

**LA VISTA CITY COUNCIL MEETING AGENDA**

**July 18, 2023**

**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**

*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 July 5, 2023 City Council Meeting**
3. **Monthly Financial Report – May 2023**
4. **Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$43,419.40**
5. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$5,451.00**
6. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$513,439.00**
7. **Request for Payment – Nebraska Dept. of Transportation – Construction Services – Applewood Creek Trail – \$73,819.27**
8. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$31,647.41**
9. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

**B. Ordinance – Bond Issuance – Highway Allocation Fund Pledge Bond**

**C. Resolution – Approve Professional Services Agreement – Public Parking Services**

**D. Resolution – Approve Council Policy Statement – Rules & Regulations for Use of The Link**

**E. Ordinance – Amend Master Fee Ordinance – Parking Fees and Link Usage Base Fee**

**F. Resolution – Authorize Purchase – Mobile Stage**

**G. Resolution – Authorize Purchase – Public Safety Software**

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

**H. Executive Session – Contract Negotiations**

- **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.

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## MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

**LA VISTA CITY COUNCIL  
MEETING  
July 5, 2023**

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 July 5, 2023. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, City Engineer Dowse, Human Resources Director Lowery, Finance Director Harris, Community Development Director Fountain, Director of Public Works Soucie, Library Director Barcal, Police Captain Barcal and Assistant Recreation Director Karlson.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on June 21, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

**SWEAR IN POLICE SERGEANTS – NICK BOSWELL AND BRIAN MATHEW**

Mayor Kindig swore in Nick Bowell and Brian Mathew as Police Sergeants for the City of La Vista.

**A. CONSENT AGENDA**

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JUNE 20, 2023 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE JUNE 15, 2023 PLANNING COMMISSION MEETING
4. REQUEST FOR PAYMENT – LAMP RYNEARSON – PROFESSIONAL SERVICES – 2023 PAVEMENT CONDITION ASSESSMENT – \$789.70
5. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$21,960.83
6. REQUEST FOR PAYMENT – THIELE GEOTECH INC – CONSTRUCTION SERVICES – UBAS AT CRESTVIEW HEIGHTS – \$915.00
7. APPROVE MANAGER APPLICATION – CLASS D LIQUOR LICENSE – KWIK SHOP, INC. – CASSANDRA M. GERIH
8. APPROVAL OF CLAIMS

AA WHEEL & TRUCK SUPPLY, maint.	431.02
ACCO UNLIMITED CORP, supplies	1,400.40
ACTIVE NETWORK LLC, services	96.67
AKRS EQUIPMENT SOLUTIONS, maint.	1,314.74
ALFRED BENESCH & CO, services	37,156.50
AMAZON, supplies	2,054.59
AMERICAN HERITAGE LIFE INS CO, services	1,317.24
AT&T MOBILITY LLC, phones	98.24
AWARDS & MORE CO, services	86.62
BIG O BOUNCE LLC, services	495.00
BIG RED LOCKSMITHS, supplies	100.00
BISHOP BUSINESS EQUIPMENT, services	75.62
BOK FINANCIAL, bonds	173,900.00
CASEY, C., travel	828.05
CENTER POINT INC, books	260.07
CENTURY LINK/LUMEN, phones	849.78
CINTAS CORP, services	138.78
CITY OF PAPILLION, services	15,998.65
CORNHUSKER INTL TRUCKS INC, maint.	8,398.41
COX COMMUNICATIONS INC, services	143.65

# MINUTE RECORD

July 5, 2023

No. 729 — REDFIELD DIRECT E2106195KV

D & K PRODUCTS, supplies	736.38
DATASHIELD CORP, services	140.00
DEARBORN NAT'L LIFE INS CO, services	7,886.10
DELL MARKETING, services	4,965.25
DESIGN WORKSHOP INC, services	7,837.50
DIAMOND VOGEL PAINTS, supplies	329.42
DOUGLAS COUNTY SHERIFF'S OFC, services	200.00
DULTMEIER SALES LLC, maint.	234.15
ESSENTIAL SCREENS, services	1,148.35
FERGUSON ENTERPRISES, bld&grnds	175.18
FIRST WIRELESS INC, supplies	2,272.32
FUN EXPRESS LLC, services	81.11
GALE, books	323.88
GENERAL FIRE & SAFETY EQUIP CO, bld&grnds	2,484.50
GRACE KEMPKES, payroll	355.41
GRAINGER, supplies	132.98
GREAT PLAINS COMMUNICATION, services	777.60
GREAT PLAINS UNIFORMS, apparel	417.00
GREATAMERICA FINANCIAL, services	1,465.36
GRETNA WELDING INC, maint.	1,925.00
HANEY SHOE STORE, apparel	150.00
HARM'S CONCRETE INC, services	199.50
HARRIS, M., travel	168.99
HDR ENGINEERING INC, services	891.45
HITOUCH BUSINESS SERVICES, supplies	64.15
HOBBY LOBBY, supplies	71.97
HOME DEPOT, supplies	109.56
HONEYMAN RENT-ALL, services	3,674.66
INGRAM LIBRARY SERVICES, books	1,038.66
J & J SMALL ENGINE, services	33.98
JANITOR DEPOT MIDWEST LLC, supplies	228.28
JE DUNN CONSTRUCTION CO, services	1,363,830.00
JOHNSTONE SUPPLY CO, maint.	8.00
KINDIG, D., travel	193.88
KRIHA FLUID POWER CO, maint.	267.65
LV COMM FOUNDATION, services	800.00
LABRIE, DONALD P, services	1,012.50
LEXINGTON PUBLIC LIBRARY, books	39.99
LINCOLN NAT'L LIFE INS CO, services	6,718.29
LOGAN CONTRACTORS, supplies	97.91
LOGO LOGIX EMBROIDERY & SCREEN, apparel	23.00
MATHouser, CONNOR, services	280.00
MCANANY CONSTRUCTION, services	339,645.00
MEDICA INS CO, services	129,691.38
MENARDS-RALSTON, supplies	1,483.85
METLIFE, services	1,084.18
METRO AREA TRANSIT, services	2,521.00
MUD, utilities	27,988.82
MICHAEL TODD & CO, services	75.00
MICROFILM IMAGING SYSTEMS, services	850.00
MID-AMERICAN BENEFITS INC, services	11,223.72
MID-IOWA SOLID WASTE EQUIP CO, maint.	91.20
MID-STATES UTILITY TRAILER SALES, maint.	836.70
MIDWEST PLASTICS INC, supplies	68.70
MSC INDUSTRIAL, supplies	615.32
MURPHY TRACTOR/POWERPLAN, maint.	28.73
NEBRASKA LIFE MAGAZINE, services	25.00
NIXON, TIMOTHY, services	175.00

# MINUTE RECORD

July 5, 2023

No. 729 — REDFIELD DIRECT E2106195KV

NMC GROUP INC, maint.	541.39
OFFICE DEPOT INC, supplies	725.19
OMNI ENGINEERING, services	1,818.30
O'REILLY AUTO PARTS, maint.	2,439.35
PAPILLION SANITATION, services	707.45
PAYROLL MAXX, payroll & taxes	440,210.67
PROGRESSIVE BUSINESS TECH, supplies	68.50
QUALITY AUTO REPAIR, maint.	81.00
RDG PLANNING & DESIGN, services	355.00
REF'S SPORTS BAR & GRILL, services	2,106.00
REGAL AWARDS INC, services	982.90
RIVER CITY RECYCLING, supplies	125.69
ROBERT HALF, services	5,607.73
RON TURLEY ASSOCIATES INC, services	2,300.00
ROSE, PRESLEY, payroll	482.12
SARPY CO TIMES, services	146.61
SARPY COUNTY COURTHOUSE, services	4,496.00
SARPY COUNTY FISCAL ADMIN, services	10,544.00
SHAFFER COMMUNICATIONS INC, services	300.00
SHERWIN-WILLIAMS, supplies	9.36
SIGN IT, services	4,382.90
SIRCHIE ACQUISITION CO, supplies	330.68
SOUTHERN UNIFORM, apparel	385.85
SPENCER MANAGEMENT, services	431,836.65
TED'S MOWER SALES, supplies	317.40
THE WALDINGER CORP, bld&grnds	1,140.83
THOMPSON DREESSEN & DORNER, services	11,409.75
TRACTOR SUPPLY, maint.	37.44
TRUCK CENTER COMPANIES, maint.	53.76
TURFWERKS, maint.	1,908.83
U.S. CELLULAR, phones	1,872.13
UNITE PRIVATE NETWORKS LLC, services	4,400.00
UNITED STATES TREASURY, services	288.00
US BANK NAT'L ASSOC, supplies	33,728.13
VAL VERDE ANIMAL HOSPITAL INC, services	581.88
VCA MIDWEST VETERINARY, services	5,828.81
VERIZON WIRELESS, phones	749.16
VIERREGGER ELECTRIC CO, services	35,161.97
VINCENTINI PLUMBING INC, services	870.00
WESTLAKE HARDWARE INC, supplies	1,683.99
WHITE CAP LP, supplies	63.91
WHITE, SCOTT L, services	1,333.33

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Harris reported there will be a Budget Workshop after the City Council Meeting on July 18, 2023.

Community Development Director Fountain introduced the new Permit Technician, Lydia McCasland.

Library Director Barcal reported on a 4imprint one by one grant the Library received.

Assistant Recreation Director Karlson reported on upcoming events at the pool.

# MINUTE RECORD

Police Captain Barcal provided a fireworks update.

## **B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT**

### **1. PUBLIC HEARING**

At 6:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Citizen Advisory Review Committee - EDP Report. Michael Narak presented the report.

At 6:13 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **C. PRESENTATION – SEWER RATE STUDY FY25 – FY29**

Dave Naurman with Burns & McDonnell presented the Sewer Rate Study FY25 – FY29.

## **D. APPROVAL OF CLASS Z, L & CK LIQUOR LICENSE APPLICATIONS – NEBRASKA BEVERAGE PARTNERS, LLC DBA BRICKWAY BREWING & DISTILLING**

### **1. PUBLIC HEARING**

At 6:36 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Approval of Class Z, L & CK Liquor License Applications – Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling.

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

### **2. RESOLUTION**

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-074 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 A CLASS Z, L & CK LIQUOR LICENSE FOR NEBRASKA BEVERAGE PARTNERS, LLC DBA BRICKWAY BREWING & DISTILLING IN LA VISTA, NEBRASKA.

WHEREAS, Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling, 11941 Centennial Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class Z, L & CK 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 a Class Z, L & CK Liquor License submitted by Nebraska Beverage Partners, LLC dba Brickway Brewing & Distilling, 11941 Centennial Road, La Vista, Sarpy County, Nebraska.

# MINUTE RECORD

July 5, 2023

No. 729 — REDFIELD DIRECT E2106195KV

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

## **E. PLANNED UNIT DEVELOPMENT SITE PLAN – LOT 2 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT 3 AND LOTS 1, 2 AND 3 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT SEVEN**

### **1. PUBLIC HEARING**

At 6:38 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Planned Unit Development Site Plan – Lot 2 Mayfair 2<sup>nd</sup> Addition Replat 3 and Lots 1, 2 and 3 Mayfair 2<sup>nd</sup> Addition Replat Seven. Dave Kellner with TD2 gave a presentation.

At 6:55 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

Councilmember Thomas introduced Ordinance No. 1486 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1486. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **F. CONDITIONAL USE PERMIT – LOT 2 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT 3 AND LOTS 1, 2 AND 3 Mayfair 2<sup>ND</sup> ADDITION REPLAT SEVEN**

### **1. PUBLIC HEARING**

At 6:57 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – Lot 2 Mayfair 2<sup>nd</sup> Addition Replat 3 and Lots 1, 2 and 3 Mayfair 2<sup>nd</sup> Addition Replat Seven. Dave Kellner with TD2 gave a presentation.

At 6:57 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-075 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 HRC SAGEBROOK MULTIFAMILY, LLC FOR A MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENT ON LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT.

# MINUTE RECORD

No. 729 — REDFIELD DIRECT E2106195KV

July 5, 2023

WHEREAS, HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services) has applied for approval of a Conditional Use Permit for the construction and operation of multiple family dwellings (apartments and townhomes) on Lot 1 Mayfair 2<sup>nd</sup> Addition Replat Eight, generally located northeast of the intersection of S 99<sup>th</sup> Street and Hillcrest Plaza; and

WHEREAS, the La Vista Planning Commission reviewed the application on June 15, 2023 and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for HRC Sagebrook Multifamily, LLC to allow for the construction and operation of multiple family dwellings on Lot 1 Mayfair 2<sup>nd</sup> Addition Replat Eight.

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

## **G. REPLAT & SUBDIVISION AGREEMENT – MAYFAIR 2<sup>ND</sup> ADDITION REPLAT EIGHT**

### **1. RESOLUTION – APPROVE REPLAT**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-076 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2, AND 3 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT SEVEN TO BE REPLATTED AS LOT 1 MAYFAIR 2<sup>ND</sup> ADDITION REPLAT EIGHT, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2<sup>nd</sup> Addition Replat Seven, to be replatted as Lot 1 Mayfair 2<sup>nd</sup> Addition Replat Eight; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on June 15, 2023, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 2 Mayfair 2<sup>nd</sup> Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2<sup>nd</sup> Addition Replat Seven, to be replatted as Lot 1 Mayfair 2<sup>nd</sup> Addition Replat Eight, a subdivision located in the southeast quarter of the southeast quarter of Section 16, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northeast of the intersection of S 99<sup>th</sup> Street and Hillcrest Plaza, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement presented at this Council meeting.

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

# MINUTE RECORD

July 5, 2023

No. 729 — REDFIELD DIRECT E2106195KV

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

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-077 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR MAYFAIR 2<sup>ND</sup> ADDITION REPLAT EIGHT.

WHEREAS, the City Council did on July 5, 2023, approve of Mayfair 2<sup>nd</sup> Addition Replat Eight subject to certain conditions; and

WHEREAS, the Subdivider, HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services), as owner(s) of the affected lots agreed to execute the Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

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

## **H. ORDINANCE – CONTINUATION OF THE ½ PERCENT SALES TAX**

Councilmember Hale introduced Ordinance No. 1487 entitled: AN ORDINANCE CONTINUING THE TWO PERCENT (2 %) CITY SALES AND USE TAX ON ALL TRANSACTIONS WITHIN THE CITY OF LA VISTA AND WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX; TO PROVIDE FOR THE EFFECTIVE DATE OF SUCH TAX; TO PROVIDE FOR THE ADMINISTRATION OF SUCH TAX; TO PROVIDE FOR THE SUNSET DATE OF THE ONE-HALF PERCENT (½ %) LOCAL OPTION SALES TAX PORTION OF SUCH SALES AND USE TAX; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sheehan moved that the statutory rule requiring reading on three different days be suspended. Councilmember Sell seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

Councilmember Sell made a motion to approve final reading and adopt Ordinance 1487. Councilmember Thomas seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **I. RESOLUTION – AUTHORIZATION TO INVEST CITY FUNDS WITH NEBRASKA CLASS TRUST**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-078 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE CITY TO ENTER INTO A DECLARATION OF TRUST AND INTERLOCAL AGREEMENT TO BECOME A PARTICIPANT IN THE NEBRASKA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM TRUST (NEBRASKA CLASS TRUST).

WHEREAS, NEB. Const. art. XV, § 18(1) authorizes local government entities to exercise their powers and functions, including financing, jointly or in

# MINUTE RECORD

cooperation with other governmental entities and Nebraska law expressly allows public agencies to invest surplus or excess funds;

WHEREAS, NEB. REV. STAT. § 13-804 authorizes public agencies to enter into interlocal agreements in order for such agencies to take joint or cooperative action;

WHEREAS, the Nebraska Cooperative Liquid Assets Securities System Trust ("Nebraska CLASS Trust") has been formed pursuant to the provisions of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827;

WHEREAS, the Declaration of Trust and Interlocal Agreement and an Information Statement relating to the Nebraska CLASS Trust have been presented to this Governing Body;

WHEREAS, the Declaration of Trust authorizes public agencies to adopt and enter into the Declaration of Trust and become Participants of such trust;

WHEREAS, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Declaration of Trust and become a participant of the Nebraska CLASS Trust for the purpose of the joint investment of this Public Agency's money with those other public agencies so as to enhance the investment earnings accruing to each such public agency,

NOW THEREFORE, be it resolved as follows:

1. This Public Agency shall and does hereby join with other Nebraska public agencies in accordance with the provisions of Nebraska law and in accordance with the Interlocal Cooperative Act, as applicable, by becoming a Participant of the Nebraska CLASS Trust, and the Declaration of Trust and Interlocal Agreement, as amended from time to time, is hereby adopted by this reference with the same effect as if it had been set out verbatim in this Resolution. A copy of the Declaration of Trust is attached hereto and incorporated herein by this reference and shall be filed with the minutes of the meeting at which this Resolution was adopted.
2. The Trustees of the Nebraska CLASS Trust are hereby designated as having official custody of this Public Agency's monies which are invested in accordance with the Declaration of Trust.
3. Authorization is hereby given for members of this Governing Body and officials of this Public Agency to serve as Trustees of the Nebraska CLASS Trust from time to time if elected as such pursuant to the Declaration of Trust.
4. The Key Contact and Authorized Signatories are those persons listed on the Trust Registration Form attached hereto and incorporated herein. The Authorized Signatories are authorized by the Participant to direct the investment of such Participants' investment funds and to take all such actions deemed necessary or desirable to carry out the activities otherwise authorized by this Resolution, subject to the Authorized Signatories' obligation to take such actions only in the name of and for the benefit of this Participant.
5. The Key Contact and Authorized Signatories may be changed from time to time by written notice to Nebraska CLASS.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution being the same are hereby rescinded.

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

## J. RESOLUTION – AUTHORIZE – ICE MAKER – THE LINK

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-079 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY

# MINUTE RECORD

July 5, 2023

No. 729 — REDFIELD DIRECT E2106195KV

OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) SCOTSMAN ICE MAKER MACHINE FROM BULLER FIXTURE COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$13,823.17.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) Scotsman Ice Maker machine is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) Scotsman Ice Maker machine from Buller Fixture Company, Omaha, Nebraska in an amount not to exceed \$13,823.17.

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## K. EXECUTIVE SESSION – PERSONNEL

At 7:05 p.m. Councilmember Quick made a motion to go into executive session for protection of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:27 p.m. the Council came out of executive session. Councilmember Quick made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## L. POSSIBLE RESOLUTION – PERSONNEL DECISION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-080 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PERSONNEL DECISION OF THE CITY ADMINISTRATOR AND AUTHORIZING FURTHER ACTIONS.

WHEREAS, pursuant to §37.13 (C)(5)(c) of the Municipal Code of the City of La Vista and Article V, §5.3 (E)(3) of the Rules and Regulations of the Civil Service Commission of the City of La Vista, the City Council has reviewed and desires to approve the decision of the City Administrator to impose a suspension of more than 10 working days.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the decision of the City Administrator that Police Chief Robert Lausten be suspended without pay for 30 calendar days.

FURTHER RESOLVED, that the City Administrator or any designee of the City Administrator shall be authorized to take all actions as the City Administrator, or such designee determines necessary or appropriate arising out of or resulting from this Resolution.

# MINUTE RECORD

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

## **M. POSSIBLE RESOLUTION – RETIREMENT TRANSITION AGREEMENT AND RELEASE**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-081 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE A RETIREMENT TRANSITION AGREEMENT AND RELEASE WITH POLICE CHIEF ROBERT LAUSTEN AND AUTHORIZING FURTHER ACTIONS.

WHEREAS, Police Chief Robert Lausten has decided to retire, and the City Council of the City of La Vista desires the completion or assistance with a number of strategic initiatives and other projects before his retirement; and

WHEREAS, a Retirement Transition Agreement and Release ("Retirement Transition Agreement" or "Agreement") between the City and Chief Lausten is presented for this purpose.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the Retirement Transition Agreement.

FURTHER RESOLVED, that the Mayor shall be authorized to execute the Agreement, and the Mayor or any designee of the Mayor shall be authorized to take all actions as the Mayor or such designee determines necessary or appropriate arising out of or resulting from this Resolution or the Agreement.

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

## **COMMENTS FROM MAYOR AND COUNCIL**

There were no comments from Mayor or Council.

