

LA VISTA CITY COUNCIL MEETING AGENDA

August 5, 2019
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**
- **Service Awards: Marcia Gustafson and Meghan Engberg – 5 years**

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 16, 2019 City Council Meeting
3. Approval of the Minutes of the July 16, 2019 Budget Workshop
4. Request for Payment – Benesch – Professional Services – 2019 Park View Blvd Resurfacing – \$22,357.90
5. Request for Payment – DLR Group – Professional Services – City Centre Parking Facility – \$4,137.94
6. Request for Payment – Hawkins Construction Company – Construction Services – Parking Garage District No. 2, Structure No. 1 – \$356,851.80
7. Request for Payment – HDR Engineering Inc. – Professional Services – Project Management for Public Improvements and Other Works – \$12,099.67
8. Request for Payment – HGM Associates, Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase I Investigation – \$10,668.00
9. Request for Payment – Olsson – Professional Services – City Centre Phase I Public Infrastructure – \$41,822.98
10. Request for Payment – Olsson – Professional Services – City Centre Lot 17 Parking Garage – \$15,703.65
11. Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$35,622.86
12. Request for Payment – Swain Construction – Construction Services – Park View Blvd Resurfacing – \$521,313.75
13. Request for Payment – Thompson, Dreessen, & Dorner, Inc. – Professional Services – Phase 2 Golf Course Transformation – Proposed Lake Improvements – \$4,790.25
14. Approve Manager Application – Class C Liquor License – HOA Restaurant Holder, LLC. dba Hooters – Jamal Joudeh
15. Approve Manager Application – Class D Liquor License – Walmart Inc. dba Walmart #3173 – Gary Fuller
16. Approval of Claims

- **Reports from City Administrator and Department Heads**
- **Clean-Up Days Presentation in Partnership with Papillion**
- **Interface Project Presentation – RDG Planning & Design**

B. Zoning Text Amendments – Sections 7.01-7.04 Signs

1. Public Hearing
2. Ordinance

C. La Vista Property Assessed Clean Energy District

1. Public Hearing
2. Ordinance

D. Fiscal Years 18/19 and 19/20 Biennial Municipal Budget

1. Public Hearing – Amend FY 19/20 Biennial Budget
2. Appropriations Ordinance – First Reading

E. Resolution – Amendment to the Sarpy County SWAT and Crisis Negotiation Team Interlocal Cooperation Agreement

F. Resolution – Change Order No. 13 – 84th Street Redevelopment Area – Offstreet Parking District No. 2 – Structure No. 1

- G. Resolution – Change Order No. 3 – Civic Center Park – Phase II**
- H. Resolution – Contract Award – 72nd Street Pavement Leveling Over Thompson Creek**
- I. Resolution – Agreement – Public Parking Services**
- J. Executive Session: Personnel and Land Acquisition**
 - **Comments from the Floor**
 - **Comments from Mayor and Council**
 - **Adjournment**

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

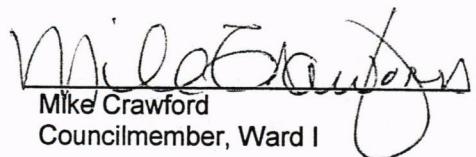
A CERTIFICATE OF APPRECIATION PRESENTED TO **MARICA GUSTAFSON** OF THE LA VISTA CITY CLERK'S DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

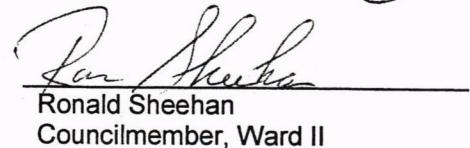
WHEREAS, **Marcia Gustafson** has served the City of La Vista since July 22, 2014; and

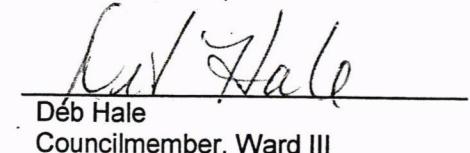
WHEREAS, **Marcia Gustafson's** input and contributions to the City of La Vista have contributed to the success of the City;

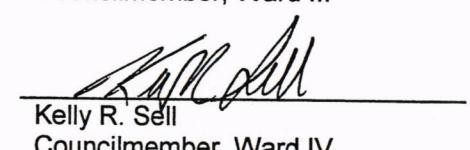
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Marcia Gustafson** on behalf of the City of La Vista for 5 years of service to the City.

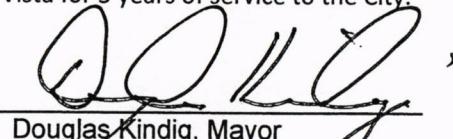
DATED THIS 5TH DAY OF AUGUST 2019.

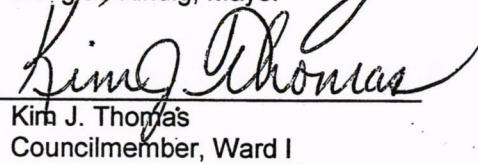

Mike Crawford
Councilmember, Ward I

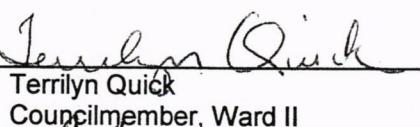

Ronald Sheehan
Councilmember, Ward II

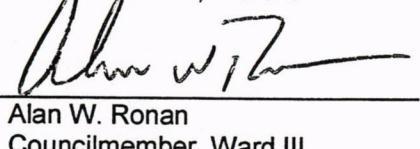

Deb Hale
Councilmember, Ward III

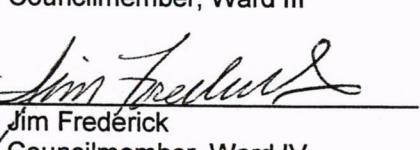

Kelly R. Sell
Councilmember, Ward IV


Douglas Kindig, Mayor


Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

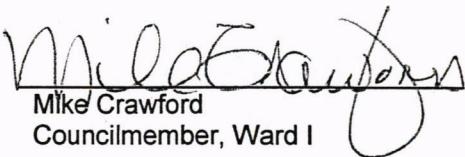
A CERTIFICATE OF APPRECIATION PRESENTED TO **MEGHAN ENGBERG** OF THE LA VISTA COMMUNITY DEVELOPMENT DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

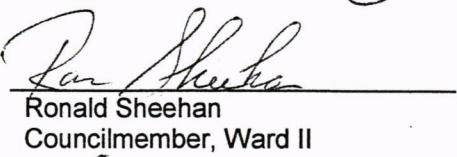
WHEREAS, **Meghan Engberg** has served the City of La Vista since July 28, 2014; and

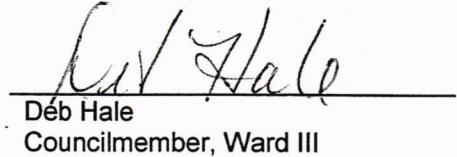
WHEREAS, **Meghan Engberg's** input and contributions to the City of La Vista have contributed to the success of the City;

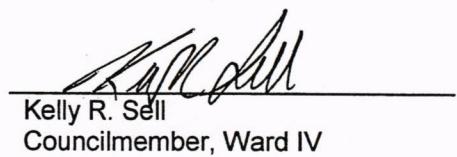
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Meghan Engberg** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 5TH DAY OF AUGUST 2019.

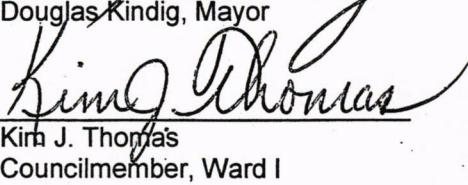

Mike Crawford
Councilmember, Ward I

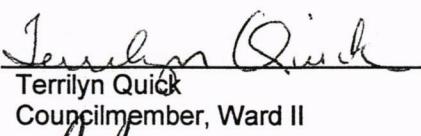

Ronald Sheehan
Councilmember, Ward II

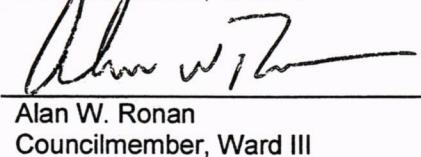

Deb Hale
Councilmember, Ward III

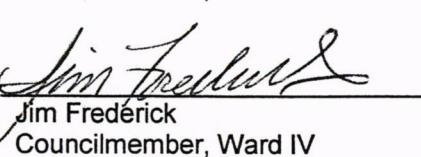

Kelly R. Sell
Councilmember, Ward IV


Douglas Kindig, Mayor


Kirk J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING JULY 16, 2019

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 16, 2019. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Captain Barcal, Director of Public Works Soucie, Library Director Barcal, Recreation Director Stopak, Finance Director Miserez, Senior Planner Solberg, City Engineer Kottmann, and Human Resources Director Trail.

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

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

CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JULY 2, 2019 CITY COUNCIL
MEETING
3. MONTHLY FINANCIAL REPORT – MAY 2019
4. REQUEST FOR PAYMENT – BURNS & MCDONNELL ENGINEERING CO.,
INC. – PROFESSIONAL SERVICES – SEWER RATE STUDY – \$14,977.03
5. REQUEST FOR PAYMENT – BURNS & MCDONNELL ENGINEERING CO.,
INC. – PROFESSIONAL SERVICES – SEWER RATE STUDY – \$2,478.00
6. REQUEST FOR PAYMENT - DESIGN WORKSHOP, INC. – PROFESSIONAL
SERVICES – 84TH STREETSCAPE PLAN – \$24,187.40
7. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL
SERVICES – 84TH STREETSCAPE PLAN – \$36,191.20
8. REQUEST FOR PAYMENT – GRAHAM CONSTRUCTION INC. –
CONSTRUCTION SERVICES – 84TH STREET REDEVELOPMENT AREA –
CITY CENTRE INFRASTRUCTURE – \$105,673.05
9. REQUEST FOR PAYMENT – HAWKINS CONSTRUCTION COMPANY –
CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2,
STRUCTURE NO. 1 – \$274,290.30
10. REQUEST FOR PAYMENT – THE BURDETTE AGENCY, INC. –
PROFESSIONAL SERVICES – BRANDING PROJECT – \$26,000.00
11. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY
CENTRE LOT 17 PARKING GARAGE – \$9,743.50
12. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY
CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$46,513.25
13. REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER CONNECTION FEES
– \$42,279.27
14. REQUEST FOR PAYMENT – PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT – PROFESSIONAL SERVICES – ANNUAL
STORMWATER MANAGEMENT FEES – \$129,493.59
15. REQUEST FOR PAYMENT – SARPY COUNTY – SEWER CONNECTION FEES
– \$59,455.00
16. REQUEST FOR PAYMENT THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – PHASE 2 GOLF COURSE TRANSFORMATION
– PROPOSED LAKE IMPROVEMENTS – \$913.75
17. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –
PROFESSIONAL SERVICES – PHASE 2 GOLF COURSE TRANSFORMATION
– PROPOSED LAKE IMPROVEMENTS - \$4,308.05
18. APPROVAL OF CLAIMS

3E-ELECTRICAL ENGINEERING, services	8.67
ACCESS BANK, services	3,066.27

MINUTE RECORD

July 16, 2019

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

ACCO UNLIMITED CORP, supplies	385.00
ACCURATE TESTING INC, services	245.00
ALFRED BENESCH & CO, services	3,461.78
ALLY BANK, services	356.91
AMAZON CAPITAL, services	398.06
AMERICAN HERITAGE LIFE INS CO, services	1,382.59
A-RELIEF, services	534.00
ASPHALT & CONCRETE MATERIALS, maint.	954.64
BARCAL, R., travel	378.70
BISHOP BUSINESS EQUIPMENT CO, services	328.57
BLUE CROSS BLUE SHIELD OF NEBR, services	103,180.78
BOBCAT OF OMAHA, services	3,850.00
BODY BASICS INC, services	472.00
BRODART CO, supplies	133.12
BUETHE, P., travel	37.05
BUILDERS SUPPLY CO, maint.	124.47
CATHERINE DEMES MAYDEW, services	1,755.00
CCAP AUTO LEASE LTD, services	449.00
CENTER POINT, INC., books	419.74
CENTURY LINK, phones	584.06
CENTURY LINK BUSN SVCS, phones	189.03
CIACCIO ROOFING CORP, bld&grnds	400.83
CINTAS CORP, services	33.86
CIOX HEALTH, LLC, services	43.70
COMP CHOICE INC, services	796.61
CONTINENTAL RESEARCH CORP, supplies	1,642.60
CONTROL MASTERS INC, services	19,672.00
COX COMMUNICATIONS, services	277.40
CULLIGAN OF OMAHA, services	54.30
CUMMINS CENTRAL POWER LLC, services	616.55
DAIKIN APPLIED, bld&grnds	2,302.15
DEARBORN NAT'L LIFE INS CO, services	6,049.01
DELL MARKETING L.P., services	4,144.41
DEMCO INC, supplies	119.87
DLR GROUP, services	4,468.52
DULTMEIER SALES LLC, bld&grnds	63.10
EDGEWEAR SCREEN PRINTING, apparel	1,112.00
ENTERPRISE FM TRUST, services	350.00
ESSENTIAL SCREENS, services	740.00
EXPRESS DISTRIBUTION LLC, supplies	581.19
FBG SERVICE CORP, bld&grnds	5,965.00
FILTER CARE OF NE, maint.	55.50
FIRST NATIONAL BANK FREMONT, bonds	500.00
FLEET US LLC, services	163.99
GALE, books	240.65
GCR TIRES & SERVICE, maint.	214.74
GRAYBAR ELECTRIC CO, bld&grnds	324.60
GREATAMERICA FINANCIAL, services	1,127.00
H & H CHEVROLET LLC, maint.	16.09
HARDESTY, M., travel	46.77
HARROD, R., travel	273.00
HAWKEYE TRUCK EQUIPMENT CO, maint.	955.63
HEIMES CORP, maint.	50.88
HERRICK, ANGELA DAWN, services	125.00
HOBBY LOBBY, supplies	21.61
HOME DEPOT, bld&grnds	638.00
HOSE & HANDLING INC, maint.	75.32
INDUSTRIAL SALES CO, services	337.82
INGRAM LIBRARY SERVICES, books	2,855.62
BROWN, J., travel	94.33

MINUTE RECORD

July 16, 2019

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

JOHNSTONE SUPPLY CO, maint.	220.65
KANOPY, INC., services	50.00
KIMBALL MIDWEST, maint.	112.58
KRIHA FLUID POWER, maint.	417.19
LV COMM FOUNDATION, payroll	60.00
LARSEN SUPPLY CO, bld&grnds	229.20
LIBRARY IDEAS LLC, books	145.69
LINCOLN NATIONAL LIFE INS CO, services	6,116.16
LOVELAND GRASS PAD, bld&grnds	1,669.75
MAMA'S PIZZA, services	335.66
MARK A KLINKER, services	200.00
MARTIN ASPHALT - MONARCH OIL, services	880.60
MENARDS-RALSTON, bld&grnds	136.79
METRO AREA TRANSIT, services	493.00
METRO COMM COLLEGE, services	60,367.71
MUD, utilities	55.21
MID-AMERICAN BENEFITS INC, services	624.00
MIDWEST TAPE, media	534.20
MSC INDUSTRIAL SUPPLY, maint.	437.00
NE DEPT OF REVENUE, sale tax	920.00
NOLL, MARGARET M, services	90.00
OFFICE DEPOT INC, supplies	110.52
OPPD, utilities	53,222.50
OMAHA WINDUSTRIAL CO, maint.	107.18
OMAHA WINNELSON SUPPLY, maint.	21.59
OMAHA WORLD-HERALD, services	711.20
OMNI ENGINEERING, maint.	497.71
ONE CALL CONCEPTS INC, services	423.90
O'REILLY AUTO, maint.	203.13
PAPILLION SANITATION, services	1,501.30
PLAINS EQUIPMENT GROUP, maint.	145.95
RAINBOW GLASS & SUPPLY, maint.	240.86
READY MIXED CONCRETE CO, services	572.04
SARPY COUNTY COURTHOUSE, services	4,207.68
SHAMROCK CONCRETE CO, services	2,130.60
SIGN IT, services	3,618.50
SILAS CREEK, services	2,000.00
SOUTHERN UNIFORM & EQUIPMENT, apparel	1,270.11
SWAIN CONSTRUCTION INC, services	165,088.39
TASC, services	7,254.22
TED'S MOWER SALES, maint.	874.03
THE FILTER SHOP, maint.	500.52
TOSHIBA FINANCIAL, services	265.40
TRANS UNION RISK, services	50.00
U.S. CELLULAR, phones	1,216.35
UNITE PRIVATE NETWORKS LLC, services	3,850.00
UNITED HEALTHCARE INS CO, services	843.55
UNITED PARCEL, services	105.89
UNITED STATES TREASURY, IRS fee	235.20
WESTLAKE HARDWARE, bld&grnds	2,539.85
ZIMCO SUPPLY CO, supplies	1,932.00

Councilmember Sell 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, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

July 16, 2019

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reminded everyone that the first meeting in August has been moved to Monday, August 5 at 6:00 p.m.

Library Director Barcal reported that Taste of La Vista will be held on July 27th from 5:00 – 8:00 p.m.

Recreation Director Stopak reported that the Concert & Movie this Friday will be held at City Hall. He also reported that the Splash Bash will be held on Sunday.

Director of Public Works Soucie reported that Park View Blvd. resurfacing from 72nd to Edgewood started today; Edgewood to 84th will begin on Thursday. On July 17, the Brentwood Drive signal will be down from 9:00 a.m. to 3:00 p.m. A portion of the West-Papio Trail will be closed for 3 months for storm sewer work. The Shooting Range fence is back up. There was a water line break at Fire Station 4. He also announced that Jason Allen is the new Parks Superintendent.

B. RESOLUTION – CHANGE ORDER NO. 5 – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT – CITY CENTRE INFRASTRUCTURE – PAVEMENT & SEWERS

Councilmember Hale introduced and moved for the adoption of Resolution No.19-100 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NO. 5 TO THE CONTRACT WITH GRAHAM CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK, FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$69,812.15.

WHEREAS, the City has determined it is necessary to make additions to the work; and

WHEREAS, the FY19/20 Biennial Budget provides funding for this project. The contract price increases from \$4,534,611.91 to \$4,604,424.06

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for Change Order No. 5 to the contract with Graham Construction, Inc., Omaha Nebraska, to provide for additions of work, for an additional amount not to exceed \$69,812.15.

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

C. RESOLUTION – APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2019-2020 BUDGET

Councilmember Quick introduced and moved for the adoption of Resolution No.19-101 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY 2019-2020 BUDGET

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

MINUTE RECORD

July 16, 2019

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

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board has approved the proposed FY2019-2020 Budget, which was amended by the Agency Board at the Agency's Board Meeting on June 26, 2019; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2019-2020 Budget which has been approved by the Agency Board and is attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2019-2020 Budget is hereby approved.

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

D. RESOLUTION – APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY JURISDICTION AND GROWTH MANAGEMENT PLAN

Councilmember Hale introduced and moved for the adoption of Resolution No.19-102 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY'S JURISDICTION AND GROWTH MANAGEMENT PLAN

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, the Agency Board, at their June 26, 2019 meeting, approved Resolution 2019-004 establishing the Agency's jurisdiction over the Service Area and approving the Growth Management Plan, which serves as a necessary step in the development of the Master Plan; and

WHEREAS, the City Council deems it appropriate and advisable to approve the Jurisdiction and Growth Management Plan as approved by the Agency Board;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista, Nebraska that the Jurisdiction of and Growth Management Plan for the Sarpy County and Cities Wastewater Agency, as approved by the Agency Board on June 26, 2019, are hereby approved.

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

E. RESOLUTION – AGREEMENT – PUBLIC PARKING SERVICES

Acting Mayor Thomas stated that there was further work to be done on the agreement and staff had asked that the item be tabled.

Councilmember Crawford motioned to table the resolution to a future meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: Sheehan. Abstain: None. Absent: None. Motion carried.

F. RESOLUTION – AUTHORIZE PURCHASE – PICKUP TRUCK

Councilmember Quick introduced and moved for the adoption of Resolution No.19-103 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2019 FORD F-

MINUTE RECORD

July 16, 2019

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

150 PICKUP TRUCK FROM ANDERSON FORD, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$34,848.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Ford F-150 pickup truck is necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for this 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 purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2019 Ford F-150 pickup truck from Anderson Ford, Lincoln, Nebraska in an amount not to exceed \$34,848.00.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick thanked the Mayor's Youth Leadership Council and Tommy Prouhet for coordinating the trash can painting.

At 6:14 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

A-3

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

LA VISTA CITY COUNCIL MEETING BUDGET WORKSHOP July 16, 2019

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session immediately following the City Council meeting at 6:21 p.m. on July 16, 2019. Present were Councilmembers, Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Captain Barcal, Director of Public Works Soucie, Finance Director Miserez, Senior Planner Solberg, City Engineer Kottmann, Recreation Director Stopak, Library Director Barcal, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on July 3, 2019. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice is 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.

I. CALL TO ORDER

Acting Mayor Thomas called the meeting to order.

II. ANNOUNCEMENT OF LOCATION OF POSTED OPEN MEETINGS ACT

Acting Mayor Thomas announced the location of the posted open meetings act and location of emergency exits.

III. INTRODUCTION – MID-CYCLE BUDGET

City Administrator Gunn stated that this is the second time the Council has gone through the mid-biennium budget process.

IV. MID-CYCLE BUDGET OVERVIEW

City Administrator Gunn presented changes in the budget going into the next budget year, FY20. She went over the amendment to revenue, transfers, and the Capital Improvement Plan. She stated that there are no significant changes in expenditures and that sewer rates will decrease.

City Administrator Gunn introduced the proposal of a Restaurants and Drinking Places Occupation Tax. Council discussion was held.

V. COMMENTS FROM THE FLOOR

Rick Case and Michelle Dietner commented on parking issues on Josephine Street near the Crestview Heights Apartments.

VI. COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and City Council.

VII. ADJOURNMENT

At 7:25 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Voting nay: None. Motion carried.

MINUTE RECORD

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

July 16, 2019 Budget Workshop

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Mr. John Kottmann
 City Engineer/Assistant Public Works Director
 City of La Vista
 9900 Portal Road
 La Vista, NE 68128

July 7, 2019
 Project No: 00120600.00
 Invoice No: 138127

Construction Engineering Services
 2019 Park View Blvd Resurfacing

Professional Services from June 3, 2019 to June 30, 2019

Task 00001 Project Management

Professional Personnel

		Hours	Rate	Amount
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	1.00	176.00	176.00	
Totals	1.00		176.00	
Total Labor				176.00
			Total this Task	\$176.00

Task 00002 Construction Inspection

Professional Personnel

		Hours	Rate	Amount
E4 Sr Tech, Sr Insp, Sr Env Tech				
Barahona, Alejandro	212.00	90.00	19,080.00	
E5 Eng Tech II, Insp II, Env Tech II				
Kellogg, Austin	2.00	83.00	166.00	
Totals	214.00		19,246.00	
Total Labor				19,246.00

Unit Billing

2017 Ford Escape-UNJ401 22B5SN

6/22/2019 27.0 Miles @ 0.58 15.66

2019 Chevy Silverado-WBR362 22WD55

6/3/2019	30.0 Miles @ 0.58	17.40
6/4/2019	30.0 Miles @ 0.58	17.40
6/5/2019	30.0 Miles @ 0.58	17.40
6/6/2019	41.0 Miles @ 0.58	23.78
6/7/2019	41.0 Miles @ 0.58	23.78
6/8/2019	41.0 Miles @ 0.58	23.78
6/10/2019	39.0 Miles @ 0.58	22.62
6/11/2019	39.0 Miles @ 0.58	22.62
6/12/2019	39.0 Miles @ 0.58	22.62
6/13/2019	39.0 Miles @ 0.58	22.62
6/14/2019	39.0 Miles @ 0.58	22.62
6/15/2019	39.0 Miles @ 0.58	22.62
6/16/2019	38.0 Miles @ 0.58	22.04

Project	00120600.00	2019 Park View Blvd Resurfacing	Invoice	138127
6/17/2019		38.0 Miles @ 0.58	22.04	
6/18/2019		38.0 Miles @ 0.58	22.04	
6/19/2019		38.0 Miles @ 0.58	22.04	
6/20/2019		38.0 Miles @ 0.58	22.04	
6/21/2019		38.0 Miles @ 0.58	22.04	
6/22/2019		38.0 Miles @ 0.58	22.04	
6/23/2019		39.0 Miles @ 0.58	22.62	
6/24/2019		46.0 Miles @ 0.58	26.68	
6/25/2019		46.0 Miles @ 0.58	26.68	
6/26/2019		46.0 Miles @ 0.58	26.68	
6/27/2019		46.0 Miles @ 0.58	26.68	
6/28/2019		46.0 Miles @ 0.58	26.68	
6/29/2019		46.0 Miles @ 0.58	26.68	
	Total Units		611.90	611.90
			Total this Task	\$19,857.90

Task	00003	Material Sampling and Testing		
Unit Billing				
CL2 Comp Strength of 6"x12" Cylinders		56.0 Each @ 24.00	1,344.00	
M2 Trip Charge		14.0 Each @ 70.00	980.00	
	Total Units		2,324.00	2,324.00
			Total this Task	\$2,324.00
Billing Limits				
Total Billings		Current	Prior	To-Date
Limit	22,357.90	3,461.78	25,819.68	
Remaining			62,260.00	
			36,440.32	
		Total this Invoice	<u>\$22,357.90</u>	←

Outstanding Invoices

Number	Date	Balance
136439	6/10/2019	3,461.78
Total		3,461.78

O.K. to pay

8/11/2019

05.71.0947.003

Consent Agenda 8/5/19
 (w)

Invoice



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

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

July 10, 2019
Project No: 10-17105-01
Invoice No: 0164572

Project 10-17105-01 La Vista City Centre Parking Fac CA

Billing Period: June 1, 2019 to June 30, 2019

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Services	34,000.00	100.00	34,000.00	34,000.00	0.00
Additional Services	13,458.00	70.00	9,420.60	8,343.96	1,076.64
Total Fee	47,458.00		43,420.60	42,343.96	1,076.64
Total Fee					1,076.64

Consultants

AGA Consulting, Inc.	2,275.00
Total Consultants	2,275.00

Reimbursable Expenses

Travel Expense-Lodging	128.80
Travel Expenses-Mileage	20.88
Ground Transportation	26.00
Travel Expenses-Meals	64.00
Travel Expense - Auto Rental	60.19
Travel Exp.-Co Pd Air Travel	486.43
Total Reimbursables	786.30
Total this Invoice	\$4,137.94

Billings to Date

	Current	Prior	Total
Fee	1,076.64	42,343.96	43,420.60
Consultant	2,275.00	25,992.50	28,267.50
Expense	786.30	198.74	985.04
Interest	0.00	17.62	17.62
Totals	4,137.94	68,552.82	72,690.76

O.K. to pay

DMK 7-15-2019

15.71.0911.003

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

Matthew Gulsvig, AIA, LEED AP

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

Consent Agenda 8/5/19
(R)

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 13

To Owner: City of LaVista
 John Kottmann
 9900 Portal Road
 LaVista, NE 68128

Project: 3146- LaVista Garage District 2 Structure
 1

Application No.: 13

Distribution to :
 Owner
 Architect
 Contractor

From Contractor: Hawkins Construction Company Via Architect: DLR Group Matthew Gulsvig
 P.O. Box 9008
 Omaha, NE 68109

Period To: 7/31/2019

Project Nos: DLR-10-17105-00 Hawkins
 3146

Contract For:

Contract Date: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,863,000.00
2. Net Change By Change Order	\$270,651.91
3. Contract Sum To Date	\$4,133,651.91
4. Total Completed and Stored To Date.....	\$3,068,257.40
5. Retainage :	
a. 10.00% of Completed Work	\$291,682.54
b. 10.00% of Stored Material	\$15,143.20
Total Retainage	\$306,825.74
6. Total Earned Less Retainage	\$2,761,431.66
7. Less Previous Certificates For Payments	\$2,404,579.86
8. Current Payment Due	\$356,851.80
9. Balance To Finish, Plus Retainage	\$1,372,220.25

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$269,093.91	\$800.00
Total Approved this Month	\$2,358.00	\$0.00
TOTALS	\$271,451.91	\$800.00
Net Changes By Change Order	\$270,651.91	

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: Hawkins Construction Company

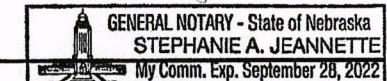
By: Josh Ballew Date: 7-25-19

State of: Nebraska

Subscribed and sworn to before me this

Notary Public: Stephanie A. JeannetteMy Commission expires: 9-28-22

County of: Douglas

25th day of July 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.

O.K. to PAY

\$356,851.80
8/29/2019
15.71.0911.003 KPD

AMOUNT CERTIFIED

(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 Matthew Gulsvig

By: Matthew Gulsvig Date: 7/26/19

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.

