

LA VISTA CITY COUNCIL MEETING AGENDA
May 3, 2022
6:00 p.m.
Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamations**
 - **Public Service Recognition Week**
 - **Professional Municipal Clerks Week**
 - **National Police Week & Peace Officers' Memorial Day**
- **Appointment – Paul Bohn – Personnel Board – Fill Vacancy**

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

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the April 19, 2022 City Council Meeting**
3. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$110,897.22**
4. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$7,474.30**
5. **Request for Payment – Benesch – Professional Services – 84th to 96th Street Panel Replacement – \$1,456.00**
6. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$8,400.00**
7. **Request for Payment – NL & L – Professional Services – Chili's Demolition – \$85,353.88**
8. **Approve Manager Application – Class D Liquor License – Kwik Shop, Inc – Robert T. Burke**
9. **Resolution – Award of Contract – Eastern Nebraska Office of Aging**
10. **Resolution – Authorize Proposal – Omaha Public Power District – Permanent Power – La Vista City Centre Parking Structure 2**
11. **Request for Payment – OPPD – Professional Services – La Vista City Centre Parking Structure 2 - \$15,579.71**
12. **Approval of Claims**

B. Reports from City Administrator and Department Heads

B. Ordinance – Authorize borrowing up to \$2,745,000 from Nebraska Department of Environment and Energy - East La Vista Sewer Rehabilitation

C. Resolution – Authorize Agreement – Printing and Mailing Services

D. Resolution – Authorize Agreement – Hydrology and Hydraulic Analysis – Applewood Creek

E. Resolution – Authorize Request for Bids – 84th Street Signal Improvements

F. Resolution – Approve Purchase Agreement – CRRSAA Funds

G. Approval of Appointment to fill City Council Vacancy – Ward II

H. Administration of Oath of Office City Council Member – Ward II

- **Comments from the Floor**
- **Comments from Mayor and Council**

- **Adjournment**

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



**PROCLAMATION
NATIONAL POLICE WEEK AND
PEACE OFFICERS' MEMORIAL DAY**

WHEREAS, The Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day in recognition of law enforcement officers nationwide who have sacrificed their lives or been disabled in the performance of their duties while protecting our communities and safeguarding our democracy; and

WHEREAS, The Congress and the President of the United States also designate the week in which May 15th falls as National Police Week in recognition of the service provided by thousands of federal, state, and local law enforcement officers; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of those who dedicate their lives to the law enforcement profession, and to keeping our communities safe; and

WHEREAS, La Vista Police Officers and law enforcement throughout the state and nation risk their lives on a daily basis to maintain peace within the community and protect the lives and property of our citizens; and

WHEREAS, the members of the La Vista Police Department provide a vital public service, safeguarding the rights and freedoms of the citizens of this city:

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 11th through May 17th, 2022, as National Police Week in the City of La Vista; and

BE IT FURTHER PROCLAIMED, that May 15, 2022, shall be Peace Officers' Memorial Day in the City of La Vista, and the United States Flag shall be flown at half-staff at all City offices on this date.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 3rd day of May 2022.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**PROCLAMATION
PROFESSIONAL MUNICIPAL CLERKS
WEEK**

WHEREAS: The Office of the Professional Municipal Clerk is the oldest among public servants, and provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS: Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and serves as the information center on functions of local government and community.

WHEREAS: Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, and the annual meetings of their state, provincial, county and professional organizations.

NOW, THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby declare May 1 through 7, 2022 as **PROFESSIONAL MUNICIPAL CLERKS WEEK** in the City of La Vista and extend our appreciation to our City Clerk, Deputy City Clerk, and to all Professional Municipal clerks for the vital services they perform and their dedication to the communities they represent.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 3rd day of May 2022.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



**PROCLAMATION
PUBLIC SERVICE RECOGNITION WEEK**

WHEREAS: Americans are served every day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS: Public servants include accountants, administrative professionals, engineers, firefighters, health care professionals, laborers, librarians, planners, police officers, safety inspectors, recreation staff, teachers and countless other occupations; and

WHEREAS: Public employees ensure continuity of service delivery when new elected officials are elected and leaders are appointed; and

WHEREAS: The employees of the City of La Vista provide the high-quality services expected by the residents of La Vista with accountability, efficiency and integrity; and

NOW, THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby declare May 1 through 7, 2022 as **PUBLIC SERVICE RECOGNITION WEEK** in the City of La Vista. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and city.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 3rd day of May 2022.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

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MINUTE RECORD

A-2

No. 729 -- REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING April 19, 2022

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on April 19, 2022. Present were Councilmembers: Ronan, Thomas, Quick, Hale, and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Community Development Director Fountain, Finance Director Miserez, Recreation Director Stopak and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on April 6, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

ADMINISTRATION OF OATH OF OFFICE CITY COUNCILMEMBER – WARD I

Mayor Kindig administered the Oath of Office for City Councilmember – Ward I to Terrilyn Quick.

SERVICE AWARD: RAY HARROD – 25 YEARS

Mayor Kindig recognized Ray Harrod for 25 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE APRIL 5, 2022 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE APRIL 2, 2022 CITY COUNCIL WORK SESSION
4. APPROVAL OF THE MINUTES OF THE APRIL 7, 2022 PLANNING COMMISSION MEETING
5. MONTHLY FINANCIAL REPORT – FEBRUARY 2022
6. 2022 ANNUAL TIF REPORT
7. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 - \$168,425.00
8. REQUEST FOR PAYMENT – HEIMES CORPORATION – CONSTRUCTION SERVICES – THOMPSON CREEK – CENTRAL PARK EAST - \$41,357.45
9. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$259,549.32
10. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – LA VISTA 84TH STREET BRIDGE – \$25,756.25
11. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTER PARKING STRUCTURE 2 – \$11,925.00
12. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – 84TH STREET SIGNAL IMPROVEMENTS – \$2,652.50
13. REQUEST FOR PAYMENT – HGM ASSOCIATES INC. – PROFESSIONAL SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – PHASE 2 FINAL DESIGN – \$19,171.32
14. APPROVAL OF CLAIMS

3CMA MEMBERSHIP, services

99.00

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ACTIVE NETWORK LLC, services	43.70
AMAZON CAPITAL, services	420.78
AMERICAN HERITAGE LIFE INS CO, services	1,266.51
ANDERSON AUTO GROUP, services	33,474.00
A-RELIEF, services	121.00
AUTOGRAPHIX INC, services	450.00
BACON LETTUCE CREATIVE, services	440.00
BARCO MUNICIPAL PRODUCTS, supplies	188.50
BIBLIOTHECA LLC. books	18.93
BIG RED LOCKSMITHS, bld&grnds	35.00
BLACK HILLS ENERGY, utilities	9,103.42
BLIZZARD BOYS, maint.	427.00
BODY BASICS INC, services	5,249.00
BOOT BARN, apparel	421.98
BSN SPORTS LLC, supplies	286.10
BUILDERS SUPPLY CO INC, supplies	114.00
CCAP AUTO LEASE LTD, services	449.00
CENTER POINT INC, books	747.84
CENTURY LINK/LUMEN, phones	167.54
CINTAS CORP, services	32.92
CITY OF OMAHA, services	221,863.68
COX COMMUNICATIONS, services	170.15
CULLIGAN OF OMAHA, services	34.50
CUMMINS CENTRAL POWER, bld&grnds	937.43
D & K PRODUCTS, supplies	5,037.80
DANIELSON TECH SUPPLY INC, maint.	628.40
DEARBORN NAT'L LIFE INS CO, services	8,488.05
DIAMOND VOGEL PAINTS, supplies	65.02
DLR GROUP, services	12,091.63
DOUGLAS CTY SHERIFF'S OFC, services	325.00
DULTMEIER SALES LLC, supplies	41.10
ECHO GROUP IN, supplies	612.60
EDGEWEAR SCREEN PRINTING, apparel	4,526.00
EMBLEMS INC, apparel	380.00
ESSENTIAL SCREENS, services	615.00
FASTENAL CO, supplies	418.03
FERGUSON ENTERPRISES INC, supplies	215.76
FIRST STATE BANK, services	6,536.93
FITZGERALD SCHORR BARMETTLER, services	22,127.40
FLAGSHOOTER INC, supplies	100.86
GENUINE PARTS CO, maint.	26.02
GRAINGER, maint.	40.48
GREAT PLAINS COMMUNICATION, services	777.60
GUARDIAN ALLIANCE TECH, services	492.00
HARM'S CONCRETE INC, services	130.00
HEIMES CORP, services	43.11
HGM ASSOCIATES, services	25,513.53
HOME DEPOT, supplies	4,090.98
HOODMASTERS INC, services	1,022.50
HOTSY EQUIPMENT CO, bld&grnds	1,200.85
HY-VEE INC, services	194.00
INDUSTRIAL SALES CO, supplies	78.79
INGRAM LIBRARY SERVICES, books	1,875.28
JEROME TODD KENKEL, services	100.00
JOHNSON CONTROLS, bld&grnds	323.36
KANOPY INC, services	155.00
KEVIN JONES, services	700.00
KEYMASTERS LOCKSMITH, services	25.00
KIMBALL MIDWEST, supplies	34.62
KRIHA FLUID POWER CO INC, maint.	142.80
LARSEN SUPPLY CO, supplies	1,160.56

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LINCOLN NAT'L LIFE INS CO, services	6,311.09
LOGAN CONTRACTORS, supplies	171.00
LOU'S SPORTING GOODS, supplies	321.71
MAPLE 85, supplies	3,904.76
MEDICA INSURANCE CO, services	114,301.49
MEGHAN ENGBERG, supplies	47.61
MENARDS-RALSTON, supplies	598.09
METALAB LLC, services	21,366.75
METLIFE, services	2,062.20
MICHAEL TODD & CO INC, supplies	36.75
MID-AMERICAN BENEFITS INC, services	16,836.24
MIDLANDS LIGHTING, supplies	33.18
MIDWEST FIREWORKS, services	18,500.00
MIDWEST TAPE, media	76.61
MILLARD SPRINKLER INC, services	1,272.60
MOTOROLA SOLUTIONS INC, services	22,608.32
OCLC INC, media	164.44
OFFICE DEPOT INC, supplies	307.16
OLSSON INC, services	1,420.00
OMAHA TENT CO, services	4,950.00
OMAHA WINNELSON SUPPLY, bld&grnds	616.46
ONE CALL CONCEPTS INC, services	248.88
O'REILLY AUTO PARTS, maint.	1,377.93
PAPILLION SANITATION, services	365.82
PAYROLL MAXX, payroll & taxes	368,910.54
PITNEY BOWES, postage	1,172.00
RDG PLANNING & DESIGN, services	356,022.06
READY MIXED CONCRETE CO, services	4,827.43
RHOMAR INDUSTRIES INC, services	2,221.35
RIVER CITY RECYCLING, services	278.77
ROBERT HALF, services	1,900.00
RTG BUILDING SERVICES INC, bld&grnds	6,665.00
SCHAEFFER MANUFACTURING CO, supplies	161.12
SHERWIN-WILLIAMS, bld&grnds	15.00
SIGN IT, services	461.00
SITE ONE LANDSCAPE, supplies	562.97
STAPLES INC, supplies	116.88
STRATEGIC GOV'T RESOURCES INC, services	6,151.46
SUBSURFACE SOLUTIONS, services	684.00
TED'S MOWER SALES, maint.	70.17
THE PENWORTHY CO, books	396.03
THE SCHEMMER ASSOCIATES INC, services	237.50
THE WALDINGER CORP, bld&grnds	322.00
THOMPSON DREESSEN & DORNER, services	9,186.71
TKK ELECTRONICS LLC, supplies	404.62
TOTAL MARKETING INC, supplies	29.60
TRANS UNION RISK, services	75.00
TURFWERKS, maint.	125.03
U.S. CELLULAR, phones	1,859.27
UNITE PRIVATE NETWORKS, services	4,400.00
UNITED PARCEL, services	55.41
US BANK NAT'L ASSOC, services	19,716.30
V & V MANUFACTURING INC, services	291.75
VAL VERDE ANIMAL HOSPITAL, services	110.60
VERMEER HIGH PLAINS, supplies	540.93
WILDLIFE LEARNING ENCOUNTERS, services	1,800.00
WOODHOUSE FORD, maint.	309.44

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Sell. Councilmember Quick reviewed the bills and stated everything

was in order. Councilmembers voting aye: Ronan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick and Sheehan. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn advised Council if they would like to attend the Active Shooter Training on April 24, 2022 at Cobalt Credit Union to let staff know.

Community Development Director Fountain presented the Planning, Zoning and Building 2021 Annual Report.

Director of Public Works Soucie introduced the new Building Technician, Austin Blakeman.

Chief of Police Lausten reported that 2 lateral hire Police Officers started this week and the Police Academy graduation is on May 27, 2022.

PROJECT UPDATE – CITY VENTURES

Chris Erickson with City Ventures gave a report on the progress of City Centre.

B. VACANCY – COUNCILMEMBER – WARD II

1. ACCEPT RESIGNATION – COUNCILMEMBER QUICK

Councilmember Thomas made a motion to accept Councilmember Quick's resignation from Ward II. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick and Sheehan. Motion carried.

2. RECEIVE AND FILE NOTICE AND DECLARE VACANCY – CITY COUNCILMEMBER – WARD II

Councilmember Thomas made a motion to receive and file notice and declare vacancy for City Councilmember in Ward I. Seconded by Councilmember Hale. Councilmembers voting aye: Ronan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick and Sheehan. Motion carried.

C. FIREWORKS PERMITS

1. RESOLUTION – ESTABLISH NUMBER OF PERMITS

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-033 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2022.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2022 shall not exceed six.

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

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BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

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

2. RESOLUTION – ISSUANCE OF PERMITS

Councilmember Sell introduced and moved for the adoption of Resolution No. 20-034 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATIONS OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, CORNERSTONE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA YOUTH BASEBALL ASSOCIATION, PAPILLION LA VISTA SPIRIT FOOTBALL, AND PAPILLION LA VISTA YOUTH ATHLETIC ASSOCIATION.

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits; and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, six (6) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2022 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to: Beautiful Savior Lutheran Church, Cornerstone Church, La Vista Community Foundation, La Vista Youth Baseball Association, Papillion La Vista Spirit Football, and Papillion La Vista Youth Athletic Association to sell fireworks within the City of La Vista for the 2022 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit and a representative for their fireworks supplies at a meeting with City staff (date and time to be established).

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

D. NEBRASKA MULTISPORT COMPLEX – CONDITIONAL USE PERMIT – E OF EASTPORT PARKWAY & N OF GILES ROAD – PRIVATE RECREATIONAL FACILITY

1. PUBLIC HEARING

At 6:30 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Nebraska Multisport Complex – Conditional Use Permit – East of Eastport Parkway & North of Giles Road – Private Recreational Facility. Craig Scriven representing the applicant gave a presentation.

At 6:37 p.m. Councilmember Sell made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Thomas, Quick and Sell. Nays: None. Abstain: Hale. Absent: Frederick and Sheehan. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-035 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR THE NEBRASKA MULTISPORT COMPLEX FOR OPERATION AND MANAGEMENT OF A PRIVATELY OWNED RECREATIONAL FACILITY ON TAX LOTS 11 AND 15, TOGETHER WITH ALL OF TAX LOT 2A AND PARTS OF TAX LOTS 2B1 AND 3 LYING NORTH AND WEST OF RAILROAD RIGHT-OF-WAY, TOGETHER WITH TAX LOT 1A1B AND PART OF TAX LOT 2B1 AND NORTHWESTERLY PART OF TAX LOT 3 LYING SOUTH AND EAST OF RAILROAD RIGHT-OF-WAY, ALL LOCATED IN SECTION 17, T14N, R12E, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the Nebraska Multisport Complex Board of Directors, on behalf of the property owner, Omaha Multi Sport Complex, has applied for a Conditional Use Permit for operation and management of a privately owned recreational facility on Tax Lots 11 and 15, together with all of Tax Lot 2A and parts of Tax Lots 2B1 and 3 lying North and West of railroad right-of-way, together with Tax Lot 1A1B and part of Tax Lot 2B1 and Northwesterly part of Tax Lot 3 lying South and East of railroad right-of-way, all located in Section 17, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska, located east of Eastport Parkway and north of Giles Road; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes, to the extent determined necessary by the Mayor or City Administrator.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit as submitted at this meeting, subject to any additions, subtractions, or modifications as the City Administrator or any designee of the City Administrator determines necessary or appropriate, and further subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and the approval and recording of a subdivision agreement.

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

E. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – GILES ROAD WIDNING

Councilmember Hale introduced and moved for the adoption of Resolution No. 22-036 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG, HOLT AND ULLEVIG (FHU), OMAHA, NEBRASKA FOR ENGINEERING AND SURVEYING SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000.

WHEREAS, the Mayor and City Council have determined that engineering and surveying services to provide conceptual designs and construction estimates for roadway improvements along the Giles Road corridor from the I-80 Eastbound onramp and offramp to 96th Street are necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg,

MINUTE RECORD April 19, 2022

No. 729 — REDFIELD DIRECT E2106195KV

Holt and Ullevig (FHU), Omaha, Nebraska for engineering and surveying services in an amount not to exceed \$200,000.

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

F. APPROVAL OF A CLASS ZK LIQUOR LICENSE APPLICATION – PATRIARCH DISTILLERS, LLC

1. PUBLIC HEARING

At 6:39 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Class ZK Liquor License application for Patriarch Distillers, LLC.

At 6:40 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick and Sheehan. Motion carried.

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-037 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS ZK LIQUOR LICENSE APPLICATION FOR PATRIARCH DISTILLERS, LLC IN LA VISTA, NEBRASKA.

WHEREAS, Patriarch Distillers, LLC, 12251 Cary Circle, Ste. 100, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class ZK Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class ZK Liquor License application submitted by Patriarch Distillers, LLC, 12251 Cary Circle, Ste. 100, La Vista, NE.

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

G. RESOLUTION – DECLARE EQUIPMENT SURPLUS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-038 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, the City Administrator and City Staff recommend that the following item be declared surplus and sold:

1998 Ford F150 Red Fire Pickup (VIN 4227)

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that 1piece of equipment be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the Mutual Finance Organization with Papillion and the Papillion RFD will receive the revenue from the sale of the fire pickup.

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

H. RESOLUTION – ACCEPT WAYFINDING FRAMEWORK PLAN

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-039 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE FINAL WAYFINDING FRAMEWORK PLAN FOR THE CITY OF LA VISTA AS SUBMITTED BY DESIGN WORKSHOP.

WHEREAS, the City Council approved a contract with Design Workshop on November 17, 2020 to complete a Wayfinding Framework Plan; and

WHEREAS, Design Workshop has previously presented the proposed Wayfinding Framework Plan to the City Council and further refined the plan as directed; and

WHEREAS, the updated Wayfinding Framework Plan has been reviewed by the Wayfinding Steering Committee and is being recommended for acceptance.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the final Wayfinding Framework Plan as submitted by Design Workshop and reviewed by the Wayfinding Steering Committee be, and the same hereby is, accepted.

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

I. DISCUSSION – CAPITAL IMPROVEMENT PROGRAM (CIP)

City Administrator Gunn asked Council if they wished to discuss changes to the Capital Improvement Program since the April 2nd Workshop. There was no discussion so therefore staff will build the budget from the CIP presentation.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

J. EXECUTIVE SESSION – PERSONNEL

At 6:55 p.m. Councilmember Thomas made a motion to go into executive session for protection of an individual to discuss personnel matters. Seconded by Councilmember Sell. Councilmembers voting aye: Ronan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick and Sheehan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:18 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Thomas, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Frederick and Sheehan. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell thanked all who helped with the Easter Egg Hunt.

MINUTE RECORD April 19, 2022

No. 729 -- REDFIELD DIRECT E2106195KV

Councilmember Hale mentioned the passing of Brad Ashford today.