At 7:30 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2023.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

A-3

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OPERATING REVENUES</b>					
General Fund	\$ 24,324,606	\$ 1,773,635	\$ 14,394,775	\$ (9,929,832)	59%
Sewer Fund	4,908,972	462,907	3,257,894	(1,651,078)	66%
Debt Service Fund	18,862,129	366,414	2,489,029	(16,373,099)	13%
Capital Improvement Fund	352,305	9,250	32,629	(319,676)	9%
Lottery Fund	1,227,368	109,771	827,309	(400,059)	67%
Economic Development Program Fund	145,747	33,485	167,734	21,987	115%
Off Street Parking Fund	1,010	7,648	54,635	53,625	5409%
Redevelopment Fund	2,507,774	320,524	1,807,563	(700,212)	72%
Police Academy	214,640	158	185,667	(28,973)	87%
TIF 1A	389,569	191,906	191,906	(197,663)	49%
TIF 1B	491,954	242,341	242,341	(249,613)	49%
Sewer Reserve Fund	6,910	597	17,655	10,745	255%
Qualified Sinking Fund	2,740	1,862	6,186	3,446	226%
TIF 1C	48,302	23,794	23,794	(24,508)	49%
TIF 1D	21,672	10,676	10,676	(10,996)	49%
<b>Total Operating Revenues</b>	<b>53,505,699</b>	<b>3,554,969</b>	<b>23,709,793</b>	<b>(29,795,906)</b>	<b>44%</b>

**OPERATING EXPENDITURES**

General Fund	23,417,380	1,851,306	13,515,271	(9,902,109)	58%
Sewer Fund	4,472,406	116,408	2,640,399	(1,832,007)	59%
Debt Service Fund	3,060,191	20,283	2,397,933	(662,258)	78%
Capital Improvement Fund	—	—	—	—	—%
Lottery Fund	834,174	78,677	511,871	(322,302)	61%
Economic Development Program Fund	1,149,636	—	1,149,936	300	100%
Off Street Parking Fund	1,986,079	26,791	1,006,940	(979,140)	51%
Redevelopment Fund	2,966,664	—	704,368	(2,262,296)	24%
Police Academy	202,265	15,853	137,922	(64,343)	68%
TIF 1A	389,569	1,919	1,919	(387,650)	—%
TIF 1B	491,954	2,423	2,423	(489,531)	—%
Sewer Reserve Fund	—	—	—	—	—%
Qualified Sinking Fund	—	—	—	—	—%
TIF 1C	48,302	238	238	(48,064)	—%
TIF 1D	21,672	107	107	(21,565)	—%
<b>Total Operating Expenditures</b>	<b>39,040,290</b>	<b>2,114,005</b>	<b>22,069,327</b>	<b>(16,970,964)</b>	<b>57%</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OPERATING REVENUES NET OF EXPENDITURES</b>					
General Fund	907,226	(77,671)	879,503	(27,723)	
Sewer Fund	436,566	346,499	617,496	180,929	
Debt Service Fund	15,801,938	346,132	91,096	(15,710,842)	
Capital Improvement Fund	352,305	9,250	32,629	(319,676)	
Lottery Fund	393,195	31,095	315,438	(77,757)	
Economic Development Program Fund	(1,003,889)	33,485	(982,201)	21,687	
Off Street Parking Fund	(1,985,069)	(19,143)	(952,304)	1,032,765	
Redevelopment Fund	(458,890)	320,524	1,103,194	1,562,084	
Police Academy	12,375	(15,696)	47,745	35,370	
TIF 1A	—	189,987	189,987	189,987	
TIF 1B	—	239,918	239,918	239,918	
Sewer Reserve Fund	6,910	597	17,655	10,745	
Qualified Sinking Fund	2,740	1,862	6,186	3,446	
TIF 1C	—	23,556	23,556	23,556	
TIF 1D	—	10,569	10,569	10,569	
<b>Operating Revenues Net of Expenditures</b>	<b>14,465,408</b>	<b>1,440,964</b>	<b>1,640,466</b>	<b>(12,824,942)</b>	

**OTHER FINANCING  
SOURCES & USES**

**TRANSFERS IN**

General Fund	523,100	—	298,669	(224,431)	57%
Sewer Fund	700	—	—	(700)	—%
Debt Service Fund	300,000	—	300,000	—	100%
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	—	—	—	—	—
Economic Development Program Fund	1,034,681	1,034,681	1,034,681	—	—
Off Street Parking Fund	2,682,624	—	—	(2,682,624)	—%
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	—
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	—

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

TIF 1D	—	—	—	—	—
<b>Total Transfers In</b>	<b>11,861,738</b>	<b>1,034,681</b>	<b>1,853,983</b>	<b>(10,007,755)</b>	<b>16%</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**TRANSFERS OUT**

General Fund	(2,330,536)	(1,034,681)	(1,334,681)	995,855	57%
Sewer Fund	(220,633)	—	(220,633)	—	—%
Debt Service Fund	(8,286,769)	—	—	8,286,769	—%
Capital Improvement Fund	—	—	—	—	—
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	—	—	—	—	—
Off Street Parking Fund	(300,000)	—	(298,669)	1,331	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	—	—	—	—	—
Qualified Sinking Fund	—	—	—	—	—
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Transfers Out</b>	<b>(11,861,738)</b>	<b>(1,034,681)</b>	<b>(1,853,983)</b>	<b>10,007,755</b>	<b>16%</b>

**NET TRANSFERS**

General Fund	(1,807,436)	(1,034,681)	(1,036,012)	771,424	57%
Sewer Fund	(219,933)	—	(220,633)	(700)	100%
Debt Service Fund	(7,986,769)	—	300,000	8,286,769	—
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	1,034,681	1,034,681	1,034,681	—	—
Off Street Parking Fund	2,382,624	—	(298,669)	(2,681,293)	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	100%
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Net Transfers</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

	<b>Total All Funds</b>				
	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OTHER REVENUE: BOND PROCEEDS</b>					
Sewer Fund	—	—	—	—	—
Capital Improvement Fund	—	—	—	—	—
Economic Development	—	—	—	—	—
Program Fund	—	—	—	—	—
Off Street Parking Fund	—	—	—	—	—
Redevelopment Fund	—	—	—	—	—
<b>Total Bond Proceeds</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>OTHER EXPENDITURES: CIP</b>					
Sewer Fund	2,720,000	45,927	89,355	(2,630,645)	3%
Capital Improvement Fund	7,874,305	916,105	1,545,268	(6,329,037)	20%
Off Street Parking Fund	9,354,000	453,041	6,078,843	(3,275,157)	65%
Redevelopment Fund	17,786,142	1,546,309	9,672,489	(8,113,653)	54%
<b>Total Capital Improvement</b>	<b>37,734,447</b>	<b>2,961,382</b>	<b>17,385,954</b>	<b>(20,348,493)</b>	<b>46%</b>
<b>OTHER EXPENDITURES: GRANTS</b>					
Economic Development	5,500,000	—	1,939,031	(3,560,969)	35%
Program Fund	5,500,000	—	1,939,031	(3,560,969)	35%
<b>Total Grants</b>	<b>5,500,000</b>	<b>—</b>	<b>1,939,031</b>	<b>(3,560,969)</b>	<b>35%</b>
<b>NET FUND ACTIVITY</b>					
General Fund	(900,210)	(1,112,352)	(156,509)	743,701	
Sewer Fund	(2,503,367)	300,572	307,508	2,810,874	
Debt Service Fund	7,815,169	346,132	391,096	(7,424,073)	
Capital Improvement Fund	(672,000)	(906,855)	(1,512,638)	(840,638)	
Lottery Fund	(330,605)	31,095	315,438	646,043	
Economic Development	(5,469,208)	1,068,166	(1,886,551)	3,582,656	
Program Fund	(8,956,445)	(472,184)	(7,329,817)	1,626,629	
Off Street Parking Fund	(18,245,032)	(1,225,785)	(8,569,294)	9,675,737	
Police Academy	12,375	(15,696)	47,745	35,370	
TIF 1A	—	189,987	189,987	189,987	
TIF 1B	—	239,918	239,918	239,918	
Sewer Reserve Fund	227,543	597	238,288	10,745	
Qualified Sinking Fund	252,740	1,862	6,186	(246,554)	
TIF 1C	—	23,556	23,556	23,556	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

TIF 1D	—	10,569	10,569	10,569
<b>Net Activity</b>	<b>(28,769,039)</b>	<b>(1,520,418)</b>	<b>(17,684,519)</b>	<b>11,084,520</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Eighth Month Ending May 31, 2023**  
**67% of the Fiscal Year 2023**

**Total All Funds**

	<b>Ending Fund Balance As of</b>		
	<b>Budget</b> <b>9/30/2023</b>	<b>5/31/2023</b>	<b>Variance</b>
<b>FUND BALANCE</b>			
General Fund	14,796,731	16,216,989	1,420,258
Sewer Fund	1,050,539	3,857,766	2,807,227
Debt Service Fund	11,273,864	4,181,819	(7,092,045)
Capital Improvement Fund	2,166,423	1,530,213	(636,210)
Lottery Fund	4,607,532	4,987,198	379,666
Economic Development Program Fund	—	3,103,574	3,103,574
Off Street Parking Fund	583,255	1,613,592	1,030,337
Redevelopment Fund	3,907,240	14,109,688	10,202,448
Police Academy	142,152	181,434	39,282
TIF 1A	—	189,987	189,987
TIF 1B	—	239,918	239,918
Sewer Reserve Fund	2,195,066	2,205,818	10,752
Qualified Sinking Fund	781,626	535,243	(246,383)
TIF 1C	—	23,556	23,556
TIF 1D	\$ —	10,569	10,569
<b>Net Fund Balance</b>	<b>\$ 41,504,428</b>	<b>\$ —</b>	<b>\$ 52,987,363</b>
			<b>\$ 11,482,935</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property taxes	\$ 11,152,784	\$ 562,696	\$ 6,536,547	\$ (4,616,237)	59%
Sales and use taxes	4,917,452	509,486	3,165,827	(1,751,625)	64%
Motor vehicle taxes	516,364	42,736	330,502	(185,862)	64%
Payments in Lieu of taxes	202,989	177,932	177,932	(25,057)	88%
State revenue	2,103,008	163,211	1,407,567	(695,441)	67%
Occupation and franchise taxes	4,032,382	182,893	2,039,421	(1,992,961)	51%
Licenses and permits	524,122	36,430	248,117	(276,005)	47%
Interest income	26,300	48,857	135,132	108,832	514%
Recreation Revenue	190,450	33,697	120,669	(69,781)	63%
Grant Income	245,910	4,388	60,348	(185,562)	25%
Other	312,128	11,310	164,298	(147,830)	53%
Garage fees	100,717	—	8,416	(92,302)	8%
<b>Total Revenues</b>	<b>24,324,606</b>	<b>1,773,635</b>	<b>14,394,775</b>	<b>(9,929,832)</b>	<b>59%</b>
<b>EXPENDITURES</b>					
Administrative Services	611,240	47,644	402,995	(208,245)	66%
Mayor and Council	234,488	12,305	123,182	(111,306)	53%
Boards & Commissions	7,154	1,364	3,659	(3,495)	51%
Building Maintenance	793,780	35,207	327,975	(465,804)	41%
Administration	745,600	47,687	479,514	(266,086)	64%
Police and Animal Control	6,460,467	486,808	3,939,758	(2,520,709)	61%
Fire	2,821,318	226,324	1,810,314	(1,011,004)	64%
Community Development	769,345	51,501	443,364	(325,981)	58%
Public Works	4,712,703	356,900	2,503,506	(2,209,197)	53%
Recreation	1,023,745	119,917	515,387	(508,357)	50%
Library	1,125,468	76,014	658,304	(467,164)	58%
Information Technology	549,126	69,330	392,751	(156,375)	72%
Human Resources	1,108,281	74,030	663,139	(445,142)	60%
Public Transportation	128,328	9,671	66,105	(62,223)	52%
Finance	647,835	32,687	477,558	(170,277)	74%
Communication	309,992	23,578	207,238	(102,754)	67%
Capital outlay	1,368,510	180,339	500,522	(867,988)	37%
<b>Total Expenditures</b>	<b>23,417,380</b>	<b>1,851,306</b>	<b>13,515,271</b>	<b>(9,902,109)</b>	<b>58%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>907,226</b>	<b>(77,671)</b>	<b>879,503</b>	<b>(27,723)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	523,100	—	298,669	(224,431)	57%
Operating transfers out (DSF, OSP, CIP)	(2,330,536)	(1,034,681)	(1,334,681)	995,855	57%
<b>Total other Financing Sources (Uses)</b>	<b>(1,807,436)</b>	<b>(1,034,681)</b>	<b>(1,036,012)</b>	<b>771,424</b>	<b>57%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (900,210)</b>	<b>\$ (1,112,352)</b>	<b>\$ (156,509)</b>	<b>\$ 743,701</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Sewer Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Eighth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
User fees	\$ 4,780,971	\$ 452,220	\$ 3,202,202	\$ (1,578,769)	67%
Service charge and hook-up fees	125,110	2,860	21,483	(103,627)	17%
Miscellaneous	21	4	30	9	145%
<b>Total Revenues</b>	<b>4,906,102</b>	<b>455,083</b>	<b>3,223,716</b>	<b>(1,682,386)</b>	<b>66%</b>
<b>EXPENDITURES</b>					
Personnel Services	678,116	50,061	410,778	(267,338)	61%
Commodities	36,064	2,528	25,663	(10,401)	71%
Contract Services	3,414,165	48,631	1,916,684	(1,497,481)	56%
Maintenance	40,257	4,437	25,972	(14,285)	65%
Other	400	—	(1,133)	(1,533)	(283)%
Storm Water	59,926	10,750	12,550	(47,376)	21%
Capital Outlay	243,478	—	249,885	6,407	103%
Debt service					
Principal	—	—	—	—	—%
Interest	—	—	—	—	—%
<b>Total Expenditures</b>	<b>4,472,406</b>	<b>116,408</b>	<b>2,640,399</b>	<b>(1,832,007)</b>	<b>59%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>433,696</b>	<b>338,675</b>	<b>583,317</b>	<b>149,621</b>	
<b>NON-OPERATING REVENUE</b>					
Interest income	2,870	7,824	34,179	31,309	1191%
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<b>2,870</b>	<b>7,824</b>	<b>34,179</b>	<b>31,309</b>	<b>1191%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	700	—	—	(700)	—%
Operating transfers out	(220,633)	—	(220,633)	—	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(2,720,000)	(45,927)	(89,355)	2,630,645	3%
<b>Total other Financing Sources (Uses)</b>	<b>(2,939,933)</b>	<b>(45,927)</b>	<b>(309,988)</b>	<b>2,629,945</b>	<b>11%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (2,503,367)</b>	<b>\$ 300,572</b>	<b>\$ 307,508</b>	<b>\$ 2,810,874</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Debt Service Fund**

	<b>Budget</b> (12 month)	<b>Eighth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Property Taxes	\$ 898,223	\$ 44,969	\$ 526,422	\$ (371,801)	59%
Sales and use taxes	2,430,603	254,743	1,582,913	(847,690)	65%
Motor vehicle taxes	3,636	—	1,532	(2,104)	42%
Payments in Lieu of taxes	20,298	16,723	16,723	(3,575)	82%
Other (Assessments/Fire Reimbursement)	504,338	42,028	336,664	(167,674)	67%
Interest income	5,030	7,951	24,776	19,746	493%
Bond Proceeds	15,000,000	—	—	(15,000,000)	—%
<b>Total Revenues</b>	<b>18,862,129</b>	<b>366,414</b>	<b>2,489,029</b>	<b>(16,373,099)</b>	<b>13%</b>
<b>EXPENDITURES</b>					
Administration	69,507	659	6,443	(63,064)	9%
Fire Contract Bond	218,051	18,025	144,200	(73,851)	66%
Debt service					
Principal	2,100,000	1,599	2,048,099	(51,901)	98%
Interest	672,633	—	199,191	(473,442)	30%
<b>Total Expenditures</b>	<b>3,060,191</b>	<b>20,283</b>	<b>2,397,933</b>	<b>(662,258)</b>	<b>78%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>15,801,938</b>	<b>346,132</b>	<b>91,096</b>	<b>(15,710,842)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF Hwy Alloc)	300,000	—	300,000	—	100%
Operating transfers out (CIP, OSP)	(8,286,769)	—	—	8,286,769	—%
<b>Total other Financing Sources (Uses)</b>	<b>(7,986,769)</b>	<b>—</b>	<b>300,000</b>	<b>8,286,769</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 7,815,169</b>	<b>\$ 346,132</b>	<b>\$ 391,096</b>	<b>\$ (7,424,073)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Capital Improvement Program Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Eighth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 22,305	\$ 9,250	\$ 32,629	\$ 10,324	146%
Grant income	330,000	—	—	(330,000)	—%
Special assessment	—	—	—	—	—%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>352,305</b>	<b>9,250</b>	<b>32,629</b>	<b>(319,676)</b>	<b>9%</b>
<b>EXPENDITURES</b>					
Administration	—	—	—	—	—%
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>352,305</b>	<b>9,250</b>	<b>32,629</b>	<b>(319,676)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, LF)	6,850,000	—	—	(6,850,000)	—%
Operating transfers out (DSF)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital outlay	(7,874,305)	(916,105)	(1,545,268)	6,329,037	20%
<b>Total other Financing Sources (Uses)</b>	<b>(1,024,305)</b>	<b>(916,105)</b>	<b>(1,545,268)</b>	<b>(520,963)</b>	<b>151%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (672,000)</b>	<b>\$ (906,855)</b>	<b>\$ (1,512,638)</b>	<b>\$ (840,638)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Lottery Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Lottery Rev/Community Betterment	\$ 900,000	\$ 81,773	\$ 585,699	\$ (314,301)	65%
Lottery Tax Form 51	313,043	26,624	215,653	(97,390)	69%
Interest income	14,325	774	25,356	11,031	177%
Miscellaneous / Other	—	600	600	600	—%
<b>Total Revenues</b>	<b>1,227,368</b>	<b>109,771</b>	<b>827,309</b>	<b>(400,059)</b>	<b>67%</b>
<b>EXPENDITURES</b>					
Professional Services	109,580	71	33,589	(75,991)	31%
Salute to Summer	—	—	—	—	—%
Community Events	361,550	50,633	253,984	(107,566)	70%
Events - Marketing	50,000	1,349	8,646	(41,354)	17%
Recreation Events	—	—	—	—	—%
Concert & Movie Nights	—	—	—	—	—%
State Taxes	313,043	26,624	215,653	(97,390)	69%
<b>Total Expenditures</b>	<b>834,174</b>	<b>78,677</b>	<b>511,871</b>	<b>(322,302)</b>	<b>61%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>393,195</b>	<b>31,095</b>	<b>315,438</b>	<b>(77,757)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—
Operating transfers out (GF, SF, DSF, CIP)	(723,800)	—	—	723,800	—%
<b>Total other Financing Sources (Uses)</b>	<b>(723,800)</b>	<b>—</b>	<b>—</b>	<b>723,800</b>	<b>—%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (330,605)</b>	<b>\$ 31,095</b>	<b>\$ 315,438</b>	<b>\$ 646,043</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Economic Development Program Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Other Income (Grant Payments)	\$ 145,747	\$ 20,499	\$ 128,247	\$ (17,500)	88%
Interest income	—	12,987	39,487	39,487	—%
<b>Total Revenues</b>	<b>145,747</b>	<b>33,485</b>	<b>167,734</b>	<b>21,987</b>	<b>115%</b>
<b>EXPENDITURES</b>					
Professional Services	—	—	—	—	—%
Financial / Legal Fees	500	—	800	300	160%
Debt service: (Warrants)					
Principal	1,050,000	—	1,050,000	—	100%
Interest	99,136	—	99,136	—	100%
<b>Total Expenditures</b>	<b>1,149,636</b>	<b>—</b>	<b>1,149,936</b>	<b>300</b>	<b>100%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,003,889)</b>	<b>33,485</b>	<b>(982,201)</b>	<b>21,687</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF)	1,034,681	1,034,681	1,034,681	—	100%
Operating transfers out	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Community Development - Grant	(5,500,000)	—	(1,939,031)	3,560,969	35%
<b>Total other Financing Sources (Uses)</b>	<b>(4,465,319)</b>	<b>1,034,681</b>	<b>(904,350)</b>	<b>3,560,969</b>	<b>20%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (5,469,208)</b>	<b>\$ 1,068,166</b>	<b>\$ (1,886,551)</b>	<b>\$ 3,582,656</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Off Street Parking Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Garage fees	\$ —	\$ —	\$ 8,941	\$ 8,941	—%
Interest income	1,010	7,648	45,694	44,684	4524%
<b>Total Revenues</b>	<b>1,010</b>	<b>7,648</b>	<b>54,635</b>	<b>53,625</b>	<b>5409%</b>
<b>EXPENDITURES</b>					
General & Administrative	1,480	—	350	(1,130)	24%
Professional Services	170,465	15,914	123,392	(47,073)	72%
Maintenance	16,155	7,110	7,569	(8,586)	47%
Commodities	11,210	3,767	4,067	(7,143)	36%
Debt service:					
Principal	1,210,000	—	647,771	(562,229)	54%
Interest	576,769	—	223,790	(352,979)	39%
<b>Total Expenditures</b>	<b>1,986,079</b>	<b>26,791</b>	<b>1,006,940</b>	<b>(979,140)</b>	<b>51%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,985,069)</b>	<b>(19,143)</b>	<b>(952,304)</b>	<b>1,032,765</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, RDF)	2,682,624	—	—	(2,682,624)	—%
Operating transfers out	(300,000)	—	(298,669)	1,331	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(9,354,000)	(453,041)	(6,078,843)	3,275,157	65%
<b>Total other Financing Sources (Uses)</b>	<b>(6,971,376)</b>	<b>(453,041)</b>	<b>(6,377,512)</b>	<b>593,864</b>	<b>91%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (8,956,445)</b>	<b>\$ (472,184)</b>	<b>\$ (7,329,817)</b>	<b>\$ 1,626,629</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Redevelopment Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Sales and use taxes	\$ 2,430,603	\$ 254,743	\$ 1,582,913	(847,690)	65%
Occupation and franchise taxes	57,586	17	158	(57,428)	—%
Interest income	19,585	65,764	224,491	204,906	1146%
<b>Total Revenues</b>	<b>2,507,774</b>	<b>320,524</b>	<b>1,807,563</b>	<b>(700,212)</b>	<b>72%</b>
<b>EXPENDITURES</b>					
Professional Services	285,000	—	38,562	(246,438)	14%
Financial / Legal Fees	1,750	—	850	(900)	49%
Debt service: (Warrants)				—	—%
Principal	1,350,000	—	—	(1,350,000)	—%
Interest	1,329,914	—	664,957	(664,957)	50%
<b>Total Expenditures</b>	<b>2,966,664</b>	<b>—</b>	<b>704,368</b>	<b>(2,262,296)</b>	<b>24%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(458,890)</b>	<b>320,524</b>	<b>1,103,194</b>	<b>1,562,084</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out (OSP)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(17,786,142)	(1,546,309)	(9,672,489)	8,113,653	54%
<b>Total other Financing Sources (Uses)</b>	<b>(17,786,142)</b>	<b>(1,546,309)</b>	<b>(9,672,489)</b>	<b>8,113,653</b>	
<b>NET FUND ACTIVITY</b>	<b><u>\$(18,245,032)</u></b>	<b><u>\$ (1,225,785)</u></b>	<b><u>\$ (8,569,294)</u></b>	<b><u>\$ 9,675,737</u></b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Police Academy Fund**

	<b>Budget</b> (12 month)	<b>Eighth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of budget</b> <b>Used</b>
<b>REVENUES</b>					
Academy income	\$ 214,500	\$ 58	\$ 185,132	\$ (29,368)	86%
Interest income	140	100	536	396	383%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>214,640</b>	<b>158</b>	<b>185,667</b>	<b>(28,973)</b>	<b>87%</b>
<b>EXPENDITURES</b>					
Personnel Services	184,165	14,044	119,781	(64,383)	65%
Commodities	2,150	375	1,801	(349)	84%
Contract Services	10,450	1,354	6,202	(4,248)	59%
Other Charges	5,500	80	10,138	4,638	184%
<b>Total Expenditures</b>	<b>202,265</b>	<b>15,853</b>	<b>137,922</b>	<b>(64,343)</b>	<b>68%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>12,375</b>	<b>(15,696)</b>	<b>47,745</b>	<b>35,370</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 12,375</b>	<b>\$ (15,696)</b>	<b>\$ 47,745</b>	<b>\$ 35,370</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**TIF 1A Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 389,569	\$ 191,906	\$ 191,906	(197,663)	49%
<b>Total Revenues</b>	<b>389,569</b>	<b>191,906</b>	<b>191,906</b>	<b>(197,663)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	385,673	—	—	(385,673)	—%
Contract Services	3,896	1,919	1,919	(1,977)	49%
<b>Total Expenditures</b>	<b>389,569</b>	<b>1,919</b>	<b>1,919</b>	<b>(387,650)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	189,987	189,987	189,987	189,987
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	<b>\$ —</b>	<b>\$ 189,987</b>	<b>\$ 189,987</b>	<b>\$ 189,987</b>	<b>\$ 189,987</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**TIF 1B Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 491,954	\$ 242,341	\$ 242,341	(249,613)	49%
<b>Total Revenues</b>	<u>491,954</u>	<u>242,341</u>	<u>242,341</u>	<u>(249,613)</u>	<u>49%</u>
<b>EXPENDITURES</b>					
TIF Distributed Funds	487,034	—	—	(487,034)	—%
Contract Services	4,920	2,423	2,423	(2,497)	49%
<b>Total Expenditures</b>	<u>491,954</u>	<u>2,423</u>	<u>2,423</u>	<u>(489,531)</u>	<u>—%</u>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	239,918	239,918	239,918	239,918
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<b>NET FUND ACTIVITY</b>					
	<u>\$ —</u>	<u>\$ 239,918</u>	<u>\$ 239,918</u>	<u>\$ 239,918</u>	<u>\$ 239,918</u>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Sewer Reserve Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Interest income	\$ 6,910	\$ 597	\$ 17,655	10,745	255%
<b>Total Revenues</b>	<b>6,910</b>	<b>597</b>	<b>17,655</b>	<b>10,745</b>	<b>255%</b>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	6,910	597	17,655	10,745	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	220,633	—	220,633	—	100%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>220,633</b>	<b>—</b>	<b>220,633</b>	<b>—</b>	
<b>NET FUND ACTIVITY</b>					
	<b>\$ 227,543</b>	<b>\$ 597</b>	<b>\$ 238,288</b>	<b>\$ 10,745</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**Qualified Sinking Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Interest income	\$ 2,740	\$ 1,862	\$ 6,186	3,446	226%
<b>Total Revenues</b>	<b>2,740</b>	<b>1,862</b>	<b>6,186</b>	<b>3,446</b>	<b>226%</b>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	2,740	1,862	6,186	3,446	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	250,000	—	—	(250,000)	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>250,000</b>	<b>—</b>	<b>—</b>	<b>(250,000)</b>	
<b>NET FUND ACTIVITY</b>					
	<b>\$ 252,740</b>	<b>\$ 1,862</b>	<b>\$ 6,186</b>	<b>\$ (246,554)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**TIF 1C Fund**