Consent Agenda 8/5/19 (R)

CONTINUATION SHEET

Page 2 of 3

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. : 13

Application Date : 7/25/2019

To: 7/31/2019

Architect's Project No.: DLR-10-17105-00

Hawkins 3146

Invoice # : 13

Contract : 3146- LaVista Garage District 2 Structure 1

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
1	Bond	26,347.00	26,347.00	0.00	0.00	26,347.00	100.00%	0.00	2,634.70
2	Allowances	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	6,000.00
3	Concrete Paving and Sidewalks	47,100.00	0.00	0.00	0.00	0.00	0.00%	47,100.00	0.00
4	Concrete Formwork	797,800.00	478,680.00	215,406.00	0.00	694,086.00	87.00%	103,714.00	69,408.60
5	Concrete Reinforcing	279,500.00	221,520.00	40,000.00	10,000.00	271,520.00	97.14%	7,980.00	27,152.00
6	C.I.P. Foundations	107,900.00	107,900.00	0.00	0.00	107,900.00	100.00%	0.00	10,790.00
7	C.I.P. Slab on Grade	439,900.00	439,900.00	0.00	0.00	439,900.00	100.00%	0.00	43,990.00
8	C.I.P. Walls & Columns	150,200.00	118,622.00	10,000.00	0.00	128,622.00	85.63%	21,578.00	12,862.20
9	C.I.P. Elevated Decks	440,453.00	308,317.00	132,136.00	0.00	440,453.00	100.00%	0.00	44,045.30
10	Post-tensioned Concrete	159,200.00	102,440.00	9,000.00	0.00	111,440.00	70.00%	47,760.00	11,144.00
11	Concrete Curing	20,900.00	14,630.00	6,270.00	0.00	20,900.00	100.00%	0.00	2,090.00
12	Precast Architectural Concrete	84,300.00	1,500.00	0.00	42,736.00	44,236.00	52.47%	40,064.00	4,423.60
13	Unit Masonry	158,500.00	7,500.00	21,000.00	10,000.00	38,500.00	24.29%	120,000.00	3,850.00
14	Metals	135,600.00	13,832.80	0.00	40,000.00	53,832.80	39.70%	81,767.20	5,383.28
15	Wood, Plastics and Composites	4,500.00	0.00	0.00	0.00	0.00	0.00%	4,500.00	0.00
16	Garage Waterproofing System	24,600.00	24,600.00	0.00	0.00	24,600.00	100.00%	0.00	2,460.00
17	Self-Adhering Sheet Waterproofing	8,400.00	8,400.00	0.00	0.00	8,400.00	100.00%	0.00	840.00
18	Water Repellents	900.00	0.00	0.00	0.00	0.00	0.00%	900.00	0.00
19	Thermal Insulation	3,200.00	0.00	0.00	0.00	0.00	0.00%	3,200.00	0.00
20	Metal Framing, Sheathing, DEFS	15,500.00	0.00	0.00	0.00	0.00	0.00%	15,500.00	0.00
21	Fluid-Applied Membrane Air Barriers	6,400.00	0.00	0.00	0.00	0.00	0.00%	6,400.00	0.00
22	TPO Roofing, Sheet Metal, Roof Expa	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00
23	Joint Sealants, Joint Firestopping, Pref	41,100.00	0.00	3,500.00	0.00	3,500.00	8.52%	37,600.00	350.00
24	HM Doors, Frames and Hardware	15,700.00	0.00	0.00	13,696.00	13,696.00	87.24%	2,004.00	1,369.60
25	Alum, Sotrefronts, Glazing, Fire-Resist	12,000.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
26	High-Performance Coatings	64,900.00	0.00	6,490.00	0.00	6,490.00	10.00%	58,410.00	649.00
27	Fire Protection Cabinets & Extinguishe	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
28	Signage	19,800.00	0.00	0.00	0.00	0.00	0.00%	19,800.00	0.00
29	Parking Access and Revenue Control	103,400.00	0.00	0.00	0.00	0.00	0.00%	103,400.00	0.00
30	Fire Supression Systems	16,400.00	0.00	0.00	0.00	0.00	0.00%	16,400.00	0.00
31	Plumbing & Site Utilities	170,600.00	153,540.00	0.00	0.00	153,540.00	90.00%	17,060.00	15,354.00
32	HVAC	11,800.00	0.00	0.00	0.00	0.00	0.00%	11,800.00	0.00

CONTINUATION SHEET

Page 3 of 3

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. : 13

Application Date : 7/25/2019

To: 7/31/2019

Architect's Project No.: DLR-10-17105-00

Hawkins 3146

Invoice # : 13

Contract : 3146- LaVista Garage District 2 Structure 1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
33	Electrical	200,800.00	88,500.00	20,000.00	35,000.00	143,500.00	71.46%	57,300.00
34	Ground Soil Improvement	92,400.00	92,400.00	0.00	0.00	92,400.00	100.00%	0.00
35	Garage Pavement Markings	5,400.00	0.00	0.00	0.00	0.00	0.00%	5,400.00
36	Chain Link Fences and Gates	13,100.00	0.00	0.00	0.00	0.00	0.00%	13,100.00
37	Excavation, Backfill, Hauling Soils	110,100.00	110,100.00	0.00	0.00	110,100.00	100.00%	0.00
38	Change Order 1	74,068.60	13,000.00	0.00	0.00	13,000.00	17.55%	61,068.60
39	Change Order 2	2,981.31	0.00	0.00	0.00	0.00	0.00%	2,981.31
40	Change Order 3	4,791.00	4,274.00	0.00	0.00	4,274.00	89.21%	517.00
41	Change Order 4	10,503.00	10,503.00	0.00	0.00	10,503.00	100.00%	0.00
42	Change Order 5	-800.00	-800.00	0.00	0.00	-800.00	100.00%	0.00
43	Change Order 6	40,904.00	26,587.60	0.00	0.00	26,587.60	65.00%	14,316.40
44	Change Order 7	20,030.00	20,030.00	0.00	0.00	20,030.00	100.00%	0.00
45	Change Order 8	5,569.00	0.00	700.00	0.00	700.00	12.57%	4,869.00
46	Change Order 9	50,535.00	0.00	0.00	0.00	0.00	0.00%	50,535.00
47	Change Order 10	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
48	Change Order 11	59,712.00	0.00	0.00	0.00	0.00	0.00%	59,712.00
49	Change Order 12	2,358.00	0.00	0.00	0.00	0.00	0.00%	2,358.00
Grand Totals		4,133,651.91	2,452,323.40	464,502.00	151,432.00	3,068,257.40	74.23%	1,065,394.51
								306,825.74



Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68106
Phone: (402) 399-1000

HDR Invoice No. 1200200946
Invoice Date 08-JUL-2019
Invoice Amount Due \$12,099.67
Payment Terms 30 NET

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

Remit To PO Box 74008202
ACH/EFT Payments Chicago, IL 60674-8202
Bank of America ML US
ABA# 081000032
Account# 355004076604

Project Management for Services for Public Improvements and Other Works.

Professional Services
From: 26-MAY-2019 To: 29-JUN-2019

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	7.00		420.63
Civil Engineer	23.75		3,966.49
Communications Coordinator	10.00		870.00
Construction Field Representative	18.00		1,625.46
Graphic Designer	3.25		269.40
Project Controller	1.00		104.94
Project Manager	13.00		3,044.73
Sr. Civil Engineer	4.50		751.55
Structural Engineer	7.00		843.99
	87.50		\$11,897.19
		Total Professional Services	\$11,897.19

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	204.00		118.32
Printing/Regraphics			21.91
Vehicle Mileage	83.00		62.25
		Total Expenses	\$202.48

Amount Due This Invoice (USD) \$12,099.67

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$463,459.20
Fee Remaining	\$207,235.80

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

Consent Agenda 8/5/19
(rc)

05.71.0909.03
R. Ramirez
7-25-19

Invoice

HDR Invoice No. 1200200946
 Invoice Date 08-JUL-2019

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	1.0	Task Description:	Project Management	
Professional Services				
		Hours	Billing Rate	Amount
Project Controller	Clifton, Rachel M	1.00	104.94	104.94
Project Manager	Koenig, Christopher J	13.00	234.21	3,044.73
Sr. Civil Engineer	Cain, Christopher A	4.50	167.01	751.55
		18.50		\$3,901.22
			Total Professional Services	\$3,901.22
Expense				
		Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J	48.00	0.58	27.84
Printing/Regraphics	ARC Document Solutions LLC			10.79
			Total Expense	\$38.63
			Total Task	\$3,939.85

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs	
Task Number:	2.0	Task Description:	Construction Team Coordination	
Professional Services				
		Hours	Billing Rate	Amount
Administrative	Anderson, Scott D	7.00	60.09	420.63
Civil Engineer	Cain, Christopher A	23.75	167.01	3,966.49
Construction Field Representative	Baldwin, Richard L (Rich)	11.00	98.61	1,084.71
Construction Field Representative	Hannafious, Cody J	7.00	77.25	540.75
		48.75		\$6,012.58
			Total Professional Services	\$6,012.58
Expense				
		Qty	Billing Rate	Amount
Mileage Personal	Cain, Christopher A	156.00	0.58	90.48
Printing/Regraphics	ARC Document Solutions LLC			11.12
			Total Expense	\$101.60
			Total Task	\$6,114.18

Invoice

HDR Invoice No. 1200200946
Invoice Date 08-JUL-2019

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
Professional Services			
Communications Coordinator	Veldhouse, Kristen Lynn	Hours	Billing Rate
Graphic Designer	George, Elizabeth L	10.00	87.00
Graphic Designer	Rolfe, Christina A	2.00	74.70
		1.25	96.00
		13.25	\$1,139.40
		Total Professional Services	\$1,139.40
		Total Task	\$1,139.40

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	6.0	Task Description:	Special Inspection Services
Professional Services			
Structural Engineer	Bartels, Brian D	Hours	Billing Rate
		7.00	120.57
		7.00	\$843.99
		Total Professional Services	\$843.99
Expense			
Vehicle Mileage		Qty	Billing Rate
		83.00	0.75
		Total Expense	\$62.25
		Total Task	\$906.24



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

INVOICE

Invoice Number: 702619-1
Date: July 09, 2019
Client Code: 7220

City of LaVista

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

Progress billing for engineering services for the East LaVista Sewer and Pavement Rehabilitation - Phase I Investigation, per agreement dated June 4, 2019.

For Phase I - Work Items/Tasks by HGM : Pavement PHASER Inspection, Project Management, and Coordination of subcontractors
Through: June 30, 2019

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)				
	20% Complete	\$10,668.00		\$10,668.00
	Total Amount Billed			\$10,668.00
	Less Previous Invoices			\$0.00
	Invoice Total			\$10,668.00

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
---------	--------	---------	-------	---------	---------

OK TO PAY
PMO 7/16/19
02-71.0892.001

Consent Agenda 8/5/19

Invoice

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

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

O.K. to pay
EFMK 7-29-2019
16.71.0309.003

olsson

July 15, 2019
Invoice No: 332783

Invoice Total

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

Professional services rendered June 9, 2019 through July 6, 2019 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, Amendment #3 dated November 21, 2017, Amendment #4 dated May 17, 2018, and Amendment #5 dated October 24, 2018.

NTP: 12.06.16

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

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

Labor

Team/Technical Leader				
Egelhoff, Anthony	1.75	185.00	323.75	/
Project Engineer				
Golka, Michael	2.50	156.00	390.00	/
Totals	4.25		713.75	
Total Labor			713.75	
		Total this Phase		\$713.75

Phase 400 Construction Services (Including Amendments 3 & 5)

Labor

	Hours	Rate	Amount
Technician			
Crawford, Allison	6.75	60.00	405.00 ✓
Fong, Gabriel	6.25	60.00	375.00 ✓
Hineline, Mitchell	6.50	60.00	390.00 ✓
Snyder, Sue	2.50	60.00	150.00 ✓
Wright, Jeremy	.50	60.00	30.00 ✓
Project Manager			
Markham, Matthew	51.00	115.00	5,865.00 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 8/5/19

Project	B16-0546	La Vista NE City Centre Phase 1 Public			Invoice	332783
Lab Tech Support						
Fellows, Tyler		.25		0.00		
Fredrick, Dulitha		4.50		0.00		
Petersen, Clinton		.25		0.00		
Wright, Jeremy		.25		0.00		
Associate Engineer						
Bellizzi, Daniel		2.00	106.00	212.00	✓	
Assistant Engineer						
Turek, Zachary		145.00	90.00	13,050.00	✓	
Associate Surveyor						
Hanna, Daniel		22.75	110.00	2,502.50	✓	
Peterson, Drew		1.00	110.00	110.00	✓	
2-Man Survey Crew						
Bang, Joshua		7.00	150.00	1,050.00	✓	
Hug, Nicholas		14.00	150.00	2,100.00	✓	
Keuck, Quentin		9.00	150.00	1,350.00	✓	
Rokusek, Zachary		5.00	150.00	750.00	✓	
Survey Support Crew						
Drake, Brian		4.00		0.00		
Johnson, Zachary		2.50		0.00		
Ngoma, Delph		5.00		0.00		
Rothanzl, Dylan		22.00		0.00		
Thompson, Ryan		5.00		0.00		
Team/Technical Leader						
Egelhoff, Anthony		13.50	185.00	2,497.50	✓	
Construction Services Senior Manager						
Amys, Ryan		1.00	133.00	133.00	✓	
Construction Services Senior Technician						
Renken, Troy		5.00	90.00	450.00	✓	
Administrative						
Zablocki, Stacy		5.00	73.00	365.00	✓	
Project Engineer						
Golka, Michael		3.00	156.00	468.00	✓	
Team Leader						
Rothanzl, Terrence		2.00	112.00	224.00	✓	
Student Technician - Level 1						
Casper, Blake		20.00	52.00	1,040.00	✓	
Sturdivant, Evan		5.25	52.00	273.00	✓	
Totals		377.75		33,790.00		
Total Labor					33,790.00	✓

Unit Billing

Field Vehicle	81.0 Miles @ 0.75	60.75
Field Vehicle	21.0 Miles @ 0.75	15.75
Field Vehicle	54.0 Miles @ 0.75	40.50
Field Vehicle	16.0 Miles @ 0.75	12.00
Field Vehicle	12.0 Miles @ 0.75	9.00
Field Vehicle	9.0 Miles @ 0.75	6.75

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	332783
Field Vehicle		12.0 Miles @ 0.75	9.00	
Compressive Strength - Concrete				
5 Tests @ \$15/Test			75.00	
5 Tests @ \$15/Test			75.00	
4 Tests @ \$15/Test			60.00	
5 Tests @ \$15/Test			75.00	
3 Tests @ \$15/Test			45.00	
4 Tests @ \$15/Test			60.00	
4 Tests @ \$15/Test			60.00	
3 Tests @ \$15/Test			45.00	
3 Tests @ \$15/Test			45.00	
Total Units			693.75	693.75
		Total this Phase	\$34,483.75	
-----	-----	-----	-----	-----
Phase	402	SWPPP Inspections (Including Amendment 5)		
Fee				
Number of Mo Insp Fees		1.00		
Fee Each		800.00		
Subtotal		800.00		
		Subtotal	800.00	
		Total this Phase	\$800.00	
-----	-----	-----	-----	-----
Phase	900	Expenses (Including Amendment 5)		
-----	-----	-----	-----	-----
Reimbursable Expenses				
Personal Vehicle Mileage		39.00		
Total Reimbursables		39.00	39.00	
Unit Billing				
Field Vehicle		600.0 Miles @ 0.75	450.00	
Field Vehicle		13.0 Miles @ 0.75	9.75	
Field Vehicle		19.5 Miles @ 0.75	14.63	
Field Vehicle		40.0 Miles @ 0.75	30.00	
Field Vehicle		46.0 Miles @ 0.75	34.50	
Field Vehicle		26.0 Miles @ 0.75	19.50	
Survey Supplies			143.60	
Total Units			701.98	701.98
		Total this Phase	\$740.98	
-----	-----	-----	-----	-----
Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	332783
---------	----------	--	---------	--------

Labor

	Hours	Rate	Amount
Student Technician - Level 1			
Rouse, Kyl	10.50	52.00	546.00
Totals	10.50		546.00
Total Labor			546.00 ✓
			Total this Phase
			\$546.00 ✓

Phase 930 Amendment #4 84th Street Pavement & Sewers

Labor

	Hours	Rate	Amount
Team/Technical Leader	2.50	185.00	462.50 ✓
Administrative	.50	73.00	36.50 ✓
Student Technician - Level 1	9.50	52.00	494.00 ✓
Totals	12.50		993.00 ✓
Total Labor			993.00
			Total this Phase
			\$993.00 ✓

Phase 940 Amendment #6 Pavement Rehabilitation Construction Services

Labor

	Hours	Rate	Amount
Project Manager	6.00	115.00	690.00 ✓
Lab Tech Support	4.50		0.00
Associate Engineer	5.50	106.00	583.00 ✓
Assistant Engineer	9.50	90.00	855.00 ✓
Team/Technical Leader	3.50	185.00	647.50 ✓
Administrative	2.00	73.00	146.00 ✓
Student Technician - Level 1	12.00	52.00	624.00 ✓
Totals	43.00		3,545.50
Total Labor			3,545.50
			Total this Phase
			\$3,545.50 ✓

Billing Limits

	Current	Prior	To-Date
Total Billings	41,822.98	976,772.01	1,018,594.99
Limit			1,116,326.50
Balance Remaining			97,731.51 ✓
AMOUNT DUE THIS INVOICE			\$41,822.98 ✓

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	332783
---------	----------	--	---------	--------

Outstanding Invoices

Number	Date	Balance
331390	6/28/2019	46,513.25
Total		46,513.25

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Anthony Egelhoff

Invoice

olsson

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

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

O.K. to pay
 JNK 7-29-2019
 15.71.0911.003

July 19, 2019
 Invoice No: 333596

Invoice Total \$15,703.65 ←

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

Phase 200 Soils

Labor

	Hours	Rate	Amount
Technician	5.75	60.00	345.00
Totals	5.75		345.00
Total Labor			345.00

Unit Billing

Field Vehicle	8.0 Miles @ 0.75	6.00
Field Vehicle	37.0 Miles @ 0.75	27.75
Total Units		33.75
	Total this Phase	\$378.75

Phase 300 Concrete
Labor

	Hours	Rate	Amount
Technician	66.25	60.00	3,975.00
Technician Standby	3.75	60.00	225.00
Project Manager	1.00	115.00	115.00
Totals	71.00		4,315.00
Total Labor			4,315.00

Unit Billing

Field Vehicle	103.0 Miles @ 0.75	77.25
Field Vehicle	31.0 Miles @ 0.75	23.25
Field Vehicle	22.0 Miles @ 0.75	16.50
Field Vehicle	28.0 Miles @ 0.75	21.00
Field Vehicle	60.0 Miles @ 0.75	45.00
Field Vehicle	31.0 Miles @ 0.75	23.25

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 8/5/19 (R)

RECEIVED
 JUL 29 2019

By

Project	018-1994	La Vista City Centre Lot 17 Parking Gara	Invoice	333596
Field Vehicle		18.0 Miles @ 0.75		13.50
Compressive Strength - Concrete				
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
6 Tests @ \$15/Test			90.00	
5 Tests @ \$45/Test			225.00	
5 Tests @ \$15/Test			75.00	
6 Tests @ \$15/Test			90.00	
Compressive Strength - Concrete Core				
5 Tests @ \$45/Test			225.00	
Core Thickness				
5 Tests @ \$20/Test			100.00	
Total Units			2,374.75	2,374.75
			Total this Phase	\$6,689.75

Phase	350	Amend #1 Coring	
Labor			
Project Manager		Hours	Rate
		1.00	115.00
Totals		1.00	115.00
Total Labor			115.00
		Total this Phase	\$115.00

Phase	400	Post Tension	
Labor			
Technician		Hours	Rate
		76.25	60.00
Totals		76.25	4,575.00
Total Labor			4,575.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	018-1994	La Vista City Centre Lot 17 Parking Gara	Invoice	333596
---------	----------	--	---------	--------

Reimbursable Expenses

Supplies		21.15	
Total Reimbursables		21.15	21.15
Unit Billing			
Field Vehicle	38.0 Miles @ 0.75	28.50	
Field Vehicle	17.0 Miles @ 0.75	12.75	
Field Vehicle	8.0 Miles @ 0.75	6.00	
Field Vehicle	34.0 Miles @ 0.75	25.50	
Compressive Strength - Concrete			
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
9 Tests @ \$15/Test		135.00	
Total Units		1,422.75	1,422.75
		Total this Phase	\$6,018.90

Phase	700	Reporting/Project Management
-------	-----	------------------------------

Labor

	Hours	Rate	Amount
Project Manager	21.75	115.00	2,501.25
Totals	21.75		2,501.25
Total Labor			2,501.25
		Total this Phase	\$2,501.25

Billing Limits

	Current	Prior	To-Date
Total Billings	15,703.65	33,930.20	49,633.85
Limit			53,035.00
Balance Remaining			3,401.15
AMOUNT DUE THIS INVOICE			\$15,703.65

Outstanding Invoices

Number	Date	Balance
331623	6/24/2019	9,743.50
Total		9,743.50

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project 018-1994

La Vista City Centre Lot 17 Parking Gara

Invoice 333596

Authorized By: Matthew Markham

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



June 30, 2019

Project No: R3003.066.00
 Invoice No: 45773

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

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs

Professional Services through June 30, 2019

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	30.02	71,197.68	35,575.12	35,622.56
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
Total Fee	249,650.00		71,197.68	35,575.12	35,622.56
Total Fee					35,622.56

Reimbursable Expenses

Printing	.30
Total Reimbursables	.30
Total this Invoice	\$35,622.86

R. Ramirez
 7-18-19
 16,71,0939,003
 ● ● ●

WEEKLY PROGRESS REPORT

CONTRACTOR SWAIN CONSTRUCTION, INC.

PROJECT PARK VIEW BLVD RESURFACING

WEEK ENDING DATE 07/20/19

PROJECT NO. M 376 (226)

PROJECT STATUS: IN PROGRESS

REPORT NO.

7

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY			
SUNDAY 07/14/19	No Work Performed.	0	Y	Total Value of Work This Period	\$510,582.80		
				Total Value of Work To Date	\$762,669.05		
MONDAY 07/15/19	OMNI used 2 mills for the cold planning of asphalt from 72nd to the Center Line of Edgewood Blvd. Performed milling under live traffic.	10	Y	Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00		
				Total Value of Stored Materials Remaining To Date	\$0.00		
TUESDAY 07/16/19	OMNI used 3 pavers to pave milled surface from 72nd to the Center Line of Edgewood Blvd. Paving operations occurred under a full closure to traffic. River City set up the closure and installed the marking tape.	10	Y	Estimated Contract Value	\$ 793,983.55		
				Percent Complete By Value	96%		
WEDNESDAY 07/17/19	OMNI used 2 mills for the cold planning of asphalt and milling of concrete from 84th to the Center Line of Edgewood Blvd. Performed milling under live traffic.	10	Y	Contract Calendar / Work Days	60		
				Calendar / Work Days This Period	7		
THURSDAY 07/18/19	OMNI used 3 pavers to pave milled surface from 84th to the Center Line of Edgewood Blvd. Paving operations occurred under a full closure to traffic. River City set up the closure and installed the marking tape.	10	Y	Calendar / Work Days Used To Date	48		
				Percent Time Used	80%		
FRIDAY 07/19/19	No Work Performed.	0	Y	% Retained	10.00%		
				Amount Retained To Date	\$76,266.91		
SATURDAY 07/20/19	No Work Performed.	0	Y	Net Amount Due To Date	\$686,402.14		
				Total Incentive Earned / Disincentive Assessed To Date	\$0.00		
<u>Other Comments</u> Progress Payment #2		Net Amount Due To Date Including Incentive Earned / Disincentive Assessed		\$686,402.14			
		Total Previous Payments To Date		\$165,088.39			
		Amount Due To Date		\$521,313.75			

L + Dm

7/30/19

CONTRACTOR / DATE

O.K. to PAY
JMK 7-30-2019
05.71.0947.003

PROJECT MANAGER / DATE

Tim O'Bryan

7-30-19

PROJECT REPRESENTATIVE / DATE

Jahn M. Kettmann 7/30/2019

CITY CONSTRUCTION ENGINEER / DATE

Consent Agenda 8/5/19

(RE)

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	0	MOBILIZATION	1.00	\$13,745.00	LS	-	\$0.00	100.0%	1.00	\$13,745.00
2	0	PERFORM COLD PLANNING – ASPHALT, AVERAGE 2" THICK	26,100.00	\$5.58	SY	25,769.90	\$143,796.04	99.0%	25,769.90	\$143,796.04
3	0	CONCRETE SURFACE MILLING, 2" THICK	425.00	\$7.91	SY	507.80	\$4,016.70	119.0%	507.80	\$4,016.70
4	0	CONSTRUCT ASPHALT SURFACE COURSE TYPE SPR (PG 64-34)	3,160.00	\$107.50	TON	3,274.24	\$351,980.80	104.0%	3,274.24	\$351,980.80
5	0	CONSTRUCT CONCRETE BASE REPAIR TYPE L85	1,400.00	\$91.65	SY	-	\$0.00	95.0%	1,335.75	\$122,421.49
6	0	INSTALL PERMANENT PREFORMED MARKING TAPE – TYPE 4, 5" YELLOW	1,690.00	\$3.95	LF	1,330.00	\$5,253.50	79.0%	1,330.00	\$5,253.50
7	0	INSTALL PERMANENT PREFORMED MARKING TAPE – TYPE 4, 5" WHITE	290.00	\$4.70	LF	235.00	\$1,104.50	81.0%	235.00	\$1,104.50
8	0	INSTALL PERMANENT PREFORMED MARKING TAPE – TAPE SYMBOL – TYPE DIRECTIONAL ARROW, WHT	3.00	\$279.00	EA	4.00	\$1,116.00	133.0%	4.00	\$1,116.00
9	0	ADJUST MANHOLE TO GRADE	30.00	\$753.00	EA	-	\$0.00	0.0%	-	\$0.00
10	0	ADJUST UTILITY VALVE TO GRADE	11.00	\$684.00	EA	-	\$0.00	55.0%	6.00	\$4,104.00
11	0	PROVIDE TEMPORARY TRAFFIC CONTROL	1.00	\$12,751.00	LS	0.26	\$3,315.26	91.0%	0.91	\$11,803.41
12	0	REMOVE & REPLACE INLET	4.00	\$5,019.00	EA	-	\$0.00	100.0%	4.00	\$20,076.00
13	0	REMOVE SIDEWALK	4,300.00	\$1.26	SF	-	\$0.00	106.0%	4,563.00	\$5,749.38
14	0	REPAIR CURB & GUTTER	660.00	\$31.85	LF	-	\$0.00	126.0%	832.00	\$26,499.20
15	0	CONSTRUCT 4" CONCRETE SIDEWALK	4,300.00	\$4.57	SF	-	\$0.00	96.0%	4,123.00	\$18,842.11
16	0	CONSTRUCT 6" CONCRETE SIDEWALK	145.00	\$6.19	SF	-	\$0.00	0.0%	-	\$0.00
17	0	CONSTRUCT 6" IMPRINTED CONCRETE SURFACING	745.00	\$9.25	SF	-	\$0.00	64.0%	477.75	\$4,419.19
18	0	CONSTRUCT 6" CONCRETE CURB RAMP	940.00	\$11.60	SF	-	\$0.00	96.0%	904.00	\$10,486.40
19	0	CONSTRUCT SEGMENTAL RETAINING WALL	30.00	\$26.10	SF	-	\$0.00	129.0%	38.75	\$1,011.38
20	0	CONSTRUCT DETECTABLE WARNING PANEL, CAST IRON	320.00	\$24.85	SF	-	\$0.00	90.0%	288.00	\$7,156.80
21	0	CLEARING & GRUBBING PER INTERSECTION CORNER	30.00	\$104.00	EA	-	\$0.00	90.0%	27.00	\$2,808.00
22	0	INSTALL CURB INLET PROTECTION	20.00	\$238.00	EA	-	\$0.00	105.0%	21.00	\$4,998.00
23	0	REMOVE & RELOCATE FENCE	40.00	\$29.25	LF	-	\$0.00	0.0%	-	\$0.00
24	0	REMOVE & INSTALL NEW SPRINKLER HEAD	30.00	\$62.65	EA	-	\$0.00	10.0%	3.00	\$187.95
25	0	INSTALL SODDING	600.00	\$6.78	SY	-	\$0.00	0.0%	-	\$0.00
26	0	INSTALL SEEDING – TYPE B	100.00	\$3.03	SY	-	\$0.00	427.0%	426.80	\$1,293.20
27	0	RENTAL OF LOADER, FULLY OPERATED	10.00	\$107.00	HR	-	\$0.00	0.0%	-	\$0.00
28	0	RENTAL OF SKID LOADER, FULLY OPERATED	10.00	\$64.30	HR	-	\$0.00	0.0%	-	\$0.00
29	0	RENTAL OF DUMP TRUCK, FULLY OPERATED	10.00	\$88.10	HR	-	\$0.00	0.0%	-	\$0.00



