

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2022 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared to authorize the renewal 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 FY21/FY22 Biennial Budget provides funding for this service.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In September of 2019 the City completed construction of Parking Structure 1 in the City Centre development. At that time, it was determined the City should engage a contractor possessing the expertise to perform the maintenance, management, and enforcement required at such a facility. Following an RFP process, ABM Industry Groups, LLC was selected to provide these services and a professional services agreement was approved.

The initial agreement which expires on June 30, 2022 includes an option to extend the term. ABM has performed satisfactorily and has been an invaluable resource as we have navigated our first experience in owning and operating a large parking facility. They have agreed to extend the agreement with no increase in fees. Currently the annual base management fee is \$47,400 with operating expenses billed monthly as incurred. The total not-to-exceed annual expenses are set at \$157,312. Annual actual costs to date are:

|      |                          |
|------|--------------------------|
| 2019 | \$ 20,659 (Partial Year) |
| 2020 | \$156,064                |
| 2021 | \$128,881                |
| 2022 | \$ 47,577 (Jan-April)    |

A copy of the agreement is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENEWAL 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, on August 5, 2019 the City Council approved a professional services agreement with ABM for said public parking services; and

WHEREAS, said agreement expires on June 30, 2022; and

WHEREAS, said agreement contains an option to extend the initial term of the agreement in one year increments; and

WHEREAS, ABM has performed the outlined services satisfactorily during the initial contract period and the City desires to maintain continuity as we bring on a second parking facility in 2023; and

WHEREAS, ABM has agreed to a one year renewal of the agreement at no increase in cost; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the renewal 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 for a term of one year.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Patricia Anderson  
Deputy City Clerk

## **AGREEMENT**

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

### **WITNESSETH:**

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

WHEREAS, The City is the owner of a public off-street parking structure located at 8121 City Centre Drive in La Vista, Nebraska (Structure No. 1) as described or depicted in Exhibit A (together the on-street public parking facilities and public off-street parking structure are referred to herein as "Parking Facilities"); and

WHEREAS, Contractor has agreed to operate and maintain said facilities and structure 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, 2023.

Option Term(s):

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

### **ARTICLE 2 – SITES**

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

### **ARTICLE 3 – DUTY TO OPERATE**

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

A. General

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

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

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

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

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

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

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

B. Quality of Services Rendered.

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

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

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

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

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

C. Hours of Operation

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

2. A three (3) hour time-limit shall be enforced for on-street parking along Main Street.
3. The hours of operation of the Parking Facilities may be revised from time to time by the La Vista City Council. Written notification of any approved changes will be provided to the Operator by the Parking Manager.

**D. Enforcement**

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

**E. Parking Fees**

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

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

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

**G. Deposits of Cash Receipts**

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

Agreement and the required amount is deposited within such period of time, up to three (3) business days, as specified by the Parking Manager.

#### H. Permit Parking

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

#### I. Short-term Parking

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

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

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

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

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

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

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

#### K. Vehicle Inventory

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

#### L. Parking Validations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Contractor shall immediately erect and maintain such temporary signs, barricades, lights and other devices as may be necessary to warn people of any dangerous or defective conditions and shall take such actions as may be necessary to reasonably protect people from injury, loss or damage which might result because of any such condition.

4. Any time a dangerous or defective condition may reasonably be known by Contractor to exist in any of the sites, Contractor shall immediately take reasonable necessary protective action by calling the City Engineer and immediately notifying the Parking Manager by telephone and in writing of such condition and protective action.

5. City shall reimburse Contractor for all such reasonable emergency expenses, provided, however that such expenses shall not exceed \$5,000 without prior approval of the Parking Manager.

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

1. Contractor shall, without delay, coordinate with the Parking Manager to make such repairs and do all other things as may be reasonably necessary to eliminate any dangerous or defective conditions in the Parking Facilities that may at any time be reasonably known by Contractor to exist.

2. Under emergency conditions (i.e., power outage(s), flooding, fire, natural catastrophe or any other unanticipated condition that would disrupt normal operations of the Parking Facilities or imperil customers or staff) should the Contractor be unable to make such repairs, Contractor shall, without delay, notify the City Engineer, if possible, and commence the necessary work.

The Parking Manager shall be advised in writing of such condition and any remedial action taken by the Contractor.

#### F. All Things Necessary

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

#### G. Security of the Parking Facilities

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

#### H. Custodial Services

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

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

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

#### I. Ownership of Supplies and Equipment

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

#### J. Alterations and Improvements

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

### SECTION 6. ADDITIONAL REPORTS

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

### SECTION 7. CONSULTATION WITH CITY

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

### SECTION 8. RULES AND REGULATIONS

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

## SECTION 9. CONTRACTOR'S PERSONNEL

### A. General

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

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

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

### C. Personnel

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

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

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

#### SECTION 10. COMPENSATION AND REIMBURSABLE EXPENSES

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

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

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

#### C. Management and Staffing Fees

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

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

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

#### E. Reimbursable expenses.

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

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

1. Repairs & Maintenance

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

2. Supplies and Materials

3. Tickets

4. PLPD Insurance

5. Snow Removal

6. Miscellaneous

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

F. Non-Reimbursable Expenses

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

- a. Administrative, supervisory or related costs and expenses incurred in the general management or operation of the affairs of the Parking Facilities and/ or Operator's other operations;
- b. Costs of maintaining the general books and records of Operator, or the cost of any audit payable by Operator;
- c. Postal and travel expenses, except for travel expenses as identified in the budget (Exhibit "C") and postage costs associated with the mailing of invoices to the Parking Facilities' validation customers; or
- d. The cost of any off-site managers, supervisors or other managerial or administrative personnel of Contractor who are not directly employed at the Parking Facilities.

G. Monthly Payment

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

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

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

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

#### SECTION 11. FEES AND TAXES

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

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

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

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

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

#### SECTION 12. STATUS OF CONTRACTOR

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

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

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

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

## SECTION 13. TERMINATION

### A. City's Right to Terminate

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

## B. Contractor' s Right to Terminate

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

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

## SECTION 14. DAMAGE OR DESTRUCTION

### A. Partial Destruction

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

### B. Total Destruction

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

### C. Damage Near End of Term

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

## SECTION 15. SUCCESSORS AND ASSIGNS

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

## SECTION 16. ASSIGNABILITY

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

## SECTION 17. WAIVER

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

## SECTION 18. COMPLIANCE WITH LAWS

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

## SECTION 19. GOVERNING LAW

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

## SECTION 20. EQUAL EMPLOYMENT OPPORTUNITIES

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

### A. Nondiscrimination

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

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

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

C. **Information and Reports:**

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

D. **Incorporation of Provisions**

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

## SECTION 21. INDEMNIFICATION

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

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

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

## SECTION 22. INSURANCE

### A. Policies

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

#### 1. Commercial Crime Policy

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

#### 2. Comprehensive Commercial General Liability

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

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

#### 3. Auto Insurance

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

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

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

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

#### 5. Garage Keepers' Legal Liability

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

- a. Collision or overturn
- b. Comprehensive

### B. Additional Requirements

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

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

### C. Severability of Interest

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

### D. Proof of Coverage

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

## SECTION 23. MISCELLANEOUS

### A. Integrated: Modification

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

**B. Section Headings**

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

**C. Severability**

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

**D. Time of Essence**

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

**E. Authority**

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

**F. Covenants against Contingent Fees**

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

**G. Business License.**

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

**H. Conflict of Interest.**

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

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

#### SECTION 26. NOTICES

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

To City:

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

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

To Contractor:

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

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

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

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

CITY: City of La Vista

Contractor: ABM Industry Groups

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

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

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

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

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

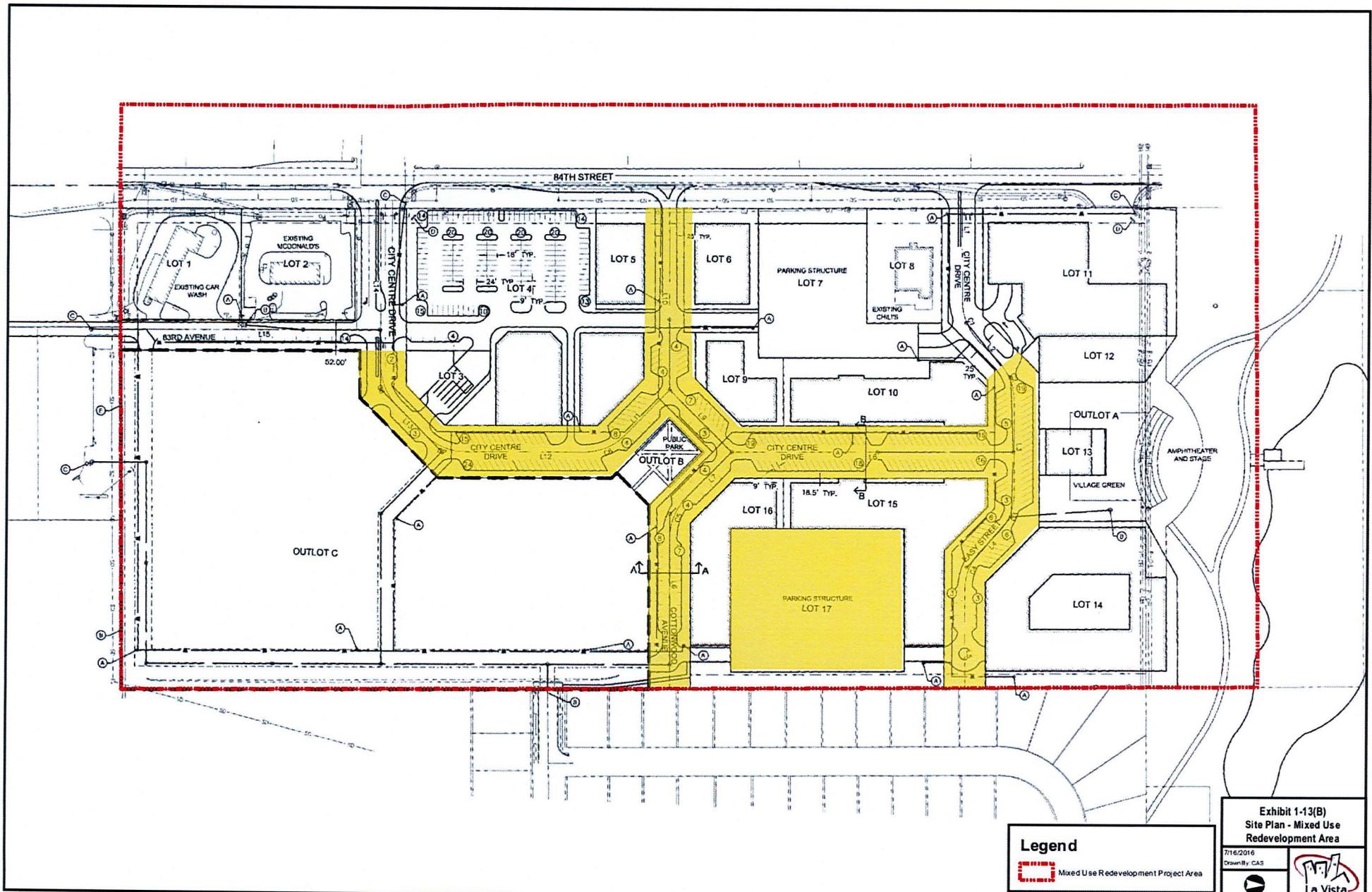
Title: \_\_\_\_\_

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

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

# Exhibit A

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# Exhibit B

# ORDINANCE RECORD

No. 728-REFIELD & COMPANY INC., OMAHA

|  |  |
|--|--|
| Charging Station Fees  |  |
| Standard Charge Station  | \$2/hr. – First 6 hours<br>\$0.33/min. after 6 hours   |
| Rapid Charge Station   | \$5/hr. – First 2 hours<br>\$.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<br>\$ 15 each if not<br>spayed/neutered<br>\$ 10 each (delinquent) if<br>spayed/neutered<br>\$ 30 each (delinquent) if not<br>spayed/neutered |
| Senior Citizen Discount (Age 65+)  | Free if spayed/neutered  |
| Dog License Fee (per dog – limit 3)  | \$ 5 each if spayed/neutered<br>\$ 15 each if not<br>spayed/neutered<br>\$ 10 each (delinquent) if<br>spayed/neutered<br>\$ 30 each (delinquent) if not<br>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)   | \$2,000  |
| Handicap Parking Permit Application Fee<br>State   | \$ Currently Not Charging Per  |
| Natural Gas Franchisee Rate Filing Fee<br>(For rate changes not associated w/the cost of purchased gas.) | Per Agreement  |
| Open Burning Permit  | \$ 10  |
| <b>Parking Permit Fees:</b>  |  |
| Monthly Parking – Covered Stall  | \$50/Month per permit  |
| Monthly Parking – Uncovered Stall  | \$25/Month per permit  |
| Off-Street Parking – 3 hours free (\$0), after which   | \$1.00/hr. up to \$10/day  |
| (Parking Day runs 6a.m. – 6a.m.)   |  |
| On-Street Parking – free (\$0) with three (3) hour limit   |  |
| <b>Parking Ticket Fees</b>   |  |
| If paid within 7 days of violation date  | \$ 20 (\$5 + \$15 admin fee)   |
| If paid after 7 days of violation date but within 30 days  | \$ 25 (\$10 + \$15 admin fee)  |
| If paid after 30 days of violation date  | \$ 35 (\$20 + \$15 admin fee)  |
| <b>Pawnbroker Permit Fees:</b>   |  |
| Initial  | \$ 150   |
| Annual Renewal   | \$ 100   |

# Exhibit C

**City Of La Vista**  
**Estimated Year 1 Parking Budget**

**EXPENSES**

**Parking Payroll**

|  |                  |  |
|--|------------------|--|
|  |                  | (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 Expense                          | \$60,840         |  |
| 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         |  |
|  |                  |  |
| <b>Other Expenses</b>                    |                  |  |
| 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  |
| <b>TOTAL OPERATING EXPENSES</b>          | <b>\$157,312</b> |  |
| <b>NET OPERATING INCOME</b>              |                  |  |

# Exhibit D

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

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

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

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

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



# MULHALL'S

## 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:*