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

PASSED AND APPROVED THIS 3RD DAY OF MAY 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Remit To:
 RDG Planning & Design
 301 Grand Avenue
 Des Moines, Iowa 50309

Rita Ramirez
 City of La Vista
 8116 Parkview Blvd
 La Vista, NE 68128

March 31, 2022
 Project No: R3003.066.01
 Invoice No: 50495

Project R3003.066.01 LaVista, City of - Placemaking Ph1 SD-CA

Professional Services through March 31, 2022
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	149,000.00	100.00	149,000.00	149,000.00	0.00
Design Development	180,000.00	100.00	180,000.00	180,000.00	0.00
Construction Documents	275,330.00	50.00	137,665.01	26,767.79	110,897.22
Bidding/Negotiation	44,000.00	0.00	0.00	0.00	0.00
Contract Administration	244,000.00	0.00	0.00	0.00	0.00
Total Fee	892,330.00		466,665.01	355,767.79	110,897.22
			Total Fee		110,897.22

Billing Limits	Current	Prior	To-Date
Expenses	0.00	254.27	254.27
Limit			8,600.00
Remaining			8,345.73

Total this Invoice \$110,897.22

16,710,917.000
R. Ramirez
4-19-22





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

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 149880
Date 04/18/2022
Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from March 7, 2022 through April 10, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	39,500.00	39,500.00	0.00	0.00
Task 2.4	20,000.00	14,590.84	5,409.16	0.00
<i>Subconsultant Services - Felsburg Holt Ullevig</i>				
Task A1.1	2,600.00	2,540.00	60.00	0.00
Task A1.2 - Right of Way Documents	6,300.00	5,060.00	1,240.00	0.00
Task A1.3 - Coordinate B2E Environmental Services	1,100.00	1,110.00	-10.00	0.00
Task A1.4 - Coordinate RDG Planning/Design Services	5,500.00	40.00	5,460.00	0.00
Task A1.5-Prepare NPDES NOI, SWPPP Plan, and Grading Permit	2,500.00	260.00	2,240.00	0.00
Task A1.6 - Prepare Constr Plans/Specs-Srvc Drive Connection to Park View Blvd	12,000.00	10,122.60	0.00	1,877.40
Task A1.7-Constr Phase Srvcs - Staking/Testing/Observation/CA	75,500.00	19,854.40	50,048.70	5,596.90
Total	168,500.00	96,577.84	64,447.86	7,474.30

Invoice total 7,474.30

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
149880	04/18/2022	7,474.30	7,474.30				
	Total	7,474.30	7,474.30	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

OK TO PAY
 PMD 4/27/22
 16-710917-000-PAID 2022



Pat Dowse
 City Engineer
 City of La Vista
 9900 Portal Road
 La Vista, NE 68128

October 31, 2021
 Project No: 00120715.00
 Invoice No: 195649

M376(378)
 Park View Blvd from 84th Street to 96th Street
 Panel Replacement

Professional Services from October 1, 2021 to October 24, 2021

Task 00003 Material Testing

Unit Billing

CL2 Comp Strength of 6"x12" Cylinders	32.0 Each @ 25.00	800.00	
M2 Trip Charge	8.0 Each @ 82.00	656.00	
Total Units		1,456.00	1,456.00
	Total this Task		\$1,456.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,456.00	48,769.88	50,225.88
Limit			51,101.00
Remaining			875.12
		Total this Invoice	\$1,456.00

*OK to Pay
 Pmo 9/27/21
 05.71.0917-STR21001*



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

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 149881
Date 04/18/2022

Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from March 7, 2022 through April 10, 2022

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task A2.1 - Utility Relocate Park View Blvd St Swr Inlet Constr	2,220.00	0.00	2,220.00	0.00
Task A2.2 - Drainage Calculations for Park View Blvd Inlets	2,080.00	0.00	2,080.00	0.00
Task A2.3 - Interim Roadway Lighting Plans	1,120.00	0.00	320.00	800.00
Reimbursables - Consultant	3,500.00	0.00	3,500.00	0.00
Task A2.4-Limit Access to Portion of Central Park Plz Serving The Astro/The Link	2,280.00	0.00	1,880.00	400.00
Task A2.5 -Drawings for Lighting Sub-consultant & Constr Docs for Water Quality	7,200.00	0.00	0.00	7,200.00
Task A2.6 - Construction Phase Srvcs for Access Road Modifications	75,360.00	0.00	75,360.00	0.00
Task A2.7 - Geotechnical Exploration	2,120.00	0.00	2,120.00	0.00
Total	95,880.00	0.00	87,480.00	8,400.00

Invoice total 8,400.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
149881	04/18/2022	8,400.00	8,400.00				
	Total	8,400.00	8,400.00	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

OK TO PAY
PMD 4/27/22
16.71.0917.000 - STARTALCED



N L & L, Inc.
5634 S. 85th Circle
Omaha, NE 68127
Phone: 4029344439

Invoice

Date	Invoice #
4/18/2022	21-Chilis-1

Bill To
21-Chilis Demo City of LaVista c/o Pat Dowse Public Works Department 9900 Portal RdLaVisa, NE 68128

P.O. No.	Terms	Project

Description	Quantity	Unit	Rate	Amount
Structural Demolition of Chilis, La Vista City Centre Lot 8	1		35,000.00	35,000.00
Pavement Removal	1,073.88		12.00	12,886.56
Sidewalk Removal	267.82		12.00	3,213.84
Small Tree Removal	2		500.00	1,000.00
Curb and Gutter Removal	580.29		12.00	6,963.48
Utility Removal	170		78.00	13,260.00
Transformer Removal	1		1,000.00	1,000.00
Light Pole Removal	4		1,500.00	6,000.00
Bollard Removal	3		75.00	225.00
Erosion Control	0.75		2,500.00	1,875.00
Grading Fill	115		18.00	2,070.00
Grading Cut	124		15.00	1,860.00

Total **\$85,353.88**

OK To Pay
 PMD 4/27/22
 16,710,918.000 - CMOV2002



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: April 26, 2022

RE: LOCAL BACKGROUND- MANAGER
KWIK SHOP

CC:

The police department reviewed the Nebraska Liquor Control Commission documents completed by the applicant and conducted a check of local records relating to the Manager Application for Robert Burke. No criminal record was located.

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



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800-833-7352 (TTY)
Web Address <https://www.lcc.nebraska.gov>

Today's Date: April 25, 2022
From: Lisa Steward (Lisa.Steward@nebraska.gov)
To: City Clerk of La Vista

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: Kwik Shop Inc
Trade Name (DBA): Kwik Shop 664
License Number: D-106676
Manager Name: Burke, Robert T
Due Date: June 09, 2022

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: **KWIK SHOP, INC.**

Premise information

Liquor License Number: **106676** Class Type **D** (if new application leave blank)

Premise Trade Name/DBA: **KWIK SHOP #664**

Premise Street Address: **6910 S 108TH ST**

City: **L AVISTA**

County: **SARPY**

Zip Code: **68046** *68128*

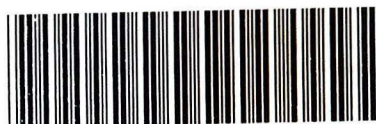
Premise Phone Number: **(402) 593-9286**

Premise Email address: **00664mgr.kw@stores.kwikshop.com**

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2200005320

Robert Burke

X 12

**MANAGER APPLICATION
INSERT - FORM 3c**

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



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must: *training exp. 01/14/2025*

- ✓ Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

NA



OK

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: BURKE ^{*Spouse} First Name: ROBERT MI: T
 Home Address: 3806 SO 14th ST
 City: OMAHA County: DOUGLAS Zip Code: 68107
 Home Phone Number: 402 980 5925
 Driver's License Number & State: [REDACTED]
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: MANHATTAN N.Y.
 Email address: ROBERT.BURKE@EG-AMERICA.COM

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: BURKE First Name: THOROSA MI: L
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: OMAHA NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
OMAHA NE	1984	CURRENT			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2020	Present	EG AMERICA	Josh Kangley	
2019	2020	Rod Lobster		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this

3/9/2022 by Robert T Burke and Theresa L Burke
date NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Theresa L Burke
Signature of **NON-PARTICIPATING SPOUSE**
Theresa L Burke
Print Name

Robert T Burke
Signature of **APPLICANT**
ROBERT T BURKE
Print Name

State of Nebraska, County of DOUGLAS

State of Nebraska, County of DOUGLAS

The foregoing instrument was acknowledged before me
this 3/9/2022 (date)

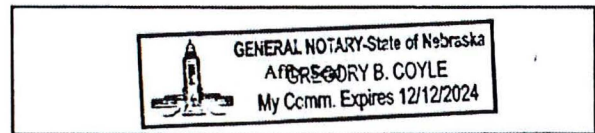
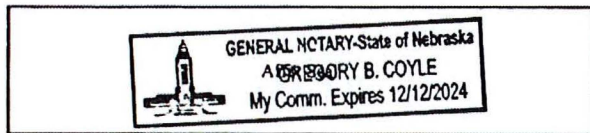
The foregoing instrument was acknowledged before me
this 3/9/2022 (date)

by Theresa L Burke
Name of person acknowledged
(Individual signing document)

by Robert T Burke
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**



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

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED.

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**

- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/NSP
Or a check made payable to **NSP** can be mailed directly to the following address:

*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Kwik Shop, Inc

Name of Person Being Fingerprinted: Robert T. Burke

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: March 3, 2022

Location where fingerprints were taken: Omaha - Troop A Headquarters

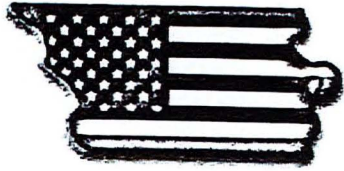
How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

✓



douglas county
ELECTION COMMISSION

12220 W Center Rd
Omaha, Nebraska 68144
Phone: (402) 444 - VOTE (8683) • Fax (402) 444 - 4181
www.votedouglascounty.com


Brian W. Kruse, Election Commissioner

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

I, BRIAN W. KRUSE, Election Commissioner of Douglas County, Nebraska, do certify that Robert Thomas Burke, now residing at 3806 S 14th St, Omaha, Nebraska 68107, registered for voting in this office on 10/06/2011, stating under oath that he was born in New York, NY, and giving his birth date as [REDACTED]

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 19th day of April, 2022.

BRIAN W. KRUSE
Election Commissioner of
Douglas County, Nebraska

By  Deputy





General	Credential	Number	Earned	Expires
Robert Thomas Burke 3806 south 14th street Omaha NE 68107	STATE ALCOHOL	RB-0150407	04-14-2022	04-14-2025

Responsible Hospitality Council

HOSPITALITY ALCOHOL MANAGEMENT SEMINAR REGISTRATION

A registration form must be submitted for each trainee

Last Name BURKE First Name ROBERT Middle Initial T
Employer EG-AMERICA Job Title DISTRICT MANAGER
Business Address 165 FLANDERS RD Your Manager's Name JOSH KANGLEY
City Westborough State MA Zip Code 01581 Business phone _____
How many years have you been at your present place of employment? 2
How many years have you been employed in the hospitality industry? 35

Please return your \$75.00 payment with your completed registration form.
Please mark your choice for training date and send back by the 1st of the month.

Class time 2:00 p.m. – 6:00 p.m.

Due to the Directed Health Measures implemented in Lincoln/Lancaster County in response to the COVID 19 pandemic, this training will be held on-line utilizing ZOOM until further notice. Continue to register as usual and you will be sent a link to the meeting in the email you provide.

Your Email: ROBERT.BURKE@EG-AMERICA.COM

January 13, 2022
February 10, 2022
March 10, 2022
April 14, 2022
May 12, 2022
June 9, 2022

July 14, 2022
August 11, 2022
September 8, 2022
October 13, 2022
November 10, 2022
December 8, 2022

Send payment and form to:

Responsible Hospitality Council
c/o City Council
555 S. 10th Street
Lincoln, NE 68508

If you have questions, call 402.441.7638

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
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. The city does pay the Senior Services Manager salary.

RECOMMENDATION

Approval.

BACKGROUND

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday.

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 3RD DAY OF MAY, 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CONTRACT

THIS CONTRACT is made and entered into this **first day of July 2022** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed by the Nebraska Political Subdivisions, Cass County, Dodge County, Douglas County, Sarpy County and Washington County pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "**ENOA**") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "**Contractor**") for the operation of a senior center.

The purpose of the Contract from ENOA to the Contractor is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Contract.

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 60 years of age and older residing in Sarpy County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., 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 FY20 – FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Contractor maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Contractor as follows:

ARTICLE I

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Contractor's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

ARTICLE II

SERVICES

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

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition 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 1:00pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To make special provisions as necessary to serve handicapped individuals.
- (j) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (k) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (l) To assure that all ENOA policies and procedures for congregate meals are followed.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (o) To collect all required data for participants under the direction of the ENOA Nutrition Division. ENOA Nutrition Division will be responsible to ensure all individuals meet program eligibility as listed in ENOA Nutrition Policy 1.1. Underage ineligible individuals must pay full cost of the meals as directed by ENOA Nutrition Policy 1.6.

- (p) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (q) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (r) To operate the center Monday-Friday except for 10 holidays during the year. ENOA holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Contractor shall notify ENOA of any other holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Contractor, in writing.
- (s) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be recorded on the appropriate report.
- (t) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

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

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutrition education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Contract compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Contract.
 - 2) An annual senior center evaluation to evaluate Contractor's compliance with this Contract.
 - 3) Unannounced center evaluations and center visits by program administrative staff.

- 4) Other activities as deemed necessary by ENOA Director.

ARTICLE III

TERM

This Contract shall be in effect for **one (1) year from July 1, 2022, through and including June 30, 2023.**

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 VI

AUTHORIZED REPRESENTATIVE

The Executive 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 the terms and conditions of Article IX hereof.

ARTICLE VII

CONDITIONS

This Contract is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

- Accept & Initial
- a) 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.
- Accept & Initial
- b) 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.
- Accept & Initial
- c) 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.
- Accept & Initial
- d) 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 Contractor, Contractor shall notify ENOA immediately of said breach and take immediate corrective action.
- Accept & Initial
- 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.
- Accept & Initial
- 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.

Accept & Initial

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.

Accept & Initial

- h) 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 including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

- i) 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.

Accept & Initial

- j) 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.

Accept & Initial

- k) 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.

Accept & Initial

- l) 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.

Accept & Initial

Accept & Initial m) 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.

Accept & Initial n) The Contractor shall not commence work under this Contract until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. 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.
Workers' Compensation and Unemployment Insurance

Accept & Initial o) Contractor certifies it maintains a drug free workplace 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.

Accept & Initial p) 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 VIII

ASSIGNMENT

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

ARTICLE IX

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.

GOVERNING LAW

This Contract agreement between ENOA and Contractor shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Contract agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____ 2022.

ATTEST:

CITY OF LA VISTA

By _____
Authorized Representative

Date _____

ATTEST:

**EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING ("ENOA")**

By _____
Governing Board

Date _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
OPPD SERVICE CONNECTION – PARKING STRUCTURE NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of an agreement with OPPD to provide a three-phase electrical service, including applicable metering, for Parking Structure No. 2. This agreement requires an up-front payment of the first three (3) years of Omaha Public Power District's (OPPD's) estimated revenue for the electrical service in an amount not to exceed \$15,579.71.

FISCAL IMPACT

The FY21/FY22 Biennial Budget includes funding for the proposed services.

RECOMMENDATION

Approval

BACKGROUND

Parking Structure No.2 is currently under construction, to which OPPD is to provide a three-phase electrical service, including pertinent metering, in order to operate the electrical components within the parking structure. In order for OPPD to proceed with supplying and installed said service and metering, OPPD requires the first three (3) years of OPPD's anticipated revenue to be paid upfront. Service work will coincide with the Parking Structure No. 2 work currently being completed by Sampson Construction.

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SERVICE CONNECTION AGREEMENT WITH THE OMAHA PUBLIC POWER DISTRICT (OPPD) TO INCLUDE AN ESTIMATED THREE (3) YEARS OF REVENUES BE PAID TO OPPD PRIOR TO COMMENCEMENT OF SAID SERVICE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$15,579.71.

WHEREAS, the Mayor and City Council have determined that such electrical service and metering appurtenances are necessary for the construction, operation and maintenance of Parking District No. 2, Parking Structure No. 2; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed services;

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

NOW, THEREFORE IT BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a service agreement for a three-phase electrical service and pertinent metering equipment by provided by Omaha Public Power District (OPPD) to include an estimated three (3) years of revenues be paid to OPPD prior to commencement of construction of said service in an amount not to exceed \$15,579.71.

PASSED AND APPROVED THIS 3RD DAY OF MAY 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



Project Proposal and Waiver

CIS+ Acct. No.:	City of La Vista	ESD/AE:	Klint Kudlacek
Service Request:	63968	Design:	64531
Date:	4/27/2022	Phone:	402-301-8084
Tax I.D. :		W. O. :	734738

Capital W.O. <input type="checkbox"/>	Maint W.O. <input type="checkbox"/>	Job Order <input type="checkbox"/>	3 Year Refund <input checked="" type="checkbox"/>
--	--	---	--

Customer:

City of La Vista

Work Location:

**City Centre Parking
Garage in the 84th Street
Development area.**

Pat Dowse
Phone: 402-331-8927
PO ####

Description of Work:

The city of La Vista requests permanent power to a new parking garage near the 84th street development area. This is a 3-year revenue agreement paid in full upfront.

OPPD Responsibilities:

Install new 277/480, 3P transformer for the garage structure. See attached Meter Spec.

Customer Responsibilities:

- 1)Waiver signature and submittal is required prior to work scheduling.
- 2)Notify OPPD representative if project is cancelled so invoice can be voided.
- 3)Payment (if applicable) is required prior to scheduling work.

Install new duct from customers new transformer pad to the nearby switch.

Customer Need Date: 12/31/22

Charge*: \$15,579.71

Estimated Charges:

Charges for labor, truck and materials.

Owner or Owner Representative: _____

Date: _____

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.

Customers requesting OPPD to provide services that include installing underground equipment, cable and /or poles on customer-owned property are responsible for locating and identifying the location of items that are normally not locatable under the Nebraska One-Call Notification System Act. This includes but is not limited to items described in the following waiver. The waiver must be signed by either the owner or their representative and submitted to your OPPD representative prior to work order scheduling. Waiver signature also indicates proposal acceptance.

Facilities Waiver

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name) _____

Owner or Owner Representative (signature) _____

Signature date: _____

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District, Cashier
P.O. Box 3995
Omaha, NE 68103-0995**

THANK YOU!

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.



Project Proposal and Waiver

CIS+ Acct. No.:	City of La Vista	ESD/AE:	Klint Kudlacek
Service Request:	63968	Design:	64531
Date:	4/27/2022	Phone:	402-301-8084
Tax I.D. :		W. O. :	734738

Capital W.O. <input type="checkbox"/>	Maint W.O. <input type="checkbox"/>	Job Order <input type="checkbox"/>	3 Year Refund <input checked="" type="checkbox"/>
--	--	---	--

Customer:

City of La Vista

Work Location:

**City Centre Parking
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Development area.**

Pat Dowse
Phone: 402-331-8927
PO ####

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Install new duct from customers new transformer pad to the nearby switch.

Customer Need Date: 12/31/22

Charge*: \$15,579.71

Estimated Charges:

Charges for labor, truck and materials.

Owner or Owner Representative: _____

Date: _____

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.

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Facilities Waiver

In consideration of the agreement of Omaha Public Power District to place electrical service facilities on my property at my request, and understanding that underground objects can be encountered during excavation and installation of these facilities despite the exercise of reasonable care, the undersigned owner hereby voluntarily and knowingly releases and discharges forever the Omaha Public Power District and its directors, officers, and employees, from any and all claims or liabilities (other than those resulting from intentional acts) arising from or related to damage to underground objects not properly located and identified by the customer, including but not limited to tree roots, sprinkler systems, piping, invisible fence lines, and other underground facilities, and ordinary impacts to sod/grass and landscaping resulting from or incurred during installation of electrical service facilities on this property. The individual signing this waiver agrees that he/she either is the Owner of the subject property or has been authorized by the Owner to execute this document on the Owner's behalf. If the subject property is owned by more than one person or entity, this waiver shall be binding if it is signed by one Owner or by a representative on behalf of one of the Owners.

Owner or Owner Representative (print name) _____

Owner or Owner Representative (signature) _____

Signature date: _____

***Please remit payment (if applicable) and a signed copy of this proposal / waiver to:**

**Omaha Public Power District, Cashier
P.O. Box 3995
Omaha, NE 68103-0995**

THANK YOU!

Please review this document carefully. If there are any discrepancies, questions or concerns, please contact your OPPD representative prior to the installation or modification of your electric service. This proposal is valid for 90 days. If the proposal is extended beyond 90 days, then additional charges may be required.