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

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

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

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 132407
Date 07/18/2019

Project 0171-417 LA VISTA PHASE 1 GOLF
COURSE TRANSFORMATION -
PROPOSED LAKE IMPROVEMENTS

Professional Services from June 17, 2019 through July 14, 2019

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Interface Area Topographic Survey	6,700.00	6,700.00	0.00	0.00
Construction Staking - Sanitary Sewer Relocation Phase 2	3,000.00	3,000.00	0.00	0.00
Construction Staking - Trail Phase 2	5,000.00	4,882.55	117.45	0.00
Pre-Construction "As-Built" Survey Phase 2	7,500.00	3,602.50	3,897.50	0.00
Post Construction "As-Built Survey Phase 2	7,500.00	0.00	7,500.00	0.00
Construction Administration - Sanitary Sewer Relocation Ph 2	7,500.00	6,783.90	716.10	0.00
Meetings	8,000.00	4,900.40	2,450.80	648.80
Construction Testing - Sanitary Sewer Relocation Phase 2	25,000.00	17,811.09	3,617.21	3,571.70
Construction Testing - Trail Phase 2	15,000.00	12,038.27	2,806.73	155.00
Erosion Control Monitoring and Reporting Services	9,000.00	3,547.75	5,037.50	414.75
3D Video Update Phase 2	5,500.00	5,229.39	270.61	0.00
Total	99,700.00	68,495.85	26,413.90	4,790.25

Invoice total

4,790.25

←

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
132082	06/27/2019	4,308.05	4,308.05				
132407	07/18/2019	4,790.25	4,790.25				
	Total	9,098.30	9,098.30	0.00	0.00	0.00	0.00

O.K. to pay

of MK 7-26-2019

16.71.0942.003

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

Consent Agenda 8/5/19



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: July 29, 2019

RE: LOCAL BACKGROUND- MANAGER
HOOTERS

CC:

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

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JUL 26 2019

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: HOA Restaurant Holder, LLC

Premise information

Liquor License Number: 132922 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Hooters

Premise Street Address: 12710 Westport Parkway

City: La Vista County: Sarpy Zip Code: 68138

Premise Phone Number: _____

Premise Email address: sfulton@hooters.com

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



1900008249

APPLICANT AND SPOUSE RESIDENCE(S) LIST FOR THE PAST 10 YEARS

Jamal Joudeh 10 year residence list

2019 to present - 201 N. 46th St., Apt. 1407, Omaha, NE 68132
2018-2019 - 1413 2nd Ave NW, Great Falls, MT 59404
2018 - 1103 S. Gurley Avenue, Apt. C, Gillette, WY 82716
2017-2018 - 5711 Sugar Hill Drive, #113, Houston TX 77057
2016-2017 - 2551 TX-35 Loop, Unit #1206, Alvin, TX 77511
2013-2016 - 1511 W B Ct., Lincoln, NE 68522
2012-2013 - 2335 W Street, Apt. 6, Lincoln, NE 68503
2011-2012 - 1632 Granada Lane, Lincoln, NE 68521
2010-2011 - 941 Manatt St., Lincoln, NE 68505
2010 E Street, Lincoln, NE 68505
2009-2010 2002 Champions Way, N. Lauderdale, FL 33068

Victoria Joudeh's 10 year residence list

2019 to present - 201 N. 46th St., Apt. 1407, Omaha, NE 68132
2018-2019 - 1413 2nd Ave NW, Great Falls, MT 59404
2018 - 1103 S. Gurley Avenue, Apt. C, Gillette, WY 82716
2017-2018 - 5711 Sugar Hill Drive, #113, Houston TX 77057
2016-2017 - 2551 TX-35 Loop, Unit #1206, Alvin, TX 77511
2013-2016 - 1511 W B Ct., Lincoln, NE 68522
2012-2013 - 2335 W Street, Apt. 6, Lincoln, NE 68503
2011-2012 - 1632 Granada Lane, Lincoln, NE 68521
2010-2011 - 941 Manatt St., Lincoln, NE 68505
2010 E Street, Lincoln, NE 68505
2009-2010 2002 Champions Way, N. Lauderdale, FL 33068

MANAGER'S/EASHER'S/O/EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2019	Celtic Cowboy	Amber Tarver	520-870-2593
2018	2019	Black Bear Diner	Staysee Wolf	801-458-2099

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jamal A. Joudeh	05/2010	Broward, FL	Failure to wear seatbelt	Convicted by Plea
Jamal A. Joudeh	09/1999	Lafayette, FL	Selling nicotine to person with a false id	Guilty
Jamal A. Joudeh	04/1996	Lafayette, FL	Selling nicotine to person with a false id	Guilty

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

YES NO

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

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

YES NO

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

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

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO



Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Montana Bartender License

Name: Jamal Joudeh

Certification Date: Mar 18th, 2019

Certificate Code:

Verify Online: servingalcohol.com

Complies with: Codes

16-11-305(1)(1993) & 16-11-308(2001)

Serving Alcohol Inc - Valid for 3 years

IMPORTANT: The State of Montana will send an official card.

Certificate # 6612742

Texas Alcoholic Beverage Commission

Seller Training Certification

Jamal Joudeh

Trainee's Name

has completed a TABC approved Seller
Training Program.

Expiration date: 09/28/2018
2 years from date of issue



Trainer Signature

Andrea Clark

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

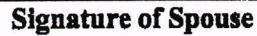
The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action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

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

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



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas The foregoing instrument was acknowledged before me this

July 24, 2019 date by Jamal A. Joudeh NAME OF PERSON BEING ACKNOWLEDGED

Shari A. Warren
Notary Public signature

Affix Seal	GENERAL NOTARY - State of Nebraska SHARI A. WARREN My Comm. Exp. Nov. 17, 2019
------------	--

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

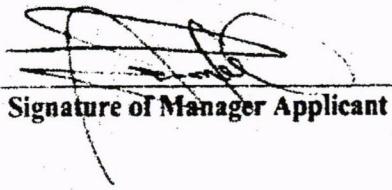
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of

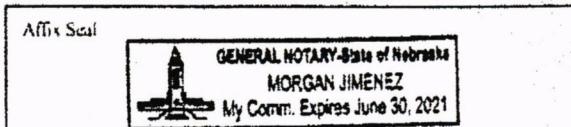
Douglas

The foregoing instrument was acknowledged before me this

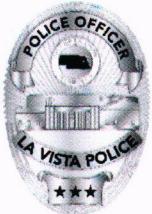
July 22, 2019
date

by Jamal A. Joudeh & Victoria Joudeh
NAME OF PERSON BEING ACKNOWLEDGED

Morgan Jimenez
Notary Public signature



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



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

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: July 30, 2019

RE: LOCAL BACKGROUND- MANAGER
WAL-MART

CC:

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

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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

MUST BE:

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

Corporation/LLC informationName of Corporation/LLC: Walmart Inc.

Premise informationLiquor License Number: 104519 Class Type 0 (if new application leave blank)Premise Trade Name/DBA: Walmart # 3173Premise Street Address: 9400 Giles RoadCity: La Vista County: Sarpy Zip Code: 68128Premise Phone Number: 402-513-4207Premise Email address: complia@wal-mart.com

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLYLast Name: Fuller First Name: Gerry MI: DHome Address: 602 Crest DrCity: Papillion County: Sarpy Zip Code: 68041

Home Phone Number: _____

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: _____

Email address: Fuller.gerryandjess@yahoo.com

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

 YES NO**Spouse's information**Spouses Last Name: Fuller First Name: Jessica MI: K

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Lakin, KS	2008	2015			
Guyman, OK	2015	2019			
Papillion, NE	2019	-			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2018	Walmart-Liberal, KS	Keith Staley	620-282-1576
2018	-	Walmart-Neighborhood	Kelly Borodden	402-910-1439

1. READ CAREFULLY, ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Gary Fuller	04/2016	Scott City, KS	speeding ticket	Acquitted
Gary Fuller	06/12/2016	Garfield, OK	speeding ticket	Acquitted

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

YES NO

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

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

YES NO

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

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Greg F. Miller	5-23-19	Alcohol Sales Training (Wistara)
Greg F. Miller	2-21-19	Age Verification - Restricted Items (Wistara)

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

YES NO

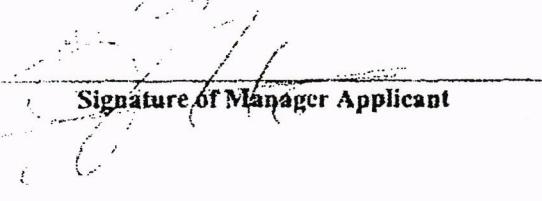
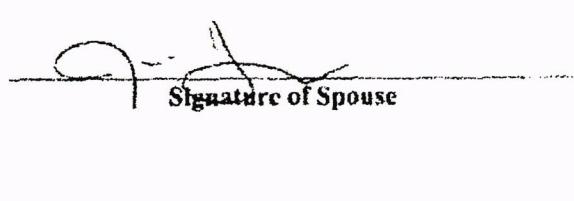
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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


Signature of Manager Applicant
Signature of Spouse**ACKNOWLEDGEMENT**

State of Nebraska

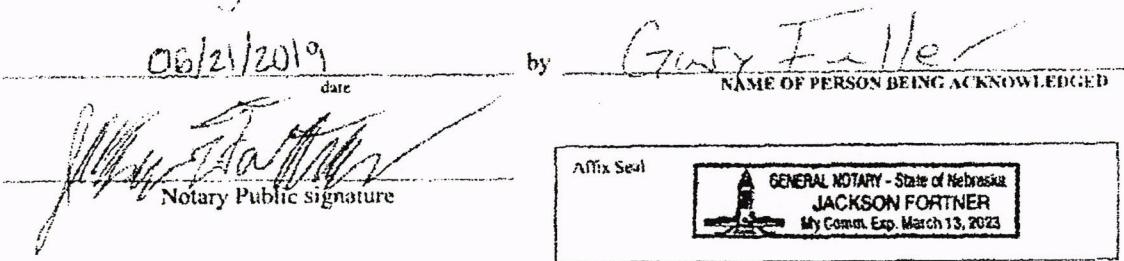
County of SD. City

The foregoing instrument was acknowledged before me this

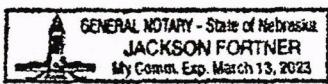
06/21/2019

date

by


NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

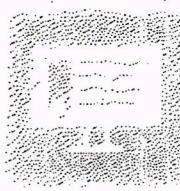
Affix Seal	 GENERAL NOTARY - State of Nebraska JACKSON FORTNER My Comm. Exp. March 13, 2023
------------	---

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

6/20/2019

Activity Details

Versional



AGE VERIFICATION - RESTRICTED ITEMS

© 20 Minutes

Attempt History

ACTIVITIES	DETAILS
------------	---------

Additional Information

Below are the additional details about this activity such as facility, location and so on.

Activity status : Active

Content : Compliance

Delivery method : eLearning

Code :

Training organization : Wal-Mart Stores, Inc

This activity can be completed by taking the following alternatives :

Age Verification - Restricted Items (1.0)

Requirement Details

Below are the reasons you require this activity.

Reason :

Learner Assignment Notes :

Certification Details

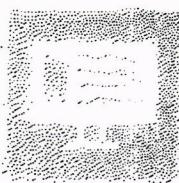
Below are the certifications you will acquire upon successful completion of this activity.

Age Verification - Restricted Items: This is a Certification

6/20/2019

Activity Details

Versional



ALCOHOL SALES TRAINING

© 55 Minutes

Attempt History

ACTIVITIES	DETAILS
------------	---------

Additional Information

Below are the additional details about this activity such as facility, location and so on.

Activity status : Active**Content :** Compliance**Delivery method :** eLearning**Code :****Training organization :** Wal-Mart Stores, Inc**This activity can be completed by taking the following alternatives :**

- Alcohol Sales Training (1.1),
- Alcohol Sales Training (1.3),
- Alcohol Sales Training (1.4),
- Alcohol Sales Training (1.7),
- Alcohol Sales Training (2),
- Alcohol Sales Training (2.1),
- Alcohol Sales Training (2.3),
- Alcohol Sales Training (2.4)

Requirement Details

Below are the reasons you require this activity.

Reason :**Learner Assignment Notes :****Certification Details**

Below are the certifications you will acquire upon successful completion of this activity.

Alcohol Sales Training: This is a Certification

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

130093	07/17/2019	BURNS & MCDONNELL ENGINEERING	17,455.03	N
130094	07/17/2019	CITY OF OMAHA	42,279.27	N
130095	07/17/2019	DESIGN WORKSHOP INC	60,378.60	N
130096	07/17/2019	GRAHAM CONSTRUCTION, INC	105,673.05	N
130097	07/17/2019	HAWKINS CONSTRUCTION COMPANY	274,290.30	N
130098	07/17/2019	NORTH STAR DESTINATION STRATEGIE	26,000.00	N
130099	07/17/2019	OLSSON, INC.	56,256.75	N
130100	07/17/2019	PAPIO-MISSOURI RIVER NRD	129,493.59	N
130101	07/17/2019	SARPY COUNTY TREASURER	59,455.00	N
130102	07/17/2019	THOMPSON DREESSEN & DORNER, IN	5,221.80	N
130103	07/29/2019	NE DEPT OF REVENUE-LOTT/51	79,090.00	N
130104	07/29/2019	NOLL, MARGARET M	120.00	N
130105	08/05/2019	4 SEASONS AWARDS	27.50	N
130106	08/05/2019	A-RELIEF SERVICES INC	748.00	N
130107	08/05/2019	ABM SUPPLY	5,530.00	N
130108	08/05/2019	ACCO UNLIMITED CORPORATION	757.50	N
130109	08/05/2019	AMAZON CAPITAL SERVICES, INC.	26.98	N
130110	08/05/2019	AMERICA'S FENCE STORE INC	16,849.87	N
130111	08/05/2019	ASPHALT & CONCRETE MATERIALS	696.38	N
130112	08/05/2019	AT&T MOBILITY LLC	93.80	N
130113	08/05/2019	ATLAS AWNING CO INC	350.00	N
130114	08/05/2019	BADGER BODY & TRUCK EQUIP CO INC	96.00	N
130115	08/05/2019	BAUER BUILT INC	187.98	N
130116	08/05/2019	BELLEVUE LIBRARY FOUNDATION	1,500.00	N
130117	08/05/2019	BERRY DUNN	7,980.00	N
130118	08/05/2019	BISHOP BUSINESS EQUIPMENT COMPA	1,287.33	N
130119	08/05/2019	BKD LLP	940.00	N
130120	08/05/2019	BLACK HILLS ENERGY	50.37	N
130121	08/05/2019	BOTACH INC.	439.98	N
130122	08/05/2019	BUILDERS SUPPLY CO INC	297.25	N
130123	08/05/2019	CATHERINE DEMES MAYDEW	2,307.50	N
130124	08/05/2019	CENTER POINT, INC.	364.32	N
130125	08/05/2019	CENTURY LINK	405.49	N
130126	08/05/2019	CENTURY LINK BUSN SVCS	203.28	N
130127	08/05/2019	CINTAS CORPORTATION	44.19	N
130128	08/05/2019	COMP CHOICE INC	530.61	N
130129	08/05/2019	CONSOLIDATED MANAGEMENT CO	7.88	N
130130	08/05/2019	COX COMMUNICATIONS, INC.	147.03	N
130131	08/05/2019	D & K PRODUCTS	1,547.50	N
130132	08/05/2019	DELL MARKETING L.P.	6,135.60	N
130133	08/05/2019	DOG AND PONY PRODUCTIONS INC	550.00	N
130134	08/05/2019	DOUGLAS COUNTY SHERIFF'S OFC	1,475.00	N
130135	08/05/2019	DULTMEIER SALES LLC	31.32	N
130136	08/05/2019	EBSCO INFORMATION SERVICES	805.00	N
130137	08/05/2019	ED ROEHR SAFETY PRODUCTS CO	1,188.59	N
130138	08/05/2019	EMBLEMIS INC	281.00	N
130139	08/05/2019	EXPRESS DISTRIBUTION LLC	530.39	N
130140	08/05/2019	FAC PRINT & PROMO COMPANY	198.00	N
130141	08/05/2019	FASTENAL COMPANY	38.64	N
130142	08/05/2019	FILTER CARE OF NEBRASKA	10.35	N
130143	08/05/2019	FINDAWAY WORLD, LLC	659.95	N
130144	08/05/2019	FIRST NATIONAL BANK FREMONT	1,029,631.25	N
130145	08/05/2019	FITZGERALD SCHORR BARMETTLER	29,424.10	N
130146	08/05/2019	FOCUS PRINTING	3,488.70	N
130147	08/05/2019	GALE	793.80	N
130148	08/05/2019	GCR TIRES & SERVICE	187.00	N
130149	08/05/2019	GENERAL FIRE & SAFETY EQUIP CO	160.00	N
130150	08/05/2019	GODFATHER'S PIZZA	741.00	N
130151	08/05/2019	GRETNNA SMALL ENGINE	845.24	N
130152	08/05/2019	HANEY SHOE STORE	150.00	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
130153	08/05/2019	HEIMES CORPORATION	83.04	N
130154	08/05/2019	HOME DEPOT CREDIT SERVICES	78.99	N
130155	08/05/2019	IA NE SD PRIMA CHAPTER	100.00	N
130156	08/05/2019	IGM TECHNOLOGY CORP.	2,000.00	N
130157	08/05/2019	INDUSTRIAL SALES COMPANY INC	383.36	N
130158	08/05/2019	INGRAM LIBRARY SERVICES	297.49	N
130159	08/05/2019	JOHNSON, ALLEN L.	351.00	N
130160	08/05/2019	KEVIN JONES	900.00	N
130161	08/05/2019	LA VISTA COMMUNITY FOUNDATION	60.00	N
130162	08/05/2019	LIBRARY IDEAS LLC	10.50	N
130163	08/05/2019	LOGAN CONTRACTORS SUPPLY	252.36	N
130164	08/05/2019	LOU'S SPORTING GOODS	100.00	N
130165	08/05/2019	LOVELAND GRASS PAD	980.55	N
130166	08/05/2019	MAMA'S PIZZA	1,670.35	N
130167	08/05/2019	MENARDS-RALSTON	563.81	N
130168	08/05/2019	METROPOLITAN UTILITIES DIST.	9,463.90	N
130171	08/05/2019	MIDWEST TAPE	67.63	N
130172	08/05/2019	MIDWEST TURF & IRRIGATION	103.32	N
130173	08/05/2019	MOBOTREX, INC.	3,010.00	N
130174	08/05/2019	NATIONAL RESEARCH CENTER INC	9,975.00	N
130175	08/05/2019	NE DEPT OF LABOR-WORKFORCE DEV	3,312.00	N
130176	08/05/2019	NEBRASKA LAW ENFORCEMENT	2,152.00	N
130177	08/05/2019	NLA-NEBRASKA LIBRARY ASSN	480.00	N
130178	08/05/2019	NOBBIES INC	284.24	N
130179	08/05/2019	NOLL, MARGARET M	120.00	N
130180	08/05/2019	NORTH AMERICAN RESCUE LLC	358.92	N
130181	08/05/2019	O'REILLY AUTO ENTERPRISES, LLC	311.28	N
130182	08/05/2019	OCLC INC	310.78	N
130183	08/05/2019	OFFICE DEPOT INC	1,516.75	N
130185	08/05/2019	OMAHA COMPOUND COMPANY	138.14	N
130186	08/05/2019	OMNI ENGINEERING	290.39	N
130187	08/05/2019	PAY-LESS OFFICE PRODUCTS INC	563.24	N
130188	08/05/2019	PEPSI COLA COMPANY	952.08	N
130189	08/05/2019	PER MAR SECURITY SERVICES	111.00	N
130190	08/05/2019	PITNEY BOWES GLOBAL FIN SVCS	526.71	N
130191	08/05/2019	PLAINS EQUIPMENT GROUP	671.12	N
130192	08/05/2019	PROJECT LIFESAVER INC	179.96	N
130193	08/05/2019	QUICK, TERRILYN	289.00	N
130194	08/05/2019	RALSTON AREA BASEBALL ASSOCIATIO	2,557.50	N
130195	08/05/2019	RAY ALLEN MANUFACTURING CO INC	10.00	N
130196	08/05/2019	READY MIXED CONCRETE COMPANY	3,894.12	N
130197	08/05/2019	REED TRAILER SALES	7,875.00	N
130198	08/05/2019	RICK NELSON PHOTOGRAPHY	1,300.00	N
130199	08/05/2019	ROTELLA'S ITALIAN BAKERY	127.09	N
130200	08/05/2019	RTC MANUFACTURING, INC	794.45	N
130201	08/05/2019	SARPY COUNTY COURTHOUSE	4,207.68	N
130202	08/05/2019	SIGN IT	88.00	N
130203	08/05/2019	SOUTHERN UNIFORM & EQUIPMENT	919.95	N
130204	08/05/2019	SUBURBAN NEWSPAPERS INC	384.58	N
130205	08/05/2019	SUN COUNTRY DISTRIBUTING LTD	13.19	N
130206	08/05/2019	SWANK MOTION PICTURES INC	643.00	N
130207	08/05/2019	TED'S MOWER SALES & SERVICE	238.15	N
130208	08/05/2019	TRACES CENTER FOR HISTORY & CULT	95.00	N
130209	08/05/2019	TRAFFIC CONTROL CORPORATION	36.00	N
130210	08/05/2019	UNITED PARCEL SERVICE	8.42	N
130211	08/05/2019	V & V MANUFACTURING INC	328.85	N
130212	08/05/2019	VALENTINO'S	628.48	N
130213	08/05/2019	VERIZON CONNECT NWF, INC.	731.25	N
130214	08/05/2019	VERIZON WIRELESS	210.71	N
130215	08/05/2019	WAL-MART COMMUNITY BRC	2,352.38	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
130216	08/05/2019	WESTLAKE HARDWARE INC NE-022	135.34	N
130217	08/05/2019	WESTLAKE HARDWARE INC NE-022	1,042.99	N
130218	08/05/2019	ZEE MEDICAL SERVICE INC	101.35	N
TOTAL:			2,048,197.45	

APPROVED BY COUNCIL MEMBERS ON: 08/05/2019

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
ZONING TEXT AMENDMENTS — SECTIONS 7.01-7.04 SIGNS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRIS SOLBERG SENIOR PLANNER

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to amend Sections 7.01 (Sign Regulations), 7.02 (Signage Plans), 7.03 (Other Signage Provisions, and 7.04 (Permit Procedures) of the Zoning Ordinance to provide for more clarity in the signage regulations.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Upon staff review of Sections 7.01-7.04 (Signs) it was concluded that an update to the regulations was warranted. The proposed changes to Sections 7.01-7.04 add Directional Signs as a sign type, simplify and clarify the signage plan requirements, and incorporate wording and formatting changes for better clarification of the regulations.

Redline copies of the proposed amendments are attached.

The Planning Commission held a public hearing on June 20, 2019, and unanimously recommended approval of the text amendments to the City Council. Subsequently, the City Attorney incorporated several minor changes to provide for further clarity in the signage regulations.

ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, REGARDING REGULATION OF SIGNS; TO AMEND SECTIONS 7.01, 7.02, 7.03, AND 7.04 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTIONS 7.01, 7.02, 7.03, AND 7.04 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Amendment of Section 7.01. Section 7.01 of the Ordinance No. 848 is hereby amended to read as follows:

Section 7.01 Sign Regulations

7.01.01 Purpose

The purpose of these sign regulations are: to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations. These sign regulations are adopted under the zoning authority of the city in furtherance of the more general purposes set forth in the zoning ordinance.

7.01.02 Applicability

A sign may be erected, placed, established, painted, created, or maintained within the city and the city's extraterritorial zoning jurisdiction only in conformance with the standards, procedures, exemptions and other requirements of these sign regulations.

7.01.03 Definitions and Interpretation

Words and phrases used in this ordinance shall have the meanings set forth in Section 2. Principles for computing sign area and sign height are contained in Section 7.01.04.

7.01.04 Computations

1. Computation of Area of Individual Signs

The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing as a whole, representation, emblem, or other display as a whole, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly identical to the display itself.

2. Computation of Area of Multi-faced Signs

The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart, the sign area shall be computed by the measurement of one of the faces.

3. Computation of Height

The height of a sign shall be computed as the distance from the grade at the base of the sign, or from the grade immediately below the sign in the case of Wall Signs, at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be from finished grade. Any berms shall be construed to be a part of the sign base and added to the overall height of the sign.

7.01.05 Permitted Signs and Limitations

1. Ground Monument

- A. Monument signs shall be located along the frontage of the zoned lot. All signs shall be of permanent construction and are subject to the provisions of local codes and ordinances. On corner lots, the monument sign may be placed on either frontage.
- B. All ground monument signs shall be located on the same lot as the advertised use.
- C. Signs shall contain only the name or trademark of the business, building or complex which it identifies.
- D. With the exception of change panels permitted for gas stations to advertise gasoline prices, no change panels, advertising or names of individual tenants will be allowed.
- E. Setbacks for all ground monument signs are ten (10) feet, no setbacks are required in the MU-CC District.
- F. The following criteria apply to Ground Monument signs:

District	Design Limitations for Ground Monuments		
	Max. Size	Max. Height	Max. Number
TA	32 square feet	10 feet	One (1) per lot frontage
R-1	32 square feet	10 feet	One (1) per lot frontage
R-2	32 square feet	10 feet	One (1) per lot frontage
R-3	32 square feet	10 feet	One (1) per lot frontage
R-4	32 square feet	10 feet	One (1) per lot frontage
C-1	32 square feet	10 feet	One (1) per lot frontage
C-2	32 square feet	10 feet	One (1) per lot frontage
C-3	50 square feet	10 feet	Two (2) per lot frontage
MU-CC	32 square feet	10 feet	One (1) per lot frontage
I-1	32 square feet	10 feet	One (1) per lot frontage
I-2	32 square feet	10 feet	One (1) per lot frontage
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

2. **Center Identification Signs**

- A. All Center Identification signs shall be a ground monument style sign.
- B. *A maximum of two Center Identification signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.*
- C. All Center Identification signs shall be constructed in a manner that is permanent.
- D. Acceptable materials include:
 - Exterior Insulation Finish System (EIFS)
 - Brick
 - Split face Concrete Masonry Units
 - Stone
 - Metal
 - Simulated Acrylic, or
 - Other materials provided said design is reflective of the character of the use.
- E. All Center Identification signs shall advertise only the name of the development *and/or major tenants*, unless in compliance with Subsection G below.
- F. Setbacks for all Center Identification Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- G. Change panels and/ or changeable copy may be allowed provided:
 - Signs shall only include business names *or logos*
 - Fonts shall be similar to that of the development name
 - Said panels and / or copy match in color and material to the overall sign.
- H. *Electronic Message Boards shall only be allowed as part of a Center Identification Sign, provided the following:*
 - *No more than one-half of the permitted sign area shall be used for changeable copy or electronic message board signs.*
 - *The board may be double-faced.*
 - *Each board shall be permanently installed or located.*
 - *Electronic messages shall not be animated or flash continuously (blinking) in any manner.*
 - *Electronic message boards must use automatic level controls to reduce light levels at night and under cloudy and other darkened conditions, in accordance with the standards set forth in this sub-section. All electronic message boards must have installed ambient light monitors, and must at all times allow such monitors to automatically adjust the brightness level of the electronic sign based on ambient light conditions. Maximum brightness levels for electronic message boards may not exceed 5000 nits when measured from the signs face at its maximum brightness, during daylight hours, and 500 nits when measured from the signs face at its maximum brightness between sunset and sunrise, as those times are determined by the National Weather Service.*
 - *The message cannot change copy at intervals of less than one (1) minute. Changes of message image must be instantaneous as seen by the human eye and may not use fading, rolling, window shading, dissolving, or similar effects as part of the change.*

I. The following criteria apply to Center Identification signs:

District	Design Limitations for Center Identification Signs		
	Max. Size	Max. Height	Max. Number
TA			
R-1			
R-2			
R-3			
R-4			
C-1	100 square feet	20 feet	<i>One (1) per main entrance but not more than two (2) per street frontage of the development</i>
C-2	100 square feet	20 feet	<i>One (1) per main entrance but not more than two (2) per street frontage of the development</i>

C-3	150 square feet	24 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
MU-CC	150 square feet	24 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
I-1	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
I-2	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

(Ordinance No. 883, 11-19-02) (Ordinance No. 896, 2-04-03) (Ordinance No. 1145, 5-17-11)

3. Wall Signs

- A. All wall signs shall be mounted to the primary face of the use, *unless otherwise substituted by the Planning Department. (Ordinance No. 988, 4-18-06)*
- B. For multi-tenant buildings, maximum sign size for each tenant will be based on the width of the storefront of the bay that they occupy.
- C. The following criteria apply to Wall Signs:

District	Design Limitations for Wall Signs		
	Max. Permitted Sign Area	Max. Height	Max. Number
TA	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.
R-1			
R-2			
R-3			
R-4			
C-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.
C-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area..
C-3	2.5 square feet per lineal foot of building / storefront to a Max. of 600 sq. ft.	45 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.
MU-CC	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	90 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.
I-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.
I-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) sign area per main frontage More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.
PUD	The maximum allowed within the underlying zoning district, <i>or otherwise prescribed in the approved P.U.D Plan of said lot/development.</i>	The maximum building height allowed <i>in the approved P.U.D Plan of said lot/development, or as otherwise prescribed in such P.U.D.</i>	The maximum allowed within the underlying zoning district, <i>or otherwise prescribed in the approved P.U.D Plan of said lot/development.</i>

(Ordinance No. 988, 4-18-06)

4. Incidental Signs

- A. Incidental signs shall be placed in locations along the primary face of the building.
- B. Incidental signs may be placed on a second building face, when the building has dual frontage.
- C. The following criteria apply to Incidental Signs:

District	Design Limitations for Incidental Signs		
	Max. Size	Max. Height	Max. Number
TA	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-3	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-4	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront

C-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-3	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
MU-CC	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

5. *Directional Signs*

- A. Directional signs may be erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic for purposes other than those of Project Directory Signs. Example uses are arrow signs directing vehicles to a drive-thru lane or pedestrians to a building entrance.
- B. Directional signs shall contain no advertising, though may contain the business's logo.
- C. The following criteria apply to Directional Signs:

District	Design Limitations for Directional Signs		
	Max. Size	Max. Height	Max. Number
TA	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
R-1			
R-2			
R-3			
R-4			
C-1	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
C-2	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
C-3	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
MU-CC	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
I-1	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
I-2	6 sq. ft. of area each	3 feet above grade	One (1) per street entrance
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

6. *Project Directory Signs (Ordinance No. 1145, 5-17-2011)*

In order to maintain the flow of traffic on arterial and collector roads and to promote vehicular safety, emphasis is made to limit the number of ingress and egress points off of such roads. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. Provisions are provided to allow project directory signs which identify the name of the particular development and/or the names of their tenants. Such signs would be supplemental to signage otherwise provided for such developments.

