE			20.24			
111187	6/04/2013	383	MIRACLE RECREATION EQUIPMENT			56.00			
111188	6/04/2013	2683	MLB LOGISTICS			78.89			
111189	6/04/2013	4364	NACR INCORPORATED			.00	**CLEARED**	**VOIDED**	
111190	6/04/2013	4364	NACR INCORPORATED			1,639.92			
111191	6/04/2013	370	NEBRASKA LAW ENFORCEMENT			50.00			
111192	6/04/2013	479	NEBRASKA LIBRARY COMMISSION			471.00			
111193	6/04/2013	653	NEUMAN EQUIPMENT COMPANY			147.67			
111194	6/04/2013	408	NOBBIES INC			269.16			
111195	6/04/2013	3778	ODEY'S INCORPORATED			70.65			
111196	6/04/2013	1014	OFFICE DEPOT INC			882.06			
111197	6/04/2013	79	OMAHA COMPOUND COMPANY			165.50			
111198	6/04/2013	109	OMNIGRAPHICS INC			59.70			
111199	6/04/2013	4815	ONE CALL CONCEPTS INC			330.60			
111200	6/04/2013	2589	PAPIO-MO RVR NRD WATERSHED			5,000.00			
111201	6/04/2013	2686	PARAMOUNT LINEN & UNIFORM			384.54			
111202	6/04/2013	4654	PAYFLEX SYSTEMS USA INC			250.00			
111203	6/04/2013	709	PEPSI COLA COMPANY			752.98			
111204	6/04/2013	3058	PERFORMANCE CHRYSLER JEEP			868.99			
111205	6/04/2013	1821	PETTY CASH-PAM BUETHE			.00	**CLEARED**	**VOIDED**	
111206	6/04/2013	1821	PETTY CASH-PAM BUETHE			357.04			
111207	6/04/2013	4808	PFEIFER, VICKI			100.00			
111208	6/04/2013	74	PITNEY BOWES INC-PA			.00	**CLEARED**	**VOIDED**	
111209	6/04/2013	74	PITNEY BOWES INC-PA			204.00			
111210	6/04/2013	1784	PLAINS EQUIPMENT GROUP			195.68			
111211	6/04/2013	605	PROTEX CENTRAL INCORPORATED			512.00			
111212	6/04/2013	3139	RECORDED BOOKS, LLC			69.56			
111213	6/04/2013	2837	RUHGE, RANDY			20.00			
111214	6/04/2013	487	SAPP BROS PETROLEUM INC			19,504.24			
111215	6/04/2013	1335	SARPY COUNTY CHAMBER OF			20.00			
111216	6/04/2013	2240	SARPY COUNTY COURTHOUSE			3,629.03			
111217	6/04/2013	168	SARPY COUNTY LANDFILL			74.16			
111218	6/04/2013	150	SARPY COUNTY TREASURER			27,827.00			
111219	6/04/2013	1652	SCHOLASTIC BOOK FAIRS			287.55			
111220	6/04/2013	503	SCHOLASTIC LIBRARY PUBLISHING			530.00			
111221	6/04/2013	4641	SHRED-SAFE LLC 2011-2012			30.00			
111222	6/04/2013	738	SIGN IT			180.00			
111223	6/04/2013	3707	SMITH, MELANIE			100.00			
111224	6/04/2013	3838	SPRINT			119.97			
111225	6/04/2013	3838	SPRINT			62.19			
111226	6/04/2013	1293	SUPERIOR SIGNALS INCORPORATED			136.84			
111227	6/04/2013	4276	SUPERIOR VISION SVCS INC			342.40			
111228	6/04/2013	4798	SYMBOL ARTS LLC			360.00			
111229	6/04/2013	913	TARGET BANK			5.68			
111230	6/04/2013	264	TED'S MOWER SALES & SERVICE			1,134.94			
111231	6/04/2013	2426	UNITED PARCEL SERVICE			6.28			
111232	6/04/2013	4223	VAIL, ADAM			100.00			
111233	6/04/2013	809	VERIZON WIRELESS			91.34			
111234	6/04/2013	809	VERIZON WIRELESS			175.31			
111235	6/04/2013	809	VERIZON WIRELESS			169.10			

## ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
111236	6/04/2013	4708	VIDACARE CORPORATION	582.19			
111237	6/04/2013	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
111238	6/04/2013	1174	WAL-MART COMMUNITY BRC	1,011.03			
111239	6/04/2013	2427	WESTERHOLT, DAVE	600.00			
111240	6/04/2013	492	WINGATE BY WYNDHAM	116.95			
111241	6/04/2013	4823	WOODHOUSE FORD-BLAIR	297.68			

235901

Payroll Checks

Thru 252301

BANK TOTAL	191,749.53
OUTSTANDING	191,749.53
CLEARED	.00
VOIDED	.00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
01	GENERAL FUND	161,099.77	161,099.77	.00	.00
02	SEWER FUND	12,047.97	12,047.97	.00	.00
05	CONSTRUCTION	6,425.12	6,425.12	.00	.00
08	LOTTERY FUND	6,937.19	6,937.19	.00	.00
09	GOLF COURSE FUND	4,022.14	4,022.14	.00	.00
15	OFF-STREET PARKING	1,217.34	1,217.34	.00	.00

REPORT TOTAL	191,749.53
OUTSTANDING	191,749.53
CLEARED	.00
VOIDED	.00

+ Gross Payroll 05/24/13 244,282.36GRAND TOTAL \$436,031.89APPROVED BY COUNCIL MEMBERS 06/04/13

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 4, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Regional Government Services Authority for professional services in an amount not to exceed \$6,800.00.

**FISCAL IMPACT**

The FY2012/13 General Fund Budget provides funding for the recommended services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Staff has requested assistance with the development of the City's long range financial plan.

Charles Francis with Regional Government Service Authorities has 40 years of local government management experience has been identified to provide professional services associated with this project.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH REGIONAL GOVERNMENT SERVICES AUTHORITY, CARMEL VALLEY, CALIFORNIA, PROFESSIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$6,800.00.

WHEREAS, the Mayor and City Council have determined that additional resources are needed to assist in the development of the City's long range financial plans; and

WHEREAS, Charles Francis, with Local & Regional Government Service Authorities, has over 40 years of local government management experience; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve an agreement with Regional Government Services, Carmel Valley, California for professional services in an amount not to exceed \$6,800.00.

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 4, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT – 2013 GIS COALITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement for the 2013 Geographic Information System (GIS) Coalition.

**FISCAL IMPACT**

La Vista's participation in FY 13/14 - \$7,215; FY 14/15 - \$7,350; FY 15/16 - \$7,488. Future funding for this agreement will be split between the General Fund and Sewer Fund (70%/30%).

**RECOMMENDATION**

Approval

**BACKGROUND**

On March 5, 2002, the City Council passed Resolution No. 02-022 authorizing the Mayor to execute an Interlocal Cooperation Agreement with Sarpy County, the cities of Gretna, Papillion, Springfield and Bellevue, and the Papio Missouri River Natural Resources District for the development and implementation of a Geographic Information System (GIS). On October 2, 2007, the City Council passed Resolution No. 07-106 updating the GIS Interlocal Agreement and creating a coalition GIS user group.

The GIS coalition continues to consist of the City of Gretna, City of Papillion, City of Bellevue, City of Springfield, City of La Vista, County of Sarpy, and the Papio Missouri River Natural Resource District.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, THE PAPIO MISSOURI RIVER NATURAL RESOURCES DISTRICT, AND THE CITIES OF GRETNA, PAPILLION, BELLEVUE, AND SPRINGFIELD FOR IMPLEMENTATION OF THE 2013 GEOGRAPHIC INFORMATION SYSTEM (GIS) COALITION.

WHEREAS, each Party to the GIS Interlocal Cooperation Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into such Agreement, found at 13-801 et. Seq. Neb. Rev. Stat., '43, Reissue 1991; and

WHEREAS, each Party engages in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc; and

WHEREAS, each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of a Geographic Information System (GIS); and

WHEREAS, the Parties have previously cooperated in the development and implementation of a Geographic Information System (GIS) Coalition; and

WHEREAS, each Party understands that the development, operation and maintenance of the GIS will require long term commitment from the Parties; and

WHEREAS, additional enhancements to the GIS will be determined by the financial considerations of all Parties to the Agreement primarily based upon the recommendations of the GIS Advisory Board.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the La Vista, Nebraska, hereby approves the Interlocal Cooperation Agreement for the 2007 Geographic Information System (GIS) Coalition and authorized the Mayor to execute said agreement.

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013.

