

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 16, 2021 AGENDA

Subject:	Type:	Submitted By:
AMEND MASTER FEE ORDINANCE – CHARGING STATION RATES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

An ordinance has been prepared to amend the Master Fee Ordinance.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

The City in conjunction with the Omaha Public Power District has completed the installation of two City owned charging stations at 12703 Westport Parkway (Parking District #1) for public vehicle charging. One is a two-port standard charging station, and one is a single port rapid charging station.

The charging stations were funded and constructed by OPPD through a federal grant. The City is a sub-recipient of the grant and will be billed \$20,405 as a matching contribution that is included in the CIP budget. The City will own and operate the charging stations through the vendor Charge Point. An operator agreement was approved by the City Council April 6, 2021.

Based on data received from the Omaha Public Power District and from surrounding area charging stations, the following rates are recommended:

- The standard charge station with a lower KW demand
 - o \$2/per hour for the first six hours
 - o \$0.33/minute after six hours (\$19.80/hour)
- The rapid charging station with a higher KW demand
 - o \$5/per hour for the first two hours
 - o \$0.33/minute after two hours (\$19.80/hour)

Future fee recommendations will be provided annually as necessary at the time of the biennial budget preparation based on historical expenditures for electricity and maintenance. Usage data and operational control of the charging stations is available on a Charge Point dashboard. Credit card transactions are processed by Charge Point and net proceeds automatically deposited to the City's bank account.

ORDINANCE NO. 1424

AN ORDINANCE TO AMEND ORDINANCE NO.14081424, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

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

BUILDING & USE FEES

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

Building Permit

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

General	\$30 Base fee + see building fee schedule
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Commercial/Industrial	\$30 Base fee + see building fee schedule
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Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
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Design Review (non-refundable)

Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
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Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
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Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
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Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
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Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
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Replacement Plan Review Fee

	\$100 + Request for records fees
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Engineer's Review

	\$500
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Rental Inspection Program

License Fees:

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

Primary Inspection	No charge
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Class B Property Inspection (after primary inspection):	
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Violation corrected	No charge
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Violation not corrected	See Re-inspection Fee below
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Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
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Re-inspection Fee	\$100.00
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
Penalty Fee Refund Policy	3x Regular permit fee 75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year
Tower Development Permit	\$8,500 (min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000 (min fee) (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/ Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00

With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00

Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

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

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

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

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review 1-20 devices	\$100

21-50 devices	\$200
51-100 devices	\$300
101-200 devices	\$400
201-500 devices	\$500
Over 500 devices	\$500 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)

Underground Storage Tanks (Title 159, Chapter 2)

Farm, residential and heating oil tanks (tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000

Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City
<u>PACE PROGRAM</u>	
Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500
<u>ZONING FEES</u>	
Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	
<u>OCCUPATION TAXES</u>	
Publication fees	\$Actual cost

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
 Special Designated Permit – Liquor Control	 \$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25
 Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	 \$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fees for Restaurants or Drinking Places if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75 (Additional fees for Restaurants or Drinking Places if applicable)
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year

Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	

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

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of \$75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$ 1.00/pawnbroker
Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)	
Recreation businesses - indoor and outdoor	\$100
Restaurants, Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective 10/1/19 – Fee of 1.5% of gross receipts pursuant to Municipal Code Section 113.10

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

shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater

CONVENIENCE FEES

Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal Credit Cards, Debit Cards, & Digital Wallet	2.5% of transaction + \$0.30
E-Checks	\$1.50 for transactions \leq \$60,000

All Other Payments

Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions \leq \$10,000 \$10 for transactions $>$ \$10,000

OTHER FEES

Barricades	\$ 60/barricade
Deposit Fee (returnable)	\$ 5/barricade per day
Block Parties/Special Event	\$30 ea. (7 days maximum)
Construction Use	
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour

Charging Station Fees

Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours .033/min. after 2 hours

Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 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

On-Street Parking	1-15 (\$5), with an additional \$5, daily limit
Parking Ticket Fees	
If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

Pawnbroker Permit Fees:	
Initial	\$ 150
Annual Renewal	\$ 100

Pet Store License	\$ 50 (In addition to Occ. License)
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 \$ 5/ea. for additional
Police Photos (Digital)	\$10/ea. CD
Criminal history	\$10

FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

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

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10

Air Bags	\$50
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High Lift Jack	\$20
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Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

RESCUE SQUAD FEES

Basic Life Support Emergency	\$650
Basic Life Support Non-Emergency	\$450
Advanced Life Support Emergency 1	\$750
Advanced Life Support Emergency 2	\$950
Advanced Life Support Non-Emergency	\$550
Mileage - per loaded mile	\$ 15

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Fax		\$2.00 up to 5 pages
Fines		
Books		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
DVDs/		\$ 1.00/day

Playaway device	\$ 1.00/day
Board Game not returned to Circulation Desk	\$5.00
Damaged & Lost items	\$5.00 processing fee + actual cost
Color Copies	\$.50
Copies	\$.10
PLA filament	\$.10/gram
Inter-Library Loan	\$3.00/transaction
Lamination – 18" Machine	\$2.00 per foot
Lamination – 40" Machine	\$6.00 per foot
Children's Mini-Camp	-\$15.00
Seasonal/Special Workshops	\$15.00

RECREATION FEES

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

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour
Facility Usage			
<u>Resident</u>		<u>Non-Resident</u>	
Daily Visit (19 and up)	\$ 3.00	\$ 4.00	
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00	
Fitness Room (19 and up)			
Membership Card	\$27.00/month		
(Exercise Room, Gym, Racquetball/Wallyball Courts)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Gym (19 and up)			
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit	
Resident Punch Card	\$50.00		
(20 punches)			
Non-resident Punch Card		\$35.00	
(10 punches)			
Senior (Resident)	\$-0-		
Non-resident Sr. Punch Card		\$20.00	
(10 punches)			

Variety of programs as determined by the Recreation Director
Fees determined by cost of program
Classes

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

Contract Instructor Does Registration and Collects Fees

Fields:

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

<u>Resident</u>	<u>Non Resident</u>
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Model Airplane Flying

Field Pass	\$30*	\$40*
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* includes \$10 club membership 1 – year license

Park Shelters	\$15/3 hours	\$25/3 hours
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Swimming Pool Resident Non-Resident

Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105

30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

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

Youth Recreation Programs

Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150

Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75

3 yr. old Soccer Clinic	\$17/27	\$22/33
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Programs

Adult Volleyball– Spring	\$ 55	\$ 55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420

Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235

Senior Spring Softball	\$15 per game per team
Senior Fall Softball	\$17 per game per team

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
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Includes trips to grocery stores and senior center

Zone 2 Trip outside city limits	\$3.00 one way
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Zone 3 Trip outside city limits	\$10.00 one way
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Bus pass (each punch is worth \$1.00)	\$30.00
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Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.
 - 1. The customer charge is as follows
 - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - -\$12.72 per month.
 - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$13.64 per month.
 - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$13.64 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$23.64. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.
 - 2. The flow charge for all sewer service users shall be \$4.16 per hundred cubic feet (ccf).
 - 3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
 - 4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

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

Single Family Dwelling	\$1,364	\$1,432
Duplex	\$1,364/unit	\$1,432/unit
Multiple Family	\$ 1,064/unit	\$1,117/unit
Commercial/Industrial	\$7,407/acre of land as platted	\$7,777/acre of land as platted

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

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

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

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

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

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

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

Section 6. Repeal of Ordinance No.14081424. Ordinance No. 1408-1424 as originally approved on September 157, 2020-2021 and all ordinances in conflict herewith are hereby repealed.

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

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

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS 7TH16TH DAY OF SEPTEMBERNOVEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CUSTOMER AGREEMENT

(ELECTRIC VEHICLE CHARGING STATIONS)

OMAHA PUBLIC POWER DISTRICT ("OPPD"), a public corporation and political subdivision of the State of Nebraska, and City of LaVista ("Customer") (each, a "party" and together, the "parties"), agree this 10th day of April, 2021 (the "Effective Date"), as follows:

1. **Equipment; Access to Customer Property; Ownership of Equipment.** On or about Spring 2021, OPPD shall deliver certain electric vehicle charging station equipment (the "Equipment") as described in Exhibit "A-1" hereto ("Schedule of Equipment") to Customer for installation at Customer's property at a location, and on an estimated date, specified in Exhibit "A-2" hereto. Customer grants OPPD and its employees, contractors, and agents access to Customer's property during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) for the delivery and installation (if required hereunder) of the Equipment and all other purposes set forth in this Agreement. Customer shall expect some work to be performed during non-regular business hours and shall provide access to Customer's property during such times by mutual agreement. Upon delivery of the Equipment to Customer's property, Customer accepts title of, risk of loss for, and all liability with respect to the Equipment. Customer shall execute all documents deemed necessary by OPPD to effectuate the transfer of title, risk of loss and liability with respect to the Equipment. During the Term (hereinafter defined) Customer shall allow OPPD to install signage on the Equipment for marketing purposes.
2. **Installation of Equipment.** Installation of the Equipment shall be conducted either by OPPD (or its contractor), or by Customer (or its contractor), as described on Exhibit "B" hereto ("Description of Installation Services").
3. **Additional Services.** If, prior to or during installation of the Equipment, OPPD determines that additional services beyond the Description of Installation Services are needed ("Additional Services"), OPPD shall notify Customer and provide an itemized invoice of the costs for such Additional Services prior to commencing to perform or procure such Additional Services. Customer must pay such invoice to OPPD for the Additional Services before OPPD will commence the Additional Services.
4. **Term; Data Plan.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until the fifth (5th) anniversary following the date the installation of the Equipment is completed and the Equipment is placed into service. During the Term, Customer shall not remove the Equipment from the designated installation location on the Customer's property and make the Equipment, and two parking stalls adjacent to the Equipment, available for use by the general public 24 hours per day / 7 days per week. Without limiting the generality of the foregoing, Customer hereby grants the general public an access easement over the Customer's property in order to allow vehicles to get to the Equipment and associated parking stalls, to use the Equipment for as long as it reasonably is necessary to charge such person's vehicle using the Equipment and to exit the Customer's property. As a condition of this Agreement, Customer shall (a) enroll its Equipment in a data plan, as described in

Exhibit "C" hereto ("Data Plan"), no later than seven (7) days after the completion of installation of the Equipment, and (b) provide written notice to OPPD of enrollment in the Data PlanCustomer shall provide to OPPD and the Nebraska Department of Environment and Energy (the "NDEE") all data generated from the Data Plan during the Term. At the conclusion of the Term, Customer may choose to continue or terminate the Data Plan.

5. **Cost and Payment.** The total price for the Equipment and installation (if applicable) is as follows:

- a. Equipment: **\$81,930**
- b. Installation Services (by OPPD or its contractor): **\$59,148**
- c. Total Amount: **\$141,078**

The NDEE grant will contribute **\$100,267**

OPPD will contribute **\$20,406**

City of LaVista will contribute **\$20,405**

Total Amount **\$141,078**

OPPD shall pay invoices during construction and installation period, then submit to NDEE and city of LaVista for reimbursements.

6. **Operation and Maintenance of Equipment; Information Sharing; Advertisement.**

Customer shall, at Customer's sole cost and expense, operate the Equipment in accordance with the manufacturer's recommendations and prudent operating practices and shall maintain and repair the Equipment, as needed, and as recommended by the manufacturer and required by prudent operating practices to keep the Equipment in good working order, including but not limited to repairs required due to damage or vandalism. The Customer agrees to use its best efforts to keep the Equipment from being out of service for a period greater than seventy-two (72) hours. Customer agrees to share with OPPD its lessons learned and challenges associated with the operation and maintenance of the Equipment. Customer shall register each charging site location with the Alternative Fuels Data Center Station Locator tool located at <https://afdc.energy.gov>. OPPD and Customer agree that each party may advertise the availability of the Equipment to the public through additional channels, and each party shall provide the other party copies (whether in video, audio, print, or digital form) of any such advertisements. After the Term, Customer's information and data sharing obligations to OPPD and the NDEE shall terminate, and Customer shall continue to have all ownership rights and obligations and liabilities related to the Equipment, including the obligation to properly decommission and dispose of the Equipment. During the Term, Customer must submit annual station utilization data to NDEE. The following information shall be provided for each charger installed:

- Number of charging events
- Number of unique vehicles connected
- Total kWh dispensed
- Average kWh per charging event

- Average peak power (kW) per event
- Peak power demand by month
- Average duration of charging events
- Percent charger downtime

7. **Customer Responsibility for Electric Service; Charges for Use of Equipment.** Customer shall pay OPPD, or the applicable local utility if it is not OPPD, for all electric service and related charges for the Equipment, pursuant to the applicable utility rate schedule, and shall comply with all applicable utility service regulations. Customer may charge its customers for the use of the Equipment on the basis of time used or on a flat fee, but Customer shall not charge based on electricity usage. Customer agrees to comply with all federal, state, and local laws, ordinances, and regulations with respect to the ownership, operation, use, use by customers, maintenance, and repair of the Equipment.

8. **Termination.** This Agreement may be terminated by either party, upon thirty (30) days written notice, in the event the other party fails to perform any one of its material obligations hereunder and such failure, as identified in the notice, remains uncured during such thirty (30) day period. In the event of termination by OPPD for breach, OPPD and/or NDEE shall have the right to remove the Equipment from Customer's property, upon which time the title and risk of loss of such Equipment shall transfer to the party removing such Equipment from Customer's property. Customer agrees to execute any document reasonably requested by OPPD and/or NDEE to evidence the transfer of ownership of the Equipment as described in this paragraph. This Agreement shall terminate automatically, without notice, if either party: becomes insolvent or bankrupt, makes a general assignment for the benefit of, or enters into any arrangement with, creditors, files a voluntary petition under any bankruptcy, insolvency, or similar law, or has proceedings under any such laws or proceedings seeking appointment of a receiver, trustee or liquidator instituted against it. Upon such a termination, title and ownership of the Equipment shall automatically transfer to OPPD. Each Party's termination rights shall be without prejudice to the rights or claims it may have hereunder against the other with respect to its performance, nonperformance or breach of obligations hereunder.

9. **Security Interest.** OPPD and Customer agree that OPPD and NDEE each have a security interest in the Equipment from the date of delivery of the Equipment to Customer until the end of the Term in order to secure all of Customer's obligations under this Agreement. Customer hereby grants OPPD and NDEE a security interest in the Equipment and authorizes OPPD and/or NDEE to file all necessary financing statements, or related documentation, to perfect such security interest, at OPPD and/or NDEE's sole expense and cost. Customer acknowledges and agrees that during the Term, Customer will not grant a security interest in, pledge, assign, mortgage, sell, offer to sell, create or permit a lien or levy or encumbrance upon the Equipment.

10. **Liability and Indemnity.** Customer agrees to add the Equipment to its property insurance policy for damage, vandalism and theft and provide proof of insurance to OPPD. Customer acknowledges and agrees that it is responsible for all liability and risk associated with the ownership, operation, use and maintenance of the Equipment, including but not limited to tripping, shock, electrocution, Equipment failure, Equipment damage, vandalism, and damage to a vehicle by a malfunction of the Equipment. Customer accepts this liability and risk with full knowledge of the consequences, and

waives and relinquishes any claims or causes of action, known or unknown, against OPPD, and its directors, officers, employees, and contractors, with respect to the ownership, operation, and maintenance of the Equipment. Furthermore, to the maximum extent permitted by law, Customer shall indemnify, defend and hold harmless OPPD, and its directors, officers, employees, and contractors, against and from all claims, causes of action, damages, expenses (including but not limited to reasonable attorneys' fees and litigation expenses) and liabilities of any kind (collectively, "Liabilities") that arise from or are related to the ownership, operation, use and maintenance of the Equipment, unless such Liabilities are caused by the gross negligence of OPPD or its employees or contractors.

Customer acknowledges that the NDEE may hold OPPD and/or Customer liable for any loss, damage, neglect, or unreasonable deterioration of the Equipment throughout the Term. Customer agrees to indemnify and hold harmless OPPD from any liabilities arising from any such loss, damage, neglect, or unreasonable deterioration of the Equipment. Moreover, if the Equipment is used for a purpose that is not approved by OPPD, or the Customer fails to maintain the Equipment in operation throughout the Term, then Customer agrees to indemnify and hold harmless OPPD for any amounts required to be paid by OPPD to NDEE as a result of any such acts or omissions by Customer.

11. **Exclusion of Warranties; Limitation of Damages.**

CUSTOMER UNDERSTANDS AND AGREES THAT OPPD MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT, OPPD SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, LOSS OF GOODWILL, COST OF SUBSTITUTE EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, COST OF REPLACEMENT POWER, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.

12. **Nondiscrimintation.** The Nebraska Fair Employment Practice Act prohibits discrimination against any employee, or applicant for employment, in the performance of such Agreements, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. Customer represents and warrants compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement.

13. **New Employee Work Eligibility.** Customer is required and hereby agrees to use, and require subcontractors to use, a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal

immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

14. **Waiver.** The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such party. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement.
15. **Severability.** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction (a) such portion or provision shall be deemed separate and independent, (b) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (c) the remainder of this Agreement shall remain in full force and effect.
16. **No Third-Party Beneficiaries.** Except for the NDEE, this Agreement is not intended to and does not create rights, remedies, or benefits of any kind whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
17. **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
18. **Contractors.** Nothing in this Agreement shall prevent a party from utilizing the services of any contractor as it deems appropriate to perform its obligations under the Agreement; provided, however, that each party shall require its contractors to comply with all applicable terms and conditions of the Agreement in providing such services and each party shall remain primarily liable to the other party for the performance of this Agreement.
19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, in the event that Customer desires to sell or otherwise transfer the relevant Customer property during the Term to another party, then Customer must first obtain

agreement from OPPD to allow Customer to assign its rights and obligations under this Agreement, which consent will not be unreasonably withheld, and thereafter, Customer must deliver to OPPD a signed assignment and assumption agreement from its proposed successor, in a form reasonably acceptable to OPPD, assigning all rights under this Agreement and assuming all obligations set forth hereunder as well as in the bill of sale delivered by OPPD to Customer associated herewith.

20. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. Any civil action to enforce this Agreement or to adjudicate any dispute between the parties hereto relating to the subject matter of this Agreement shall be brought and maintained in the District Court of Douglas County, Nebraska or the United States District Court for the District of Nebraska, located in Douglas County, Nebraska. The parties hereby waive any objection based on venue or forum non conveniens with respect to any legal action or proceeding instituted in connection with or related to this Agreement.
21. **Notices.** Unless otherwise expressly provided herein, all notices, certificates, requests, demands and other communications in connection with this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States certified mail, (c) sent by a nationally recognized overnight courier, or (d) transmitted by trackable electronic mail, in each case addressed to the party to whom notice is being given at its address or email address set forth below or at any other address hereafter designated by that party in a written notice to the other party:

OPPD:
Omaha Public Power District
444 South 16th Street Mall
Omaha, Nebraska 68102-2247
Attn: _____
Email:
Phone:

CUSTOMER:

With a copy to:
Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102-2663
Attn: Stephen M. Bruckner, Esq.
Email: sbruckner@fraserstryker.com
Phone: 402-341-6000

22. **Entire Agreement.** This Agreement, a Bill of Sale associated with this Agreement, and the attached Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, statements and negotiations are hereby superseded. This Agreement may be amended only by a writing signed by each party. This Agreement may be executed by the parties on one or more counterparts, each of which shall be part of one Agreement.

[Signature Pages Follow].

Omaha Public Power District

Signature: Kirk Estee

Name: Kirk Estee

Title: Customer Alternative Energy Solutions Manager

Date: 4/28/2021

[Customer Name]

Signature: 

Name: Douglas Hindig

Title: Mayor

Date: 4/16/2021

2389556

Exhibit "A-1"

Schedule of Equipment

One (1) Chargepoint CT4021 Level 2 Electric Vehicle Charger, including 5-year maintenance plan, 5-year service contract and 5-year data plan.

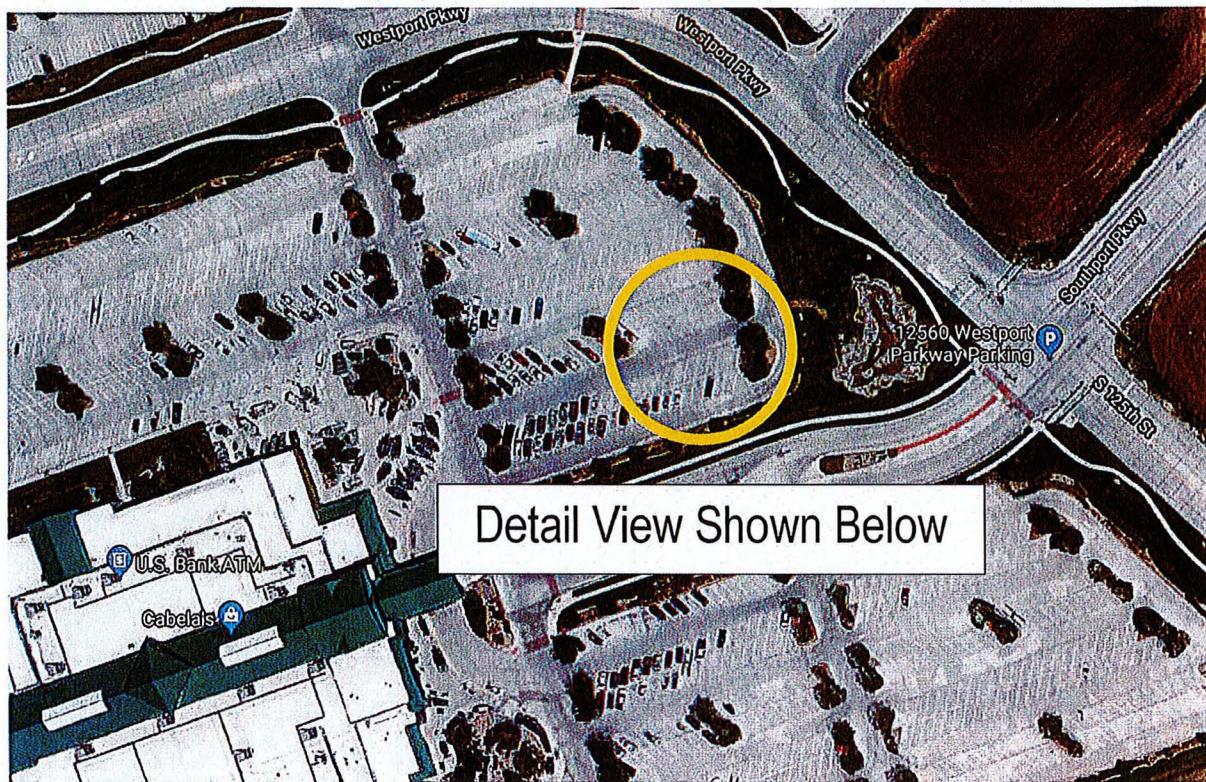
One (1) Chargepoint CPE250 Level 3 DC Fast Charger, including 5-year maintenance plan, 5-year service contract and 5-year data plan.

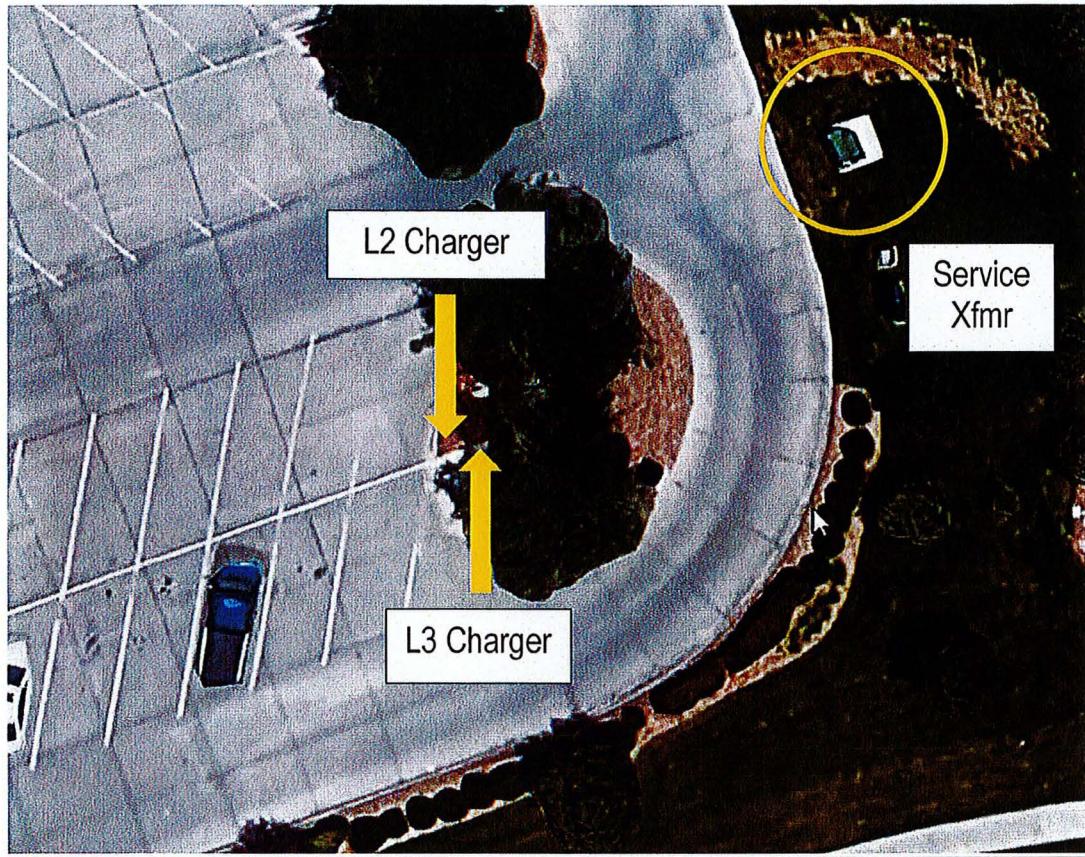
Exhibit "A-2"

Location of Equipment and Estimated Delivery/Installation Dates

Location of Equipment:

Cabela's Parking Lot: 12703 Westport Parkway, LaVista, NE





Estimated Date to Commence Installation of Equipment:

All work associated with this contract must be completed by the grant deadline of March 31, 2022. Actual schedule to be determined through coordination between city of LaVista, OPPD and the installation contractor.

Exhibit "B"

Description of Installation Services

OPPD, or OPPD's contractor, will provide labor and materials to install the Equipment in a workmanlike manner in compliance with all applicable grant requirements, legal requirements, manufacturer recommendations, and industry practices. Customer will reimburse OPPD as shown in Section 5 of this agreement.

Exhibit "C"

Data Plan

Charging equipment must be connected to a network by Wi-Fi or cellular connection. Customer must maintain appropriate charging network service that includes capabilities for remote diagnostics, remote start of the equipment, and collecting and reporting usage data.