Directional signs may be erected under the following conditions:

- A. Access to the development is restricted. Full ingress and egress to the development off an arterial or collector road is limited by access constraints or non-existent.
- B. Such signs may be placed on or off-premises. All such signs shall be constructed and located, however, so as to be visible by the motorist traveling on the arterial or collector road which intersects with the local road providing access to the development.
- C. Setbacks for all Project Directory Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- D. A maximum of two project directory signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.
- E. No such sign shall be allowed further than one-thousand (1,000) feet from any entity advertising on the sign using the closest straight line measurement.
- F. The minimum distance between a sign location and any residential zoning district shall be 50 feet.
- G. The sign may contain the name of the development, names of tenants within the development, directional arrows and distance information. If off-premises, sign shall identify multiple businesses or industries.
- H. The size of each sign shall be a function of the number of tenants within the development. Each eight (8) square feet per principal use within the development, whichever is greater, with a maximum area of eighty (80) square feet.
- I. All such signs shall be a ground-mounted, monument-style sign.
- J. Such signs shall be subject to the design standards of the PUD or Gateway Corridor Overlay District, if within such district.

District	Design Limitations for Project Directory Signs									
	Max. Size	Max. Height	Max. Number							
TA										
R-1										
R-2										
R-3										
R-4										
C-1	80 square feet	10 feet	One (1) per main entrance but not more than two (2)							
C-2	80 square feet	10 feet	One (1) per main entrance but not more than two (2)							
C-3	80 square feet	10 feet	One (1) per main entrance but not more than two (2);							
MU-CC	80 square feet	10 feet	One (1) per main entrance but not more than two (2);							
I-1										
I-2										
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district							

7. Other Permitted Signs

Canopy

Identification

Projecting

Real Estate

Nameplate

Temporary (see Section 7.03.02)

Window

Subdivision (Ordinance No. 873, 10-15-02)

Construction (Ordinance No. 873, 10-15-02)

Signs shall be permitted in the various districts at the listed square footage and heights according to the following schedule:

Zoning District	TA	R-1	R-2	R-3	R-4	C-1	C-2	C-3	MU-CC	I-1	I-2
Sign Type											
Identification											
Max. Size (Square Ft.)	2 ¹										
Max. Height (Ft.)	NA										
Number Allowed per building	1	1	1	1	1	1	1	1	1	1	1
Real Estate											
Max. Size (Square Ft.)	32	6	6	6	6	32	32	32	32	32	32
Max. Height (Ft.)	6	4	4	4	4	6	6	6	6	6	6
Number Allowed per lot	2	1	1	1	1	2 ⁷					
Subdivision											
Max. Size (Square Ft.)	32	32	32	32	32	32	50	32	32	32	32
Max. Lot Coverage (Sq. Ft.)	2,500 ⁴										
Max. Height (Ft.)	10	10	10	10	10	10	15	10	10	10	10
Number Allowed per lot	2 ⁵										
Construction											
Max. Size (Square Ft.)	32	32	32	32	32	32	32	32	32	32	32
Max. Height (Ft.)	8	8	8	8	8	8	8	8	8	8	8
Number Allowed per lot	4 ⁶										
Canopy											
Max. Size	25% ²	N	N	N	N	25% ²					
Max. Height (Ft.)	NA	N	N	N	N	NA	NA	NA	NA	NA	NA
Number Allowed per building	1	N	N	N	N	1	1	1	1	1	1
Window											
Max. Size	25% ³	N	N	N	N	25% ³					
Max. Height (Ft.)	NA	N	N	N	N	NA	NA	NA	NA	NA	NA
Number Allowed per building/ storefront	2	N	N	N	N	2	2	2	2	2	2
Projecting											
Max. Size (Square Ft.)	N-	N-	N-	N-	12	12	12	12	12	N-	N-
Max. Height (Ft.)	NA										
Number Allowed per building	1	1	1	1	1	1	1	1	1	1	1
Nameplate											
Max. Size (Square Ft.)	2	2	2	2	2	N	NN	NN	NN	NN	NN
Max. Height (Ft.)	NA	NA	NA	NA	NA	N	NN	NN	NN	NN	NN
Number Allowed per building	1	1	1	1	1	1	1	1	1	1	1

N: not permitted

NA: Not Applicable

(Ordinance No. 873, 10-15-02) (Ordinance No. 897, 2-04-03) (Ordinance No. 951, 3-15-05)

1: Maximum letter height is equal to 12 inches

2: percentage of total Canopy area

3: percentage of total window area

4: When constructed as a landscaping element on an outlot or plat lot

5: Per Entrance

6: Maximum number equal to four (4) when every sign equals the maximum size, no maximum number when using six (6) square foot signs

7: On corner lots or lots one (1) acre or greater, otherwise one (1) per lot **(Ordinance No. 897, 2-04-03)**

Note: All signs shall have a Vertical Clearance of nine (9) feet above any sidewalk, private drive, or parking.

All signs shall have a Vertical Clearance of twelve (12) feet above any Public Street.

8. Sign type, District Permitted

A. Signs shall be permitted in the various districts according to the following schedule:

<u>Zoning District</u>	<u>TA</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>R-4</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>MU- CC</u>	<u>I-1</u>	<u>I-2</u>
<u>Sign Type</u>											
Building Marker	P	P	P	P	P	P	P	P	P	P	P
Identification	P	P	P	P	P	P	P	P	P	P	P
Temporary	P	P	P	P	P	P	P	P	P	P	P
<i>Construction</i>	P	P	P	P	P	P	P	P	P	P	P
Real Estate	P	P	P	P	P	P	P	P	P	P	P
Incidental	P	P	P	P	P	P	P	P	P	P	P
Subdivision	P	P	P	P	P	P	P	P	P	P	P
Wall	P	N	N	N	N	P	P	P	P	P	P
Canopy	P	N	N	N	N	P	P	P	P	P	P
Window	P	P	P	P	P	P	P	P	P	P	P
Projecting	P	N	N	N	N	P	P	P	P	P	P
Name Plate	P	P	P	P	P	P	P	P	P	P	P
Monument	P	P	P	P	P	P	P	P	P	P	P
Billboard	N	N	N	N	N	N	N	N	N	N	N
Pole	N	N	N	N	N	N	N	N	N	N	N

P: permitted N: not permitted C: Conditional Use

(Ordinance No. 873, 10-15-02)

9. Special Signage Conditions

The following special conditions apply to stand-alone ATM's, Coffee Kiosks and other Kiosks.

- A. Stand-alone ATM's may have the following:
 - One (1) wall sign on each exterior wall provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
 - Where a canopy is integrated into the ATM, a canopy sign may be placed on each face of the ATM, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
 - Directional signage shall be contained on the ATM, painted within a drive lane or in any curbing defining a drive lane.
 - All signs are subject to the required permitting process of this Ordinance.
 - Said signage may be incorporated with lighting plan and backlit in order to provide for greater security on the premises.
- B. Coffee Kiosks and other Kiosks may have the following:
 - One (1) wall sign on each exterior wall not used for drive-up service, provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
 - Where a canopy is integrated into the Coffee Kiosks / Kiosks, a canopy sign may be placed on each face of the Coffee Kiosk / Kiosks, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
 - Directional signage shall be contained on the Coffee Kiosk /Kiosk, painted within a drive lane or in any curbing defining a drive lane
 - Window signs limited to menu boards and daily specials shall not require a sign permit.
 - All signs are subject to the required permitting process of this Ordinance, unless otherwise noted.

7.01.06 Permits Required

1. If a sign requiring a permit under the provision of the ordinance is to be placed, constructed, erected, or modified on a zone lot, the owner of the lot shall secure a sign permit prior to the construction, placement, erection, or modification of such a sign in accordance with the requirements of Section 7.04.01.
2. Furthermore, the property owner shall maintain in force, at all times, a sign permit for such sign in accordance with Section 7.04.09.
3. No signs shall be erected in the public right-of-way except in accordance with Section 7.03.01.
4. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this ordinance (including those protecting existing signs) in every respect and with the Signage Plan in effect for the property.

7.01.07 Design, Construction, Maintenance

All signs shall be designed, constructed and maintained in accordance with the following standards:

1. All signs shall comply with applicable provisions of the Uniform Building Code and the National Electrical Code.
2. Except for flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building or another structure by direct attachment to a rigid wall, frame or structure.
3. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this code, at all times.

SECTION 2. Amendment of Section 7.02. Section 7.02 of the Ordinance No. 848 is hereby amended to read as follows:

Section 7.02 Signage Plans

7.02.01 General Provisions

1. No permit shall be issued for an individual sign requiring a permit unless and until an Individual Signage Plan or Master Signage Plan for the zoned lot on which the sign will be erected has been submitted to the City and approved by the Planning Department as conforming with this section.
2. All signage plans and permits shall include the following minimum information:
 - A. Color scheme;
 - B. Lettering or graphic style;
 - C. Lighting;
 - D. Location of each sign on the buildings;
 - E. Material;
 - F. Sign proportions; and
 - G. Any other criteria required by the appropriate signage plan.

7.02.02 Master Signage Plan.

For any zoned lot on which the owner proposes to erect more than three (3) signs requiring a permit, the owner shall submit to the Planning Department a Master Signage Plan containing the following:

1. An accurate plot plan of the zone lot, at such a scale as the Planning Department may require;
2. Location of buildings, parking lots, driveways, and landscaped areas on such zone lot;
3. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of freestanding signs allowed on the zone lot(s) included in the plan under this ordinance and
4. An accurate indication on the plot plan of the proposed location of each present and future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.

7.02.03 Showing Window Signs on Master Signage Plan.

1. A Master Signage Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.

7.02.04 Limit Number of Free Standing Signs Under Master Signage Plan.

1. The Master Signage Plan, for all zone lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one (1) for each street on which the zone lots shall provide for shared or common usage of such signs.

7.02.05 Amendment.

1. A Master Signage Plan may be amended by filing a new Master Signage Plan that conforms to all requirements of the ordinance then in effect.

7.02.06 Existing Signs Not Conforming to Master Signage Plan.

1. If any new or amended Master Signage Plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within two (2) years,

all signs not conforming to the proposed amended plan or to the requirements of this ordinance in effect on the date of submission.

7.02.07 **Binding Effect.**

1. After approval of a Master Signage Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

SECTION 3. Amendment of Section 7.03. Section 7.03 of the Ordinance No. 848 is hereby amended to read as follows:

Section 7.03 Other Signage Provisions

7.03.01 **Signs in the Public Right-of-Way**

No signs shall be allowed in the public right-of-way, except for the following:

1. **Permanent Signs.** Permanent signs, including:
 - A. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, advertise community events, and direct or regulate pedestrian or vehicular traffic;
 - B. Bus stop signs erected by a transit company
 - C. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and
 - D. Awning, projecting, and suspended signs projecting over a public right-of-way in conformity with the conditions of Section 1.16.

7.03.02 **Temporary Signs**

A permit for temporary signs shall be issued only in accordance to the Master Fee Schedule and for signs meeting the following criteria:

1. *Construction and real estate signs are exempt from a temporary sign permit provided they meet the requirements set forth hereafter and in Section 7.01.05(5) of this Ordinance.*
2. Such signs shall not be in place for more than fourteen (14) consecutive days, *except that Real Estate signs may be in place until the property sale is finalized and construction signs may be in place until that construction phase is completed;*
3. No more than four (4) temporary permits shall be issued to an individual use in a calendar year;
4. *Construction Signs shall be located on the property being constructed. Advertisement on business trailers or vehicles are exempt from a temporary sign permit and size restriction, except that such trailers or vehicles must be removed when construction by that company on said property is completed.*
5. Any violation of this Section may void any future requested permits; and
6. No temporary sign shall be of such size, message, or character so to harm the public, health, safety or general welfare. *Temporary signs shall not exceed thirty-two (32) square feet. (Ordinance No. 874, 10-15-02) (Ordinance No. 898, 2-04-03)*

7.03.03 **Emergency Signs (Permitted)**

1. Emergency warning signs erected by a governmental agency, public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

7.03.04 **Other Signs Forfeited**

1. Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. In addition, to other remedies hereunder, the city shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

7.03.05 **Signs Exempt from Regulation Under this Ordinance**

The following signs shall be exempt from regulation under this ordinance:

Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;

Any religious symbol;

Any sign identifying a public facility or public / civic event;

Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located

Holiday lights and decorations with no commercial message;

Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meets the Manual on Uniform Traffic Control Devices standards and which contain no commercial message of any sort; and

A political sign exhibited in conjunction with the election of political candidates. Such signs may not exceed thirty-two (32) square feet in any zone. Only four (4) political signs shall be allowed per zone lot at any one time. All such political signs shall be removed no later than (10) days after the election. *(Ordinances No. 1184, 9-18-12)*

7.03.06 Signs Prohibited Under These Regulations

All signs not expressly permitted in these regulations or exempt from regulation hereunder in accordance with the previous section are prohibited in the city. Such signs include, but are not limited to:

1. Beacons and flashing signs;
2. Video signs;
3. Marquee signs;
4. Portable signs, except as allowed by a Temporary Sign Permit;
5. Roof signs;
6. Pole signs
7. Suspended signs;
8. Strings of lights not permanently mounted to a rigid background, except those exempt under the previous section;
9. Off-premises signs, except for signs located on outdoor public or quasi-public recreational areas/facilities, provided such signs are located in a manner approved by the City (such as not facing adjacent street right-of-way or residential zoning districts) and are no larger than 32 square feet." *(Ordinance No. 951, 3-15-05)*
10. Animated signs; and
11. Audible Signs.

SECTION 4. Amendment of Section 7.04. Section 7.04 of the Ordinance No. 848 is hereby amended to read as follows:

Section 7.04 Permit Procedures

7.04.01 General Permit Procedures

1. The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the submission and review of Master Signage Plans.

7.04.02 Applications

1. All applications for sign permits of any kind and for approval of a Master Signage Plan shall be submitted to the City on an application form or in accordance with application specifications published by the City.

7.04.03 Fees

1. Each application for a sign permit or for approval of a Master Signage Plan shall be accompanied by the applicable fees, which shall be established in the Master Fee Schedule.

7.04.04 Completeness

1. Upon receiving an application for a sign permit or for a Master Signage Plan, the Planning Department shall review it for completeness. If the Planning Department finds that it is complete, the application shall then be processed. If the Planning Department finds that it is incomplete, the Planning Department shall, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this ordinance.

7.04.05 Action

Within fourteen (14) working days of the submission of a complete application for a sign permit, the Planning Department shall either:

1. Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and applicable Master Signage Plan; or
2. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance and the applicable Master Signage Plan. In case of a rejection, the Planning Department shall specify in the rejection the section or sections of the ordinance or applicable plan with which the sign(s) is inconsistent.

7.04.06 Permits to Construct or Modify Signs

1. All signs shall be erected, installed, or created only in accordance with a duly issued and valid sign construction permit from the Planning Department. Such permits shall be issued only in accordance with the following requirements and procedures.

7.04.07 Permit for New Sign or for Sign Modification

1. An application for construction, creation, or installation of a new sign or for modification of an existing sign shall be accompanied by detailed drawings to show the dimensions, design, structure, and location of each particular sign, to the extent that such details are not contained on a Master Signage Plan then in effect for the zone lot.

7.04.08 Inspection

1. The Planning Department shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month after the issuance of such permit or at such earlier date as the owner may request. If the construction is not substantially complete at the time of inspection, the permit shall lapse and become void. If the construction is complete and in full compliance with this ordinance

and the building and electrical codes, the Planning Department shall affix to the premises a permanent symbol identifying the sign(s) and the applicable permit by number or other reference. If the construction is substantially complete but not in full compliance with this ordinance and applicable codes, the Planning Department shall give the owner or applicant notice of the deficiencies and shall allow an additional thirty (30) days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the construction is then complete, the Planning Department shall affix to the premises the permanent symbol described above.

2. The permanent symbol shall remain affixed to approved sign. If removed the approved permit may become voided and said owner may be in violation and subject to any applicable fines.

7.04.09 Sign Permits — Continuing

1. The owner of a zone lot containing signs requiring a permit under this ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual zone lots, notwithstanding the fact that a particular zone lot may be included with other zone lots in a Master Signage Plan.

7.04.10 Initial Sign Permit

1. An initial sign permit shall be automatically issued by the Planning Department covering the period from the date of inspection of the completed sign installation, construction, or modification through the last day of that calendar year.

7.04.11 Lapse of Sign Permit

1. A sign permit shall lapse automatically if the business license for the premises lapses, is revoked, or is not renewed. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of one hundred eighty (180) days or more and is not renewed within thirty (30) days of a notice from the city to the last permittee, sent to the premises, that the sign permit will lapse if such activity is not renewed.

7.04.12 Assignment of Sign Permits

1. A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises, subject only to filing such application as the Planning Department may require and paying any applicable fee. The assignment shall be accomplished by filing and shall not require approval.

7.04.13 Sign Removal Required

1. A sign that was constructed, painted, installed, or maintained in conformance with a permit under this ordinance, but for which the permit has lapsed or not been renewed or for which the time allowed for the continuance of a nonconforming sign has expired, shall be forthwith removed, by the owner, without notice or action from the city.

7.04.14 Violations

1. Any of the following shall be a violation of these regulations and shall be subject to the enforcement remedies and penalties provided by the La Vista Zoning Ordinance, and by state law:
 - A. To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the zone lot on which the sign is located;
 - B. To install, create, erect, or maintain any sign requiring a permit without such permit;
 - C. To fail to remove any sign that is installed, created, erected, or maintained in violation of this ordinance, or for which the sign permit has lapsed.
 - D. To continue any such violation. Each day of a continued violation shall be considered a separate violation when applying the penalty portions of this ordinance.
 - E. Each sign installed, created, erected, or maintained in violation of this ordinance shall be considered a separate violation when applying the penalty portions of this ordinance.

SECTION 6. Repeal of Sections 7.01, 7.02, 7.03, and 7.04 as Previously Enacted.
Sections 7.01, 7.02, 7.03, and 7.04 of Ordinance No. 848 as previously enacted 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 be in full force and effect from and after passage, approval and publication as provided by law.

SECTION 9. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ARTICLE 7: SUPPLEMENTAL REGULATIONS

Section 7.01 Sign Regulations

7.01.01 Purpose

The purpose of these sign regulations are: to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations. These sign regulations are adopted under the zoning authority of the city in furtherance of the more general purposes set forth in the zoning ordinance.

7.01.02 Applicability

A sign may be erected, placed, established, painted, created, or maintained within the city and the city's extraterritorial zoning jurisdiction only in conformance with the standards, procedures, exemptions and other requirements of these sign regulations.

7.01.03 Definitions and Interpretation

Words and phrases used in this ordinance shall have the meanings set forth in Section 2. Principles for computing sign area and sign height are contained in Section 7.01.04.

7.01.04 Computations

1. Computation of Area of Individual Signs

The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing as a whole, representation, emblem, or other display as a whole, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets zoning ordinance regulations and is clearly identical to the display itself.

2. Computation of Area of Multi-faced Signs

The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than forty-two (42) inches apart, the sign area shall be computed by the measurement of one of the faces.

3. Computation of Height

The height of a sign shall be computed as the distance from the grade at the base of the sign, or from the grade immediately below the sign in the case of Wall Signs, at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be from finished grade. Any berms shall be construed to be a part of the sign base and added to the overall height of the sign.

7.01.05 Permitted Signs and Limitations

1. *Ground Monument*

- A. Monument signs shall be located along the frontage of the zoned lot. All signs shall be of permanent construction and are subject to the provisions of local codes and ordinances. On corner lots, the monument sign may be placed on either frontage.
- B. All ground monument signs shall be located on the same lot as the advertised use.
- C. Signs shall contain only the name or trademark of the business, building or complex which it identifies.
- D. With the exception of change panels permitted for gas stations to advertise gasoline prices, no change panels, advertising or names of individual tenants will be allowed.
- E. Setbacks for all ground monument signs are ten (10) feet, no setbacks are required in the MU-CC District.
- F. The following criteria apply to Ground Monument signs:

District	Design Limitations for Ground Monuments		
	Max. Size	Max. Height	Max. Number
TA	50-32 square feet	10 feet	One (1) per lot frontage
R-1	32 square feet	10 feet	One (1) per lot frontage
R-2	32 square feet	10 feet	One (1) per lot frontage
R-3	32 square feet	10 feet	One (1) per lot frontage
R-4	32 square feet	10 feet	One (1) per lot frontage
C-1	32 square feet	10 feet	One (1) per lot frontage
C-2	32 square feet	10 feet	One (1) per lot frontage
C-3	50 square feet	10 feet	Two (2) per lot frontage
MU-CC	32 square feet	10 feet	One (1) per lot frontage
I-1	32 square feet	10 feet	One (1) per lot frontage
I-2	32 square feet	10 feet	One (1) per lot frontage
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

2. *Center Identification Signs*

- A. All Center Identification signs shall be a ground monument style sign.
- B. *A maximum of two Center Identification signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.*
- C. All Center Identification signs shall be constructed in a manner that is permanent.
- D. Acceptable materials include:
 - Exterior Insulation Finish System (EIFS)
 - Brick
 - Split face Concrete Masonry Units
 - Stone
 - Metal
 - Simulated Acrylic, or
 - Other materials provided said design is reflective of the character of the use.
- E. All Center Identification signs shall advertise only the name of the development *and/or major tenants*, unless in compliance with Subsection **GF** below.
- F. Setbacks for all Center Identification Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- G. Change panels and/ or changeable copy may be allowed provided:
 - Signs shall only include business names *or logos*
 - Fonts shall be similar to that of the development name
 - Said panels and / or copy match in color and material to the overall sign.
- H. *Electronic Message Boards shall only be allowed as part of a Center Identification Sign, provided the following:*
 - *No more than one-half of the permitted sign area shall be used for changeable copy or electronic message board signs.*
 - *The board may be double-faced.*

- *Each board shall be permanently installed or located.*
- *Electronic messages shall not be animated or flash continuously (blinking) in any manner.*
- *Electronic message boards must use automatic level controls to reduce light levels at night and under cloudy and other darkened conditions, in accordance with the standards set forth in this sub-section. All electronic message boards must have installed ambient light monitors, and must at all times allow such monitors to automatically adjust the brightness level of the electronic sign based on ambient light conditions. Maximum brightness levels for electronic message boards may not exceed 5000 nits when measured from the signs face at its maximum brightness, during daylight hours, and 500 nits when measured from the signs face at its maximum brightness between sunset and sunrise, as those times are determined by the National Weather Service.*
- *The message cannot change copy at intervals of less than one (1) minute. Changes of message image must be instantaneous as seen by the human eye and may not use fading, rolling, window shading, dissolving, or similar effects as part of the change.*

I. The following criteria apply to Center Identification signs:

District	Design Limitations for Center Identification Signs		
	Max. Size	Max. Height	Max. Number
TA			
R-1			
R-2			
R-3			
R-4			
C-1	100 square feet	20 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
C-2	100 square feet	20 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
C-3	150 square feet	24 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
MU-CC	150 square feet	24 feet	One (1) per main entrance but not more than two (2) per street frontage of the development
I-1	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
I-2	100 square feet	20 feet	One (1) per main entrance but not more than three (3); plus, one (1) when abutting Interstate 80
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

(Ordinance No. 883, 11-19-02) (Ordinance No. 896, 2-04-03) (Ordinance No. 1145, 5-17-11)

3. **Wall Signs**

A. All wall signs shall be mounted to the primary face of the use, *unless otherwise substituted by the Building Official Planning Department. (Ordinance No. 988, 4-18-06)*

A.B. For multi-tenant buildings, maximum sign size for each tenant will be based on the width of the storefront of the bay that they occupy.

B.C. The following criteria apply to Wall Signs:

District	Design Limitations for Wall Signs		
	Max. <u>Size</u> <u>Permitted Sign Area</u>	Max. Height	Max. Number
TA	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) <u>sign area</u> per storefront main frontage <i>Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area. More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area.</i>
R-1			
R-2			
R-3			
R-4			
C-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) <u>sign area</u> per storefront main frontage <i>More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area. Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>
C-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) <u>sign area</u> per storefront main frontage <i>More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area. Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>
C-3	2.5 square feet per lineal foot of building / storefront to a Max. of 600 sq. ft.	45 feet above grade	One (1) <u>sign area</u> per main frontage <i>More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area. One (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>
MU-CC	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45-90 feet above grade	One (1) <u>sign area</u> per storefront main frontage <i>More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area. Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>
I-1	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) <u>sign area</u> per main frontage <i>More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area. Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>
I-2	1.5 square feet per lineal foot of building / storefront to a Max. of 400 sq. ft.	45 feet above grade	One (1) <u>sign area</u> per main frontage <i>More than One Frontage: Total maximum sign area shall not exceed 150% of the initial permitted sign area. Dual Frontage = one (1) additional Wall Sign may be used provided the combined total area does not exceed 150% of the initial allowable area.</i>

PUD	The maximum allowed within the underlying zoning district, <i>or otherwise prescribed in the approved P.U.D Plan of said lot/development.</i>	The maximum <i>building height allowed in the approved P.U.D Plan of said lot/development, or as otherwise prescribed in such P.U.D.</i>	The maximum allowed within the underlying zoning district, <i>or otherwise prescribed in the approved P.U.D Plan of said lot/development.</i>
------------	---	--	---

(Ordinance No. 988, 4-18-06)

4. *Incidental Signs*

- A. Incidental signs shall be placed in locations along the primary face of the building.
- B. Incidental signs may be placed on a second building face, when the building has dual frontage.
- C. The following criteria apply to Incidental Signs:

District	Design Limitations for Incidental Signs		
	Max. Size	Max. Height	Max. Number
TA	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
R-1	<u>25 sq. ft. of area each</u>	<u>45 feet above grade</u>	<u>One (1) per forty lineal feet of storefront</u>
R-2	<u>25 sq. ft. of area each</u>	<u>45 feet above grade</u>	<u>One (1) per forty lineal feet of storefront</u>
R-3	<u>25 sq. ft. of area each</u>	<u>45 feet above grade</u>	<u>One (1) per forty lineal feet of storefront</u>
R-4	<u>25 sq. ft. of area each</u>	<u>45 feet above grade</u>	<u>One (1) per forty lineal feet of storefront</u>
C-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
C-3	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
MU-CC	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-1	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
I-2	25 sq. ft. of area each	45 feet above grade	One (1) per forty lineal feet of storefront
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

5. *Directional Signs*

- A. Directional signs may be erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic for purposes other than those of the Project Directory Signs. Examples uses are arrow signs directing vehicles to a drive-thru lane or pedestrians to a building entrance.
- B. Directional signs shall contain no advertising, though may contain the business's logo.
- C. The following criteria apply to Directional Signs:

District	Design Limitations for Directional Signs		
	Max. Size	Max. Height	Max. Number
TA	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
R-1			
R-2			
R-3			
R-4			
C-1	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
C-2	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
C-3	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
MU-CC	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
I-1	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
I-2	<u>6 sq. ft. of area each</u>	<u>3 feet above grade</u>	<u>One (1) per street entrance</u>
PUD	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district	The maximum allowed within the underlying zoning district

6. *Project Directory Signs (Ordinance No. 1145, 5-17-2011)*

In order to maintain the flow of traffic on arterial and collector roads and to promote vehicular safety, emphasis is made to limit the number of ingress and egress points off of such roads. Project directory signs are intended to direct attention to planned multi-tenant developments which are not easily accessible off of such roads and where on-premise signage for that development (or any tenants within the development) would not otherwise be visible by the motorists traveling on nearby arterial or collector roads at the closest point of access. Provisions are provided to allow project directory signs

which identify the name of the particular development and/or the names of their tenants. Such signs would be supplemental to signage otherwise provided for such developments.