	<b>Budget (12 month)</b>	<b>Eighth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 48,302	\$ 23,794	\$ 23,794	(24,508)	49%
<b>Total Revenues</b>	<b>48,302</b>	<b>23,794</b>	<b>23,794</b>	<b>(24,508)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	47,819	—	—	(47,819)	—%
Contract Services	483	238	238	(245)	49%
<b>Total Expenditures</b>	<b>48,302</b>	<b>238</b>	<b>238</b>	<b>(48,064)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	23,556	23,556	23,556	23,556
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	<b>\$ —</b>	<b>\$ 23,556</b>	<b>\$ 23,556</b>	<b>\$ 23,556</b>	<b>\$ 23,556</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Eighth Month Ending May 31, 2023**

**67% of the Fiscal Year 2023**

**TIF 1D Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Property Tax	\$ 21,672	\$ 10,676	\$ 10,676	(10,996)	49%
<b>Total Revenues</b>	<b>21,672</b>	<b>10,676</b>	<b>10,676</b>	<b>(10,996)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	21,455	—	—	(21,455)	—%
Contract Services	217	107	107	(110)	49%
<b>Total Expenditures</b>	<b>21,672</b>	<b>107</b>	<b>107</b>	<b>(21,565)</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	10,569	10,569	10,569	10,569
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	<b>\$ —</b>	<b>\$ 10,569</b>	<b>\$ 10,569</b>	<b>\$ 10,569</b>	<b>\$ 10,569</b>



5022 S 114th Street  
Suite 200  
Omaha, NE 68137  
(712) 323-0530

**City of LaVista**  
Attn: Mr. Patrick Dowse, P.E.  
9900 Portal Road  
LaVista, NE 68128

## INVOICE

Invoice Number: 702619-20  
Date: June 27, 2023  
Client Code: 7220  
P.O. Number: 20-008340

**Progress billing for engineering services for the East LaVista Sewer and Pavement Rehabilitation - Phase 2 Final Design, per agreement dated June 4, 2019 & Amendments..**

**Construction Observation, Administration & Testing Through: June 15, 2023**

	Hours	Rate	Current Period	Billed To Date
<b>001: Phase I Investigation (LS \$53,340)</b>		90% Complete		<b>\$48,006.00</b>
<b>002: Trekk (\$90,420) (Hrly)</b>				<b>\$89,172.71</b>
<b>003: Thiele Geotech (\$18,675) (Hrly)</b>				<b>\$19,200.00</b>
<b>004: Emspace &amp; Lovgren (\$9,775) (Hrly)</b>				<b>\$11,809.67</b>
<b>005: Amendment 1 HGM (LS \$923)</b>		100% Complete		<b>\$923.00</b>
<b>006: Amendment 1 TREKK (\$4,000) (Hrly)</b>				<b>\$4,000.00</b>
<b>007: Phase 2 Final Design (Hrly)</b>				<b>\$201,345.71</b>
<b>008: Phase 2 Final Design TREKK (Hrly)</b>				<b>\$64,665.61</b>
<b>009: Phase 2 Final Design Emspace (Hrly)</b>				<b>\$10,763.73</b>
<b>010: Midwest Right of Way (\$58,725) (Hrly)</b>				<b>\$20,205.00</b>
<b>011: Construction Admin (Hrly)</b>				
Administrative Assistant IV	0.75	90.56	\$67.92	
Design Engineer	152.00	136.32	\$20,720.64	
Design Engineer	108.50	140.00	\$15,190.00	
Engineer Technician	34.75	116.80	\$4,058.80	
Engineer Technician IV	2.50	60.80	\$152.00	

## Project 702619 E. Lavista - Sewer &amp; Pavement Rehab Phase I Investigation

Invoice 702619-20

	Hours	Rate	Current Period	Billed To Date
Senior Project Engineer	3.00	223.68	<u>\$671.04</u>	<u>\$40,860.40</u>
				<b>\$117,348.76</b>

## 012: Const. Testing - Thiele Geotech (\$93,873) (Hrly)

Thiele Geotech, Inc.	<u>\$2,559.00</u>	<u>\$2,559.00</u>	<b>\$2,559.00</b>
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Total Amount Billed	<b>\$589,999.19</b>
Less Previous Invoices	<b>\$546,579.79</b>
<b>Invoice Total</b>	<b><u>\$43,419.40</u></b>

## Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
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OH TO PAY  
 PMD 7/3/23  
 02,71,0917.00 - SEWER 1301  
 (48%) SEWER = \$20,841.31  
 (52%) STREETS = \$22,576.09

**Invoice**

# olsson

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

June 26, 2023  
 Invoice No: 460797

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

**Invoice Total** **\$5,451.00**

Olsson Project # 022-03277

La Vista City Park Pavilion Testing

Professional services rendered through June 10, 2023 for work completed in accordance with our Agreement dated June 1, 2022.

**Phase** 300 **Concrete**  
**Labor**

		Hours	Rate	Amount
Technician		29.50	60.00	1,770.00
<b>Totals</b>		29.50		1,770.00
<b>Total Labor</b>				<b>1,770.00</b>

**Unit Billing**

Field Vehicle 1435	8.0 Miles @ 0.75	6.00
Field Vehicle 1424	8.0 Miles @ 0.75	6.00
Field Vehicle 1380	12.0 Miles @ 0.75	9.00
Field Vehicle 1425	47.0 Miles @ 0.75	35.25
Field Vehicle 1264	39.0 Miles @ 0.75	29.25

## Compressive Strength - Concrete

5/4/2023	5 Tests @ \$17/Test	85.00
5/4/2023	5 Tests @ \$17/Test	85.00
5/9/2023	5 Tests @ \$17/Test	85.00
5/23/2023	5 Tests @ \$17/Test	85.00
5/26/2023	5 Tests @ \$17/Test	85.00
6/1/2023	5 Tests @ \$17/Test	85.00
<b>Total Units</b>		<b>595.50</b>
		<b>595.50</b>
	<b>Total this Phase</b>	<b>\$2,365.50</b>

**Phase** 400 **Project Management**  
**Labor**

		Hours	Rate	Amount
Project Manager		6.00	115.00	690.00
<b>Totals</b>		6.00		690.00
<b>Total Labor</b>				<b>690.00</b>

Project	022-03277	La Vista City Park Pavilion Testing	Invoice	460797
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**Total this Phase** **\$690.00**

Phase 500 SWPPP  
**Fee**

Number of internal units	1.00
Fee Each	900.00
Subtotal	900.00

**Subtotal** **900.00**

**Total this Phase** **\$900.00**

Phase 540 Segmental Retaining Wall  
**Labor**

	Hours	Rate	Amount
Technician	23.50	60.00	1,410.00
Totals	23.50		1,410.00
<b>Total Labor</b>			<b>1,410.00</b>

**Unit Billing**

Field Vehicle 1196	99.0 Miles @ 0.75	74.25
Field Vehicle 1425	15.0 Miles @ 0.75	11.25
<b>Total Units</b>		<b>85.50</b>
	<b>Total this Phase</b>	<b>\$1,495.50</b>

**AMOUNT DUE THIS INVOICE** **\$5,451.00**

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

*ChP PA-1  
PMO 7/3/23*

16.71.0917.000 - PARK18001

**INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS**

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES \_\_\_\_\_

TO OWNER: City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
5825 South 14th Street  
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group  
[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)  
[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)  
[dpenka@dlrgroup.com](mailto:dpenka@dlrgroup.com)  
[jchase@dlrgroup.com](mailto:jchase@dlrgroup.com)

APPLICATION NO: 19

PERIOD TO: 6/30/2023

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 12,514,000.00
2. Net change by Change Orders	\$ 19,686.87
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 12,533,686.87
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 11,394,765.00
5. RETAINAGE:	
a. % of (Column D + E on G703)	654,970.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 654,970.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 10,739,795.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 10,226,356.00
8. CURRENT PAYMENT DUE	\$ 513,439.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,793,891.87

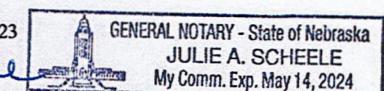
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$63,411.44	\$43,724.57
Total approved this Month		
TOTALS	\$63,411.44	\$43,724.57
NET CHANGES by Change Order	\$19,686.87	

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

CONTRACTOR: Sampson Construction Co., Inc.

By: Justin Shupel Date: 6/28/23

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 28th day of June 2023  
Notary Public: Julie A. Scheele  
My Commission expires: 5-14-2024



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 513,439.00

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

By: Matthew Gulsvig, AIA Date: 6/30/2023

Digitally signed by Matthew Gulsvig, AIA  
CN: DLR-Architect, CN#: Matthew.Gulsvig@dlrgroup.com, O:DLR Group,  
Date: 2023-06-30 09:20:38-05'00'

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

OK TO PAY  
PND 7/3/23  
15-71-0917.CCE-C MOU 18002

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 19  
APPLICATION DATE: 6/28/2023  
PERIOD TO: 6/30/2023  
ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	REINFORCING STEEL	701,000	701,000			701,000	100%	35,050
2	POST TENSION CABLE	197,000	197,000			197,000	100%	9,850
3	FOOTINGS & POURED WALLS	1,239,000	1,239,000			1,239,000	100%	61,950
4	CAST IN PLACE COLUMNS	233,000	233,000			233,000	100%	11,650
5	SLAB AND BEAM FORMWORK	1,426,000	1,426,000			1,426,000	100%	71,300
6	CONCRETE SLABS	1,761,000	1,750,501	10,499		1,761,000	100%	88,050
7	STRUCTURAL PRECAST	1,522,000	1,522,000			1,522,000	100%	76,100
8	MASONRY	39,000	33,000	3,000		36,000	92%	3,000
9	STEEL MATERIAL	349,000	334,673	10,819		345,492	99%	3,508
10	STEEL & PRECAST ERECTION	199,000	152,971	39,000		191,971	96%	7,029
11	ROUGH CARPENTRY	6,000	4,000	2,000		6,000	100%	600
12	SPRAY FOAM INSULATION	6,000	6,000			6,000	100%	300
13	TRAFFIC COATING	8,000						8,000
14	WATERPROOFING	94,455	84,827			84,827	90%	9,628
15	WATER REPELLANTS	2,000						2,000
16	ROOFING & FLASHING	62,000	48,000	12,000		60,000	97%	2,000
17	METAL WALL PANELS	941,000	816,626	79,440		896,066	95%	44,934
18	JOINT SEALANTS	153,232	40,000	33,000		73,000	48%	80,232
19	PREFORMED JOINT SEALS	7,545		7,545		7,545	100%	755
20	FIRESTOPPING	6,000	4,000			4,000	67%	2,000
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	41,240			41,240	94%	2,760
22	ALUMINUM & GLAZING	305,000	86,790	90,000		176,790	58%	128,210
23	METAL STUDS & DRYWALL	108,000	87,167	13,000		100,167	93%	7,833
24	TILE & RESILIENT FLOORING	4,000						4,000
25	PAINT	230,000	33,880	145,000		178,880	78%	51,120
26	SEALED CONCRETE	3,768						3,768
27	MISC. SPECIALTIES	5,000	5,000			5,000	100%	250
28	SIGNAGE	108,000						108,000
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	55,000			55,000	54%	47,000
30	ELEVATOR	265,000	93,889			93,889	35%	171,111

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 19

APPLICATION DATE: 6/28/2023

PERIOD TO: 6/30/2023

ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	FIRE SPRINKLER	47,000	37,000	5,300		42,300	90%	4,700	4,230
32	PLUMBING & HVAC	352,000	298,058	38,000		336,058	95%	15,942	17,600
33	ELECTRICAL	861,000	579,000	35,000		614,000	71%	247,000	61,400
34	EXCAVATION & SITE DEMO	276,000	262,780	13,220		276,000	100%		13,800
35	AUGER CAST PILING	323,000	323,000			323,000	100%		16,150
36	PAVING & SIDEWALKS	100,000						100,000	0
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	262,040			262,040	94%	17,960	14,000
41	PERFORMANCE & PAYMENT BOND	63,000	63,000			63,000	100%		3,150
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		350
43	OWNER CHANGE ORDER #2	(43,725)						(43,725)	0
44	OWNER CHANGE ORDER #3	63,411	15,500	15,000		30,500	48%	32,911	3,050
<b>GRAND TOTALS</b>		<b>12,533,686</b>	<b>10,842,942</b>	<b>551,823</b>		<b>11,394,765</b>	<b>91%</b>	<b>1,138,921</b>	<b>654,970</b>

## INVOICE

TO: CITY OF LAVISTA  
8116 PARK VIEW BLVD  
  
LAVISTA                   NE 68128

## Billing Address:

Nebraska Department of Transportation  
c/o Controller Division  
1500 Nebraska Parkway  
PO Box 94759  
Lincoln NE 68509-4759

	DATE 06-14-2023	ACCOUNT NUMBER L2075	INVOICE NUMBER 0647280
COST DESCRIPTION	COST		
PROJECT NO. TAP-77 (61) CONTROL NO. 22757 AGREEMENT BM1802 APPLEWOOD CREEK TRAIL, LAVISTA			
SEE ATTACHED FOR DETAILS			
AMOUNT DUE THIS INVOICE	\$ 73,819.27		73,819.27
CONTACT J CRUNK	AT 402-479-4305 WITH ANY QUESTIONS		
PREPARED BY: S WURSTER	DESCRIPTION TAP-77(61)		PAY THIS AMOUNT 73,819.27

DETACH THIS PORTION AND RETURN WITH A PAYMENT

06-14-2023

Make Checks Payable to & Mail to:

Nebraska Dept. of Transportation

c/o Controller Division  
1500 Nebraska Parkway  
PO Box 94759  
Lincoln NE 68509-4759

CITY OF LAVISTA

CUSTOMER NAME

DATE OF INVOICE

TERMS

This amount is due  
upon receipt of this  
invoice

SPD NUMBER

INVOICE NUMBER  
0647280ACCOUNT NUMBER  
L2075

73,819.27

## INVOICE SUPPORT DETAIL

**Responsible Party:** City of LaVista  
**Project No.** TAP-77(61)  
**Control No.** 22757  
**Agreement No.** BM1802  
**Expenses Thru:** June 13, 2022  
**Description:** Applewood Creek Trail, LaVista  
**Invoice:** 0647280

Work Phase	Total Expenses	City Funding Percent	City Costs Share
<b>Preliminary Engineering:</b>			
NDOT Expenses to Date	6,798.65	20%	1,359.73
Consultant Agreement BK1915 Schemmer Associates, Inc	282,392.85	20%	56,478.57
Consultant Agreement BK1916 Benesch and Company/Alfred	58,274.30	20%	11,654.86
Audit fees:	322.46	20%	64.49
<b>Right of Way:</b>			
NDOT Expenses to Date	36,655.19	20%	7,331.04
<b>Construction:</b>			
Hawkins Construction Company Paid to Date: Estimates From: 8/22/2022 to 5/27/2023	1-16 2,180,668.27	20%	436,133.65
<b>Construction Engineering:</b>			
NDOT Expenses to Date	44.07	20%	8.81
Consultant Agreement BK2248 Schemmer Associates, Inc.	291,210.16	20%	58,242.03
<b>Total City Cost Share</b>	<b>571,273.18</b>		
<b>Less Previous Invoices</b>	<b>\$ (497,453.91)</b>		
<b>Total Due this invoice</b>	<b>73,819.27</b>		

NOTE: NDOT expenses include labor and operating costs.

OK TO PAY  
 PMO 7/3/23  
 05.71.0917.000 - Part 19001

3201      000      0124      6211

Fund ID      4  
 App      4276



Value Focused. Community Minded. Quality Driven.

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

July 11, 2023

Project No: 00120802.00  
 Invoice No: 250717

Preliminary & Final Design  
 Terry Drive, Lillian Avenue & South 78th Street  
 Pavement Rehabilitation

**Professional Services from June 5, 2023 to July 2, 2023**

Task	00000	Project Management & Meetings	Hours	Rate	Amount
<b>Professional Personnel</b>					
E2a Proj Scientist II, Proj Engineer II					
Higgins, John			.50	176.00	88.00
Totals			.50		88.00
		<b>Total Labor</b>			<b>88.00</b>
				<b>Total this Task</b>	<b>\$88.00</b>
 -----					
Task	00101	Construction Project Management	Hours	Rate	Amount
<b>Professional Personnel</b>					
E2a Proj Scientist II, Proj Engineer II					
Higgins, John			4.00	176.00	704.00
Parks, Thomas			2.00	176.00	352.00
E3b Proj Coord I, Const Rep II					
Giese, George			17.50	127.00	2,222.50
Totals			23.50		3,278.50
		<b>Total Labor</b>			<b>3,278.50</b>
				<b>Total this Task</b>	<b>\$3,286.00</b>
 -----					
Task	00102	Construction Observation	Hours	Rate	Amount
<b>Professional Personnel</b>					
E4 Sr Tech, Sr Insp, Sr Env Tech					
Means, Kevin			4.00	110.00	440.00
E5 Eng Tech II, Insp II, Env Tech II					
Gutiérrez, Omar			200.50	98.00	19,649.00

Project	00120802.00	LaVista Terry, Lillian & 78th Rehab	Invoice	250717
E6 Eng Tech I, Insp I, Env Tech I				
Alajmi, Abdallah	66.00	84.00	5,544.00	
E9 Project Assistant I Intern I				
Sullivan, Jack	6.50	72.00	468.00	
Totals	277.00		26,101.00	
<b>Total Labor</b>				<b>26,101.00</b>

#### Reimbursable Expenses

Mileage				
6/22/2023	Alajmi, Abdallah	36 miles @ \$.655/mile	23.58	
6/23/2023	Alajmi, Abdallah	39 miles @ \$.655/mile	25.55	
6/26/2023	Alajmi, Abdallah	41 miles @ \$.655/mile	26.86	
6/27/2023	Alajmi, Abdallah	39 miles @ \$.655/mile	25.55	
6/28/2023	Alajmi, Abdallah	45 miles @ \$.655/mile	29.48	
6/30/2023	Alajmi, Abdallah	38 miles @ \$.655/mile	24.89	
	<b>Total Reimbursables</b>		<b>155.91</b>	<b>155.91</b>

#### Unit Billing

7/2/2023	2021 Nissan Frontier-WTT949 23V3F4	516.0 Miles @ 0.75	387.00	
7/2/2023	2019 Chevy Equinox-WBR361 22WD5K	26.0 Miles @ 0.75	19.50	
	<b>Total Units</b>		<b>406.50</b>	<b>406.50</b>
		<b>Total this Task</b>		<b>\$26,663.41</b>

Task 00103 Materials Sampling & Testing

<b>Unit Billing</b>				
CL2 Comp Strength of 6"x12" Cylinders		28.0 Each @ 28.00	784.00	
M2 Trip Charge		7.0 Each @ 118.00	826.00	
	<b>Total Units</b>		<b>1,610.00</b>	<b>1,610.00</b>
		<b>Total this Task</b>		<b>\$1,610.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	31,647.41	86,192.38	117,839.79
Limit			251,038.00
Remaining			133,198.21
<b>Total this Invoice</b>			<b><u>\$31,647.41</u></b>

OK to pay

05.71.0917.000 - STRT23912

7/12/23

J.C.