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
1938(E)	04/20/2022	CITY CENTRE MUSIC VENUE LLC	259,549.32	N
136850	04/20/2022	DESIGN WORKSHOP INC	25,756.25	N
136851	04/20/2022	DLR GROUP	11,925.00	N
136852	04/20/2022	FELSBURG HOLT & ULLEVIG INC	2,652.50	N
136853	04/20/2022	HEIMES CORPORATION	41,357.45	N
136854	04/20/2022	HGM ASSOCIATES, INC.	19,171.32	N
136855	04/20/2022	SAMPSON CONSTRUCTION CO., INC	168,425.00	N
136856	04/22/2022	FOUNTAIN, BRUCE	407.00	N
136857	04/22/2022	SOLBERG, CHRISTOPHER	407.00	N
1939(E)	04/29/2022	ACTIVE NETWORK LLC	83.98	N
1940(E)	04/29/2022	AMERICAN HERITAGE LIFE INSURANCE CO	1,286.17	N
1941(E)	04/29/2022	BOK FINANCIAL	64,115.26	N
1942(E)	04/29/2022	CCAP AUTO LEASE LTD	391.12	N
1943(E)	04/29/2022	CENTURY LINK/LUMEN	874.47	N
1944(E)	04/29/2022	CENTURY LINK/LUMEN	86.92	N
1945(E)	04/29/2022	DEARBORN NATIONAL LIFE INSURANCE CO	1,147.00	N
1946(E)	04/29/2022	DEARBORN NATIONAL LIFE INSURANCE CO	6,524.78	N
1947(E)	04/29/2022	GREATAMERICA FINANCIAL SERVICES	1,232.00	N
1948(E)	04/29/2022	LINCOLN NATIONAL LIFE INS CO	6,591.68	N
1949(E)	04/29/2022	MEDICA INSURANCE COMPANY	114,150.71	N
1950(E)	04/29/2022	METLIFE	1,047.91	N
1951(E)	04/29/2022	METROPOLITAN UTILITIES DISTRICT	2,252.66	N
1952(E)	04/29/2022	MID-AMERICAN BENEFITS INC	8,439.23	N
1953(E)	04/29/2022	MID-AMERICAN BENEFITS INC	11,193.15	N
1954(E)	04/29/2022	NE DEPT OF REVENUE-SALES TAX	58.06	N
1955(E)	04/29/2022	OMAHA PUBLIC POWER DISTRICT	39,123.04	N
1956(E)	04/29/2022	PAYROLL MAXX	394,095.89	N
1957(E)	04/29/2022	ROBERT HALF	1,900.00	N
1958(E)	04/29/2022	TOSHIBA FINANCIAL SERVICES	138.00	N
1959(A)	04/29/2022	ABM INDUSTRIES, INC	7,197.59	N
1960(A)	05/03/2022	CITY OF OMAHA	243,829.05	N
1961(A)	05/03/2022	CITY OF PAPIILLION - MFO	233,475.00	N
1962(A)	05/03/2022	SHI INTERNATIONAL CORP.	42.05	N
1963(A)	05/03/2022	STRATEGIC GOVERNMENT RESOURCES INC	4,077.05	N
1964(A)	05/03/2022	VIVERE APARTMENTS	1,480.00	N
136858	05/03/2022	1000 BULBS	151.22	N
136859	05/03/2022	4 SEASONS AWARDS	50.00	N
136860	05/03/2022	A-RELIEF SERVICES INC	121.00	N
136861	05/03/2022	AA WHEEL & TRUCK SUPPLY INC	95.86	N
136862	05/03/2022	ACCUCUT LLC	200.00	N
136863	05/03/2022	ACTION BATTERIES UNLTD INC	158.00	N
136864	05/03/2022	AE SUPPLY	350.00	N
136865	05/03/2022	AED ZONE	460.00	N
136866	05/03/2022	AKRS EQUIPMENT SOLUTIONS, INC.	161.40	N
136867	05/03/2022	ALLEN, JASON	272.50	N
136868	05/03/2022	AMAZON CAPITAL SERVICES, INC.	1,472.57	N
136869	05/03/2022	ANDERSON, PATTI	157.50	N

Check #	Check Date	Vendor Name	Amount	Voided
136870	05/03/2022	AT&T MOBILITY LLC	97.66	N
136871	05/03/2022	BOBCAT OF OMAHA	326.19	N
136872	05/03/2022	BOYCHUK, GLENN	500.00	N
136873	05/03/2022	BRODERSEN, CALE	272.50	N
136874	05/03/2022	BUETHE, PAM	790.00	N
136875	05/03/2022	BUILDERS SUPPLY CO INC	667.35	N
136876	05/03/2022	CENTER POINT, INC.	45.54	N
136877	05/03/2022	CINTAS CORPORATION NO. 2	824.24	N
136878	05/03/2022	CITY OF PAPILLION	13,859.72	N
136879	05/03/2022	COMP CHOICE INC	335.00	N
136880	05/03/2022	CONNER PSYCHOLOGICAL SERVICES, PC	770.00	N
136881	05/03/2022	CONSOLIDATED MANAGEMENT CO	42.59	N
136882	05/03/2022	CORNHUSKER STATE INDUSTRIES	303.00	N
136883	05/03/2022	COX COMMUNICATIONS, INC.	147.03	N
136884	05/03/2022	CULLIGAN OF OMAHA	55.50	N
136885	05/03/2022	D & K PRODUCTS	1,530.00	N
136886	05/03/2022	DANKO EMERGENCY EQUIPMENT CO	1,061.73	N
136887	05/03/2022	DATABASEUSA.COM/A TO Z DATABASES	933.00	N
136888	05/03/2022	DATASHIELD CORPORATION	20.00	N
136889	05/03/2022	DEFIANCE HARLEY-DAVIDSON	2,494.31	N
136890	05/03/2022	DEMCO INCORPORATED	335.54	N
136891	05/03/2022	DIAMOND BLADE DISTRIBUTORS LLC	1,302.95	N
136892	05/03/2022	DULTMEIER SALES LLC	43.01	N
136893	05/03/2022	DXP ENTERPRISES INC	1,960.00	N
136894	05/03/2022	EDGEWEAR SCREEN PRINTING	330.00	N
136895	05/03/2022	FASTENAL COMPANY	168.33	N
136896	05/03/2022	FELSBURG HOLT & ULLEVIG INC	2,041.75	N
136897	05/03/2022	FERGUSON ENTERPRISES INC #226	37.23	N
136898	05/03/2022	FIKES COMMERCIAL HYGIENE LLC	46.50	N
136899	05/03/2022	FIRST STATE BANK	4,390.89	N
136900	05/03/2022	GALE	75.72	N
136901	05/03/2022	HEIMES CORPORATION	777.04	N
136902	05/03/2022	HOME DEPOT CREDIT SERVICES	4,131.98	N
136903	05/03/2022	INDUSTRIAL SALES COMPANY INC	529.58	N
136904	05/03/2022	INGRAM LIBRARY SERVICES	426.62	N
136905	05/03/2022	JOHNSON, ALLEN L.	208.00	N
136906	05/03/2022	JOHNSTONE SUPPLY CO	2.91	N
136907	05/03/2022	JUSTIN KOFOED LLC	175.00	N
136908	05/03/2022	K ELECTRIC	1,088.13	N
136909	05/03/2022	LABRIE, DONALD P	225.00	N
136910	05/03/2022	LARSEN SUPPLY COMPANY	115.00	N
136911	05/03/2022	LIBRA INDUSTRIES INC	100.00	N
136912	05/03/2022	LOGAN CONTRACTORS SUPPLY	3,538.60	N
136913	05/03/2022	LOWE'S CREDIT SERVICES	175.90	N
136914	05/03/2022	MARCO INCORPORATED	138.98	N
136915	05/03/2022	MENARDS-RALSTON-CORPORATE	191.75	N
136916	05/03/2022	METRO AREA TRANSIT	784.00	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
136917	05/03/2022	METROPOLITAN COMMUNITY COLLEGE	15,064.68	N
136918	05/03/2022	MIDWEST TAPE	174.10	N
136919	05/03/2022	MIDWEST TURF & IRRIGATION	1,195.00	N
136920	05/03/2022	MILLER & SONS GOLF CARS LLC	544.00	N
136921	05/03/2022	MR. PICNIC	4,020.00	N
136922	05/03/2022	MSC INDUSTRIAL SUPPLY CO	380.19	N
136923	05/03/2022	NE DEPT OF LABOR-WORKFORCE DEV	3,272.82	N
136924	05/03/2022	NEBRASKA ARBORISTS ASSOCIATION	190.00	N
136925	05/03/2022	OFFICE DEPOT INC	464.51	N
136926	05/03/2022	OMAHA TENT COMPANY	1,501.50	N
136927	05/03/2022	ON THE SPOT PRODUCTIONS	9,500.00	N
136928	05/03/2022	PAPILLION SANITATION	1,478.78	N
136929	05/03/2022	PAPILLION TIRE INCORPORATED	437.77	N
136930	05/03/2022	PER MAR SECURITY SERVICES	1,183.05	N
136931	05/03/2022	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
136932	05/03/2022	PITNEY BOWES GLOBAL FIN SVCS	282.60	N
136933	05/03/2022	PROFESSIONAL GROUNDS MGMT SOC	500.00	N
136934	05/03/2022	QUALITY AUTO REPAIR & TOWING, INC.	84.00	N
136935	05/03/2022	READY MIXED CONCRETE COMPANY	12,544.58	N
136936	05/03/2022	RED WING BUSINESS ADVANTAGE ACCT	600.00	N
136937	05/03/2022	SARPY COUNTY FISCAL ADMINSTRTN	23,032.35	N
136938	05/03/2022	SHERWIN-WILLIAMS	107.50	N
136939	05/03/2022	SIGN IT	2,355.00	N
136940	05/03/2022	SITE ONE LANDSCAPE SUPPLY LLC	194.05	N
136941	05/03/2022	SOUTHERN UNIFORM & EQUIPMENT	52.99	N
136942	05/03/2022	SOUTHERN UNIFORM AND TACTICAL, INC.	1,667.83	N
136943	05/03/2022	TC DECORATIVE CONCRETE DESIGNS INC	972.00	N
136944	05/03/2022	THE COLONIAL PRESS, INC	103.84	N
136945	05/03/2022	THE WALDINGER CORPORATION	2,668.78	N
136946	05/03/2022	THOMPSON DREESSEN & DORNER, INC.	5,201.50	N
136947	05/03/2022	TRACTOR SUPPLY CREDIT PLAN	100.76	N
136948	05/03/2022	TRAFFIX DEVICES, INC.	96.76	N
136949	05/03/2022	TRUCK CENTER COMPANIES	310.13	N
136950	05/03/2022	TURFWERKS	38.75	N
136951	05/03/2022	U.S. CELLULAR	1,891.95	N
136952	05/03/2022	VAL VERDE ANIMAL HOSPITAL INC	332.64	N
136953	05/03/2022	VERIZON CONNECT NWF, INC.	627.75	N
136954	05/03/2022	VERIZON WIRELESS	383.75	N
136955	05/03/2022	WALMART COMMUNITY BRC	1,248.23	N
136956	05/03/2022	WHITE CAP LP	65.95	N
136957	05/03/2022	WOODHOUSE FORD-BLAIR	217.00	N
135	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$1,822,066.51	0

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE BORROWING UP TO \$2,745,000 FROM NEBRASKA DEPT. OF ENVIRONMENT AND ENERGY - EAST LA VISTA SEWER REHABILITATION	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

An ordinance has been prepared authorizing the issuance of a Sewer Revenue Bond Series 2022 in a principal amount not to exceed \$2,745,000 and the related loan agreement.

FISCAL IMPACT

Payment of the loan must begin 3 years from the date the loan is signed or 1 year from the initiation of operation (IOO) date, whichever comes first. Repayment terms include semiannual payments of principal and interest of approximately \$72,200 each June 15th and December 15th until final maturity of the loan in June of 2043.

RECOMMENDATION

Approval

BACKGROUND

The East La Vista Sewer Rehabilitation is eligible for a loan from the State of Nebraska Department of Environment and Energy (NDEE) revolving fund program.

The NDEE has approved the East La Vista Sewer Rehabilitation project consisting of installation of cast-in-place pipe (CIPP) lining for all sewers point repairs for areas with significant pipe damage or offset joints, replacement of sanitary sewer laterals to residences, manhole rehabilitation and other related repairs and improvements which have been designated in the Sewer Rehabilitation Project (NDEE Project No. C318045).

For the purposes of paying the costs of the NDEE Project, it is necessary for the city to issue Sewer Revenue Bond, Series 2022 in the principal amount not to exceed \$2,745,000 issued as a single promissory note to the NDEE and payable from the revenues of the Sewer System.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWER REVENUE BOND, SERIES 2022, OF THE CITY OF LA VISTA, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$2,745,000), IN THE FORM OF A PROMISSORY NOTE ISSUED TO EVIDENCE INDEBTEDNESS TO THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; APPROVING THE FORM OF SAID BOND (ISSUED AS A SINGLE PROMISSORY NOTE) AND RELATED LOAN AGREEMENT; PLEDGING AND HYPOTHECATING THE REVENUES AND EARNINGS OF THE SANITARY SEWER SYSTEM OWNED BY THE CITY FOR THE PAYMENT OF SAID BOND; PROVIDING FOR THE ISSUANCE AND SALE OF SAID BOND; AUTHORIZING THE DELIVERY OF SAID BOND TO THE NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY; DETERMINING THAT INTEREST ON SAID BOND SHALL NOT BE EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SAID BOND AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AS FOLLOWS:

Section 1. The Mayor and Council of the City of La Vista, Nebraska (the "City")

hereby

find and determine as follows:

- A. the City owns and operates a sanitary sewer system, said system as now existing together with all additions and improvements thereto hereafter acquired or constructed are herein referred to as the "Sewer System";
- B. the Sewer System represents a revenue-producing undertaking and facility of the City under the provisions of Sections 18-1803 to 18-1805, R.R.S. Neb, as amended, for which the City is authorized to issue revenue bonds;
- C. the City currently has outstanding no bonds, notes or other indebtedness for which the revenues of the Sewer System have been pledged or made security;
- D. The NDEE has approved a project of the City for its Sewer System consisting of the installation of cast-in-place pipe (CIPP) lining for all sewers, point repairs for areas with significant pipe damage or offset joints, replacement of sanitary sewer laterals to residences, manhole rehabilitation, and other related repairs and improvements, which has been designated as Project No. C318045 (the "NDEE Project"), which project is more fully described in the "Loan Agreement between Nebraska Department of Environment and Energy and City of La Vista, Nebraska, NDEE Project No. C318045" (the "NDEE Agreement"), and has agreed to lend from monies in NDEE's Construction Loan Fund or from other sources in the total principal amount of not to exceed \$2,745,000, and in connection with such loan has agreed to accept one or more bonds payable from the revenues of the Sewer System, and the Mayor and Council do hereby confirm, ratify and approve all prior actions of the City relative to approval and execution of the said NDEE Agreement;
- E. For the purposes of paying the costs of the NDEE Project as set forth in this Section 1, it is necessary and advisable for the City to issue its Sewer Revenue Bond, Series 2022, (the "2022 Bond") in the principal amount of not to exceed \$2,745,000, issued as a single promissory note to the NDEE and payable from the revenues of the Sewer System.

Section 2. Unless the context shall clearly indicate otherwise, the following terms (in addition to any terms herein defined by parentheses) shall have the following meanings when used in this Ordinance:

- (a) the term “Additional Bonds” shall mean any and all bonds including refunding bonds and notes, hereafter authorized and issued by the City pursuant to the terms of this Ordinance which are equal to lien to the Sewer Revenue Bond, Series 2022 and equally and ratably secured therewith including any such bonds issued pursuant to Section 11 of this Ordinance.
- (b) the term “Sewer System” shall mean the Sewer System of the City of La Vista.
- (c) the term “revenues” shall mean all the rates, rentals, fees, charges, earnings and other monies from any source whatever derived by the City of La Vista through its ownership and operation of the Sewer System (including, without limitation, fees and charges for hook ups, taps and capital facilities charges).

Section 3. To provide for the payment of the costs of the Project, there shall be and there is hereby ordered issued the 2022 Bond, in the form of and evidenced by a single promissory note (sometimes referred to in this Ordinance, according to the context, as the “2022 NDEE Note” and sometimes as the “2022 Bond”) in the principal amount of not to exceed Two Million Seven Hundred Forty-five Thousand Dollars (\$2,745,000), with such 2022 NDEE Note to be substantially in such form and to have such payment terms as are set forth as included in the NDEE Agreement attached as Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth. In connection with the issuance of the 2022 NDEE Note, the City shall also enter into an agreement with NDEE previously described herein and entitled Loan Agreement Between Nebraska Department of Environment and Energy and the City of La Vista, Nebraska, NDEE Project No. C318045 in substantially the form set forth in Exhibit A to this Ordinance, which exhibit is by such reference incorporated herein as if fully set forth. The terms and conditions of the 2022 NDEE Note and NDEE Project are hereby approved and the Mayor and the City Clerk are hereby authorized to execute and deliver the 2022 NDEE Note and the 2022 Bond for and on behalf of the City in substantially the form approved but with such changes from the forms presented and attached hereto as such officers shall deem appropriate for and on behalf of the City.

Section 4. The City hereby pledges and hypothecates all revenues and earnings, now or hereafter received, or otherwise due and owing to the City, derived from the ownership and operation of the City’s Sewer System and all extensions and enlargements thereof, including any additions and improvements hereafter made, for the payment of

principal of and interest on the 2022 Bond and any Additional Bonds as the same fall due. So long as said revenues and earnings are sufficient to make all required payments of principal and interest with respect to the 2022 Bond and any Additional Bonds, all such required payments with respect to each such issue shall be made in full from the respective sub-accounts in the Sewer Revenue Bond Account for each such series. In the event that such revenues and earnings are insufficient to meet the required payments from the Sewer Revenue Bond Account, such revenues and earnings shall be allocated to the 2022 Bond and any such Additional Bonds, pro rata in accordance with the respective unpaid principal amounts then outstanding for the 2022 Bond and such Additional Bonds. The pledge and hypothecation provided for the 2022 Bond, as provided for in this Ordinance, is intended to be and shall provide for a first and prior pledge of, lien upon and security interest in the revenues of the Sewer System (subject to the right of the City to issue Additional Bonds as provided in this Ordinance) for the payment of principal of and interest on the 2022 Bond, superior to any pledge or promise made with respect to any other indebtedness of the City as to its Sewer System, and is intended to be a full exercise of the powers of the City provided for in Sections 18-1803 to 18-1805, R.R.S. Neb. 2012, as amended, with respect to its Sewer System.

Section 5. The City will maintain and collect rates and charges for all Sewer System service furnished from the Sewer System adequate to produce revenue and earnings sufficient at all times:

- (a) to provide for the payment of interest on and principal of the 2022 Bond and any Additional Bonds as such interest and principal become due; and
- (b) to pay all reasonable costs of operation and maintenance of the Sewer System, including adequate insurance as provided by this Ordinance and to pay for the necessary and reasonable repairs, replacements and extensions of said Sewer System.

Section 6. The application and handling of all revenues collected, derived and to be derived by the City from the operation of the Sewer System shall be governed by the terms of this Ordinance. There has been, and shall be, established a separate fund held by the City Treasurer, designated as the "La Vista Sewer Fund" (herein referred to as the "Sewer Fund"), into which all of the revenues of the Sewer System are required to be deposited as and when received. Said Sewer System revenues are required to be deposited as and when reviewed. Said Sewer Fund shall be maintained so long as any of the 2022 Bond and any Additional Bonds remain outstanding. Within the Sewer Fund, in

accordance with the requirements of this Ordinance, the accounts and sub-accounts shall be as follows:

I. OPERATION AND MAINTENANCE ACCOUNT: The City shall set aside in this account each month an amount sufficient for the operation and maintenance of its Sewer System and the expenses of maintenance and operation of said utilities shall be paid out of this account.

II. SEWER REVENUE BOND ACCOUNT: Within the Sewer Revenue Bond Account there is hereby ordered established the 2022 Bond Payment Sub-account. Out of the Sewer Fund the City shall transfer into the Sewer Revenue Bond Account on or before the first day of each calendar month (or such other dates as may be determined in the NDEE Agreement) the amounts required to be deposited to the 2022 Bond Payment Sub-account in accordance with the following requirements for such sub-account:

Out of the Sewer Fund, the City shall pay into the Sewer Revenue Bond Account on or before the first day of each calendar month (or such other day of the month as may be determined in the NDEE Agreement) an amount sufficient to meet the payment requirements for each sub-account established therein. Upon the issuance of the 2022 Bond there is hereby ordered established the 2022 Bond Sub-account for purposes of providing the payments on the 2022 Bond as the same falls due. Beginning with the first day of the month which immediately follows the "Initiation of Operation" (as defined in the NDEE Agreement, hereafter referred to as the "Initiation of Operation") of the Project, and continuing on the corresponding day of each month thereafter an amount which, when combined with additional equal monthly amounts to be deposited pursuant to this subparagraph prior to the next falling payment date for the 2022 Bond, will be sufficient to provide the required funds due on such payment date with respect to the 2022 Bond.

In any ordinance authorizing Additional Bonds a separate sub-account in the Sewer Revenue Bond Account shall be established for such Additional Bonds. Credits to the sub-accounts in the Sewer Revenue Bond Account shall be made at such times and in such amounts to provide sufficient funds in each sub-accounts within the Sewer Revenue Bond Account shall be made without preference or priority as between sub-accounts and if amounts available are insufficient to make all credits as required the available funds shall be allocated among the sub-accounts for the 2022 Bond, and the various issues of Additional Bonds pro rata in accordance with the respective unpaid principal amounts then outstanding for each issue. Each sub-account in the Sewer Revenue Bond Account shall constitute a separate account held in trust by the City Treasurer for the separate benefit of the issue of bonds for which it is established.