Supplemental and **Directional** signs may be erected under the following conditions:

- A. Access to the development is restricted. Full ingress and egress to the development off an arterial or collector road is limited by access constraints or non-existent.
- B. Such signs may be placed on or off-premises. All such signs shall be constructed and located, however, so as to be visible by the motorist traveling on the arterial or collector road which intersects with the local road providing access to the development.
- C. Setbacks for all Project Directory Signs shall be twenty (20) feet along a street designated as an arterial or collector and ten (10) feet along any street designated as a local, minor or private street.
- D. A maximum of two project directory signs per development shall be allowed. No two signs shall be allowed closer than five-hundred (500) feet to each other on the same side of the street, measured along the edge of the street.
- E. No such sign shall be allowed further than one-thousand (1,000) feet from any entity advertising on the sign using the closest straight line measurement.
- F. The minimum distance between a sign location and any residential zoning district shall be 50 feet.
- G. The sign may contain the name of the development, names of tenants within the development, directional arrows and distance information. If off-premises, sign shall identify multiple businesses or industries.
- H. The size of each sign shall be a function of the number of tenants within the development. Each eight (8) square feet per principal use within the development, whichever is greater, with a maximum area of eighty (80) square feet.
- I. All such signs shall be a ground-mounted, monument-style sign.
- J. Such signs shall be subject to the design standards of the PUD or Gateway Corridor Overlay District, if within such district.

<i>District</i>	<i>Design Limitations for Project Directory Signs</i>		
	<i>Max. Size</i>	<i>Max. Height</i>	<i>Max. Number</i>
<i>TA</i>			
<i>R-1</i>			
<i>R-2</i>			
<i>R-3</i>			
<i>R-4</i>			
<i>C-1</i>	80 square feet	10 feet	One (1) per main entrance but not more than two (2)
<i>C-2</i>	80 square feet	10 feet	One (1) per main entrance but not more than two (2)
<i>C-3</i>	80 square feet	10 feet	One (1) per main entrance but not more than two (2);
<i>MU-CC</i>	80 square feet	10 feet	One (1) per main entrance but not more than two (2);
<i>I-1</i>			
<i>I-2</i>			
<i>PUD</i>	<i>The maximum allowed within the underlying zoning district</i>	<i>The maximum allowed within the underlying zoning district</i>	<i>The maximum allowed within the underlying zoning district</i>

7.6. Other Permitted Signs

Canopy
Identification
Projecting
Real Estate
Nameplate
Temporary (see Section 7.03.02)

Window
Subdivision (Ordinance No. 873, 10-15-02)
Construction (Ordinance No. 873, 10-15-02)

Signs shall be permitted in the various districts at the listed square footage and heights according to the following schedule:

<u>Sign Type</u>	<u>Zoning District</u>	<u>TA</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>R-4</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>MU-CC</u>	<u>I-1</u>	<u>I-2</u>
<u>Identification</u>												
Max. Size (Square Ft.)	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹	2 ¹
Max. Height (Ft.)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Number Allowed per building	1	1	1	1	1	1	1	1	1	1	1	1
<u>Real Estate</u>												
Max. Size (Square Ft.)	32	6	6	6	6	32	32	32	32	32	32	32
Max. Height (Ft.)	6	4 ²	4 ²	4 ²	4 ²	6	6	6	6	6	6	6
Number Allowed per lot	2	1	1	1	1	2 ⁷						
<u>Subdivision</u>												
Max. Size (Square Ft.)	32	32	32	32	32	32	32	50	32	32	32	32
Max. Lot Coverage (Sq. Ft.)	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴	2,500 ⁴
Max. Height (Ft.)	10	10	10	10	10	10	10	15	10	10	10	10
Number Allowed per lot	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵	2 ⁵
<u>Construction</u>												
Max. Size (Square Ft.)	32	32	32	32	32	32	32	32	32	32	32	32
Max. Height (Ft.)	8	8	8	8	8	8	8	8	8	8	8	8
Number Allowed per lot	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶	4 ⁶
<u>Canopy</u>												
Max. Size	25% ²	N-	N-	N-	N-	25% ²						
Max. Height (Ft.)	NA	N-	N-	N-	N-	NA						
Number Allowed per building	1	N-	N-	N-	N-	1	1	1	1	1	1	1
<u>Window</u>												
Max. Size	25% ³	N-	N-	N-	N-	25% ³						
Max. Height (Ft.)	NA	N-	N-	N-	N-	NA						
Number Allowed per building/ storefront	2	N-	N-	N-	N-	2	2	2	2	2	2	2
<u>Projecting</u>												
Max. Size (Square Ft.)	12N-	12N-	12N-	12N-	12N-	12	12	12	12	12	12N-	12N-
Max. Height (Ft.)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Number Allowed per building	1	1	1	1	1	1	1	1	1	1	1	1
<u>Nameplate</u>												
Max. Size (Square Ft.)	2	2	2	2	2	2	N-	N-	N-	N-	N-	N-
Max. Height (Ft.)	NA	NA	NA	NA	NA	NA	N-	N-	N-	N-	N-	N-
Number Allowed per building	1	1	1	1	1	1	N-	N-	N-	N-	N-	N-

N-: not permitted

NA: Not Applicable

(Ordinance No. 873, 10-15-02) (Ordinance No. 897, 2-04-03) (Ordinance No. 951, 3-15-05)

1: Maximum letter height is equal to 12 inches

2: percentage of total Canopy area

3: percentage of total window area

4: When constructed as a landscaping element on an outlet or plat lot

5: Per Entrance

6: Maximum number equal to four (4) when every sign equals the maximum size, no maximum number when using six (6) square foot signs

7: On corner lots or lots one (1) acre or greater, otherwise one (1) per lot **(Ordinance No. 897, 2-04-03)**

Note: All signs shall have a Vertical Clearance of nine (9) feet above any sidewalk, private drive, or parking.
All signs shall have a Vertical Clearance of twelve (12) feet above any Public Street.

87. Sign type, District Permitted

A. Signs shall be permitted in the various districts according to the following schedule:

<u>Zoning District</u>	<u>TA</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>R-4</u>	<u>C-1</u>	<u>C-2</u>	<u>C-3</u>	<u>MU-CC</u>	<u>I-1</u>	<u>I-2</u>
<u>Sign Type</u>											
Building Marker	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Identification	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Temporary	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
<i>Construction</i>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Real Estate	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Incidental	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Subdivision	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Wall	<u>P+</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Canopy	<u>P+</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>PC</u>	<u>PC</u>	<u>PC</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Window	<u>P+</u>	<u>PC</u>	<u>CP</u>	<u>CP</u>	<u>CP</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Projecting	<u>P+</u>	<u>NC</u>	<u>EN</u>	<u>EN</u>	<u>EN</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Name Plate	<u>PC</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>							
Monument	<u>PC</u>	<u>EP</u>	<u>EP</u>	<u>EP</u>	<u>EP</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>	<u>P+</u>
Billboard	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>
Pole	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>	<u>N-</u>

P+: permitted N-: not permitted C: Conditional Use

(Ordinance No. 873, 10-15-02)

98. Special Signage Conditions

The following special conditions apply to stand-alone ATM's, Coffee Kiosks and other Kiosks.

A. Stand-alone ATM's may have the following:

- One (1) wall sign on each exterior wall provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
- Where a canopy is integrated into the ATM, a canopy sign may be placed on each face of the ATM, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
- Directional signage shall be contained on the ATM, painted within a drive lane or in any curbing defining a drive lane.
- All signs are subject to the required permitting process of this Ordinance.
- Said signage may be incorporated with lighting plan and backlit in order to provide for greater security on the premises.

B. Coffee Kiosks and other Kiosks may have the following:

- One (1) wall sign on each exterior wall not used for drive-up service, provided each wall sign does not exceed ten (10) percent of the applicable exterior wall and the total shall not exceed forty (40) square feet in size.
- Where a canopy is integrated into the Coffee Kiosks / Kiosks, a canopy sign may be placed on each face of the Coffee Kiosk / Kiosks, provided the overall height of the canopy and sign do not exceed twenty-four (24) inches. In addition, the overall size of all canopy signs shall not exceed forty (40) square feet.
- Directional signage shall be contained on the Coffee Kiosk /Kiosk, painted within a drive lane or in any curbing defining a drive lane
- Window signs limited to menu boards and daily specials shall not require a sign permit.
- All signs are subject to the required permitting process of this Ordinance, unless otherwise noted.

7.01.06 Permits Required

1. If a sign requiring a permit under the provision of the ordinance is to be placed, constructed, erected, or modified on a zone lot, the owner of the lot shall secure a sign permit prior to the construction, placement, erection, or modification of such a sign in accordance with the requirements of Section 7.04.01.
2. Furthermore, the property owner shall maintain in force, at all times, a sign permit for such sign in accordance with Section 7.04.09.
3. No signs shall be erected in the public right-of-way except in accordance with Section 7.03.01.
4. No sign permit of any kind shall be issued for an existing or proposed sign unless such sign is consistent with the requirements of this ordinance (including those protecting existing signs) in every respect and with the ~~Common~~ Signage Plan in effect for the property.

7.01.07 Design, Construction, Maintenance

All signs shall be designed, constructed and maintained in accordance with the following standards:

1. All signs shall comply with applicable provisions of the Uniform Building Code and the National Electrical Code.
2. Except for flags, temporary signs, and window signs conforming in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building or another structure by direct attachment to a rigid wall, frame or structure.
3. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this code, at all times.

Section 7.02 Signage Plans

7.02.01 General Provisions

1. No permit shall be issued for an individual sign requiring a permit unless and until an Individual Signage Plan ~~or~~, Master Signage Plan ~~or~~ ~~Common Signage Plan~~ for the zoned lot on which the sign will be erected has been submitted to the City and approved by the ~~Building Inspector Planning Department~~ as conforming with this section.
2. All signage plans and permits shall include the following minimum information:
 - A. Color scheme;
 - B. Lettering or graphic style;
 - C. Lighting;
 - D. Location of each sign on the buildings;
 - E. Material;
 - F. Sign proportions; and
 - G. Any other criteria required by the appropriate signage plan.

7.02.02 Master Signage Plan.

For any zoned lot on which the owner proposes to erect more than ~~one three (34)~~ signs requiring a permit, ~~unless such zone lot has been included in a Common Signage Plan~~, the owner shall submit to the ~~Building Inspector Planning Department~~ a Master Signage Plan containing the following:

1. An accurate plot plan of the zone lot, at such a scale as the ~~Planning Department Building Inspector~~ may require;
2. Location of buildings, parking lots, driveways, and landscaped areas on such zone lot;
3. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of freestanding signs allowed on the zone lot(s) included in the plan under this ordinance and
4. An accurate indication on the plot plan of the proposed location of each present and future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.

7.02.03 Individual Signage Plan

1. ~~For any zoned lot on which a Common Signage Plan or Master Signage Plan has been submitted and approved, an applicant shall submit a permit request to the City of La Vista for the installation of any individual sign.~~
2. ~~For any zoned lot and / or storefront where an individual tenant is moving into an established lease space, the new tenant or said agent for new tenant shall submit an Individual Signage Plan to the City of La Vista for review, comment and approval.~~

7.02.04 Common Signage Plan.

~~7.02.05 If the owners of two or more contiguous (disregarding intervening streets and alleys) zoned lots or the owner of a single lot with more than one (1) building (not including any accessory building) file with the Building Inspector for such zone lots a Common Signage Plan conforming with the provisions of this section.~~

7.02.067.02.03 Showing Window Signs on Common, Individual, or Master Signage Plan.

1. A ~~Common Signage Plan, Individual Signage Plan, or~~ Master Signage Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.

7.02.077.02.04 Limit Number of Free Standing Signs Under Common-Master Signage Plan.

1. The ~~Common-Master~~ Signage Plan, for all zone lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one (1) for each street on which the zone lots shall provide for shared or common usage of such signs.

7.02.08 Other Provisions of Master or Common Signage Plans.

1. ~~The Master, Individual, or Common Signage Plan may contain such other restrictions as the owners of the zone lots may reasonably determine.~~

7.02.09 Consent.

1. ~~The Master, Individual, or Common Signage Plan shall be signed by all owners or their authorized agents in such form as required by the City.~~

7.02.10 Procedures.

1. ~~A Master, Individual, or Common Signage Plan shall be included in any development plan, site plan, or other official plan required by the city for the proposed development and shall be processed simultaneously with such other plan.~~

7.02.117.02.05 Amendment.

1. A Master, ~~Individual, or Common~~ Signage Plan may be amended by filing a new Master ~~or~~ ~~Common~~ Signage Plan that conforms to all requirements of the ordinance then in effect.

7.02.127.02.06 Existing Signs Not Conforming to Common-Master Signage Plan.

1. If any new or amended ~~Common-Master~~ Signage Plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within two (2) years, all signs not conforming to the proposed amended plan or to the requirements of this ordinance in effect on the date of submission.

7.02.137.02.07 Binding Effect.

1. After approval of a Master, ~~Individual, or Common~~ Signage Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

Section 7.03 Other Signage Provisions

7.03.01 Signs in the Public Right-of-Way

No signs shall be allowed in the public right-of-way, except for the following:

1. **Permanent Signs.** Permanent signs, including:
 - A. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, advertise community events, and direct or regulate pedestrian or vehicular traffic;
 - B. Bus stop signs erected by a transit company
 - C. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and
 - D. Awning, projecting, and suspended signs projecting over a public right-of-way in conformity with the conditions of Section 1.16.

7.03.02 Temporary Signs

A permit for temporary signs shall be issued only in accordance to the Master Fee Schedule and for signs meeting the following criteria:

1. *Construction and real estate signs are exempt from a temporary sign permit provided they meet the requirements set forth hereafter and in Section 7.01.05(5) of this Ordinance.*
2. Such signs shall not be in place for more than fourteen (14) consecutive days, *except that Real Estate signs may be in place until the property sale is finalized and construction signs may be in place until that construction phase is completed;*
3. No more than four (4) temporary permits shall be issued to an individual use in a calendar year; *Construction Signs shall be located on the property being constructed. Advertisement on business trailers or vehicles are exempt from a temporary sign permit and size restriction, except that such trailers or vehicles must be removed when construction by that company on said property is completed.*
4. *Construction Signs shall be located on the property being constructed. Advertisement on business trailers or vehicles are exempt from a temporary sign permit and size restriction, except that such trailers or vehicles must be removed when construction by that company on said property is completed.*
5. Any violation of this Section may void any future requested permits; and
6. No temporary sign shall be of such size, message, or character so to harm the public, health, safety or general welfare. *Temporary signs shall not exceed thirty-two (32) square feet.*

(Ordinance No. 874, 10-15-02) (Ordinance No. 898, 2-04-03)

7.03.03 Emergency Signs (Permitted)

1. Emergency warning signs erected by a governmental agency, public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

7.03.04 Other Signs Forfeited

1. Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. In addition, to other remedies hereunder, the city shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

7.03.05 Signs Exempt from Regulation Under this Ordinance

The following signs shall be exempt from regulation under this ordinance:

Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;

Any religious symbol;

Any sign identifying a public facility or public / civic event;

Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located

Holiday lights and decorations with no commercial message;

Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meets the Manual on Uniform Traffic Control Devices standards and which contain no commercial message of any sort; and

A political sign exhibited in conjunction with the election of political candidates. Such signs may not exceed thirty-two (32) square feet in any zone. Only four (4) political signs shall be allowed per zone lot at any one time. All such political signs shall be removed no later than (10) days after the election.

(Ordinances No. 1184, 9-18-12)

7.03.06 Signs Prohibited Under These Regulations

All signs not expressly permitted in these regulations or exempt from regulation hereunder in accordance with the previous section are prohibited in the city. Such signs include, but are not limited to:

1. Beacons and flashing signs;
2. Video signs;
3. Marquee signs;
4. Portable signs, except as allowed by a Temporary Sign Permit;
5. Roof signs;
6. Pole signs

6.7. Suspended signs;

7.8. Strings of lights not permanently mounted to a rigid background, except those exempt under the previous section;

8.9. Off-premises signs, except for signs located on outdoor public or quasi-public recreational areas/facilities, provided such signs are located in a manner approved by the City (such as not facing

adjacent street right-of-way or residential zoning districts) and are no larger than 32 square feet.”
(Ordinance No. 951, 3-15-05)

- 9.10. Animated signs; and
- 10.11. Audible Signs.

Section 7.04 Permit Procedures

7.04.01 General Permit Procedures

- 1. The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the submission and review of ~~Common Signage Plans and~~ Master Signage Plans.

7.04.02 Applications

- 1. All applications for sign permits of any kind and for approval of a Master ~~or Common~~ Signage Plan shall be submitted to the City on an application form or in accordance with application specifications published by the City.

7.04.03 Fees

- 1. Each application for a sign permit or for approval of a Master ~~or Common~~ Signage Plan shall be accompanied by the applicable fees, which shall be established in the Master Fee Schedule.

7.04.04 Completeness

- 1. Upon receiving an application for a sign permit or for a ~~Common or~~ Master Signage Plan, the ~~Building Inspector~~Planning Department shall review it for completeness. If the ~~Planning Department~~ ~~Building Inspector~~ finds that it is complete, the application shall then be processed. If the ~~Planning Department~~ ~~Building Inspector~~ finds that it is incomplete, the ~~Planning Department~~ ~~Building Inspector~~ shall, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this ordinance.

7.04.05 Action

Within fourteen (14) working days of the submission of a complete application for a sign permit, the ~~Planning Department~~ ~~Building Inspector~~ shall either:

- 1. Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and applicable Master ~~or Common~~ Signage Plan; or
- 2. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance and the applicable Master ~~or Common~~ Signage Plan. In case of a rejection, the ~~Planning Department~~ ~~Building Inspector~~ shall specify in the rejection the section or sections of the ordinance or applicable plan with which the sign(s) is inconsistent.

7.04.06 Permits to Construct or Modify Signs

- 1. All signs shall be erected, installed, or created only in accordance with a duly issued and valid sign construction permit from the ~~Planning Department~~Building Inspector. Such permits shall be issued only in accordance with the following requirements and procedures.

7.04.07 Permit for New Sign or for Sign Modification

- 1. An application for construction, creation, or installation of a new sign or for modification of an existing sign shall be accompanied by detailed drawings to show the dimensions, design, structure, and location of each particular sign, to the extent that such details are not contained on a Master Signage Plan ~~or Common Signage Plan~~ then in effect for the zone lot.

7.04.08 Inspection

- 1. The ~~Planning Department~~Building Inspector shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month after the issuance of such permit or at such earlier date as the owner may request. If the construction is not substantially complete at the time of inspection, the permit shall lapse and become void. If the construction is complete and in full compliance with this ordinance and the building and electrical codes, the ~~Planning Department~~ ~~Building Inspector~~ shall affix to the premises a permanent symbol identifying the sign(s) and the applicable permit by number or other reference. If the construction is substantially complete but not in full compliance with this ordinance and applicable codes, the ~~Planning Department~~ ~~Building Inspector~~ shall give the owner or applicant notice of the deficiencies and shall allow an additional thirty (30) days from the date of inspection for the deficiencies to be

corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the construction is then complete, the Planning Department Building Inspector shall affix to the premises the permanent symbol described above.

2. The permanent symbol shall remain affixed to approved sign. If removed the approved permit may become voided and said owner may be in violation and subject to any applicable fines.

7.04.09 Sign Permits — Continuing

1. The owner of a zone lot containing signs requiring a permit under this ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual zone lots, notwithstanding the fact that a particular zone lot may be included with other zone lots in a Common Master Signage Plan.

7.04.10 Initial Sign Permit

1. An initial sign permit shall be automatically issued by the Planning Department Building Inspector covering the period from the date of inspection of the completed sign installation, construction, or modification through the last day of that calendar year.

7.04.11 Lapse of Sign Permit

1. A sign permit shall lapse automatically if the business license for the premises lapses, is revoked, or is not renewed. A sign permit shall also lapse if the business activity on the premises is discontinued for a period of one hundred eighty (180) days or more and is not renewed within thirty (30) days of a notice from the city to the last permittee, sent to the premises, that the sign permit will lapse if such activity is not renewed.

7.04.12 Assignment of Sign Permits

1. A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises, subject only to filing such application as the Planning Department Building Inspector may require and paying any applicable fee. The assignment shall be accomplished by filing and shall not require approval.

7.04.13 Sign Removal Required

1. A sign that was constructed, painted, installed, or maintained in conformance with a permit under this ordinance, but for which the permit has lapsed or not been renewed or for which the time allowed for the continuance of a nonconforming sign has expired, shall be forthwith removed, by the owner, without notice or action from the city.

7.04.14 Violations

1. Any of the following shall be a violation of these regulations and shall be subject to the enforcement remedies and penalties provided by the La Vista Zoning Ordinance, and by state law:
 - A. To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the zone lot on which the sign is located;
 - B. To install, create, erect, or maintain any sign requiring a permit without such permit;
 - C. To fail to remove any sign that is installed, created, erected, or maintained in violation of this ordinance, or for which the sign permit has lapsed.
 - D. To continue any such violation. Each day of a continued violation shall be considered a separate violation when applying the penalty portions of this ordinance.
 - E. Each sign installed, created, erected, or maintained in violation of this ordinance shall be considered a separate violation when applying the penalty portions of this ordinance.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
LA VISTA PROPERTY ASSESSED CLEAN ENERGY DISTRICT	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CHRIS SOLBERG SENIOR PLANNER

SYNOPSIS

A public hearing has been scheduled and an ordinance prepared to establish a La Vista PACE District comprised of all areas of the City and its extra-territorial zoning jurisdiction and enact related terms to enable PACE financing for commercial and industrial development projects in the City of La Vista.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Property Assessed Clean Energy (PACE) is a development tool that serves public purposes of building performance upgrades that among other things improve energy efficiency, water conservation, and renewable energy generation by providing an alternative financing method. PACE financing is repaid through annual assessments on the benefited property. The City has no financial obligation.

Chris Peterson of PACE Sage Capital delivered a presentation on the PACE financing method during the July 2, 2019 City Council meeting. Following the presentation, the City Council directed staff to prepare the necessary implementation materials to establish such a program in La Vista. A proposed ordinance and other documents are presented for this purpose.

ORDINANCE NO.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of La Vista desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the La Vista PACE District, as authorized by Nebraska Revised Statute Sections 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of La Vista and its extraterritorial jurisdiction.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA VISTA:

Section 1. Findings and Determinations. That the City Council of the City of La Vista, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to NEB. REV. STAT. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and NEB. REV. STAT. § 13-3204, the City of La Vista is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to NEB. REV. STAT. § 13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Section 2. Title and Definitions. That this Ordinance shall be known and may be cited as "The City of La Vista Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in NEB. REV. STAT. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the La Vista PACE District, created pursuant to this Ordinance, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City and its extraterritorial jurisdiction.

"District Administrator" means the Community Development Director of the City or a designated representative, or a third-party administrator selected by the City.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property, including multifamily residential property having more than four dwelling units, and industrial property located in the District.

Section 3. District Boundaries and Requirements Pursuant to NEB. REV. STAT. § 13-3204(3).

- A. The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.
- B. The boundaries of the District shall be the corporate boundaries of the City and its extraterritorial jurisdiction, as allowed pursuant to NEB. REV. STAT. § 13-3204(1).
- C. The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including NEB. REV. STAT. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.
- D. The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- E. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator as attached hereto as Exhibit "B," for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:
 - i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
 - a) Applicant name and contact information, including property owner and developer;
 - b) Project location and legal description;
 - c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;

- d) Project description;
- e) Total project cost;
- f) Description of proposed improvements;
- g) Description of energy efficiency project to be financed;
- h) Amount of requested assessment;
- i) Interest rate on the PACE assessment and any required fees;
- j) Term of assessment;
- k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
- l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
- m) Title report showing any mortgage or lien holders;
- n) Lender consent;
- o) Projected jobs created by PACE project;
- p) Project environmental benefits;
- q) Funding source;
- r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.

ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the Assistant City Administrator of the City. The appeal shall be mailed by certified mail or hand delivered to the Assistant City Administrator within fourteen days after the denial. The Assistant City Administrator will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the Assistant City Administrator will make the final decision.

iii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:

- a) Delinquent ad valorem taxes;
- b) Delinquent personal property taxes;
- c) Delinquent special assessments;
- d) Overdue or delinquent water or sewer charges;

- e) Involuntary liens, including but not limited to construction liens;
- f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
- g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.

- iii. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.
- iv. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.

F. Pursuant to NEB. REV. STAT. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.

G. The District shall establish procedures to determine the following in the future:

- i. Provisions for an adequate debt service reserve fund created under Section 13-3209, if applicable;
- ii. Provisions for an adequate loss reserve fund created under Section 13-3208, if applicable; and
- iii. Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;

Any costs shall be deducted before remitting the assessment to the third-party PACE program administrator.

H. The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.

I. Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.

J. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in NEB. REV. STAT. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.

K. In connection with providing PACE financing, the City will provide for marketing and participant education.

L. The City shall obtain, or applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

Section 4. Authorization for PACE Program. That, pursuant to NEB. REV. STAT. § 13-3204(1), the District shall be governed by the La Vista City Council.

- A. The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting a third- party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- B. The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.
- B. Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.
- C. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

Section 5. Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the City, the District, or Sarpy County shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by the law, and satisfaction of any conditions set forth in this Ordinance.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Exhibit A

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), is made and entered into this _____ day of _____, 20____ (the “Effective Date”) by and among THE CITY OF LA VISTA, a Nebraska municipal corporation, (“City”), which created **THE La Vista PACE DISTRICT**, a clean energy assessment district pursuant to Ordinance No. _____ (“LVPD”), _____, a _____ (“Lender”), and ___, a _____ (“Property Owner”), and is made a part of that certain Construction Loan Agreement dated as of the same date made by and between Lender and Property Owner, such Construction Loan Agreement hereafter referred to as the “Loan Agreement.”

W I T N E S S E T H:

WHEREAS, Property Owner is the owner of certain real property located at _____ in the City (as further described on **Exhibit A** attached hereto, the “Property”);

WHEREAS, the City has adopted Ordinance No. _____, which is incorporated herein by this reference (the “Ordinance”), by which the Municipality created a clean energy assessment district comprised of all areas within the City and its extraterritorial jurisdiction pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the “Property Assessment Clean Energy Act,” (the “Act”) and provides for repayment of financed costs through annual assessments pursuant to assessment contracts entered with property owners and third party lenders;

WHEREAS, Property Owner has obtained and recorded in the office of Register of Deeds of Sarpy County the acknowledged and verified written consent and subordination agreement required by Neb. Rev. Stat. Section 13-3205(2)(a) of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined and this Contract, and represents to the City that all applicable requirements and conditions of Neb. Rev. Stat. Section 13-3205(2) have been satisfied;

WHEREAS, Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. §13-3203(3) of the Act) at the Property, as described on **Exhibit B** attached hereto and including the information required by Neb. Rev. Stat. Section 13-3203(3)(a) (the “Project”);

WHEREAS, Lender has agreed to make a loan to Property Owner in the amount of \$ _____ (the “Loan”), the proceeds of which will be used to fund the implementation of the Project, and the repayment of which will be made from PACE special assessments levied on the Property pursuant to the Act and this Contract;

WHEREAS, City has agreed to direct the Sarpy County Treasurer to levy special assessments, collect or cause the collection of the special assessments, record such special assessments as a lien on the Property, as allowed by the Act, and remit payments on such special assessments to Lender to be applied to pay down the Loan, all as more particularly set forth herein;

WHEREAS, City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between Lender, Property Owner and City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lender, Property Owner and City agree as follows:

1. **Defined Terms.** The words and phrases as specifically defined in NEB. REV. STAT. § 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“Bi-Annual Installment” means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof and shown on **Exhibit C**, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

“County Treasurer” means the office of the Sarpy County Treasurer.

“Register of Deeds” means the office of the Register of Deeds for Sarpy County.

“Lender Parties” shall have the meaning set forth in Section 12(a) hereof.

“Liabilities” shall have the meaning set forth in Section 11(a) hereof.

“Loan” shall have the meaning set forth in the Recitals above.