7/14/2023 10:22:45 AM

User: mgustafson

DB: La Vista

## ACCOUNTS PAYABLE CHECK REGISTER

Page: 1/4

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2606(E)	06/30/2023	ACTIVE NETWORK LLC	69.22	N
2607(E)	06/30/2023	FNIC	6,730.75	N
2608(E)	06/30/2023	GREATAMERICA FINANCIAL SERVICES	128.65	N
2609(E)	06/30/2023	MID-AMERICAN BENEFITS INC	1,189.58	N
139975	07/06/2023	CENTURY LINK/LUMEN	236.57	N
139976	07/06/2023	ICMA MEMBERSHIP RENEWALS	200.00	N
139977	07/06/2023	LAMP RYNEARSON & ASSOCIATES	789.70	N
139978	07/06/2023	RDG PLANNING & DESIGN	21,960.83	N
139979	07/06/2023	THIELE GEOTECH INC	915.00	N
2610(E)	07/13/2023	ACTIVE NETWORK LLC	218.04	N
2611(E)	07/13/2023	CENTURY LINK/LUMEN	79.57	N
2612(E)	07/13/2023	CNA SURETY	1,177.50	N
2613(E)	07/13/2023	ESSENTIAL SCREENS	459.28	N
2614(E)	07/13/2023	GREAT PLAINS COMMUNICATION	777.60	N
2615(E)	07/13/2023	MID-AMERICAN BENEFITS INC	3,210.55	N
2616(E)	07/13/2023	NE DEPT OF REVENUE-SALES TAX	944.29	N
2617(E)	07/13/2023	OMAHA PUBLIC POWER DISTRICT	42,316.08	N
2618(E)	07/13/2023	PAYROLL MAXX	511,011.67	N
2619(E)	07/13/2023	ROBERT HALF	5,430.83	N
139980	07/13/2023	ANDERSON AUTO GROUP LINCOLN	43,949.00	N
139981	07/13/2023	CORNHUSKER INTL TRUCKS INC	7,523.41	N
139982	07/13/2023	SARPY COUNTY COURTHOUSE	4,496.00	N
2620(A)	07/18/2023	CITY OF PAPILLION - MFO	240,674.00	N
2621(A)	07/18/2023	SHI INTERNATIONAL CORP.	1,734.76	N
139983	07/18/2023	1-800 RADIATOR	534.00	N
139984	07/18/2023	4 SEASONS AWARDS	41.00	N
139985	07/18/2023	ACAPRICCIO DANCE COMPANY	50.00	N
139986	07/18/2023	ACCO UNLIMITED CORPORATION	962.45	N
139987	07/18/2023	AKRS EQUIPMENT SOLUTIONS, INC.	197.02	N
139988	07/18/2023	ALFRED BENESCH & COMPANY	1,654.18	N
139989	07/18/2023	AMAZON CAPITAL SERVICES, INC.	518.99	N
139990	07/18/2023	AMERICA'S FENCE STORE INC	5.60	N
139991	07/18/2023	AMERICAN LEGION POST 32	50.00	N
139992	07/18/2023	ARNOLD MOTOR SUPPLY	28.70	N
139993	07/18/2023	BLAINE KRIZOVSKI	125.00	N
139994	07/18/2023	CENTURY LINK/LUMEN	37.59	N
139995	07/18/2023	CINTAS CORPORATION NO. 2	1,881.93	N
139996	07/18/2023	CITY OF PAPILLION	748.00	N
139997	07/18/2023	COMP CHOICE INC	445.00	N
139998	07/18/2023	CONCRETE SUPPLY, INC.	2,706.19	N
139999	07/18/2023	CONTROL MASTERS INCORPORATED	270.08	N
140000	07/18/2023	CORNHUSKER INTL TRUCKS INC	169.46	N
140001	07/18/2023	COX COMMUNICATIONS, INC.	467.15	N
140002	07/18/2023	D & K PRODUCTS	2,576.20	N
140003	07/18/2023	DATASHIELD CORPORATION	20.00	N
140004	07/18/2023	DEMCO INCORPORATED	180.24	N
140005	07/18/2023	DIAMOND BLADE DISTRIBUTORS LLC	243.95	N

User: mgustafson

DB: La Vista

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140006	07/18/2023	DIAMOND VOGEL PAINTS	208.00	N
140007	07/18/2023	EBSCO INFORMATION SERVICES	931.00	N
140008	07/18/2023	ECHO GROUP INCORPORATED	177.87	N
140009	07/18/2023	EYMAN PLUMBING INC	2,697.55	N
140010	07/18/2023	FAC PRINT & PROMO COMPANY	882.00	N
140011	07/18/2023	FIKES COMMERCIAL HYGIENE LLC	62.00	N
140012	07/18/2023	FINDAWAY WORLD, LLC	309.98	N
140013	07/18/2023	FIRST WIRELESS INC	29.90	N
140015	07/18/2023	FLAGSHOOTER INC	332.88	N
140016	07/18/2023	HARM'S CONCRETE INC	470.54	N
140017	07/18/2023	HITOUCHE BUSINESS SERVICES	126.00	N
140018	07/18/2023	HONEYMAN RENT-ALL #1	473.12	N
140019	07/18/2023	INGRAM LIBRARY SERVICES LLC	1,496.73	N
140020	07/18/2023	J & J SMALL ENGINE SERVICE	192.80	N
140021	07/18/2023	JEFF QUINN	250.00	N
140022	07/18/2023	KANOPIY, INC.	124.00	N
140023	07/18/2023	LABRIE, DONALD P	150.00	N
140024	07/18/2023	LARSEN SUPPLY COMPANY	431.49	N
140025	07/18/2023	LARSON, CRYSTAL	234.00	N
140026	07/18/2023	LIBRARY IDEAS LLC	100.50	N
140027	07/18/2023	LOGAN CONTRACTORS SUPPLY	74.85	N
140028	07/18/2023	LOWE'S CREDIT SERVICES	255.52	N
140029	07/18/2023	MCGRATH CONSULTING GROUP INC	5,000.00	N
140030	07/18/2023	MENARDS-BELLEVUE	305.82	N
140031	07/18/2023	MENARDS-RALSTON	1,004.15	N
140033	07/18/2023	METROPOLITAN COMMUNITY COLLEGE	15,661.14	N
140034	07/18/2023	METROPOLITAN UTILITIES DISTRICT	461.39	N
140035	07/18/2023	MID-IOWA SOLID WASTE EQUIP CO	184.00	N
140036	07/18/2023	MOTOROLA SOLUTIONS INC	39,929.58	N
140037	07/18/2023	MPLC (MOTION PICTURE LICENSING COR)	425.17	N
140038	07/18/2023	MURPHY TRACTOR/POWERPLAN	28.73	N
140039	07/18/2023	MUZZY ICE SERVICE INC	270.00	N
140040	07/18/2023	NEBRASKA IOWA INDL FASTENERS INC	8.55	N
140041	07/18/2023	NMC GROUP INC	168.94	N
140042	07/18/2023	NORM'S DOOR SERVICE	1,715.00	N
140043	07/18/2023	O'REILLY AUTO PARTS	1,672.66	N
140044	07/18/2023	OCLC INC	2,151.92	N
140045	07/18/2023	OFFICE DEPOT INC	80.85	N
140046	07/18/2023	OMAHA COMPOUND COMPANY	78.23	N
140047	07/18/2023	OMAHA WINNELSON SUPPLY	23.04	N
140048	07/18/2023	OMNI ENGINEERING	382.85	N
140049	07/18/2023	PAPILLION LA VISTA PUBLIC SCHOOLS	300.00	N
140050	07/18/2023	PAPILLION SANITATION	571.06	N
140051	07/18/2023	PORT-A-JOHNS	1,080.00	N
140052	07/18/2023	PRIMA DISTRIBUTION, INC.	150.01	N
140053	07/18/2023	RED WING BUSINESS ADVANTAGE ACCT	150.00	N
140054	07/18/2023	RIVER CITY RECYCLING	144.00	N

Check #	Check Date	Vendor Name	Amount	Voided
140055	07/18/2023	SARPY COUNTY CHAMBER OF COMMERCE	1,375.00	N
140056	07/18/2023	SARPY COUNTY ECONOMIC DEV. CORP	25.00	N
140057	07/18/2023	SIRCHIE ACQUISITION COMPANY, LLC	51.84	N
140058	07/18/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	118.75	N
140059	07/18/2023	STRAIGHT-LINE STRIPING	17,550.00	N
140060	07/18/2023	THE COLONIAL PRESS, INC	165.93	N
140061	07/18/2023	THE SCHEMMER ASSOCIATES INC	1,277.50	N
140062	07/18/2023	THE WALDINGER CORPORATION	489.00	N
140063	07/18/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
140064	07/18/2023	VAN-WALL EQUIPMENT INC	35.88	N
140065	07/18/2023	VERIZON CONNECT FLEET USA	608.00	N
140066	07/18/2023	VERIZON WIRELESS	365.59	N
140067	07/18/2023	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
140068	07/18/2023	WALMART COMMUNITY BRC	2,275.55	N
140069	07/18/2023	WELDON PARTS INC.	144.00	N
140070	07/18/2023	WESTLAKE HARDWARE INC NE-022	1,578.97	N
140071	07/18/2023	WHITE CAP LP	3,497.55	N
140072	07/18/2023	WOODHOUSE FORD OF OMAHA	149.12	N

112 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$1,021,901.11

0

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 07/18/2023

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
BOND ISSUANCE – HIGHWAY ALLOCATION FUND PLEDGE BOND	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

An ordinance has been prepared to authorize the issuance of a Highway Allocation Fund Pledge Bond.

**FISCAL IMPACT**

The City will act as the dispersing agent for the bond issue, which will not exceed \$11.5 million.

**RECOMMENDATION**

Approval.

**BACKGROUND**

To allow for continued economic growth the City Council approved the FY23-FY24 budget which included projects necessary to improve and protect the assets of the city and to ensure future growth. The projects promote safe and uncongested traffic flow through, in, and around city streets, including Giles Road, Harrison Street and connections with Interstate 80 and other parts of the metropolitan area. These projects align with the strategic plan of the City and include:

- 120<sup>th</sup> & Giles Drainage Improvements
- Giles Road Wide M376 (230)
- Bridge Deck Maintenance
- 73<sup>rd</sup> Avenue Culvert Rehabilitation
- Giles Road Rehabilitation
- UBAS Street Rehabilitation: Harrison to Josephine, 72<sup>nd</sup> to 78<sup>th</sup>
- Asphalt Mill & Overlay: Terry Drive, 78<sup>th</sup> Street, Lillian Avenue
- Asphalt Mill & Overlay of Edgewood Blvd, Valley Road and Greenleaf Drive
- Existing Central Park Access Road Reconstruction
- Eastport Parkway & Port Grace Place Roundabout

A bond of \$11.5 million is needed to complete these projects in the time frame set forth in the budget.

A complete copy of all supporting documents is on file in the office of the City Clerk.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,500,000, IN ONE OR MORE SERIES, FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS.

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

Section 1. The Mayor and Council of the City of La Vista, Nebraska (the "City") hereby find and determine that:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (the "Project"), all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City's Engineers heretofore prepared plans, specifications and estimates of cost for the Project; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of its highway allocation fund pledge bonds as further described herein.

(b) The City's receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2023 was expected to total \$1,955,056; that the City currently has \$9,465,000 in outstanding indebtedness (the "**Prior Bonds**") issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City's current receipts from the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the bonds issued under this Ordinance and the Prior Bonds as and when the same fall due.

(c) All conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds of the City (the "**Bonds**") in the principal amount of not to exceed \$11,500,000 pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, and to pledge the funds specified in Section 66-4,101, for payment of principal of and interest on the Bonds do exist and have been done as required by law.

Section 2. (a) The Mayor and Council further find and determine that (a) it is necessary, desirable, advisable and in the best interest of the City to provide for the financing of the Project; and, (b) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$11,500,000 pursuant to Sections 10-142 and 66-4,101, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of paying the costs of the Project

as set out in Section 1 hereof, there shall be and there are hereby ordered issued the Highway Allocation Fund Pledge Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed \$11,500,000.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser or placement agent, as applicable (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Director of Administrative Services (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 0.75% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$11,500,000, and the final maturity date, which shall not be later than December 15, 2043, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds provided that the true interest cost of the Bonds shall not exceed 5.5%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

Section 3. The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on such dates as shall be determined in a Designation, each an "Interest Payment Date", and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected

by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Authorized Officers are hereby authorized to designate the Paying Agent and Registrar for the Bonds in a Designation, which Paying Agent and Registrar shall be a bank or trust company. Said Paying Agent and Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar and the Mayor and City Clerk are hereby authorized to execute said agreement. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by

the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by the Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY

CITY OF LA VISTA, NEBRASKA  
HIGHWAY ALLOCATION FUND PLEDGE BOND  
SERIES 20\_\_\_\_

No. \_\_\_\_\_ \$

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	, 20____	, 20____	

Registered Owner: Cede & Co.

**Principal Amount:**

The CITY OF LA VISTA, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 20\_\_\_\_ (each of such dates an "Interest Payment Date"). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of \_\_\_\_\_, as the Paying Agent and Registrar, in \_\_\_\_\_, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds (the "Bonds") of the total principal amount of \_\_\_\_\_ (\$\_\_\_\_\_), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City in strict compliance with Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes for the purposes of paying the costs of financing various street improvements within the City. The issuance of such bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and Council of the City (the "Ordinance").

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$	Principal Maturing	, 20
\$	to be called	, 20
\$	to be called	, 20
\$	Payable	, 20 ]

Notice of redemption shall be given by mail to the registered owner of any Bond to be redeemed at such registered owner's address in the manner specified in the Ordinance authorizing the Bonds. Individual Bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This Bond is transferable by the Registered Owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

[The City has in the Ordinance designated such issue of bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.]

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this Bond, does not exceed any limitation imposed by law. For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this Bond and the other Bonds of the same issue as the same fall due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFeree OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This Bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City have caused this Bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF LA VISTA, NEBRASKA  
(facsimile signature)

**ATTEST:**

**Mayor**

## CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of La Vista, Nebraska, described in the foregoing Bond.

\_\_\_\_\_, Nebraska, Paying Agent and  
Registrar

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such

event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase

agreement for the sale of the Bonds to the Underwriter. The officers of the City, or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the initial purchaser of the Bonds.

Section 11. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay or reimburse costs of the Project. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 12. For the prompt payment of the Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the "Fund"), as described and referred to in the Act. The pledge provided for in this Section 12 for the Bonds provides, however, that such pledge shall not prevent the City from otherwise applying receipts from the Fund in any year so long as sufficient receipts from the Fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and the Prior Bonds and equally and ratably secured by a pledge of receipts from the Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds and the Prior Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds and the Prior Bonds as the same fall due (including mandatory sinking fund redemptions).

Section 13. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby authorizes the Authorized Officers, or any one or more of them, as appropriate, to designate the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued. The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations", including "deemed designating" the Bonds.

Section 14. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on

behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 15. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of 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, (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 (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") 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 payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 17. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 18. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2023.

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

[SEAL]

Motion for adjournment was duly made, seconded and on roll call vote was declared adopted by the Mayor.

I, Pamela Buethe, the undersigned City Clerk for the City of La Vista, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on July 18, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Pamela Buethe  
City Clerk

[SEAL]

**NOTICE OF PUBLICATION**  
**OF ORDINANCE NO. \_\_\_\_\_**  
**IN PAMPHLET FORM**

Public Notice is hereby given that at a meeting of the Mayor and Council of the City of La Vista, Nebraska, held at :\_:\_.m. on July 18, 2023, there was passed and adopted Ordinance No.    (the "Ordinance") entitled:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF LA VISTA, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,500,000, IN ONE OR MORE SERIES, FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM; AND RELATED MATTERS.**

The Ordinance was published in [pamphlet][electronic] form on July   , 2023. Copies of the Ordinance as published in pamphlet form are available for inspection and distribution at the Office of the Clerk, in the City of La Vista, Nebraska.

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Pamela Buethe  
City Clerk

[SEAL]

Publish:                   , 2023.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – ABM INDUSTRY GROUPS, LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared to authorize the execution of a professional services agreement with ABM Industry Groups, LLC, Ralston, NE for public parking services in an amount not to exceed \$216,218.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for this service.

**RECOMMENDATION**

Approval.

**BACKGROUND**

After soliciting proposals through an RFP process, in August of 2019, the City Council approved an initial three-year agreement with ABM Industry Group, LLC to provide parking management services for Parking Structure No. 1, as well as the public on-street parking areas in City Centre. Last year the contract was extended for a period of one year in anticipation of the opening of Parking Structure No. 2 this summer.

ABM is a national firm with a reputation for effective management of parking facilities. The firm maintains a local office in Ralston, from which they service multiple other contracts within the Omaha Metro area. Their knowledge and experience have been invaluable as the City navigated through its first experience with operating paid public parking. Their management services include all of the fee collection and remittance from both ticketed and permit parking, parking equipment (gate) management, and daily monitoring and maintenance of the parking structures. As the Astro opens and City Centre continues to build out, they will be assisting with parking enforcement issues as well.

With the addition of Parking Structure No. 2, ABM has provided us with an updated contract. The language in the contract has not changed. The new annual agreement amount of \$216,218 is a 3.7% increase over their previous contract amount from 2019. Although the contract language allowed for an annual increase, ABM did not increase the original contract fee during this four-year period.

**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 ABM INDUSTRY GROUPS, LLC, RALSTON, NEBRASKA, FOR PUBLIC PARKING SERVICES IN AN AMOUNT NOT TO EXCEED \$216,218.00.

WHEREAS, the City Council of the City of La Vista has determined that public parking services are necessary for Parking Structure No.1, Parking Structure No. 2, and on-street public parking areas in the City Centre development; and

WHEREAS, the Off-Street Parking Fund includes funding for these services; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of a professional services agreement with ABM Industry Groups, LLC, Ralston, Nebraska, for public parking services in an amount not to exceed \$216,218.00.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1<sup>st</sup> day of August, 2023~~July, 2022~~ ("effective date") by and between the City of La Vista, Nebraska a municipal corporation, (hereinafter "the City") and ABM Industry Groups, LLC (a Delaware limited liability company authorized to transact business in Nebraska and subsidiary of ABM Industries Inc., a Delaware corporation authorized to transact business in Nebraska, hereinafter "Contractor").

### WITNESSETH:

WHEREAS, The City is the owner of certain on-street public parking facilities located within the right-of-way along Main Street, Barmettler Drive and City Centre Drive in La Vista, Nebraska as described or depicted in Exhibit A; and

WHEREAS, The City is the owner of two public off-street parking structures; Structure No. 1 is located at 8121 City Centre Drive, and Structure No. 2 is located at 7875 So. 84<sup>th</sup> Street (Structure No. 1) and (Structure No. 2) in La Vista, Nebraska ~~(Structure No. 1)~~ as described or depicted in Exhibit A (together the on-street public parking facilities and public off-street parking structures) are referred to herein as "Parking Facilities"; and

WHEREAS, Contractor has agreed to operate and maintain said facilities and structures in accordance with the terms and provisions of this AGREEMENT.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

### ARTICLE 1 – TERM

Initial Term:

The AGREEMENT shall commence on the effective date above and will be in effect until July~~June~~ 3~~10~~, 202~~63~~.

Option Term(s):

The City shall have the option to extend the initial term of the agreement in one (1) year increments for a period not to exceed two (2) additional years. The City shall notify the Contractor of its intention to exercise the option to extend at least ninety (90) days prior to the end of each term.

### ARTICLE 2 – SITES

The Contractor shall operate and maintain the Parking Facilities. This AGREEMENT may be expanded to include other sites as agreed upon in writing by both parties.

### ARTICLE 3 – DUTY TO OPERATE

The City shall at all times retain authority to elect to exercise control over the Parking Facilities covered by this document, and the operations conducted therein. Contractor shall perform the duties described herein in a manner that is subordinate to the City and is consistent with policies and directives of the City. Subject to such policies and directives, Contractor shall determine the means and methods of carrying out its duties under this Agreement. The contractor's duties shall include, but are not limited to, the following:

A. General

1. Manage and supervise the operation of the Parking Facilities subject to, governed by, conditioned upon, and in accordance with all the terms and provisions of this Agreement.
2. Keep the Parking Facilities open for public parking during such days and hours as may be specified in writing by the City Administrator or her/his designee (the "Parking Manager"), who shall be the designated point of contact for City under this Agreement.
3. Provide and maintain established standards of public health and cleanliness established by the Parking Manager.
4. Contractor shall use its best efforts to keep all areas of the Parking Facilities in good order and repair and in good and safe condition.
5. Regulate and supervise the parking of motor vehicles in the Parking Facilities in such manner as will facilitate the orderly, efficient, fast and safe parking of such vehicles and prevent obstruction of traffic on adjoining streets.
6. Treat all members of the general public with courtesy.
7. Charge and collect, on behalf of City, all daily fees, as City may from time to time prescribe, for the parking of motor vehicles in the Parking Facilities by any person whatsoever, including officers and employees of the City, Sarpy County, State of Nebraska, the United States Government, any public agency or district, and any private firm or corporation.
8. Pay and account to the Parking Manager, for all daily fees collected for parking and parking validations in strict accordance with the provisions of this Agreement and generally accepted accounting principles.
9. Keep and maintain adequate internal controls to assure that all daily fees to which City is entitled by operation of the Parking Facilities are received, accounted for and paid to City.
10. Keep and maintain all books, records and accounts hereinafter specified, and present to City all records and reports as specified in this Agreement. Any reports and other material prepared by or on behalf of Contractor under this Agreement (collectively, the "Documents") shall be and remain the property of Contractor. City may request copies of such Documents, and Contractor agrees to provide copies of such documents, which may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Contractor. Contractor shall maintain in accordance with recognized accounting practices, throughout the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, all records pertaining to Revenues and Operating Expenses (including without limitation the Base Management Fee) for the term hereof. Upon reasonable notice to Contractor, Parking Manager or its designated agent may examine any of Contractor's records relating to the management and operation of the Parking Facilities and shall have the right to audit the same at any time during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement. The cost of any such audit shall be borne by City unless such audit discloses an error

or inaccuracy in favor of Contractor in excess of five percent (5%) of stated income or expense, in which case Contractor shall pay for the cost of such audit. Additionally, interest (at 8%) on the amount disclosed in the audit shall be applied. Any adjustment in amounts due or owing by either Parking Manager or Contractor shall be paid within thirty (30) days following receipt of the audit report. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11. Do all other things reasonably necessary for the safe and efficient operation of the Parking Facilities.

12. Operate and provide routine custodial maintenance of the Parking Facilities in accordance with the provisions of an operations manual to be approved by Parking Manager.

13. Maintain a good working, business relationship with the City as the client and owner of the Parking Facilities and keep the Parking Manager current and fully advised on all requests, complaints, or problems with any business entities, customers, or other individuals or agencies and the status of the parking operations in general.

14. Obtain prior approval from the Parking Manager for any special request for parking or parking fees, parking fee discounts, parking validations, or any other arrangements or Agreements for additional services or augmentations to the terms of this Agreement.

15. Upon request by the Parking Manager, representative(s) of Contractor responsible for supporting and overseeing operations shall meet with Parking Manager and participate in an inspection of the Parking Facilities and confer on the status of operations and possible improvements.

B. Quality of Services Rendered.

1. Contractor shall reasonably ensure that customers receive consistently high levels of service and that they experience no undue delays in entering or leaving the Parking Facilities.

2. Contractor shall gather information necessary to identify service demands and shall assign sufficient staff to operate the Parking Facilities in such a way that service demands are met. Contractor shall also verify the readiness of equipment needed such that it is in good working order and available as needed.

3. Contractor shall reasonably ensure all employees maintain professional grooming standards and are in full uniform, including City branded equipment upon request by the City Administrator or designee, while on duty.

4. Contractor shall reasonably ensure that all parking equipment is clean and in good working order at all times.

5. Contractor shall reasonably ensure that the restrooms, storage areas, equipment rooms, and the Contractor's work space are clean and maintained in a professional manner at all times.

C. Hours of Operation

1. The Off-Street Parking Facilities shall be opened and operational for public parking 365 days per year.

2. A three (3) hour time limit shall be enforced for on-street parking along Main Street. A three(3) hour time limit shall be enforced for on-street parking along Main Street, Barmettler Drive, and City Centre Drive.

23. The hours of operation of the Parking Facilities may be revised from time to time by the La Vista City Council. Written notification of any approved changes will be provided to the Operator by the Parking Manager.

#### D. Enforcement

1. The contractor shall monitor compliance with the City's time-limits for on-street parking and report any violations to the Uniform Patrol Bureau of the La Vista Police Department.
2. All violations should be logged by the contractor, noting the license plate number, make, and model of the violating vehicle.

#### E. Parking Fees

1. Subject to change from time to time by the La Vista City Council, the parking fees and charges that are to be collected by Contractor for each automobile or other vehicle parked in the Parking Facilities are attached hereto as Exhibit B, which is incorporated herein by reference,
2. Notification of changes to the parking fees and charges will be provided to the Contractor in writing.
3. Contractor shall not collect any other parking rate or charges and shall not charge for any service not set forth in this Agreement unless authorized by written notification from the Parking Manager.

#### F. Use of Parking Access Revenue Control (PARCS) Equipment

Contractor shall operate the Parking Facilities consistent with the City's Parking Access Revenue Control System, hereinafter referred to as the "PARCS system", and according to the procedures required by the Parking Manager. The PARCS System, including any Software, will not be copied, modified, sold, or made available, for any reason, to a third party. Contractor shall defend, indemnify and hold harmless the City pursuant to the Indemnification provisions of this Agreement with respect to any claims that arise from any such copying, modification, sale or other distribution of the PARCS system software. As specified by the Parking Manager, certain report forms and procedures shall be used in conjunction with the PARCS system. Any modifications of said reports and procedures shall be subject to prior approval and authorization from the Parking Manager.

#### G. Deposits of Cash Receipts

Any and all monies charged or collected by Contractor for parking fees shall be deposited by Contractor directly into a bank account (hereinafter "Account") controlled by Contractor. Deposits will be made into the Account by Contractor the next business day following each day's activities, before 3:00 P.M., except for Saturdays, Sundays, and Holidays, for which deposit shall be made on the next business day. All bank deposit slips shall be made out in multiple copies and retained. One copy of any bank deposit slip shall be forwarded for same day delivery to the attention of the Parking Manager. Contractor shall file daily reports on said deposits with the Parking Manager in such form and manner and at such times as may be specified by the Parking Manager. Except in the case of a Force Majeure situation, failure to prepare the required bank deposit and place said deposit into the Account on a daily basis shall constitute a material breach, for which the City shall be entitled to immediately terminate all of Contractor's rights hereunder, unless the Parking Manager determines that it is in the interests of the City to continue this Agreement and the required amount is deposited within such period of time, up to three (3) business days, as specified by the Parking Manager.

hereunder, unless the Parking Manager determines that it is in the interests of the City to continue this Agreement and the required amount is deposited within such period of time, up to three (3) business days, as specified by the Parking Manager.

#### H. Permit Parking

The Contractor shall administer all aspects of the Permit (long-term) parking system established by the City in connection with the Parking Facilities. This shall include but not be limited to billing, collection and issuance of access cards; collection of and reimbursement to customers of card deposits made therefore; and assessment and collection of any penalties associated with use of same.

#### I. Short-term Parking

1. All parking other than on a permit basis shall be on an hourly or short-term rate basis and shall be considered short-term parking.
2. Any and all monies charged or collected by Contractor for short-term parking, shall be deposited by Contractor into the Account in the manner established pursuant to Section 3(G) of this Agreement. Contractor shall file daily reports on said deposits with the Parking Manager in such form and manner and at such times as may be specified by the Parking Manager.
3. The PARCS requires that customers pay as they leave the Parking Facility. The Contractor will educate and assist customers with the processes to pay and leave the Parking Facility.
4. Contractor shall maintain control of the supply of tickets in a secure location and monitor the PARCS system to be sure adequate supplies are available for disbursement. A ticket log shall be maintained showing the beginning and ending serial numbers of tickets in supply and number sequences in each ticket dispenser.
5. All tickets collected by the PARCS system, including all voided tickets, shall be collected by Contractor on a daily basis and shall be stored and retained by Contractor for transmittal to City. Contractor shall bundle and box all tickets as directed by the Parking Manager. City shall store tickets for a six (6) month period before they may be destroyed.
6. Contractor shall submit to City, on the day after issuance or, if that day is a Saturday, Sunday or Holiday, then on the next business day, all parking tickets issued each day and returned to Contractor by customers. Before submitting tickets to City, Contractor shall separate them as follows:
  - a. Tickets that have been validated shall be separated by categories from those which have not.
  - b. Of the validated tickets, tickets related to cash or credit card transactions shall be separated from tickets related to no charge transactions.
  - c. Tickets shall also be separated in such other manner as the Parking Manager may require.
7. Contractor shall file with the Parking Manager monthly reports, in such form and manner and at such times as may be specified by the Parking Manager, setting forth the total amount of monies collected by Contractor at the Parking Facility for tickets issued; an itemization detailing

the amounts collected under each applicable rate; and such other information as the Parking Manager may specify.

8. Contractor shall submit a monthly unaccounted- for ticket report for the prior month by the 20th day of each month. The unaccounted- for ticket report shall be submitted to the City in an automated spreadsheet report and shall be calculated according to the format, procedures, and with software, prescribed by the Parking Manager.

9. All of the functions and procedures for short-term parkers shall be performed by utilization of the PARCS system. Relayed daily reports from the PARCS system shall be generated on a daily basis as required by the Parking Manager.

#### J. Discrepancies in Fees Collected for Tickets

All discrepancies in fees collected for tickets shall be reported monthly to the Parking Manager. With the exception noted in Subsection 1 below, all discrepancies are the responsibility of the Contractor and shall be paid to City as follows:

1. If Contractor can justify the discrepancy in writing to the satisfaction of the Parking Manager, the amount undercharged or not collected is not owed by Contractor.
2. If Contractor cannot justify the discrepancy in writing to the satisfaction of the Parking Manager, the amount undercharged or not collected shall be deducted from the reimbursable Operating Expenses (as defined below) owed to Contractor in the next month.
3. All amounts overcharged by Contractor and all cash overages (amounts received by Contractor in excess of amounts reported) shall be paid to City. Overcharges or overages may be used to offset Contractor liability for any amounts undercharged or shortages, except for undercharges or shortages that Contractor fails to justify to the satisfaction of the Parking Manager.

#### K. Vehicle Inventory

On a daily basis, during a time period to be determined by the Parking Manager, Contractor shall make a list of all vehicles parked in the Parking Facilities by license number and shall obtain such other information concerning said vehicles as directed by the Parking Manager.

#### L. Parking Validations

1. Contractor shall be responsible for the collection and accounting of all parking validations, in a manner prescribed by the Parking Manager and in accordance with City revenue control and reporting procedures.
2. In respect to Contractor's responsibility to collect and account for parking validations, Contractor shall incorporate the goal of assuring that the utilization of parking validations in the Garage shall be for the purpose of validating customer parking only. Contractor will cooperate with City employees enforcing policies relating to the use of parking validations.

3. Contractor shall make every reasonable effort to monitor the fraudulent utilization of validations and to identify all people who attempt to fraudulently evade parking fees that are due and payable to the City.
4. City shall have the right to schedule times to meet and talk to employees of Contractor in regard to identification and observation of vehicles utilizing parking validations.
5. City shall have the right to independently monitor, survey, and investigate utilization of parking validations in the Parking Facilities with City employees.

#### **SECTION 4. OPERATING EQUIPMENT**

##### **A. Operating Equipment**

City shall furnish operating equipment to Contractor for use in operation of the Parking Facilities. Operating equipment shall include, but is not limited to, gate arms, automated payment stations, safe(s), fee computer software, and card readers, as provided or installed by the City.

##### **B. Inventory**

1. Within five (5) days of commencing performance under this Agreement, Contractor shall execute an inventory receipt for the operating equipment furnished by City. Contractor shall take prudent and reasonable care to safeguard and properly use all such equipment. Contractor shall return the equipment to City in the same condition as when received, with the exception of ordinary wear and tear. Replacement of said equipment that needs to be replaced due to ordinary wear and tear shall be replaced by the City at its cost, subject to prior authorization of the Parking Manager.
2. Except for supplies and other property that are normally used up and consumed in the operation of parking garages, Contractor shall not dispose of any City property without the written consent of the Parking Manager.

#### **SECTION 5. CONTRACTOR'S DUTY TO MAINTAIN**

##### **A. Maintenance and Repairs**

Contractor shall be responsible for all routine maintenance with respect to the garage, storage areas, restrooms, lobby, entry/exit traffic lanes and the exterior appearance of revenue control equipment. Routine maintenance is defined as all ordinary housekeeping maintenance of the Parking Facilities and equipment and replacement of supplies that are normally performed on a day-to-day basis in order to keep the Facilities operating in an efficient, clean, safe, and good condition and is considered a reimbursable expense. Routine maintenance includes, but is not limited to:

1. Replacing tickets in ticket issuing machines; journal and receipt tape; replacing arms on traffic entry and exit gates; cleaning revenue control equipment; and cleaning signs.
2. Replacing ordinary light bulbs as needed.

3. Regular cleaning of garage, restroom(s), storage spaces, entry/exit lanes, stairwells, and general parking areas, regular washing of windows in elevator cabs; walls, ceiling, and glass; regular removal of interior and exterior graffiti; regular emptying of trash receptacles and ash trays.

4. Cleaning of the elevator shall be included as part of the Contractor's custodial responsibilities.

5. Contractor shall provide City with written copies of Contractor's policies and procedures related to parking lot maintenance and repair and with any updates or revisions of same. Contractor shall provide City, by the 20th day of each month, complete copies of maintenance and repair records related to the Parking Facilities for the previous month.

6. Contractor shall provide, through qualified subcontractor, prompt prevention, abatement, and removal of frozen precipitation including ice, snow, sleet, and hail in accordance with the methods prescribed in Exhibit D of this document.

#### B. Contractor's Duty to Coordinate with City Public Works Services Department

1. Contractor shall not be responsible for landscape maintenance at the Parking Facilities. The Parking Manager may, however, direct Contractor to perform landscape maintenance through a Sub-Contractor. If this occurs, Contractor will have services performed in a manner consistent with standards as specified, in writing, by the Parking Manager. City shall reimburse Contractor for the reasonable cost of the subcontractor's services. Should City choose to direct Contractor to subcontract for landscape maintenance services, such costs will be reflected in an amendment to the annual budget.

#### C. Signs and Movement of Vehicles.

Contractor shall erect and maintain within the sites such signs as Contractor deems reasonably necessary, or as the Parking Manager may request, to facilitate the efficient and safe operation of the Parking Facilities and the movement, control, circulation, and parking of vehicles therein. City shall provide, replace, and install all stationary signs necessary to facilitate the efficient and safe operation of the Parking Facilities and the movement, control, circulation, and parking of vehicles therein, or prohibiting parking in designated areas. In respect to all signing, Contractor shall review, recommend, or request modifications in writing to the Parking Manager. City shall reimburse Contractor for cost of signs provided by Contractor under this paragraph.

#### D. Dangerous or Defective Conditions — Emergency Plan and Warnings

1. Contractor shall work with the Police Chief and Parking Manager to complete a detailed emergency plan. Contractor shall instruct all persons employed by Contractor in the plan and the employee's responsibilities relating to the plan. Copies of the plan shall be posted in a prominent location in office areas occupied by Contractor.

2. In the event of any major emergency or condition (i.e. power outage, flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operation of the Parking Facilities or imperil customers or staff) that may reasonably result in a threat to persons or property, Contractor shall immediately contact the Parking Manager by telephone and Contractor's Site Manager or Assistant Site Manager shall report to the Facility and remain until the emergency has been resolved.

unless it is unsafe to remain at the Facility. If the Parking Manager cannot be reached, Contractor shall make continued efforts to reach other City staff persons as designated by the Parking Manager until a City representative has been notified.

3. Contractor shall immediately erect and maintain such temporary signs, barricades, lights and other devices as may be necessary to warn people of any dangerous or defective conditions and shall take such actions as may be necessary to reasonably protect people from injury, loss or damage which might result because of any such condition.
4. Any time a dangerous or defective condition may reasonably be known by Contractor to exist in any of the sites, Contractor shall immediately take reasonable necessary protective action by calling the City Engineer and immediately notifying the Parking Manager by telephone and in writing of such condition and protective action.
5. City shall reimburse Contractor for all such reasonable emergency expenses, provided, however that such expenses shall not exceed \$5,000 without prior approval of the Parking Manager.

#### E. Repairs of Dangerous or Defective Conditions

1. Contractor shall, without delay, coordinate with the Parking Manager to make such repairs and do all other things as may be reasonably necessary to eliminate any dangerous or defective conditions in the Parking Facilities that may at any time be reasonably known by Contractor to exist.
2. Under emergency conditions (i.e., power outage(s), flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operations of the Parking Facilities or imperil customers or staff) should the Contractor be unable to make such repairs, Contractor shall, without delay, notify the City Engineer, if possible, and commence the necessary work. The Parking Manager shall be advised in writing of such condition and any remedial action taken by the Contractor.

#### F. All Things Necessary

Contractor shall do all things reasonably necessary to keep the Parking Manager notified of maintenance needs of the Parking Facilities, except that all custodial maintenance shall be the responsibility of the Contractor.

#### G. Security of the Parking Facilities

The security of the Parking Facilities shall be the responsibility of City. Contractor shall not be responsible for providing security or patrol services on the sites, Contractor shall, however, be responsible for monitoring of the security intercom systems in the Parking Facilities and coordinating with the security services for the garage in respect to all security intercom system calls and any other customer complaints pertaining to security.

#### H. Custodial Services

Whenever it appears to Contractor that the cost per item of general services, supplies and equipment necessary to perform the duties specified in Section 5. A of this Agreement may exceed the budgeted

amount, Contractor shall give the Parking Manager prior written notification of the estimated costs. At the City's discretion, the City may:

- a. Execute an Amendment to this Agreement with Contractor to increase the budgeted amount pursuant to Section 10. D below;
- b. Undertake to have City personnel do the work or furnish the supplies and equipment and so inform the Contractor in writing; or
- c. Award a contract to others for the general services supplies or equipment and so inform Contractor in writing.

#### I. Ownership of Supplies and Equipment

Any supplies and equipment acquired for the performance of the duties specified in Section 5.A of this Agreement, whether acquired by Contractor or furnished by City, shall at all times be and remain the property of City, and Contractor shall acquire no ownership or title thereto as long as City has reimbursed Contractor for the total cost of said supplies and equipment and excepting any equipment provided through an approved subcontractor in the performance of these duties.

#### J. Alterations and Improvements

1. No improvements or alterations shall be made in, to, or upon the Parking Facilities, or any appurtenances thereto, by Contractor without the prior written consent of the Parking Manager.
2. No signs, directional, guiding and other stripes, lines, direction and markings shall be installed or painted in or upon the Parking Facilities or removed by Contractor without the prior written consent of Parking Manager.

### SECTION 6. ADDITIONAL REPORTS

In addition to the reports required by other provisions of this Agreement, Contractor shall, upon request in writing by the Parking Manager, submit and file with the Parking Manager, in such form as specified by the Parking Manager, reports and information relating to costs and expenses of operation and maintenance of the Parking Facilities; charging, collection of and amount of parking fees collected by Contractor; procedures followed by Contractor; and other matters relating to the operation and custodial maintenance of the Parking Facilities and Contractor's performance under this Agreement. The additional reports shall include, but not be limited to, quarterly reports on inventory, rates, utilization, and other operating data as determined by the Parking Manager.

### SECTION 7. CONSULTATION WITH CITY

Contractor, when requested by the Parking Manager, shall consult with and advise City regarding rules and regulations for the operation and maintenance of the Garage, fees for parking, collection procedures, budgets and other matters relating to the operation and maintenance of the Garage.

### SECTION 8. RULES AND REGULATIONS

The Parking Manager shall have the right to establish, and the Contractor shall adhere to, any reasonable rules, regulations, or instructions relating to the operation and maintenance of the Parking Facilities, the charging and collection of fees, procedures for payment of monies to City, reports and the contents thereof to be prepared and submitted by Contractor to City, and other matters related to the Parking Facilities and their operation and maintenance.

## SECTION 9. CONTRACTOR' S PERSONNEL

### A. General

1. For the performance of the duties required by this Agreement, Contractor shall directly employ persons who are competent, efficient, qualified and of honest reputation. All personnel performing the obligations of Contractor under this agreement shall be employees of Contractor, shall be on Contractor's payroll and shall be under the sole control and direction of Contractor, who shall be reasonably responsible for the employment, supervision, payment and discharge of all such personnel. Under no circumstances shall any such personnel be considered employees or contractors of City. Contractor shall maintain close supervision over all personnel to insure their integrity and maintenance of an honest and high standard of service to the public, as well as to reasonably insure that said persons discharge their duties in a courteous and efficient manner. Contractor shall not employ any persons who are not reasonably necessary for performing the obligations of Contractor under this Agreement. Contractor and Contractor's agents, employees and Sub-contractors shall avoid conflicts of interest and the appearance of conflicts of interest. Contractor shall make commercially reasonable efforts to respond to City feedback and requests about staffing levels at each facility.
2. Contractor shall assign only reasonably competent personnel to perform services pursuant to this Agreement. City reserves the right to object to any individual employee of Contractor staffing the Parking Facilities. If City does object to any individual employee staffing the Parking Facilities, Contractor will immediately stop using such employee to staff the Parking Facilities.
3. The Contractor will conduct a criminal background check on every employee working at the Parking Facilities, and, at the Parking Manager's request, shall provide evidence to the City that such background checks have been performed.

### B. Compliance with Wage and Hour Provision, and Labor Standards

Contractor shall comply with all applicable federal, state and local laws and regulations governing minimum hourly rates, maximum hours, nondiscrimination, payroll records, apprentices, workers' compensation, prevailing wages and other labor standards, including but not limited to those set forth in the Fair Labor Standards Act (FLSA) and the Nebraska State Code, to the extent applicable.

### C. Personnel

1. For the performance of the duties required under this Agreement, Contractor shall employ at least one person at the management level whose full-time responsibilities will include management and control of operations and custodial maintenance including but not limited to, the supervision, employment, and training of all personnel of the Parking Facilities. The

Contractor's manager shall maintain direct contact with City representatives on a continuing basis.

2. Contractor shall employ other staff as necessary to operate the Parking Facilities, provided, however, that City shall not pay for staffing in excess of the maximum staffing amounts set forth in Exhibit C ("Annual Operating Budget").

## SECTION 10. COMPENSATION AND REIMBURSABLE EXPENSES

A. Compensation. During the term of the Contract, City shall reimburse Contractor for expenses as incurred up to an amount not to exceed Two Hundred and Sixteen Thousand, Two Hundred and Eighteen One Hundred and Fifty Seven Thousand, Three Hundred and Twelve dollars per annum ending June 30, for completion of all duties defined herein, inclusive of Base Management Fees, Payroll, and all other operating expenses set forth in Annual Operating Budget Exhibit C of this document.

B. Fees for non-recurring expenses, including but not limited to striping and snow removal, may be subcontracted by the Contractor and paid by the City with prior approval of the City Administrator.

1. Reports of subcontracted work shall include detailed summaries of labor hours and materials consumed.

### C. Management and Staffing Fees

1. The City as part of the Operating Expenses described in Section 10A above shall pay Contractor a monthly Base Management Fee as provided in the Annual Operating Budget, and for staffing equal to the product of the number of hours worked and the applicable hourly parking attendant rate, not to exceed one twelfth (1/12) of the "Total Payroll" line item in the Annual Operating Budget. Any increase to "Total Payroll" is subject to approval by the City Administrator.

D. All costs, expenses, obligations and liabilities incurred by Contractor in the performance of this Agreement shall be paid by Contractor, provided, however, that Contractor may be reimbursed for the Operating Expenses set forth below.

1. Annual Increase. The sum of all Operating Expenses, including the Base Management Fee, for each year of this Agreement beginning after July 31, 2024~~June 30, 2020~~ may exceed the sum of all Operating Expenses in the immediately prior year's Annual Operating Budget by an amount equal to the lesser of (a) a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Midwest Consumer Price Index that occurred during the previous one year period for the Omaha Metropolitan Statistical Area as measured in January of such year or (b) 3%.

### E. Reimbursable expenses.

In addition to paying the Base Management Fee, City shall reimburse Contractor for the following Operating Expenses (the "Operating Expenses"), to the extent that said expenses are specified in the Annual Operating Budget (as such budget may be amended from time- to- time pursuant to Section 10

above) and that those same expenses are actually paid or incurred by Contractor in the performance of its obligations under this Agreement, subject to the overall dollar limit described in Section 10A:

1. Repairs & Maintenance

City agrees to reimburse Contractor for general maintenance supplies purchased in accordance with this Agreement

2. Supplies and Materials

3. Tickets

4. PLPD Insurance

5. Snow Removal

6. Miscellaneous

Contractor shall not incur any costs or expenses for which City is required to reimburse under this Agreement unless such expenditures are within the limits of the Annual Operating Budget (Exhibit "C") and necessary circumstances, and reasonable for the performance by Contractor of its duties and obligations under this Agreement.

F. Non-Reimbursable Expenses

Reimbursable Operating Expenses shall not include any payments to affiliates of Operator exceeding amounts that would have been paid to a third party in an arms' length transaction, nor shall reimbursable Operating Expenses include any of Operator's general overhead expense, including but not limited to:

a. Administrative, supervisory or related costs and expenses incurred in the general management or operation of the affairs of the Parking Facilities and/ or Operator's other operations;

b. Costs of maintaining the general books and records of Operator, or the cost of any audit payable by Operator;

c. Postal and travel expenses, except for travel expenses as identified in the budget (Exhibit "C") and postage costs associated with the mailing of invoices to the Parking Facilities' validation customers; or

d. The cost of any off-site managers, supervisors or other managerial or administrative personnel of Contractor who are not directly employed at the Parking Facilities.

G. Monthly Payment

1. Contractor shall keep complete accounts of parking revenues, receipts, expenses, copies of daily sales reports, deposit slips and disbursements, and shall furnish City on or before the 20th day of each month a statement of such revenues and expenses for the preceding month.

2. Contractor shall pay to City on or before the 20th day of each month during the term of this Agreement all parking revenues, if any, for the preceding month, less the sum of all reimbursable Operating Expenses and Base Management Fees as defined above in Section 10(A).

3. In the event that Parking Facility revenues for any month are less than the above amounts to which Contractor is entitled, and no dispute has been communicated in writing as justification for withholding full payment, City shall pay to Contractor the amount of the deficiency within thirty (30) days of City's receipt of the above accounting for the month. City will pay any undisputed amounts consistent with this provision within 30 days.

4. It is the City's intent to pay Contractor on a timely basis. In the event that the City does not reimburse Contractor any undisputed amounts within the time required herein and Contractor gives notice to City of outstanding undisputed amounts due, City shall pay interest on such amounts at a 6% annual rate.

## SECTION 11. FEES AND TAXES

A. Contractor shall pay when due all applicable fees, taxes, or charges of whatever nature lawfully levied on the right of Contractor to operate and manage the Parking Facilities.

B. Contractor shall maintain all documents and records in Paragraph A of this section, and any other information which demonstrates performance under this Agreement, for a minimum period of three (3) years from the date of the final payment under the Agreement to Contractor, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available at a designated location within the City for reasonable inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, Finance Director, Parking Manager, or a designated representative of any of these officers.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, abandonment or termination of Contractor's business, City may, by written request of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall or designated City facility. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in interest.

E. Contractor shall have proprietary rights to all software provided by Contractor in performing the requirements under the terms of this Agreement.

## SECTION 12. STATUS OF CONTRACTOR

A. It is understood and agreed that Contractor's relationship to City in the performance of this Agreement is that of an independent Contractor, and not that of an employee or agent of City. As an

independent Contractor, (i) Contractor shall be solely liable for any acts or omissions of Contractor or of any employees, directors, officers, owners, agents, or subcontractors of Contractor, and (ii) neither Contractor, nor any employee, director, officer, owner, agent or subcontractor of Contractor, shall obtain any right to any compensation or retirement benefits or to any other rights or benefits, which accrue, to employees of City. Contractor hereby expressly waives any claims it may have to such rights, on behalf of itself and any employee, director, officer, owner, agent or subcontractor.

B. Contractor will not subcontract any portion of the Services without prior written approval of City Administrator or her/his designee. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

C. Notwithstanding anything in this Agreement to the contrary: Except as City may separately agree in writing apart from this Agreement, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

## SECTION 13. TERMINATION

### A. City's Right to Terminate

1. City shall have the right to terminate this Agreement for any reason at any time by giving Contractor not less than thirty (30) days written notice of termination.
2. In addition, if City's property interest in the Parking Facilities is being terminated, or if and when City should decide to construct any building, structure or other improvement on or within any part of any of the sites, City shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving Contractor not less than 30 days prior written notice of termination. The notice shall specify the site or sites with respect to which this Agreement is terminated.
3. Upon termination, Contractor shall be paid all amounts due under the Agreement to the date of termination, all rights, powers, privileges and authority granted to Contractor under this Agreement shall cease, and Contractor agrees to immediately provide all required documents and information and return all City property to City, and vacate any Parking Facilities for which the Agreement has been terminated.
4. City's right to terminate this Agreement under this Section is not its exclusive remedy but is in addition to all other remedies provided to it by law, in equity, or under the provisions of this Agreement.

**B. Contractor's Right to Terminate**

1. Contractor shall have the right to terminate this Agreement for any reason at any time by giving City not less than thirty (30) days written notice of termination.
2. If and when the City should decide to construct any building, structure or other improvement on any of the sites and the construction work is such that it will or does materially interfere with the continued operation or maintenance of the sites as they were operated or maintained prior to the commencement of such work, Contractor shall have the right to terminate this Agreement insofar as it applies to the site or sites affected by giving City not less than 30 days prior written notice of termination. The notice shall state the reason for the termination. The date of termination in such event shall not be more than 30 days prior to the date on which the contract awarded by the City for such work or improvement requires such work or improvement to begin. The City shall, upon request of Contractor, specify the date on or about which any such work or improvement will commence.

**C. Reports and Documents; Payment** In the event of termination, Contractor shall deliver to City copies of all reports, documents and other work performed by Contractor under this agreement and upon receipt thereof, Contractor shall be paid for duties performed and reimbursable expenses incurred to the date of termination.

**SECTION 14. DAMAGE OR DESTRUCTION**

**A. Partial Destruction**

In the event of partial destruction of the Parking Facility, City may elect to repair such damage. If City elects not to repair such damage, City may terminate this agreement as it applies to the site by giving written notice to Contractor within 30 days of the partial destruction, in which event this Agreement shall be deemed terminated as of the date of the partial destruction. If City elects to repair such damage, this Agreement shall continue in full force and effect. Should portions of the affected Parking Facility continue to operate, Contractor shall be paid and reimbursed for expenses proportionally to services provided.

**B. Total Destruction**

If a Parking Facility is totally destroyed from any cause, whether or not covered by the insurance required hereunder, City may terminate this Agreement as it applies to the site immediately upon notice to Contractor.

**C. Damage Near End of Term**

If a Parking Facility is partially destroyed during the last 12 months of the term of this Agreement from any cause, whether or not covered by the insurance required hereunder, City may, at its option, terminate this Agreement by giving written notice to Contractor within 30 days after the date of the partial destruction, of City's intention to terminate, in which event this Agreement shall terminate as of the date of the partial destruction.

## SECTION 15. SUCCESSORS AND ASSIGNS

Each and all of the conditions and covenants of this Agreement shall extend to and bind to the benefit of City and Contractor, and their respective legal representatives, successors and assigns.

## SECTION 16. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Agreement and City shall not honor the performance of any of Contractor's obligations hereunder by any purported assignee without the prior written consent of City. Any attempt by Contractor to assign this Agreement or any rights, duties or obligations arising hereunder shall be void.

## SECTION 17. WAIVER

Both parties agree that waiver by a party of any breach or violation of any term or condition of this Agreement shall not constitute or be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by a party of the performance of any work or duties by the other party shall not be deemed to be a waiver of any term or condition of this Agreement.

## SECTION 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, State, and local laws, ordinances, codes and regulations.

## SECTION 19. GOVERNING LAW

The law of the State of Nebraska shall govern and control this Agreement. Any action at law or in equity brought by either City or Contractor for the purpose of enforcing a right or rights provided for by this Agreement will be filed and tried in the District Court of Sarpy County, State of Nebraska, and the parties agree that jurisdiction and venue of such court is proper and waive all (i) right to challenge jurisdiction or venue and (ii) provisions of law providing for a change of jurisdiction or venue in these proceedings to any other court or jurisdiction.

## SECTION 20. EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

### A. Nondiscrimination

Contractor, with regard to the work performed by it pursuant to this Agreement, shall not discriminate directly or indirectly on the ground of race, color, religion, sex, national origin, age, marital status, or

physical handicap in employment procedures and policies, or the selection and retention of Sub Contractors, including procurement of materials and leases of equipment.

B. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Agreement and the laws and regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, or physical handicap.

C. Information and Reports:

Contractor shall provide all information and reports required by any State, Federal or Local laws, regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be required to comply with such laws, regulations, or orders and instructions. Where any information required is in the exclusive possession of another that fails or refuses to furnish this information, Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

D. Incorporation of Provisions

Contractor shall include the provisions of Paragraphs A through C of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by law, order, or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance.

## SECTION 21. INDEMNIFICATION

Contractor will defend, indemnify, release and hold harmless City and its officers, officials, contractors, agents, employees and volunteers from and against all liabilities, claims, damages, losses, costs and expenses including without limitation reasonable attorney fees and court costs arising out of or resulting from this Agreement, the performance of the Services or to the extent caused by the willful misconduct or any negligent act or omission of the Contractor, any officer, director, owner, subcontractor, agent, or affiliate of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In addition to, and not in limitation of the immediately preceding sentence, Contractor shall provide and pay for such insurance coverages as set forth in Section 22, including without limitation, commercial general liability insurance and Garage Keeper's Legal Liability Insurance and statutory coverage for workers' compensation insurance. The indemnities provided herein shall not be limited by insurance coverages that are required and shall survive the expiration or termination of this Agreement.

Contractor shall provide to City a Certificate of Insurance, which shall name City as an additional insured. Not in limitation of any other provision of this Section 21 or Agreement, the parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an

injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

## SECTION 22. INSURANCE

### A. Policies

Contractor shall obtain and maintain for the full term of this Agreement insurance coverages of insurers and in form and content satisfactory to the City Administrator or her designee and including at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefore under this Agreement:

#### 1. Commercial Crime Policy

- a. A crime policy, with a minimum limit of not less than \$250,000, providing at least the following minimum coverage:
  - b. Employee Dishonesty Coverage -- Form A
  - c. Depositor's Forgery Coverage
  - d. Theft, disappearance or destruction of money and securities both on the premises and away from the premises.
  - e. Robbery and burglary. Such policy shall also include coverage for theft or loss to City's funds and name the City a loss payee.

#### 2. Comprehensive Commercial General Liability

Policy with a minimum limit of not less than \$5,000,000 per occurrence for bodily injury and property damage, providing at least all of the following minimum coverage:

- a. Premises Operations
- c. Blanket Contractual
- d. Broad Form Property Damage
- e. Completed Operations
- f. Products (on an "if any" basis)
- g. Bodily Injury, Personal Injury, or death of  
Property rented from the City.
- h. Robbery

#### 3. Auto Insurance

Should Contractor operate any passenger vehicle in performance of this contract, Contractor shall obtain and continue in effect a Comprehensive Business Automobile Liability policy with a minimum limit of not less than \$3,000,000 combined single limit for personal injury, death or property damage. Coverage shall be applicable to all owned, hired or non- owned vehicles used in any of the activities associated with the operation.

#### 4. Workers' Compensation and Employers' Liability Policy

written in accordance with the laws of the State of Nebraska and providing coverage for any and all employees of Contractor. This

policy shall include Employer's Liability coverage with limits not less than \$1,000,000 per occurrence.

**5. Garage Keepers' Legal Liability**

Policy with a minimum limit of not less than \$250,000 per occurrence, providing at least the following minimum coverages:

- a. Collision or overturn
- b. Comprehensive

**B. Additional Requirements**

The following are required to be made a part of each of the above-required policies, except for the Comprehensive Crime Policy.

1. The City of La Vista, its employees, officers, officials, agents, volunteers, and contractors are hereby added as additional insureds as applies to any and all Services or operations performed by or on behalf of Contractor and for the City to the extent of Contractor's indemnification obligations herein.
2. For any claims related to the Services and this Agreement, the Contractor's insurance coverage will be primary insurance with respect to City, its officers, officials, agents, volunteers, contractors, and employees. Any insurance or self-insurance maintained by City for itself, its officers, officials, agents, volunteers, contractors, or employees will be in excess of Contractor's insurance and will not be brought into contribution orproration.
3. Thirty (30) days prior written notice of cancellation shall be given to the City in the event of any cancellation and/ or non-renewal in coverage.
4. There shall be no subrogation with respect to the City or its officials, officers, employees, agents, volunteers, or contractors.

**C. Severability of Interest**

The terms of the general liability and automobile liability policies shall apply separately to each insured, as though a separate policy had been issued to each.

**D. Proof of Coverage**

Copies of all the required endorsements shall be attached to a Certificate of Insurance that shall be provided by Contractor's insurance company to City before Contractor begins performance of this Agreement as evidence of the required Coverages.

**SECTION 23. MISCELLANEOUS**

**A. Integrated: Modification**

This Agreement embodies the entire agreement of the parties and cannot be amended or modified except by a written agreement signed by both parties.

**B. Section Headings**

The section headings contained herein are for convenience in reference and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

**C. Severability**

In the event any covenant, term or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other valid covenant, term or conditions herein contained.

**D. Time of Essence**

Time is of the essence to each provision of this Agreement,

**E. Authority**

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

**F. Covenants against Contingent Fees**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

**G. Business License.**

Contractor will obtain and maintain a City of La Vista Occupation License for the term of the Agreement, as may be amended from time- to-time.

**H. Conflict of Interest.**

Contractor for itself and on behalf of Contractor's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in

the projects affected by this Agreement. Contractor further warrants that neither Contractor, nor Contractor's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Contractor shall file with City an affidavit disclosing this interest.

#### SECTION 26. NOTICES

A. All notices and other communications required or permitted to be given under this shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows or as either party shall designate by written notice to the other:

To City:  
Cody Meyer  
Building Superintendent  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

Rita Ramirez  
Assistant City Administrator  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

To Contractor:  
ABM Industry Groups, LLC  
5300 South 73rd Street, Suite #1  
Ralston, NE 68127  
Attn: Branch Manager

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

All recitals at the beginning of this Agreement and all exhibits referenced in this Agreement shall be incorporated into this Agreement by reference.

IN WITNESS HEREOF, duly authorized representatives of City and Contractor have executed this Agreement below.

CITY: City of La Vista

Contractor: ABM Industry Groups

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

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

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

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

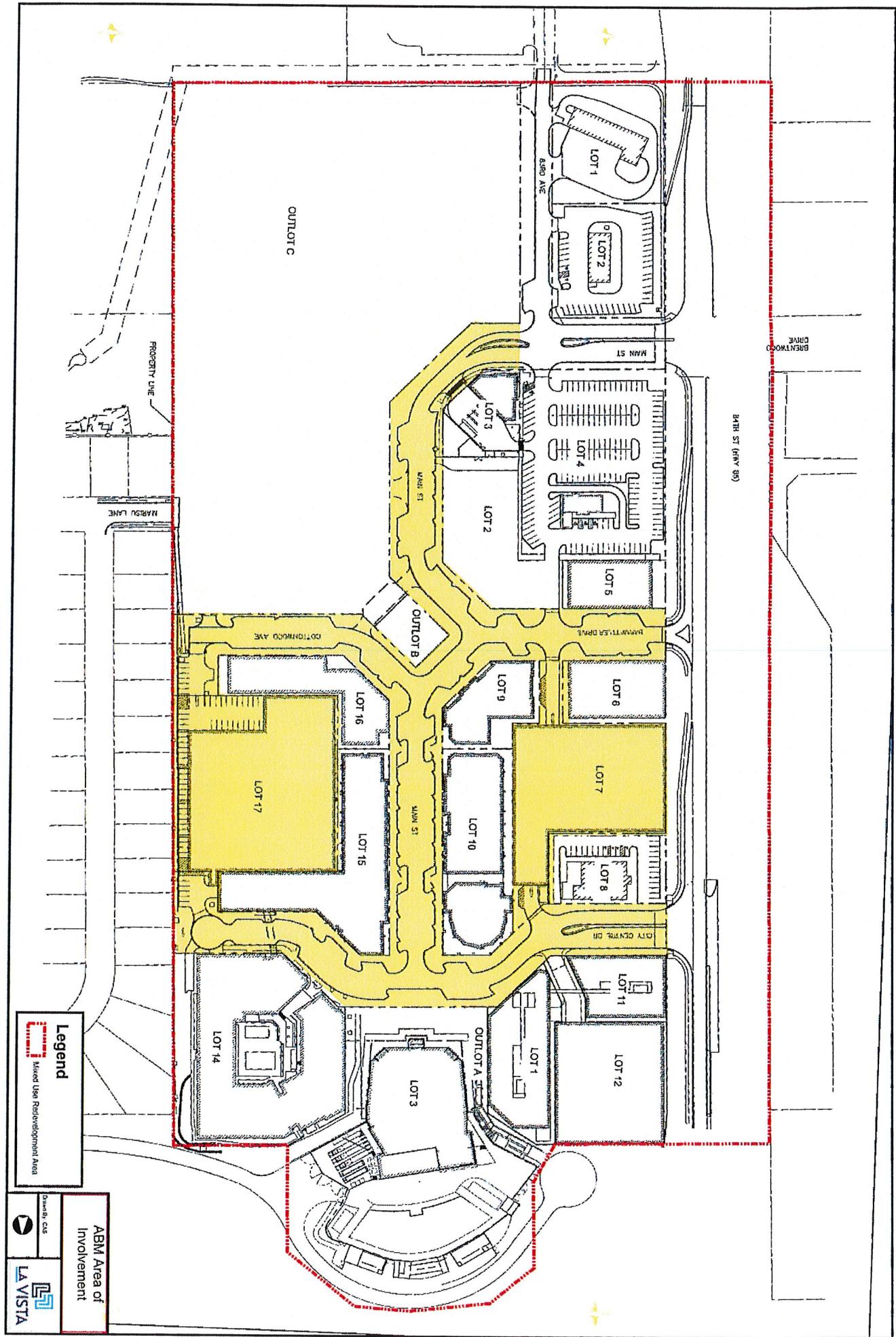
Title: \_\_\_\_\_

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

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

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

# Exhibit A



# Exhibit B

Rapid Charge Station	\$0.33/min. after 6 hours \$5/hr. – First 2 hours \$0.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
<b>Parking Permit Fees:</b>	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Monthly Parking – Business Reserved	\$100/Month per permit
Off-Street Parking – Parking Structure No. 1 –	3 hours free (\$0), after which \$1.00/hr. up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
Off-Street Parking – Parking Structure No. 2	\$1.00/hour up to \$10/day (Parking Day runs 6a.m. - 6a.m.)
On-Street Parking	free (\$0) with three (3) hour limit
<b>Parking Ticket Fees</b>	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

# Exhibit C

# City Of La Vista

## Estimated Year 1 Parking Budget

### EXPENSES

#### Parking Payroll

Payroll Expense	\$82,500	(One Full Time, One Part Time)One full time manager for parking operations, sales and enforcement of garage. We will add special events staffing and more hours for cleaning once city requests and as needed. Also, one staff for 4 hours per day, Monday - Friday for trash and cleaning in and around garage.
Payroll Taxes	\$9,900	Federal and State Taxes
Worker's Compensation	\$5,363	Worker's Compensation Tax.
Vacation	\$580	PTO for Part Time Employee. Manager is would be salary and figured 52 week pay.
401k	\$2,300	All employees are eligible to participate in the 401k program after 1 year of employment. The match is 100% for the first 3% and 50% for the next 2%. For budget purposes, we have assumed participation by salaried employee.
Health & Welfare	\$4,125	Health insurance for employees.
Total Payroll	\$104,768	
Other Expenses		
Administrative Expenses	\$0	Included with ABM's Management Fee
Accounting	\$0	Included with ABM's Management Fee
Personnel Selection	\$0	Included with ABM's Management Fee
Training & Education	\$0	Included with ABM's Management Fee
Base Management Fee	\$56,400	Monthly Fee of \$4700
Incentive % Mgmt Fee	\$0	
Licenses & Permits	\$0	Included with ABM's Management Fee
Data Processing	\$0	
A/R & Analysis Software	\$0	Included with ABM's Management Fee
Telephone	\$0	City to supply internet for intercom to call center and CC processing.
Credit Card Bank Fees	\$0	Fees charged by the banks and Credit Card companies for processing, Visa, Mastercard Am Ex, etc. will be around 3% of all credit card payments.
Monthly Sweeping of Garage	\$13,000	Power sweeping of both garages
Annual Flood Wash Down of Garage	\$2,100	Hose down of both parking facilities with 2" fire hose by ABM Staff
Semi-Annual Power washing of Garage	\$7,800	\$1950 per power wash.
Rubbish Removal	\$2,400	Weekly Trash Service of On-site Dumpster
Repairs & Maintenance	\$0	See notes in proposal. Will work with city on on-going budget.
Snow Removal	\$0	See notes in proposal. Will work with city on on-going budget.
Striping	\$0	Will not be needed year 1.
Office Supplies	\$0	Included with ABM's Management Fee
Uniforms	\$0	Included with ABM's Management Fee
Monthly Permits & Hangtags	\$750	Estimate based on number of stalls.
Tickets/receipts for PARCS equipment	\$2,000	Depends on transient parking usage.
Forms and Printing for enforcement	\$0	Included with ABM's Management Fee
Cleaning Supplies, Misc items for garage	\$2,400	Supplies used in the garage for cleaning, oil spills,
Utilities	\$0	Paid by the City
Call Center/Garage/Intercom Service	\$9,000	24/7/365 Call Center \$500 per month
Insurance PLPD and Garage Keepers Ins.	\$15,600	Carried through ABM's master insurance agreement.
<b>TOTAL OPERATING EXPENSES</b>	<b>\$216,218</b>	
<b>NET OPERATING INCOME</b>		

# Exhibit D

City of La Vista, Nebraska  
Snow Removal Guidelines for Public Parking Structures

In order to prolong useful life and provide for a safe and structurally sound public parking facility, frozen precipitation shall be removed and mitigated in adherence to the following guidelines:

- *Snow removal vehicles shall adhere to the maximum live load limits of the structure, 40 p.s.f or 3,000 lbs wheel load.*
- *Snow removal operators shall avoid dropping heavy or sharp objects onto the parking surface.*
- *Snow removal operators shall avoid dragging heavy or sharp objects across the parking surface.*
  - *Plow blades shall be affixed with rubber blades or other material designed to prevent the steel blades from contacting the parking surface.*
  - *Steel blade shall be kept at a minimum of 1/8 (but preferably 1/2) inch from the parking surface.*
- *Snow removal equipment shall not be equipped with studded tires or have tire chains affixed.*
- *Operators shall be aware of and avoid damage to expansion joints within the structure.*
  - *Operators shall remove snow in such a pattern that expansion joints are approached by the blade or bucket at an angle not greater than 75 degrees.*
- *Piled snow shall not be left on the deck surface for an extended period of time.*
- *Chemical deicers (including but not limited to Sodium Chloride, Calcium Chloride, Potassium Chloride, Magnesium Chloride, Ammonium Nitrate, and Ammonium Sulfate) shall not be used. Calcium Magnesium Acetate and Urea may be used if necessary as a matter of public safety, with express permission of the La Vista Public Works Director or their designee and as allowable by State and local laws.*
- *Drainage system shall be protected with filters of burlap or straw prior to the use of sand for deicing.*
- *Wheeled and tracked snow removal equipment is required to have backing horns, lights, or strobes.*
- *Snow removal equipment and material storage is prohibited onsite.*
- *Contractor is to document any garage damage done by sub-contractor, contractor/subcontractor to remedy at no expense to the owner. Owner shall approve any proposed work to remedy damages prior to commencement of work.*

1. Chrest, et al. (2012). *Parking Structures: Planning, Design, Construction, Maintenance and Repair*. Retrieved from URL: [https://books.google.com/books?id=Wtd5BgAAQBAJ&pg=PA3&dq=parking+structures+third+edition&hl=en&sa=X&ved=0ahUKEwiVz5Knhb\\_iAhVDd6wKHfkLD1wQ6wEIKzAA](https://books.google.com/books?id=Wtd5BgAAQBAJ&pg=PA3&dq=parking+structures+third+edition&hl=en&sa=X&ved=0ahUKEwiVz5Knhb_iAhVDd6wKHfkLD1wQ6wEIKzAA)

2. Monroe. (2019). *The Structural Maintenance of Parking Garages*.  
Retrieved from URL:  
<https://www.carlwalkerconstruction.com/wp-content/uploads/2018/04/The-Structural-Maintenance-of-Parking-Garages.pdf>

# 2022-2023 Snow Removal Rates

La Vista Parking Garage - 8001 S 84th Street



## Parking Lot - Per push or visit

1-2" of snow rate	Hourly	Initials:
2-4" of snow rate	Hourly	
4-6" of snow rate	Hourly	
6-8" of snow rate	Hourly	
8-10" of snow rate	Hourly	
10" + of snow rate	Hourly	

## Sidewalks

Snow Blower/Shovel	\$65.00/per man hour	Initials:
*Snowrator (Sidewalk snow removal machine)	\$95.00/per man hour	

\*This machine is more efficient and also applies liquid de-icer

## De-Icing Applications

Parking Lot – Salt	\$175.00/ton	Initials:
Parking Lot - Ice Slicer <i>(Applies at approx. 1/3 the rate of salt, melts to lower temps, is easier on concrete and requires less return visits)</i>	\$345.00/ton	
Parking Lot - Liquid De-Icer (20k sq ft min)	\$8.50/1,000 Sq Ft (3.95/gal)	Initials:
Sidewalk – Blended Ice Melt <i>(Melts to -5)</i>	\$25.00/bag (\$0.50/lb)	Initials:
Sidewalk – 100% Mag. Chloride Ice Melt <i>(Melts to -25, easier on concrete and requires less return visits)</i>	\$35.00/bag (\$0.70/lb)	Initials:
Sidewalk - Liquid De-Icer (5 Gal Min)	\$5.95/Gal	Initials:

## Snow Hauling/Moving/Partial Visits and Return Visits/Extreme Weather – Hourly Rates

Plow Truck	\$110.00/hour	Initials:
Skid Loader	\$130.00/hour	
UTV/ATV with blade or mini loader with blade or broom	\$95.00/hour	
Rubber Tire Front End Loader	\$195.00/hour	
Tandem Dump Truck <i>*Dump Fee May Apply</i>	\$145.00/hour	
Tractor Trailer Side Dump <i>*Dump Fee May Apply</i>	\$175.00/hour	

\*Events during holidays may be charged at time and a half to compensate our staff for missing time with their families.

\*A visit may be billed at a minimum of 2-3 hours or units

\*During Blizzarding or excessive snow (Over 10" in 48 hours, extreme wind and/or cold) surcharges may apply due to higher labor demands

Sign to Approve

Date

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL  
JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVE NEW COUNCIL POLICY STATEMENT – RULES & REGS FOR USE OF THE LINK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared to approve a new Council Policy Statement (CPS) regarding rules and regulations for use of the Link.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City's newest facility, the Link, is nearing completion and will become available for use by the public. The adjacent, privately developed music venue, the Astro, is also nearing completion and desires to use the Link in conjunction with outdoor concerts that will be scheduled at the Astro. Consequently, rules and regulations, as well as fees, need to be established for the use of the Link facility.

A similar Council Policy Statement (CPS) is already in place for use of the Community Center facility. The CPS being proposed for consideration has been prepared using the existing Community Center CPS as a guideline. Fees associated with the use of this facility will be established in the City's Master Fee Ordinance.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A NEW COUNCIL POLICY STATEMENT.

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

WHEREAS, a new Council Policy Statements has been prepared regarding rules and regulations for use of the Link and it has been reviewed by the City Administrator, Finance Director, City Attorney, Assistant Recreation Director and Events Coordinator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement regarding rules and regulations for use of the Link subject to any such changes/modifications by the City Attorney and City Administrator, and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

PASSED AND APPROVED THIS 18TH OF JULY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**Policy, Rules and Regulations for Use of the Link****Administration**

The administration, scheduling and maintenance of the Link shall be the responsibility of the City of La Vista Recreation Department. For purposes of this policy statement, "the Link" means the real property and public plaza, restroom, concession and other improvements to real property owned and identified as such by the City in the transition areas between Central Park and the Mixed Use Redevelopment Area, and all City-owned fixtures, facilities, furnishings, equipment and supplies used in connection with such improvements.

The scheduling, consideration and approval of requests to use the Link shall be the responsibility of the Recreation Director of the City of La Vista or his/her designee ("Recreation Director"). Decisions of the Recreation Director in connection with the Link shall be final and binding on all parties, unless appealed in accordance with the following two sentences. A decision of the Recreation Director may be appealed in writing to the City Administrator or any designee of the City Administrator ("City Administrator") within five (5) calendar days after the decision. Any such appeal shall be hand delivered to the City Administrator at La Vista City Hall for review and final resolution and decision, which review, resolution and decision shall be final and binding on all parties.

Fees for use of the Link shall be reviewed annually by the Recreation Director and any additions, subtractions, or changes shall be approved by the Mayor and City Council.

**The Link Usage**

The primary purpose of the Link is to be an amenity to Central Park that will provide outdoor activity spaces as well as restroom and kitchen/concession facilities for the general public. A secondary purpose of the Link is to allow individuals and groups ("Users" or each a "User") to rent the facility for special events ("Use").

The Recreation Director from time to time shall establish, and from time to time may supplement, eliminate or modify, additional policies and procedures for use of the facility as the Recreation Director determines necessary or appropriate, along with the necessary fees. These policies and procedures shall be in written form and available to the public upon request, and shall include such agreements, permits or other documents ("Agreements") governing the Use, in form and content satisfactory to the Mayor, City Administrator, Recreation Director or any designee of the Mayor, City Administrator or Recreation Director.

The City shall have priority to use the Link for such events or uses as the Mayor, City Council or City Administrator from time to time determines, including without limitation Salute to Summer or other events for residents of the City. Requests and uses of the facility for special events will be subject to such City uses.

# **City of La Vista**

## **Council Policy Statement**

### ***Policy, Rules and Regulations for Use of the Link***

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*The City of La Vista prohibits the use of the Link for political activities except for open public debates sponsored by non-partisan organizations.*

The Recreation Director shall be authorized to grant use of the Link in accordance with this policy statement and such additional or different policies and procedures as in effect from time to time.

#### **The Link Rules and Regulations**

1. The Recreation Director will determine and maintain the schedule for the Link, including without limitation determining dates and times that the Link is available for use, which schedule shall be subject to review and approval or revision by the Mayor or City Administrator from time to time in the sole discretion of the Mayor or City Administrator.
2. An application for use of the Link shall be submitted in writing to the Recreation Director in such form, content and time as specified by the Recreation Director or applicable policies procedures.
3. Every User shall, during the time of such Use, be responsible for the preservation of law and order on the property.
4. Consumption or possession of alcoholic beverages shall be permitted for an event only as approved by the Mayor, City Council or Recreation Director. Compliance with liquor license requirements as well as off duty police security satisfactory to the La Vista Police Chief will be required.
5. If outside food service is requested that requires use of the commercial kitchen facilities, a caterer must be used that is on the City's list of approved caterers.
6. Possession of firearms/weapons shall be prohibited on the premises, except for off duty police assigned to provide security during the Use.
7. Use of fixtures or equipment at the Link, if available, may be requested on the written application for Use. Fee structures will be outlined in the City's Master Fee Ordinance. Privately owned equipment or materials, if permitted, shall be promptly removed from the Link at the conclusion of the event unless otherwise approved in advance by the Recreation Director.
8. Table and chairs, if available, may be requested when completing the application for Use. Associated fees will be outlined in the City's Master Fee Ordinance.
9. All areas of the Link shall be restored to a good, neat, clean and orderly condition and the condition existing at the commencement of the Use, trash shall be placed in proper containers, and personal property shall be removed.
10. Users of the Link shall comply with all applicable laws, rules and regulations, including without limitation all smoking, fire and other public safety laws or regulations.
11. Use of the Link by groups composed of minors (21 years of age and under) shall be granted only to adults who apply for and are granted permission to use the Link, accept the responsibility for supervising the group and ensure all applicable requirements are satisfied throughout their activity.
12. Decorations shall be allowed as specified from time to time by the Recreation Director provided no nails, tacks, adhesive, or staples shall be used on the walls, ceiling or equipment, fire hoses or extinguishers shall not be covered by decorations, or any

# **City of La Vista**

## **Council Policy Statement**

### *Policy, Rules and Regulations for Use of the Link*

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obstructions placed so as to interfere with their use in case of emergency. Decorations shall be removed at the conclusion of the event/rental.

13. The placing of obstacles such as chairs, tables, benches, decorations, etc., which obstruct exit signs or doors or potentially interfere with exiting shall not be permitted.
14. The burning of candles or any open flames is not permitted.
15. The installation or use of additional electric wiring or the use of electrical appliances on any of the Link's electrical circuits shall be subject to prior written approval by the Recreation Director.
16. All activities must end by 10:00 p.m. and the Link must be restored to a good, neat, clean and orderly condition and the condition existing at the commencement of the Use, all personal property other than City property shall be removed, and the premises shall be vacated by all persons no later than 11:00 p.m. unless prior written approval is obtained from the Recreation Director.
17. User shall be responsible for the premises, and all persons, events or occurrences on the premises or arising out of or resulting from the Use, including without limitation the conduct, acts or omissions of participants at an activity. Not in limitation of the foregoing, User shall be liable for all claims, liabilities, costs and expenses whatsoever arising out of or resulting from the Use.
18. Use of the Link shall be subject to any further direction as the Recreation Director, City Administrator or Police Chief from time to time determine necessary or appropriate.

### **Link Fees**

Security deposits shall be required of all Users in such amount as established in the Master Fee Ordinance or by the Recreation Director from time to time, and such security deposits shall be paid at time of reservations. Security deposits shall be returned to the User after the Use, provided the Recreation Director determines that there is not any damage to the Link or losses, claims, liabilities, costs or expense arising out of or resulting from the Use, and User has fulfilled all responsibilities agreed upon in the application or in any Agreement. The deposit shall be retained and used by the City to repair any damage to the Link, clean or restore the premises, or pay any losses, claims, liabilities, costs or expenses arising out of or resulting from the Use; and the User shall be billed for costs and expenses which exceed the deposit. Cancellation less than two (2) weeks before the Use causes the City to incur substantial damages that are difficult or impossible to determine. Security deposits shall be automatically retained by the City as liquidated damages if the User does not inform the Recreation Department in writing at least two (2) weeks in advance that the User will not be using the Link. This does not apply if the Recreation Director determines that an activity must be cancelled due to weather.

All fees due shall be paid at least one (1) week in advance of the scheduled event. Failure to comply with the immediately preceding sentence will result in the cancellation of the reservation and Use, and the City shall retain the security deposit as liquidated damages pursuant to the immediately preceding paragraph.

## **City of La Vista**

### **Council Policy Statement**

#### *Policy, Rules and Regulations for Use of the Link*

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Provisions of this policy statement shall apply except as otherwise specified from time to time by the Mayor, City Council or City Administrator. Permission to use the Link shall not transfer or convey to a User any rights or interests other than a nonexclusive right to use the Link for approved date, time and Use. Fees shall be established, supplemented, eliminated or modified from time to time by the Mayor and City Council as a part of the City's Master Fee Ordinance.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMEND MASTER FEE ORDINANCE – PARKING FEES AND LINK USAGE BASE FEE	◆ RESOLUTION ◆ ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR/ DIRECTOR COMMUNITY SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the master fee ordinance to add and amend parking fees and add a base fee for use of The Link.

**FISCAL IMPACT**

Revenue from parking fees and facility use fees go into the General Fund.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City is anticipating the opening of two new public facilities in City Centre and Central Park in the near future. A second parking garage in the City Centre development and The Link, a pavilion structure that will be an amenity to Central Park and provide opportunities for outdoor activities as well as restroom and kitchen/concession facilities, are scheduled for completion in the next 30-60 days. In conjunction with the opening of these public facilities, the Astro music venue, which is being constructed by a private developer, is also scheduled for completion in the same time frame.

City staff has been meeting for several months regarding the operation of these new public facilities and how they will potentially interact with the private development. You will recall that when the City's first Parking Structure was opened, we established parking permit fees as well as daily use fees for this facility. As we considered the opening of the Astro and its adjoining amphitheater and the large influx of visitors it will bring to the City, it was determined that a slightly different fee schedule for Parking Structure No. 2 should be considered.

We anticipate that the bulk of the initial event visitors will be using Parking Structure No. 2 due to its adjacency to the venue. After discussing multiple options about how to handle event parking with our parking management provider (ABM), we are recommending the following:

Parking Structure No. 1 – No changes at this time. We have previously established parking permit fees and ticketed parking is first three hours free, \$1/hour after that, with a maximum of \$10/day.

Street Parking – No changes at this time. Free parking on the streets with a 3-hour time limit.

Parking Structure No. 2 – Ticketed parking at \$1.00/hour with a maximum of \$10/day.

We will be using a parking service “app” as well that will allow visitors to pre-pay for a parking spot and scan their phone for entry and exit to the garage.

A new parking permit fee of \$100/month for a Business Reserved space is also being proposed. We would designate approximately 10 spaces in each of the parking garages close to the ground floor retail spaces for businesses who want a reserved space for their service vehicles.

Once the music venue is operational and as City Centre continues to build out, there will very likely be updated parking management decisions based on observation and actual usage. We anticipate monitoring parking usage during the initial months of operation and reviewing again prior to the spring outdoor concert season.

The other change being proposed to the Master Fee Ordinance is the addition of a base fee for use of The Link. This fee would be for an outside group using the entire space and providing all of their own operations and maintenance staffing, as well as taking care of all clean up and trash disposal. We are recommending establishing this fee now in anticipation of the Astro requesting to use the facility in the very near future.

We do plan to bring a more detailed fee schedule for use of The Link back for Council approval as we work through the various other options that will also be available for rental of this facility. The space could be rented with or without one or both of the kitchen areas; a group might want tables and chairs or other equipment provided by the City which may or may not necessitate a technical coordinator from the City; there will be groups that want to use an approved caterer while others might want to bring in simpler food offerings. We have started working on proposed fees for these various scenarios and will bring a recommendation back to Council for an additional update to the Master Fee Ordinance.

It is also worth noting that as this facility begins operation, we will be monitoring the costs associated with its use and potentially making future recommendations for changes to the fee schedule.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND ORDINANCE NO.1475, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

**Section 1. General Fee Schedule.** The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

**(Apply inside City limits and within the Extra-territorial zoning jurisdiction)**

**Building Permit**

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule
<b>Plan Review Fee</b>	
Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
<b>Design Review (non-refundable)</b>	
Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500

**Rental Inspection Program**

**License Fees:**

Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00

**Inspection Fees:**

Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	
Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below
Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
Re-inspection Fee	\$100.00

Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee Refund Policy	3x Regular permit fee 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit: Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Small Wireless Facilities	\$500 per application for up to five small wireless facilities
Support Structure for Small Wireless Facilities	\$250 per structure
Eligible Facilities Permit	\$250 per application (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00

Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or	
Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving,	
Resurfacing, etc. Permit	\$250

#### **RIGHT-OF-WAY PERMIT FEES**

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

**FIRE INSPECTION FEES****Plan Review Fees**

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100.00
21-50 devices	\$200.00
51-100 devices	\$300.00
101-200 devices	\$400.00
201-500 devices	\$500.00
Over 500 devices	\$500.00 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00
<b><u>Child Care Facilities:</u></b>	
0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
Inspection	\$25.00
<b><u>Liquor Establishments:</u></b>	
Non-consumption establishments	\$60.00
Consumption establishments	\$85.00
<b><u>Nursing Homes:</u></b>	
50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00
<b><u>Fire Alarm Inspection:</u></b>	
Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00
<b><u>Sprinkler Contractor Certificate:</u></b>	
Annual	\$100.00
<b><u>Fuels Division:</u></b>	
Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks	
(tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

**GRADING PERMIT FEES**

5 acres or less	\$ 500
More than 5 acres	\$1,000

**TAX INCREMENT FINANCING (TIF) APPLICATION FEES**

Application Fee	\$3,000
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Administrative Fee	1.5% on TIF Principal up to \$2,000,000
	1% on TIF Principal amount above \$2,000,000 thru \$4,000,000

Bond Related Fee	No additional administrative fee for TIF Principal above \$4,000,000 Actual Fees, Costs & Expenses Incurred by the City
<b><u>PACE PROGRAM</u></b>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<b><u>ZONING FEES</u></b>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	

**OCCUPATION-TAXES**

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	

Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of &75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$ 1.00/pawnbroker
Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses - indoor and outdoor	\$100
Restaurants and Drinking Places,	Effective March 1, 2023 – Occupation tax of 1% of gross receipts pursuant to Municipal Code Sections 113.40 through 113.46

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder

based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750
Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit		\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City		\$ 75
Service stations selling oils, supplies, accessories for service at retail		\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)		5% of gross receipts
Telephone Surcharge - 911		\$1.00 per line per month
Tobacco License		\$ 15 (based on State Statute)
Tow Truck Companies		\$ 75
Late Fee (Up to 60 days)		\$ 35
Late Fee (60-90 days)		\$ 75
Late Fee (over 90 days)		Double Occupation tax or \$100, whichever is greater
<b><u>CONVENIENCE FEES</u></b>		
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal Credit Cards, Debit Cards, & Digital Wallet		2.5% of transaction + \$0.30
E-Checks		\$1.50 for transactions $\leq$ \$60,000
All Other Payments		
Credit Cards		3% of transaction with \$2 minimum transaction
E-Checks		\$3 for transactions $\leq$ \$10,000 \$10 for transactions $>$ \$10,000
<b><u>OTHER FEES</u></b>		
Barricades		
Deposit Fee (returnable)		\$ 60/barricade
Block Parties/Special Event		\$ 5/barricade per day
Construction Use		\$30 ea. (7 days maximum)
Blasting Permit		\$1,000
Bucket Truck Rental w/operator		\$150 per hour
Charging Station Fees		
Standard Charge Station		\$2/hr. – First 6 hours \$0.33/min. after 6 hours

Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
<u>Monthly Parking – Business Reserved</u>	<u>\$100/Month per permit</u>
Off-Street Parking – <u>Parking Structure No. 1</u> –	3 hours free (\$0), after which \$1.00/hr. up to \$10/day (Parking Day runs 6a.m. – 6a.m.)
<u>Off-Street Parking – Parking Structure No. 2</u>	<u>\$1.00/hour up to \$10/day</u> (Parking Day runs 6a.m.- 6a.m.)
On-Street Parking – free (\$0) with three (3) hour limit	
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)
Pawnbroker Permit Fees:	

Initial	\$ 150
Annual Renewal	\$ 100
Pet Store License	\$ 50 (In addition to Occ. License)

Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	

### **PUBLIC RECORDS**

Request for Records	\$15.00/Half Hour (after first 4 hours) + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

\*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
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Comprehensive Plan	\$ 50
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Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
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Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30

Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
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Ward Map	\$ 2
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Fire Report	\$ 5
Police Report	\$ 5

Police Photos (5x7)	\$ 5/ea. for 1-15 \$ 3/ea. for additional
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Police Photos (8x10)	\$10/ea. for 1-15 \$ 5/ea. for additional
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Police Photos (Digital)	\$10/ea. CD
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Criminal history	\$10
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### **FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include	\$25
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single family or duplexes)	\$25
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Renewal Fee for Alarm System (not to include	\$25
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single family or duplexes)	\$35
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False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge

2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm  
(not to include single family or duplexes)

#### **RESCUE SQUAD FEES**

Basic Life Support Emergency	\$ 750
Basic Life Support Non-Emergency	\$ 750
Advanced Life Support Emergency I	\$ 850
Advanced Life Support Emergency 2	\$1050
Advanced Life Support Non-Emergency	\$ 850
Mileage - per loaded mile	\$ 17

#### **LIBRARY FEES**

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Fax		\$2.00 up to 5 pages
Fines		
Books		\$ .05/day
Audio Books/Board Games/CDs		\$ .10/day
DVDs/		\$ 1.00/day
Playaway device		\$ 1.00/day
Board Game not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$ .50
Copies		\$ .10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Children's Mini-Camp		-\$15.00
Seasonal/Special Workshops		\$15.00

#### **RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee <u>Community Center</u>	\$10.00

	Resident	Non-Resident	Business Groups
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour

	Resident	Non-Resident	Business Groups
Pickleball Court	\$7/hour	\$10/hour	
Seniors 55+	Free	\$2/hour	
Racquetball/Walleyball Court	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour

Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage	<u>Resident</u>	<u>Non-Resident</u>	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Wallyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Gym (19 and up)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		
(20 punches)			
Non-resident Punch Card		\$35.00	
(10 punches)			
Senior (Resident)	\$-0-		
Non-resident Sr. Punch Card		\$20.00	
(10 punches)			

Variety of programs as determined by the Recreation Director

Fees determined by cost of program

Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Fields:

Tournament Fees	\$ 30/Team/Tournament
Tournament Field Fees	\$ 40/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours
Gate/Admission Fee	10% of Gross

#### The Link

Base Rental Fee Entire Facility \$1,000

User supplies operating staff and is responsible for all cleaning and trash removal.

#### Parks

Open Green Space	\$100/Event	
	<u>Resident</u>	<u>Non Resident</u>
Model Airplane Flying		
Field Pass	\$30*	\$40*

\* includes \$10 club membership 1 – year license

Park Shelters \$15/3 hours \$25/3 hours

Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

\*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95

Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75
3 yr. old Soccer Clinic	\$17/27	\$22/33
Adult Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Adult Volleyball- Spring	\$ 55	\$ 55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235
Senior Spring Softball	\$15 per game per team	
Senior Fall Softball	\$17 per game per team	

**Special Services Van Fees**

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

**Section 2. Sewer Fee Schedule.****§3-103 Municipal Sewer Department; Rates.**

A. **Levy of Sewer Service Charges.** The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.

B. **Computation of Sewer Service Charges.** For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.

C. **Amount of Sewer Service Charges.** The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows
  - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - -\$12.97 per month.
  - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex

that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.91 per month.

- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$13.91 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$23.91. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
- 2. The flow charge for all sewer service users shall be \$4.41 per hundred cubic feet (ccf).
- 3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
- 4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

**Section 3. Sewer/Drainage Connection Fee Schedule.** A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2020	Effective 1/1/2021
Residential		
Single Family Dwelling	\$1,364	\$1,432
Duplex	\$1,364/unit	\$1,432/unit
Multiple Family	\$ 1,064/unit	\$1,117/unit
Commercial/Industrial	\$7,407/acre of land as platted	\$7,777/acre of land as platted
Park/Common Area (incl. Athletic Fields)		\$435/acre of land as platted

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.

D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No.147556. Ordinance No. 147556 as originally approved on February 7, 2023~~August 2, 2022~~ and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

- (1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.
- (2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.
- (3) Rental Inspection Program License fees shall be effective January 1, 2011
- (4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS 18<sup>7</sup>TH DAY OF JULY~~FEBRUARY~~ 2023.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – MOBILE STAGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRIAN ALLEN EVENTS COORDINATOR

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of one (1) 20'x16' Mobile Stage from Astra Stages, Pittsburgh, KS in an amount not to exceed \$61,000.

**FISCAL IMPACT**

The FY23 Capital Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

During the FY23-FY24 budget preparation process, consideration was given to preparing for the opening of The Link as well as the privately developed Astro music venue and amphitheater, as well as how these new facilities might impact our event planning. We budgeted for multiple types of equipment to enhance our ability to provide increased and higher quality community events. A mobile stage was one of the budgeted items.

During the first part of this year, the Events Coordinator researched mobile stages in an effort to determine the best purchase for the City. The proposed purchase would provide the Recreation Department with a mobile stage that would be utilized for outdoor community events in a variety of settings across the city including parks and public areas. Outdoor event uses would include: live music, movies, judge's stage, awards stage, parades, youth programming and entertainment, Recreation programs and activities, rental opportunities, and additional collaborations for events and activities within the City Centre development as well.

The mobile stage being recommended is designed specifically for use by municipalities as it is value engineered to vastly reduce costs compared to the other available stages in the market, allows for easier install, and can be towed by a standard ¾ ton truck. Quotes were received from other vendors and those ranged from \$100,000 to \$130,000.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 20'x16' MOBILE STAGE FROM ASTRA STAGES, PITTSBURGH, KS IN AN AMOUNT NOT TO EXCEED \$61,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a one (1) 20'x16' Mobile Stage is necessary; and

WHEREAS, the FY23 Capital Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) 20'x16' Mobile Stage from Astra Stages, Pittsburgh, KS in an amount not to exceed \$61,000.00.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk



**ASTRA STAGES, LLC**  
3303 Airport Circle  
Pittsburg, KS 66762-8547  
Ph:620-704-9986

## Quote

Date	Quote #
3/15/2023	LAV230315

Name / Address

---

City of La Vista  
Brian Allen  
8116 Park View Blvd.  
La Vista, NE 68128

		Rep	Project	
Description	Cost	Qty	Total	U/M
Astra LP-2016 Mobile Stage (includes handrails and front skirt)	50,595.00	1	50,595.00	ea
Stairs for LP-2016 Stage	1,400.00	1	1,400.00	ea
Flybar Kit for Hanging Speakers	3,000.00	1	3,000.00	ea
LP2016 Top & Side Banner Kit	2,500.00	1	2,500.00	ea
Light Hanger Bars	395.00	6	2,370.00	ea
70% Blowthrough Backdrop for LP2016	550.00	1	550.00	ea
Anemometer mounting kit w/ anemometer	480.00	1	480.00	ea

# Astra Stages LP2016



Trailer:		
Trailer Length	26' tongue out & 23' 3" folded	7.92 m / 7.08 m
Trailer Width	102"	2.59 m
Trailer Height	6' 10"	3.30 m
Cargo Space	7'6" x 4' 8"	2.9 m x 1.4 m
Cargo Capacity	1,200 lb	272 kg
Trailer Weight	7,080 lb	3,211 kg
Tongue Weight	860 lb	390 kg
Axle Rating	4,400 lb x 2	1,996 kg x 2
Tires	225/75/15	225/75/15
Rim Size	15x6	15x6



Setup

45 min



Crew

2

Stage Deck:		
Floor Size	20' x 16'	6.10 m x 4.88 m
Floor Height	34"	.86 m
Ground to Roof	15' 6"	4.72 m
Structure	3/4" Marine plywood	19 mm Marine plywood
Floor Support	(15) 8,000 lb jacks	(15) 3,629 kg jacks



Stage Roof:		
Covered Roof	21' 5" x 16'	m x 4.88 m
Deck to Roof Top	12' 9"	3.86 m
Surface	Canvas / Alum	Canvas / Alum



Beam Loads:		
Upstage/Downstage/Center	192.5/lb/beam evenly distributed	87.3kg/beam evenly distributed
Fly Bays	1,500 lbs per side	680 kg per side



Other:	
Install Time	45 min to 1 hr
Required Personnel	2
Site Preparation	none
Hauling Mode	Break-Away Bumper Hitch
Power Source	Battery Powered Winch

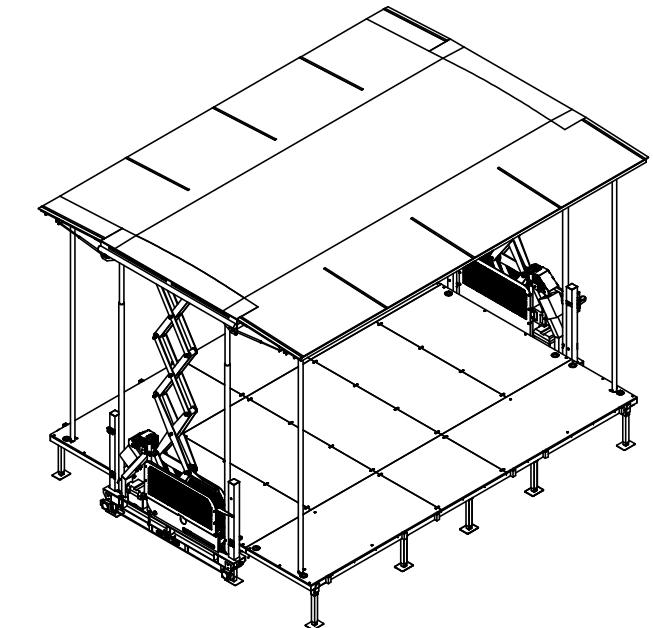
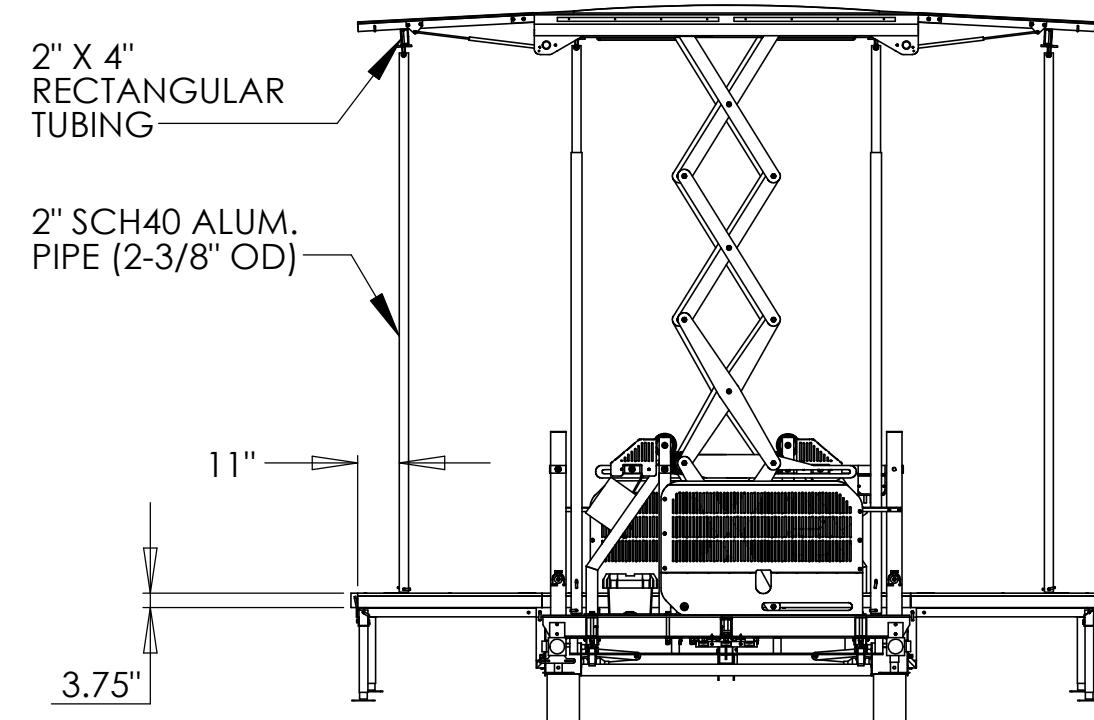
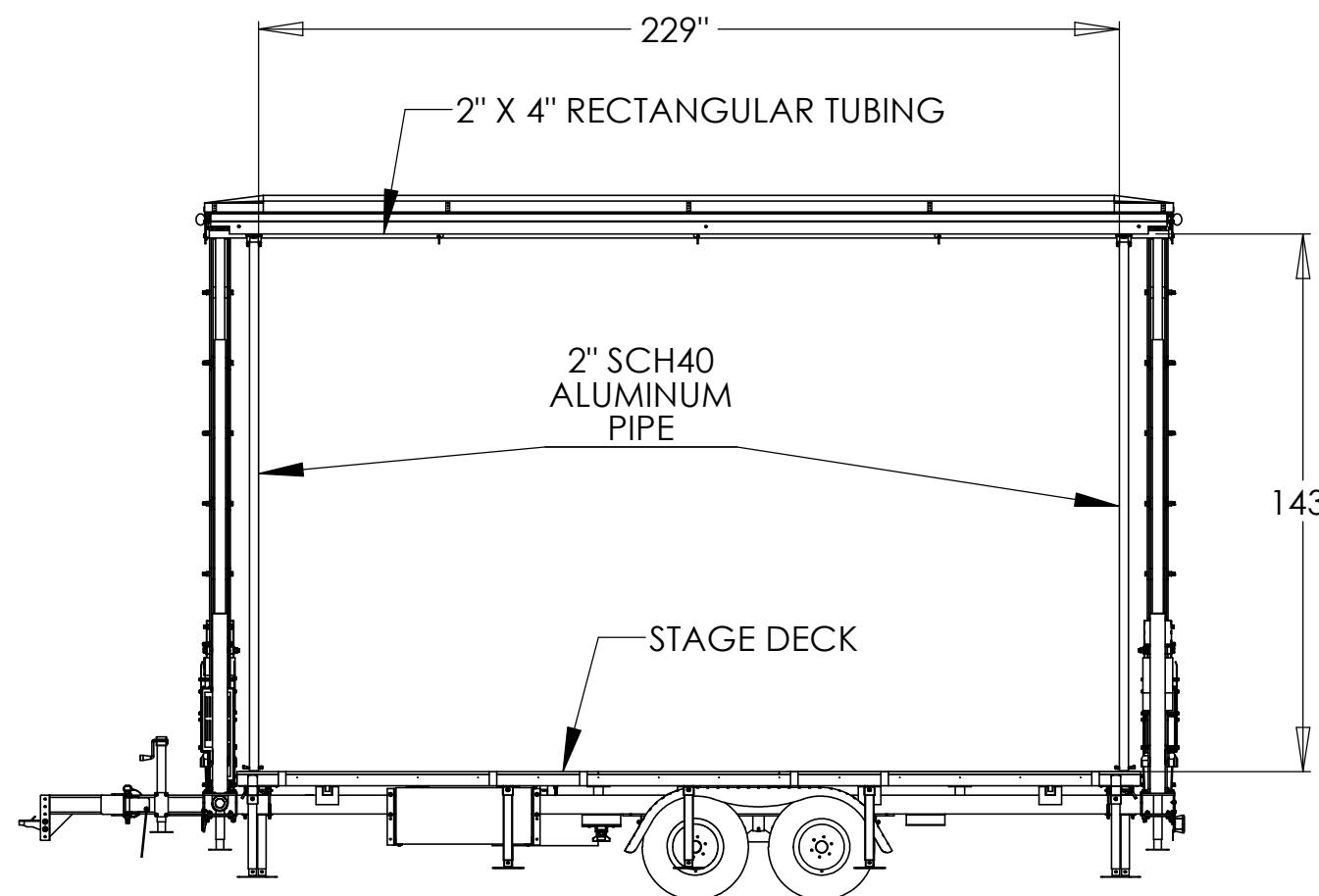


**Astra Stages, LLC**  
 3303 Airport Circle  
 Pittsburg, KS 66762  
[www.astrastages.com](http://www.astrastages.com)

[sales@astrastages.com](mailto:sales@astrastages.com)  
 Ph: 620-704-9986

## NOTES:

1. SWIVEL EYEBOLTS OR RECESSED TIE DOWNS ON THE STAGE FLOOR RECOMMENDED FOR ATTACHMENT AT THE BOTTOM.



REV	DATE	ECO #	DESCRIPTION	DRAWN	GPH	4/12/2023	TITLE:
				CHECKED			LP-2016 DIMENSIONS FOR
				APPROVED			STRETCH VIDEO WALL
				SCALE	NONE		
				SHEET	1 OF 1		
				MATERIAL			
				COMPANY	N/A		
				DWG. NO.	LP-2016VIDEO	REV.	0

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ASTRA STAGES, LLC  
3303 AIRPORT CIRCLE  
PITTSBURG, KS 66762  
P: (620)-704-9986 F: (620)-235-1772

ASTRA Stages

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 18, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – PUBLIC SAFETY SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of the SHIELD Suite & Command Center from LEFTA Systems, Jacksonville, FL in an amount not to exceed \$7,000.

**FISCAL IMPACT**

The FY23/FY24 General Fund budget provides funding for the proposed purchase.

The police department has funds appropriated in two existing systems which total more than \$7,000 in aggregate cost. The police department would reduce cost by eliminating the two existing software programs and transitioning to LEFTA Systems.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The police department is currently using PowerFTO and Vector Solutions software programs to cover field training and use of force reporting. These programs were new to the agency in FY23.

The implementation of LEFTA Systems SHIELD Suite & Command Center contains multiple modules which would be utilized by the police department to include field training software, use of force reporting, vehicle pursuit reporting, managing employee training records, internal affairs, employee conduct tracking, vehicle damage documentation software and academy training software.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF LEFTA SYSTEMS SHIELD SUITE AND COMMAND CENTER, JACKSONVILLE, FL IN AN AMOUNT NOT TO EXCEED \$7,000.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of LEFTA Systems SHIELD Suite & Command Center is necessary, and

WHEREAS, the FY23/FY24 General Fund provides funding for the proposed purchase, and

WHEREAS, LEFTA Systems is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, LEFTA Systems is a highly qualified specialty public safety software provider, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of LEFTA Systems SHIELD Suite & Command Center from LEFTA Systems, Jacksonville, FL in an amount not to exceed \$7,000.00.

PASSED AND APPROVED THIS 18TH DAY OF JULY 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



## SHIELD Suite Sole Source Letter

LEFTA Systems™ is the only vendor that provides one comprehensive software platform, SHIELD Suite, consisting of software applications in the areas of:

- 1. Academy (ATRAX)
- 2. Field Training (LEFTA)
- 3. Employee Training Records (METR)
- 4. Use of Force (FACTS)
- 5. Internal Affairs
- 6. Profiling / Field Investigation (PASS)
- 7. Vehicle Pursuit (VIPR)
- 8. Fleet Vehicle Damage (V-DOC)
- 9. Employee Conduct (EMCOT)
- 10. Immigration Enforcement Tracking (IFIR)

The applications housed under the SHIELD Suite provide an all-inclusive solution for the electronic maintenance and administration of document-based information within an agency. The SHIELD Suite platform also allows a client to manage access for all applications with just one user profile.

Each software application within the SHIELD Suite is a fully independent application that can be customized to client specifications. Customizations can include nomenclature, user permission rights, electronic signature sequence, email alerts and much more.

While they function independently, several of the applications connect with related applications within the platform. The ATRAX academy application links with our LEFTA field training application. LEFTA also links with our employee training records application METR, allowing a clear view of an employee's training from the time they enter the academy until they retire or leave an agency. Other applications allow for the population of data points that were previously captured in different reports, alleviating redundant data entry.

LEFTA Systems™ also offers an optional business intelligence tool that allows clients to intelligently interpret hundreds of data points collected within the SHIELD Suite, as well as incorporating a highly customizable Early Warning System.

We are a cloud-based Software-as-a-Service (SaaS) provider that utilizes Microsoft's AZURE Government to securely host client data with redundancy backup and a four-million-dollar cyber insurance policy.

Our applications are a need-based line of software developed by LEFTA Systems™ specifically to meet the challenges of documenting training and other areas of high liability. LEFTA Systems™ SHIELD Suite is the only integrated product of its kind on the market. We own the development code for these software applications and LEFTA Systems™ is the sole distributor of the SHIELD Suite.

Best regards,

Bryan Selzer  
Chief Executive Officer

# LEFTA Systems Data Security Information

## **CJIS Compliance / Azure Government Information:**

Our entire suite of applications is Criminal Justice Information Services (CJIS) compliant. All law enforcement agencies must follow specific password and access requirements for all user accounts under CJIS Code 5.6.2.1.1.

To learn more, we recommend reaching out to your agency's CJIS Compliance Officer or visit [eCFR :: 28 CFR \(Code of Federal Regulations\) Part 20 -- Criminal Justice Information Systems](https://www.ecfr.gov/lookup/section/28 CFR (Code of Federal Regulations) Part 20 -- Criminal Justice Information Systems)

Our servers adhere to the CJIS Security Policy, required to access the FBI's Criminal Justice Information Services (CJIS) database through the cloud. If your agency handles data that is subject to certain government regulations and requirements (such as NIST 800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS), you will be compliant with LEFTA Systems' hosted applications. Azure servers host all data in the United States and are operated by screened U.S. persons and employ world-class security and compliance services critical to U.S. government organizations. These services include FedRAMP and DoD compliance certifications, CJIS state-level agreements, the ability to issue HIPAA Business Associate Agreements, and support for IRS 1075.

## **Website Hosting & IT Support**

LEFTA Systems understands that agency IT Departments are overburdened with ever growing technological requirements. LEFTA Systems provides the perfect solution requiring zero interaction from your IT department. We host our applications on servers that are more secure than most law enforcement agency servers.

Our Government-Community, cloud-based storage solution is designed to support government scenarios that require speed, scale, security, and compliance for U.S. government organizations. It is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).

## **Physical & Network-Isolated Instance**

Our cloud environment is a completely separate instance from other servers and used only by qualified U.S. government organizations and solution providers such as LEFTA Systems.

## **Security, Privacy & Compliance**

Robust security and stringent privacy and compliance controls meet the higher-level requirements found in ECSB Impact Levels and CJIS.

## **Data Storage**

Our cloud environment provider maintains two datacenters that are over 800 miles apart. All customer-managed data is stored within Continental United States (CONUS) datacenters.

## **Seal of Approval**

The SHIELD Suite has the CJIS ACE seal of approval in accordance with the FBI CJIS Protection Policy, the only industry standard enforcement procedure.

# LEFTA Systems Data Security Information

## Compliance

Along with our Partners, LEFTA Systems continuously works to meet and maintain rigorous and changing federal, state, and local compliance requirements such as FedRAMP, CJIS, ECSB, and HIPAA for U.S. government cloud solutions.

**International Business Information Technologies, Inc. d.b.a. LEFTA Systems**

10950-60 San Jose Blvd., Suite 101

Jacksonville, FL 32223

(800) 405-3109 – Toll Free

**Agreement No.: 06292023-NELPD-01**

Customer		Information	
Qty	Description	List Price	Total
1	<p><b>Annual SHIELD Suite subscription base:</b></p> <ol style="list-style-type: none"><li>1. <b>LEFTA</b> – FTO Patrol</li><li>2. <b>METR</b> – Training Records</li><li>3. <b>FACTS</b> – Use of Force</li><li>4. <b>INTERNAL AFFAIRS</b></li><li>5. <b>PASS</b> – Field Investigation Card/Stop Data Collection</li><li>6. <b>VIPR</b> – Vehicle Pursuits</li><li>7. <b>V-DOC</b> – Vehicle Incident Documentation</li><li>8. <b>EMCOT</b> – Employee Conduct Tracking</li><li>9. <b>Command Center</b>: Customized command staff and public dashboards and enhanced Early Intervention System</li></ol> <p><b>Annual license fee includes IT support, free updates, and hosting</b></p>	\$4,000	\$4,000
50	Annual per user license fee (includes IT support and free updates)	\$40	\$2,000
1	Hosting on Microsoft Azure Government for up to 50 GB of storage.	Included	Included
1	Customization of applications	Included	Included
Unlimited	Unlimited virtual live training sessions for application administrators	Included	Included
TBD	Additional LEFTA FTO applications are available @ \$1,500 each (i.e., Communications, Corrections, Courts, etc.) <b>(Optional Purchase, annual fee)</b>	\$1,500	No
1	One mass upload of historic training records into METR. Data must be submitted as a <u>single file</u> in either CSV or Excel format. <b>(Optional Purchase, one-time fee)</b>	\$1,000	\$1,000
		<b>Y1 TOTAL:</b>	<b>\$7,000</b>
		<b>Beginning Y2</b>	<b>\$6,000</b>

## Terms and Conditions

This **TERMS and CONDITIONS AGREEMENT** ("Agreement") is made and entered into as of the effective date shown in the agreement, by and between **Client** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as LEFTA Systems ("LEFTA Systems").

**1. Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the agreement, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

### **1.1. License Restrictions.**

**1.1.1.** Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title, and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider, or similar arrangement.

**1.1.2.** Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

**1.2. Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed agreement. An invoice is issued and paid net 30-days from the due date listed on the invoice. All fees paid to LEFTA Systems are fully earned and non-refundable. Client shall be solely responsible for the payment of all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. LEFTA Systems will assess an annual fee that will include a cost of living or consumer price index increase not to exceed 5 percent. Customer development projects require a 50 percent (50%) downpayment prior to commencement of work and remaining 50 percent (50%) due upon acceptance by Client.

**1.3. Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1<sup>st</sup> or the 15<sup>th</sup> of the month to match LEFTA Systems billing cycles.

**1.4. Late Fees:** All invoices shall be paid upon receipt from the date on the invoice. If payment is not received within 30-days, it is considered past due. The agency will be assessed a 1.5% increase over the invoiced amount to be processed as a late fee.

## **Term and Termination.**

**Term of Agreement.** The initial term shall be 12 months commencing on the date of the signed Agreement and shall automatically renew for successive 12-month periods unless this Agreement is terminated pursuant to the provisions of Section 1.5.

### **1.5. Termination of Agreement.**

- 1.5.1.** Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.
- 1.5.2.** Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 1.5.3. Fees Nonrefundable upon Cancellation.** If prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 1.5.4.** Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

**2. Confidentiality.** During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a prudent businessperson would use to protect such information. For the avoidance of doubt, ***Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software.*** The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's authority and information that is officially known or becomes officially known through no act or failure to act on the part of the recipient. The provisions of Section 2 shall survive the termination of this Agreement for any reason.

**3. Indemnification.** Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "Indemnified Parties") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

#### 4. Miscellaneous.

- 4.1. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered, or supplemented except by a written agreement signed by both parties.
- 4.2. **Technical Support.** Annual license fee includes unlimited technical support with a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.

Hours of Operation: Monday – Friday (excluding holidays)  
8:00 AM EST – 8:00 PM EST  
Phone Number: (800) 405-3109 Option 1  
Email Address: [support@leftasystems.org](mailto:support@leftasystems.org)

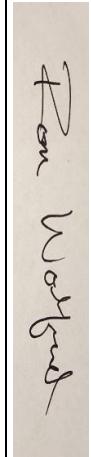
- 4.2.1. Security incidents should be reported immediately via email at [security@leftasystems.org](mailto:security@leftasystems.org).
- 4.2.2. All application updates and/or bug fixes are included.
- 4.3. **Hosting and Data.** The annual license fee includes Client's software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the agreement without additional charge. ***Client is responsible to monitor their data amount.*** Additional storage fees shall be billed to and payable by Client for any overages. Additional data can be purchased for \$200 per additional 10 GB or \$2,000 per additional terabyte (TB). Listed fees are billed annually.
  - 4.3.1. LEFTA Systems is only responsible for storing and keeping Client data safe. LEFTA Systems will retain all Client data until this agreement has been cancelled in writing. Upon cancellation of the agreement, the client has seven (7) days to either request in writing a copy of the Client's database from LEFTA Systems or download any data within LEFTA Systems' applications. All client data will be purged after the 30-day waiting period.
- 4.4. **Implementation and Training.** *Client is responsible for identifying a Project Manager within their own agency who is responsible for managing the implementation process and timeline within their own agency. LEFTA Systems assigns a dedicated resource to complete the application configuration and training within 13-weeks beginning after the initial project kick-off meeting. After the kick-off meeting, the client will receive a login to the onboarding site which must be 100 % completed and submitted to LEFTA Systems within four (4) weeks of the kick-off meeting. Once received, LEFTA Systems will configure purchased application(s) and train the client within the remaining nine (9) weeks. Client may prioritize applications they wish to implement first; however, this does not change the allotted resource allocation time of 13-weeks. If client delays past the established timeframe or chooses to postpone the completion of individual applications during the initial submission, an additional fee of \$500 per application will be charged to customize them later.*
- 4.5. **Custom Projects and Services.**  
N/A

**Accepted and Agreed By:**

**LEFTA Systems**

**Agency Name:**

**Signature:**



**Signature:**

**PRINT Name:**

Ron Wolford

**PRINT Name:**

**Title:**

Regional Account Manager

**Title:**

**Date:**

June 29, 2023

**Date:**

**ALL CONTENT CONTAINED IN THIS AGREEMENT IS STRICTLY CONFIDENTIAL**