All such deposits to the Bond Payment Sub-accounts for shall be made in such amounts and at such times that there will be sufficient sums in each such sub-account to meet the payments required to be made by the City with respect to and the 2022 Bond as the same fall due. All such deposits are required to be made without preference or priority as between each such sub-account and any similar sub-account established for the 2022 Bond or any issue of Additional Bonds and if amounts available are insufficient to make all deposits as required, the available funds shall be allocated on a pro rata basis in accordance with the terms of Section 4 of this Ordinance. In the event of the issuance of any Additional Bonds, the City shall in the ordinance authorizing their issuance provide for a related sub-account in the Sewer Revenue Bond Account and for deposits into such sub-account sufficient to make payments upon such Additional Bonds as the same fall due. Such sub-account and the deposits required to be made thereto shall have equal rank and standing with the Bond Payment Sub-accounts established for the 2022 Bond Payment Sub-account and the payments required to be made to each thereof. Each sub-account in

the Sewer Revenue Bond Account shall constitute a separate fund held in trust by the City for the separate special benefit of the issue or series of bonds for which it is established.

III. SURPLUS ACCOUNT: After providing for the Operation and Maintenance Account and after making the payments as hereinabove required to be made into the Sewer Revenue Bond Account, all remaining funds in the Sewer Fund shall be deposited into the Surplus Account to be used as follows:

- 1) To fill any deficiency in the foregoing accounts.
- 2) For the purpose of calling under their option provisions the 2022 Bond or for purchasing on the open market Additional Bonds.
- 3) For improvements, replacements, extensions and enlargements to the Sewer System.
- 4) For any other legal municipal purpose provided that money expended for other municipal purposes does not exceed 50% of the amount on hand in the Surplus account as of the time of such expenditure.

Any ordinance authorizing Additional Bonds may provide for the creation of additional accounts and sub-accounts in the Surplus Account or other accounts as may be established for such other purposes as the Mayor and Council shall deem appropriate. In the event that there is a deficiency in any of the accounts described in the foregoing subsections I and II, all moneys in the Surplus Account shall be applied for the purpose described in (1) above prior to any application to the purposes described in (2), (3) or (4) above.

Moneys on deposit in the Sewer Fund shall be invested in such obligations as are permitted by law for cities of the class to which the City belongs, maturing at such times not later than ten years from the date of such investment and in such amounts as shall be determined by the City. Earnings from the investment of such moneys shall not be credited to the particular fund, account or sub-account from which the investment was made but shall be treated as earnings of the Sewer System and shall be treated as any other revenues of such Sewer. All investments held for the credit of any Fund or Account or sub-account may be sold when required to make the payment to be made from such Fund or Account or sub-account. Any moneys credited to the Sewer Fund or any Account or sub-account therein which are not invested shall be secured in the manner provided by law for the security of funds of cities of the class to which the City of La Vista belongs.

It is understood that the revenues of the Sewer System are to be credited to the various accounts and sub-accounts hereinabove described and as set out in this Ordinance, and if within any period the revenues are insufficient to credit the required amounts in any of the said accounts or sub-accounts, the deficiencies shall be made up the following period or periods after payment into all accounts enjoying a prior claim on the revenues have been made in full.

Section 7. The City of La Vista shall keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Sewer System and the holder or holders of the 2022 Bond and any Additional Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect said Sewer and all properties comprising the same.

Section 8. The City Treasurer and the City Clerk shall be bonded, in addition to their official bond, by an insurance company licensed to do business in Nebraska, in amounts sufficient to cover at all times all the revenues and earnings of the Sewer System placed in their hands. Any other person employed by the City in the collection or handling of monies derived from the operation of the Sewer System shall also be bonded in an amount sufficient to cover all monies which may at any time be placed in such person's hands. The amount of such bonds shall be fixed by the Council and the cost thereof shall be paid from the earnings of said Sewer System, and they shall secure the faithful accounting of all monies.

Section 9. The City will maintain the Sewer System in good condition and operate the same in an efficient manner and at a reasonable cost. The City agrees with the holder or holders from time to time of the 2022 Bond that the City will continue to own, free from all liens and encumbrances, except the liens and pledges provided for in this Ordinance and will adequately maintain and efficiently operate said Sewer; provided, however, the City may dispose of property which is recommended for disposal by the manager or superintendent of the utilities, or an independent Consulting Engineer and which is determined as a matter of record by the Council to have become obsolete, non-productive or otherwise unusable to the advantage of the City.

Section 10. Nothing in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of La Vista of Additional Bonds payable from the revenues of the Sewer System, which Additional Bonds shall be on a parity with the lien of the 2022 Bond and equally and ratably secured therewith and entitled to the security and benefits of this Ordinance; provided that the issuance of such Additional Bonds is permitted pursuant to the terms of this ordinance, the NDEE Agreement and any ordinance authorizing Additional Bonds then outstanding.

Section 11. Nothing herein contained shall prevent the City from issuing bonds, revenue notes, or other forms of indebtedness, the payment of principal and interest of which is a charge upon all or a portion of the revenues of the Sewer System, junior or

inferior to the 2022 Bond herein authorized, and to the payments to be made into the Operation and Maintenance Account, Sewer Revenue Bond Account described in Section 6 hereof and the City shall have the right to pay interest thereon and the principal thereof as long as no deficiency exists in the payments into such Accounts, from funds available for improvements and enlargements to the Sewer System or from other funds which are available for such debt service.

Section 12. The City will not hereafter grant any franchise or right to any person, firm or corporation to own or operate a water or sewer plant or system in competition with those owned by the City.

Section 13. Except for amendments which are required for the correction of language to cure any ambiguity or defective or inconsistent provisions, omission or mistake or manifest error contained herein, no changes additions or alterations of any kind shall be made by the City in the provisions of this Ordinance in any manner; provided, however, that from time to time the holder of the 2022 Bond by an instrument in writing signed by such holder and filed with the City Clerk shall have power to assent to and authorize any modification of the rights and obligations of the City and of the holder of the 2022 Bond and interest thereon and the provisions of this Ordinance that shall be proposed by the City, and any action authorized to be taken with the assent and authority given as aforesaid of the holder of said bond shall be binding upon such holder and upon the City as fully as though such action were specifically and expressly authorized by the terms of this Ordinance. Any modification of the provisions of this Ordinance made as aforesaid shall be set forth in a supplemental ordinance to be adopted by the Mayor and Council of said City.

Section 14. So long as the 2022 Bond is outstanding, each of the obligations, duties, limitations and restraints imposed upon the City by this Ordinance shall be deemed to be a covenant between the City and the holder of said bond, and this Ordinance and every provision and covenant hereof shall constitute a contract of the City with every holder from time to time of said bond. Any holder of the 2022 Bond may by mandamus or other appropriate action or proceeding at law or in equity in any court of competent jurisdiction enforce and compel performance of this Ordinance and every provision and covenant thereof including, without limiting the generality of the foregoing, the

enforcement of the performance of all duties required by the City by this Ordinance and the applicable laws of the State of Nebraska, including in such duties the making and collecting of sufficient rates, rentals, fees or charges for the use and service of the Sewer System, the segregation of the revenues of the Sewer System and the application thereof to the respective Fund, Accounts and sub-accounts referred to and described in Section 6 of this Ordinance. Any holder of the 2022 Bond herein authorized or Additional Bonds shall, after default in payment, have the right to request the appointment of a receiver for the Sewer System.

Section 15. The City's obligations under this Ordinance and the liens, pledges, covenants and agreements of the City herein made or provided for with respect to the 2022 Bond, shall be fully discharged and satisfied and such bond shall no longer be deemed outstanding hereunder if such bond shall have been purchased and cancelled by the City or when payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust solely for such payment, (i) sufficient money to make such payment and/or (ii) direct general obligations of the United States government or obligations guaranteed by the United States government ("Deposit Securities") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that, with respect to the 2022 Bond if it is to be paid prior to maturity, the City shall have duly given notice of redemption of such bond as provided by law or made irrevocable provisions for the giving of such notice. Any such money so deposited with a bank or trust company may be invested and reinvested in Deposit Securities and all interest and income from such Deposit Securities in the hands of such bank or trust company, in excess of the amount required to pay principal of and interest on the bond for which such monies were deposited, shall be paid over to the City as and when collected. With respect to any deposit made for purposes of satisfying the 2022 Bond under this Section 17, there shall be furnished to NDEE and the Nebraska Investment Finance Authority ("NIFA") an opinion of

nationally recognized bond counsel that such deposit for payment of the 2022 Bond will not adversely affect the exclusion for interest from gross income for federal tax purposes on any bonds issued by NIFA to provide funds for deposit into the Nebraska Wastewater Facilities Construction Loan Fund and the furnishing of such opinion shall be a condition required to be satisfied prior to the making of any such deposit in trust for payment and satisfaction with respect to the 2022 Bond unless the 2022 Bond is to be prepaid and redeemed within 60 days from the time of such deposit.

Section 16. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 17. The Mayor and Council hereby expressly declare the intent and understanding that interest on the 2022 Bond shall not be excludable from gross income under the terms of Section 103 of the Internal Revenue Code of 1986, as amended, and the City as issuer shall not file any information report with respect to the issuance of the 2022 Bond pursuant to Section 149(e) of said Code.

Section 18. All ordinances, resolutions or orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 19. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this 5th day of April, 2022.

Mayor

ATTEST:

City Clerk

[SEAL]

Exhibit "A"

Loan Agreement

**LOAN AGREEMENT
(Governmental Borrower)**

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

and

CITY OF LA VISTA, NEBRASKA

NDEE PROJECT NO. C318045

DATED AS OF _____

LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY
AND
THE CITY OF LA VISTA, NEBRASKA
PROJECT NO. C318045

This LOAN AGREEMENT with SRF Number C318045 (hereinafter "Loan Agreement") is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environment and Energy (hereinafter "NDEE") and the City of La Vista, Nebraska (hereinafter "Borrower").

WITNESSETH THAT

WHEREAS, the Federal Water Pollution Control Act, and all amendments thereto (hereinafter "Federal Act"), including the Water Quality Act of 1987, established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the United States (US) Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under Catalog of Federal Domestic Assistance (CFDA) #66.458 for Clean Water State Revolving Funds, on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS Nebraska Revised State Statute (Neb. Rev. Stat.) §81-15,153 empowers the NDEE to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to borrowers pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of the NDEE is given the responsibility for administration and management of the Fund; and

WHEREAS, pursuant to such authorization, the Nebraska Investment Finance Authority (hereinafter "NIFA") may, from time to time, issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for the NDEE to loan to borrowers and to satisfy the state match requirements of the Federal Act; and

WHEREAS, the NDEE may, from time to time, enter into a pledge agreement with the NIFA (hereinafter "Pledge Agreement"), pursuant to which the NDEE will pledge the interest portion of loan repayments (as defined herein) and certain other revenues to the NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds, which may be issued by the NIFA from time to time; and

WHEREAS, the City of La Vista, Nebraska, is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(10); and

WHEREAS the project to be financed under this Loan Agreement, as described in Exhibit 1 (hereinafter "Project") of this Loan Agreement, is an eligible project under the Act; and

WHEREAS the Project Costs (as defined herein) are based upon estimates of the Borrower and at times during or at completion of construction, the loan amount may be adjusted by the NDEE pursuant to Section 2.01 of this Loan Agreement; and

WHEREAS the Borrower is listed in the NDEE Intended Use Plan.

WHEREAS, the NDEE has approved the Borrower's application for a Loan from federal funds and the state match requirement if and when received by and made available to the NDEE pursuant to the Federal Act and the Act to finance Project Costs.

NOW, THEREFORE, for and in consideration of the award of the Loan Agreement by the NDEE, the Borrower agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants, and procedures set forth in this Loan Agreement.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement will, unless the context clearly requires otherwise, have the following meanings:

- (a) "Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.
- (b) "Additional Revenue Obligation" means any obligation for the payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, including any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.
- (c) "Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document relating to this Loan Agreement.
- (d) "Borrower" means the City of La Vista, Nebraska that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assignees.
- (e) "Clean Water State Revolving Fund" or "CWSRF" means the Nebraska Clean Water State Revolving Fund Program established pursuant to the Act and Regulations.
- (f) "Cut-off Date" means the date established by the NDEE, prior to which, the Borrower will make the final disbursement request for eligible Project Costs.
- (g) "Disadvantaged business enterprise" or "DBE" means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.
- (h) "Drinking Water System" means the structures, equipment, and processes to obtain source water, treat the source water, store water, distribute drinking water fit for human consumption, and dispose of any byproducts from the processes.
- (i) "Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.06.
- (j) "Event of Default" means any occurrence or event specified in Article V of this Loan Agreement.
- (k) "Existing Revenue Obligation" means any obligation for a payment of money undertaken by the Borrower which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Borrower, including

any capital lease entered into by the Borrower the rentals of which are payable from, or secured by a pledge of or lien upon, System Revenues.

- (l) "Federal Act" means the Federal Water Pollution Control Act, et seq. as amended.
- (m) "Fund" means the Wastewater Treatment Facilities Construction Loan Fund established pursuant to the Act.
- (n) "GAAP" means generally accepted accounting principles as applicable to the Public Water System.
- (o) "Indebtedness" means any financial obligation of the Borrower for the repayment of borrowed moneys or credit extended, including, without duplication, this Loan, Revenue Obligations, general obligation bonds or notes, leases or lease-purchase agreements, or similar financial transactions.
- (p) "Initiation of Operation" means the date on which the Borrower places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.
- (q) "Intended Use Plan" means a document prepared annually by the NDEE which identifies the intended use of all State Revolving Fund program funds.
- (r) "Late Payment" means any payment that is not received within fifteen days of the due date as established by this Loan Agreement.
- (s) "Loan" means the loan made by the NDEE to the Borrower to finance or refinance all or a portion of the Project Costs pursuant to this Loan Agreement.
- (t) "Loan Agreement" means this Loan Agreement, including the Attachments hereto, as it may be properly supplemented, modified or amended.
- (u) "Loan Amount" means the principal amount specified in Section 2.01 of this Loan Agreement and as amended which the NDEE has agreed to disburse to the Borrower subject to the terms, provisions, and conditions of this Loan Agreement and the availability of State and Federal Funds.
- (v) "Loan Repayments" means the payments of the Loan required to be made by the Borrower pursuant to Section 2.06 of this Loan Agreement.
- (w) "Loan Terms" means the terms as established by this Loan Agreement.
- (x) "NDEE" means the Nebraska Department of Environment and Energy established pursuant to Neb. Rev. Stat. §81-1501 et. seq, as amended.
- (y) "NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et seq., as amended.
- (z) "Note" means a promissory note of the Borrower with respect to the Loan in the form of Attachment F to this Loan Agreement.
- (aa) "Project" means an eligible item for funding under the Act and is as described in Exhibit 1 of this Loan Agreement.
- (bb) "Project Costs" means eligible costs or expenses necessary or incidental to the Project, which are directly attributable thereto and which in the determination of the NDEE are eligible under the Federal Act, and the Act, and Regulations. Estimated Project Costs are described in Attachment B.

- (cc) "Regulations" means the Nebraska Administrative Code, Title 131, Rules and Regulations for the Wastewater Treatment Facilities and Drinking Water Construction Assistance Programs, and any amendments thereto promulgated by the NDEE pursuant to the Act.
- (dd) "Retainage" means construction costs held back by the Borrower from the payments due to the contractor to assure satisfactory completion of the construction agreement.
- (ee) "Revenue Obligation" means, without duplication, (i) the Loan; (ii) any Existing Revenue Obligation; and (iii) any Additional Revenue Obligation.
- (ff) "Sanitary Sewer Collection System" means the structures, equipment, and processes required to collect and transport sanitary sewer wastewater to the wastewater treatment facility.
- (gg) "SEC Rule" means Rule 15c2 12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.
- (hh) "State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through the NDEE and its successors and assignees.
- (ii) "Subsidies" means Loan Forgiveness Grant and Small Town Grant funds as established by Section 2.01(a) of this Agreement that are provided as grant concurrently with the loan amount to the Borrower.
- (jj) "System Revenues" means all revenues derived by the Borrower from the User Charge System.
- (kk) "Trustee" means the trustee under any trust indenture with respect to revenue bonds the proceeds of which are deposited in the Fund.
- (ll) "User Charge System" means the methodology used to assess user charge fee(s) for the users of a utility or utilities within the Borrower's jurisdiction. This includes the fees and charges for the use and services furnished by or through Wastewater Treatment Facility and Sanitary Sewer Collection System, or if applicable, a Combined Utilities System to the Borrower and as defined herein of this Loan Agreement. Revenues shall include, without limitation:
 - (1) Receipts from all charges imposed upon users for service(s) provided.
 - (2) Receipts from hookup fees, tap fees, capital facilities charges connected with the use or right to use the Wastewater Treatment Facility and Sanitary Sewer Collection System, or, if applicable, right to use the Combined Utilities System, for any part thereof (specifically including the Project) whether any such receipts (as described herein of the definition of User Charge System of this Loan Agreement) are directly received by the Borrower from customers or indirectly through interlocal or other agreements with other political subdivisions.
- (mm) "Wastewater Treatment Facility" or "Wastewater Treatment Works" means the structures, equipment, and processes required to treat domestic or industrial wastes and to discharge or dispose of the effluent and sludges.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions, and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, the NDEE will loan amount not to exceed two million, seven hundred forty-five thousand dollars (\$2,745,000) to the Borrower to pay a portion of the Project Costs described in Attachment B hereto.

The final actual amount of the Loan may be reduced without revision of any other terms, provisions, or conditions of this Loan Agreement, other than adjustment by the NDEE to the final repayment schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments.

The Borrower must make provisions for the payment of all costs of the Project exceeding the Loan Amount. The NDEE may provide supplemental loan funds through a separate Loan Agreement. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of the NDEE with such revised or additional terms, conditions, and covenants as the NDEE may require.

Section 2.02. Term of the Loan. The Borrower agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first, and to repay such Loan in full no later than twenty (20) years from Initiation of Operation and to pay all principal, interest, administrative fees, and penalty fees when due. The Borrower shall provide the NDEE no less than 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The interest rate on this Loan is 0.5% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be pursuant to Section 2.06 of this Loan Agreement.

Section 2.04. Administrative Fee. The administrative rate on this Loan is determined by the NDEE pursuant to Regulations and the Intended Use Plan and is applied to outstanding principal. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, an annual administrative fee of 0.5% per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid pursuant to Section 2.06 of this Loan Agreement.

Section 2.05. Disbursement of Loan. Upon receipt of a disbursement request for work completed accompanied by any certification from the Borrower required by the NDEE, the NDEE shall make progress disbursements as established by Section 2.01 of this Loan Agreement that correspond to such request of the Loan Amount to be used by the Borrower for Project Costs. The Borrower may obtain a copy of the disbursement record upon request to the NDEE. Each disbursement shall be Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Borrower.

Submitted requests for disbursement must be supported by the following: (i) proper invoices for Project Costs; (ii) a certificate of the Authorized Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan Agreement; and (iii) other documentation acceptable to and approved by the NDEE.

The Borrower may request disbursement of the Loan Amount for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. However, actual payment of

such Project Costs by the Borrower is not required as a condition of a disbursement request. Any Retainage withheld by the Borrower corresponding to the progress payment made to any contractor will be withheld by the NDEE until such Retainage is either reduced or released to the contractor by the Borrower.

Additional requirements for disbursement include:

- (a) Operation and Maintenance Manual. The Borrower shall submit a draft of the operation and maintenance manual for the Project to the NDEE before disbursements exceed 75% of the Project Costs. The Borrower shall submit a final operation and maintenance manual to the NDEE and receive approval before disbursements exceed 95% of the Project Costs or final disbursement, whichever occurs first.
- (b) Fiscal Sustainability Plan. In accordance with the Regulations, a recipient of a CWSRF loan for a project that involves the repair, replacement, or expansion of a Wastewater Treatment Works must develop and implement a Fiscal Sustainability Plan (FSP) that includes, at minimum:
 - (1) An inventory of critical assets that are part of the Wastewater Treatment Works.
 - (2) An evaluation of the condition and performance of inventoried assets or asset groupings.
 - (3) A certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
 - (4) A plan for maintaining, repairing, and, as necessary, replacing the Wastewater Treatment Works assets and a plan for funding such activities.

The Borrower agrees to develop, implement, and provide certification to the NDEE that their FSP meets these requirements before disbursements exceed 95% of the Project Costs or before final disbursement, whichever occurs first.