“Loan Amount” means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 14 hereof and any and all other administrative fees to be paid to County Treasurer or Lender by Property Owner in connection with the Loan.

“Loan Agreement” shall have the meaning set forth in the Preamble above.

“Note” shall have the meaning given such term in the Loan Agreement.

“PACE Special Assessments” means the aggregate amount of all Bi-Annual Installments of the Loan Amount, which Bi-Annual Installments shall be levied as special assessments pursuant to Section 13-3205(7) of the Act.

“City Parties” shall have the meaning set forth in Section 11(a) hereof.

“Tax Year” means the period from January 1 through the following December 31.

2. **Payments.** The Loan Amount shall be payable in Bi-Annual Installments. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Bi-Annual Installments are based on a Loan Amount as of the date of this Contract of \$ _____. The Loan shall be fully amortized over the term of the Loan,

and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of this Contract, Lender shall supply City with the amount of the Bi-Annual Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as **Exhibit D** on or before December 31 of such year. Should Lender fail to deliver a Lender Installment Certificate on or before December 31 of any year, with a copy to the Property Owner, the Bi-Annual Installment shall be presumed to be the same as the Bi-Annual Installment for the applicable year as shown on **Exhibit C**, with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Bi-Annual Installment.

3. Consent to PACE Special Assessments.

(a) By entering into the Contract, City hereby agrees to enforce the PACE Special Assessments and impose the Bi-Annual Installments as special assessments pursuant to the Act in the manner specified in this Contract. Upon execution of this Contract, City will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through LVPD that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Bi-Annual Installments; (iii) that Property Owner shall pay the Bi-Annual Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; (iv) that Bi-Annual Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Bi-Annual Installments.

(a) During the term of this Contract, City expects to collect the Bi-Annual Installments with the assistance of the County Treasurer. The County Treasurer shall collect the Bi-Annual Installments and City, the Property Owner and the Lender agree that the County Treasurer may deduct from such Bi-Annual Installments a collection fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Special Assessments shall equal the Loan Amount and any such amount as needed to pay the County Treasurer Fee, as shown on **Exhibit C** attached and incorporated by this reference.

(c) Property Owner hereby agrees to pay the property tax bills and Bi-Annual Installments for the Property during the term of this Contract, which shall not exceed the weighted average useful life of the energy project, in a timely fashion so as to avoid any default or delinquency in such payment.

(d) If Property Owner fails to pay all or part of any Bi-Annual Installment when due, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Bi-Annual Installments shall accrue in favor of Lender as set forth in the

Note, (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Bi-Annual Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of City as a result of Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Bi-Annual Installments shall continue to be levied as special assessments notwithstanding Property Owner's failure to pay all or part of any past Bi-Annual Installment, such that the County Treasurer shall continue to levy Bi-Annual Installments, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(e) Property Owner hereby acknowledges and agrees that failure to pay any Bi-Annual Installment of the PACE Special Assessments, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of City. In addition, City shall record a PACE lien on the Property as a result of any delinquent Bi-Annual Installments of the PACE Special Assessments. Furthermore, Property Owner agrees not to seek a compromise of any delinquent Bi-Annual Installment.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Agreement, Lender agrees to disburse to Property Owner the Loan Amount.

(b) Property Owner may only prepay the Loan as set forth in the Construction Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner and City the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner. City shall certify to Property Owner and Lender any and all amounts collected by City and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that City has received any funds from Property Owner prior to Property Owner's requested date of prepayment, but has not yet remitted the same to Lender, City shall remit the same to Lender on or before the date of Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by Property Owner or City will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from City and Property Owner. Property Owner acknowledges that failure of City to remit any funds held by City on or prior to Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of Lender, which consent may be given or withheld in Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may

include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by Lender. Notwithstanding the foregoing, Property Owner shall not be deemed to have made a prepayment if Property Owner decides to pay any Bi-Annual Installment in full, as opposed to payment on an installment basis, for any given year, as applicable.

(d) Lender, pursuant to Neb. Rev. Stat. Section 13-3205(3)(b), shall verify final costs of the energy project and ensure that any amounts paid by the City toward the costs of the energy project will not exceed such final costs.

7. Collection of Bi-Annual Installments; Payments to Lender.

(a) The County Treasurer shall follow reasonable and customary practices to collect the Bi-Annual Installments once levied, including assessing penalties and charging interest.

(b) City agrees to separately account for any Bi-Annual Installment payments collected or otherwise received for the Property. City shall remit the collected Bi-Annual Installment payments to Lender in accordance with the payment schedule set forth in this Contract.

8. Other Obligations Payable from Special Charges. City will not issue or incur any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Bi-Annual Installments, except for administrative fees as provided in this Contract or as allowed by the Act.

9. City Representations regarding Loan and Loan Documents. The undersigned on behalf of City hereby represents to Lender and to Property Owner that (i) he is entering this Contract pursuant to applicable provisions of the Act and City of La Vista Ordinance No. , (ii) it is his intent and belief that this Contract is and will be the valid and legally enforceable obligation of City, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to legal challenge, including without limitation bankruptcy and other similar laws affecting creditors' rights generally, and (iii) to his knowledge this Contract and the dollar amount and all other terms and conditions set forth herein are in compliance with the provisions of the Act and the Ordinance. City shall at all times, to the extent permitted by law and from time to time authorized by the City Council of City, defend, preserve and protect the PACE Special Assessments created by this Contract.

10. Re-Levy of Special Charge. If City shall have omitted to cause the assessment or collection of any PACE Special Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then City shall take all necessary steps that are then available to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property.

11. Waiver of Claims Against City.

(a) For and in consideration of City's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from City, LVPD, or any officials, agents, employees, attorneys or representatives of City or LVPD (collectively, the "City Parties"), and fully and irrevocably releases, indemnifies, holds harmless, and shall defend the City Parties, and each of them, from and against, any and all claims, costs, expenses, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the City Parties and arising out of, accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Bi-Annual Installments, (iv) the imposition of the lien of the PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes without limitation claims, costs, expenses, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the City Parties. Notwithstanding the foregoing, Property Owner's release under this section shall not extend to Liabilities arising from City's intentional default, gross negligence or willful misconduct.

(b) This Section 11 shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

12. Waiver of Claims Against Lender.

(a) For and in consideration of Lender's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's

release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

13. Administrative Fees.

(a) Property Owner agrees to pay a one-time administration processing fee to City in the amount of _____ % of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or _____ and /100 Dollars (\$______). Such payment shall be included in the initial Bi-Annual Installment.

(b) The Bi-Annual Installments shall include a Bi-Annual administrative fee to be collected by City in the amount of \$_____ per year as of January 1st of each year. This fee shall be included, on a Bi-Annual basis, in the Bi-Annual Installments to be set forth on Schedule of Bi-Annual Installments attached hereto as **Exhibit C**.

14. Project Completion. Upon completion of the Project, Property Owner will submit to City and Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to City the excess of the amount advanced over such actual cost of the Project and City shall remit the full amount thereof to Lender.

15. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Property Owner, to:

Attn: _____

or to such other person or address as Property Owner shall furnish to Lender and LVPD in writing.

(b) If to Lender, to:

Attn: _____

(with a copy to)

Attn: _____

or to such other person or address as Lender shall furnish to Property Owner and City in writing.

(c) If to City, to:

Attn: _____

(with a copy to)

Attn: _____

or to such other person or address as City shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

16. Assignment or Sale by Lender. Property Owner and City agree that Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents). Property Owner, City and Lender acknowledge and agree that there are no limitations on the right of Lender to assign its interests in the Loan.

17. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

18. Compliance with Laws. Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

19. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

20. Amendment. This Contract may be amended only by a writing signed by Property Owner, Lender and City.

21. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

22. Transferability. Property Owner, Lender and City agree that the obligations of this Contract, including without limitation the obligation to pay annual assessments, are covenants that shall run with the land and be obligations that are binding on all future owners of the Property.

23. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Bi-Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

24. Incorporation by Reference. All recitals at the beginning of this Contract and all Exhibits referenced in this Contract shall be incorporated into this Contract by reference.

[Signature Page Follows]

Executed as of the date set forth above.

[_____]

By: _____
Name: _____
Title _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the _____, a _____, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires: _____.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ a _____ limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,
the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____
(SEAL)

My commission expires:

CITY OF LA VISTA

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the Community Development Director of the City of La Vista, a Nebraska Corporation, which created, a clean energy assessment district pursuant to City of La Vista Ordinance No. _____, and that this instrument was signed on behalf of said City by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires: _____.

La Vista PACE DISTRICT Program Manual

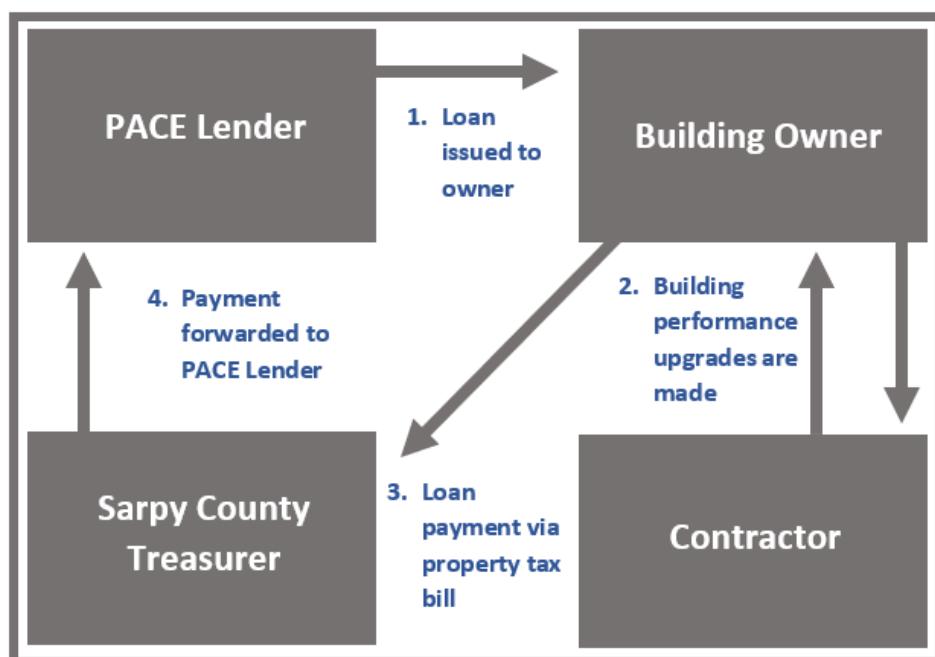
SUMMARY

Property Assessed Clean Energy, or PACE is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. City of La Vista Ordinance no. [REDACTED] passed by the La Vista City Council on [REDACTED], 2019 created the La Vista PACE District (LVPD) and provides further requirements for implementation of a PACE program in La Vista. The City Ordinance also directs the Community Development Director of the City as the District Administrator (or his/her designee) to create a program manual that describes the application process, eligibility and other relevant program guidance. This LVPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, wastewater and solid waste usage/generation in our community. The City of La Vista views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use and waste generation.

PACE Transactional Diagram



Terminology

It should be noted that references to “energy project”, “energy efficiency” or “energy savings” throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, solid waste, storm water or other eligible utility projects or equipment under the LVPD program consistent with this section.

Boundaries of the LVPD

Currently, only qualifying projects located within the La Vista city limits or its extraterritorial jurisdiction (“ETJ”) are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the LVPD upon establishment of an inter-local agreement.

Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the LVPD program only allows for commercial (including multifamily residential property comprised of more than four dwelling units) and industrial PACE projects.

Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the LVPD. The types of project improvements eligible for PACE financing within the LVPD include, but are not limited to the following:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weather-stripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems, including but not limited to, cogeneration and trigeneration systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;
- (m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent of the total cost of the energy;

- (n) Waste recycling systems and support equipment;
- (o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;
- (p) Renewable energy systems including but not limited to the following:
 - (i) Nonhazardous biomass;
 - (ii) Solar and solar thermal energy;
 - (iii) Wind energy;
 - (iv) Geothermal energy;
 - (v) Methane gas captured from a landfill or elsewhere; and
 - (vi) Photovoltaic systems;
 - (vii) Renewable energy system does not include an incinerator;
 - (viii) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

Timing and Eligibility

While applicants are encouraged to submit an application to the LVPD PACE program prior to or concurrently with the application for a building permit, the City will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy. PACE applications and instructions are available at [REDACTED] and are included in this manual as Attachment 1. Building permit applications and instructions are available at [REDACTED].

Annual Assessment and Average Weighted Useful Life

Section 13-3203 (1) of the State law requires an “agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project.” The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the Nebraska State law or other eligible improvement listed under “Eligible Project Types” (above).

Eligible Costs

Section 13-3205(1) of the State law states “the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation.”

Savings to Investment Ratio (“SIR”)

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The City’s approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations.

The applicable City official will evaluate the methodology used to determine the energy savings calculations. At this time, the City does not favor one methodology over another. However, please include in the application an explanation of the methodology used to determine the SIR. The City may prescribe a methodology at a future date.

Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the LVPD. Nebraska energy codes are presented at

http://www.neo.ne.gov/home_const/iecc/iecc_codes.htm.

Costs associated with building to these requirements are eligible under the LVPD with the exception of new construction which is required to exceed such requirements as referenced above. In both new construction and rehabilitation projects, an engineer must demonstrate that the savings generated by the energy project will exceed the cost of the energy project through the life of the PACE loan, as required by State law for loans of \$250,000 or greater.

Verification of Completed Energy Project

Section 13-3204(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the applicable City official stating the systems or improvements were properly installed and are operating as intended.

Funding Level and Fees

The LVPD fee structure is summarized in the following table:

Application Fee	Administrative Fee	Annual Fee
\$1,000.00	1% of loan not to exceed \$40,000	\$500.00

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project. The administrative fee shall be subject to a 50% reduction for a project requiring submission of Tax Increment Financing (TIF) fees.

The annual administrative fee will be collected throughout the life of the loan.

LVPD Application Instructions

The City's PACE application is included in this manual as Attachment 1 and is also located at the following web address: [\[REDACTED\]](#), along with other PACE-related resources. A link to the State law and City ordinance appear on this webpage, as well.

Your completed applications should be submitted to: cbrodersen@cityoflavista.org.

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

Project Details

Please describe the entire project, not just PACE components of the project. Please include drawings, maps, and photographs, when appropriate.

Financing Details

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine/approve the energy savings calculations for Class I applications.

Other Topics

Applying for both PACE and TIF

If the project requires both PACE and TIF funding, applicants should indicate as such on the application.

Who reviews the applications?

The District Administrator, the District Administrator's representative or a designated third party administrator will review the applications. Please direct inquiries and submit your application to: cbrodersen@cityoflavista.org, receiving applications on behalf of the District Administrator.

Who approves the applications?

The City/LVPD has established a seven (7) member PACE Review Committee appointed by the Community Development Director. The Committee makes a recommendation to the District Administrator to approve or disapprove the applications or may request additional information from the applicant. The District Administrator will approve or disapprove the application based upon recommendations of the Committee and will provide a letter to the applicant with the decision.

2 Attachments

1) LVPD Application

2) Sample Assessment Contract

City of La Vista
Community Development Director
Community Development Department
8116 Park View Blvd
La Vista, NE 68133

PACE PROJECT APPLICATION



Name of Project: _____

Property Owner Information

Legal Name of Property Owner (Applicant): _____

Contact Person: _____

Tax ID Number (FEIN or SSN): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Property Information

Address: _____ City: _____ State: _____ Zip: _____

Property Legal Description: _____

Property Type: _____ Tax Key Number (APN#): _____

Assessed Property Value: _____ Appraised Property Value: _____

Building Size: _____ Year Building Built: _____

Other PACE Projects

Does the property owner hold any other PACE loans and has the property owner previously applied for PACE? _____ Yes _____ No

If yes, please provide details:

Office Use Only

Rec'd By	Date Rec'd	Zoning at Project Site	PACE Application Fee (Due at Submission)	Administrative Fee (Due at Closing)

Approved Condition(s): _____

Disapproved Reason(s): _____

By: _____ Date: _____

Project Narrative: Briefly describe the overall project. *Submit separate sheets if necessary.*

Project Details: *Submit separate sheets if necessary*

Measure	Description /Specification of Energy/Water/Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy, water and waste savings should be over term of financing period rather than useful life, unless useful life is less than the term.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy, Water & Waste Savings	Year #1 Maintenance & Operational Savings	Over Term Energy, Water & Waste Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + Water + Waste +O&M)
#1							
#2							
#3							
#4							
#5							
#6							
Estimated total energy savings (in kBtu, kwh or therms)							
Estimated total water savings (gal.), and/or waste reduced/recycled (tons)							
On-site renewable capacity (In kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits <i>Please specify which</i>							
Name, credentials, contact info of agent determining energy & water savings data							
Total costs of improvements/measures							
Name of General Contractor firm Licensed in NE & bonded? Yes/No							
General contractor contact person Contact person phone Contact person email							
Optional: Energy Subcontractors (if any) <i>(after name, indicate if licensed and bonded)</i>							
Projected Jobs created by PACE Project and Project Environmental Benefits							

Mortgage Lien & Deed of Trust Holder Information: *Signed mortgage lien or deed of trust holder consent and subordination agreement required. (Attach additional pages if more than 1 mortgage or lien holder)*

Financial institution name	
Financial institution contact person	
Contact person phone & email	

Financing Details

PACE capital provider	
PACE consultant (if any)	
Proposed PACE term (<i>in years</i>)	
Proposed interest rate and any Fees	
Annual assessment amount	
LVPD administrative fee	
Financing closing date (est.)	

Approval Criteria

Please mark all that apply. *Note: property owner refers to the legal entity which owns the property.*

- Applicant owns the property where the project will be located.
- Proposed improvements will be affixed to the property.
- The property owner has sufficient resources to complete the project.
- There are no delinquent ad valorem taxes for this property.
- There are no delinquent personal property taxes for this property.
- There are no delinquent special assessments for this property.
- There are no overdue or delinquent water or sewer charges for this property.
- There are no involuntary liens, including but not limited to construction liens for this

property.

- There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- The property owner has not declared bankruptcy in the last 5 years.
- The property owner is solvent and has no significant pending legal action.
- There are no unresolved or pending violations or complaints of violations of the La Vista Municipal Code for this property.
- The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
- The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- All owners of the property are aware of and approve the project.
- The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
- The property owner possesses all legal authority necessary to execute all project documents.
- All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

Required Application Documents and Information

The following documents and information are needed at time of application submission to obtain approval for funding:

- Applicant name and contact information, including property owner and developer. *
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessment and any required fees.*
- Term of assessment.*
- Energy savings report indicating estimated energy savings and estimated cost savings for the energy project.*
- Whether the applicant is requesting a waiver of the estimated economic benefit requirement.
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent (*attach consent document*)
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy analysis report (attach engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).
- Funding source.*
- Assessment contract
- Completed application or attachments with required information.

* ***included on application form or as attachment.***

Submission Instructions

Submit this application and necessary documents to cbrodersen@cityoflavista.org.

Approval Process

The City will issue a decision (or request additional information) for all projects within 30 calendar days for non - time critical applications. Approval timeline does not begin until a full application is received by City. Review times can be accelerated for time critical applications.

Property Owner Signature

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature

Title

Printed name

Date

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
AMEND FISCAL YEARS 18/19 & 19/20 MUNICIPAL BUDGET FOR CHANGES TO FISCAL YEAR 19/20	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

The first reading of the Appropriations Ordinance has been prepared to adopt an amendment to the FY20 municipal budget. Only the first reading of the budget ordinance is requested at this time as the City's final assessed property valuation will not be received from the Sarpy County Assessor until August 20, 2019.

FISCAL IMPACT

The amended budget for FY20 is \$57,780,848 for all funds. The total preliminary property tax request for FY20 is for \$9,173,661 which will require a property tax levy of \$0.55 per \$100 dollars of assessed valuation.

The owner of a home valued at \$150,000 will pay \$825 in property taxes, or \$68.75 per month. The property tax levy will remain unchanged at \$0.55/\$100 of assessed valuation.

RECOMMENDATION

Approval of first reading of the Appropriations Ordinance.

BACKGROUND

The City Council held a budget workshop on July 16, 2019. The recommended budget ordinance is based on the discussion during this meeting.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1323 AND THE BIEENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020, AND SPECIFICALLY TO AMEND AMOUNTS APPROPRIATED FOR THE SECOND YEAR OF SUCH BIEENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That (i) the Mayor and City Council find and determine that there are circumstances which could not reasonably have been anticipated at the time the budget for the biennial period was adopted, and proposed revisions to the previously adopted budget statement have been presented and are hereby ratified and affirmed, and (ii) after publication of notice and conducting a public hearing in accordance with applicable requirements, the Mayor and City Council desire to approve the proposed revised budget.

Section 2. That Section 1 of Ordinance No.1323 is hereby amended to revise amounts of the current biennial budget specified for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020 as follows:

"Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements, as amended and on file with the City Clerk, is hereby approved as The Annual Appropriation Bill for the fiscal year beginning October 1, 2018, through September 30, 2019 and the fiscal year beginning October 1, 2019, through September 30, 2020, including summaries and supporting documentation. All sums of money contained in the revised budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Budget of Disbursements and Transfers FY19	Proposed Budget of Disbursements and Transfers FY20	Amount to be Raised by Property Tax Levy FY19	Amount to be Raised by Property Tax Levy FY20
General Fund	18,928,426.00	20,253,223.00	7,556,495.00	8,172,898.00
Sewer Fund	5,304,388.00	4,516,571.00	0.00	0.00
Sewer Reserve	0.00	0.00	0.00	0.00
Debt Service Fund	7,309,568.00	4,408,685.00	925,285.00	1,000,763.00
Capital Fund	9,072,012.00	9,266,912.00	0.00	0.00
Lottery Fund	1,320,819.00	1,532,398.00	0.00	0.00
Economic Development	3,134,559.00	3,137,466.00	0.00	0.00
Off-Street Parking	7,989,957.00	2,091,698.00	0.00	0.00
Redevelopment Fund	13,703,801.00	11,933,687.00	0.00	0.00
TIF – City Centre Phase 1	0.00	541,612	0.00	0.00
Qualified Sinking Fund	0.00	0.00	0.00	0.00
Police Academy Fund	95,104.00	98,596.00	0.00	0.00
Total All Funds	66,858,634.00	57,780,848.00	8,481,780.00	9,173,661.00

Section 3. Section 1 of Ordinance No. 1289, and any other ordinance or resolution of the City, or part of any such ordinance or resolution of the City, as previously enacted that is inconsistent or in conflict with this Ordinance is hereby repealed to the extent of the conflict or inconsistency.

Section 4. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA

FY20 Budget Amendment

ALL FUNDS SUMMARY

	FY19 Adopted	FY20 Adopted	FY20 Proposed
Revenues			
Property Tax	9,043,279	9,076,984	9,768,865
Sales Tax	10,393,921	11,274,970	9,383,327
Payments in Lieu of Taxes	373,100	380,147	382,428
State Revenue	1,868,498	1,958,268	1,958,268
Occupation and Franchise Taxes	1,382,000	1,683,900	913,385
Hotel Occupation Tax	1,007,475	1,017,550	1,017,550
Licenses and Permits	460,250	440,250	440,250
Interest Income	153,952	160,720	160,720
Recreation Fees	170,710	172,710	172,710
Special Services	19,500	19,500	19,500
Grant Income	163,185	150,575	150,575
Restaurant Tax	0	0	700,000
Miscellaneous	1,560,186	838,208	749,927
Bond Proceeds	32,903,611	8,460,000	18,000,000
Sewer Charges	4,522,900	4,905,890	4,406,033
Special Assessments - Principal	50,000	50,000	50,000
Special Assessments - Interest	25,000	25,000	25,000
Community Betterment	850,000	850,000	850,000
Taxes - Form 51	340,000	340,000	340,000
Police Academy	80,000	84,000	100,000
Tax Increment Financing	0	541,612	541,612
Parking Garage Fees	0	0	115,000
Total Revenue	65,367,567	42,430,284	50,245,150
Expenditures			
Salary & Benefits	11,675,130	12,116,878	12,116,878
Commodities	583,470	580,014	580,014
Contractual Services	8,813,128	8,793,866	8,989,066
Maintenance	844,871	799,414	799,414
Other Charges	4,146,459	763,704	3,839,204
Debt Service	6,722,971	8,973,911	5,868,608
Capital Improvement	26,739,514	15,828,231	20,566,912
Total Expenditures	59,525,543	47,856,018	52,760,096

CITY OF LA VISTA

FY20 Budget Amendment

ALL FUNDS SUMMARY

	FY19 Adopted	FY20 Adopted	FY20 Proposed
Total Capital Items	1,114,055	784,636	784,636
Total Expenditures & Capital	60,639,598	48,640,654	53,544,732
Other Financing Sources (Uses)			
Transfers In	6,054,294	5,123,185	4,236,116
Transfers Out	(6,054,294)	(5,123,185)	(4,236,116)
Total Other Uses of Funds (SID Trf)	0	0	0
Prior Year Fund Balance	31,141,155	21,412,070	21,412,070
Net Change	4,727,969	(6,210,370)	(3,299,582)
Ending Fund Balance	35,869,124	15,201,700	18,112,488

CITY OF LA VISTA**FY20 Budget Amendment*****OPERATING EXPENDITURE SUMMARY BY DEPARTMENT***

	FY19 Adopted	FY20 Adopted	FY20 Proposed
General Fund Operating Expenditures			
Administrative Services	529,503	555,523	555,523
Mayor and Council	242,643	258,001	258,001
Adv. Boards and Commissions	10,338	10,544	10,544
Building Maintenance	682,385	666,644	666,644
Administration	768,999	814,815	814,815
Police	5,304,912	5,383,050	5,403,050
Animal Control	56,822	58,775	58,775
Fire	1,975,871	2,072,326	2,072,326
Community Development	718,268	687,211	687,211
Street Admin.	390,701	445,393	445,393
Streets Operating	2,302,236	2,522,062	2,522,062
Parks	1,147,210	1,180,306	1,180,306
Recreation	744,146	762,557	762,557
Sports Complex	392,356	413,496	413,496
Library	904,397	908,468	908,468
Information Technology	268,300	289,745	289,745
Swimming Pool	133,168	135,826	135,826
Human Resources	1,010,268	1,023,722	1,023,722
Public Transportation	6,181	6,243	6,243
Senior Bus	100,091	119,142	119,142
Finance	467,027	489,213	489,213
Total General Fund	18,155,822	18,803,062	18,823,062
Sewer Fund Operating Expenditures			
Operating Expenditures	3,924,263	3,683,401	3,683,401
Storm Water Management	54,000	54,540	54,540
Total Sewer Fund	3,978,263	3,737,941	3,737,941
Police Academy Operating Expenditures			
Police Academy	95,104	98,596	98,596
Total Police Academy Fund	95,104	98,596	98,596

CITY OF LA VISTA**FY20 Budget Amendment****GENERAL FUND SUMMARY**

	FY19 Adopted	FY20 Adopted	FY20 Proposed
Revenues			
Property Tax	8,102,903	8,138,063	8,754,466
Sales Tax	5,196,961	5,637,486	4,691,663
Payments in Lieu of Taxes	281,875	288,922	288,922
State Revenue	1,868,498	1,958,268	1,958,268
Occupation and Franchise Taxes	882,000	883,900	883,900
Hotel Occupation Tax	1,007,475	1,017,550	1,017,550
Licenses and Permits	460,250	440,250	440,250
Interest Income	30,992	28,708	28,708
Recreation Fees	170,710	172,710	172,710
Special Services	19,500	19,500	19,500
Grant Income	163,185	150,575	150,575
Restaurant Tax	0	0	700,000
Miscellaneous	250,942	329,213	243,213
Total Revenue	18,435,291	19,065,145	19,349,725
Expenditures			
Salary & Benefits	10,980,078	11,455,487	11,455,487
Commodities	527,652	519,914	519,914
Contractual Services	4,832,464	5,073,647	5,093,647
Maintenance	755,869	699,126	699,126
Other Charges	317,612	304,081	304,081
Total Expenditures	17,413,675	18,052,255	18,072,255
Total Capital Items	742,147	750,807	750,807
Total Expenditures & Capital	18,155,822	18,803,062	18,823,062

CITY OF LA VISTA

FY20 Budget Amendment

GENERAL FUND SUMMARY

	FY19 Adopted	FY20 Adopted	FY20 Proposed
Other Financing Sources (Uses)			
OSP Transfer	(68,000)	(94,900)	(844,408)
DSF Transfer	(634,604)	(698,850)	(185,753)
Police Academy Transfers	(20,000)	(21,000)	0
Lottery Transfer	96,902	100,293	100,293
Qualified Sinking Fund Transfer	(50,000)	0	(400,000)
Total Other Uses of Funds	(675,702)	(714,457)	(1,329,868)
Prior Year Fund Balance	5,837,195	5,681,860	5,681,860
Net Change	(396,233)	(452,374)	(803,205)
Ending Fund Balance	5,440,962	5,229,486	4,878,655
Operating Reserve %	31%	29%	27%