CITY OF LA VISTA

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

ATTEST:

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

**GIS  
INTERLOCAL AGREEMENT  
March 15, 2013**

This GIS Interlocal Agreement (this "Agreement") is made and entered into by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of La Vista, Nebraska ("La Vista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), County of Sarpy, Nebraska, a body politic and corporate ("Sarpy"), and the Papio Missouri River Natural Resource District ("P-MRNRD"), (collectively the "Parties"; each individually a "Party").

**WHEREAS:**

- (A) The Parties hereto engage in the delivery of sundry services to the public supported by information regarding real estate, sewers, water, infrastructure, etc.; and,
- (B) The Parties have previously cooperated in the development and implementation of a Geographic Information System ("GIS"); and,
- (C) Each Party desires to improve the coordination, cooperation, and efficiency in rendering such services through the ongoing development and implementation of GIS; and,
- (D) Each Party understands that the development, operation and maintenance of the GIS will require a long term commitment from the Parties; and,
- (E) Additional enhancements to the GIS will be determined by the financial considerations of all Parties to this Agreement primarily based upon the recommendations of the GIS Advisory Board.

NOW, THEREFORE, in consideration of the recitals made above and in further consideration of the promises and agreements that follow,  
IT IS AGREED among the Parties as follows:

**1. DEFINITIONS.** The following definitions apply to this Agreement:

1.1 **BASE MAP.** That part of the GIS containing the property, land records, and transportation geospatial datasets within Sarpy County.

1.2 **CONTRACTOR.** Has the meaning set forth in Section 3.1.

1.3 EQUIPMENT. The equipment and software which is the subject of this Agreement, to-wit: GIS related equipment and software.

1.4 FACILITIES. The GIS and Equipment housed in the Sarpy County Courthouse procured, engineered, owned, constructed, and operated and maintained pursuant to this Agreement by Sarpy including all real and personal property, including satellite antenna(s).

1.5 GIS. Has the meaning set forth in the first preamble paragraph to this Agreement.

1.6 GIS ADVISORY BOARD. Has the meaning set forth in Section 4.

1.7 RFP. Has the meaning set forth in Section 3.1.

1.8 SHARE. Has the meaning set forth in Section 3.3

1.9 WITHDRAWN PARTY. Has the meaning set forth in Section 12.2

2. SCOPE OF SERVICES PROVIDED. This Agreement describes the duties and obligations of the Parties in the development and maintenance of a GIS system and the allocation of the costs for said activities.

2.1 Each of the Cities, the P-MRNRD and Sarpy acknowledges that it is receiving or will be receiving a GIS Base Map and agrees to cooperate with the County in the development, implementation and maintenance of the system upon the terms and conditions established herein.

3. ACQUISITION AND PURCHASE.

3.1 Subject to the provisions of this Agreement, each City and P-MRNRD hereby designates Sarpy, and Sarpy agrees to serve, as its respective Equipment acquisition agent for the purposes of this Agreement. Upon the acquisition of any Equipment under this agreement, each Party's cost, as applicable, under this Agreement shall be upon the terms, conditions and cost as evidenced by the successful bidder's proposal.

3.2 Sarpy will take all steps reasonably necessary for the functioning and operation of the GIS.

3.3 For the purposes of this Agreement, the pro rata GIS cost sharing per Party is based upon the average of following

3.3.1 For each Party, the number of parcels within the corporate/county limits compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.2 For each Party, the number of parcels within the extraterritorial (zoning) jurisdiction compared to the total number of parcels counted all Parties. Expressed as a percentage.

3.3.3 The average of the number produced by the application of 3.3.1 and 3.3.2, rounded to the nearest 1/10 of a percent shall be each Party's pro rata share. The cost sharing formula and cost shares are displayed in Exhibit A.

3.4 The number of land parcels in each Party's jurisdiction, and thus the resulting cost Shares, is hereby based upon the January 1, 2013 parcel data and city limits/jurisdictional boundaries which exists as of the date of this Agreement.

3.5 The operational expenses will reflect 100% of the salary of the GIS Technician. The salary will be increased annually by 2.5% of the Technician salary.

3.6 Should the P-MRNRD contribute to the operational expenses, their contribution will be subtracted from the total operational expenses amount for the fiscal year. The shares for the cities and counties will then decrease proportionally each year the P-MRNRD participates.

3.7 The 2013 Nebraska-Iowa Regional Orthophoto Consortium (NIROC) imagery acquisition costs will be divided pro rata over the first three years of the agreement (FY2014-FY2016). If the GIS Advisory Board proceeds with a second imagery acquisition in 2016, the costs for the second project will be divided pro rata over the last three years of the agreement (FY2017-FY2019). Aerial photography shares will be calculated based off the percentage of sectors within the jurisdiction of each Party as displayed in Exhibit B.

3.8 Sarpy will send an invoice to each Party for the amount of its respective Share by October 15<sup>th</sup> of each year. Each Party shall pay the amount of its respective Share within forty five (45) days after receipt of an invoice therefore.

3.9 Should a Party fail to timely pay its Share, Sarpy may terminate services upon forty five (45) days written notice by Sarpy to the non-paying Party.

#### 4. GIS ADVISORY BOARD.

4.1 A GIS Advisory Board is hereby created to facilitate the purchase, installation, development, operation and management of the GIS (the "Board's Mission"). The GIS Advisory Board may adopt such rules for its functions as the GIS Advisory Board deems necessary to carry out the applicable provisions of this Agreement.

4.2 Each Party will appoint one (1) GIS Advisory Board member and will notify the Sarpy County Clerk of same in writing upon each appointment. Each member appointment shall be effective as the Sarpy County Clerk is notified and each such member shall serve at the pleasure of their respective governing body. Replacement members shall be appointed by the respective applicable Party. Each Party may appoint an alternate member by giving notice in writing to the Sarpy County Clerk. The alternate member may attend all GIS Advisory Board meetings. The alternate member shall be allowed to vote only when the primary member from his/her respective governing body is absent from the Board meeting.

4.3 The Advisory Board shall:

- a. meet as necessary to share information and to fulfill the Board's Mission; and,
- b. appoint the GIS Technical Committee to advise the Board on software and system upgrades, operations, and standards.

4.4 Identify emerging enhancements for the GIS System and/or use. From time to time determine whether such technological levels should be changed.

4.5 Be familiar with the current level of GIS service technology and use and offer assistance and advice during reviews of technological levels as an aid in determining whether to change such technology levels at any level of service.

5. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

5.1 Provide facilities and staff in the Sarpy County Courthouse or other similar space and install and operate the GIS;

5.2 Maintain, keep and determine that the facilities, Base Map and Equipment are current and functional to deliver GIS services;

5.3 Maintain, keep and determine that Sarpy Information Systems personnel and/or GIS related personnel are currently trained and provide such upgrades and retraining as necessary to competently and adequately deliver GIS services;

5.4 Collect, account for and safeguard all GIS related funds;

5.5 Provide each Party with access to and a report of the financial acts and doings as such relate to revenues and expenses relating to the GIS;

5.6 Provide each Party with access to the GIS;



5.7 Provide each Party with all records or data necessary to develop and maintain data bases for the GIS;

5.8 Continue to control and furnish the operation of GIS services during the term of this Agreement in accord with sound public service standards and the standard operating procedures to be defined by the GIS Advisory Board; and

5.9 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each Party and their governing body harmless from loss or expense resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE PARTIES. To carry out the faithful performance of this Agreement, each Party agrees at its cost to:

6.1 Maintain, keep and determine that its facilities, property, and Equipment are reasonably current and functional to operate GIS services as applicable.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to operate GIS services as applicable.

6.3 Provide Sarpy County GIS personnel or contracted agency with all records or data necessary to develop and maintain data bases for the GIS.

7. GOVERNING LAW. The governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation and effect of this Agreement. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of legislation, such legislative provisions shall prevail and this Agreement shall be construed to the end that it be and become in conformity to such legislation.

7.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

8. COMMENCEMENT DATE. This Agreement begins upon execution by all Parties by July 1<sup>st</sup>, 2013.

9. TERM. This Agreement begins upon its execution by all Parties and shall terminate **June 30<sup>th</sup>, 2019**. In the event a Party becomes a Withdrawn Party, this Agreement will continue with the continuing Parties.

10. AUTHORITY TO CONTRACT. Each Party acknowledges and declares that the relationship created herein is that of independent contractor.

10.1 Each Party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into this Agreement, found at 13-801 et. Seq. Neb. Rev. Stat., '43, Reissue 1991.

11. ENTIRETY AND AMENDMENTS. This agreement supersedes all prior agreements, whether oral or written, relating to the subject matter hereof. This Agreement contains the entire agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no further agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by all of the Parties hereto.

12. TERMINATION OR WITHDRAWAL. Each Party will faithfully attempt to provide its respective GIS service functions continuously and without termination.

12.1 In the event that Sarpy intends to so withdraw, it shall provide a one (1) year advance withdrawal notice to the Cities and P-MRNRD whereby its service area users will have the opportunity to select a new GIS service provider.

12.2 Notwithstanding anything in this Agreement to the contrary, any Party may Withdraw from the Agreement ("Withdrawn Party") without further obligation and such Withdrawn Party shall have absolute right to access and possess copies of any and all work, data and other information generated in connection with establishing and creating the Base Map, including, but not limited to, computer programs and models.

12.3 In the event a Party becomes a Withdrawn Party, any and all additions, deletions, modifications, upgrades, and/or other alterations made to the Base Map, or any portion of a Party's geospatial land database, by the Withdrawn Party shall be made available to all other Parties.

12.4 In the event a Party becomes a Withdrawn Party, the cost share of the withdrawn party will be reallocated amongst the remaining parties the following year, in the same manner as described in 3.3 above.

12.5 In the event a Party becomes a Withdrawn Party, any remaining outstanding Aerial Photography Shares for the term of agreement will be due.

13. **ASSIGNMENT.** Assignment or substitution by assignment or substitution by termination in 12 above by Sarpy shall not be allowed without prior written consent of each City and P-MRNRD. Written consent is only effective when the terms of paragraph 12 above are followed.

14. **AUTHORITY TO ACT.** Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinances(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

15. **NOTICE AND CONTACT PERSON.** Except as otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing, addressed to the Parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by e-mail, certified or registered mail, postage prepaid, return receipt requested. Provided that all notices and other communications sent by e-mail shall not be effective unless followed up the same day by registered mail, postage prepaid, return receipt requested. The addresses of the Parties are as follows:

**If to Gretna:**

**City of Gretna**  
**Attn: Jeff Kooistra**  
**City Administrator**  
**Telephone: (402) 332-3336 x 204**  
**Facsimile: (402) 332-5631**  
**E-Mail: [jeff@cityofgretna.com](mailto:jeff@cityofgretna.com)**

**If to Papillion:**

**City of Papillion**  
**Attn: Dan Hoins**  
**City Administrator**  
**Telephone: (402) 597-2000**  
**Facsimile: (402) 339-0670**  
**E-Mail: [dhoins@papillion.org](mailto:dhoins@papillion.org)**

**If to Bellevue:**

**City of Bellevue**  
**Attn: Dan Berlowitz**  
**City Administrator**  
**210 West Mission Avenue**  
**Bellevue, Nebraska 68005**  
**Telephone: (402) 293-3021**  
**Facsimile: (402) 293-3058**

E-Mail: Dan.Berlowitz@bellevue.net

If to La Vista:

City of La Vista  
Attn: Pam Buethe  
City Clerk  
Telephone: (402) 331-4343  
Facsimile: (402) 331-4375  
E-Mail: pbuethe@ci.la-vista.ne.us

If to Springfield:

City of Springfield  
Attn: Kathleen Gottsch  
City Clerk  
Telephone: (402) 253-2204  
Facsimile: (402) 253-2204  
E-Mail: kathleencityofspringfield@yahoo.com

If to Sarpy:

Sarpy County  
Attn: Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive, Suite 1118  
Papillion, Nebraska 68046-2895  
Telephone: (402) 593-5915  
Facsimile: (402) 593-4360  
E-Mail: clerk@sarpy.com

If to P-MRNRD:

Papio-Missouri River Natural Resources District  
Attn: John Winkler  
General Manager  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138  
Telephone: (402) 444-6222  
Facsimile: (402) 895-6543  
E-Mail: jwinkler@papiomrd.org

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This Agreement was executed in seven (7) duplicate originals as of this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

## Exhibit A - GIS Coalition Funding Breakdown

Member	# Parcels in Limits	% Parcels in Limits	# Parcels in Jurisdiction	% Parcels in Zoning Jurisdiction	Total %
Sarpy County	59011	66.2%	11895	20.2%	43.2%
Bellevue	17123	19.2%	22775	38.6%	28.9%
Gretna	1721	1.9%	3739	6.3%	4.1%
La Vista	4477	5.0%	7890	13.4%	9.2%
Papillion	6084	6.8%	11825	20.0%	13.4%
Springfield	668	0.7%	887	1.5%	1.1%
	<b>89084</b>		<b>59011</b>		

\* Calculated 1/4/2013 using parcel data from 1/1/2013 for reference

### Annual Cost Shares FY2014-FY2016

Member	% Share	Operations Share *			Aerial Photo Share **	Total Cost Share		
		FY14	FY15	FY16		FY14	FY15	FY16
Sarpy County	43.20%	\$25,353	\$25,987	\$26,636	\$14,948	\$40,301	\$40,935	\$41,585
Bellevue	28.91%	\$16,965	\$17,390	\$17,824	\$5,917	\$22,882	\$23,307	\$23,741
Gretna	4.13%	\$2,426	\$2,487	\$2,549	\$2,543	\$4,969	\$5,030	\$5,092
La Vista	9.20%	\$5,398	\$5,533	\$5,671	\$1,817	\$7,215	\$7,350	\$7,488
Papillion	13.43%	\$7,884	\$8,081	\$8,283	\$3,529	\$11,414	\$11,611	\$11,813
Springfield	1.13%	\$661	\$678	\$695	\$1,246	\$1,907	\$1,924	\$1,941
<b>TOTAL</b>		<b>\$58,688</b>	<b>\$60,155</b>	<b>\$61,659</b>	<b>\$30,000</b>	<b>\$88,688</b>	<b>\$90,156</b>	<b>\$91,659</b>

\* Total operations contributions reflects GIS Technician salary; increased annually by 2.5%

\*\* Aerial photo share - 2013 NIROC aerial photography project divided pro rata over first three years of agreement; see Exhibit B

Exhibit B -2013 NIROC Oblique & Ortho Photography Cost Shares							
Overall Projects Cost:		# Sectors	Cost	Per Sector Cost			
		289	\$90,000	\$311			
2013 NIROC Cost Breakdown:							
	Jurisdiction	Sectors	\$/Sector	Extended	Annual (for 3-yr)	% Total	Sum
Bellevue		40	\$311	\$12,456.75	\$4,152.25	13.8%	\$5,916.96
Bellevue 50/50		34	\$156	\$5,294.12	\$1,764.71	5.9%	19.7%
Gretna		14	\$311	\$4,359.86	\$1,453.29	4.8%	\$2,543.25
Gretna 50/50		21	\$156	\$3,269.90	\$1,089.97	3.6%	8.5%
La Vista		15	\$311	\$4,671.28	\$1,557.09	5.2%	\$1,816.61
La Vista 50/50		5	\$156	\$778.55	\$259.52	0.9%	6.1%
Papillion		19	\$311	\$5,916.96	\$1,972.32	6.6%	\$3,529.41
Papillion 50/50		30	\$156	\$4,671.28	\$1,557.09	5.2%	11.8%
Springfield		6	\$311	\$1,868.51	\$622.84	2.1%	\$1,245.67
Springfield 50/50		12	\$156	\$1,868.51	\$622.84	2.1%	4.2%
Sarpy 50/50		102	\$156	\$15,882.35	\$5,294.12	17.6%	\$14,948.10
Sarpy		93	\$311	\$28,961.94	\$9,653.98	32.2%	49.8%
				\$90,000.00	\$30,000.00	100.0%	
Note(s):							
1. Based on Pictometry flight sector grid							
2. City is responsible for sectors within corporate limits							
3. City/county split costs for those sectors in municipal ETJ							
4. County is responsible for sectors outside ETJ							
5. Countywide 3" & 9" color obliques; 4" & 9" orthos							

Governing Body:

CITY OF GRETNA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Governing Body:

CITY OF PAPILLION

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Governing Body:

CITY OF BELLEVUE

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bellevue City Attorney

Governing Body:

CITY OF LAVISTA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Governing Body:

CITY OF SPRINGFIELD

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Governing Body:

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

SEAL

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary

Governing Body:  
SARPY COUNTY

SEAL

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarpy County Attorney

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 4, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVAL - LIMITED ENGLISH PROFICIENCY PLAN (LEP)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

A resolution has been prepared to approve the City of La Vista Limited English Proficiency Plan (LEP) as recommended by the City of La Vista Civil Rights and ADA Compliance Team.

**FISCAL IMPACT**

The FY2012/13 General Fund Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City of La Vista receives federal financial assistance and is charged with the responsibility to provide meaningful access to City of La Vista programs by persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil Rights Act of 1964 and its implementing regulations.

Failure to meet all requirements for federal funding could lead to a project or projects being declared ineligible for federal funds, which could result in the City of La Vista being required to repay some or all of the federal funds expended for a project or projects.

The City of La Vista Civil Rights and ADA Compliance Team recommends approval of an LEP Plan showing the City's commitment to ensure meaningful access to all City of La Vista programs by persons with LEP.

Costs may be incurred if there is a request for translation which would require a translator.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE LA VISTA LIMITED ENGLISH PROFICIENCY (LEP) PLAN.

WHEREAS, it has been determined that a Limited English Proficiency (LEP) Plan is necessary; and

WHEREAS, in order to continue to obtain federal funds the City of La Vista has the responsibility to provide meaningful access to City of La Vista programs to persons with Limited English Proficiency; and

WHEREAS, the City of La Vista Civil Rights and ADA Compliance Team has created the LEP plan and recommends approval of this plan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Limited English Proficiency (LEP) Plan be, and hereby is, approved.

PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013.

CITY OF LA VISTA

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

ATTEST:

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

Limited English Proficiency Plan for  
City of La Vista, Nebraska

June 4, 2013



## I. Purpose and Authority

The purpose of this Limited English proficiency policy is to clarify the responsibilities of the City of La Vista Departments receiving federal financial assistance and to assist them in fulfilling their responsibilities to Limited English Proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. This policy was prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d *et seq.*, and its implementing regulations (prohibiting national origin discrimination by recipients of federal financial assistance). This plan also serves to show the City of La Vista's commitment to ensure meaningful access to all City of La Vista programs by persons with Limited English Proficiency (LEP).

## II. General Policy Statement

It is the policy of the City of La Vista to provide timely meaningful access for LEP persons to all City of La Vista programs and activities. All personnel shall provide free language assistance services to LEP individuals whom they encounter or whenever an LEP person requests language services. All personnel will inform members of the public that language assistance services are available free of charge to LEP persons and that the City will provide these services to them.

## III. Plan Summary

**Definition of Limited English Proficiency (LEP) persons:** LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

The City of La Vista has developed this Limited English Proficiency Plan to help identify reasonable steps to ensure LEP persons meaningful access to City of La Vista programs. This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training of staff, how to notify LEP persons that assistance is available, and information for future plan updates.

To decide what reasonable steps City of La Vista Departments should take to ensure meaningful access to LEP persons, City of La Vista considers the following:

1. The number or proportion of LEP persons eligible to be served or likely encountered by the City of La Vista program, activity or service;
2. The frequency with which LEP individuals come in contact with the particular City of La Vista program, activity or service;
3. The nature and importance of the program, activity or service provided by the City of La Vista; and
4. The resources available to the City of La Vista and overall costs.

A brief description of the above considerations is provided in the following section.

## IV. Four Factors

**1. The number or proportion of LEP persons eligible to be served or likely encountered by the City of La Vista program, activity or service.**

The City of La Vista and City of La Vista Departments will use various methods to identify LEP persons with whom they have contact. These may include:

Current and past experiences with LEP persons encountered by the Department's staff. The number and type of such encounters will be periodically analyzed to determine the breadth and scope of the language services required.

Most recent U.S. Census Bureau data. The City of La Vista and City of La Vista Departments shall analyze data from the most recent U.S. Census Bureau data regarding languages spoken in the City of La Vista as well as the data concerning those who self-identified that they spoke English less than "very well."

The City of La Vista has examined the U.S. Census Bureau's 2009 American Community Survey data for the City of La Vista, Nebraska, and was able to make the following approximations:

5.3% of the City of La Vista population age 5 and older speak a language other than English at home.

People speaking Spanish at home comprised the largest language group speaking a language other than English at home. 3.3% of the population age 5 and older speak Spanish at home. Of those, 1.6% reported they do not speak English very well.

0.6% of the population 5 and older speak Other Indo-European languages at home. Of those, 0.1% reported they do not speak English very well.

1.1% of the population 5 and older speak Asian or Pacific Islander languages at home. Of those, 0.7% reported they do not speak English very well.

**2. The frequency with which LEP individuals come in contact with the particular City of La Vista program, activity or service.**

In addition to research conducted to identify LEP persons in the City of La Vista, City of La Vista Departments shall also annually complete information regarding the frequency of contact with LEP persons. The more frequent the contact and /or the number of requests for languages other than English, the more likely language services for a specific language will be needed. Actions taken for a Department serving a LEP person one time or only occasionally will be different from Departments that serve LEP persons every day. City of La Vista Departments will assess the frequency at which staff have or could possibly have contact with LEP persons. This includes documenting phone inquiries and in person inquiries for LEP assistance or materials, requests for language interpreters or translated material, and may include surveying public meeting attendees.

**3. The nature and importance of the program, activity or service provided by the City of La Vista.**

The City of La Vista recognizes that within the range of programs and services it provides, the nature of some programs and services may be more important to LEP persons than others. It is the City of La Vista's intent to provide meaningful access to all participants and eligible persons. However, the availability of resources and the nature and importance of the particular program (including any time sensitivity concerning a LEP person's participation in a program or receipt of a service) may on occasion limit or delay the provision of language services in some instances and in some Departments.

**4. The resources available to the City of La Vista and overall costs.**

The City of La Vista Departments shall assess their available resources that could be used for providing LEP assistance. This shall include identifying what staff and volunteer language interpreters are readily available; how much a professional interpreter and translation service would cost; which documents should be translated; which organizations the Department could partner with for interpreter and translation services or outreach efforts; which financial resources could be used to provide assistance; and what level of staff training is needed.

After analyzing the four factors referenced above, the City of La Vista has developed the LEP Plan outlined in the following section for assisting LEP persons.

**V. How to Identify An LEP Person Who Needs Language Assistance**

The following tools and processes may be used by City of La Vista Departments to help identify persons who may need language assistance.

- If records are normally kept of past interactions with members of the public, the records may reflect a need of a referenced LEP person for language accommodation(s) or assistance.
- Census Bureau "I speak cards" may be made available at customer service counters in City of La Vista Departments to invite LEP persons to identify language needs to staff. Although staff may not be able to provide translation assistance at the initial contact with an LEP person, the cards are an excellent tool to identify language needs for future contacts.
- Notices may be posted in commonly encountered languages other than English to notify LEP persons of language assistance to encourage LEP persons to self-identify.

**VI. Language Assistance Measures**

When an interpreter is needed, in person or on the telephone, staff should first determine what language is required. City staff members may be able to assist with written communications from LEP persons. If City staff cannot so assist, private interpreter services can provide translation services for a fee.

Use of informal interpreters, such as family or friends of the LEP person seeking service, or other customers, is discouraged, with minor children generally prohibited from acting as interpreters. The use of informal interpreters shall be allowed at the insistence of the LEP person or in emergencies, but shall be documented and subject to approval of a supervisor.

No City staff member may suggest or require that an LEP person provide an interpreter in order to receive City services or participate in a City program or activity.

## **VII. Staff Training**

All City staff will be provided with the LEP Plan and will be trained on procedures and services available. LEP Plan information will also be a part of the staff orientation process for new employees. Training topics may include the following:

- City of La Vista LEP policy and procedures;
- Understanding Title VI LEP responsibilities;
- Language assistance services the City of La Vista offers;
- Use of LEP language identification cards or “I speak cards;”
- Availability and use of language interpretation and translation services;
- Documentation of language assistance requests; and
- How to handle a complaint

## **VIII. Providing Notice of Available Language Services to LEP Persons**

LEP persons will be informed of the availability of language services by one or more of the following methods:

- Notices that language assistance is available may be posted in public areas, such as intake areas, customer service areas and other entry points to City of La Vista Departments.
- Statements may be placed in outreach documents indicating that language services are available from the City of La Vista. The statements could be placed in announcements, brochures, booklets, fliers, notices, advertisements, agendas, or recruitment information. Statements should be translated into the non-English language(s) that are most commonly encountered.
- When preparing a general public meeting notice, City staff should include a clause in Spanish asking that persons needing Spanish language assistance make arrangements with the City Clerk at least two days prior to the public meeting.
- If a City of La Vista Department is presenting a topic that could be of potential importance to a LEP person, or if a City of La Vista Department is hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, the Department may have notices, fliers, advertisements, and agendas printed in alternative language(s) or provide notices on non-English language radio stations or media outlets about available language assistance services and how to obtain them.

## **IX. Monitoring and Updating the LEP Plan**

The City of La Vista and City of La Vista Departments will reevaluate the LEP Plan on a regular basis. Consideration shall be given to changes in demographics, types of services, and other needs when determining the frequency of LEP Plan reevaluation. Each affected City Department is encouraged to maintain its own LEP Plan that is more specific to its operational needs and the users of its programs, activities and services.

Each reevaluation should examine all Plan components and assess the following:

- How many LEP persons were encountered and what languages other than English?
- Were the needs of LEP persons met?
- What is the current LEP population in the City of La Vista?
- Has there been a change in the types of languages encountered that might require a change or anticipation of additional or alternate language translation services?
- Is there still a need for continued language assistance for previously identified City of La Vista programs? Are there other programs that should be included?
- Has there been a change in the available resources, technology, staff, and/or financial costs of the City of La Vista or a specific City Department?
- Has the City of La Vista or a specific City of La Vista Department fulfilled the goals of the LEP Plan and has the LEP Plan been effective to serve users?
- Were complaints received? If so, were they adequately addressed?
- Are identified sources of assistance still available and viable?

#### **X. Dissemination of the City of La Vista Limited English Proficiency Plan; Title VI Coordinator**

The City of La Vista will post the LEP Plan (this document) on its website at [cityoflavista.org](http://cityoflavista.org). Copies of the LEP Plan will be provided to any person or agency requesting a copy. Any questions or comments regarding this LEP Plan should be directed to the City of La Vista's Title VI Coordinator (Pamela Buethe, City Clerk, Phone 402-331-4343) ("Title VI Coordinator").

#### **XI. Complaints**

Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. As a recipient of federal financial assistance, the City of La Vista, Nebraska has in place the following complaint procedure:

1. Any person who believes that he or she, individually or as a member of any specific class, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and/or the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the City of La Vista. Complaints may be filed directly with the Title VI Coordinator. A complaint may also be filed by a representative on behalf of such a person. Any Title VI complaint received by the City that is not filed directly with the Title VI Coordinator will be referred to the Title VI Coordinator for review and action.
2. In order to have the Title VI complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of the alleged act of discrimination; or
  - b) If there has been a continuing course of conduct, the last date on which that conduct occurred.

In either case, the Title VI Coordinator (or his/her designee) may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Title VI complaints must be submitted in writing and must be signed by the complainant and/or the complainant's representative. Complaints must set forth, as fully as possible, the facts and circumstances surrounding the claimed discrimination, including dates and contact information (if known) of any witnesses. If a person makes a verbal complaint of discrimination to an officer or an employee of the City of La Vista, the officer or employee shall notify the Title VI Coordinator, who will then contact or interview the complainant and assist the complainant in reducing the complaint to writing and obtain the complainant's signature on the written complaint. The complaint shall then be handled according to the City of La Vista's investigative procedures.
4. Within 10 days after the Title VI Coordinator receives a signed written complaint, the Title VI Coordinator will acknowledge receipt of the written complaint, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available.
5. Within 60 days after the Title VI Coordinator receives a signed written complaint, the Title VI Coordinator will conduct and conclude an investigation of the complaint and, based on the information gathered in the investigation, report his or her findings in writing to the City Administrator and provide a copy of the report to the Mayor and City Council. The Title VI Coordinator shall also include in his or her report any recommendation for any action he or she considers or deems to be appropriate under the circumstances. The complaint should be resolved by informal means whenever possible, and any attempts to resolve the complaint informally and the results of such attempts will be summarized in the Title VI Coordinator's report.

ITEM A.10

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 4, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office on Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

**FISCAL IMPACT**

There is no cost to the city for the nutrition program.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Eastern Nebraska Office On Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to not less than twenty five (25) older adults between the hours of 9:00 a.m. and 1:00 p.m. three (3) days per week on Monday, Wednesday, and Friday. The city pays the Program Coordinator salary.

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

**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**

**PASSED AND APPROVED THIS 4TH DAY OF JUNE, 2013.**

**CITY OF LA VISTA**

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

**ATTEST:**

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



## **CONTRACT**

**THIS CONTRACT** is made and entered into the **first day of July 2013** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a division of the Eastern Nebraska Human Services Agency, an agency formed under the Nebraska Interlocal Cooperation Act (herein referred to as "**ENOA**") and **CITY OF LAVISTA**, a Nebraska non-profit corporation (herein referred to as "**Contractor**").

**WHEREAS**, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County (herein referred to as the "**Area**"); and

**WHEREAS**, ENOA has been created according to Sections 13-801 through 13-807 Revised Statutes of Nebraska, 1943, Reissue 1987, and further has been recognized by the State as the official area agency on aging for the Area; and

**WHEREAS**, ENOA has determined in its area plan for fiscal year 2013-2014 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

**WHEREAS**, Contractor maintains premises located at 8116 Parkview Boulevard in LaVista, Nebraska with accommodations suitable to serve and provide meals to not less than twenty-five (25) older adults between the hours of 9:00a.m. and 1:00pm, three (3) days per week on Monday, Wednesday, and Friday.

**NOW, THEREFORE, IT IS AGREED** as follows:

### **ARTICLE I**

#### **APPOINTMENT**

Contractor is hereby retained and appointed to represent ENOA in connection with providing a Nutrition Program for the elderly at 8116 Parkview Blvd. in LaVista, Nebraska. .

### **ARTICLE II**

#### **SERVICES**

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Manager who will be responsible for the day-to-day operation of the program.
- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures.
- (c) To place food order with the ENOA Nutrition Division by 1:15pm, on day prior to serving day, for the number of meals needed for the serving day.
- (d) To ascertain that all claims for meals delivered are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (e) To collect money contributed for meals, record on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable), and deposit amount in ENOA designated account, according to ENOA policies and procedures.
- (f) To ensure that food temperatures are no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (g) To clean the utensils or containers food is delivered in and properly dispose of all leftovers.
- (h) To make special provisions as necessary to serve handicapped individuals.
- (i) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (j) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (k) Manager must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily.
- (l) To provide for supporting social services as follows:
  - 1) Conduct outreach activities by identifying and contacting older persons in the vicinity who are eligible for the Nutrition Program.
  - 2) Refer senior citizens to ENOA for additional available services.
  - 3) Provide activities which create opportunities for socialization. These activities could include but not be limited to trips, crafts, games, and special entertainment/programs.

- 4) Provide activities which enhance potential for creating and maintaining a healthy lifestyle. These activities could include but not limited to health promotion, nutrition education, physical activities and dissemination of information regarding mental and physical health issues.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for the elderly at the facility.
- (o) To determine that all recipients meet requisite age requirements or are the spouse of an active participant. Under-age participants must pay full cost of the meal as required by ENOA Nutrition Program policies.
- (p) Participant level at the center must average a minimum of 25 per day in the various activities.
- (q) To operate the center every Monday, Wednesday, and Friday, except for those occurring on a holiday. Contractor shall notify ENOA of holidays to be taken. Any other center closing must be pre-approved by ENOA.
- (r) The Center Manager is invited to attend the regularly scheduled center manager meetings. Further, the Center Manager may be invited to attend training meetings that ENOA may provide for skill development.

In carrying out the terms of this Contract, ENOA agrees to provide the following services:

- (a) To provide in-service training for senior center staff to improve job-related skills.
- (b) To provide nutrition education and recreational technical assistance to center staff.
- (c) To provide administrative and technical assistance and monitor contract compliance by:
  - 1) Reviewing reports and records submitted to ENOA as described in Contract;
  - 2) Unannounced center evaluations and center visits by program administrative staff; and
  - 3) Other activities as deemed necessary by ENOA Director.
- (d) To provide meals which supply one-third of the Recommended Daily Allowance. Paper products, coffee, tea, sugar, cream, condiments, etc. supplied by ENOA.

### **ARTICLE III**

#### **TERM**

This Contract shall be in effect for one (1) year from **July 1, 2013** through and including **June 30, 2014**.

### **ARTICLE IV**

#### **TERMINATION**

- a) Early termination may occur if:
  - ENOA and the contractor, by mutual written agreement, may terminate the contract at any time.
  - ENOA, in its sole discretion, may terminate the contract for any reason upon 30 written notice to the contractor. In the event of cancellation, the contractor shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided
- b) ENOA may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. ENOA may, by providing a written notice of default to the contractor, allow the contractor to correct a failure or breach of contract within a period of thirty (30) days.
- c) ENOA may terminate the contract, in whole or in part, in the event funding is no longer available. ENOA will give the contractor written notice thirty (30) days prior to the effective date of any termination. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

### **ARTICLE V**

#### **AUTHORIZED REPRESENTATIVE**

The Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with terms and conditions of Article VIII hereof.

## ARTICLE VI

### CONDITIONS

This Contract is subject to the following conditions:

- a) All materials and information provided by ENOA or acquired by the contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify ENOA immediately of said breach and take immediate corrective action.
- b) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all contract expenses. All contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this contract shall be subject to review or audit. Contractor shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.
- c) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a contract completion report to be submitted within fifteen (15) days upon termination or completion of the contract.
- d) A representative from ENOA shall have the right to enter any premises where the contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
- e) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
- f) The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or

privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract.

- g) The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- h) It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.
- i) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of ENOA. The contractor will hold ENOA harmless from any and all such claims.
- j) The contractor warrants that all persons assigned to the project shall be employees of the contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the contractor, to solicit or secure the contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the contract. For breach of this statement, ENOA shall have the right to annul contract without liability.
- k) The contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.
- l) For the duration of the contract, all communication between contractor and ENOA regarding the contract shall take place between the contractor and individuals specified by ENOA. Communication about the contract between contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

- m) Contractor or ENOA shall consent to enter into discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.
- n) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract or any travel related thereto.
- o) The contractor shall not commence work under this contract until he or she has obtained ENOA a certificate of insurance coverage. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:

General Liability in the amount of \$2,000,000;  
Personal Liability in the amount of \$1,000,000;  
Medical Expenses (any one person) in the amount of \$5,000;

- p) Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.
- q) The contractor, by signature to the contract, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor shall immediately notify ENOA if, during the term of this contract, contractor becomes debarred. ENOA may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

## ARTICLE VII

### ASSIGNMENT

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

**ARTICLE VIII**

**MODIFICATION**

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

\_\_\_\_\_

**CITY OF LAVISTA**

*By* \_\_\_\_\_  
*Authorized Representative*

*Date* \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**EASTERN NEBRASKA HUMAN  
SERVICES AGENCY-OFFICE ON AGING**

*By* \_\_\_\_\_  
*Governing Board*

*Date* \_\_\_\_\_



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 4, 2013 AGENDA**

Subject:	Type:	Submitted By:
ANNEXATION — SID # 195 (MAYFAIR), MISC. LOTS #1 (MAYFAIR NON-SID LOTS), I-80 BUSINESS PARK 2 <sup>ND</sup> ADDITION, MISC. LOTS #2 & ADJOINING STREET ROW's	RESOLUTION ◆ ORDINANCES (3) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing and second reading of the ordinances has been scheduled for Council to consider the annexation of the following property:

**(1) SID # 195**

- Mayfair: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 98, 99, 100, 101, 102, 103 and 104
- Mayfair Replat One: Lots 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132 and 133
- Mayfair 2<sup>nd</sup> Addition: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 118
- Mayfair 2<sup>nd</sup> Addition, Replat One: Lots 1, 2, 3, 4A and 11A
- Mayfair 2<sup>nd</sup> Addition, Replat Two: Lot 9A
- Mayfair 2<sup>nd</sup> Addition, Replat Three: Lot 2
- Mayfair 2<sup>nd</sup> Addition, Replat Four: Lot 1
- Mayfair 2<sup>nd</sup> Addition, Replat Five: Lots 1 and 2
- Mayfair 2<sup>nd</sup> Addition, Replat Six: Lots 1 and 2

**(2) Miscellaneous Lots #1**

- Mayfair: Outlot A
- Mayfair 2<sup>nd</sup> Addition: Lot 21

**(3) I-80 Business Park – 2<sup>nd</sup> Addition and Tax Lots 17 and 18**

- I-80 Business Park, 2<sup>nd</sup> Addition: Lots 1 and 2
- Tax Lots 17 and 18 (17-14N-12E)

**(4) Miscellaneous Lots #2**

- Tax Lots 11 and 15 (17-14N-12E)

**(5) And Any Adjoining Street Rights-of-Way**

## FISCAL IMPACT

	<u>Assessed Valuation</u>	<u>Net Debt</u>
SID #195 - Mayfair	\$ 43,350,273	\$ 1,460,000
Miscellaneous Lots #1	\$ 295,009	\$ ---
I-80 Business Park – 2 <sup>nd</sup> Add.	\$ 378,738	\$ ---
Miscellaneous Lots #2	\$ 78,035	\$ ---

Additional detail can be found in the annexation plan.

## RECOMMENDATION

Approval.

## BACKGROUND

On March 5, 2013, the Council adopted an amendment to Chapter 9 of the Comprehensive Plan, which provides a detailed annexation plan. The areas proposed for annexation are identified within the plan, on the SID Summary spreadsheet, as areas 2, 2a, 2b, and 2c.

A detailed annexation analysis was prepared and on April 16, 2013, the City Council adopted Resolution No. 13-030 stating the Council was considering the annexation and setting 7 P.M. on June 4<sup>th</sup> as the time and date of the public hearing. Notice of the City Council public hearing was mailed to owners of property within the area proposed for annexation according to statutory requirements.

The Planning Commission held a public hearing on May 9, 2013, and on a vote of 6 in favor with one abstaining, recommended approval of the annexation to the City Council.

On May 21, 2013 the City Council approved the first reading of the ordinances. If the second reading of the ordinances is approved following the public hearing, the third reading and adoption of the annexation ordinances is scheduled for June 18, 2013.

The following areas being considered for annexation are comprised of the following:

- SID #195 (Mayfair) — 194 developed single family lots, 1 developed quasi-public lot (church), 7 developed commercial lots, 7 vacant lots. Estimated population is 537.
- Miscellaneous Lots #1 — 1 developed single family lot, 1 outlot. Estimated population is 3.
- I-80 Business Park 2<sup>nd</sup> Addition — 1 developed industrial lot and 3 undeveloped industrial lots. Estimated population is 0.
- Miscellaneous Lots #2 — 2 undeveloped lots. Estimated population is 0
- Any adjoining street rights-of-way.

**NOTE: Updates to the annexation study are noted by yellow high-lighting on the annexation schedule and by redlining on the SID reports (see attached revised pages). Changes to the reports are as follows:**

**Misc. Lots #2** – page 2, regarding the Planning Commission hearing on May 9, 2013.

**SID No. 195, Mayfair** – the report has been updated to include a street repair project (see page 2).

MISCELLANEOUS LOTS #2  
TAX LOTS 11 & 15 17-14-12  
(SOD FARM)

**1. Legal Description**

TAX LOTS 11 & 15 17-14-12 (33.64 AC)  
and adjoining railroad right-of-way (8.045 AC)

**2. Property Owner**

McDermott, ADA

**3. Recommendation**

This property is currently zoned TA, Transitional Agriculture District, with the FF/FW, Flood Plain Overlay District, and the Gateway Corridor Overlay District. The Future Land Use Map of the Comprehensive Plan identifies this area as "Parks and Recreation", and on the Park and Recreation Master Plan it is identified as "La Vista Commons, Future Large Urban Park." The current use of the land is as a sod farm.

Although the Park and Recreation Master Plan identifies this site as a future large urban park to be owned by the City, consideration should be given to amending this designation as a result of the adoption of the Vision Plan for 84<sup>th</sup> Street. Within the Vision Plan, the existing golf course is transformed into La Vista Civic Center Park, the signature park for the community. The Master Plan for Civic Center Park includes the facilities and services which would make it become the community's "future large urban park", taking the place of the plan for La Vista Commons (the sod farm).

The City has had numerous inquiries regarding development of this property. Because of the restrictions associated with the floodplain designation, open recreation uses are anticipated, although potentially under private ownership. Other potential development proposals would require an amendment to the

Future Land Use Map and the TA zoning district classification. Flood plain regulations would continue to place limits on development regardless of the primary zoning district classification.

The annexation of these lots will close a gap in the city limits between Harrison Hills and Southport East; the property is currently surrounded by the city limits. This will reduce confusion regarding jurisdictional boundaries. Approximately two-thirds of the abutting sod farm property is currently in the city limits.

There are no immediate cost implications anticipated with the provision of services. The total annual property tax revenue from this annexation is estimated to be \$429.

The Planning Commission on May 9, 2013 held a public hearing on this proposed annexation. The only comments at the hearing with respect to this annexation were questions from the property owner. A transcript of the questions and explanations of staff is on file with the City Clerk and available for review. The Planning Commission, after concluding the public hearing, recommended proceeding with the annexation as proposed.

It is recommended that the City annex Miscellaneous Lots #2 as this analysis confirms its suitability for annexation and the annexation is in conformance with the Comprehensive Plan.

SANITARY AND IMPROVEMENT DISTRICT #195  
"Mayfair"

**I. Statistics**

- A. 2013 Valuation = \$43,350,273
- B. SID Tax Levy (per \$100 valuation) = 0.505000
- C. Estimated Population (as of 2/27/13)\* = 537  
\*Population estimated from 2010 Census, persons per household multiplied by housing unit count.
- D. Land Area (acres) = 105.47
- E. Land Use\*
  - 1. Single Family Units = 194
  - 2. Multi-Family Units = 0
  - 3. Public Property = 0
  - 4. Developed Quasi-Public Lots = 1 (Beautiful Savior Church)
  - 5. Developed Commercial Lots = 7  
(businesses include, but not limited to: Elite Dental, Allstate Edward Jones, Alegent-Creighton, future site for Primrose Preschool, Five Points Bank, Profit Advantage, Culvers, and Centris)
  - 6. Number of Vacant Lots = 7\*Counts from building permit data, Sarpy County GIS and site visits.
- F. School District = Papillion/La Vista
- G. Fire District = Papillion Rural Fire District 1

**II. Improvements**

**A. Streets**

Total Lane Miles = 6.63  
Street Rating = Good

- 1. New Lane Miles: The City currently has 184.21 lane miles. The proposed annexation of SID 195 would add an additional 6.63 lane miles to the inventory. An increase of \$38,188 in Highway Allocation Funds is anticipated. The pavement in the proposed annexation area is in good condition and should only require routine maintenance. Various locations in SID 195 had concrete panels repaired in the fall of 2012.



2. Street Lights: The City will incur an additional 77 street lights. The fiscal impact annually on the utility line item in the Street Operating Budget will be approximately \$16,016. Omaha Public Power District is responsible for all maintenance and repair associated with the street lights.
3. Traffic Signals: At the current time no additional signals are in the proposed annexation area. A new signal at Robin Drive and 96th Street is in the 2013/14 Capital Improvement Plan. Funding for the signal is via special assessments at a 50/50 split between the Wal-Mart project on the east side of 96th Street and the Mayfair commercial district on the west side.
4. Right-of-Way: The City will incur approximately 63,000 square feet or 1.44 acres of new right-of-way with the proposed annexation. Routine maintenance costs will be \$730 annually.
5. Street Maintenance & Snow Removal: The overall condition of the streets in the proposed annexation area is good. The City is currently divided into six maintenance districts with approximately 30.6 lane miles per district. Public Works is not recommending the formation of a new maintenance district. No additional personnel or equipment are being requested at this time. Annexation of this area in conjunction with other annexed areas may cumulatively require an additional maintenance district, personnel and equipment. Routine street maintenance costs which include street sweeping, pavement repair, crack sealing and cold patching will require an increase of \$5,920. Snow removal costs will require an increase of \$3,998. To be noted, there is a private roadway system in the Mayfair commercial district which consists of the following streets: Hillcrest Plaza, 97th Plaza, 98th Plaza and Robin Plaza.

On June 3, 2013, SID 195 bid out a street repair project at an estimated cost of \$44,956.80. The cost of the repairs is programmed to come out of the SID's general fund. As it is unclear when payment for the repairs will take place, an adjustment to the financial sheets included in this annexation study has not been made. Payment could take place before or after the completion of the annexation process; if after, the City will assume this cost as with other obligations of the SID.

6. Street Signs: A large percentage of the traffic control and street marking signs are currently installed in this area. Approximately 55 "No Parking" signs will need to be purchased and installed at a cost of \$825. Annual sign maintenance costs will be \$150 per year.

7. Sidewalks: The City incurs no additional maintenance costs in relation to public sidewalks as part of this annexation.

B. Storm Sewer

1. The storm sewer system was designed and constructed to City standards. The system has 10,485 feet of various sized pipe; with 19 manholes and 65 storm sewer inlets. The system is generally in good shape. The storm sewer system in the Mayfair commercial district is on a private road but is a public sewer system.

C. Sanitary Sewer

1. The City currently has 223,400 feet or 42.31 miles of sanitary sewer line. The proposed annexation will include an additional 15,020 feet or 2.84 miles of sanitary sewer line. The sanitary sewer system is in generally good shape; Public Works is not aware of any operation issues. A general maintenance increase of \$3,900 will be required. Treatment costs are included in the current operating budget per a previous wastewater service agreement with the City of Omaha. At this time no additional equipment or personnel will be requested. Annexation of this area in conjunction with other annexed areas may cumulatively require additional equipment or personnel. The sanitary sewer system located in the private road of the Mayfair commercial district is a private sanitary sewer per the subdivision agreement.
2. Per a wastewater service agreement with the City of Omaha, La Vista is already collecting sewer fees for any area east of 144th Street.
3. The sanitary sewers flow into the Applewood Creek Outfall.

D. Water

1. All water services are provided by Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. There are no public parks or recreational facilities as part of this annexation.

F. Miscellaneous Improvements/Property Owned by SID

1. None that staff is aware of.

### III. City Services

#### A. Police

1. Calls for Service: The Police Department has examined the impact of annexing SID 195 – Mayfair and has found that for the 2012 calendar year there have been approximately 86 calls for service to the area. The Police Department has been responding to calls if officers are in the area when the call comes out. The Department has handled 15 of the service calls (17%) to assist other agencies.
2. Fiscal Impact: The Police Department has staffed an additional patrol district to service areas west of 96<sup>th</sup> Street since the development of the Southport area. No additional fiscal impact is expected.
3. Staffing Impact: During planning for the annexation of the Southport area, the Police Department planned and has since staffed an additional patrol district to service areas west of 96<sup>th</sup> Street. The planning at the time also included future service to the residential, industrial and commercial areas west of 96<sup>th</sup> Street. The areas to be annexed will benefit from faster response times than the County is presently providing.
4. Overall: The overall impact to the Police Department will be absorbed easily by the current district police car. The district cruiser currently drives through the vicinity in order to patrol and respond to calls for service in the City areas adjacent to the proposed annexation.

#### B. Fire

1. Calls for Service: The La Vista Fire Department has researched the annexation impact in the area of calls for service and has found that over the last 36 months there have been 23 calls for service from this area.
2. Fiscal Impact: Based on the current number of calls for service, the department has sufficient apparatus to support the area without the need for additional resources.
3. Staffing Impact: Based on the current number of calls for service, the department has sufficient staffing to continue service to the area.



4. Overall: The La Vista Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. The Library will be supporting the residents of SID 195 – Mayfair with staffing, materials including books, media, databases, and supplies. This will result in an approximate \$7,800 annual increase in costs. Currently, 18 households in Mayfair carry library cards. As the library is a free service to residents of the city, there will be a revenue decrease of \$990 due to this annexation.

D. Recreation

1. Residents of the SID will receive access to the Community Center and programs available through the Recreation Department. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. This SID is contiguous to the City limits
2. Annexation of this area is consistent with the approved annexation plan within the City's Comprehensive Plan.

**IV. Contractual Obligations of the SID**

A. Contracts

1. Nothing significant noted within SID meeting minutes.

B. Pending Litigation

1. Nothing significant noted within SID meeting minutes.

C. Pending Improvement Projects

1. Nothing staff is aware of.

## **V. Analysis**

### **A. Annexation Suitability**

1. This SID is bordered by the City limits on the east, west, and south making it contiguous to the City.
2. The City currently plows Brentwood Drive from 96<sup>th</sup> Street westward to the existing city limits on the west side of the Mayfair subdivision. Additionally, 101<sup>st</sup> Street is plowed by the City from Giles Road to the city limits on the north side of the subdivision. The sidewalks along 96<sup>th</sup> and Giles within the Mayfair subdivision are also being plowed.
3. The Police Department has been responding to calls if officers are in the area when the call comes out. The Department has handled 15 of the service calls (17%) to assist other agencies.
4. A total of 18 households in Mayfair currently pay for library cards because they do not reside within the city limits. An additional number of non-residents likely visit the library; however, there is no data on these users because they are not allowed to check out material without a card.
5. From a financial standpoint, the proposed annexation's annual property tax revenue falls short of the annual debt service payment by approximately \$98,990. While the total annual income from all funds exceeds the total annual expenses by \$125,601.
6. The SID's net debt to assessed valuation is 2.96%, which may be lowered when remaining lots are developed.
7. The City's net debt to assessed valuation ratio would be reduced from 4.61% to 4.54%.

### **B. Policy Alternatives**

1. Annex.
2. Postpone annexation until debt level is reduced.

### **C. Recommendations/Conclusions**

The annexation of SID 195 will bridge a gap in the City limits between the Val Vista and Southwind subdivisions. This will reduce confusion regarding jurisdictional boundaries and the provision of services. The City's Police and Fire Departments are currently responding to calls on a limited basis in this area. Public Works is also providing snow removal

service on the perimeter and through the subdivision as a route between areas already within the City limits.

It is recommended that the City annex SID 195 as this analysis confirms its suitability for annexation and the annexation is in conformance with the Comprehensive Plan.

Revised 5-30-13

**ORDINANCE NO. 1191**

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.195, MAYFAIR, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, LOT 21, MAYFAIR 2<sup>ND</sup> ADDITION, AND OUTLOT "A", MAYFAIR, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

- WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and
- WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and
- WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and
- WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

SECTION 1.

A. The foregoing recitals shall be incorporated into this ordinance by reference and are hereby ratified, affirmed and approved.

B. The following described territory situated in Sarpy County, Nebraska to-wit:

LOTS 3 THRU 47, INCLUSIVE, AND LOTS 98 THRU 104, INCLUSIVE, MAYFAIR;

TOGETHER WITH OUTLOT "A", MAYFAIR;

TOGETHER WITH LOTS 106 THRU 133, INCLUSIVE, MAYFAIR REPLAT ONE;

TOGETHER WITH LOTS 1 THRU 20, INCLUSIVE, LOTS 22 THRU 115, INCLUSIVE, AND LOT 118, MAYFAIR 2ND ADDITION;

TOGETHER WITH LOT 21, MAYFAIR 2ND ADDITION;

TOGETHER WITH LOTS 1, 2, 3, 4A AND 11A, MAYFAIR 2ND ADDITION REPLAT ONE;

TOGETHER WITH LOT 9A, MAYFAIR 2ND ADDITION REPLAT TWO;

TOGETHER WITH LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE;

TOGETHER WITH LOT 1, MAYFAIR 2ND ADDITION REPLAT FOUR;

TOGETHER WITH LOTS 1 AND 2, MAYFAIR 2ND ADDITION REPLAT FIVE;

TOGETHER WITH LOTS 1 AND 2, MAYFAIR 2ND ADDITION REPLAT SIX;

ALL SUBDIVISIONS IN SARPY COUNTY, NEBRASKA;  
TOGETHER WITH ALL PUBLIC STREETS LYING WITHIN SAID SUBDIVISIONS, THE OUTER BOUNDARY OF THE AFORE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF LOT 133 SAID MAYFAIR REPLAT ONE;  
 THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 133;  
 THENCE EASTERLY ON THE EAST LINE OF SAID LOT 133 TO THE WEST LINE OF 96TH STREET;  
 THENCE SOUTHERLY ON THE WEST LINE OF 96TH STREET TO THE NORTH LINE OF GILES ROAD;  
 THENCE WESTERLY ON THE NORTH LINE OF GILES ROAD TO THE SW CORNER OF LOT 61, SAID MAYFAIR 2ND ADDITION;  
 THENCE NORTHERLY ON THE WEST LINES OF LOTS 61, 62, 63 AND 65 THRU 76, INCLUSIVE, SAID MAYFAIR 2ND ADDITION TO THE NW CORNER OF SAID LOT 76;  
 THENCE EASTERLY ON THE NORTH LINES OF LOT 76 AND 90 THRU 102, INCLUSIVE, SAID MAYFAIR 2ND ADDITION TO THE SW CORNER OF LOT 108 SAID MAYFAIR 2ND ADDITION;  
 THENCE NORTHERLY ON THE WEST LINES OF LOTS 108 AND 109, SAID MAYFAIR 2ND ADDITION AND ON THE WEST LINES OF LOTS 98, 11, 12, 13 AND 15 THRU 21, INCLUSIVE, SAID MAYFAIR, TO THE NW CORNER OF SAID LOT 11;  
 THENCE EASTERLY ON THE NORTH LINES OF LOTS 10, 11 AND 3 THRU 8, INCLUSIVE, SAID MAYFAIR TO THE NE CORNER OF SAID LOT 3;  
 THENCE CONTINUING EASTERLY ON THE NORTH LINE OF LOT 106, SAID MAYFAIR REPLAT 1, TO THE NE CORNER THEREOF, SAID CORNER BEING ON THE NORTHERLY LINE OF MELISSA STREET;  
 THENCE EASTERLY ON THE NORTHERLY LINE OF MELISSA STREET TO THE WEST LINE OF 96TH STREET;  
 THENCE SOUTHERLY ON THE WEST LINE OF 96TH STREET TO THE SOUTH LINE OF MELISSA STREET;  
 THENCE WESTERLY ON THE SOUTH LINE OF MELISSA STREET TO THE NE CORNER OF LOT 133, SAID MAYFAIR REPLAT ONE AND THE POINT OF BEGINNING.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to SID No.195, Mayfair, Lot 21, Mayfair 2<sup>nd</sup> Addition, Outlot "A", Mayfair, and adjoining street rights-of-way, which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect on July 31, 2013 after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF LA VISTA

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

ATTEST:

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 Pamela A. Buethe, CMC  
 City Clerk

**ORDINANCE NO. 1192**

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2<sup>ND</sup> ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; TAX LOTS 17 AND 18, LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; TOGETHER WITH PART OF THE NE 1/4 OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SAID SARPY COUNTY; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and

WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and

WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and

WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

SECTION 1.

A. The foregoing recitals shall be incorporated into this ordinance by reference and are hereby ratified, affirmed and approved.

B. The following described territory situated in Sarpy County, Nebraska to-wit:

LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOTS 17 AND 18, LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY;

TOGETHER WITH PART OF THE NE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY;

TOGETHER WITH THE PUBLIC STREETS LYING WITHIN THAT PART OF THE NW 1/4 OF SAID SECTION 17 AND WITHIN THAT PART OF NE 1/4 OF SAID SECTION 18 DESCRIBED HEREFTER ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 17;

THENCE EASTERLY ON THE NORTH LINE OF SAID NW 1/4 TO A POINT DIRECTLY NORTH OF THE MOST EASTERLY CORNER OF SAID TAX LOT 17;

THENCE SOUTH TO THE MOST EASTERLY CORNER OF SAID TAX LOT 17;

THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF SAID TAX LOTS 17 AND 18 AND ON THE NORTHERLY LINE OF HARRISON STREET TO THE MOST SOUTHERLY

CORNER OF SAID TAX LOT 18, SAID CORNER BEING ON THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF SAID TAX LOT 18 AND ON THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18;

THENCE EASTERLY ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 TO THE POINT OF BEGINNING.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to Lots 1 and 2, I-80 Industrial Park 2<sup>nd</sup> Addition, Tax Lots 17 and 18, in the NW 1/4 of Section 17, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, and Part of the NE 1/4 of Section 18, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect on July 31, 2013 after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF LA VISTA

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

ATTEST:

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Pamela A. Bueth, CMC  
City Clerk

**ORDINANCE NO. 1193**

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (TAX LOTS 11 AND 15 LYING WITHIN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA; TOGETHER WITH PART OF THE NW ¼ OF SECTION 17 AND PART OF THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, FORMER UPRR RIGHT-OF-WAY IN THE NW ¼ OF SECTION 17, T14N, R12E AND THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and

WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and

WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and

WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

**SECTION 1.**

A. The foregoing recitals shall be incorporated into this ordinance by reference and are hereby ratified, affirmed and approved.

B. The following described territory situated in Sarpy County, Nebraska to-wit:

TAX LOTS 11 AND 15 LYING WITHIN THE NW 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH PART OF THE NW 1/4 OF SAID SECTION 17 AND PART OF THE NE 1/4 OF 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE NE 1/4 CORNER OF THE NE 1/4 OF SAID SECTION 18;

THENCE WESTERLY ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 TO THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 17;

THENCE WESTERLY ON THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 17 AND ON THE SOUTH LINES OF SAID TAX LOTS 15 AND 11 TO THE SW CORNER OF SAID TAX LOT 11, SAID CORNER BEING ON THE EAST LINE OF SOUTHPORT PARKWAY;



THENCE NORTHERLY ON THE WESTERLY LINE OF SAID TAX LOT 11 AND ON THE EASTERLY LINE OF SOUTHPORT PARKWAY AND THE SOUTH LINE OF HARRISON STREET TO THE MOST NORTHERLY CORNER OF SAID TAX LOT 11, SAID CORNER BEING ON THE SOUTHWESTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18;

THENCE EASTERLY ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 18 TO THE POINT OF BEGINNING.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to Tax Lots 11 and 15, in the NW ¼ of Section 17, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, together with Part of the NW ¼ of Section 17 and Part of the NE ¼ of Section 18, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, (former UPRR right-of-way), which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect on July 31, 2013 after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF LA VISTA

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

ATTEST:

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