- (c) Cost and Effectiveness Analysis. The Borrower agrees that a cost and effectiveness analysis has been conducted in accordance with the Regulations and Section 2.10(r) of this Loan Agreement and agrees to provide certification of a cost and effectiveness analysis being completed to the NDEE before disbursement of construction costs for the Project.

Section 2.06. Loan Payments.

- (a) **Principal and Interest Payments**. The Borrower shall pay to the NDEE, or at the direction of the NDEE, to the NIFA or the Trustee, on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEE has been paid in full. Installments of principal, interest, and administrative fees shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A; provided that, following the receipt of the Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the parameters described in the projected Attachment A. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The NDEE will send the Borrower an invoice 30 days prior to the due date of each payment. When a Loan disbursement occurs after invoices are mailed, the NDEE will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan.

- (1) If the Borrower is receiving Loan Forgiveness or Small Town Grant, the Borrower may not prepay the Loan in whole or in part within ten (10) years of the date of this Loan Agreement. After the ten years, the Borrower may prepay the Loan together with any accrued interest in whole or in part without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
- (2) If the Borrower is not receiving Loan Forgiveness or Small Town Grant, the Borrower may prepay the Loan together with any accrued interest in whole or in part at any time without penalty upon giving no less than 60 days written notice to the NDEE of its intent to prepay.
- (3) Once the Borrower is able to prepay the loan, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan, or fifty thousand dollars (\$50,000). The NDEE shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan and such revised Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

(c) Mandatory Prepayment of Loan. If the Borrower receives a grant from any source for any portion of the Project Costs for which a portion of the Loan Amount has been disbursed and is outstanding under this Loan Agreement, the Borrower must notify the NDEE immediately and such portion of the Loan Amount shall become immediately due and payable.

(d) Delinquent Payment Penalty and Penalty Interest. Payments may be considered delinquent by the NDEE if not received within 15 days of the due date and for any such delinquent payment, the Borrower agrees to pay a 5% administrative penalty of said delinquent payment. In addition, the Borrower agrees to pay penalty interest on any such delinquent payment at the rate of 1% per month of the amount of such delinquent payment from and after the due date until it is paid. Failure to pay any payment or other charges due within sixty days of the date due will result in the Borrower's account to be considered a delinquent account, subject to State of Nebraska action pursuant to the provision of Article V of this Loan Agreement.

Section 2.07. Project Schedule. The Borrower agrees to perform steps of the Project in accordance with the following projected schedule of milestone dates:

- (a) Construction Start – April 2022
- (b) Substantial Completion of Construction – May 2023
- (c) Estimated Initiation of Operation – May 2023

Section 2.08. Disadvantaged Business Enterprises. The Borrower hereby agrees to the following.

- (a) To comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, part 33, and, to the fullest reasonable extent possible, ensure that at least ten percent will be made available to Disadvantage Business Enterprises for the Project.
- (b) To make the following good faith efforts whenever procuring construction, equipment, services, and supplies:
 - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing DBEs on a solicitation list and soliciting them whenever they are potential sources.

- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department Commerce; and
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

Section 2.09. Borrower's Sewer Use Ordinances and User Charge Systems.

- (a) The Borrower agrees to obtain approval from the NDEE of its Sewer User Ordinance and its User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation.
- (b) The Borrower agrees that it shall not modify, amend, make additions to, or deletions from its Sewer Use Ordinance and its User Charge System without the consent of the NDEE during the term of the Loan Agreement, with the exceptions of the following changes:
 - (1) Any increase in rates and charges necessary or deemed necessary by the governing body of the Borrower in order to comply with the provisions of this Loan Agreement, the Sewer Use Ordinance, or any ordinance and other agreement pursuant to which any Revenue Obligations have been issued, and for which the revenues of the User Charge Systems have been pledged; or
 - (2) Any increase deemed necessary by the governing body of the Borrower in order to permit the issuance of or provide the payment of Additional Revenue Obligations.

Section 2.10. Other Conditions and Terms.

- (a) Engineering Services. The Borrower shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.
- (b) Construction Agreement Award. The Borrower shall obtain the NDEE concurrence and authorization prior to award of the construction agreement.
- (c) Initiation of Operation. The Borrower shall provide written notification to the NDEE of the date of Initiation of Operation of the Project.
- (d) Construction Completion. The Borrower shall provide written notification to the NDEE of the construction completion date of the Project.
- (e) Long Term Planning. The Borrower agrees to develop and implement a long-term Wastewater Treatment Works management plan for the term of the Loan, including yearly renewals. This plan shall recognize the cost relationship between the Project and future projects.

- (f) Contractor's Security. The Borrower agrees to require any contractor of the Project to post separate performance and payment bonds, or other security approved by the NDEE in the amount of the bid.
- (g) Certified Operator. The Borrower agrees to provide a certified operator for its Wastewater Treatment Works pursuant to Nebraska Administrative Code, Title 197 - Rules and Regulations for the Certification of Wastewater Treatment Facility Operators in Nebraska.
- (h) Site Title and Easements. The Borrower must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction agreement (i.e., all real property has been acquired, bona fide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- (i) Contractors Payments. The Borrower agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction agreement.
- (j) Bid Solicitation. The Borrower agrees to notify the NDEE of its intent to solicit bids for the project and to request the latest State Revolving Fund Federal Assurance Packet from the NDEE. The Borrower agrees to follow the directions in the packet and to include and insert all the required information, text, documents, and other items into the bid solicitation in accordance with the packet.
- (k) Debarment or Suspension. The Borrower acknowledges that doing business with any party that has been declared ineligible to receive federal contracts may result in an event of default, disallowance of federal funds under this Loan Agreement, and may also result in suspension or debarment under 40 CFR Part 32. Instructions for finding the federal list of current companies declared ineligible can be found at the following website: <https://www.dol.gov/agencies/ofccp/debarred-list>.
- (l) Other Federal Requirements. The Borrower agrees to comply with other applicable Federal Requirements in Attachment D hereto.
- (m) Project Sign. If requested by the NDEE, the Borrower agrees to display a project sign created by the NDEE. The displaying of a project sign may include both physical displays and digital displays. This can include, but not be limited to, a physical board provided by the NDEE to be displayed at a designated site, digital graphic to be posted on a Borrower's website, or image and text to be posted in a newsletter, community notice, or newspaper. The NDEE will provide instructions for displaying the Project Sign.
- (n) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of Legislative Bill 403, approved by the Governor on April 8, 2009. The following language is required and will be included in all agreements made with contractors and is a pass-through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE)

Program; and 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.”

- (o) Prevailing Wage. All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of Title 40, United States Code.

The Borrower is responsible to ensure compliance with the prevailing wage requirements and will include the following information in the agreement documents:

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates shall be included in the specifications. In addition, labor standard provisions, Davis Bacon and Related Acts, for federally assisted agreements shall be placed in the federal assurances of project specifications.

If an area wide decision or classification does not exist for the type of work to be performed, building or heavy, a decision or request for authorization of additional classification and rate must be requested from the Labor Department using the Standard Form 1444, Request for Authorization of Additional Classification and Rate available on the web and can be completed online at:

www.gsa.gov/portal/forms/download/115906. These types of decisions or classifications are project specific, e.g. they are applicable only to the project for which they are requested and may not be used on any other project. Project decisions generally have an expiration date of 180 days after the date of issuance. Modifications or reissued decisions are applicable to a project if received by the NDEE not less than ten days prior to bid opening. Modifications to classification and wage rates after bid opening shall be paid to all workers performing work in the new or modified classification from the first day on which work is performed in the additional classification as approved by the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor.

Weekly Payrolls will be submitted by the contractor to the Borrower or the Authorized Representative utilizing the Department of Labor Form WH-347. A web-form which can be completed on-line is found at <https://www.dol.gov/agencies/whd/forms/wh347>. Instructions are also found online. The Borrower may also be required to submit copies of the Weekly Payrolls to the NDEE. As to each payroll copy received, the Borrower shall provide written confirmation on a form supplied by the NDEE indicating whether or not the Project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The Borrower or the Borrower's representative shall periodically interview a sufficient number of the contractor's or subcontractor's employees entitled to Davis Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates.

As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 form are available at <https://www.gsa.gov/forms-library/labor-standards-interview-0>. It is recommended that the Borrower or the Borrower's Representative should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. EPA has issued a waiver from the two-week interview interval requirements by a November 16, 2012, EPA Memorandum, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants. The provision for two-week interview intervals is not a regulatory or statutory requirement and has been superseded by the class deviation. The Borrower or Borrower's

representative should conduct such interviews if and when the Borrower or the Borrower's representative finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

- (p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Borrower, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

- (q) American Iron and Steel (AIS) Products. Use of Loan funds for partial or full payment of the construction, alteration, maintenance, and repair of "Wastewater Treatment Works", as defined by the Federal Act, must be constructed pursuant to Public Law 113-76, Consolidated Appropriations Act of 2014, which includes an "American Iron and Steel" requirement. The Borrower agrees to be responsible for and to comply with all American Iron and Steel conditions and requirements pursuant to the Consolidated Appropriations Act of 2014 and agrees to provide written certification of such compliance to the NDEE after construction completion.

- (r) Cost Effectiveness Analysis. The Borrower agrees to certify that they have:

- (1) Studied and evaluated the cost and effectiveness of the processes, materials, technique, and technologies for carrying out the proposed project or activity for which assistance is sought under the Water Resources Reform and Development Act of 2014; and
- (2) Selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account:
 - (i) The cost of constructing the project or activity; and
 - (ii) The cost of operating and maintaining the project or activity over the life of the project or activity; and
 - (iii) The cost of replacing the project or activity.

ARTICLE III

LOAN CONDITIONS AND TERMS

Section 3.01. Representations of the Borrower. The Borrower represents as follows:

- (a) Organization and Authority.

- (1) The Borrower is a village, town, city, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.
- (2) The Borrower has full legal right and authority and has all necessary licenses and permits required as of the date hereof (or is in the process of obtaining all necessary licenses and permits that will be required, but are not required to be in place as of the date hereof) to own, operate and maintain its Wastewater Treatment Works, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

- (3) The proceedings of the Borrower's governing body conducted to approve this Loan Agreement and authorizing its execution, issuance, and delivery on behalf of the Borrower, and authorizing the Borrower to undertake and complete the Project have been duly and lawfully convened and conducted and the resolution of the Borrower's governing body approving such matters has been duly and lawfully adopted.
- (4) This Loan Agreement has been duly authorized, executed, and delivered on behalf of the Borrower, and constitutes the legal, valid, and binding obligation of the Borrower enforceable in accordance with its terms.
- (b) Full Disclosure. To the best knowledge of the Borrower, there is no fact that the Borrower has not disclosed to the NDEE in writing on the Borrower's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Wastewater Treatment Works, or the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.
- (c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending, or to the best knowledge of the Borrower, threatened questioning, disputing or affecting in any way the: (i) legal organization of the Borrower or its boundaries; (ii) the right or title of any of its officers to their respective offices; (iii) the legality of any official act taken in connection with obtaining the Loan; (iv) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (v) any of the proceedings had in relation to the authorization or execution or the pledging of the revenues stated in Section 2.09 and Section 3.02 of this Loan Agreement; or (vi) the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.
- (d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, and the performance by the Borrower of its duties, covenants, obligations, and agreements thereunder will not result in any breach of any existing law or agreement to which the Borrower is a party.
- (e) No Defaults. No event has occurred, and no condition exists that would constitute an Event of Default. The Borrower is not in violation of any agreement which would materially adversely affect the ability of the Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
- (f) Governmental Consent. The Borrower has obtained all permits and approvals required to date under this Loan Agreement (or is in the process of obtaining all permits and approvals that will be required but are not required to be in place as of the date hereof) for the undertaking or completion of the Project and the financing or refinancing thereof. The Borrower has complied with, or expects to comply with, all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Agreement or with the undertaking or completion of the Project and the financing or refinancing thereof.
- (g) Compliance with the Law. The Borrower:
- (1) Is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Borrower to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

- (2) Has obtained, or expects to obtain, all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Borrower to complete the Project.
- (h) Use of Loan Proceeds. The Borrower will apply the proceeds of the Loan as described in Article II of this Loan Agreement:
 - (1) To finance or refinance a portion of the Project Costs; and
 - (2) Where applicable, to reimburse the Borrower for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by the NDEE and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which the NDEE is authorized to make loans to the Borrower pursuant to the Act and the Regulations.
- (i) Project Costs. The Borrower certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of the NDEE, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Borrower.

- (a) Dedicated Source of Revenue for Repayment of the Loan. The Borrower hereby pledges to the NDEE, and grants a lien to the NDEE on, the User Charge System as the dedicated source of revenue for the repayment of the Loan. The Borrower shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Borrower's Wastewater Treatment Facility, and Sanitary Sewer Collection System, including all improvements and additions hereafter constructed or acquired by the Borrower, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Wastewater Treatment Works, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Agreement. The lien of NDEE on the revenues of the Borrower's Wastewater Treatment Facility and Sanitary Sewer Collection System, shall be on a parity with the lien on such revenue of the Borrower's outstanding Wastewater Treatment Facility revenue bonds and Sanitary Sewer Revenue Bonds now outstanding, if any, and any additional revenue bonds hereafter issued on parity with such outstanding revenue bonds. The Borrower hereby expressly reserves the right to issue Revenue Obligations on parity with the lien described in this Loan Agreement and the other outstanding Revenue Obligations, provided the Borrower complies with the covenants contained in this Subsection 3.02(a). These revenues shall be collected and maintained in separate accounts or ledgers for the operation and maintenance costs and for principal and interest payments on the Loan. The funds in such accounts or ledgers shall be restricted for their intended use, and the Loan obligation shall be reported on the financial statements of the Borrower. The Borrower agrees to develop a User Charge System based on actual or estimated use of the Wastewater Treatment Works, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Borrower's service area, based on each user's demand or potential demand for service and to conduct at least a biennial review of adequacy of the user charge rates. The Borrower agrees the initial financial analysis performed by the NDEE in Attachment C is a reasonable estimate of the Project Costs, of the financial condition of the Borrower in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEE may review this information annually to ensure the Borrower's compliance with the Loan conditions and update Attachment C to reflect any changes.

- (b) Performance Under Loan Agreement. The Borrower agrees:
- (1) To comply with all applicable State and Federal laws, rules, and regulations in the performance of this Loan Agreement (including, but not limited to the Federal crosscutting items as set forth on Attachment D of this Loan Agreement, and other NDEE Regulations); and
 - (2) To cooperate with the NDEE in the observance and performance of the respective duties, covenants, obligations, and agreements of the Borrower and the NDEE under this Loan Agreement.
- (c) Completion of Project and Provision of Moneys Therefore. The Borrower agrees:
- (1) To exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and
 - (2) To provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives pursuant to this Loan Agreement, required to complete the Project.
- (d) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized and executed) at the loan closing, the Borrower will cause to be delivered to the NDEE each of the following items:
- (1) Counterparts of this Loan Agreement (as previously executed by parties hereto).
 - (2) Copies of the ordinances and/or resolutions of the governing body of the borrower authorizing the execution and delivery of this Loan Agreement certified by an Authorized Representative.
 - (3) An Opinion of the Borrower's Counsel substantially in the form of Attachment E hereto.
 - (4) An executed Note (or other evidence of indebtedness) evidencing the Borrower's obligations under this Loan Agreement in the form of Attachment F.
 - (5) An executed certificate of the Borrower in the form of Attachment G hereto; and
 - (6) Such other certificates, documents, opinions, and information as the NDEE may require.
- (e) Operation and Maintenance of Wastewater Treatment System. The Borrower agrees that it shall, in accordance with prudent wastewater treatment utility practice:
- (1) At all times operate the properties of its Wastewater Treatment Works in an efficient manner; and
 - (2) Maintain its Wastewater Treatment Works, making all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements necessary to maintain its system in good repair, working order and operating condition.
- (f) Disposition of Wastewater Treatment Works. The Borrower agrees that it intends to own and operate the Project at all times during the term of the Loan. The Borrower does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Borrower at the time of the Loan, (ii) adverse circumstances beyond the control of the Borrower or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Borrower shall not sell, lease, abandon, or otherwise dispose of all or substantially all of its Wastewater Treatment Works except on ninety (90) days' prior written notice to the NDEE and, in any

event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the Borrower shall in accordance with Section 4.02 hereof assign this Loan Agreement and its rights and interests hereunder to the purchaser or lessee of the Wastewater Treatment Works and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement. In no event shall the Borrower sell, lease, abandon, or otherwise dispose of the Wastewater Treatment Works to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, which has legal responsibility to treat wastewater.

Before any proposed disposition of the Wastewater Treatment Works can be made, the Borrower shall provide the NDEE with (i) an opinion of counsel, satisfactory to the NDEE, that such proposed disposition is permitted by the provisions of this Loan Agreement, and (ii) if any such proposed disposition includes a portion of the Project financed by the Loan, an opinion of a nationally recognized bond counsel, satisfactory to the NDEE, that such disposition will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund. No disposition of all or any portion of the Wastewater Treatment Works shall relieve the Borrower of its duties, covenants, obligations, and agreements under this Loan Agreement.

- (g) Records and Accounts. The Borrower shall maintain accurate records and accounts in accordance with generally accepted accounting principles, including principles relating to the reporting of infrastructure assets for its Wastewater Treatment System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Account"). The System Records and General Accounts shall be made available for inspection upon request by the NDEE at any reasonable time. The Borrower shall, upon written request by the NDEE during the term of the Loan, engage an independent auditor to conduct an audit of the project's financial records in accordance with generally accepted government auditing standards. The Borrower shall provide the NDEE a copy of the audit report, provided such audit shall not be due to the NDEE sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this Loan Agreement is under construction, and the Borrower expends, for any purpose, total federal funds in excess of seven hundred fifty thousand dollars (\$750,000) during the Borrower's fiscal year, then the Borrower shall, irrespective of any request from the NDEE, provide the NDEE a copy of the Single Audit made on the Borrower's General Accounts performed by an independent auditor required in such cases by 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In the sole discretion of the NDEE, any requirement herein to perform and/or provide an audit at the request of the NDEE may be waived by the NDEE on the basis of the Borrower's receipt of an audit waiver received from some other government agency and accurately acknowledging the Borrower's obligation to the NDEE under this Loan or for any other reason acceptable to the NDEE.
- (h) Inspections; Information. The Borrower shall permit the EPA, the NDEE, and any party designated by the NDEE to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and the NDEE may reasonably require in connection therewith.
- (i) Financial Information. The Borrower specifically agrees to provide to the NDEE a reasonable number of copies of such financial information and operating data of the Borrower and the Public Water System and the prompt notification of the occurrence of certain material events, to the extent necessary for the NDEE to comply with its continuing disclosure obligations set forth in the SEC Rule. Such financial information shall be prepared in accordance with GAAP. Such financial information and operating data, if requested, shall be supplied within 210 days after the end of its fiscal year. If audited financial information will be prepared but is not available within 210 days of the end of the appropriate Borrower's fiscal year, unaudited financial information shall be provided to the NDEE pending receipt of audited financial information. For purposes of this paragraph, "material event" shall mean:

- (1) Principal and interest payment delinquencies on any Indebtedness.
 - (2) Nonpayment related defaults in agreements authorizing any Indebtedness.
 - (3) Rating changes on any Indebtedness.
 - (4) Adverse tax opinions or events affecting the tax-exempt status of any Indebtedness; or
 - (5) Unscheduled draws on debt service reserves or credit enhancements on any Indebtedness reflecting financial difficulties.
- (j) Insurance. The Borrower will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Wastewater Treatment Works as would be carried by similar sized Wastewater Treatment Works, insofar as the properties are of an insurable nature. The Borrower also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. Stat. §§13-901 to 13-928), or other similar future law.
 - (k) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.
 - (l) Notice of Material Adverse Change. The Borrower shall promptly notify the NDEE of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Borrower's Wastewater Treatment Works, or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement.
 - (m) Additional Covenants and Requirements. If necessary, in connection with the making of the Loan Agreement, additional covenants and requirements, if any, are hereby incorporated with their inclusion to Attachment I, Other Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by the NDEE. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the NDEE deems necessary in connection with the operation and administration of the Fund. The Borrower hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to the NIFA.

Section 4.02. Assignment by the Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied:

- (a) The NDEE shall have approved said assignment in writing; and
- (b) The assignee is a village, town, city, district, association, county, or other public body created by or pursuant to State law of the State of Nebraska, or any combination thereof, that has legal responsibility to treat wastewater; and
- (c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Borrower of its duties, covenants, and obligations under this Loan Agreement; and

- (d) The assignment will not adversely impact the NDEE's ability to meet its duties, covenants, and obligations under any Pledge Agreement as determined in writing by the NDEE; and
- (e) The assignment will not adversely affect the exclusion from gross income for federal tax purposes of the interest on any bonds issued by the NIFA to fund deposits into the Fund; and
- (f) The Borrower shall provide the NDEE, and the NIFA if the NIFA is an assignee of the Note, with:
 - (1) An opinion of a qualified attorney satisfactory to the NDEE that each of the conditions set forth in Section 4.02(b) and Section 4.02(c) of this Loan Agreement has been met, and
 - (2) An opinion of nationally recognized bond counsel satisfactory to the NDEE that the condition set forth in Section 4.02(e) of this Loan Agreement has been met.