CITY OF LA VISTA FY20 Budget Amendment
SEWER FUND SUMMARY

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Sewer Service Charges	70,173	11,000	25,095
Sewer User Fees	4,352,612	4,794,872	4,277,805
Sales Tax Collection Fee	115	18	18
Sewer Hookup Fee	100,000	100,000	103,115
Interest Income	6,009	4,059	4,059
Bond Proceeds	-	-	-
Total Revenue	4,528,909	4,909,949	4,410,092
EXPENDITURES			
Salary & Benefits	618,649	581,719	581,719
Commodities	39,046	39,200	39,200
Contractual Services	2,869,232	3,002,971	3,002,971
Maintenance	68,201	68,884	68,884
Other Charges	11,227	11,338	11,338
Debt Service	-	-	-
Capital Improvement Program	125,000	-	50,000
Total Expenditures	3,731,355	3,704,112	3,754,112
Total Capital Items	371,908	33,829	33,829
Total Expenditures & Capital	4,103,263	3,737,941	3,787,941
Other Financing Sources (Uses)			
Lottery Transfer	3,000	3,000	3,000
Sewer Reserve Transfer	(1,201,125)	(1,172,665)	(728,630)
Total Other Uses of Funds	(1,198,125)	(1,169,665)	(725,630)
Prior Year Fund Balance	1,764,804	1,050,464	1,050,464
Net Change	(772,479)	2,343	(103,479)
Ending Fund Balance	992,325	1,052,807	946,985
Operating Reserve %	24%	28%	25%
Sewer Reserve Fund Balance	1,204,128	1,204,128	1,944,692

CITY OF LA VISTA**FY20 Budget Amendment****DEBT SERVICE FUND SUMMARY**

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Property Tax	940,376	938,921	1,014,399
Sales Tax	2,598,480	2,818,742	2,345,832
Special Assessments - Principal	50,000	50,000	50,000
Special Assessments - Interest	25,000	25,000	25,000
Bond Proceeds	0	0	0
Interest Income	18,586	11,937	11,937
Other	600,469	600,220	600,220
Total Revenue	4,232,911	4,444,820	4,047,388
EXPENDITURES			
Operating - Other			
Debt Service - Bond Principal	3,180,000	2,967,500	2,605,000
Debt Service - Bond Interest	665,080	731,757	414,237
County Treasurer Fees	9,094	9,059	9,059
Debt Payment - PFD	122,513	121,611	121,611
Financial/Legal Fees	153,775	3,775	3,775
Total Expenditures	4,130,462	3,833,702	3,153,682
Other Financing Sources (Uses)			
Lottery Transfer	0	29,029	29,029
Transfer from SID	0	0	0
Transfer from General Fund (Hwy A)	634,604	698,850	185,753
Trf from CIP	90,000	0	0
Transfer to CIP	(2,324,012)	(702,500)	(702,500)
Transfer to OSP	(655,094)	(713,538)	(552,503)
Transfer to EDP	(200,000)	(200,000)	0
Total Other Sources/Uses of Funds	(2,454,502)	(888,159)	(1,040,221)
Prior Year Fund Balance	5,603,166	2,510,706	2,510,706
Net Change	(2,352,053)	(277,041)	(146,515)
Ending Fund Balance	3,251,113	2,233,665	2,364,191
Debt Service Coverage Ratio	0.95	1.07	1.01

CITY OF LA VISTA**FY20 Budget Amendment****CAPITAL FUND SUMMARY**

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
MISC. REVENUE/MISC. BILLING AR	800,000	0	0
INTEREST INCOME & GAIN/LOSS	11,366	22,411	22,411
BOND PROCEEDS	10,270,000	2,500,000	8,500,000
Total Revenue	11,081,366	2,522,411	8,522,411
EXPENDITURES - Capital Improvement Program			
Streets	8,228,512	2,800,000	8,143,912
Parks	457,500	452,500	460,000
Sports Complex	0	138,000	138,000
Administration	100,000	150,000	150,000
Public Buildings	196,000	252,000	375,000
Total Expenditures	8,982,012	3,792,500	9,266,912
Other Financing Sources (Uses)			
Transfer to DSF	(90,000)	0	0
Transfer from DSF	2,324,012	702,500	702,500
Transfer from Lottery Fund	246,000	440,000	440,000
Total Other Sources/Uses of Funds	2,480,012	1,142,500	1,142,500
Prior Year Fund Balance	(553,954)	32,783	32,783
Net Change	4,579,366	(127,589)	397,999
Ending Fund Balance	4,025,412	(94,806)	430,782

CITY OF LA VISTA**FY20 Budget Amendment****LOTTERY FUND SUMMARY**

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Community Betterment	850,000	850,000	850,000
Interest Income	16,691	16,420	16,420
Taxes - Form 51	340,000	340,000	340,000
Total Revenue	1,206,691	1,206,420	1,206,420
EXPENDITURES - Contractual Services			
Professional Services	251,068	184,159	184,159
Events Marketing	31,668	29,734	29,734
Concerts & Movie Nights	13,721	11,145	11,145
Recreation Events	4,507	4,642	4,642
Community Events	43,723	63,560	63,560
Salute to Summer	30,743	31,746	31,746
Other Contractual Services	34,745	35,090	35,090
Other Charges (Taxes)	350,000	350,000	350,000
Total Expenditures	760,175	710,076	710,076
Other Financing Sources (Uses)			
General Fund Transfer	(96,902)	(100,293)	(100,293)
Sewer Fund Transfer	(3,000)	(32,029)	(32,029)
CIP Transfer	(246,000)	(440,000)	(440,000)
RDF Transfer	0	0	(200,000)
QSF Transfer	(50,000)	(50,000)	(50,000)
Total Other Uses of Funds	(395,902)	(622,322)	(822,322)
Prior Year Fund Balance	3,182,599	3,226,382	3,226,382
Net Change	50,614	(125,978)	(325,978)
Ending Fund Balance	3,233,213	3,100,404	2,900,404

CITY OF LA VISTA**FY20 Budget Amendment****ECONOMIC DEVELOPMENT FUND SUMMARY**

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Bond Proceeds	3,000,000	0	3,000,000
Interest Income	718	517	517
Total Revenue	3,000,718	517	3,000,517
EXPENDITURES			
Debt Service - Bond Principal	0	230,000	0
Debt Service - Bond Interest	59,559	115,897	62,466
Grants	3,000,000	0	3,000,000
Financial Fees	75,000	0	75,000
Total Expenditures	3,134,559	345,897	3,137,466
Other Financing Sources (Uses)			
Debt Service Fund Transfer - Sales Tax	200,000	200,000	0
Total Other Uses of Funds	200,000	200,000	0
Prior Year Fund Balance	6,933	206,968	206,968
Net Change	66,159	(145,380)	(136,949)
Ending Fund Balance	73,092	61,588	70,019

CITY OF LA VISTA

FY20 Budget Amendment

OFF-STREET PARKING FUND SUMMARY

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Interest Income	464	771	771
Bond Proceeds	2,503,611	5,960,000	0
Parking Garage Fees	0	0	115,000
Total Revenue	2,504,075	5,960,771	115,771
EXPENDITURES			
Commodities	13,272	17,365	17,365
Contractual Services	32,918	45,318	220,518
Maintenance	20,801	31,404	31,404
Debt Service - Bond Principal	670,000	950,000	685,000
Debt Service - Bond Interest	249,901	584,946	210,911
Land/Construction	6,852,315	6,000,000	850,000
Financial Fees	150,750	76,000	76,500
Total Expenditures	7,989,957	7,705,033	2,091,698
Other Financing Sources (Uses)			
Transfer In - General Fund	68,000	94,900	500,000
Transfer In - General Fund DS	0	0	344,408
Transfer In - Debt Service Fund	655,094	713,538	552,503
Transfer In - Redevelopment Fund	415,557	897,408	0
Total Other Uses of Funds	1,138,651	1,705,846	1,396,911
Prior Year Fund Balance	4,944,239	611,205	611,205
Net Change - Operations	(4,347,231)	(38,416)	(579,016)
Ending Fund Balance	597,008	572,789	32,189

CITY OF LA VISTA

FY20 Budget Amendment

REDEVELOPMENT FUND SUMMARY

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Sales Tax	2,598,480	2,818,742	2,345,832
GBOT - Retail Sales	500,000	800,000	29,485
Bond Proceeds	17,130,000	0	6,500,000
Interest Income	65,818	66,252	66,252
Total Revenue	20,294,298	3,684,994	8,941,569
EXPENDITURES			
Contract - Professional Services	656,639	300,000	300,000
Other:			
Debt Service - Bond Principal	775,000	1,190,000	505,000
Debt Service - Bond Interest	1,000,918	1,546,004	728,187
Land/Construction	10,780,187	6,035,731	10,400,000
Financial/Legal Fees	75,500	500	500
Total Expenditures	13,288,244	9,072,235	11,933,687
Other Financing Sources (Uses)			
Transfer from Lottery	0	0	200,000
Transfer to OSP	(415,557)	(897,408)	0
Total Other Uses of Funds	(415,557)	(897,408)	200,000
Prior Year Fund Balance	10,337,128	6,781,760	6,781,760
Net Change	6,590,497	(6,284,649)	(2,792,118)
Ending Fund Balance	16,927,625	497,111	3,989,642

CITY OF LA VISTA**FY20 Budget Amendment****POLICE ACADEMY FUND**

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Police Academy Revenue	80,000	84,000	100,000
Interest Income	55	83	83
Total Revenue	80,055	84,083	100,083
EXPENDITURES			
Personnel Services	76,404	79,672	79,672
Commodities	3,500	3,535	3,535
Contractual Services	11,700	11,854	11,854
Maintenance	0	0	0
Other Charges	3,500	3,535	3,535
Total Expenditures	95,104	98,596	98,596
Other Financing Sources (Uses)			
General Fund Transfer	20,000	21,000	0
Total Other Uses of Funds	20,000	21,000	0
Prior Year Fund Balance	19,045	24,873	24,873
Net Change	4,951	6,487	1,487
Ending Fund Balance	23,996	31,360	26,360
Operating Reserve %	25%	32%	27%

CITY OF LA VISTA**FY20 Budget Amendment*****TIF CITY CENTRE PHASE 1A***

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
TIF Revenue	0	541,612	541,612
Total Revenue	0	541,612	541,612
EXPENDITURES - Other			
Debt Service	0	536,196	536,196
Other Charges	0	5,416	5,416
Total Expenditures	0	541,612	541,612
Other Financing Sources (Uses)			
Transfer	0	0	0
Total Other Uses of Funds	0	0	0
Prior Year Fund Balance	0	(3,420)	(3,420)
Net Change	0	0	0
Ending Fund Balance	0	(3,420)	(3,420)

CITY OF LA VISTA**FY20 Budget Amendment*****TIF CITY CENTRE PHASE 1B***

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
TIF Revenue	0	0	0
Interest Income	0	0	0
Total Revenue	0	0	0
EXPENDITURES - Other			
Debt Service	0	0	0
Other Charges	0	0	0
Total Expenditures	0	0	0
Other Financing Sources (Uses)			
Transfer	0	0	0
Total Other Uses of Funds	0	0	0
Prior Year Fund Balance	0	(19,136)	(19,136)
Net Change	0	0	0
Ending Fund Balance	0	(19,136)	(19,136)

CITY OF LA VISTA**FY20 Budget Amendment*****SEWER RESERVE FUND***

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Interest Income	3,003	8,937	8,937
Total Revenue	3,003	8,937	8,937
EXPENDITURES			
Other Charges	0	0	0
Total Expenditures	0	0	0
Other Financing Sources (Uses)			
Transfer In	1,201,125	1,172,665	728,630
Transfer Out	0	0	0
Total Other Uses of Funds	1,201,125	1,172,665	728,630
Prior Year Fund Balance	0	1,207,125	1,207,125
Net Change	1,204,128	1,181,602	737,567
Ending Fund Balance	1,204,128	2,388,727	1,944,692

CITY OF LA VISTA**FY20 Budget Amendment*****QUALIFIED SINKING FUND***

	FY19 Adopted	FY20 Adopted	FY20 Proposed
REVENUES			
Interest Income	250	625	625
Total Revenue	250	625	625
EXPENDITURES			
Other Charges	0	0	0
Total Expenditures	0	0	0
Other Financing Sources (Uses)			
Transfer from General Fund	50,000	0	400,000
Transfer from Lottery Fund	50,000	50,000	50,000
Transfer to General Fund	0	0	0
Total Other Uses of Funds	100,000	50,000	450,000
Prior Year Fund Balance	0	100,500	100,500
Net Change	100,250	50,625	450,625
Ending Fund Balance	100,250	151,125	551,125

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
AMENDMENT TO THE SARPY COUNTY SWAT AND CRISIS NEGOTIATION TEAM INTERLOCAL COOPERATION AGREEMENT	◆ ORDINANCE ◆ RESOLUTION RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Amendment to the Sarpy County SWAT and Crisis Negotiation Team Interlocal Cooperation Agreement adding the City of Bellevue to the Team.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

The Cities of La Vista and Papillion along with Sarpy County, approved an Interlocal Cooperation Agreement on or about April 2, 2019, creating the Sarpy County SWAT and Crisis Negotiation Team.

At the time of the Agreement, the City of Bellevue had not made a decision on participation in the new Interlocal Agreement. On July 16, 2019, the City of Bellevue approved an Amendment to the Interlocal Cooperation Agreement adding Bellevue to the team.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT ADDING THE CITY OF BELLEVUE TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LA VISTA, THE CITY OF PAPILLION, AND SARPY COUNTY, NEBRASKA, FOR PARTICIPATION ON THE SARPY COUNTY SPECIAL WEAPONS AND TACTICS TEAM AND CRISIS NEGOTIATION UNIT.

WHEREAS, it has long been recognized that mutual aid between law enforcement agencies sharing similar demands is highly desirable; and

WHEREAS, the responses to critical incidents require the specialized attention of a team trained to be effective in highly volatile situations; and

WHEREAS, the police departments also recognize that delivery of these services can be done most cost-effectively and with enhanced flexibility when forces are combined and said agreement is in the best interest of the citizens of La Vista; and

WHEREAS, Sarpy County and the cities of Papillion and La Vista ("Current Participants") entered an Interlocal Agreement for participation on the Sarpy County Special Weapons and Tactics Team and Crisis Negotiation Unit dated on or about April 2, 2019, attached hereto as Exhibit "A" ("Interlocal Cooperation Agreement"); and

WHEREAS, the City of Bellevue ("Bellevue") executed a First Amendment to Interlocal Agreement on July 16, 2019, attached as Exhibit B, for Bellevue to become a party to the Interlocal Cooperation Agreement effective August 1, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute the First Amendment to Interlocal Agreement presented with this resolution to amend and add Bellevue as a party to the Interlocal Cooperation Agreement between the City of Papillion, the City of La Vista and Sarpy County, Nebraska, for participation on the Sarpy County Special Weapons and Tactics Team and Crisis Negotiation Unit.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2019.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment is made and entered into by and between Sarpy County, Nebraska (hereinafter “County”), the City of Bellevue, located in Sarpy County, Nebraska (hereinafter “Bellevue”), the City of Papillion, located in Sarpy County, Nebraska (hereinafter “Papillion”), and the City of La Vista, located in Sarpy County, Nebraska (hereinafter “La Vista”) and referred to collectively as the Parties, pursuant to the authority granted to the parties under Nebraska Revised Statute 13-801, *et seq.*

WHEREAS, pursuant to the Interlocal Cooperation Act, Nebraska Revised Statute 13-801 *et seq.*, the County, La Vista, and Papillion entered into an Interlocal Cooperation Agreement for Sarpy County Special Weapons and Tactics Team and Crisis Negotiation Unit (hereinafter “April 2, 2019 Interlocal Agreement”) on or about April 2, 2019.

WHEREAS, the County, La Vista, and Papillion desire to amend the April 2, 2019 Interlocal Agreement by this First Amendment to add Bellevue as a party to the April 2, 2019 Interlocal Agreement, and by executing this First Amendment, Bellevue desires to become a party to the April 2, 2019 Interlocal Agreement.

It is mutually agreed between the parties that the following terms and conditions of the April 2, 2019 Interlocal Agreement are hereby amended to read as follows:

IV. Executive Board.

- A. The Executive Board (“Board”) consists of the Sarpy County Sheriff, La Vista Chief of Police, Papillion Chief of Police, and **Bellevue Chief of Police**, (or their designees).

IX. Terms of Agreement. This Agreement shall be effective for an initial term of three years beginning on April 1, 2019, and ending March 31, 2022; provided, however, Bellevue’s participation in the Agreement shall commence beginning August 1, 2019. At the end of the initial term, this Agreement shall automatically renew for additional two-year terms (“Renewal Term”), unless otherwise terminated at any time by mutual written agreement of all the Parties.

XXIV. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY

County Sheriff
Sarpy County Sheriff’s Office
8335 Plattview Road
Papillion, NE 68046

CITY OF LA VISTA

Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

CITY OF PAPILLION

Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

CITY OF BELLEVUE

Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, Nebraska 68105
(402) 293-3105

Bellevue, by executing this First Amendment, shall become a party to, participate in, and be bound by, the April 2, 2019 Interlocal Agreement, as amended by this First Amendment.

The recitals above and April 2, 2019 Interlocal Agreement shall be incorporated into this First Amendment by reference.

Except as modified by this First Amendment, all other terms and conditions of the April 2, 2019 Interlocal Agreement shall remain in full force and effect and be binding on all Parties.

SARPY COUNTY SHERIFF'S OFFICE:

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chairman

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Chief Deputy Sarpy County Attorney

PAPILLION POLICE DEPARTMENT:

CITY OF PAPILLION, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

By: _____
David P. Black, Mayor

Date: _____

Attest:

Nicole Brown, City Clerk

LA VISTA POLICE DEPARTMENT:

CITY OF LA VISTA, NEBRASKA

A municipal corporation and Nebraska Political
Subdivision

By: _____
Douglas Kindig, Mayor

Date: _____

Attest:

Pamela A. Buethe, City Clerk

BELLEVUE POLICE DEPARTMENT:

CITY OF BELLEVUE, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

By: _____
Rusty Hike, Mayor

Date: _____

Attest:

Susan Kluthe, City Clerk

**INTERLOCAL COOPERATION AGREEMENT FOR
SARPY COUNTY SPECIAL WEAPONS AND TACTICS TEAM AND CRISIS
NEGOTIATION UNIT**

THIS AGREEMENT is entered into as of this 2nd day of April, 2019, by and between the undersigned parties (hereafter individually "Party" and collectively "Parties").

RECITALS

WHEREAS, the Parties and their representative law enforcement agencies:

1. Wish to provide for law enforcement personnel backup and other such assistance as any of the parties may require in time of emergency or other time of need;
2. Have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for law enforcement responses, often to high-risk/critical incidents which require the specialized attention of a team trained specifically to be effective in highly volatile situations;
3. Expressed a desire to respond more swiftly to critical law enforcement incidents, with enhanced local control and a more consistent response, and with a combined larger group of officers than any one of the agencies could provide alone;
4. Recognize that law enforcement incidents of a serious criminal nature require the need for a specially trained and equipped team and that responses to these incidents are better served and more economical when the resources are combined to form a multi-jurisdictional special weapons and tactics/crisis negotiation team; and
5. Desire to form the Sarpy County Special Weapons and Tactics ("SWAT") Team and Crisis Negotiation Unit ("CNU") (collectively, the "SWAT and CNU Team" or "Team"), which Team shall work in conjunction with and provide support to the Sarpy County Tactical Medic (STACMED) TEAM ("STACMED Team").

WHEREAS, by separate Resolution, the Parties have created the Sarpy County STACMED Team pursuant to an Interlocal Cooperation Agreement, and the Parties desire that hereinafter the Sarpy County STACMED Team and the SWAT and CNU Team shall work together in providing law enforcement and tactical emergency medical services to the Agencies, as set forth in this Agreement and the Sarpy County STACMED Interlocal Cooperation Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. Purpose. The Parties shall hereby form the Sarpy County SWAT Team and CNU (collectively "Team"). The purpose of this Agreement is to define the roles and responsibilities of the Parties when providing mutual aid and assistance through the activation of the Team in responding to critical law enforcement incidents.
- II. Definitions: As used herein the following terms shall have the following meanings:

- A. “Agency(ies)” or “Cooperating Agency(ies)” shall mean the police/sheriff department(s) of the Parties which are signatories hereto.
- B. “Executive Board (“Board”)” shall mean the board comprised of the Agency heads or their designated representatives, who shall be responsible for administering this cooperative undertaking as provided in Paragraph IV.
- C. “Team” shall mean all duly sworn paid law enforcement officers in the employment of any Agency that have been assigned by their employing Agency head to participate in the SWAT and/or CNU in accordance with the policies and procedures as adopted by the Board and Agencies.

III. Authority:

- A. The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party and Agency, as well as Neb. Rev. Stat. §§ 13-801 to 13-827 (the “Nebraska Interlocal Cooperation Act”), Neb. Rev. Stat. § 29-215, and Neb. Rev. Stat. § 81-1401 *et seq.*
- B. This Agreement is not intended nor shall it be construed to in any way limit the power and authority granted by Neb. Rev. Stat. § 29-215. To that end, each Agency may individually impose on its own officers such conditions or limitations regarding their exercise of statutory law enforcement powers as such Agency may choose and so long as not inconsistent with the terms hereof.

IV. Executive Board.

- A. The Executive Board (“Board”) consists of the Sarpy County Sheriff, La Vista Chief of Police, and Papillion Chief of Police, (or their designees).
- B. The Board is responsible for:
 - 1. Meeting at least twice per year;
 - 2. Assigning leadership positions to Team members;
 - 3. Approving expenditures from the Team budget;
 - 4. Selecting Team members and any leadership positions for the Team;
 - 5. Establishing policies and procedures for the operation of the Board, which shall include, but are not limited to:
 - a. Chain of command and control over critical incident responses;
 - b. Process for activation of the Team in response to critical incidents;
 - c. Process for search warrants and investigations;
 - d. Expectations for a Team member’s conduct in the operation of law enforcement vehicles, use of lethal force, and use of deadly force;
 - e. Qualifications for Team members, including but not limited to, physical agility and tactical firearms qualifications; and
 - f. Any other topics deemed appropriate by the Board.
 - 6. Performing any other functions necessary for the executive oversight, administration, and supervision of the Team.
- C. Each member of the Board has an equal vote in all decisions of the Board.
- D. Unless otherwise specified herein, decisions of the Board shall be made by majority vote.

V. Cost Sharing/Budget and Finance:

- A. Sarpy County shall be responsible for general financial administration of the Team, and thus will coordinate budgetary expenditure matters with all Agencies.
- B. Sarpy County will provide each Agency with a semiannual report on all receipts and disbursements.
- C. All costs associated with the initial purchase, repair, or replacement of a Team member's equipment and clothing shall be the responsibility of the Team member's Agency. This equipment and clothing shall remain the property of the Team member's Agency.
- D. Cost of training for individual Team members will be the responsibility of the Team member's Agency.
- E. Team members are considered employed by his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the Agency that employs the Team member. Thus, personnel costs and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing Agency.
- F. Each Agency shall contribute funding for making combined purchases necessary for operations of the Team. The amount of annual funding to be contributed by each Agency shall be determined by the unanimous vote of the Board as part of the budget process as outlined in the policies and procedures adopted by the Board and Agencies.
- G. Any remaining funds in the Team budget at the end of the fiscal year will be held in the account for future purchases.
- H. By March 1 of each year, the Team Commander will submit a proposed budget request to the Board. Said requests shall itemize requested purchases for the following budget cycle. The process for approval or denial of the request shall be identified in the policies and procedures adopted by the Board and Agencies.
- I. If an emergency expense arises outside of the customary budgetary process, the Board may approve said expense.

VI. SWAT and CNU Team Operations:

- A. Requests for Activation. Requests for activation of the SWAT and/or CNU Team may be made by the Police Chief, Sheriff, or designated representative thereof of the Agency requesting assistance. In situations posing an immediate threat to the life and safety of an officer or other individual, any officer may make the request.
- B. Authority to Arrest and Detain: Subject to the limitations herein, a Team member responding to an incident outside of his or her Agency's jurisdiction shall have full law enforcement authority, including the authority to arrest and detain, in the following circumstances:
 1. The commission of a felony witnessed by the Team member; or
 2. The Team member is a witness to a criminal act or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Team member or any other person or persons:
 - a. While engaged in or providing services under this Agreement.
 - b. While cooperating in investigative activity or other cooperative law enforcement activity authorized by this Agreement.
- C. Internal Affairs Investigations/Disciplinary Actions. Internal Affairs Investigations and disciplinary action arising out of a Team member's conduct, omissions, actions,

etc. while serving on the Team shall be handled by Team member's Agency. Notification or initiation of an investigation will follow the employing Agency's policies.

D. Declining/Delaying/Terminating Response. The Agencies acknowledge that the purpose of this Agreement is to provide mutual aid and assistance in response to critical law enforcement incidents. However, a Police Chief, Sheriff, or designated representative thereof, may decline to respond, may be delayed in responding, or may terminate its response, to an Agency's request for mutual aid and assistance. Notification of said declination, delay, or termination must be made pursuant to the policies and procedures adopted by the Board and Agencies.

VII. Policies and Procedures. The Board is responsible for establishing policies and procedures for the operation of the Team (see Section IV(B)(5)). These policies and procedures may be amended from time to time by approval of the Board. Each Agency shall adopt identical policies and procedures for its Team members.

VIII. Dispute Resolution Process. In the event of a dispute arising under this Agreement, the matter shall be referred to the Board for resolution. Written notice of the dispute shall be provided to each Board member. The Agencies must meet and attempt to resolve the dispute in a satisfactory manner. This meeting must take place within ten (10) business days after all Board members have been served notice of the dispute. The Board shall issue a written decision within thirty (30) days after the meeting. The content of the written decision shall be approved by a majority of the Board. During the pendency of this process, the Parties and Agencies shall act in good faith to perform their respective duties described herein. No Party or Agency shall institute a formal legal proceeding, file a claim, provide notice of withdraw, etc., until after the Board has issued a written decision.

IX. Terms of Agreement. This Agreement shall be effective for a term of three years beginning on April 1, 2019, and ending March 31, 2022. At the end of the initial three-year term, this Agreement shall automatically renew for additional two-year terms ("Renewal Term"), unless otherwise terminated at any time by mutual written agreement of all of the Parties.

X. Withdrawal:

A. Process.

1. During the initial three-year term, a Party may withdraw from the Agreement if the withdrawal and timeline for said withdrawal is agreed to in writing by a majority of the Parties. If written consent is not provided by a majority of the Parties, the withdrawing Party must refer the matter of withdrawal to the Board pursuant to the Dispute Resolution Process described in Section VIII. In the event that the matter is not resolved pursuant to Section VIII, the withdrawing Party shall issue a written "Notice of Withdrawal" to the non-withdrawing Parties no later than ten (10) days after the written decision of the Board. The Notice must be served in writing to each Board Member before pursuing legal remedies available to each Party.
2. By March 1st of a Renewal Term, a Party may withdraw from the Agreement by providing written notice of its intent to withdraw to the other Parties. The Notice

must include the effective date of termination, which shall be no later than March 31st of the Renewal Term.

- B. Property. If a Party withdraws from this Agreement, the Party shall retain title to all property, resources, and equipment it had prior to, or obtained while, a Party to this Agreement. Within thirty (30) days after withdrawal, the withdrawing Party shall remove and retake possession of such property. Any property, resources, or equipment purchased or donated on behalf of the Team shall be disposed of upon withdrawal in accordance with the policies and procedures adopted by the agencies.
- C. Liability. If a Party withdraws from this Agreement, it shall not be relieved of liability incurred by the Board prior to such withdrawal, including, but not limited to, such Party's responsibilities for funding the then current annual Team budget. In addition, in the event that the withdrawing Party has made a financial commitment to fund any specific future expense(s) of the Board which would impact future Team budgets as a result of such withdrawal, the withdrawing Party may remain financially responsible for its committed share of such specific future expense(s), as determined by the Board.

- XI. Liability Insurance: The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Party and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any other Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
- XII. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race religion, sex, or any other prohibited basis of discrimination.
- XIII. Incorporation of Recitals. The recitals set forth above are, by this reference, hereby incorporated into and deemed part of this Agreement.
- XIV. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
- XV. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written amendment,

approved and executed by the governing bodies of each Party. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an amendment. Every amendment shall specify the date on which its provisions shall be effective.

- XVI. Assignment. None of the Parties may assign its rights under this Agreement.
- XVII. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties.
- XVIII. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
- XIX. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- XX. Indemnification/Liability. To the extent permitted by law, each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless each of the other Parties (as “indemnitee(s)”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney’s fees (hereinafter collectively referred to as “claims”) arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers; provided, however, that a Party shall have no liability whatsoever for declining to respond, delaying to respond, or terminating its response to another Party’s request for mutual aid and assistance. These indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.
- XXI. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XXII. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.