ARTICLE V

EVENTS OF DEFAULT AND NONCOMPLIANCE

Section 5.01. Event of Default. Event of Default means: (i) any violation or noncompliance by the Borrower of any of the provisions of this Loan Agreement; (ii) violation or noncompliance by the Borrower of any provision of federal, state, or local regulations or requirements; (iii) failure by the Borrower to pay when due any Loan Payment pursuant to Section 2.06 of this Loan Agreement and for such payment to be considered delinquent by the NDEE; and (iv) a default under the terms of any Revenue Obligation and other parity obligation allowing any holder of such obligation the right to exercise any remedies against the Borrower.

Section 5.02. Notice of Default.

- (a) If an Event of Default shall occur and is discovered by the Borrower, the Borrower shall give the NDEE prompt telephonic notice of the Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.
- (b) If an Event of Default shall occur and is discovered by the NDEE, the NDEE shall give the Borrower and the NIFA prompt telephonic notice of the occurrence of such Event of Default. Such telephonic notice shall be immediately followed by written notice from the NDEE to the Borrower of such Event of Default given in the manner as established by Section 6.03 of this Loan Agreement.

Section 5.03. Remedies on Default.

- (a) Whenever an Event of Default shall have occurred and be continuing, the NDEE or the Borrower shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of the Borrower (including, without limitation, withholding remaining Loan disbursements, cancellation of this Loan Agreement and acceleration of the remaining scheduled principal payments set forth on Attachment A, or such other remedies provided to the NDEE in the Act and the Regulations).
- (b) If the Borrower fails to make any payment of principal and interest, administrative fee, late fee, or penalty interest imposed pursuant to this Loan Agreement within 60 days of the due dates specified in Section 2.06 of this Agreement, the payment shall be deducted from the amount of aid to municipalities to which the Borrower is entitled under Neb. Rev. Stat. §72-1503. Such amount shall be paid directly to the Fund.

Section 5.04. Expenses. Upon the occurrence of an Event of Default, and to the extent permitted by law, the Borrower shall, on demand, pay to the NDEE the reasonable fees and expenses incurred by the NDEE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations, or agreements of the Borrower contained herein. Upon request by the Borrower, the NDEE shall provide copies of statements evidencing the fees and expenses for which the NDEE is requesting payment.

Section 5.05. Application of Moneys. Any moneys collected by the NDEE pursuant to Section 5.03 or 5.04 hereof shall be applied:

- (a) First, to pay administrative fees on the Loan as the same becomes due and payable; and
- (b) Second, to pay interest on the Loan as the same becomes due and payable; and
- (c) Third, to pay principal due and payable on the Loan; and
- (d) Fourth, to pay expenses owed by the Borrower pursuant to Section 5.04 of this Loan Agreement; and
- (e) Fifth, to pay any other amounts due and payable hereunder as such amounts become due and payable. To the extent that the NDEE's right to receive Loan Repayments is on a parity of lien basis with the lien of Existing Revenue Obligations or Additional Revenue Obligations on the Borrower's System Revenues, such moneys shall be applied pro rata to all such obligations.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.08. Violation of Loan Agreement Provisions. Violation or noncompliance of any of the provisions of this Loan Agreement by the Borrower, or failure of the Borrower to complete and maintain the Project in the manner proposed by the Borrower and approved by the NDEE may result in a cancellation of this Loan Agreement, and a demand that any outstanding balance of principal, interest, and administrative fees and any other amounts due under this Loan Agreement be paid immediately.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEE, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project. The Borrower shall be responsible for such construction, operation and maintenance of the Project and shall assume responsibility for all Project Costs and any claims, demands, damages, losses, costs, expenses, or liability accruing or resulting to any and all contractors, subcontractors, employees, and any other person, firm, or

corporation furnishing or supplying services, materials, or supplies in connection with construction of the Project, and for any and all claims, demands, damages, losses, costs, expenses, or liability occurring or resulting to any person, firm, or corporation, as a result of or incident to, either in whole or in part, whether directly or indirectly, the construction or operation of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Agreement shall not be deemed to be a waiver of any subsequent right or duty under this Loan Agreement.

Section 6.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the NDEE, at the following addresses:

(a) BORROWER

City of La Vista
8116 Park View Blvd.
La Vista, NE 68128
Phone: (402) 331-4343

(b) THE NDEE

Nebraska Department of Environment & Energy
P.O. Box 98922
Lincoln, NE 68509-8922
Phone: (402) 471-2186

All notices given by registered or certified mail as aforesaid, shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified except in writing signed by the NDEE and the Borrower.

Section 6.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NDEE and the Borrower and their respective successors and assignees.

Section 6.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the NDEE.

Section 6.10. Further Assurances. The Borrower shall, at the request of the NDEE, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests, and agreements granted, or intended to be granted by this Loan Agreement.

Section 6.11. Notice to Trustee. Upon assignment of the Note to the NIFA which may occur from time to time and thereafter, the NDEE shall deliver a notice of this Loan in the form prescribed by the NIFA, and other pertinent information relating thereto, to the Trustee for any bonds of the NIFA issued to fund deposits into the Fund.

Section 6.12. Finalizing, Closing, and Termination of the Loan Agreement. The NDEE reserves the right to finalize and close or terminate this Loan Agreement for cause at any point during the term of the loan. Before any action is taken, the NDEE shall give no less than 30 days written notice of the NDEE's intent to the Borrower. Following the final disbursement of Loan proceeds to the Borrower, the NDEE shall revise Attachment A. Such revised Attachment A shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace Attachment A.

Section 6.13. Electronic Signature. The NDEE and the Borrower hereby approve the usage of electronic signatures pursuant to Neb. Rev. Stat. §86-611 and Nebraska Administrative Code, Title 437, Digital Signatures Act.

- (a) Attachment F – Promissory Note of the CITY OF LA VISTA of this Loan Agreement may not be electronically signed and must be signed physically by the authorized signatories. The Borrower agrees that prior to electronically signing this Loan Agreement, Attachment F has been physically signed and provided to the NDEE.

Section 6.14. Effective Date. This Loan Agreement shall become effective upon the latter date of the following two signatures:

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF LA VISTA, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

By _____
(printed name)

By _____
(printed name)

(signature)

(signature)

Title Mayor

Title Director

Date _____

Date _____

INDEX OF ATTACHMENTS

Exhibit 1 -	Project Description
Attachment A -	Loan Repayment Schedule
Attachment B -	Project Costs and Projected Outlay Schedule
Attachment C -	Financial Analysis
Attachment D -	List of Federal Laws and Authorities
Attachment E -	Borrower's Counsel's Opinion
Attachment F -	Promissory Note
Attachment G -	Certificate
Attachment H -	Resolution
Attachment I -	Additional Documents

EXHIBIT 1

PROJECT DESCRIPTION

The project being financed by the CWSRF is the installation of cast-in-place-pipe (CIPP) lining for all sewers, along with point repairs for areas with significant pipe damage or offset joints. Sanitary sewer laterals to the residences will be replaced from the sewer past the roadway to the curb. In addition, manhole rehabilitation will also be included in this project.

The project includes all related work, land testing, construction change orders, and engineering fees.

ATTACHMENT A

LOAN REPAYMENT SCHEDULE

Payments are due on June 15 and December 15 of each year. Interest and Administrative fees shall accrue at the applicable rate as established by Section 2.03 and Section 2.04 of this Loan Agreement and repayments of such accrued interest and administrative fees will be repaid after the effective date of this Loan Agreement. A commencement of principal repayment is estimated to start on December 15, 2023 (as established by Section 2.02 of this Loan Agreement wherein repayment must begin within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, whichever occurs first).

Amounts due will be invoiced on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest and Administrative fee accruing on principal amounts drawn after the invoicing date are to be included with the next invoice.

The Amortization Schedule included in Attachment A is a projected schedule based upon estimated principal repayment start and full distribution of funds and is subject to change pending date of Initiation of Operation and final principal amount disbursed. Interest and Administrative fees accruing before the first principal repayment that is not reflected on the following draft amortization schedule will be billed and paid in accordance with the NDEE's procedures.

Following the receipt of Initiation of Operation date and the final disbursement of Loan proceeds to the Borrower, a revised final Attachment A shall be prepared by the NDEE to establish the final debt service schedule based upon the following parameters set forth below. Such revised final Attachment A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace the projected Attachment A.

The final Loan Repayment Schedule shall be calculated by the NDEE based on the following parameters:

- (1) Final principal amount of Loan;
- (2) Amount of Subsidies, if any;
- (3) Interest rate as set forth in Section 2.03;
- (4) Administrative fee rate as set forth in Section 2.04;
- (5) Installments of principal, interest, and fees on each June 15 and December 15 payment date shall:
 - a. Begin no later than one year after the Initiation of Operation, or three years from the effective date of this Loan Agreement, whichever occurs first; and
 - b. End on the last repayment which must be paid no later than twenty (20) from the date of either (i) one year after the Initiation of Operation, or (ii) three years from the effective date of this Loan agreement, whichever occurs first; and
- (6) Amortization of principal to achieve level payments of principal and interest (not taking into account the administrative fee payment pursuant to Section 2.04).

ATTACHMENT A
 TO THE LOAN AGREEMENT BETWEEN NDEE AND
 THE COMMUNITY OF LA VISTA
 PROJECT NUMBER 8045
 LOAN AMORTIZATION SCHEDULE (PROJECTED)

17-Mar-2022

TOTAL PROJECT = 2,745,000.00
 LOAN AMT + FORGIVENESS = 2,745,000.00
 PRINCIPAL FORGIVENESS = 0.00
 CDBG GRANT = 0.00

LOAN AMOUNT = 2,745,000.00
 TERM YEARS = 20
 LOAN INTEREST RATE (%) = 0.50
 FEE RATE (%) = 0.50

DUE DATE OF PAYMENT	TOTAL PAYMENT	= FEE PAYMENT +	LOAN PAYMENT	LOAN PAYMENT =	INTEREST PAYMENT +	PRINCIPAL PAYMENT	BEGINNING BALANCE -	PRINCIPAL PAYMENT =	ENDING BALANCE
15-Dec-2023	79,061.60 =	6,862.50 +	72,199.10	72,199.10 =	6,862.50 +	65,336.60	2,745,000.00 -	65,336.60 =	2,679,663.40
15-Jun-2024	78,898.26 =	6,699.16 +	72,199.10	72,199.10 =	6,699.16 +	65,499.94	2,679,663.40 -	65,499.94 =	2,614,163.46
15-Dec-2024	78,734.51 =	6,535.41 +	72,199.10	72,199.10 =	6,535.41 +	65,663.69	2,614,163.46 -	65,663.69 =	2,548,499.77
15-Jun-2025	78,570.35 =	6,371.25 +	72,199.10	72,199.10 =	6,371.25 +	65,827.85	2,548,499.77 -	65,827.85 =	2,482,671.92
15-Dec-2025	78,405.78 =	6,206.68 +	72,199.10	72,199.10 =	6,206.68 +	65,992.42	2,482,671.92 -	65,992.42 =	2,416,679.50
15-Jun-2026	78,240.80 =	6,041.70 +	72,199.10	72,199.10 =	6,041.70 +	66,157.40	2,416,679.50 -	66,157.40 =	2,350,522.10
15-Dec-2026	78,075.41 =	5,876.31 +	72,199.10	72,199.10 =	5,876.31 +	66,322.79	2,350,522.10 -	66,322.79 =	2,284,199.31
15-Jun-2027	77,909.60 =	5,710.50 +	72,199.10	72,199.10 =	5,710.50 +	66,488.60	2,284,199.31 -	66,488.60 =	2,217,710.71
15-Dec-2027	77,743.38 =	5,544.28 +	72,199.10	72,199.10 =	5,544.28 +	66,654.82	2,217,710.71 -	66,654.82 =	2,151,055.89
15-Jun-2028	77,576.74 =	5,377.64 +	72,199.10	72,199.10 =	5,377.64 +	66,821.46	2,151,055.89 -	66,821.46 =	2,084,234.43
15-Dec-2028	77,409.69 =	5,210.59 +	72,199.10	72,199.10 =	5,210.59 +	66,988.51	2,084,234.43 -	66,988.51 =	2,017,245.92
15-Jun-2029	77,242.21 =	5,043.11 +	72,199.10	72,199.10 =	5,043.11 +	67,155.99	2,017,245.92 -	67,155.99 =	1,950,089.93
15-Dec-2029	77,074.32 =	4,875.22 +	72,199.10	72,199.10 =	4,875.22 +	67,323.88	1,950,089.93 -	67,323.88 =	1,882,766.05
15-Jun-2030	76,906.02 =	4,706.92 +	72,199.10	72,199.10 =	4,706.92 +	67,492.18	1,882,766.05 -	67,492.18 =	1,815,273.87
15-Dec-2030	76,737.28 =	4,538.18 +	72,199.10	72,199.10 =	4,538.18 +	67,660.92	1,815,273.87 -	67,660.92 =	1,747,612.95
15-Jun-2031	76,568.13 =	4,369.03 +	72,199.10	72,199.10 =	4,369.03 +	67,830.07	1,747,612.95 -	67,830.07 =	1,679,782.88
15-Dec-2031	76,398.56 =	4,199.46 +	72,199.10	72,199.10 =	4,199.46 +	67,999.64	1,679,782.88 -	67,999.64 =	1,611,783.24
15-Jun-2032	76,228.56 =	4,029.46 +	72,199.10	72,199.10 =	4,029.46 +	68,169.64	1,611,783.24 -	68,169.64 =	1,543,613.60
15-Dec-2032	76,058.13 =	3,859.03 +	72,199.10	72,199.10 =	3,859.03 +	68,340.07	1,543,613.60 -	68,340.07 =	1,475,273.53
15-Jun-2033	75,887.28 =	3,688.18 +	72,199.10	72,199.10 =	3,688.18 +	68,510.92	1,475,273.53 -	68,510.92 =	1,406,762.61
15-Dec-2033	75,716.01 =	3,516.91 +	72,199.10	72,199.10 =	3,516.91 +	68,682.19	1,406,762.61 -	68,682.19 =	1,338,080.42
15-Jun-2034	75,544.30 =	3,345.20 +	72,199.10	72,199.10 =	3,345.20 +	68,853.90	1,338,080.42 -	68,853.90 =	1,269,226.52
15-Dec-2034	75,372.17 =	3,173.07 +	72,199.10	72,199.10 =	3,173.07 +	69,026.03	1,269,226.52 -	69,026.03 =	1,200,200.49
15-Jun-2035	75,199.60 =	3,000.50 +	72,199.10	72,199.10 =	3,000.50 +	69,198.60	1,200,200.49 -	69,198.60 =	1,131,001.89
15-Dec-2035	75,026.60 =	2,827.50 +	72,199.10	72,199.10 =	2,827.50 +	69,371.60	1,131,001.89 -	69,371.60 =	1,061,630.29
15-Jun-2036	74,853.18 =	2,654.08 +	72,199.10	72,199.10 =	2,654.08 +	69,545.02	1,061,630.29 -	69,545.02 =	992,085.27
15-Dec-2036	74,679.31 =	2,480.21 +	72,199.10	72,199.10 =	2,480.21 +	69,718.89	992,085.27 -	69,718.89 =	922,366.38
15-Jun-2037	74,505.02 =	2,305.92 +	72,199.10	72,199.10 =	2,305.92 +	69,893.18	922,366.38 -	69,893.18 =	852,473.20
15-Dec-2037	74,330.28 =	2,131.18 +	72,199.10	72,199.10 =	2,131.18 +	70,067.92	852,473.20 -	70,067.92 =	782,405.28
15-Jun-2038	74,155.11 =	1,956.01 +	72,199.10	72,199.10 =	1,956.01 +	70,243.09	782,405.28 -	70,243.09 =	712,162.19
15-Dec-2038	73,979.51 =	1,780.41 +	72,199.10	72,199.10 =	1,780.41 +	70,418.69	712,162.19 -	70,418.69 =	641,743.50
15-Jun-2039	73,803.46 =	1,604.36 +	72,199.10	72,199.10 =	1,604.36 +	70,594.74	641,743.50 -	70,594.74 =	571,148.76
15-Dec-2039	73,626.97 =	1,427.87 +	72,199.10	72,199.10 =	1,427.87 +	70,771.23	571,148.76 -	70,771.23 =	500,377.53
15-Jun-2040	73,450.04 =	1,250.94 +	72,199.10	72,199.10 =	1,250.94 +	70,948.16	500,377.53 -	70,948.16 =	429,429.37
15-Dec-2040	73,272.67 =	1,073.57 +	72,199.10	72,199.10 =	1,073.57 +	71,125.53	429,429.37 -	71,125.53 =	358,303.84
15-Jun-2041	73,094.86 =	895.76 +	72,199.10	72,199.10 =	895.76 +	71,303.34	358,303.84 -	71,303.34 =	287,000.50
15-Dec-2041	72,916.60 =	717.50 +	72,199.10	72,199.10 =	717.50 +	71,481.60	287,000.50 -	71,481.60 =	215,518.90
15-Jun-2042	72,737.90 =	538.80 +	72,199.10	72,199.10 =	538.80 +	71,660.30	215,518.90 -	71,660.30 =	143,858.60
15-Dec-2042	72,558.75 =	359.65 +	72,199.10	72,199.10 =	359.65 +	71,839.45	143,858.60 -	71,839.45 =	72,019.15
15-Jun-2043	72,379.25 =	180.05 +	72,199.20	72,199.20 =	180.05 +	72,019.15	72,019.15 -	72,019.15 =	0.00
TOTALS	3,030,928.20	142,964.10	2,887,964.10	2,887,964.10	142,964.10	2,745,000.00		2,745,000.00	

Following the final disbursement and receipt of the initiation of Operation date, Attachment A shall be prepared by NDEE as provided in Section 2.05(a) of the Loan Agreement.

ATTACHMENT B

PROJECT COSTS

<u>COST CLASSIFICATION</u>	<u>ESTIMATED TOTAL COST</u>
1) Administrative	\$ 75,000
2) Land, structures, right-of-ways, appraisals, etc.	\$ 65,500
3) Relocation expenses and payments	\$ -
4) Architectural and engineering fees	\$ 137,500
5) Project inspection fees	\$ 298,000
6) Site work, demolition and removal	\$ 1,669,000
7) Construction	\$ -
8) Equipment	\$ -
9) Miscellaneous	\$ -
10) SUBTOTAL (sum of lines 1-9)	\$ 2,245,000
11) Contingencies	\$ 500,000
12) SUBTOTAL (sum of lines 10-11)	\$ 2,745,000
Less project (program) income	
TOTAL PROJECT COSTS (line 12 minus 13)	\$ 2,745,000
<u>SOURCE OF FUNDS</u>	
NDEE CWSRF Loan (Principal)	\$ 2,745,000
TOTAL PROJECT ASSISTANCE	\$ 2,745,000

Categories of loan eligibility are established by the Federal Act, the state Act, and state Regulation. Eligible items shall not include the costs of water rights, legal costs, fiscal agent's fees, operation, and maintenance costs, and municipal or county administrative costs.

OUTLAY SCHEDULE

<u>MONTH - YEAR</u>	<u>ESTIMATED OUTLAY</u>
May 2022	\$ 888,000.00
June 2022	\$ 260,000.00
July 2022	\$ 307,000.00
August 2022	\$ 260,000.00
September 2022	\$ 260,000.00
October 2022	\$ 155,000.00
April 2023	\$ 460,000.00
May 2023	\$ 155,000.00
TOTAL	\$ 2,745,000

**ATTACHMENT C
FINANCIAL ANALYSIS**

CITY OF LA VISTA, NEBRASKA

CWSRF PROJECT NO. C318045

The City of La Vista, Nebraska has requested CWSRF funding assistance of \$2,745,000 to finance sanitary sewer repairs and the installation of Cast-in-Place-Pipe (CIPP) lining within the 67-acre East La Vista residential neighborhood. The sanitary sewer infrastructure within this neighborhood is over 60 years old and has significant issues with joint displacement, root intrusion, and private lateral connection defects contributing to infiltration. This Financial Capability Analysis is intended to create an abbreviated general assessment of the City of La Vista's financial status and to assess potential impacts of the SRF's loan on the community and impact to user rates.

The following documents were reviewed and used to complete this analysis:

1. Audit reports of the City of La Vista for fiscal years 2018, 2019, and 2020
2. Water/Wastewater Pre-application for Federal/State Assistance; and
3. Miscellaneous correspondence from the City of La Vista and their representatives.

Analysis of the Sewer Utility:

Table 1 contains information pertaining to revenue, expenses, and net gains (losses) for each fiscal year ending September 30 for La Vista from 2018 to 2020. This data was derived from the audit report for each year.

Table 1

City of La Vista Sewer Fund Summary

Audit Year	Revenue (includes interest income)	Expenses (excludes depreciation)	Revenue Minus Expenses
2018	\$ 3,969,222	\$ 3,071,711	\$ 897,511
2019	\$ 4,227,078	\$ 3,313,290	\$ 913,788
2020	\$ 4,257,276	\$ 3,384,672	\$ 872,604

The City of La Vista manages their sewer utility which generates revenue by assessing user fees on the residents and businesses in La Vista. This revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the sewer utility. The revenue stream is also used to pay the debt service due to outstanding sewer utility loans. The sewer utility ran an operating surplus from 2018 through 2020, as shown in Table 1. The Sewer Fund is currently the City's only business-type activity. As of September 30, 2020, the City had no outstanding debt for the Sewer Fund.

Analysis of the Sewer Utility User Rate Impact:

The City of La Vista is eligible for a 20-year CWSRF loan at a per annum interest rate of 0.5 percent plus an annual 0.5 percent administrative fee on the outstanding principal amount. The CWSRF loan funding assistance of \$2,745,000 would have an annual debt service of \$157,960 plus the CWSRF contract required 10%

coverage or \$15,796 for delinquency or loss of users, as shown in the following table, totaling \$173,756 for the first-year debt service, including coverage.

Table 2

Proposed CWSRF Loan No. C318045, Principal Amount of \$2,745,000

Loan Term (Years)	Interest Rate	First Year Payment	110% of Payment
20	0.5% + 0.5% fee	\$157,960	\$173,756

The revenues from the La Vista’s sewer utility will be dedicated to repaying the loan. The City of La Vista has a population of 16,746 according to the 2020 Census. The estimated number of users in the city is approximately 7,213 users. The current residential sewer rate is \$12.72 per month, with an added charge of \$4.16 per 748 gallons of flow, resulting in an average monthly sewer bill of \$40.53 for a typical 5,000-gallon monthly household water use. Based solely upon the number of estimated users for the City, a minimum of an additional \$2.01 per user, per month is recommended for proper debt coverage for the SRF Loan to maintain current levels of operational expenses. This would increase the average monthly sewer use rate to approximately \$42.52 per user, or \$510.45 annually. A final assessment of revenues and costs will be analyzed to determine the actual user charge adjustment as necessary.

The Median Household Income for the City of La Vista, according to the 5-year American Community Survey (2014 – 2018), is \$67,605. Therefore, the projected sewer rate of \$510.45 annually per user is 0.76% of the City’s median household income and is below the EPA’s 2.0% upper-level threshold of sewer rate affordability.

ATTACHMENT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291, 16 U.S.C. §469a-1
- Clean Air Act, PL 95-95, as amended, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, PL 97-348, 96 Stat. 1653, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended, 16 U.S.C. §1451 et seq.
- Endangered Species Act, PL 93-205, as amended, 16 U.S.C. 1531 et seq.
- Essential Fish Habitat Consultation Process Under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended, 16 U.S.C. §1801 et seq.
- Executive Order 11988, Floodplain Management, as amended; Executive Order 12148, as amended
- Executive Order 11990, Protection of Wetlands, as amended; Executive Order 12608, as amended
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, as amended
- Farmland Protection Policy Act, PL 97-98, 7 U.S.C. §4201 et seq.
- National Environmental Policy Act, PL 91-190, 42 U.S.C. §4321 et seq.
- National Historic Preservation Act of 1966, PL 89-665, as amended, 16 U.S.C. §740 et seq.
- Safe Drinking Water Act, as amended, PL 92-523, as amended, 42 U.S.C. 300f et seq.
- U.S. Fish and Wildlife Service National Wetlands Inventory
- Wild and Scenic Rivers Act, PL 90-542, as amended, 82 Stat. 913, 16 U.S.C. §1271 et seq.

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, 42 U.S.C. §3331 et seq.
- Executive Order 12549, Debarment and Suspension, as amended
- Executive Order 13202, as amended; Executive Order 13208, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, 42 U.S.C. §§4601-4655

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, PL 94-135, 42 U.S.C. §6102
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, PL 102-389
- Executive Order 11246, Equal Employment Opportunity, as amended
- Executive Orders 11625, 12138, and 12432 Women's and Minority Business Enterprise, as amended
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. §1251
- Title VI of the Civil Rights Act of 1964, PL 88-352, 42 U.S.C. §200d

MISCELLANEOUS AUTHORITY:

- Nebraska Clean Water State Revolving Loan Fund #CS – 310001

**The list of Federal Laws and Authorities is based upon the EPA's listing of "Additional information on Cross-Cutting Federal Authorities" (http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm) and the EPA's "Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs" (October 2003; <https://www.epa.gov/sites/default/files/2015-08/documents/crosscutterhandbook.pdf>) as of October 12, 2015. This list is subject to change based upon the federal authorities of the EPA.*

ATTACHMENT E

Form of Opinion of Borrower's Counsel

[USE BORROWER'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Department of Environment and Energy
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: State Revolving Fund Program

To the Nebraska State Revolving Fund:

I have acted as **[Bond]** Counsel in connection with the execution and delivery by City of La Vista (the "Borrower"), of an Agreement for Loan No. C318045 (the "Loan Agreement") between the Borrower and the Nebraska Department of Environment and Energy ("NDEE") and the issuance of a promissory note (the "Note") by the Borrower to the NDEE. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Agreement.

In this connection, I have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO]**;
- (b) An executed counterpart of the Loan Agreement;
- (c) The executed Note; and
- (d) Such other documents as I deemed relevant and necessary in rendering this opinion.

As to questions of fact material to my opinion, I have relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing I am of the opinion that:

1. The Borrower is a city duly organized and validly existing under the laws of the State of Nebraska.
2. The Borrower is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Borrower has the power and authority to enter into the Loan Agreement, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Agreement (the "Principal Amount") and to perform its obligations under the Loan Agreement and the Note.
4. The Loan Agreement and the Note have been duly authorized, executed and delivered by the Borrower and are, and would be if the entire Principal Amount were advanced to the Borrower pursuant to the Loan Agreement on the date of this opinion, valid and legally binding special obligations of the Borrower, payable solely from the sources provided therefor in the Loan Agreement, enforceable in accordance with

their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant, where applicable, to Nebraska Revised State Statutes §§18-1803 through 18-1805; §§31-732, 31-739, and 31-740, and all other applicable statutes governing eligible municipalities, the Loan Agreement creates a valid lien on the funds pledged by the Borrower pursuant to Section 3.02 of the Loan Agreement for the security of the Loan Agreement and the Note and no other debt of the Borrower is secured by a superior lien on such funds.
6. The Borrower has obtained or made all approvals, authorizations, consents, or other actions of, and filings, registrations, or qualifications with, the Borrower or any other government authority which are legally required to allow the Borrower to enter into and perform its obligations under the Loan Agreement and the Note and borrow the full Principal Amount pursuant to the Loan Agreement and the Note.

Very truly yours,

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF LA VISTA, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environment and Energy ("NDEE"), or its successors and assigns, the principal sum of not to exceed \$2,745,000 [less any Loan Forgiveness and Small Town Grant as established by Section 2.01 of the Loan Agreement], to the extent disbursed pursuant to Section 2.01 and Section 2.05 of the Loan Agreement No. C318045 ("the Loan Agreement"), with interest on each such amount until paid, pursuant to Section 2.03 of the Loan Agreement between the NDEE and the Borrower. In addition, the Borrower shall pay an Administrative Fee on the outstanding principal amount of this Note per annum pursuant to Section 2.04 of the Loan Agreement. The said principal, interest, and Administrative Fee shall be payable in semiannual installments each payable on June 15 and December 15 of each year in accordance with Section 2.06 of the Loan Agreement. Each installment shall be in the amount set forth in Attachment A to the Loan Agreement. The Borrower will pay any penalty or additional interest due pursuant to Section 2.06(d) of this Loan Agreement.

All payments under this Note shall be payable at the offices of the NDEE in Lincoln, Nebraska, and upon the assignment of this Note to the NIFA, at the principal corporate trust office of a Trustee designated by the NIFA, or such other place as the NDEE may designate in writing.

This Note is issued pursuant to and is secured by the Loan Agreement of the City of La Vista, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Borrower hereunder shall be limited obligations of the Borrower payable solely out of the User Charge System (as defined in the Loan Agreement) and shall not be payable out of any other revenues of the Borrower. The obligations of the Borrower under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the Borrower within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Borrower.

If default be made in the payment of any installment due under this Note, or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Agreement, and if such Event of Default is not remedied as therein provided, or at any time thereafter, may give notice to the Borrower that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Agreement, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Borrower hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this _____ day of _____, 2022.

[SEAL] (if applicable)

CITY OF LA VISTA, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENT AND ENERGY

Attest:	_____	_____	_____
	(signature)	(signature)	(signature)
Title	CLERK	Mayor	Director
Date	_____	_____	_____

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF LA VISTA, NEBRASKA

(continued)

Complete this section upon assignment of this Note to the NIFA.

Pursuant to the Pledge Agreement dated as of _____, as amended (the "Pledge Agreement"), by and between the NDEE and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee (the "Trustee"), the NDEE hereby assigns, grants and conveys any and all of the NDEE's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

Attested by:

By _____
(printed name)

(signature)

Title _____

Date _____

**NEBRASKA INVESTMENT FINANCE
AUTHORITY**

By _____
(printed name)

(signature)

Title Director

Date _____

ATTACHMENT G

CERTIFICATE OF THE CITY OF LA VISTA

The following certifications are made in connection with the Agreement for Loan No. C318045 (the "Loan Agreement") between the Nebraska Department of Environment and Energy ("NDEE") and the City of La Vista, Nebraska (the "Borrower") for the purpose of establishing compliance by the Borrower with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Fund (as defined in the Loan Agreement).

WHEREFORE, the undersigned hereby certifies on behalf of the Borrower to the NDEE, the NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Borrower.
2. The Borrower represents that it reasonably expects that the design and construction of the Project, as defined in this Loan Agreement, will commence within the stated Project Schedule established by Section 2.07 of this Loan Agreement and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Agreement will be used to construct a facility that will be owned and operated by the Borrower. There will be no Agreements for the use of the facility other than Agreement on a rate scale basis. Specifically, the Borrower represents that there will be no Agreements for use of the Project that will require a non-governmental unit to make payments to the Borrower without regard to actual use of the Project.

Signed and dated as of _____.

City of La Vista, Nebraska

(signature)

Title _____ Mayor _____

Date _____

ATTACHMENT H

RESOLUTION _____

WHEREAS, the City of La Vista, Nebraska recognizes that a properly functioning sanitary sewer system is necessary to the health and welfare of the citizens of the city; and

WHEREAS the Mayor and City Board of Trustees have determined that portions of the city sanitary sewer system are in need of significant repair and improvement; and

WHEREAS funding for the cost of the repair and improvement of portions of the city sanitary sewer system may be obtained by loan from the Nebraska Department of Environment and Energy, subject to certain requirements and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Board of Trustees of the City of La Vista, Nebraska that they should execute the contract for loan between the Nebraska Department of Environment and Energy and the City of La Vista, Nebraska designated as Project No. C318045, incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, _____, Mayor, is hereby directed to execute the Agreement and all other documents necessary to facilitate the Loan between the Nebraska Department of Environment and Energy and the City of La Vista, Nebraska for the purpose of repairing and improving the city's sanitary sewer system; and

BE IT FURTHER RESOLVED THAT _____, Clerk, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

HEREBY the RESOLUTION has passed and approved as of _____.

City of La Vista, Nebraska

(signature)

Title _____ Mayor

Date _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____.

(signature)

Title _____ Clerk

ATTACHMENT I

ADDITIONAL DOCUMENTS

These forms will be loan specific so will need to be added/removed separately for each agreement.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
APPROVE AGREEMENT – PRINTING & MAILING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNICATION MANAGER

SYNOPSIS

A resolution has been prepared to approve an agreement with Colonial Press, La Vista, NE, to provide printing and mailing services associated with Community Guides, quarterly newsletters, and special event/project postcards.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed project. The FY23/FY24 Biennial Budget request will include funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

The City recently solicited proposals for printing and mailing services related to Community Guides, newsletters, and postcards. Two (2) proposals were submitted and reviewed by staff, and it is recommended Colonial Press be selected for this project. Colonial Press was the lowest, most responsible bidder meeting all specifications outlined in the RFP (a copy of the evaluation sheet is attached).

Bidder

Colonial Press – La Vista, NE
Aradius Group – Omaha, NE

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COLONIAL PRESS, LA VISTA, NEBRASKA, FOR PRINTING AND MAILING SERVICES.

WHEREAS, the Mayor and City Council have determined that printing and mailing services for Community Guides, newsletters, and postcards are necessary; and

WHEREAS, proposals were solicited, and two proposals were received and reviewed; and

WHEREAS, it is determined that Colonial Press is the lowest, most responsible bidder meeting all specifications outlined in the request for proposals; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Colonial Press, La Vista, Nebraska, for printing and mailing services.

PASSED AND APPROVED THIS 3RD DAY OF MAY 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

**CITY OF LA VISTA, NEBRASKA
AGREEMENT BETWEEN CITY AND VENDOR
FOR PRINTING AND MAILING SERVICES**

THIS AGREEMENT also referred to as "Contract" is made and entered into this _____ day of _____, 2022, by and between the City of La Vista, Nebraska, hereinafter the "City" and Colonial Press, hereinafter the "Vendor";

WITNESSETH:

WHEREAS, the City has caused to be prepared, General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents, for the materials and services herein described, and has approved and adopted these said Contract Documents and has caused to be published, an advertisement inviting sealed bids for furnishing materials, labor, tools, equipment and transportation necessary for, and in connection with this Agreement; and

WHEREAS, the Vendor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, the City, has opened, examined and reviewed the Bids submitted, and as a result of this review has, determined and declared the Vendor to be the lowest and most responsible bidder for providing the said materials and services, and has duly awarded to the said Vendor a contract therefore upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid Form attached to and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Vendor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Vendor will furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the work as designated, described and required by the Contract Documents, all in accordance with the General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents on file with the City Clerk of La Vista, Nebraska, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done and materials delivered in a good, substantial and workmanlike manner and to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Nebraska and the United States of America.

ARTICLE II. The City shall pay to the Vendor for the performance of the work embraced in this contract, and the Vendor will accept in full compensation therefore, the sum of money as noted below in the Publication Costs Chart. This will be referred to as Contract Price, (subject to adjustment as provided by and in accordance with the Contract Documents) for all work covered by and included in the contract award. The payment thereof to be made in cash or its equivalent and in

the manner provided in the Contract Documents. The City reserves the right to make additions and deletions to the Contract Documents as provided in the Contract Documents.

PUBLICATION COSTS CHART

Publication	Frequency	Cost Per Issue
Community Guide – Alternate 1 – 44 Pages	2 Issues per Year*	\$ 10,403.87
Community Guide – Alternate 2 – 48 Pages		\$ 10,843.48
Community Guide – Alternate 3 – 52 Pages		\$ 12,156.73
Newsletter – Alternate 1 – 16 pages	4 Issues per Year*	\$ 4,248.55
Newsletter – Alternate 2 – 20 pages		\$ 5,580.32
Newsletter – Alternate 3 – 24 pages		\$ 6,156.60
Newsletter Insert with Tabs	0 to 4 per Year	\$ 1,681.43
Postcards	0 to 5 per Year	\$ 1,196.94

** Since the contract start date will be June 1, 2022, there will only be one (1) issue of the Community Guide and two (2) issues of the Newsletter for the 2022 calendar year.*

ARTICLE III. The Vendor shall commence work on June 1, 2022 and will complete all work covered by this contract on or before December 31, 2024.

ARTICLE IV. The Vendor shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof without previous written consent of the City. No subcontracts, or other transfer of Contract, shall release the Vendor of its liability under the Contract.

ARTICLE V. Vendor specifically acknowledges and confirms that it has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement, that the contract Documents are not intended to create any third-party beneficiary relationship. Nor are they to authorize anyone, not a party to this Agreement, to maintain a suit for personal injuries or property damage, pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Nebraska.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents that apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE XI. Either party may at any time, upon forty-five (45) days prior written notice to the other party terminate this Agreement.

IN WITNESS WHEREOF, the City of La Vista, Nebraska has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed this Contract in the prescribed form and manner, the day and year first above written.

CITY OF LA VISTA, NEBRASKA

(SEAL)

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Vendor

(SEAL)

BY: _____
Signature

ATTEST:

Address

Secretary

City, State, Zip

Phone Number

Facsimile Number

Email Address

(If the president of the corporation or general partner of the partnership does not execute the Contract, please provide documentation, which authorizes the signatory to bind the corporation or partnership.)

**Printing Mailing Services
Proposal Evaluation Worksheet**

April 2022

	Proposal #1	Proposal #2	Proposal #3	Proposal #4	Proposal #5
Vendor Name	<u>Aradius Group</u>	<u>Colonial Press</u>	_____	_____	_____

Required Contents of Proposal					
Transmittal Letter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rate Proposal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
References	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Bidder	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sample Documents	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Community Event Guide					
Cost Per Issue - Alternate 1:	<u>\$ 10,927.45</u>	<u>\$ 10,403.87</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 2:	<u>\$ 10,584.25</u>	<u>\$ 10,843.48</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 3:	<u>\$ 12,155.96</u>	<u>\$ 12,156.73</u>	\$ _____	\$ _____	\$ _____

Postcards					
Cost Per Issue:	<u>\$ 1,346.75</u>	<u>\$ 1,196.94</u>	\$ _____	\$ _____	\$ _____

Newsletter					
Cost Per Issue - Alternate 1:	<u>\$ 4,776.49</u>	<u>\$ 4,248.55</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 2:	<u>\$ 6,031.76</u>	<u>\$ 5,580.32</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 3:	<u>\$ 6,285.92</u>	<u>\$ 6,156.60</u>	\$ _____	\$ _____	\$ _____

Newsletter Insert with Tabs					
Cost Per Issue:	<u>\$ 3,797.92</u>	<u>\$ 1,681.43</u>	\$ _____	\$ _____	\$ _____

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – APPLEWOOD CREEK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a professional services agreement with Schemmer to review the hydrologic and hydraulic (H&H) modeling as submitted for Applewood Creek in an amount not to exceed \$9,620.

FISCAL IMPACT

The FY21/FY22 Biennial Budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

As the Cimmaron Woods SID continues to work with the City to provide a solution to convey storm water through the BNSF railroad culvert near the southern boundary of the SID, and to understand potential downstream impacts to Applewood Creek, staff has requested that Schemmer review the H&H Modeling that was recently completed by the SID Engineer, E&A Consulting. The review is intended to confirm that the H&H study as performed by E&A conforms to standard engineering practice.

A copy of the scope is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SCHEMMER, OMAHA, NEBRASKA, TO REVIEW THE HYDROLOGY AND HYDRAULIC (H&H) MODELING ALONG APPLEWOOD CREEK IN AN AMOUNT NOT TO EXCEED \$9,620.

WHEREAS, the Mayor and City Council have determined that the review of the hydrologic and hydraulic analysis along Applewood Creek is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Schemmer, Omaha, Nebraska, to review hydrology and hydraulic modeling in an amount not to exceed \$9,620.

PASSED AND APPROVED THIS 3RD DAY OF MAY 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Bueth, MMC
City Clerk



Design with Purpose. Build with Confidence.

April 21, 2022

Mr. Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Re: Applewood Creek H&H Review Proposal
La Vista, NE

Dear Pat:

The Schemmer Associates Inc. (SCHEMMER) proposes to provide professional services to the City of La Vista (Client or Owner) in association with reviewing hydrology and hydraulic analysis along Applewood Creek in La Vista, NE. The development of this scope of services and compensation proposal is based in part on the following:

- Conversations with City staff
- Knowledge of the project area
- April 6, 2022, meeting with Pat Dowse and John Kottmann

I. SCOPE OF SERVICES

A. GENERAL

SCHEMMER shall render for Owner professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary engineering services incidental thereto.

Generally, these services include reviewing the report and associated models for the "Culvert Study FOR Applewood Creek" by E&A Consulting Group, Inc. dated January 17, 2022, (provided by the Owner) and provide a professional opinion on adherence to standard engineering practice.

B. DETAILED SCOPE OF SERVICES

1. Miscellaneous Correspondence with City

SCHEMMER will coordinate with the Owner to discuss the availability of information and findings.

2. "Culvert Study FOR Applewood Creek" Review

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

SCHEMMER will obtain drainage report and model files from the Owner and review engineering analysis methodology and adherence to standard engineering practice. In-depth review of drainage report supporting data will include evaluating the methodology for the hydrologic and HEC-RAS hydraulic models. It is anticipated the technical review includes two hydrologic models (HEC-HMS and AutoCAD Hydrographs) and a HEC-RAS hydraulic model (provided by the Owner).

SCHEMMER will verify FEMA requirements have been followed within the Preliminary and Effective floodplain.

SCHEMMER will prepare a letter documenting the findings of the review. The letter will also include suggested content within the hydrologic and/or hydraulic models to consider reexamining (if any).

3. Review Meeting with City

SCHEMMER will conduct a meeting with the City to discuss the findings of the review and respond to questions.

II. CRITERIA, ASSUMPTIONS AND EXCEPTIONS

1. SCHEMMER will not modify any hydrologic or hydraulic models received.
2. SCHEMMER does not take responsibility for accuracy of model input or output.
3. Review of proposed changes to the drainage basin is not included in this proposal.

III. COMPENSATION

A. Basic Services: Our proposed fee for performing the basic services shall be a not-to-exceed amount of nine-thousand six-hundred twenty dollars (\$9,620.00) paid per SCHEMMER standard hourly rates.

B. Additional Services: Additional Services as approved and directed by OWNER will be rendered by SCHEMMER on a lump sum or an hourly rate basis as agreed to at the time such services are requested. If services are to be provided per hourly rates, you will be invoiced in accordance with our Schedule of Hourly Rates in effect at the time the Additional Services are requested plus reimbursable expenses for such services.

IV. SCHEDULE

SCHEMMER shall commence services on the project immediately after receipt of Notice-to-Proceed and receipt of data/information from other parties as outlined herein.

Assumed Notice to Proceed: May 4, 2022
Findings Letter Submittal: May 27, 2022

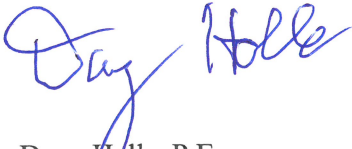
If the foregoing Proposal and attached General Conditions are agreeable, please indicate your acceptance by signing and returning one copy of this proposal. SCHEMMER will consider the signed proposal an Agreement between Owner and SCHEMMER for the services described herein.

Sincerely,

SCHEMMER

ACCEPTED:

City of La Vista, NE



Doug Holle, P.E.
Manager, Transportation Group

BY: _____

TITLE: _____

DATE: _____

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this

agreement in any way except by a writing, expressly varying the terms of this Agreement.

11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.
12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$50125,000. or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.
13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.
 - 13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.
 - 13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising

from use of the electronic media files or output generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.

- 13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.
- 13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.
14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.
15. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.
16. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT FOR BIDS – 84 TH STREET SIGNAL IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for traffic signal, pavement marking, and signage improvements to the intersection of 84th Street and City Centre Drive and the intersection of 84th Street and Main Street.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval

BACKGROUND

As part of the redevelopment work continuing within City Centre and in anticipation of the opening of the Astro Theatre in 2023, certain traffic signal, pavement marking and signage improvements to the intersections directly adjacent to City Centre are recommended to improve future traffic operations at the intersections. The 84th Street and City Centre Drive intersection work will include modifying the northbound right turn signal head and adding a point, tilt, zoom (PTZ) camera to aid in traffic monitoring. The 84th Street and Main intersection will change the westbound configuration east of the intersection to a dual left, shared thru/right and add a signal head inclusive of a flashing yellow arrow (FYA) for protected/permissive movements for the southbound left. There is also additional pavement marking on the west leg of the intersection as to clarify lane configuration along Brentwood Drive near the intersection of Granville Parkway.

Preparation of plans and specifications for this project have been completed by Felsburg, Holt and Ullevig (FHU). The Engineer’s estimate for the proposed work is \$43,000.00. The recommended schedule for bidding this work is:

Publish Notice to Contractors	May 11th, and May 18th, 2022
Open Bids	May 27th, 2022, at 11:00 am, City Hall
Council Award Contract	June 7th, 2022

The Notice to Contractors will also be posted on the City’s web site and at www.standardshare.com

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR TRAFFIC SIGNAL, PAVEMENT MARKING AND SIGNAGE IMPROVEMENTS TO THE INTERSECTION OF 84TH STREET AND CITY CENTRE DRIVE AND THE INTERSECTION OF 84TH STREET AND MAIN STREET.

WHEREAS, the Mayor and Council have determined that traffic signal, pavement marking and signage improvements to the intersection of 84th and City Centre Drive and the intersection of 84th Street and Main Street are necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	May 11, 2022 and May 18, 2022
Open Bids	May 27, 2022 at 11:00am at City Hall
City Council Award Contract	June 7, 2022

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for traffic signal, pavement marking and signage improvements to the intersection of 84th Street and City Centre Drive and the intersection of 84th Street and Main Street.

PASSED AND APPROVED THIS 3RD DAY OF MAY 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

84TH STREET
SIGNAL IMPROVEMENTS
PROJECT NO. STRT22007

Sealed proposals will be received by Pamela Buehe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 11:00 AM on the 27th day of May, 2022, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements for 84TH STREET SIGNAL IMPROVEMENTS, PROJECT.

At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

ITEM	DESCRIPTION	ESTIMATED QUANTITIES	
1	MOBILIZATION/DEMobilIZATION	1	LS
2	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS
3	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE	550	LF
4	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" YELLOW	235	LF
5	PERMANENT PREFORMED TAPE MARKING - TYPE 4, 5" WHITE DOTTED	75	LF
6	PERMANENT PREFORMED MARKING TAPE SYMBOL - TYPE DIRECTIONAL ARROW, WHITE	10	EA
7	FURNISH AND INSTALL TRAFFIC SIGNS	1	LS
8	REMOVE OVERHEAD SIGN	1	EA
9	REMOVE TRAFFIC SIGNAL	3	EA
10	INSTALL TRAFFIC SIGNAL, TYPE TS-1L W/T32 FACE, BKPLT, LED LAMPS & MA-5 MTG	2	EA
11	INSTALL TRAFFIC SIGNAL, TYPE TS-1 W/T31 FACE, BKPLT, LED LAMPS & MA-5 MTG	1	EA
12	INSTALL TRAFFIC SIGNAL, TYPE TS-1A W/T31 FACE, LED LAMPS & B-4 ALT MTG	1	EA
13	INSTALL TRAFFIC SIGNAL, TYPE TS-1LFF W/T43F FACE, BKPLT, LED LAMPS & MA-5 MTG	1	EA
14	INSTALL TRAFFIC SIGNAL, TYPE TS-1RR W/T52 FACE, BKPLT, LED LAMPS & B-4 ALT MTG	1	EA
15	TYPE A SIGN	37.5	SF
16	LOAD SWITCH	1	EA
17	CCTV CAMERA SYSTEM	1	EA

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by the City of La Vista, and now on file with the City Clerk.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Drawings, Specifications and Contract Documents may be examined online at www.standardshare.com. Search for the project name in the Plan Room found at www.standardshare.com. Downloadable PDF files and hardcopy prints may be procured from StandardSHARE or the offices of Standard Digital Imaging: 4424 South 108th Street, Omaha, NE 68137, 402-592-1292. All costs associated with obtaining documents are the responsibility of the bidder and are non-refundable. Project documents may also be examined at the office of the City Clerk of the City of La Vista, 8116 Park View Blvd., La Vista, NE 68128. In order to ensure bidders are aware of all issued documents pertaining to this opportunity – bids will be accepted only from those identified on the planholders list kept at the offices of Standard Digital Imaging/StandardSHARE.

The City reserves the right to waive informalities and to reject all or any bids.

CITY OF LA VISTA, NEBRASKA

Pamela Bueth, Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 3, 2022 AGENDA**

Subject:	Type:	Submitted By:
APPROVE PURCHASE AGREEMENT – CRRSAA FUNDS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving a Purchase - Sale Letter Agreement for Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) made between the Nebraska Department of Transportation (NDOT) and the City of La Vista.

FISCAL IMPACT

Cash payment from NDOT for \$108,115 for transportation related projects.

RECOMMENDATION

Approval

BACKGROUND

The Metropolitan Area Planning Agency (MAPA) received \$6,377,523 in CRRSAA funds which is to be divided among Local Public Agencies that are part of MAPA. The Local Public Agencies (LPA) agreed to sell to the State the right to use \$6,377,523 in exchange for the State making a cash payment to the LPA for 90% of the total dollar amount or \$5,739,770.70. The cash payment to the LPA reduces the number of federal requirements placed on projects and gives the LPA more latitude on spending the funding for transportation related projects. The City of La Vista will receive \$108,115.

RESOLUTION
SIGNING OF CRRSSA FUND PURCHASE AGREEMENT

City of La Vista

Resolution No. _____

Whereas: NDOT has previous entered into an agreement with the Metropolitan Area Planning Agency (MAPA) to purchase federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSSA) funds that were made available to entities within MAPA.

Whereas: The State's total cash payment will be equal to 90% of the CRRSSA federal funds purchased by the State from MAPA.

Be It Resolved: by the City Council of the City of La Vista that:

The Mayor of the City of LaVista is hereby authorized to sign the attached Project CRRSSA Fund Purchase Agreement between the City of La Vista and the NDOT.

Adopted this _____ day of _____, 2022 at _____ Nebraska.
(Month) (Year)

The City Council of the City of La Vista

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

Clerk

**FEDERAL-AID TRANSPORTATION FUND
PURCHASE-SALE LETTER AGREEMENT
CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT
(CRRSAA)**

Nebraska Department of Transportation

City of LaVista

THIS LETTER AGREEMENT made and entered into by and between the State of Nebraska, Department of Transportation, hereinafter referred to as the “State,” and City of LaVista, Nebraska, hereinafter referred to as Local Public Agency, or “LPA.”

RECITALS

WHEREAS, the Metropolitan Area Planning Agency (MAPA) had the right to use certain Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds for local federal-aid highway projects, and

WHEREAS, LPA, as an entity that is a part of MAPA, would have been entitled to use some of those CRRSAA funds, and

WHEREAS, MAPA has agreed to sell to State, in an Agreement dated July 28, 2021, attached hereto and made a part hereof, the right for State to purchase and use MAPA’s CRRSAA funds, for State federal-aid Highway projects, in exchange for a cash payment from State that will be allocated among and paid directly to each of the local governmental entities that are a part of MAPA (See attached Agreement for anticipated allocation), and

WHEREAS, the State’s total cash payment will be equal to 90% of the CRRSAA federal funds purchased by State from MAPA, and

WHEREAS, the Agreement between State and MAPA, (signed copy attached as Attachment A), contains limitations on the use that LPA can make of the cash payment received, and also includes a requirement for annual certifications from LPA to State concerning the LPA’s use of the cash payment, and

WHEREAS, the purpose of this Agreement is for LPA to agree to be bound by the terms of the State/MAPA Agreement in exchange for LPA receiving a share of the cash payment.

NOW, THEREFORE, in consideration of these facts, the State and the LPA agree as follows:

SECTION 1. Effective Date and Term of this Agreement. This Agreement will be effective only upon the execution of this Agreement by the State. The agreement will terminate when State has received final certification from LPA that all funds received from State's purchase of the CRRSAA funds have been expended by LPA consistent with the requirements of this Agreement.

SECTION 2. Obligations of LPA. In exchange for the receipt of LPA's share of the cash payment from State, for State's purchase of the CRRSAA funds from MAPA, LPA agrees to be fully bound by all of the obligations of MAPA under the attached agreement, including but not limited to, the Limitations on LPA's Use of the Cash Payment set out in Section 4, and the obligation of LPA to make annual certifications to State as required in Section 5 of the attached agreement.

SECTION 3. Obligations of State. State agrees to make direct payment to LPA for the share of the cash payment, expected to be in the amount shown in the attached agreement in the amount of \$108,115.00, and to meet any other obligations of the attached Agreement applicable to LPA.

IN WITNESS WHEREOF, the LPA and State hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this ____ day of _____, 2022.

WITNESS:

CITY OF LAVISTA

By _____

_____ Title

EXECUTED by the State this ____ day of _____, 2022.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By _____

_____ Title

**FEDERAL-AID TRANSPORTATION FUND
PURCHASE-SALE AGREEMENT
CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS
ACT (CRRSAA)**

**Nebraska Department of Transportation
Metropolitan Area Planning Agency**

THIS AGREEMENT made and entered into by and between the State of Nebraska, Department of Transportation, hereinafter referred to as the "State," and the Metropolitan Area Planning Agency, Nebraska, hereinafter referred to as Local Public Agency, or "LPA."

RECITALS

WHEREAS, the State and LPA have authority to enter into this Agreement and to expend funds pursuant to Neb. Rev. Stat. §§ 39-1307 and 66-4,100; and,

WHEREAS, under the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA), the LPA was allocated \$6,377,523.00 apportionment from the Highway Infrastructure Program for LPA's use in response to the losses suffered by the LPA as the result of the Coronavirus pandemic, and

WHEREAS, the federal-aid funds made available to the LPA are of a type that would also be eligible for use by the State for federal-aid projects on certain State highway and bridge projects; and,

WHEREAS, LPA wishes to sell to State the right to use \$6,377,523.00 of LPA's CRRSAA funds for Title 23 transportation purposes in exchange for State making a cash payment to LPA.

WHEREAS, the cash payment to be made by the State to local governments within MAPA will be equal to ninety percent (90%) of the total dollar amount of federal-aid funds purchased by the State ($\$6,377,523.00 \times .90\% = \$5,739,770.70$).

WHEREAS, the cash payment will be made to the local governments within MAPA no later than the end of federal fiscal year 2022, depending on State's sole determination of cash flow.

WHEREAS, State will use all of the \$6,377,523.00 received from the LPA to pay a portion of the expected construction costs for the upcoming State project identified as CN

22611, I-680 Bridges, and State will meet all standard federal-aid requirements for the use of those funds, and

WHEREAS, LPA will pass through to local governments within MAPA the cash received from State and such funds will be used by the local governments within MAPA only for the purposes set out in this agreement, and

WHEREAS, the LPA is interested in selling these federal-aid funds to the State on the terms and conditions set out in this Agreement, including certain limitations on the use of the cash received by LPA.

NOW, THEREFORE, in consideration of these facts, the State and the LPA agree as follows:

SECTION 1. Effective Date and Term of this Agreement. This Agreement will be effective only upon the execution of this Agreement by the State. This Agreement will terminate when State has received the last certification from the local governments within MAPA when all funds have been used constant with the terms of this agreement. The State may terminate this Agreement for any reason at any time by giving LPA advance notice 60 days prior to the date of termination.

SECTION 2. Calculation of LPA's share of the Federal-Aid Funds Purchase. The LPA is entitled to \$6,377,523.00 of CRRSSA funds and will be purchased by the State for use on a transportation project.

SECTION 3. Cash Payment Calculation and Payment Date. The cash payment to be made by the State to the local governments within MAPA will be equal to ninety percent (90%) of the total dollar amount of federal-aid funds sold by LPA to State. The total dollar amount of federal-aid funds purchased by the State is \$6,377,523.00 with a payout to the local governments within MAPA in the amount of \$5,739,770.70. Instead of paying MAPA the cash payment, State will make payment directly to the local governments within MAPA at the funding level listed in the following table:

Local Government	Funding
Douglas County	\$1,034,772
Sarpy County	\$750,265
Bellevue	\$360,233
Bennington	\$75,000
Gretna	\$75,000
La Vista	\$108,115
Omaha	\$2,804,680
Papillion	\$146,706
Ralston	\$75,000
Springfield	\$75,000
Valley	\$75,000
Waterloo	\$75,000
Boys Town	\$75,000
Cass County	\$10,000

SECTION 4. Limitations on LPA's and local governments with MAPA Use of Cash Payment. The portion of the cash payment received by the local government within MAPA from the State for the purchase of the funds shall be used solely for the transportation purposed eligible under CRRSAA or for the cost of construction, reconstruction, maintenance, or repair of public highways, streets, roads, or bridges and facilities, appurtenances, and roadway structures deemed necessary in connection therewith. LPA shall assist state in obtaining letter agreements from the local governments within MAPA to bind the local governments to the requirements of this section.

The phrase "facilities, appurtenances, and roadway structures deemed necessary in connection therewith," as used in the first sentence of this section, includes medians; accessory lanes; steps; handrails; sidewalks, adjoining trails, paths and related structures; drainage facilities such as storm sewers, curb or grate inlets, culverts, ditches, and other drainage structures; guardrails; lighting facilities; driveways; retaining walls and

other similar facilities that are necessary or desirable and directly related to the proper design of streets, roads and highways.

The local governments within MAPA shall segregate the cash payment and shall separately account for the cash payment received from the State within its accounting system. The cash payment funds may be used for any phase of an allowable project. The phases of an allowable project include but are not limited to: 1) preliminary engineering, 2) right-of-way acquisition, 3) utility relocations, 4) construction, and 5) construction engineering.

All roads and bridges shall be designed and constructed to meet the minimum standards of the Nebraska Board of Public Roads Classifications and Standards.

SECTION 5. Annual Certification of Use of Cash Payment and Action Required for Improper Use of Funds. Until all such funds have been used by the local governments within MAPA, each local government shall submit to State an annual certification in accordance with this agreement. The annual certification shall be filed with the Local Assistance Division of the State and the form shall be submitted by local government within 90 days after the end of sub entities fiscal year. Further, each local government within MAPA must immediately report to State any use of the cash payment for a nonconforming use under this Agreement. Within 60 days of discovery of any improperly diverted funds, the applicable local government within MAPA must provide the State with a repayment plan for that local government to replace the improperly diverted funds by depositing an equivalent amount of other local funds into the cash payment account. If the local government within MAPA fails to repay the funds or fails to provide a repayment plan that is acceptable to the State, the State will withhold local government's future annual payments until the applicable local government, repays all improperly diverted funds. If the local government within MAPA fails to meet the requirement of the prior sentence, the State may terminate this Agreement and apply any future funds of the local government within MAPA toward the repayment of the improperly diverted funds.

SECTION 6. Fund Distribution. Prior to the distribution of funds under his Agreement, LPA agrees to facilitate State obtaining a separate "Letter" Agreement from each of the local governments receiving a cash payment, with each entity agreeing to be

bound to the terms of this Agreement, including but not limited to the use of the cash distribution and the annual certification requirements.

SECTION 7. Additional Terms and Conditions. The parties agree to the following additional terms and conditions:

- A. Federal Legislation. The LPA authorizes the State to take such steps as are deemed by the State to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Surface Transportation Act for this Agreement. The terms of this Agreement are subject to changes in federal legislation. The State reserves the right to (1) terminate this Agreement, in the event such changes in federal law significantly impacts, nullifies or renders impractical the continuing purchase of LPA's federal-aid funds.
- B. Application of Purchased Funds. The LPA understands that the State, at its sole discretion, intends to use the federal-aid funds purchased from LPA for the I-680 Bridges project identified in the recitals above.
- C. Audits. The LPA agrees to make its records and books available at any time to representatives or designees of the State for audit.
- D. Applicable Law. The LPA agrees to follow all applicable laws governing the transaction set out in this Agreement and the use of the State payment for local street, road, or bridge projects.
- E. Local Ordinances and Resolutions. The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.
- F. Maintenance of and Commitments for Projects Constructed with Federal Funds. This Agreement does not relieve the LPA of maintaining, at its own expense, all transportation projects under its jurisdiction which have used, or will use federal funds in the future (see, 23 U.S.C. § 116). The LPA agrees to make provisions each year for the maintenance costs involved in properly maintaining all of its federal-aid routes and facilities. The LPA shall also be solely responsible for any required environmental commitments, including monitoring, and any other commitments made, after the

construction of projects on its federal-aid routes which have used, or will use federal funds in the future. In the event that the federal government withholds funds from the State related to LPA's failure to meet its obligations under this section, LPA agrees that the State, in addition to all other remedies, may withhold its future cash payments under this agreement until all funds are repaid.

- J. Right-of-Way. The LPA is advised to use or cause any sub entity to use the "Uniform Act" and keep good records when purchasing right-of-way for a project. The "Uniform Act" is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. § 24, entitled "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs."
- K. No Third-Party Benefits. No third-party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- L. Fair Employment Practices Act. The LPA agrees to abide by Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126, which is hereby made a part of and included in this Agreement by reference.

IN WITNESS WHEREOF, the LPA and State hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the LPA this 22 day of July, 2021.

WITNESS:

Pamela A. Suethe

METROPOLITAN AREA PLANNING AGENCY

By Douglas D. Kendej

MAPA Board Chair
Title

EXECUTED by the State this 28th day of July, 2021.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By Khalifa

Deputy Director - Engineering
Title