XXIII. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

XXIV. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY

County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046
(402) 593-2288

CITY OF LA VISTA

Chief of Police
La Vista Police Department
7701 South 96th Street
La Vista, NE 68128
(402) 331-1582

CITY OF PAPILLION

Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046
(402) 597-2035

XXV. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.

XXVI. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

XXVII. Public Benefits. With regard to Neb. Rev. Stat. §§ 4-108 to 4-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 to 4-113.

XXVIII. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

XXIX. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the Parties hereto.

XXX. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties. In the event of a conflict, the majority decision of the Cooperating Agencies shall govern. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

XXXI. Multiple Counterparts: This Agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.

XXXII. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SARPY COUNTY SHERIFF'S OFFICE:

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By:

Sarpy County Board Chairman



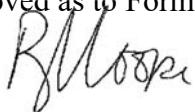
Date: 4/2/19

Attest:



Deb Houghtaling
Deb Houghtaling, County Clerk

Approved as to Form:



R. Moore
Chief Deputy Sarpy County Attorney

PAPILLION POLICE DEPARTMENT:

CITY OF PAPILLION, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: 
David P. Black, Mayor

Date: 4-2-19

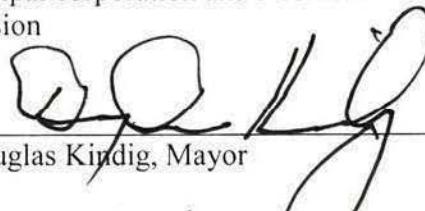
Attest:

Nicole Brown
Nicole Brown, City Clerk



LA VISTA POLICE DEPARTMENT:

CITY OF LA VISTA, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: 

Douglas Kindig, Mayor

Date: 4/16/2019



Attest:



Pamela A. Buethe, City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER NO 13 – 84 TH STREET REDEVELOPMENT AREA – OFFSTREET PKG. DIST. NO. 2 – STRUCTURE NO. 1	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve Change Order No. 13 to the contract with Hawkins Construction Co. of Omaha, Nebraska to include additions to the fire suppression system. There is no change in the completion date. This change order will result in an increase to the contract price of \$12,471.00.

FISCAL IMPACT

The FY19/20 biennial budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

The initial contract for the parking structure project was awarded to Hawkins Construction Co. in the amount of \$3,863,000.00 on November 21, 2017. Previous Change Orders through No. 12 have increased the contract price to \$4,133,651.91. Change Order No.13 increases the contract amount by \$12,471.00 to \$4,146,122.91.

The fire suppression system was included in the original bidding and building permit documents which was thought to be satisfactory based on communications with the Fire Marshal at that time. The documents were reviewed, approved and a building permit was issued. During the construction process, the fire suppression sub-contractor prepared detailed shop drawings that were required to be submitted to the Fire Marshal for additional review. The review resulted in a requirement to add four additional hose connections. This change order addresses the materials and labor to install the additional pipes for those hose connections. The contract completion dates do not change.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 13 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO INCLUDE ADDITIONS TO THE FIRE SUPPRESSION SYSTEM WHICH WILL RESULT IN AN INCREASE IN THE CONTRACT PRICE OF \$12,471.00.

WHEREAS, the City has determined it is necessary to make changes and additions to the contract; and

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

WHEREAS, change order number 13 will increase the contract amount by \$12,471.00 to a total of \$4,146,122.91;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 13 to the contract with Hawkins Construction Co., Omaha, Nebraska, to include additions to the fire suppression system which will result in an increase in the contract price of \$12,471.00.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
10-17105-00 La Vista City Centre Parking Facilities	Contract For: General Construction	Change Order Number: 013
	Date: January 2, 2018	Date: July 17, 2019
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
City of La Vista 8116 Park View Blvd La Vista, NE 68128	DLR Group inc. (a Nebraska corporation) 6457 Frances Street, Suite 200 Omaha, NE 68106	Hawkins Construction Co. 2516 Deer Park Blvd Omaha, NE 68105

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Add additional standpipe pipe and hose valve locations per PR-007. \$12,471.00

The original Contract Sum was

\$ 3,863,000.00

The net change by previously authorized Change Orders

\$ 270,651.91

The Contract Sum prior to this Change Order was

\$ 4,133,651.91

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

\$ 12,471.00

The new Contract Sum including this Change Order will be

\$ 4,146,122.91

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

DLR Group inc. (a Nebraska corporation)

Hawkins Construction Co.

City of La Vista

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)



SIGNATURE

SIGNATURE

Matthew Gulsvig, Project Manager

Josh Br... Construction Manager

Douglas Kindig, Mayor

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

July 17, 2019

DATE

DATE

DATE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
CHANGE ORDER No. 3 CIVIC CENTER PARK PHASE II	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve a change order to the contract with Blade Masters Grounds Mntc., Inc. of Bennington, Nebraska to provide for additions of work and a new date for substantial completion on August 15, 2019. This change order increases the overall contract by \$81,881.79.

FISCAL IMPACT.

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

RECOMMENDATION

Approval

BACKGROUND

This change order addresses all outstanding items performed during the course of this contract and sets a new date for substantial completion of August 15, 2019 from the original contract date of December 1, 2018. This is the last anticipated change order associated with this project.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 3 TO THE CONTRACT WITH BLADE MASTERS GROUND MAINTENANCE, INC., BENNINGTON, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK AND A NEW SUBSTANTIAL COMPLETION DATE FOR THE CIVIC CENTER PARK PHASE II CONTRACT IN AN AMOUNT NOT TO EXCEED \$81,881.79.

WHEREAS, the City has determined it is necessary for additions of work and a new substantial completion date for the contract; and

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

WHEREAS, the contract amount will increase by \$81,881.79 for a contract total of \$1,841,659.13 with change order number 3;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 3 to the contract with Blade Masters Grounds Maintenance, Inc., Bennington, Nebraska, to provide for additions of work and a new substantial completion date for the Civic Center Park Phase II contract in an amount not to exceed \$81,881.79.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Change Order

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT (Name and address)

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

CHANGE ORDER NUMBER: 03**TO CONTRACTOR (Name and address)**

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

DATE: 07/29/2019**ARCHITECT'S PROJECT NUMBER:** 3001.477.01**CONTRACT DATE:** July 18, 2018**CONTRACT FOR:** Stipulated Sum**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Pricing for the following items affect the contract amount as described below:

- PRO1 (Updating fountain lighting to color-changing) and PR 02 (Electrical Revisions) increases the contract amount by: \$4,035.89.
- PR03 (Electrical Revisions for GFI protection and equipotential plane at electrical equipment) increases the contract amount by: \$1,950.00
- Additional silt fence replacement/maintenance, as directed by the City, increases the contract amount by: \$5,970.00
- Placing surcharge at the new sanitary line increases the contract amount by: \$18,000.00
- Removal of trees along the southeast edge of the lake increases the contract amount by: \$1,800.00
- Excavation along the southeast edge of the lake increases the contract amount by: \$520.00
- Embankment on the southeast edge of the lake increases the contract amount by: \$12,328.40
- Purchase and installation of flexamat at the lake's overflow increases the contract amount by: \$24,896.00
- Removing the soil log from the project and installing the approved shoreline protection system decreases the contract amount by: (\$4,237.00)
- Additional concrete material costs (2018 winter charges – price increase of \$7.50/CY) increases the contract amount by: \$5,482.50
- Additional concrete material costs (2019 price increase of \$8.00/CY) increases the contract amount by: \$3,264.00
- Purchase and installation of the pipe added under the fire lane increases the contract amount by: \$2,672.00
- Removal of trees along the adjusted fire lane increases the contract amount by: \$3,325.00
- Replacement of storm line that was damaged near fire lane increases the contract amount by: \$1,200.00
- Raising one sanitary manhole west of detention basin increases the contract amount by: \$425.00
- Purchase and installation of a photocell for the pole-mounted site lighting increases the contract amount by: \$250.00

The Date of Substantial Completion for this work shall now be: August 15, 2019.

The original Contract Sum was

\$	1,744,777.34
\$	15,000.00
\$	1,759,777.34
\$	81,881.79
\$	1,841,659.13

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

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

The new Contract Sum including this Change Order will be

The Contract Time will be increased by this Change Order.

The date of Substantial Completion as of the date of this Change Order therefore is August 15, 2019.

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

AIA Document G701™ - 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. **All rights reserved.** **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:54:00 on 01/06/2015 under Order No. 7403433253_1 which expires on 04/02/2015, and is not for resale.

User Notes:

I:\Projects\3001\3001.477.01 LaVista, City of - Civic Center Park PH1\Text07 Const Adm\7.5 Project Changes\7.5.5 Construction Change Directives\Change Order 03\Change Order 03.docx, 7/1/2013
10:55 AM

Page 1



AIA Document G701™ - 2001

Change Order

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

RDG Planning & Design
ARCHITECT (Firm name)

900 Farnam on the Mall
Omaha, NE 68102

ADDRESS

BY(Signature)

Bruce Niedermeyer, PLA
(Typed name)

07/29/2019

DATE

Blade Masters Grounds Maintenance, Inc.
CONTRACTOR (Firm name)

PO Box 167
Bennington, NE 68007

ADDRESS

BY(Signature)

Larry Goertz
(Typed name)

DATE

City of La Vista, NE
OWNER (Firm name)

8116 Park View Blvd
La Vista, NE 68128

ADDRESS

BY(Signature)

Douglas Kindig
(Typed name)

DATE

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
CONTRACT AWARD – 72 ND STREET PAVEMENT LEVELING OVER THOMPSON CREEK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to URETEK-Great Plains Region in an amount not to exceed \$15,500.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

Proposals were solicited from two contractors that perform this type of work in the Omaha area. Two bids were received which are summarized as follows:

CONTRACTOR	BASE BID
URETEK, Inc.	\$15,500.00
Thrasher, Inc.	\$15,795.00

The City Engineer met with each firm independently on the site. Each firm evaluated the situation and made an estimation of the amount of structural foam needed to lift the pavement slabs to mitigate the pavement settlement.

URETEK, Inc. has performed this type of work for the NDOT, the City of Lincoln and the BNSF Railway as well as other public agencies. URETEK, Inc. is a qualified contractor and it is recommended that a contract be awarded to them in an amount not to exceed \$15,500.00.

The Public Works Department will be providing traffic control and the work is expected to take place during overnight hours between 10 pm and 5 am.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO URETEK – GREAT PLAINS REGION, TOMBALL, TEXAS, FOR PAVEMENT LEVELING ON 72ND STREET OVER THOMPSON CREEK IN AN AMOUNT NOT TO EXCEED \$15,500.00.

WHEREAS, the City Council of the City of La Vista has determined that the leveling of pavement on 72nd Street over Thompson Creek is necessary; and

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

WHEREAS, proposals were solicited; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to URETEK – Great Plains Region, Tomball, Texas for pavement leveling on 72nd Street over Thompson Creek in an amount not to exceed \$15,500.00.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



July 9, 2019

John Kottmann

City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128
(402) 669-9003
jkottmann@cityoflavista.org

URETEK USA, Inc. is pleased to present this proposal to the City of La Vista for undersealing and pavement lifting on 72nd street near Park View Blvd.

PROBLEM:

Majority (minimum of east 3 lanes) of 72nd street over culvert has settled resulting in roadway traffic problem. The goal of this project is to underseal and lift 3 lanes of 72nd street to smooth our roadway drive. Attempts will be made to lift upper pavement a maximum of 4".

This problem can be addressed by utilizing the URETEK Method (Foam Jacking) process to underseal and raise the pavement. There is also possible need for Deep Injection in roadway and shoulder areas with emphasis on east stormwater inlet which currently is demonstrating a void and cracked/compromised concrete. URETEK USA would be able to perform Dynamic Cone Penetrometer tests once onsite to determine Deep Injection needs.

ESTIMATED SCOPE OF WORK:

We will underseal and lift 72nd street. The project area is approximately 55 ft. long and 35 ft. wide with a maximum lift of approximately 4".

PROPOSED SOLUTION:

URETEK USA will use the URETEK Method Injection (Underseal and Foam Jacking) process and our URETEK 486 STAR polymer to underseal and raise the pavement.

URETEK USA will perform the following operations:

1. Drill injection holes on onsite determined centers of pavement.
2. Inject the highly expansive, high strength, lightweight, water-resistant URETEK 486 STAR polymer into the base to fill the underseal & lift pavement. Since this polymer is water-resistant, it can be injected into wet soil conditions without compromising the integrity of the polymer.
3. Grout injection holes and fill with a non-shrink cementitious grout.

PROPOSED COST:

\$5.00 per pound

Estimated 2,800 pounds x \$5.00 = \$14,000

Mobilization = \$1,500

Total = \$15,500

The actual pounds pumped will be tracked for each production truck each shift to be signed off by the inspector.

Client will only be invoiced for actual material used.

ITEMS NOT INCLUDED IN QUOTE:

Traffic control – joint/crack sealing – bonding/bond participation – prevailing wage/certified payroll – saw cutting – sales tax – milling of existing asphalt wedges (if required) - Warranty

SCHEDULE:

Schedule will be discussed between URETEK USA and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

SAFETY:

URETEK USA has an impressive safety record, because our people are our most important asset and safety is our top concern. URETEK USA has an extensive safety manual directly pertaining to our polyurethane injection process. URETEK USA has employed an industrial hygienist company to produce a safety report on our production unit, process, and personnel. The report clearly shows on-site safety procedures in using and handling the process chemicals and equipment and is available upon request.

INSURANCE:

URETEK USA has insurance in excess of any requirements the client may have.

MERIT SHOP CONTRACTOR:

URETEK USA is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a principle contract or a sub-contract, are set aside, and not part of this proposal.

Sincerely,

Craig Stumpff, Project Manager Great Plains Region

URETEK, Inc.

(402) 677-1596

craig.stumpff@uretekusa.com

www.uretekusa.com

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2019 AGENDA

Subject:	Type:	Submitted By:
PUBLIC PARKING SERVICES -ABM INDUSTRY GROUPS, LLC	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TOMMY PROUHET ASST. TO THE CITY ADMINISTRATOR

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 \$157,312.00.

FISCAL IMPACT

The FY 19/20 Biennial Budget provides funding for this service.

RECOMMENDATION

Approval.

BACKGROUND

The City is scheduled to complete construction of Parking Structure 1, adjacent to Civic Center Park and the City Centre development, in September of 2019. The structure contains 459 public parking stalls that will serve transient and monthly residential parkers.

The City has not been involved in the operation of paid public parking. Therefore, it is recommended that the City engage a contractor possessing the expertise to perform the maintenance, management, and enforcement required at such a facility. After soliciting proposals through an RFP process, staff recommends ABM Industry Groups, LLC to perform this work. 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.

The proposed budget for this contact contains a base management fee of \$47,400, with operating expenses billed monthly as incurred. The total, not-to-exceed, annual expenses for Year 1 are projected at \$157,312.

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 \$157,312.00.

WHEREAS, the City Council of the City of La Vista has determined that public parking services are necessary for Parking Structure 1 adjacent to Civic Center Park and 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 \$157,312.00.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2019 by and between the City of La Vista, Nebraska a municipal corporation, (hereinafter "the City") and ABM Industry Groups, LLC (a subsidiary of ABM Industries Inc. hereinafter "Contractor").

WITNESSETH:

WHEREAS, The City is the owner of certain on-street parking facilities located within the right-of-way along Main Street in La Vista, Nebraska; and

WHEREAS, The City is the owner of an off-street parking structure located at 8121 City Centre Drive in La Vista, Nebraska (Structure No. 1); and

WHEREAS, Contractor has agreed to operate and maintain said facilities 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 June 30, 2022.

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 on-street parking facilities on Main Street and off-street structure (Structure No. 1). 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 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 polices and directives of the City. 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").
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 to the extent Contractor agrees to provide copies of such documents, they 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, Operating Expenses and the 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.
2. 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 A, 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, 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, except refundable deposits collected by Contractor, 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. At the Parking Manager's request, one copy of any bank deposit slip shall be forwarded for same day delivery to the attention of the Parking Manager at the Parking Manager's request. 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, after written notice to Contractor with three (3) business days to cure, to immediately terminate all of Contractor's rights hereunder.

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(F) 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 are 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 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 and total discrepancies for the month exceed \$150.00 per facility, 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.

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, 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 a reimbursable expense 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 Appendix C 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 the Annual Operating Budget (Exhibit B).

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 One Hundred and Fifty-Seven Thousand, Three Hundred and Twelve dollars per annum, for completion of all duties defined herein, inclusive of operating expenses defined in Appendix B 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 shall pay Contractor a monthly fee 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 "Payroll Expense" line item in the Annual Operating Budget. Any increase to "Payroll Expense" 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 and Consultant Fees may exceed the sum of all Operating Expenses and Consultant Fees in the prior year's initially- approved annual 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 Consumer Price Index for All Urban Consumers 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 Consultant Fees, City shall reimburse Contractor for the following Operating Expenses (the "Operating Expenses"), to the extent that said expenses are within the approved 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:

1. Repairs & Maintenance

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

2. Telephone

City agrees to reimburse Contractor for actual telephone operating expenses incurred in accordance with this Agreement. Personal use of said services by the Contractor's employees shall not be tolerated, nor compensated by City to the Contractor. Contractor's employees will adhere to the City's Computer Use Policies then in effect.

3. License & Permits
4. Janitorial Services
5. Uniforms
6. Office Supplies
7. Forms & Printing
8. Supplies and Materials
9. Tickets
10. Accounting
- 11 . PLPD Insurance
12. Miscellaneous
- 13 . Bank Charges

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 approved budget (Exhibit "B ") and necessary circumstances, and reasonable for the performance by Contactor 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 " B") 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, at City' s direction and as City' s agent, shall pay to City on or before the 20th day of each month during the term of this Agreement all parking revenues, i f any, f or the preceding month , l e ss the sum of all Operating Expenses and Consultant 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 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 Contractor a five (5%) percent late payment fee on such amounts.

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 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, neither Contractor, nor any employee, agent or Subcontractor of Contractor, shall obtain any right to retirement benefits or to any other 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, 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. Except as City may specify in writing, 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, all rights, powers, privileges and authority granted to Contractor under this Agreement shall cease and Contractor agrees to immediately vacate any Parking Facilities for which the Agreement has been terminated as long as Contractor has been paid all amounts due under the Agreement.
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 the legal representatives, successors and assigns of either or both of them.

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 reasonable 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 be deemed to be a waiver of any other term or condition contained herein nor 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

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 tried in a court of competent jurisdiction in the County of Sarpy, State of Nebraska, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

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, physical handicap or sexual orientation 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 Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

C. Information and Reports:

Contractor shall provide all information and reports required by any State, Federal or Local Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information 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 pertinent to ascertain compliance with such regulations, 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 and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of the performance of the Services or and to the extent caused in whole or in part by the willful misconduct or any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City. Accordingly, Contractor shall provide and pay for commercial general liability insurance and Garage Keeper's Legal Liability Insurance and statutory coverage for workers' compensation insurance as set forth in Section 22. The indemnities provided herein shall survive the expiration or termination of this Agreement. Contractor shall provide to City a Certificate of Insurance, which shall name include City as an additional insured as to the commercial general liability, auto liability, and excess coverage but only to the extent that same are indemnified pursuant to Section 21 hereof. 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 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:
 - a. Employee Dishonesty Coverage -- Form A
 - b. Depositor's Forgery Coverage
 - c. Theft, disappearance or destruction of money and securities both on the premises and away from the premises.
 - d. Robbery and burglary. Such policy shall also include coverage for theft or loss to City's funds and name the City a joint loss payee.

2. 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
- b. Owner's and Contractor's Protective
- c. Blanket Contractual
- d. Broad Form Property Damage
- e. Completed Operations
- f. Products (on an "if any" basis)
- g. Bodily Injury and Personal Injury (Coverage for A, B, and C)
Property rented from the City.
- h. Robbery

3. Auto Insurance

Should Contractor operate any passenger vehicle in performance of this contract, Contractor shall have previously obtained a Business Automobile Liability policy with a minimum limit of not less than \$23,000,000 per accidentcombined single limit. 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. Endorsements

~~The following endorsements 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, agents and contractors are hereby added as additional insureds as applies to any and all operations performed by or on behalf of Contractor and for the City as to the commercial general liability, auto liability, and excess coverage, but only to the extent that same are indemnified pursuant to Section 21 hereof.
2. For any claims related to the Services and this Agreement, the Consultant's as to the commercial general liability, auto liability, and excess insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance of self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contribute with it to the extent applicable.
3. Thirty (30) days prior written notice of cancellation shall be given to the City in the event of any cancellation and/or reduction in or non-renewal coverage.

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 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 heading 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 Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

F. Covenants against Contingent Fees

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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.

Consultant 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.

Consultant and on behalf of Consultant'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. Consultant further warrants that neither Consultant, nor Consultant'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 Consultant 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:
Tommy Prouhet
Assistant to the City Administrator ("Parking Manager")
City of La Vista
8116 Park View Blvd
La Vista, Nebraska 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.

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

CITY:
City of La Vista

By: _____

Name: _____

Title: _____

Contractor:
ABM Industry Groups, LLC

By: _____

Name: _____

Title: _____

Exhibit A

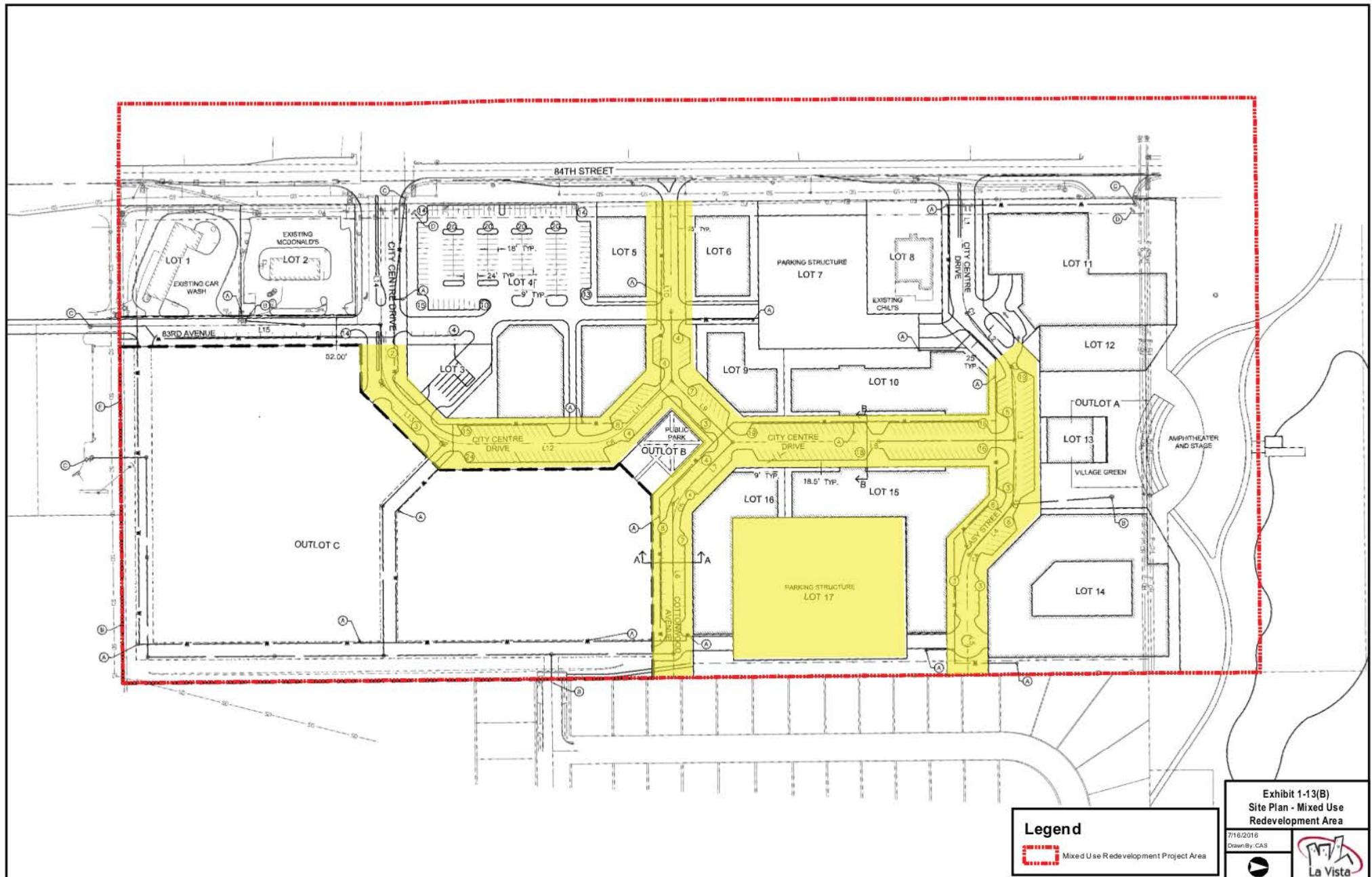


Exhibit B

ORDINANCE RECORD

No. 728-REFFIELD & COMPANY INC., OMAHA

Ordinance No. 1324

Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<u>COVENIENCE FEES</u>	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions \leq \$10,000 \$10 for transactions $>$ \$10,000
<u>OTHER FEES</u>	
Barricades	\$ 60/barricade \$ 5/barricade per day \$30 ea. (7 days maximum)
Deposit Fee (returnable)	
Block Parties/Special Event	
Construction Use	
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) 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	\$1
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)	\$2,500
Handicap Parking Permit Application Fee	\$ Currently Not Charging Per State
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:	

ORDINANCE RECORD

No. 728—REFIELD & COMPANY INC., OMAHA

Vehicle Offstreet Parking District No. 2

Monthly:	
Uncovered	\$15/Month
Covered	\$25/Month

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)

Police Officer Application Fee

\$ 20

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 Performance Bond

\$ 25/yr./truck + \$25,000

PUBLIC RECORDS

Request for Records	\$15.00/Half Hour + 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

Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17"
	\$10 12"x36"
	\$30 36"x120"

Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30

Future Land Use Map	\$5 11"x17"
	\$10 12"x36"
	\$30 36"x120"

Ward Map

\$ 2

Fire Report	\$ 5
Police Report	\$ 5

Police Photos (5x7)	\$ 5/ea. for 1-15
	\$ 3/ea. for additional

Police Photos (8x10)

\$ 10/ea. for 1-15

Police Photos (Digital)

\$ 5/ea. for additional

\$ 10/ea. CD

Criminal history

\$ 10

Exhibit C

City Of La Vista

Estimated Year 1 Parking Budget

EXPENSES

Parking Payroll

Payroll Expense	\$60,840	(One Full Time, One Part Time)One full time manager for parking operations, sales and enforcement of garage. We will add enforcement staff for on-street and more hours for cleaning once city requests and as needed. Also, one staff for 2 hours per day, Monday - Friday for trash and cleaning in and around garage.
Payroll Taxes	\$7,301	Federal and State Taxes
Worker's Compensation	\$3,955	Worker's Compensation Tax.
Vacation	\$203	PTO for Part Time Employee. Manager is would be salary and figured 52 week pay.
401k	\$2,163	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	\$3,042	Health insurance for employees.
Total Payroll	\$77,503	
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	\$47,400	Monthly Fee of \$3950
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, City will provide CC processing.
Monthly Sweeping of Garage	\$7,044	\$587 per month/per power sweeping.
Annual Flood Wash Down of Garage	\$895	Hose down entire facility with 2" fire hose by ABM Staff
Semi-Annual Power washing of Garage	\$3,900	\$1950 per power wash.
Rubbish Removal	\$1,920	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	\$1,200	Supplies used in the garage for cleaning, oil spills,
Utilities	\$0	Paid by the City
Call Center/Garage/Intercom Service	\$6,000	24/7/365 Call Center \$500 per month
Insurance PLPD and Garage Keepers Ins.	\$8,700	Carried through ABM's master insurance agreement. \$725 per month
TOTAL OPERATING EXPENSES	\$157,312	
NET OPERATING INCOME		

Exhibit D

City of La Vista, Nebraska

Snow Removal Guidelines for Public Parking Structures

In order 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

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>



Snow Removal Season 2019-2020

Plow Truck	\$90/hr
Sander	\$90/hr
Skid Loader	\$90/hr
Dump Truck	\$90/hr
Loader	\$140/hr
Hand Labor	\$50/hr
Salt	\$125/ton
Ice Slicer	\$300/ton
Sand / Salt Mix	\$95 / ton
Sand Mix	\$50 / ton
Ice Melt Sidewalks	\$0.95/lb

We appreciate the opportunity to provide you with snow removal services. The above hourly rates will be applied to each event including any travel to and from the site. Materials are tracked, monitored and billed accordingly after each snow/ice event. Please let us know if you are interested in this service.

Thanks,

Bob Brakenhoff
Mulhalls Nursery
(402)616-2009 Cell
bbrakenhoff@mulhalls.com

I have read and acknowledge the above rates and agree to these terms for the upcoming snow season: