

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**December 6, 2022**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the November 15, 2022 City Council Meeting**
3. **Approval of the Minutes of the November 14, 2022 Joint Workshop**
4. **Approval of the Minutes of the November 10, 2022 Library Advisory Board Meeting**
5. **Occupation Tax Report**
6. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$21,962.00**
7. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$1,163,377.00**
8. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$11,735.13**
9. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$7,175.50**
10. **Request for Payment – MAPA – Professional Services – Applewood Creek Trail – \$21,987.00**
11. **Request for Payment – Nebraska Department of Transportation – Construction Services – Applewood Creek Trail – \$167,246.13**
12. **Request for Payment – Mackie Construction – Construction Services – Central Park Access Road – Park View Blvd – \$368,080.23**
13. **Request for Payment – Brian Smiles – Professional Services – Storm Water Public Education & Outreach – \$1,200.00**
14. **Resolution – Approve Change Order – Sewer Jet Truck**
15. **Approval of Claims**

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

**B. Ordinance – Approve Non-Exclusive Franchise Agreement – Allo La Vista, LLC**

**C. Amend Various Sections of the La Vista Municipal Code**

1. **Ordinance – Amend Sections 30.15, 30.41 and 30.47**
2. **Ordinance – Amend Section 31.22**
3. **Ordinance – Amend Sections 33.15, 33.16 and 33.22**
4. **Ordinance – Amend Sections 35.46, 35.47, 35.48, 35.49 and 35.50**
5. **Ordinance – Amend Sections 114.01, 114.02, 114.24, 114.27, 114.30 and 114.31**
6. **Ordinance – Amend Section 130.02**
7. **Ordinance – Amend Section 150.17**

**D. Resolution – Award Bid – East La Vista Sewer & Pavement Rehabilitation**

**E. Resolution – Authorize Request for Bids – Terry Dr, Lillian Ave and S. 78<sup>th</sup> St Pavement Rehabilitation**

**F. Resolution – Application for Replat – Lot 51A Centech Business Park – Replat Six**

**\*\* G. Executive Session – Personnel**

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

**\*\*Amended December 5, 2022 4:00PM**

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

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**December 6, 2022**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the November 15, 2022 City Council Meeting**
3. **Approval of the Minutes of the November 14, 2022 Joint Workshop**
4. **Approval of the Minutes of the November 10, 2022 Library Advisory Board Meeting**
5. **Occupation Tax Report**
6. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking Phase 1 – \$21,962.00**
7. **Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$1,163,377.00**
8. **Request for Payment – Benesch – Professional Services – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St Pavement Rehabilitation – \$11,735.13**
9. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$7,175.50**
10. **Request for Payment – MAPA – Professional Services – Applewood Creek Trail – \$21,987.00**
11. **Request for Payment – Nebraska Department of Transportation – Construction Services – Applewood Creek Trail – \$167,246.13**
12. **Request for Payment – Mackie Construction – Construction Services – Central Park Access Road – Park View Blvd – \$368,080.23**
13. **Request for Payment – Brian Smiles – Professional Services – Storm Water Public Education & Outreach – \$1,200.00**
14. **Resolution – Approve Change Order – Sewer Jet Truck**
15. **Approval of Claims**

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

**B. Ordinance – Approve Non-Exclusive Franchise Agreement – Allo La Vista, LLC**

**C. Amend Various Sections of the La Vista Municipal Code**

1. **Ordinance – Amend Sections 30.15, 30.41 and 30.47**
2. **Ordinance – Amend Section 31.22**
3. **Ordinance – Amend Sections 33.15, 33.16 and 33.22**
4. **Ordinance – Amend Sections 35.46, 35.47, 35.48, 35.49 and 35.50**
5. **Ordinance – Amend Sections 114.01, 114.02, 114.24, 114.27, 114.30 and 114.31**
6. **Ordinance – Amend Section 130.02**
7. **Ordinance – Amend Section 150.17**

**D. Resolution – Award Bid – East La Vista Sewer & Pavement Rehabilitation**

**E. Resolution – Authorize Request for Bids – Terry Dr, Lillian Ave and S. 78<sup>th</sup> St Pavement Rehabilitation**

**F. Resolution – Application for Replat – Lot 51A Centech Business Park – Replat Six**

**\*\* G. Executive Session – Personnel**

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

**\*\*Amended December 5, 2022 4:00PM**

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

**LA VISTA CITY COUNCIL  
MEETING  
November 15, 2022**

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 15, 2022. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas and Sell. Also in attendance were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Bueche, Chief of Police Lausten, Director of Administrative Services Pokorny, Director of Public Works Soucie, Library Director Barcal, Recreation Director Stopak, Community Development Director Fountain, Human Resources Director Lowery and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on November 2, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

**A. CONSENT AGENDA**

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE NOVEMBER 1, 2022 CITY COUNCIL MEETING**
- 3. APPROVAL OF THE MINUTES OF THE SEPTEMBER 8, 2022 LIBRARY ADVISORY BOARD MEETING**
- 4. MONTHLY FINANCIAL REPORT – SEPTEMBER 2022**
- 5. REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER CONNECTION FEES – \$75,341.65**
- 6. REQUEST FOR PAYMENT – SAMPSON CONSTRUCTION – CONSTRUCTION SERVICES – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 2 – \$793,057.00**
- 7. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$25,188.50**
- 8. REQUEST FOR PAYMENT – FELSBURG, HOLT & ULLEVIG – PROFESSIONAL SERVICES – 84<sup>TH</sup> STREET SIGNAL IMPROVEMENTS – \$740.00**
- 9. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$9,418.50**
- 10. RESOLUTION NO. 22-106 – AUTHORIZE SIGNATURE – YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**
- 11. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$3,814.05**
- 12. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – CENTRAL PARK IMPROVEMENTS – \$635.00**
- 13. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$833,381.00**
- 14. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING STRUCTURE 2 – \$10,999.95**
- 15. REQUEST FOR PAYMENT – CITY CENTRE MUSIC VENUE, LLC & ASTRO THEATER, LLC – DISBURSEMENT OF EDP AWARD FUNDS – \$634,848.49**
- 16. RESOLUTION NO. 22-112 – APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBER**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF A SAFETY STEERING COMMITTEE MEMBER.

WHEREAS, The City Council of the City of La Vista has determined that appointments to the La Vista Safety Steering Committee are necessary; and

# MINUTE RECORD

November 15, 2022

No. 729 — REDFIELD DIRECT E2106195KV

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointment complies with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following city employee to the La Vista Safety Steering Committee for the term specified:

Wendy Lowery Employer Representative (fill vacancy) 2 year term through 4/2024

## 17. APPROVAL OF CLAIMS

|   |            |
|---|------------|
| 1000 BULBS, bld&grnds                   | 519.95     |
| ACTION BATTERIES, supplies              | 25.59      |
| ACTIVE NETWORK LLC                      | 116.51     |
| AKRS EQUIPMENT, maint.                  | 18.72      |
| ALFRED BENESCH & CO, services           | 8,675.75   |
| AMAZON, supplies                        | 1,717.29   |
| AMERICAN HERITAGE LIFE INS, services    | 1,198.54   |
| BACON LETTUCE CREATIVE, services        | 2,340.00   |
| BARCAL, D.J., services                  | 50.00      |
| BJSA-BELLEVUE JR SPORTS ASSN, services  | 600.00     |
| CARAHSOFT TECH CORP, services           | 234.00     |
| CATERPILLAR FINANCIAL, services         | 1,160.31   |
| CENTURY LINK/LUMEN, phones              | 367.85     |
| CHAPMAN, YASMINE B, services            | 754.55     |
| CINTAS CORP, services                   | 18.07      |
| COMP CHOICE INC, services               | 222.00     |
| CORNHUSKER INTL TRUCKS INC, maint.      | 250.00     |
| COX COMMUNICATIONS INC, services        | 470.53     |
| D & K PRODUCTS, bld&grnds               | 2,928.40   |
| DARECATALOG.COM, supplies               | 880.40     |
| DEARBORN NAT'L LIFE INS, services       | 7,733.40   |
| HALE, D., travel                        | 352.00     |
| DOG WASTE DEPOT, supplies               | 684.00     |
| EDGEWEAR SCREEN PRINTING, apparel       | 56.00      |
| FERGUSON ENTERPRISES, supplies          | 166.16     |
| GENERAL TRAFFIC CONTROLS, services      | 2,935.00   |
| GREAT PLAINS COMMUNICATION, services    | 777.60     |
| GROSS BELGIANS INC, services            | 2,800.00   |
| HDR ENGINEERING INC, services           | 1,629.29   |
| HOME DEPOT, supplies                    | 99.00      |
| HY-VEE INC, services                    | 4,160.64   |
| INDUSTRIAL SALES CO, supplies           | 91.57      |
| INOTEK LLC, services                    | 6,740.00   |
| K & J ELITE SPORTS TURF, services       | 4,350.00   |
| KANOPY INC, media                       | 90.00      |
| KASEYA US LLC, services                 | 1,248.30   |
| KEATING O'GARA NEDVED & PETER, services | 600.00     |
| KELLER, R., services                    | 150.00     |
| KINDIG, D., travel                      | 160.00     |
| LABRIE, DONALD P, services              | 337.50     |
| LINCOLN NAT'L LIFE INS, services        | 6,389.68   |
| MEDICA INSURANCE CO, services           | 117,663.73 |
| METALAB LLC, services                   | 2,000.00   |
| METLIFE, services                       | 1,116.50   |
| METRO AREA TRANSIT, services            | 817.00     |
| METRO COMM COLLEGE, services            | 17,243.93  |
| MID-AMERICAN BENEFITS INC, services     | 10,002.74  |



# MINUTE RECORD

November 15, 2022

No. 729 — REDFIELD DIRECT E2106195KV

|                                       |            |
|---------------------------------------|------------|
| MIKTOM INC, services                  | 4,000.00   |
| NE DEPT OF REVENUE, lottery taxes     | 74,754.00  |
| NE LAW ENFORCEMENT, services          | 19.25      |
| NE LIBRARY COMMISSION, services       | 48.65      |
| OCLC INC, services                    | 164.37     |
| OFFICE DEPOT INC, supplies            | 216.25     |
| OLSSON INC, services                  | 147.25     |
| OMNI ENGINEERING, services            | 1,438.60   |
| O'REILLY AUTO PARTS, maint.           | 1,675.08   |
| PAPILLION SANITATION, services        | 445.13     |
| PAYROLL MAXX, payroll & taxes         | 524,434.57 |
| PETTY CASH, supplies                  | 234.07     |
| PITNEY BOWES, services                | 429.99     |
| PORT-A-JOHNS, services                | 320.00     |
| QUICK, T., travel                     | 352.00     |
| RDG PLANNING & DESIGN, services       | 48,817.00  |
| ROBERT HALF, services                 | 1,981.28   |
| SARPY COUNTY COURTHOUSE, services     | 4,452.00   |
| SIGN IT, services                     | 626.00     |
| SOUTHERN UNIFORM, apparel             | 55.25      |
| SUBURBAN NEWSPAPERS INC, services     | 738.21     |
| THE COLONIAL PRESS, services          | 1,432.41   |
| THE SCHEMMER ASSOCIATES INC, services | 1,365.00   |
| THEATRICAL MEDIA, services            | 1,460.00   |
| TK ELEVATOR CORP, services            | 418.98     |
| TRANS UNION RISK, services            | 75.00      |
| U.S. CELLULAR, phones                 | 2,346.81   |
| UNITE PRIVATE NETWORKS LLC, services  | 4,400.00   |
| USI EDUCATION, services               | 1,375.00   |
| VAN-WALL EQUIPMENT, maint.            | 241.61     |
| VIERREGGER ELECTRIC CO, services      | 1,300.00   |
| WALMART, supplies                     | 624.03     |
| WETUSKI, K., travel                   | 160.00     |

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

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

Communication Manager Beaumont showed 2 film reels from 1989.

Recreation Director Scott Stopak reported on holiday hours and upcoming holiday events.

Chief of Police Lausten reported on the upcoming Police Academy Graduation.

Director of Public Works Soucie reported on current projects and the leaf collection dumpster available through November 23rd.

## **GROW SARPY – THIRD QUARTER REPORT**

Josh Charvat with Grow Sarpy presented the third quarter report.

## **B. RESOLUTION – AUTHORIZE PURCHASE – TIRE MACHINE AND BALANCER**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 22-113 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) HUNTER TABLETOP TIRE CHANGER AND ONE (1) HUNTER SMART WEIGHT PRO

# MINUTE RECORD

November 15, 2022

No. 729 -- REDFIELD DIRECT E2106195KV

BALANCER FROM DANIELSON TECH SUPPLY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$19,200.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Tire Changer and Balancer is necessary; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) Hunter Tabletop Tire Changer and one (1) Hunter Smart Weight Pro Balancer from Danielson Tech Supply, Omaha, Nebraska in an amount not to exceed \$19,200.00.

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

## **C. RESOLUTION – AUTHORIZE PURCHASE – POLICE VEHICLES**

Councilmember Sell introduced and moved for the adoption of Resolution No. 22-114 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO APPROVE THE PURCHASE OF FIVE (5) 2023 FORD POLICE INTECEPTOR UTILITY VEHICLES FROM ANDERSON FORD, LINCOLN, NEBRASKA ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS; AND RADIOS FROM MOTOROLA SOLUTIONS, CHICAGO, ILLINOIS; IN AN AMOUNT NOT TO EXCEED \$340,000.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of police vehicles is necessary, and

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

WHEREAS, the State of Nebraska did receive bids for 2023 police vehicles, and

WHEREAS, Anderson Ford, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2023 Ford Police Interceptor Utility vehicles and will extend that price to the City of La Vista, and

WHEREAS, 911 Customs is a highly qualified and specialty emergency vehicle up-fitter, and

WHEREAS, Motorola Solutions will supply the radios for four (4) police vehicles, and

WHEREAS, up-fittings and radio will be used for one (1) police vehicle which replaces a vehicle involved in a collision, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of five (5) 2023 Ford Police Interceptor Utility Vehicles from Anderson Ford, Lincoln, Nebraska, up-fitting from 911 Custom, Overland Park, KS, and radios from Motorola Solutions, Chicago, IL; in an amount not to exceed \$340,000.00.

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

# MINUTE RECORD

November 15, 2022

No. 729 -- REDFIELD DIRECT E2106195KV

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig commented on the Soup Supper on Monday, November 28<sup>th</sup> and about the State Senator races which are still undecided.

At 6:30 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas and Sell. Nays: None. Abstain: None. Absent: Quick, Frey and Hale. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

**LA VISTA CITY COUNCIL & PLANNING COMMISSION  
JOINT WORKSHOP  
November 14, 2022**

A joint workshop of the City Council & Planning Commission of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on November 14, 2022 at the La Vista City Annex. Present were Councilmembers: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also present were Planning Commission members: Coghlan, Krzywicki, Dale, Alexander, Wetuski, Malmquist and Circo. Also in attendance were City Attorney McKeon, City Administrator Gunn, City Clerk Buethe, Chief of Police Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Community Development Director Fountain, Deputy Community Development Director Solberg and Assistant Planner Brodersen.

A notice of the workshop was given in advance thereof by publication in the Times on November 9, 2022. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Notice was also simultaneously given to Planning Commission members. Availability of the agenda was communicated to the Mayor and City Council and to Planning Commission members in the advance notice of the workshop. All proceedings shown were taken while the convened workshop was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said workshop which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

Mayor Kindig welcomed the public, the City Council and the Planning Commission to the work session. The Mayor stated that there would be no public comment at this meeting as this would be a discussion for the Mayor, City Council and Planning Commission. The Mayor stated that there would be opportunities at a future Planning Commission meeting and future City Council meeting when this plan is brought forward at those meetings.

**A. DISCUSSION – LAND USE**

City Administrator Gunn provided some background information on the land use plan and its importance to the City. Gunn stated that, throughout the history of the City of La Vista, the Planning Commission and City Council have had very good foresight on the future and planning of the City. She stated the I-80 interchange at Giles and City Centre are examples of that foresight and planning.

Amy Haase with RDG Planning Design gave background on the reason for a land use plan and what it is and the process used to build the draft land use plan. Haase went through the current state of the City regarding visitors, vacant spaces, households and limits in opportunities for current and future residents. Haase presented market projections of the city in comparison to other cities of the same size in the Midwest. She provided information on the future land use plan including land use principles, framework, shifts, uses and opportunities. Opportunity areas which were covered were: Lower Southport West, Brentwood Square, Hillcrest Plaza, 108<sup>th</sup> & Giles, The Original 9's, La Vista Sports Complex and City Century Environs.

Haase told the group that the development process in the land use plan does not change, this just gives officials tools for making good decisions. With this plan, proposals are brought to staff for review and decisions will be handled by staff when those proposals conform to the comprehensive plan, land use map and zoning regulations. Amendments to the plan, rezonings, CUPs, and PUDs will come before Planning Commission and City Council.

Next steps would include: 1. Amend the Comprehensive Plan and Future Land Use Map through public hearings (Planning Commission and City Council). 2. Begin updates of the zoning ordinance as needed to streamline the process and provide consistency. The complete update of the Zoning & Subdivision Regulations is budgeted for 2024.

Discussion was held and included the ability to approve the land use map without looking at zoning, concerns with parking and the change in business capabilities, whether this is a good model for a climate such as ours, types of housing in denser areas, addition of more condominium type of housing (allowing people to leave for a

# MINUTE RECORD

November 14, 2022

No. 729 — REDFIELD DIRECT E2106195KV

few months and have things taken care of).

Mayor Kindig encouraged the members of the City Council and Planning Commission to take the information they have received and look at it further and call staff with any questions before this comes up in meetings, potentially in December.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 7:48 p.m. Mayor Kindig declared the workshop adjourned.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

## MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

### MINUTES OF MEETING November 10, 2022

Members Present:      Rose Barcal                      Cindi Hearn              Connie Novacek  
                                  Kim Schmit-Pokorny      Carol Westlund  
 Members Absent:      Huyen-Yen Hoang

#### Agenda Item #1: Call to Order

The meeting was called to order at 5:30 p.m.

#### Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

#### Agenda Item #3: Introductions

There were no introductions.

#### Agenda Item #4: Approval of Minutes of September 8, 2022 Meeting

It was moved by Novacek and seconded by Schmit-Pokorny that the September 8, 2022 minutes be accepted as presented. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.

#### Agenda Item #5: Library Director's Report

- a. Programs: highlights of programming were given including the cessation of the retirement sessions per the city administration's decision based on the recommendation of the city attorney. The buy local craft fair saw approximately 800 visitors.
- b. Employee update: Barcal has received and accepted the resignation of Megan Hunter, evening and weekend Circulation Clerk I.
- c. Library Meetings were reviewed including the Sarpy library directors' signing internationally known author Alex Kava for a May 2023 appearance. A meeting took place on October 5 with the new Metropolitan Community College (MCC) Sarpy Center manager, Todd Hansen. Barcal met with a 2023 University of Nebraska – Omaha practicum student who will be needing sixty hours of study. There was an Apollo User Meeting in Seward.
- d. General Library Information included online resource, Newsbank, has been expanded to include international publications and a quote for LinkedIn, formerly Lydia, was almost double what the library pays for the Universal Class license. HotSpots for staff use are on order. A request to utilize room 145 for GED and ELL classes has been sent to MCC staff. Two internships have been requested to be paid by a private donor.

#### Agenda Item #6: Circulation Report

Barcal distributed monthly circulation reports. A discussion was held concerning a reduction of categories and including new collections and collections of interest.

#### Agenda Item #7: Old Business

- a. Department Plan Development Strategy. The library's plan is being updated with a timeline.

- b. Social Media in the Library Region. Staff are working on a social media survey for the public and the possibility of teen programming involving social media.
- c. 2022 Summer Reading Program. Monthly programming reports for June and July were distributed.
- d. FY23 Budget: Requests
  - i. Full-time Administrative Assistant. A part-time position of twenty hours per week was approved by City Council. The job description is being updated to reflect this change.
- e. Library Security Cameras. A copy of the city's policy has been requested.

#### Agenda Item #8: New Business

- a. Grants
  - i. Three Rivers Library System: Continuing Education. Jodi Norton submitted a grant to attend the Association of School Library Conference in Kansas City and received \$450. Norton will be submitting an article about her experience.
  - ii. La Vista Community Foundation
    - i. Board Games: Rachel Bachman, Children's Librarian, submitted a grant requesting \$1,300 to update the library's board game collection.
    - ii. Heat Press: Cedate Shultz, Public Services Librarian, submitted a grant requesting \$1,954 to purchase a heat press and mug press to added to the library's makerspace.
- b. National Medal for Museums and Library Service Nomination. Congressman Don Bacon nominated the library. Barcal submitted a nomination form on October 31. Letters of support were requested from additional congressional members as well as three community members. Finalists (fifteen museums and fifteen libraries) will be named in spring of 2023.
- c. Omaha's Henry Doorly Zoo and Aquarium Ticket Program. The La Vista Library was generously included in this year's program to distribute zoo tickets to current library card holders on a first-come, first-serve basis. In one week, all fifty tickets were distributed.
- d. Partnership with Nebraska Library Commission and Nebraska Commission for the Blind and Visually Impaired: ONYX Deskset HD. The ONYX Deskset HD has been delivered to the library and is on loan. This video magnifier aids in visual assistance. There is a YouTube demonstration available.
- e. Partnership with Omaha Astronomical Society: Telescope Kit. The library was approached by the society to purchase a telescope. The society was able to secure all items to the telescope and suggest book titles and kit items. They also provided training for staff. The board requested fliers for this as well as the ONYX Deskset HD.
- f. State Report FY22. Statistics are being gathered and an educational webinar viewed concerning the changes for the state report. Barcal will submit and report back to the board.
- g. Change of Library Advisory Board Meeting Time. Discussion was held concerning the board meeting times. It was moved by Schmit-Pokorny and seconded by Novacek to move the Library Advisory Board Meeting time from 5:30 p.m. to 6:00 p.m. effective in January of 2023. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.
- h. Library Board Meeting Dates for 2023
  - i. January 12
  - ii. March 9
  - iii. May 11
  - iv. July 13
  - v. September 14
  - vi. November 9

It was moved by Hearn and seconded by Novacek to accept the library board meeting dates for 2023 as presented. Board members voting aye: Hearn, Novacek, Schmit-Pokorny, and Westlund. Nays: none. Abstain: none. Absent: Hoang. Motion carried.

Agenda Item #9: Comments from the Floor

There were no comments from the Floor.

Agenda Item #10: Comments from the Board

Schmit-Pokorny asked about the small library calendars. Barcal reported that they have been ordered and should arrive by the end of the month.

Agenda Item #11: Adjournment

There was a motion by Westlund and second by Hearn to adjourn the meeting at 6:32 p.m.

The next meeting is scheduled for January 12<sup>th</sup>, 2023 at 6:00 p.m. at the La Vista Public Library.



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>                 | <b>Type:</b>                              | <b>Submitted By:</b>     |
|---------------------------------|---|--------------------------|
| ANNUAL OCCUPATION<br>TAX REPORT | RESOLUTION<br>ORDINANCE<br>◆ RECEIVE/FILE | PAM BUETHE<br>CITY CLERK |

**SYNOPSIS**

A report has been prepared in accordance with Nebraska Revised Statutes 18-1208 requiring an annual report on the City's collection of occupation taxes.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

N/A

**BACKGROUND**

With an effective date of September 1, 2019, LB 445 required municipalities that impose occupation taxes to provide an annual report on the collection and use of the occupation taxes within 90 days of the end of a fiscal year. The following Annual Occupation Tax Report satisfies the state law requirements.

**City of La Vista**  
**Annual Occupation Tax Report**  
**Fiscal Year Ending September 30, 2022**

| Occupation Tax                                 | Amount             | Fund    | Purpose   | Termination |
|--|--------------------|---------|---|-------------|
| Liquor and Tobacco                             | \$37,110           | General | 70% to General Fund Operating Expenses & 30% distributed to Papillion-La Vista Public Schools | None        |
| Entertainment                                  | \$1,980            | General | General Fund Operations   | None        |
| Phone Occupation Tax                           | \$146,784          | General | General Fund Operations   | None        |
| Hotel Occupation Tax                           | \$995,690          | General | General Fund Operations   | None        |
| Restaurants and Drinking Places Occupation Tax | \$1,132,032        | General | General Fund Operations   | None        |
| Professional Services                          | \$22,220           | General | General Fund Operations   | None        |
| Business Occupation Tax                        | \$53,814           | General | General Fund Operations   | None        |
| <b>Total</b>                                   | <b>\$2,389,630</b> |         |   |             |
|  |                    |         |   |             |

In accordance with Neb. Rev. Statutes 18-1208 as amended by LB445 effective September 1, 2019



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

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

October 31, 2022  
Project No: R3003.066.01  
Invoice No: 52348

Project R3003.066.01 City of La Vista - Placemaking Ph1 SD-CA  
**Professional Services through October 31, 2022**  
**Fee**

| Billing Phase           | Fee        | Billed % | Earned     | Prior Fee  | Current Fee      |
|-------------------------|------------|----------|------------|------------|------------------|
| Schematic Design        | 149,000.00 | 100.00   | 149,000.00 | 149,000.00 | 0.00             |
| Design Development      | 180,000.00 | 100.00   | 180,000.00 | 180,000.00 | 0.00             |
| Construction Documents  | 275,330.00 | 100.00   | 275,330.00 | 275,330.00 | 0.00             |
| Bidding/Negotiation     | 44,000.00  | 100.00   | 44,000.00  | 44,000.00  | 0.00             |
| Contract Administration | 244,000.00 | 49.00    | 119,560.00 | 97,600.00  | 21,960.00        |
| Total Fee               | 892,330.00 |          | 767,890.00 | 745,930.00 | 21,960.00        |
| <b>Total Fee</b>        |            |          |            |            | <b>21,960.00</b> |

#### Reimbursable Expenses

|                            |  |  |  |             |             |
|----------------------------|--|--|--|-------------|-------------|
| Printing                   |  |  |  | 2.00        |             |
| <b>Total Reimbursables</b> |  |  |  | <b>2.00</b> | <b>2.00</b> |

#### Billing Limits

|           | Current | Prior    | To-Date  |
|-----------|---------|----------|----------|
| Expenses  | 2.00    | 1,404.66 | 1,406.66 |
| Limit     |         |          | 8,600.00 |
| Remaining |         |          | 7,193.34 |

**Total this Invoice \$21,962.00**

#### Outstanding Invoices

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 52080        | 9/30/2022 | 48,817.00        |
| <b>Total</b> |           | <b>48,817.00</b> |

*R. Ramirez*  
*11-17-22*

*16,710,917.000*  
*PARK 18001*





**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

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

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

APPLICATION NO 12

Distribution to:

☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☐  
☐

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

VIA ARCHITECT: Matthew Gulsvig @ DLR Group

[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)[dpenka@dlrgroup.com](mailto:dpenka@dlrgroup.com)[pnattermann@dlrgroup.com](mailto:pnattermann@dlrgroup.com)

PERIOD TO: 11/30/2022

PROJECT NOS: 21108

CONTRACT FOR: General

CONTRACT DATE: September 22, 2021

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

|   |    |               |
|---|----|---------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 12,514,000.00 |
| 2. Net change by Change Orders  | \$ | (43,724.57)   |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)                                      | \$ | 12,470,275.43 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | 6,960,700.00  |
| 5. RETAINAGE:   |    |               |
| a. 10 % of Completed Work (Column D + E on G703)                          |    | 696,070.00    |
| b. % of Stored Material (Column F on G703)                                | \$ |               |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ | 696,070.00    |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | 6,264,630.00  |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 5,101,253.00  |
| 8. CURRENT PAYMENT DUE  | \$ | 1,163,377.00  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | 6,205,645.43  |

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS  |
|--|---------------|-------------|
| Total changes approved in previous months by Owner |               | \$43,724.57 |
| Total approved this Month                          |               |             |
| TOTALS   | \$0.00        | \$43,724.57 |
| NET CHANGES by Change Order                        | (\$43,724.57) |             |

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

CONTRACTOR: Sampson Construction Co., Inc.

By: 

Date: 11/28/22

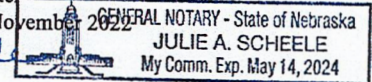
State of: Nebraska

County of: Lancaster

Subscribed and sworn to before me this 28th day of November 2022

Notary Public: 

My Commission expires: 5-14-2024

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 1,163,377.00

PA- THIS AMOUNT

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

ARCHITECT: DLR Group

By: Matthew Gulsvig, AIA

Digitally signed by Matthew Gulsvig, AIA  
DN: C=US, E=mgulsvig@dlrgroup.com, O=DLR  
Group, OU=Architect, CN=Matthew Gulsvig, AIA  
Date: 2022.11.28 16:55:33-0500

Date: 11/28/2022

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

OK TO PA-1  
PMD 11/30/22  
15.71.0917.ccc - CMDU 18002

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 12

APPLICATION DATE: 11/28/2022

PERIOD TO: 11/30/2022

ARCHITECT'S PROJECT NO: 21108

## LAVISTA PARKING GARAGE 2

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK              | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G  |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|---------------------------------------|-------------------------|---|-------------|---|--|--------------|--------------------------------------|---|
|                  |                                       |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |   | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |   |
| 1                | REINFORCING STEEL                     | 701,000                 | 601,728                                 | 5,622       |   | 607,350  | 87%          | 93,650                               | 60,735                                  |
| 2                | POST TENSION CABLE                    | 197,000                 | 197,000                                 |             |   | 197,000  | 100%         |                                      | 19,700                                  |
| 3                | FOOTINGS & POURED WALLS               | 1,239,000               | 1,239,000                               |             |   | 1,239,000  | 100%         |                                      | 123,900                                 |
| 4                | CAST IN PLACE COLUMNS                 | 233,000                 | 118,530                                 | 51,000      |   | 169,530  | 73%          | 63,470                               | 16,953                                  |
| 5                | SLAB AND BEAM FORMWORK                | 1,426,000               | 700,376                                 | 350,000     |   | 1,050,376  | 74%          | 375,624                              | 105,038                                 |
| 6                | CONCRETE SLABS                        | 1,761,000               | 866,490                                 | 403,971     |   | 1,270,461  | 72%          | 490,539                              | 127,046                                 |
| 7                | STRUCTURAL PRECAST                    | 1,522,000               | 230,072                                 | 385,068     |   | 615,140  | 40%          | 906,860                              | 61,514                                  |
| 8                | MASONRY                               | 39,000                  |   |             |   |  |              | 39,000                               | 0                                       |
| 9                | STEEL MATERIAL                        | 349,000                 | 269,190                                 |             |   | 269,190  | 77%          | 79,810                               | 26,919                                  |
| 10               | STEEL & PRECAST ERECTION              | 199,000                 |   |             |   |  |              | 199,000                              | 0                                       |
| 11               | ROUGH CARPENTRY                       | 6,000                   |   |             |   |  |              | 6,000                                | 0                                       |
| 12               | SPRAY FOAM INSULATION                 | 6,000                   |   |             |   |  |              | 6,000                                | 0                                       |
| 13               | TRAFFIC COATING                       | 8,000                   |   |             |   |  |              | 8,000                                | 0                                       |
| 14               | WATERPROOFING                         | 65,000                  |   |             |   |  |              | 65,000                               | 0                                       |
| 15               | WATER REPELLANTS                      | 16,000                  |   |             |   |  |              | 16,000                               | 0                                       |
| 16               | ROOFING & FLASHING                    | 62,000                  |   |             |   |  |              | 62,000                               | 0                                       |
| 17               | METAL WALL PANELS                     | 941,000                 | 112,800                                 |             |   | 112,800  | 12%          | 828,200                              | 11,280                                  |
| 18               | JOINT SEALANTS                        | 55,000                  |   |             |   |  |              | 55,000                               | 0                                       |
| 19               | PREFORMED JOINT SEALS                 | 23,000                  |   |             |   |  |              | 23,000                               | 0                                       |
| 20               | FIRESTOPPING                          | 6,000                   |   |             |   |  |              | 6,000                                | 0                                       |
| 21               | HOLLOW METAL FRAMES/DOORS/HARDWARE    | 44,000                  | 36,240                                  |             |   | 36,240   | 82%          | 7,760                                | 3,624                                   |
| 22               | ALUMINUM & GLAZING                    | 305,000                 | 60,838                                  |             |   | 60,838   | 20%          | 244,162                              | 6,084                                   |
| 23               | METAL STUDS & DRYWALL                 | 108,000                 |   |             |   |  |              | 108,000                              | 0                                       |
| 24               | TILE & RESILIENT FLOORING             | 4,000                   |   |             |   |  |              | 4,000                                | 0                                       |
| 25               | PAINT                                 | 230,000                 | 5,380                                   |             |   | 5,380  | 2%           | 224,620                              | 538                                     |
| 26               | SEALED CONCRETE                       | 102,000                 |   |             |   |  |              | 102,000                              | 0                                       |
| 27               | MISC. SPECIALTIES                     | 5,000                   | 4,561                                   |             |   | 4,561  | 91%          | 439                                  | 456                                     |
| 28               | SIGNAGE                               | 108,000                 |   |             |   |  |              | 108,000                              | 0                                       |
| 29               | PARKING ACCESS/REVENUE CONTROL SYSTEM | 102,000                 | 5,000                                   |             |   | 5,000  | 5%           | 97,000                               | 500                                     |
| 30               | ELEVATOR                              | 265,000                 | 93,889                                  |             |   | 93,889   | 35%          | 171,111                              | 9,389                                   |

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 12

APPLICATION DATE: 11/28/2022

PERIOD TO: 11/30/2022

ARCHITECT'S PROJECT NO: 21108

## LAVISTA PARKING GARAGE 2

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK   | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |                  | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G  |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|----------------------------|-------------------------|---|------------------|---|--|--------------|--------------------------------------|---|
|                  |                            |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD      |   | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |   |
| 31               | FIRE SPRINKLER             | 47,000                  | 8,700                                   | 7,600            |   | 16,300   | 35%          | 30,700                               | 1,630                                   |
| 32               | PLUMBING & HVAC            | 352,000                 | 167,656                                 | 11,000           |   | 178,656  | 51%          | 173,344                              | 17,866                                  |
| 33               | ELECTRICAL                 | 861,000                 | 216,000                                 | 42,000           |   | 258,000  | 30%          | 603,000                              | 25,800                                  |
| 34               | EXCAVATION & SITE DEMO     | 276,000                 | 216,400                                 | 36,380           |   | 252,780  | 92%          | 23,220                               | 25,278                                  |
| 35               | AUGER CAST PILING          | 323,000                 | 323,000                                 |                  |   | 323,000  | 100%         |                                      | 32,300                                  |
| 36               | PAVING & SIDEWALKS         | 100,000                 |   |                  |   |  |              | 100,000                              | 0                                       |
| 37               | PAVEMENT MARKING           | 14,000                  |   |                  |   |  |              | 14,000                               | 0                                       |
| 38               | LANDSCAPING & IRRIGATION   | 19,000                  |   |                  |   |  |              | 19,000                               | 0                                       |
| 39               | SEGMENTAL RETAINING WALL   | 45,000                  |   |                  |   |  |              | 45,000                               | 0                                       |
| 40               | UTILITIES                  | 280,000                 | 140,172                                 |                  |   | 140,172  | 50%          | 139,828                              | 14,017                                  |
| 41               | PERFORMANCE & PAYMENT BOND | 63,000                  | 48,037                                  |                  |   | 48,037   | 76%          | 14,963                               | 4,804                                   |
| 42               | BUILDERS RISK INSURANCE    | 7,000                   | 7,000                                   |                  |   | 7,000  | 100%         |                                      | 700                                     |
| 43               | OWNER CHANGE ORDER #2      | (43,725)                |   |                  |   |  |              | (43,725)                             | 0                                       |
|                  | <b>GRAND TOTALS</b>        | <b>12,470,275</b>       | <b>5,668,059</b>                        | <b>1,292,641</b> |   | <b>6,960,700</b>                                       | <b>56%</b>   | <b>5,509,575</b>                     | <b>696,070</b>                          |



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

November 2, 2022

Project No: 00120802.00

Invoice No: 227303

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

**Professional Services from October 1, 2022 to October 23, 2022**

Task 00000 Project Management & Meetings

**Professional Personnel**

|   | Hours | Rate   | Amount   |                 |
|---|-------|--------|----------|-----------------|
| E2a Proj Scientist II, Proj Engineer II |       |        |          |                 |
| Higgins, John                           | 7.50  | 164.00 | 1,230.00 |                 |
| Parks, Thomas                           | 14.00 | 164.00 | 2,296.00 |                 |
| Totals                                  | 21.50 |        | 3,526.00 |                 |
| <b>Total Labor</b>                      |       |        |          | <b>3,526.00</b> |

**Unit Billing**

|                                  |                        |  |              |                   |
|----------------------------------|------------------------|--|--------------|-------------------|
| 2020 Chevy Equinox-WIV757 23CVNQ |                        |  |              |                   |
| 10/14/2022                       | 22.0 Miles @ 0.625     |  | 13.75        |                   |
| 2020 Chevy Equinox-WIW205 23CVNH |                        |  |              |                   |
| 10/14/2022                       | 31.0 Miles @ 0.625     |  | 19.38        |                   |
| <b>Total Units</b>               |                        |  | <b>33.13</b> | <b>33.13</b>      |
|                                  | <b>Total this Task</b> |  |              | <b>\$3,559.13</b> |

Task 00002 Preliminary Design

**Professional Personnel**

|                                      | Hours                  | Rate  | Amount   |                   |
|--------------------------------------|------------------------|-------|----------|-------------------|
| E5 Eng Tech II, Insp II, Env Tech II |                        |       |          |                   |
| Rocha, Roberto                       | 44.00                  | 91.00 | 4,004.00 |                   |
| E9 Project Assistant I Intern I      |                        |       |          |                   |
| Alajmi, Abdallah                     | 28.00                  | 67.00 | 1,876.00 |                   |
| Totals                               | 72.00                  |       | 5,880.00 |                   |
| <b>Total Labor</b>                   |                        |       |          | <b>5,880.00</b>   |
|                                      | <b>Total this Task</b> |       |          | <b>\$5,880.00</b> |

Task 00003 Final Design

|         |             |                                     |         |        |
|---------|-------------|-------------------------------------|---------|--------|
| Project | 00120802.00 | LaVista Terry, Lillian & 78th Rehab | Invoice | 227303 |
|---------|-------------|-------------------------------------|---------|--------|

# Professional Personnel

|   | Hours | Rate                   | Amount            |
|---|-------|------------------------|-------------------|
| E2a Proj Scientist II, Proj Engineer II |       |                        |                   |
| Parks, Thomas                           | 14.00 | 164.00                 | 2,296.00          |
| Totals                                  | 14.00 |                        | 2,296.00          |
| <b>Total Labor</b>                      |       |                        | <b>2,296.00</b>   |
|   |       | <b>Total this Task</b> | <b>\$2,296.00</b> |

# Billing Limits

|                | Current   | Prior    | To-Date   |
|----------------|-----------|----------|-----------|
| Total Billings | 11,735.13 | 8,675.75 | 20,410.88 |
| Limit          |           |          | 57,754.00 |
| Remaining      |           |          | 37,343.12 |

Total this Invoice \$11,735.13

# Outstanding Invoices

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 224875       | 10/7/2022 | 8,675.75        |
| <b>Total</b> |           | <b>8,675.75</b> |

OK TO PAY  
PMD 11/30/22  
05.71.0917.CCC - STR 23012



**Invoice**

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

# olsson

November 17, 2022  
 Invoice No: 439975

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

|                      |                   |
|----------------------|-------------------|
| <b>Invoice Total</b> | <b>\$7,175.50</b> |
|----------------------|-------------------|

Olsson Project # 022-03277 La Vista City Park Pavilion Testing  
 Professional services rendered through November 5, 2022 for work completed in accordance with our Agreement dated June 1, 2022.

Phase 100 Earthwork

**Labor**

|                    | Hours | Rate                    | Amount |                 |
|--------------------|-------|-------------------------|--------|-----------------|
| Technician         | 5.00  | 60.00                   | 300.00 |                 |
| Totals             | 5.00  |                         | 300.00 |                 |
| <b>Total Labor</b> |       |                         |        | <b>300.00</b>   |
|                    |       | <b>Total this Phase</b> |        | <b>\$300.00</b> |

Phase 300 Concrete

**Labor**

|                    | Hours | Rate  | Amount   |                 |
|--------------------|-------|-------|----------|-----------------|
| Technician         | 32.50 | 60.00 | 1,950.00 |                 |
| Technician Standby | 3.50  | 60.00 | 210.00   |                 |
| Totals             | 36.00 |       | 2,160.00 |                 |
| <b>Total Labor</b> |       |       |          | <b>2,160.00</b> |

**Unit Billing**

|                    |                   |       |
|--------------------|-------------------|-------|
| Field Vehicle 1313 | 14.0 Miles @ 0.75 | 10.50 |
| Field Vehicle 1425 | 30.0 Miles @ 0.75 | 22.50 |

**Compressive Strength - Concrete**

|            |                     |        |
|------------|---------------------|--------|
| 10/7/2022  | 5 Tests @ \$17/Test | 85.00  |
| 10/11/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/17/2022 | 6 Tests @ \$17/Test | 102.00 |
| 10/19/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/19/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/19/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/21/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/21/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/21/2022 | 5 Tests @ \$17/Test | 85.00  |
| 10/21/2022 | 5 Tests @ \$17/Test | 85.00  |

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

|         |           |                                     |         |        |
|---------|-----------|-------------------------------------|---------|--------|
| Project | 022-03277 | La Vista City Park Pavilion Testing | Invoice | 439975 |
|---------|-----------|-------------------------------------|---------|--------|

|           |                     |                         |                   |
|-----------|---------------------|-------------------------|-------------------|
| 11/1/2022 | 5 Tests @ \$17/Test | 85.00                   |                   |
| 11/1/2022 | 5 Tests @ \$17/Test | 85.00                   |                   |
| 11/1/2022 | 6 Tests @ \$17/Test | 102.00                  |                   |
| 11/2/2022 | 5 Tests @ \$17/Test | 85.00                   |                   |
|           | <b>Total Units</b>  | <b>1,257.00</b>         | <b>1,257.00</b>   |
|           |                     | <b>Total this Phase</b> | <b>\$3,417.00</b> |

Phase 400 Project Management

**Labor**

|                 | Hours              | Rate                    | Amount |                 |
|-----------------|--------------------|-------------------------|--------|-----------------|
| Project Manager | 3.00               | 115.00                  | 345.00 |                 |
| Administrative  | 1.75               | 55.00                   | 96.25  |                 |
| Totals          | 4.75               |                         | 441.25 |                 |
|                 | <b>Total Labor</b> |                         |        | <b>441.25</b>   |
|                 |                    | <b>Total this Phase</b> |        | <b>\$441.25</b> |

Phase 500 SWPPP

**Fee**

|                          |                 |                         |        |                 |
|--------------------------|-----------------|-------------------------|--------|-----------------|
| Number of internal units | 1.00            |                         |        |                 |
| Fee Each                 |                 |                         | 900.00 |                 |
| Subtotal                 |                 |                         | 900.00 |                 |
|                          | <b>Subtotal</b> |                         |        | <b>900.00</b>   |
|                          |                 | <b>Total this Phase</b> |        | <b>\$900.00</b> |

Phase 510 Masonry

**Labor**

|            | Hours              | Rate  | Amount |               |
|------------|--------------------|-------|--------|---------------|
| Technician | 13.75              | 60.00 | 825.00 |               |
| Totals     | 13.75              |       | 825.00 |               |
|            | <b>Total Labor</b> |       |        | <b>825.00</b> |

**Unit Billing**

|                              |                    |                         |                   |
|------------------------------|--------------------|-------------------------|-------------------|
| Field Vehicle 1434           | 33.0 Miles @ 0.75  | 24.75                   |                   |
| Compressive Strength - Grout |                    |                         |                   |
| 3 Tests @ \$20/Test          |                    | 60.00                   |                   |
| 4 Tests @ \$30/Test          |                    | 120.00                  |                   |
| 3 Tests @ \$20/Test          |                    | 60.00                   |                   |
| 4 Tests @ \$30/Test          |                    | 120.00                  |                   |
|                              | <b>Total Units</b> | <b>384.75</b>           | <b>384.75</b>     |
|                              |                    | <b>Total this Phase</b> | <b>\$1,209.75</b> |

Phase 520 Structural Steel

**Labor**

|                         | Hours | Rate  | Amount |  |
|-------------------------|-------|-------|--------|--|
| NDT Level II Technician | 8.00  | 90.00 | 720.00 |  |

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

|         |           |                                     |         |        |
|---------|-----------|-------------------------------------|---------|--------|
| Project | 022-03277 | La Vista City Park Pavilion Testing | Invoice | 439975 |
|---------|-----------|-------------------------------------|---------|--------|

|                    |      |        |        |               |
|--------------------|------|--------|--------|---------------|
| Project Manager    | 1.50 | 115.00 | 172.50 |               |
| Totals             | 9.50 |        | 892.50 |               |
| <b>Total Labor</b> |      |        |        | <b>892.50</b> |

#### Unit Billing

|                    |                         |              |  |                 |
|--------------------|-------------------------|--------------|--|-----------------|
| Field Vehicle 1368 | 20.0 Miles @ 0.75       | 15.00        |  |                 |
| <b>Total Units</b> |                         | <b>15.00</b> |  | <b>15.00</b>    |
|                    | <b>Total this Phase</b> |              |  | <b>\$907.50</b> |

#### Billing Limits

|                   | Current  | Prior     | To-Date   |
|-------------------|----------|-----------|-----------|
| Total Billings    | 7,175.50 | 22,159.75 | 29,335.25 |
| Limit             |          |           | 89,605.00 |
| Balance Remaining |          |           | 60,269.75 |

**AMOUNT DUE THIS INVOICE** **\$7,175.50**

#### Outstanding Invoices

| Number       | Date       | Balance         |
|--------------|------------|-----------------|
| 437646       | 10/25/2022 | 9,418.50        |
| <b>Total</b> |            | <b>9,418.50</b> |

Email invoices to: pdowse@cityoflavista.org.

Authorized By: Douglas Carey

OK TC PA-1  
PMD 11/30/22  
16.71.0917.000 - PART 18001

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice # 2547  
 Invoice Date: 11/22/2022



City of La Vista  
 8116 Park View Boulevard  
 La Vista, NE 68128

2222 Cuming St Omaha, NE 68102  
 Phone: 402-444-6866 x215  
[nbarrett@mapacog.org](mailto:nbarrett@mapacog.org)

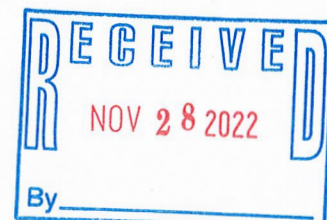
| Invoice # | Payment Terms | Due Date   |
|-----------|---------------|------------|
| 2283      | Net 30        | 12/22/2022 |

|  | Description  | Total       |
|--|--|-------------|
|  | FY 2022 TIP FEE<br>(October 1 , 2021 - September 30, 2022) |             |
|  | Applewood Creek Trail                                      | \$21,987.00 |
|  | <b>Subtotal</b>  | \$21,987.00 |
|  | <b>Sales Tax</b>   | \$0.00      |
|  | <b>Total</b>   | \$21,987.00 |

Make all checks payable to Metropolitan Area Planning Agency

**Thank you for your business!**

OK TO PAY  
 PMD 11/30/22  
 05.71.0017.000 - PARK 19001



# INVOICE

A-11

TO: CITY OF LAVISTA  
8116 PARK VIEW BLVD

LAVISTA NE 68128 2198

Billing Address:

Nebraska Department of Transportation  
c/o Controller Division  
1500 Hwy 2  
PO Box 94759  
Lincoln NE 68509-4759

DATE  
11-14-2022

ACCOUNT NUMBER  
L2075

INVOICE NUMBER  
0646497

COST DESCRIPTION

COST

PROJECT NO. TAP 77(61)  
CONTROL NO. 22757  
AGREEMENT NO. BM1802  
APPLEWOOD CREEK TRAIL

SEE ATTACHED FOR DETAILS

AMOUNT DUE THIS INVOICE \$ 167,246.13

167,246.13

OK TO PAY  
PMD 11/30/22  
05.71.0917.000 - PARK 19001

CONTACT M BOHUSLAVSKY AT 402-479-4305 WITH ANY QUESTIONS

PREPARED BY:  
S WURSTER

DESCRIPTION:  
TAP-77(61)

PAY THIS AMOUNT  
167,246.13

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Dept. of Transportation  
c/o Controller Division  
PO Box 94759  
Lincoln NE 68509-4759

LAVISTA/CITY OF

CUSTOMER NAME

11-14-2022

DATE OF INVOICE

TERMS

This amount is due  
upon receipt of this  
invoice

INVOICE NUMBER  
0646497

ACCOUNT NUMBER  
L2075

AMOUNT DUE  
167,246.13

November 29, 2022

Page 1 of 4

**PAYMENT RECOMMENDATION NO. 2 ON CONTRACT FOR  
CENTRAL PARK ACCESS ROAD – PARK VIEW**

Owner: City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

Contractor: Mackie Construction  
14565 Portal Circle, Suite 117  
La Vista, NE 68138

CONTRACT AMOUNT

\$1,090,474.43

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S) \$ 269,303.51

| Item | Description   | Approx.<br>Quantity | Unit Price          | Amount       |
|------|---|---------------------|---------------------|--------------|
| 1    | Mobilization  | 0.20 L.S.           | \$ 78,769.30 / L.S. | \$ 15,753.86 |
| 2    | Install, Maintain and Remove<br>Orange Safety Fence                                 | 0.00 L.F.           | \$ 4.12 / L.F.      | \$ 0.00      |
| 3    | Remove Wooden Picnic<br>Structure, Floor Slab and<br>Footings                       | 1.00 L.S.           | \$ 5,729.06 / L.S.  | \$ 5,729.06  |
| 4    | Clearing and Grubbing   | 0.86 L.S.           | \$ 9,208.05 / L.S.  | \$ 7,918.92  |
| 5    | Stockpile and Redistribute<br>Topsoil (760 CY Moved Twice),<br>Established Quantity | 1250.00 C.Y.        | \$ 9.39 / C.Y.      | \$ 11,737.50 |
| 6    | Common Earthwork, In Place,<br>Established Quantity                                 | 2100.00 C.Y.        | \$ 37.54 / C.Y.     | \$ 78,834.00 |
| 7    | Remove and Dispose Existing<br>Bridge Headwalls                                     | 1.00 L.S.           | \$ 22,380.84 / L.S. | \$ 22,380.84 |
| 8    | Remove and Dispose of<br>Existing Wooden Bridge                                     | 1.00 L.S.           | \$ 6,057.38 / L.S.  | \$ 6,057.38  |
| 9    | Remove and Salvage Existing<br>Monument, Flag Pole, Pavers<br>and Blocks            | 1.00 L.S.           | \$ 5,865.00 / L.S.  | \$ 5,865.00  |
| 10   | Remove and Dispose ACC<br>Pavement  | 395.00 S.Y.         | \$ 14.08 / S.Y.     | \$ 5,561.60  |
| 11   | Remove and Dispose PCC<br>Pavement  | 500.00 S.Y.         | \$ 16.43 / S.Y.     | \$ 8,215.00  |
| 12   | Remove and Dispose PCC<br>Sidewalk  | 325.00 S.Y.         | \$ 10.56 / S.Y.     | \$ 3,432.00  |
| 13   | Remove and Dispose of 4 Ft<br>Tall Chain Link Fence                                 | 225.00 L.F.         | \$ 7.04 / L.F.      | \$ 1,584.00  |
| 14   | Remove and Dispose Crushed<br>Rock Surfacing  | 270.00 S.Y.         | \$ 8.22 / S.Y.      | \$ 2,219.40  |
| 15   | Remove and Replace 8" PCC<br>Pavement (Panel Repair)                                | 145.00 S.Y.         | \$ 88.81 / S.Y.     | \$ 12,877.45 |
| 16   | Remove and Recompact<br>Sewer Trench Backfill                                       | 200.00 C.Y.         | \$ 99.71 / C.Y.     | \$ 19,942.00 |
| 17   | Subgrade Recomaction,<br>Established Quantity                                       | 1100.00 C.Y.        | \$ 7.63 / C.Y.      | \$ 8,393.00  |

Payment Recommendation No.2  
Thompson Creek – Central Park East  
November 29, 2022  
Page 3 of 4

|    |  |      |      |    |           |   |      |    |          |
|----|--|------|------|----|-----------|---|------|----|----------|
| 39 | Furnish and Install ADA Detectable Warnings, Cast Iron, Natural Finish                         | 0.00 | S.F. | \$ | 25.68     | / | S.F. | \$ | 0.00     |
| 40 | Furnish and Install Traffic Control Signage, In Place  | 0.00 | EA.  | \$ | 478.88    | / | EA.  | \$ | 0.00     |
| 41 | Install, Maintain and Remove Stabilized Construction Entrance                                  | 1.00 | EA.  | \$ | 6,862.05  | / | EA.  | \$ | 6,862.05 |
| 42 | Install and Maintain Fabric Silt Fence   | 0.00 | L.F. | \$ | 4.40      | / | L.F. | \$ | 0.00     |
| 43 | Remove and Dispose Fabric Silt Fence   | 0.00 | L.F. | \$ | 0.60      | / | L.F. | \$ | 0.00     |
| 44 | Temporary Seeding w/Straw Mulch  | 0.00 | AC.  | \$ | 1,759.50  | / | AC.  | \$ | 0.00     |
| 45 | K-31 Fescue Seed w/Straw Mulch   | 0.00 | AC.  | \$ | 3,636.30  | / | AC.  | \$ | 0.00     |
| 46 | Furnish and Install Straw Wattle, 12" Diameter   | 0.00 | L.F. | \$ | 5.57      | / | L.F. | \$ | 0.00     |
| 47 | Install, Maintain and Remove Curb Inlet Filter   | 0.00 | EA.  | \$ | 293.25    | / | EA.  | \$ | 0.00     |
| 48 | Install, Maintain and Remove Grate Inlet Filter  | 0.00 | EA.  | \$ | 469.20    | / | EA.  | \$ | 0.00     |
| 49 | Water Management, Complete   | 0.00 | L.S. | \$ | 14,662.50 | / | L.S. | \$ | 0.00     |
| 50 | Furnish and Install Flex-A-Mat, In Place   | 0.00 | S,F, | \$ | 13.79     | / | S,F, | \$ | 0.00     |
| 51 | Furnish & Install Access Gates   | 0.00 | L.S. | \$ | 13,183.35 | / | L.S. | \$ | 0.00     |
| 52 | Furnish & Install Access Gate Control System w/Detection Loops                                 | 0.00 | L.S. | \$ | 8,797.50  | / | L.S. | \$ | 0.00     |
| 53 | Furnish & Install 1-1/2 Inch PVC Conduit, In Place, Access Gate Controls                       | 0.00 | L.F. | \$ | 24.34     | / | L.F. | \$ | 0.00     |
| 54 | Furnish & Install Fiberglass Pull Box, Type PB-6, Access Gate Controls                         | 0.00 | EA.  | \$ | 2,129.00  | / | EA.  | \$ | 0.00     |
| 55 | Grounding Rod, Copper Clad, 8 Ft. Long, 1/2-inch Diameter                                      | 0.00 | EA.  | \$ | 480.93    | / | EA.  | \$ | 0.00     |
| 56 | Roadway Area Luminaire, LED Fixture, 252 LEDS, 120 V AC or 12 V DC, Equal to 210 Watt Inc Lamp | 0.00 | EA.  | \$ | 1,420.51  | / | EA.  | \$ | 0.00     |
| 57 | Light Poles, Class V-30 ft Treated Poles, Excluding Concrete Bases, 20 Ft Mounting Height      | 0.00 | EA.  | \$ | 3,453.32  | / | EA.  | \$ | 0.00     |
| 58 | Circuit Breakers, Bolt-on, 10k A I.C., 2 pole, 240 volt, 15-50 Amp                             | 0.00 | EA.  | \$ | 304.98    | / | EA.  | \$ | 0.00     |

Payment Recommendation No.2  
Thompson Creek – Central Park East  
November 29, 2022  
Page 2 of 4

|    |  |         |      |    |          |   |      |    |            |
|----|--|---------|------|----|----------|---|------|----|------------|
| 18 | Construct 18" RCP Storm Sewer w/Bedding, In Place                                      | 200.00  | L.F. | \$ | 111.44   | / | L.F. | \$ | 22,288.00  |
| 19 | Construct 24" RCP Storm Sewer w/Bedding, In Place                                      | 175.00  | L.F. | \$ | 145.46   | / | L.F. | \$ | 25,455.50  |
| 20 | Construct 18" Storm Sewer Tap in Box Culvert   | 1.00    | EA.  | \$ | 3,419.30 | / | EA.  | \$ | 3,419.30   |
| 21 | Construct 24" Storm Sewer Tap in Box Culvert   | 1.00    | EA.  | \$ | 4,039.82 | / | EA.  | \$ | 4,039.82   |
| 22 | Construct Type III Curb Inlet, In Place  | 4.00    | EA.  | \$ | 7,218.65 | / | EA.  | \$ | 28,874.60  |
| 23 | Construct 30" Nyloplast Drain Basin, Heavy Duty w/30" Dome Grate and 18" RCP Connector | 1.00    | EA.  | \$ | 7,564.68 | / | EA.  | \$ | 7,564.68   |
| 24 | Construct 54" I.D. Storm Sewer Manhole, In Place                                       | 1.00    | V.F. | \$ | 903.00   | / | V.F. | \$ | 903.00     |
| 25 | Construct 8'W by 6'H Reinforced Concrete Box Culvert, In Place                         | 80.00   | L.F. | \$ | 2,157.41 | / | L.F. | \$ | 172,592.80 |
| 26 | Construct Reinforced Concrete Wing Walls, Cast In Place                                | 85.00   | C.Y. | \$ | 801.51   | / | C.Y. | \$ | 68,128.35  |
| 27 | Construct 5" PCC Sidewalk, In Place  | 0.00    | S.Y. | \$ | 80.15    | / | S.Y. | \$ | 0.00       |
| 28 | Construct 6" PCC Trail Pavement, In Place  | 50.00   | S.Y. | \$ | 70.95    | / | S.Y. | \$ | 3,547.50   |
| 29 | Construct 8" PCC Curb Ramp, In Place   | 0.00    | S.Y. | \$ | 144.68   | / | S.Y. | \$ | 0.00       |
| 30 | Construct 8" PCC Imprinted Surfacing, In Place   | 0.00    | S.Y. | \$ | 110.90   | / | S.Y. | \$ | 0.00       |
| 31 | Construct 8" PCC Pavement, w and w/o Curb, In Place                                    | 2040.00 | S.Y. | \$ | 69.49    | / | S.Y. | \$ | 141,759.60 |
| 32 | Construct 9" PCC Pavement, (Park View Blvd), In Place                                  | 65.00   | S.Y. | \$ | 96.43    | / | S.Y. | \$ | 6,267.95   |
| 33 | Construct 4 Ft Tall, Black Vinyl Coated, Chain Link Fence, In Place                    | 0.00    | L.F. | \$ | 43.41    | / | L.F. | \$ | 0.00       |
| 34 | Rout & Seal Existing Pavement Joints   | 0.00    | L.F. | \$ | 4.12     | / | L.F. | \$ | 0.00       |
| 35 | Furnish & Install Baffle Plates in Existing Storm Manhole                              | 0.00    | L.S. | \$ | 5,255.04 | / | L.S. | \$ | 0.00       |
| 36 | Install 4" Wide, White Pavement Marking Paint, In Place                                | 0.00    | L.F. | \$ | 4.70     | / | L.F. | \$ | 0.00       |
| 37 | Install 12" Wide, White Pavement Marking Paint, Grooved, In Place                      | 0.00    | L.F. | \$ | 15.43    | / | L.F. | \$ | 0.00       |
| 38 | Install 24" Wide, White Pavement Marking Paint, Grooved In Place                       | 0.00    | L.F. | \$ | 21.24    | / | L.F. | \$ | 0.00       |



|    |  |      |        |    |           |   |        |    |      |
|----|--|------|--------|----|-----------|---|--------|----|------|
| 59 | Excavating Utility Trench,<br>Common Earth, Chain<br>Trencher 4" Wide, 18" Deep  | 0.00 | L.F.   | \$ | 14.67     | / | L.F.   | \$ | 0.00 |
| 60 | Wire, copper, solid, 600 volt,<br>#12, type THWN-THNN,<br>normal installation conditions in<br>wireway, conduit, cable tray      | 0.00 | C.L.F. | \$ | 213.10    | / | C.L.F. | \$ | 0.00 |
| 61 | PVC Conduit, Schedule 40,<br>3/4" Dia., to 10 Ft High,<br>including terminations, fittings<br>and support                        | 0.00 | L.F.   | \$ | 22.44     | / | L.F.   | \$ | 0.00 |
| 62 | Wire, copper, solid, 600 volt,<br>#10, type XLPE-USE (RHW),<br>normal installation conditions in<br>wireway, conduit, cable tray | 0.00 | C.L.F. | \$ | 675.65    | / | C.L.F. | \$ | 0.00 |
| 63 | PVC Conduit, Schedule 40, 1-<br>1/2" Dia., to 10 Ft High,<br>including terminations, fittings<br>and support                     | 0.00 | L.F.   | \$ | 44.87     | / | L.F.   | \$ | 0.00 |
| 64 | Wire, copper, stranded, 600<br>volt, #6, type THW, normal<br>installation conditions in<br>wireway, conduit, cable tray          | 0.00 | C.L.F. | \$ | 8,991.05  | / | C.L.F. | \$ | 0.00 |
| 65 | Load centers-meter combo, 1<br>phase, 3 wire, main lugs,<br>rainproof, 120/240 V, 100 amp,<br>12 circuits                        | 0.00 | EA.    | \$ | 13,606.80 | / | EA.    | \$ | 0.00 |
| 66 | HDPE Conduit, DR 13.5, 1-1/2"<br>Dia., including terminations,<br>fittings and support   | 0.00 | L.F.   | \$ | 44.87     | / | L.F.   | \$ | 0.00 |

|  |                      |
|--|----------------------|
| <b>TOTAL</b>                                   | <b>\$ 708,204.16</b> |
| <b>LESS 10% RETAINED</b>                       | <b>\$ 70,820.42</b>  |
| <b>LESS PREVIOUS PAYMENT RECOMMENDATION(S)</b> | <b>\$ 269,303.51</b> |
| <b>TOTAL DUE TO CONTRACTOR</b>                 | <b>\$ 368,080.23</b> |

We recommend that payment in the amount of \$368,080.23 be made to Mackie Construction.

Respectfully submitted,



Bradley P. Huyck, P.E.  
THOMPSON, DREESSEN & DORNER, INC.

OK TO PAY  
PMD 11/30/22  
16.71.C917000-STR21CC2

cc: Mackie Construction

TD2 File No. 171-422



Papillion/LaVista Urban Watershed Awareness  
Provided by Brian Smiles 401 (c)(3)

Please remit to:  
Kent Day at Brian Smiles  
4705 N. 80<sup>th</sup> St.  
Omaha, NE 68134  
(402) 990 8489

Invoice date 11/30/22  
Invoice number 006  
City LaVista

Jeff Calentine  
City of LaVista  
[jcalentine@cityoflavista.org](mailto:jcalentine@cityoflavista.org)

Alex Evans  
City of Papillion  
[aevans@papillion.org](mailto:aevans@papillion.org)

| Quantity     | Description        | Amount         |
|--------------|--------------------|----------------|
| 1            | World O' Water     | 300.00         |
|              | Website Hosting    | 300.00         |
|              | FaceBook Admin     | 300.00         |
|              | Social Media Admin | 300.00         |
| <b>Total</b> |                    | <b>\$1,200</b> |

Date 11/29/22

Signed Kent Day 11/30  
Kent Day, Board Member

Signed Jeff Calentine  
City of LaVista

OK to pay  
02.43.9505  
J.C.



Papillion/LaVista Urban Watershed Awareness  
Provided by Brian Smiles 401 (c)(3)

Please remit to:  
Kent Day at Brian Smiles  
4705 N. 80<sup>th</sup> St.  
Omaha, NE 68134  
(402) 990 8489

Notes: This billing covers four months since the last bill of June/July. The same billing is going to each city. In this four month period there was one in-person event, World O' Water at Chalco Hills. We had meaningful contact with approximately 200 people. Rain in the morning may have lowered numbers, but those who attended were receptive. We handed out Rain Barrel, Keep the Stream Clean, and Watershed brochures, approximately 100 of each.

Our social media outreach has been well received.

Our FaceBook page, Papillion/LaVista Watershed Project, is seeing traffic. This site has had nearly 3,000 visits since our last report. We also have joined, followed, and posted on the following sites:

- Let's Really Talk LaVista
- Let's Talk LaVista
- Rainwater Harvesting for Beginners
- Let's Talk Papillion
- Momentum (sustainability)
- Omaha Events
- NE Native Plant Society
- Several gardening sites to push out rain barrel information

The above sites are also followed on our personal pages which has increased the views. Our website, [Brian Smiles](#), is active and is where we send quite a bit of traffic.

Brian Smiles has held drawings for collapsible rain barrels which have been well received.

All of these efforts will continue in spring. We are planning on attending World O' Water, the NE Science Fest, and the Salute to Summer.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>                   | <b>Type:</b>                              | <b>Submitted By:</b>                              |
|-----------------------------------|---|---|
| CHANGE ORDER –<br>SEWER JET TRUCK | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JEFF CALENTINE<br>DEPUTY DIRECTOR OF PUBLIC WORKS |

**SYNOPSIS**

A resolution has been prepared authorizing a change in the purchase price for the 2021 Freightliner 800-HPR-ECO Series IV Sewer Jet Truck from Sewer Equipment of America, 1590 Dutch Rd. Dixon, IL 61021 from \$245,000.00 to an amount not to exceed \$252,500.00.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

On October 19, 2021 the City Council authorized the purchase of a new sewer jet truck. That authorization secured the city a freightliner truck chassis that at the time was available immediately, it did not include the functional components of the jetting system or the box that equipment resides in. The order for that equipment was placed after authorization was received but was delayed by 6-9 months due to supply chain issues. During that time there was a substantial increase in the cost of materials used in the building of that equipment and those costs were passed on to Sewer Equipment of America in the amount of \$13,000.00. Representatives from Sewer Equipment of America met with City staff recently informing us of this price increase. We negotiated a verbal agreement with the manufacturer to only share half of this price increase and for them to share the other half of the increase. The city has the option to opt out of the purchase of the truck at no cost due to this unforeseen increase in price, but if another truck is ordered it will take over a year to receive and will be more expensive than the adjusted increase in the current not to exceed price.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A CHANGE ORDER FOR THE PURCHASE OF ONE (1) 2021 FREIGHTLINER 800-HPR-ECO SERIES IV SEWER JET TRUCK FROM SEWER EQUIPMENT OF AMERICA, DIXON, ILLINOIS INCREASING THE NOT TO EXCEED AMOUNT FROM \$245,000.00 TO \$252,500.00.

WHEREAS, the City Council of the City of La Vista determined that the purchase of one (1) sewer jet truck was necessary and approved Resolution 21-121 on October 19, 2021; and

WHEREAS, the original quote accounted for the cost of one sewer jet truck; this change order accounts for one sewer jet truck; and

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

WHEREAS, this change order will increase the total amount of purchase from \$245,000.00 to \$252,500.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize a change order for the purchase of one (1) 2021 Freightliner 800-HPR-ECO Series IV Sewer Jet Truck from Sewer Equipment of America, Dixon, Illinois increasing the not to exceed amount from \$245,000.00 to \$252,500.00.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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



Mid-Iowa Solid Waste  
5105 NW Beaver Dr  
Johnston, IA 50131  
515-276-3352  
Toll Free 800-733-8731

## SALES ORDER

Quote # CASO1111

Date 12/01/22

Sales Rep. Chad Spencer

Helping you clean the Planet since 1975

Bill To:

Jeff Calentine  
City of LaVista  
9900 Portal Road  
LaVista NE 68128

Ship To:

Jeff Calentine  
City of LaVista  
9900 Portal Road  
LaVista NE 68128

| Qty | Description   | Unit Price      | Ext. Price        |
|-----|---|-----------------|-------------------|
| 1   | Market Adjustment Pricing for New Sewer Equipment of America 800HPR ECO                         | \$12,815.30     | \$12,815.30       |
| 1   | LaVista Portion for the Market Adjustment Pricing for New Sewer Equipment of America 800HPR ECO | \$6,407.65      | \$6,407.65        |
|     |   | <b>SubTotal</b> | \$6,407.65        |
|     |   | <b>Shipping</b> | \$0.00            |
|     |   | <b>Total</b>    | <b>\$6,407.65</b> |

Note:

Total Pricing for 2022 Production Market Adjustment Pricing is \$12,815.30. It was agreed that Lavista will pay half of the market adjustment pricing and Mid-Iowa Solid Waste Equipment will pay the other half.

Unless specified, the above prices do not include any taxes. Taxes will be calculated and included on the Invoice.

ORDERS..All orders are subject to acceptance by an officer or general manager of Mid-Iowa Solid Waste Equipment Co., Inc. PERFORMANCE..Mid-Iowa Solid Waste Equipment Co., Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control. CANCELLATION..Orders regularly entered cannot be cancelled except upon terms that will compensate Mid-Iowa Solid Waste Equipment Co., Inc. for any loss or damages sustained. PRICES...All orders are subject to current prices in effect at the time of shipment. F.O.B. POINT..Unless otherwise stated,all prices listed are F.O.B. point of manufacture. TAXES..Unless otherwise stated, prices do not include Federal, State, City or other Excise, Occupation Sales use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. MOUNTING PRICES... Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed our standard labor rate.

By:

Mid-Iowa Solid Waste Equipment Co., Inc.

Ordered by:

Accepted by:





1590 Dutch Road | Dixon, IL 61021

p 815.835.5566 | f 815.284.5600

www.SewerEquipment.com

Sourcewell

Awarded Contract

Contract # 122017-SCA

October 7, 2021

Payment Terms: Net 30

Distributor: Mid-Iowa Solid Waste Equipment Co. Inc.

Salesman: Chad Spencer

End User: City of LaVista / Sourcewell ID# 94124

Address: 9900 Portal Road

City, State, Zip: LaVista, NE 68128

Phone: 402-331-8927

Contact: Terry Foster

Email: tfoster@cityoflavista.org

PO#

Product Class:

REV:

WO#

**800-HPR-ECO SERIES IV Truck Mounted High Pressure Sewer Cleaner****Rear Compartment Options:**

Giant 65 GPM @ 2000 PSI  
w/30 Min Run Dry Capability  
Hydrostatic Drive Via Trans Power PTO  
Lighted NEMA 4 Control Panel  
Tachometer / Hour Meter  
Air Purge Valve  
Recirculation System at Highway Speed  
Painted Steel Shroud Enclosure  
w/3 Roll-Up Doors  
80,000 BTU Compartment Heater  
Midship Water Manifold System  
Consolidated Water Drain System

**Hose Reel & Hose Option:**

Telescoping & Rotating Safety Reel  
w/700' Capacity of 1" Hose

**Tank & Fill:**

1500 Gallon Duraprolene™ (Black)  
Water Tank w/10 Year Warranty  
2.5" Fill System

**Truck:**

Mounting to Approved Chassis  
Mudflaps & Aluminum Side Skirting  
Bumper / Hitch Receiver  
Aluminum Underbody Toolboxes (2) Per Side, (1) Rear  
D.O.T. Approved LED Lighting

**Nozzles & Accessories:**

10' Leader Hose  
BB Hose Guide  
Tri-Star (Chisel Point) Nozzle  
DD (High Flow) Nozzle  
Finned Nozzle Extension  
Nozzle Rack  
25' Fill Hose  
Washdown Gun w/25' Ext. Hose  
Upstream Pulley Guide  
Paper Operator / Owner Manual

**BASE UNIT AS OUTLINED ABOVE**

\$127,610.00 1 \$127,610.00

**-----Specify Chassis Details-----****FACTORY SUPPLIED CHASSIS****SINGLE AXLE**

LIST PRICE OF SELECTED OPTIONS: \$103,362.00

SOURCEWELL DISCOUNT (enter % →) 3% \$ (6,929.16)

NET PRICE OF UNIT: \$224,042.84

FACTORY SUPPLIED FREIGHTLINER M2-106 CHASSIS: \$76,000.00

LESS TRADE, PLUS FREIGHT, P.D.I., DELIVERY and TRAINING: (\$56,565.00)

ESTIMATED TOTAL: \$243,477.84

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

**STANDARD OPTIONS:**

LIST PRICE QTY TOTAL

**REAR COMPARTMENT OPTIONS:**

|   |             |   |             |
|---|-------------|---|-------------|
| UPGRADE WATER SYSTEM TO GIANT 80 GPM @ 2000 PSI PLUNGER STYLE TRIPLEX WATER PUMP W/30 MIN RUN DRY CAPABILITY (made from 43596-00-X)   | \$9,706.00  | 1 | \$9,706.00  |
| HYDRAULIC PRESSURE GAUGE  | \$329.00    | 1 | \$329.00    |
| VAPOROOTER SYSTEM: INCLUDES PATENTED ROOT FOAMING SYSTEM W/TOUCH SCREEN CONTROLLER AND AUTOMATIC MIXING SYSTEM FOR AIR, WATER, & FOAMING AGENT - NOT AVAILABLE W/ LATERAL LINE CLEANING KIT | \$42,769.00 | 1 | \$42,769.00 |
| VAPOROOTER INSTALLATION - NOT AVAILABLE WITH LATERAL LINE CLEANING KIT  | \$4,502.00  | 1 | \$4,502.00  |
| UPGRADE TO ALUMINUM SHROUD  | \$6,077.00  | 1 | \$6,077.00  |
| ELECTRIC OVERHEAD CANOPY - 8' EXTENSION   | \$6,365.00  | 1 | \$6,365.00  |

**HOSE REEL AND HOSE OPTIONS:**

|   |            |     |            |
|---|------------|-----|------------|
| SEWER HOSE (1" I.D. X 2500 PSI OPERATING PRESSURE) PER FT.                | \$4.70     | 600 | \$2,820.00 |
| AUTOMATIC LEVELWIND WITH HYDRAULIC UP/DOWN ACTION                         | \$7,022.00 | 1   | \$7,022.00 |
| DIGITAL 'SMART COUNTER' FOOTAGE METER (made from 63289-00-X) ±3% ACCURACY | \$3,102.00 | 1   | \$3,102.00 |

**TANK & FILL OPTIONS:**

|                        |          |   |          |
|------------------------|----------|---|----------|
| FILL HOSE STORAGE RACK | \$221.00 | 1 | \$221.00 |
|------------------------|----------|---|----------|

**ELECTRICAL & LIGHTING:**

|  |            |   |            |
|--|------------|---|------------|
| ENGINE/WATER PUMP COMPARTMENT LIGHT  | \$216.00   | 1 | \$216.00   |
| LED FLOOD LIGHT (FACTORY STANDARD)   | \$458.00   | 1 | \$458.00   |
| LED STROBE LIGHT (FACTORY STANDARD) - CLASS 1 RATING   | \$534.00   | 1 | \$534.00   |
| LED ARROW STICK (FACTORY STANDARD)   | \$1,085.00 | 1 | \$1,085.00 |
| HAND-HELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT W/STORAGE BRACKET   | \$341.00   | 1 | \$341.00   |
| 12VDC POWER OUTLET   | \$82.00    | 1 | \$82.00    |
| (8) 4" X 1" LED CLASS 1 SURFACE MOUNTED STROBE PACKAGE - (2) GRILL MOUNTED, (2) DRIVERS SIDE SHROUD, (2) PASSENGER SIDE SHROUD, (2) REAR OF SHROUD.  | \$2,348.00 | 1 | \$2,348.00 |
| WIRELESS REMOTE PENDANT CONTROL (WITH HOSE REEL PAYOUT/RETRIEVE, THROTTLE UP/DOWN, WATER ON/OFF, WATER PRESSURE UP/DOWN, HOSE REEL SPEED UP/DOWN, WATER PRESSURE DISPLAY, AND KILL SWITCH) | \$7,568.00 | 1 | \$7,568.00 |
| <b><u>PAINT:</u></b>   |            |   |            |
| SHROUD: STANDARD WHITE PAINT •   | INCLUDED   |   |            |
| HOSE REEL - UPRIGHT: SEWER BLUE •  | INCLUDED   |   |            |
| <b><u>TRUCK MOUNTING AND TOOL STORAGE OPTIONS:</u></b>   |            |   |            |
| LOCKABLE LONG HANDLED TOOL STORAGE (2) 4" TUBES  | \$855.00   | 1 | \$855.00   |
| REAR BACK UP CAMERA SYSTEM WITH BLIND SPOT CAMERAS (includes color monitor in cab)   | \$2,575.00 | 1 | \$2,575.00 |
| HITCH - REESE STYLE (10,000 LBS MAXIMUM) W/CAB MOUNTED BRAKE CONTROLLER AND 7-PIN RV TYPE RECEPTACLE   | \$769.00   | 1 | \$769.00   |
| <b><u>MANUALS &amp; TRAINING:</u></b>  |            |   |            |
| USB OPERATOR'S MANUAL  |            | 1 |            |
| <b><u>NOZZLES &amp; ACCESSORIES:</u></b>   |            |   |            |
| 25' X 1" LEADER HOSE (IN LIEU OF STANDARD 10')   | \$368.00   | 1 | \$368.00   |
| <b><u>SPECIAL ITEMS:</u></b>   |            |   |            |
| Trade-In: 2012 International MaxxForce S/N: 1HTMMAAN7DJ256760  |            |   |            |
| 2012 Sewer Equipment of America 800H ECO S.N: 5479   |            |   |            |
| Factory Installed Line-X / Ryno Lining Type Coating  | \$2,500.00 | 1 | \$2,500.00 |
| Chassis Additions: Aluminum Wheels Upgrade and Passenger Captain Air Ride Chair w/Armrests   | \$750.00   | 1 | \$750.00   |
| * Notes: Trade Value for the Jetter and Chassis \$60,000.00  |            |   | \$0.00     |
| Freight, PDI, Delivery and Training: \$3,435.00  |            |   | \$0.00     |
| SIGNATURE _____ DATE _____   |            |   |            |
| Please return a signed copy to <a href="mailto:bigequipment@SewerEquipment.com">bigequipment@SewerEquipment.com</a>  |            |   |            |



User: mgustafson

DB: La Vista

COUNCIL REVIEWED

A-15

| Check # | Check Date | Vendor Name                      | Amount     | Voided |
|---------|------------|----------------------------------|------------|--------|
| 2243(E) | 11/16/2022 | US BANK NATIONAL ASSOCIATION     | 28,143.21  | N      |
| 2254(E) | 11/16/2022 | CITY CENTRE MUSIC VENUE LLC      | 634,848.49 | N      |
| 2255(A) | 11/16/2022 | CITY OF OMAHA                    | 297,571.29 | N      |
| 2256(A) | 11/16/2022 | CITY OF PAPILLION - MFO          | 240,674.00 | N      |
| 138348  | 11/16/2022 | CITY OF OMAHA                    | 75,341.65  | N      |
| 138349  | 11/16/2022 | DLR GROUP                        | 10,999.95  | N      |
| 138350  | 11/16/2022 | FELSBURG HOLT & ULLEVIG INC      | 25,928.50  | N      |
| 138351  | 11/16/2022 | JE DUNN CONSTRUCTION COMPANY     | 833,381.00 | N      |
| 138352  | 11/16/2022 | MACKIE CONSTRUCTION              | 269,303.51 | N      |
| 138353  | 11/16/2022 | OLSSON, INC.                     | 9,418.50   | N      |
| 138355  | 11/16/2022 | SAMPSON CONSTRUCTION CO., INC    | 793,057.00 | N      |
| 138356  | 11/16/2022 | THOMPSON DREESSEN & DORNER, INC. | 4,449.05   | N      |
| 138357  | 11/17/2022 | UNITED STATES POSTAL SERVICE     | 1,694.47   | N      |
| 138358  | 11/23/2022 | ROSARIO CANIGILA                 | 2,710.00   | N      |
| 2257(E) | 11/29/2022 | ACTIVE NETWORK LLC               | 141.02     | N      |
| 2258(E) | 11/29/2022 | BLACK HILLS ENERGY               | 3,575.99   | N      |
| 2259(E) | 11/29/2022 | CENTURY LINK/LUMEN               | 865.08     | N      |
| 2260(E) | 11/29/2022 | CENTURY LINK/LUMEN               | 88.67      | N      |
| 2261(E) | 11/29/2022 | ESSENTIAL SCREENS                | 143.10     | N      |
| 2262(E) | 11/29/2022 | FORVIS, LLP                      | 8,379.00   | N      |
| 2263(E) | 11/29/2022 | GREATAMERICA FINANCIAL SERVICES  | 1,585.60   | N      |
| 2264(E) | 11/29/2022 | METROPOLITAN UTILITIES DISTRICT  | 17,686.08  | N      |
| 2265(E) | 11/29/2022 | MID-AMERICAN BENEFITS INC        | 4,725.53   | N      |
| 2266(E) | 11/29/2022 | NE DEPT OF REVENUE-SALES TAX     | 48.89      | N      |
| 2267(E) | 11/29/2022 | OMAHA PUBLIC POWER DISTRICT      | 41,541.48  | N      |
| 2268(E) | 11/29/2022 | PAYROLL MAXX                     | 420,722.91 | N      |
| 2269(E) | 11/29/2022 | PITNEY BOWES-EFT POSTAGE         | 1,339.00   | N      |
| 2270(E) | 11/29/2022 | ROBERT HALF                      | 7,925.12   | N      |
| 2271(E) | 11/29/2022 | U.S. CELLULAR                    | 1,960.86   | N      |
| 2272(A) | 12/06/2022 | ABM INDUSTRIES, INC              | 11,329.47  | N      |
| 2273(A) | 12/06/2022 | CITY OF OMAHA                    | 301.54     | N      |
| 2274(A) | 12/06/2022 | SHI INTERNATIONAL CORP.          | 758.00     | N      |
| 138359  | 12/06/2022 | 4IMPRINT                         | 370.03     | N      |
| 138360  | 12/06/2022 | A-RELIEF SERVICES INC            | 53.63      | N      |
| 138361  | 12/06/2022 | AA WHEEL & TRUCK SUPPLY INC      | 462.56     | N      |
| 138362  | 12/06/2022 | AED ZONE                         | 360.00     | N      |
| 138363  | 12/06/2022 | AKRS EQUIPMENT SOLUTIONS, INC.   | 426.73     | N      |
| 138364  | 12/06/2022 | AMAZON CAPITAL SERVICES, INC.    | 800.37     | N      |
| 138365  | 12/06/2022 | ANTHEM SPORTS LLC                | 6,866.54   | N      |
| 138366  | 12/06/2022 | ARNOLD MOTOR SUPPLY              | 523.85     | N      |
| 138367  | 12/06/2022 | AT&T MOBILITY LLC                | 98.24      | N      |
| 138368  | 12/06/2022 | AXON ENTERPRISE INC              | 918.00     | N      |
| 138369  | 12/06/2022 | BACON LETTUCE CREATIVE           | 2,000.00   | N      |
| 138370  | 12/06/2022 | BARCAL, ROSE                     | 101.23     | N      |
| 138371  | 12/06/2022 | BARCO MUNICIPAL PRODUCTS INC     | 508.40     | N      |
| 138372  | 12/06/2022 | BERGANKDV LLC                    | 10,520.00  | N      |
| 138373  | 12/06/2022 | BIBLIOTHECA LLC                  | 35.13      | N      |

User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

| Check # | Check Date | Vendor Name                    | Amount    | Voided |
|---------|------------|--------------------------------|-----------|--------|
| 138374  | 12/06/2022 | BIG RED LOCKSMITHS             | 81.00     | N      |
| 138375  | 12/06/2022 | BISHOP BUSINESS EQUIPMENT      | 1,058.92  | N      |
| 138376  | 12/06/2022 | BOBCAT OF OMAHA                | 49.47     | N      |
| 138377  | 12/06/2022 | BRITE IDEAS DECORATING         | 3,975.43  | N      |
| 138378  | 12/06/2022 | CENTER POINT, INC.             | 383.52    | N      |
| 138379  | 12/06/2022 | CINTAS CORPORATION NO. 2       | 645.36    | N      |
| 138380  | 12/06/2022 | CITY OF PAPILLION              | 14,498.23 | N      |
| 138381  | 12/06/2022 | COX COMMUNICATIONS, INC.       | 150.41    | N      |
| 138382  | 12/06/2022 | CREATIVE SITES LLC             | 48,022.65 | N      |
| 138383  | 12/06/2022 | CULLIGAN OF OMAHA              | 82.25     | N      |
| 138384  | 12/06/2022 | CUMMINS CENTRAL POWER LLC      | 1,517.14  | N      |
| 138385  | 12/06/2022 | D & K PRODUCTS                 | 7,188.85  | N      |
| 138386  | 12/06/2022 | DATASHIELD CORPORATION         | 60.00     | N      |
| 138387  | 12/06/2022 | DEBRA HALE                     | 398.13    | N      |
| 138388  | 12/06/2022 | DELL MARKETING L.P.            | 118.47    | N      |
| 138389  | 12/06/2022 | DIAMOND BLADE DISTRIBUTORS LLC | 693.95    | N      |
| 138390  | 12/06/2022 | DOUGLAS COUNTY SHERIFF'S OFC   | 162.50    | N      |
| 138391  | 12/06/2022 | DULTMEIER SALES LLC            | 15.20     | N      |
| 138392  | 12/06/2022 | EBSCO INFORMATION SERVICES     | 65.62     | N      |
| 138393  | 12/06/2022 | ECHO GROUP INCORPORATED        | 114.10    | N      |
| 138394  | 12/06/2022 | EJS SUPPLY                     | 6,978.30  | N      |
| 138395  | 12/06/2022 | EYMAN PLUMBING INC             | 1,188.13  | N      |
| 138396  | 12/06/2022 | FELSBURG HOLT & ULLEVIG INC    | 996.25    | N      |
| 138397  | 12/06/2022 | FERGUSON ENTERPRISES INC #226  | 189.00    | N      |
| 138398  | 12/06/2022 | FERRELLGAS                     | 548.24    | N      |
| 138399  | 12/06/2022 | FITZGERALD SCHORR BARMETTLER   | 32,611.35 | N      |
| 138400  | 12/06/2022 | FLORIAN, ARTHUR CRAIG          | 250.00    | N      |
| 138401  | 12/06/2022 | FUN EXPRESS LLC                | 161.96    | N      |
| 138402  | 12/06/2022 | GALE                           | 33.74     | N      |
| 138403  | 12/06/2022 | GENERAL FIRE & SAFETY EQUIP CO | 1,467.75  | N      |
| 138404  | 12/06/2022 | GENUINE PARTS COMPANY-OMAHA    | 380.19    | N      |
| 138405  | 12/06/2022 | GLOCK, INC                     | 550.00    | N      |
| 138406  | 12/06/2022 | GREAT PLAINS UNIFORMS          | 20.00     | N      |
| 138407  | 12/06/2022 | HANEY SHOE STORE               | 148.99    | N      |
| 138408  | 12/06/2022 | HGM ASSOCIATES, INC.           | 3,864.46  | N      |
| 138409  | 12/06/2022 | HITOUCH BUSINESS SERVICES      | 353.52    | N      |
| 138410  | 12/06/2022 | HOBBY LOBBY STORES INC         | 1,017.58  | N      |
| 138411  | 12/06/2022 | HY-VEE INC                     | 215.64    | N      |
| 138412  | 12/06/2022 | HY-VEE INC                     | 215.64    | N      |
| 138413  | 12/06/2022 | HY-VEE INC                     | 215.64    | N      |
| 138414  | 12/06/2022 | INDUSTRIAL SALES COMPANY INC   | 171.49    | N      |
| 138415  | 12/06/2022 | INGRAM LIBRARY SERVICES        | 506.88    | N      |
| 138416  | 12/06/2022 | J & J SMALL ENGINE SERVICE     | 926.52    | N      |
| 138417  | 12/06/2022 | JOHNSTONE SUPPLY CO            | 258.87    | N      |
| 138418  | 12/06/2022 | JUSTIN KOFOED LLC              | 200.00    | N      |
| 138419  | 12/06/2022 | KEVIN JONES                    | 525.00    | N      |
| 138420  | 12/06/2022 | KIMBALL MIDWEST                | 169.00    | N      |

User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

| Check # | Check Date | Vendor Name                         | Amount    | Voided |
|---------|------------|-------------------------------------|-----------|--------|
| 138421  | 12/06/2022 | KRIHA FLUID POWER CO INC            | 207.75    | N      |
| 138422  | 12/06/2022 | LARSEN SUPPLY COMPANY               | 141.06    | N      |
| 138423  | 12/06/2022 | LEADS ONLINE LLC                    | 3,773.00  | N      |
| 138424  | 12/06/2022 | LIBRA INDUSTRIES INC                | 467.00    | N      |
| 138425  | 12/06/2022 | LIBRARY IDEAS LLC                   | 4.50      | N      |
| 138426  | 12/06/2022 | LIBRARY SUPPLY                      | 199.66    | N      |
| 138427  | 12/06/2022 | LOVELAND GRASS PAD                  | 4.29      | N      |
| 138428  | 12/06/2022 | LOWE'S CREDIT SERVICES              | 290.99    | N      |
| 138429  | 12/06/2022 | MARCO INCORPORATED                  | 144.65    | N      |
| 138430  | 12/06/2022 | MENARDS-RALSTON                     | 3,260.17  | N      |
| 138432  | 12/06/2022 | METROPOLITAN COMMUNITY COLLEGE      | 15,070.63 | N      |
| 138433  | 12/06/2022 | MICHAEL TODD AND COMPANY INC        | 630.71    | N      |
| 138434  | 12/06/2022 | MIDWEST TAPE                        | 78.64     | N      |
| 138435  | 12/06/2022 | MIDWEST TURF & IRRIGATION           | 51.49     | N      |
| 138436  | 12/06/2022 | MITCHELL1                           | 3,180.00  | N      |
| 138437  | 12/06/2022 | MOBOTREX, INC.                      | 428.00    | N      |
| 138438  | 12/06/2022 | MPH INDUSTRIES INCORPORATED         | 85.05     | N      |
| 138439  | 12/06/2022 | MSC INDUSTRIAL SUPPLY CO            | 82.64     | N      |
| 138440  | 12/06/2022 | MURPHY TRACTOR & EQUIPMENT CO INC   | 307.78    | N      |
| 138441  | 12/06/2022 | NEBRASKA ARBORISTS ASSOCIATION      | 145.00    | N      |
| 138442  | 12/06/2022 | NEBRASKA MUNICIPAL CLERKS ASSOC     | 200.00    | N      |
| 138443  | 12/06/2022 | NEBRASKA STATE FIRE MARSHAL         | 72.00     | N      |
| 138444  | 12/06/2022 | NEBRASKALAND TIRE, INC.             | 499.44    | N      |
| 138445  | 12/06/2022 | NORTH AMERICAN RESCUE               | 574.31    | N      |
| 138446  | 12/06/2022 | OFFICE DEPOT INC                    | 1,187.44  | N      |
| 138447  | 12/06/2022 | OMAHA WINNELSON SUPPLY              | 117.93    | N      |
| 138448  | 12/06/2022 | ONE CALL CONCEPTS INC               | 247.24    | N      |
| 138449  | 12/06/2022 | PAPILLION LA VISTA COMMUNITY SCHOOL | 11,110.00 | N      |
| 138450  | 12/06/2022 | PAPILLION SANITATION                | 1,872.66  | N      |
| 138451  | 12/06/2022 | PER MAR SECURITY SERVICES           | 242.84    | N      |
| 138452  | 12/06/2022 | PETTY CASH                          | 25.00     | N      |
| 138453  | 12/06/2022 | POLCO, NATIONAL RESEARCH CENTER INC | 19,800.00 | N      |
| 138454  | 12/06/2022 | PORT-A-JOHNS                        | 660.00    | N      |
| 138455  | 12/06/2022 | RIVER CITY RECYCLING                | 366.50    | N      |
| 138456  | 12/06/2022 | ROLLIN GREEN GRADING & SOD LLC      | 600.00    | N      |
| 138457  | 12/06/2022 | RTG BUILDING SERVICES INC           | 6,665.00  | N      |
| 138458  | 12/06/2022 | SCHOLASTIC LIBRARY PUBLISHING       | 78.28     | N      |
| 138459  | 12/06/2022 | SIGN IT                             | 630.00    | N      |
| 138460  | 12/06/2022 | SITE ONE LANDSCAPE SUPPLY LLC       | 1,071.63  | N      |
| 138461  | 12/06/2022 | SNAP-ON INDUSTRIAL TOOL             | 1,208.00  | N      |
| 138462  | 12/06/2022 | SOUTHERN UNIFORM AND TACTICAL, INC. | 466.94    | N      |
| 138463  | 12/06/2022 | SUBURBAN NEWSPAPERS INC             | 385.02    | N      |
| 138464  | 12/06/2022 | SUN VALLEY LANDSCAPING              | 252.00    | N      |
| 138465  | 12/06/2022 | THE COLONIAL PRESS, INC             | 100.00    | N      |
| 138466  | 12/06/2022 | THE RADAR SHOP                      | 906.00    | N      |
| 138467  | 12/06/2022 | THE SCHEMMER ASSOCIATES INC         | 588.75    | N      |
| 138468  | 12/06/2022 | THEATRICAL MEDIA SERVICES INC       | 280.00    | N      |



User: mgustafson

DB: La Vista

## COUNCIL REVIEWED

| Check # | Check Date     | Vendor Name                    | Amount         | Voided |
|---------|----------------|--------------------------------|----------------|--------|
| 138469  | 12/06/2022     | TORNADO WASH LLC               | 294.00         | N      |
| 138470  | 12/06/2022     | TRANE U.S. INC.                | 70.90          | N      |
| 138471  | 12/06/2022     | TRUCK CENTER COMPANIES         | 1,741.01       | N      |
| 138472  | 12/06/2022     | UNITED PARCEL SERVICE          | 21.96          | N      |
| 138473  | 12/06/2022     | VERIZON CONNECT NWF, INC.      | 615.22         | N      |
| 138474  | 12/06/2022     | VERIZON WIRELESS               | 365.67         | N      |
| 138475  | 12/06/2022     | VOIANCE LANGUAGE SERVICES, LLC | 25.00          | N      |
| 138476  | 12/06/2022     | WOODHOUSE FORD-BLAIR           | 128.66         | N      |
| 138477  | 12/06/2022     | WORLD TRADE PRESS              | 400.00         | N      |
| 138478  | 12/06/2022     | CCAP AUTO LEASE LTD            | 638.00         | N      |
| 138479  | 12/06/2022     | GENERAL FIRE & SAFETY EQUIP CO | 381.75         | N      |
| 138480  | 12/06/2022     | SARPY COUNTY COURTHOUSE        | 4,452.00       | N      |
| 138481  | 12/06/2022     | VAL VERDE ANIMAL HOSPITAL INC  | 135.60         | N      |
| 154     | CHECKS PRINTED | TOTAL CLAIM AMOUNT:            | \$3,996,157.77 | 0      |

| Check # | Check Date | Vendor Name | Amount | Voided |
|---------|------------|-------------|--------|--------|
|---------|------------|-------------|--------|--------|

APPROVED BY COUNCIL MEMBERS ON: 12/06/2022

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                            | <b>Submitted By:</b>       |
|---|---|----------------------------|
| NON-EXCLUSIVE FRANCHISE AGREEMENT – ♦<br>ALLO LA VISTA, LLC | RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAT DOWSE<br>CITY ENGINEER |

**SYNOPSIS**

An ordinance has been prepared to approve a Non-exclusive Franchise Agreement with Allo La Vista, LLC (“Allo”), to construct, install, operate and maintain cable and provide cable services to the residents of La Vista.

**FISCAL IMPACT**

A franchise fee equal to five percent (5%) of gross revenue would be remitted to the City in accordance with this Agreement for the use of public rights-of-way.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Allo proposes to use City right of way to construct a cable system to provide cable services in the City. The initial step is install and maintain the execution of a non-exclusive cable franchise agreement, followed by design, permitting and installation of fiber and equipment within applicable City rights-of-way and easements.

It is expected that Allo will roll out services to various parts of the City in phases until over time the network is completely built out citywide. A construction and implementation schedule is forthcoming within the next several months.

A copy of the agreement is attached.

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

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA APPROVING A NONEXCLUSIVE CABLE FRANCHISE OF ALLO LA VISTA, LLC; APPROVING AND AUTHORIZING EXECUTION OF A NONEXCLUSIVE FRANCHISE AGREEMENT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and City Council of the City find and determine that it is advisable to approve a nonexclusive franchise to ALLO La Vista, LLC ("Franchisee") to construct, install, operate and maintain a cable system and provide cable services to the residents of the City.

Section 2. A nonexclusive franchise agreement between the City and Franchisee is presented with, and incorporated by reference into, this Ordinance ("Franchise Agreement"). The City hereby approves a nonexclusive franchise for Franchisee to construct, install, operate and maintain a cable system and provide cable services to the residents of the City, and the Franchise Agreement between the City and Franchisee is hereby adopted and approved, subject to Franchisee's filing a certificate of franchise with the City Clerk in form and content satisfactory to the City Administrator or City Administrator's designee, and further subject to such ordinances, rules and regulations of the City (including, but not limited to, Chapter 115 of the La Vista Municipal Code) and such other applicable laws, rules and regulations, as in effect or amended from time to time.

Section 3. The Mayor and City Clerk of the City of La Vista are hereby authorized to execute the Franchise Agreement and to take such other action as is necessary or appropriate to carry out the actions approved herein.

Section 4. This Ordinance shall be in full force and effect from and after passage, approval and publication in a legal newspaper in or of general circulation within the City or in pamphlet form as provided by law, as the City Clerk determines to be in the best interests of the City and its residents.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

Nonexclusive Franchise Agreement

Between

ALLO La Vista, LLC

And

CITY OF LAVISTA, NEBRASKA



## TABLE OF CONTENTS

|   |    |
|---|----|
| SECTION 1. DEFINITIONS.....                     | 1  |
| SECTION 2. GRANT OF AUTHORITY .....             | 5  |
| SECTION 3. THE CABLE SYSTEM.....                | 7  |
| SECTION 4. GOVERNMENT ACCESS CHANNELS .....     | 14 |
| SECTION 5. FEES AND CHARGES .....               | 16 |
| SECTION 6. CUSTOMER SERVICE .....               | 18 |
| SECTION 7. COMPENSATION AND OTHER PAYMENTS..... | 18 |
| SECTION 8. OVERSIGHT AND REGULATION.....        | 19 |
| SECTION 9. TRANSFERS AND ASSIGNMENTS .....      | 21 |
| SECTION 10. SPECIFIC RIGHTS AND REMEDIES.....   | 23 |
| SECTION 11. INSURANCE AND INDEMNITY.....        | 27 |
| SECTION 12. MISCELLANEOUS .....                 | 29 |
| EXHIBITS  |    |

This Franchise Agreement (the "Franchise" or the "Agreement"), is entered into by and between the City of La Vista, a municipal corporation (the "Franchising Authority"), and ALLO La Vista, LLC, a limited liability company duly organized and validly existing under the laws of the State of Nebraska, whose principal place of business is located 330 S 21st St, Lincoln, Nebraska (the "Company"). In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

## SECTION 1. DEFINITIONS

The following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

**"Affiliate"** means any entity, directly or indirectly, controlling, controlled by, or under common control with the Company.

**"Applicable Law"** means all applicable federal, state and local laws, rules, regulations and other requirements, as adopted or amended from time to time, governing matters set forth in, arising out of or related to this Agreement, including, but not limited to the Cable Act.

**"Basic Service"** means the lowest priced tier of service which includes the retransmission of local broadcast television signals, including as a minimum, but not limited to, all must-carry signals and all PEG channels.

**"Cable Act"** means collectively Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521, et seq., and the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as amended.

**"Cable Television System" or "Cable System"** means a facility of the Company, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which is provided to multiple Subscribers within the Franchise Area, but such term does not include: (1) a facility that serves only to retransmit the television signals of one (I) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Rights-of-Way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System (other than for the purposes of Section 621(c) of the Cable Act) to the extent that such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with §653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility system.

**"Cable Service" or "Service"** means the one-way transmission to Subscribers of (i) video programming or (ii) other programming services, such as digital audio; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**"Company"** is defined in the Preamble.

**"Control" or "Controlling Interest"** means, except to the extent otherwise defined elsewhere in this Agreement, actual working control in whatever manner exercised.

**"Effective Date"** means the last date that this Franchise Agreement is executed by the parties on the last page hereof and a Certificate of Franchise is issued and accepted.

**"Expanded Basic Service"** means Basic Service and the next tier of cable services above the Basic Service tier, or the future analog or digital equivalent offered by the Company, together constituting sixty or more channels of programming and excluding

premium or pay-per-view services.

**"FCC"** means the Federal Communications Commission, its designee, or any successor thereto.

**"Franchise Area"** means the incorporated limits of the City of La Vista, Nebraska, as constituted from time to time during this Agreement.

**"Franchisee"** means Company.

**"Franchising Authority" or "City"** means the City of La Vista, Nebraska, or its successor, or any official, officer, employee, agent, board, bureau, authority, agency, commission, or department specifically designated or authorized by the Franchising Authority to act on its behalf with respect to one or more specified matters under this Agreement .

**"Governmental Programming Channels"** means those channels designated by the Company to provide Governmental Programming.

**"Governmental Programming"** means such information, data, messages, broadcasts and public meetings of the Franchising Authority and such other political subdivisions of the State of Nebraska or other governmental unit, or any committee, body or agency thereof, and any other civic, public, educational or governmental programming, as authorized from time to time by the Franchising Authority or its designee.

**"Gross Revenue"** shall mean all revenue derived directly or indirectly by the Company and any Affiliate, subsidiary, parent, or any Person in which the Company has a financial interest from the operation of the Cable System to provide Cable Service pursuant to this Agreement. Provided, "Gross Revenue(s)" shall include, but not be limited to:

- a. Revenue derived from any tier of Cable Service;
- b. Revenue derived from optional premium Cable Services;
- c. Revenue derived from Pay Television Cable Services;

- d. Revenue derived from installation, disconnection, reconnection and changes in service
- e. Late fees;
- f. Franchise Fees;
- g. Revenue derived from leased channel fees for commercial leased access programming and services;
- h. Converter rentals;
- i.. Studio rental, production equipment and personnel fees;
- j. Advertising revenues from the provision of Cable Services over the Cable System;
- k. Revenues from program guides and electronic guides;
- i. Revenues from home shopping, and other revenue-sharing arrangements;
- m. Additional outlet fees;
- n. All revenues derived from any ancillary services related to the provision of Cable Service pursuant to this Franchise; and
- o. Revenue received by any entity other than the Company where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees.
- p. "Gross Revenue(s)" shall not include:
  - i. Bad debt;
  - ii. Any taxes on services furnished by the Company, which are imposed

directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Company on behalf of said governmental unit. The Franchise Fee is not such a tax; or

- iii. Revenue from or fees for any services other than Cable Services or from services that are not provided to Subscribers via the Cable System.

The parties intend for the definition of Gross Revenue(s) to be as inclusive as possible consistent with existing Applicable Law. If there is a change in Applicable Law subsequent to the Effective Date of this Franchise, such change shall not impact this Gross Revenues definition, unless the change specifically preempts the affected portion of the definition above.

**"Normal Business Hours"** means, for purposes of FCC rules referred to in Section 6.1 of Exhibit A in effect on the date that this Agreement is executed, and for any other purpose of this Agreement, with respect to office hours and in-person and live telephone service at Company's local office, 8 a.m. to 5 p.m., Monday through Friday, and 9 a.m. to 1 p.m. on Saturday, unless otherwise agreed by Franchisee and Franchising Authority. For hours other than specified in the foregoing sentence, Company shall make available a live operator or telephone answering service twenty-four (24) hours each day, seven (7) days a week, which shall be the Normal Business Hours during these times with respect to the telephone service provided.

**"Person"** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

**"Street", "Public Right-of-Way" or "Right-of-Way"** means the surface of, and the space above and below, any dedicated public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other dedicated public right-of way in the Franchise Area, including, but not limited to, easements within the Franchise Area which have been dedicated for compatible uses; but shall not include any property of the Franchising Authority which is not a dedicated public right-of-way, street, highway or alley.

**"Subscriber"** means any Person lawfully receiving any Cable Service by means of or in connection with the Cable System, whether or not a fee is paid for such Cable Service.

## SECTION 2. GRANT OF AUTHORITY

2.1 Grant of Franchise. Subject to the terms and conditions of this Franchise Agreement, the charter of the Franchising Authority and applicable ordinances of the Franchising Authority from time to time, the Franchising Authority hereby grants to the Franchisee a nonexclusive franchise which authorizes the Franchisee to construct, install, operate and maintain a Cable System in, along, upon, across, above, over or under the Public Rights-of-Way within the Franchise Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Rights-of-Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Term of Franchise. This Franchise shall expire ten (10) years from the Effective Date of this contract.

2.3 Renewal. Subject to Section 626 of the Cable Act (47 U. S.C. § 546), the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

2.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority, to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets.

2.5 Absent a change in Applicable Law following the Effective Date of this Agreement, the Company (1) acknowledges and accepts the Franchising Authority's legal right to issue and enforce the this Agreement; (2) accepts and agrees to comply with each and every provision of this Agreement; (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary; and (4) agrees not to challenge or attempt to challenge in any claim or proceeding any condition or term of this Agreement or otherwise contend the same to be unreasonable, arbitrary or void or that the Franchising Authority was without power or authority to make such term or condition. The Company accepts and will accept the validity of the terms and conditions of all generally applicable, non-discriminatory local laws as it exists and may be amended from time to time throughout the term of its Franchise in its entirety; provided, however, that any such amendments of local law that are solely applicable to cable service franchises or cable systems and completely discretionary rather than made to reflect changes to Applicable Law , shall not conflict with the terms of this Franchise; provided, however, that nothing set forth in the foregoing provisions of this Section 2.5 shall prevent or prohibit the Franchising Authority or Company from receiving the benefit of mandated rights subsequently enacted under Applicable Law which expressly preempt any of the terms, provisions and/or obligations hereunder. In the event any such rights are subsequently enacted under Applicable Law, the parties agree that this Agreement, at the option of the either party, shall be subject to renegotiation. Should any local law or ordinance be enacted with terms and conditions that are in direct conflict with the terms and conditions of this Franchise, the terms and conditions of this Franchise will be controlling.

2.6 This Agreement and the Franchise granted hereunder shall constitute both a right and an obligation to provide Cable Services as set forth herein. The Company's authority under this Agreement is subject to and must be exercised in strict accordance with Applicable Law. This Franchise does not authorize the provision of any service other than Cable Services or in any way relieve the Company of any generally applicable, non-discriminatory obligation to obtain any additional authorizations or permits now or hereafter required to use the Public Rights-of-Way in the Franchise Area to provide Cable Services or other services. The provisions of this Agreement are not a bar to the imposition of similar, different or additional generally applicable, non-discriminatory conditions with respect to the use of the Public Rights-of-Way in the Franchise Area



in connection with the provision of Cable Services or services other than Cable Services provided such conditions are materially consistent with the conditions imposed on similarly situated Public Rights-of-Way users, other than the Omaha Public Power District and the Metropolitan Utilities District to the extent of any special rights or powers of such Districts in or to Public Rights-of-Way pursuant to Applicable Law. Nothing herein shall be read to prevent Company from providing other non-cable services to the extent consistent with Applicable Law.

2.7 No Right-of-Way shall be used by Company if the Franchising Authority determines that such use is inconsistent with the terms, conditions or provisions by which such Right-of-Way was created or dedicated, or are presently used, or Applicable Law. .

2.8 No rights shall pass to the Company by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

(A) Any other generally applicable, non-discriminatory permit or authorization generally required under Applicable Law for the privilege of transacting and carrying on a business or activities within the Franchise Area that may be required by the Franchising Authority; or

(B) Any generally applicable, non-discriminatory permits or agreements for occupying any property of the Franchising Authority or private entities to which access is not specifically granted by this Agreement including, without limitation, generally applicable non-discriminatory permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the Franchising Authority or another Person or entity.

### SECTION 3. THE CABLE SYSTEM

#### 3.1 The Cable System and Its Operations

3.1.1 General Obligation. The Company shall construct, operate, maintain, and upgrade the Cable System as provided in this Agreement and in accordance with applicable law capable of providing a minimum of one hundred (100) channels of Cable Service to Subscribers

in the Franchise Area.

3.1.2 Cable Service to All Persons. Commencing on the two (2) year anniversary of the Effective Date and within seven (7) calendar days of a written request for Cable Service, the Company shall use commercially reasonable efforts to make Cable Service available to every person requesting the same at any location, including persons residing in individual units of a multiple dwelling unit, within the Franchise Area and no charge shall be imposed on any current or potential subscriber in the Franchise Area for extending Cable Service to the requestor's location so long as the requestor is within one mile of the Franchisee's trunk or distribution cable and there are at least five residential units within a radius of 500 feet of the requestor's location. In the event a person requesting Cable Service is beyond the area set forth in the previous sentence, the Franchisee shall pay the costs of extending the Cable System the first 1,000 feet from the point of the Franchisee's trunk or distribution cable nearest the requestor's location and the requestor may obtain service by paying the construction costs to extend the Cable System the remainder of the distance to the requestor's location. Subject to the foregoing two (2) sentences of this Section 3.1.2., in any new subdivision or development in the Franchise Area, Company shall extend or install the Cable System no later than the date on which electric or telephone utilities are installed such that the Company need only install drops in a dwelling in order to provide Cable Service in the subdivision or development.

3.1.3 Mandatory Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Company are honored. In the event that Company elects to overbuild, rebuild, modify, Transfer (as defined in Section 9 of this Agreement) or sell the Cable System or Franchise, or Company gives the Franchising Authority notice of intent to terminate or fails to renew its Franchise, the Company shall act in good faith and in accordance with Applicable Law so as to insure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. In the event of a change of Company, or in the event a new operator acquires the Cable System or Franchise, the Company shall, in good faith and in accordance with Applicable Law, cooperate with the

Franchising Authority, new franchisee or operator in maintaining continuity of Cable Service to all Subscribers in good standing.

In the event Company fails to provide Cable Service for seven (7) consecutive days without prior approval of the City or without just cause, the City may, at its option, provide Cable Service or designate an operator until such time as Company restores Service under conditions acceptable to the City or a permanent operator is selected. If the City is required to fulfill this obligation for the Company, the Company shall reimburse the Franchising Authority for all reasonable costs or damages in excess of revenues from the Cable Service or Cable System received by the Franchising Authority that are the result of the Company's failure to perform. The Franchising Authority shall also be entitled to its payment of the Franchise Fee during that period.

3.1.4 Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC in effect from time to time, and shall provide to Franchising Authority upon request a written report of the results of any testing of the Cable System or Cable Services. Franchisee shall at all times maintain a skilled workforce and inventory of parts that are necessary for the erection, construction, operation, maintenance and repair of the Cable System, and Franchisee's performance of any other obligation hereunder, from time to time under this Agreement.

3.1.5 Emergency Alert System. The Company shall install and maintain an Emergency Alert System that meets all requirements of federal law.

### 3.2 Requirements With Respect to Work on the Cable System

3.2.1 General Requirements. All work involved in the construction, operation, maintenance, installation, use, operation, repair, upgrade, relocation or removal of the Cable System shall be performed in a safe, thorough, reliable, good and workmanlike manner, applying industry standards of engineering and workmanship, and using materials of good and durable quality, and shall meet or exceed (i) all Applicable Laws (ii) safety or industry codes applicable to the work performance or governing those persons performing the work, and (iii)

requirements of any utility whose poles or conduits are used for the Cable System or any part thereof. If, at any time, it is reasonably determined by the Franchising Authority or any other agency or authority of competent jurisdiction that any part of the Cable System, including, without limitation, any means used to distribute Signals over or within the Cable System, is harmful to the health or safety of any Person, then the Company shall, at its own cost and expense, promptly correct all such conditions.

3.2.2 Licenses and Permits. The Company shall obtain all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the Cable System, or any part thereof, and shall comply with any other code or ordinance of the Franchising Authority, as amended from time to time, and obtain any other approval or permission, as required from time to time for the Franchisee to perform hereunder, including, but not limited to, obtaining any permit that is required prior to use of Rights-of-Way or commencement of construction. Company shall be subject to all laws, rules, regulations and orders regarding private property with respect to performance under this Agreement. Company shall comply with all applicable zoning or land use ordinances, restrictions or regulations as may exist from time to time.

3.2.3 Relocation of Lines. If the grades of lines of any Street or Public Right-of-Way within the Franchise Area are changed at any time during the term of the Agreement, then the Company shall, at its sole cost and expense, upon the request of the Franchising Authority after reasonable prior notice to Company, protect or promptly alter or relocate the Cable System, or any part thereof, as directed by the Franchising Authority, so as to conform with such new grades or lines. In addition to, but not in limitation of the foregoing, Company shall protect, support, disconnect or remove from the Right-of-Way any portion of the Cable System when required to do so by the Franchising Authority due to any excavation, construction, repair, maintenance, grading, regrading, installation, vacation or relocation of any streets, sewers, pipes or other public facilities, structures, improvements or work. Furthermore, if a Street where Company has lines or other facilities is vacated, eliminated or closed, the Company's rights under this Agreement with respect to said Street shall terminate upon 30 days notice and Company shall remove the Cable System from the former Street unless it obtains easements

from property owners permitting the Cable System to remain; provided, however, that Franchising Authority may reserve easements for Cable System to use the former Street to the extent reserved for other utilities. Company shall pay the entire cost and expense of any removal, movement, relocation, installation or reinstallation of any lines or other facilities pursuant to this 3.2.3 unless it is for the benefit of a private party, in which case Company may charge the private party for actual costs and expenses.

3.2.4 Protection of Structures. In connection with the construction, operation, maintenance, repair, upgrade, or removal of the Cable System, the Company shall, at its own cost and expense, protect any and all existing structures belonging to the Franchising Authority and all designated landmarks. The Company shall obtain the prior approval of the Franchising Authority before altering any water main, sewerage or drainage system, or any other municipal structure, improvement or property. Any such alteration shall be made by the Company, at its sole cost and expense, and in a manner prescribed by the Franchising Authority. The Company agrees that it shall be liable, at its own cost and expense, to replace or repair and restore, in a manner as may be specified by the Franchising Authority, any Street or other municipal structure, improvement or property that may be disturbed, damaged or destroyed as a result of any work hereunder or any act, omission or negligence of Company or its designee to as good or better condition as existed immediately before the disturbance, damage or destruction, and to maintain said condition for one (1) year thereafter. Company shall erect, install, construct, repair, replace and maintain the Cable System and otherwise carry out its duties under this Agreement in a manner that (i) minimizes interference with use of the Rights-of-Way and the property, inhabitants and activities in the Franchise Area; and (ii) does not unduly burden the present or future use of the Rights-of-Way. If the Franchising Authority determines that any portion of the Cable System constitutes an undue influence or burden, the Company shall at its sole cost and expense modify the Cable System or take such other action as the Franchising Authority determines to remove, eliminate or alleviate the influence or burden within the period specified by the Franchising Authority.

3.2.5 Movement of Wires. The Company shall, upon at least forty-five (45) days prior written notice (or such other notice period as agreed to by the parties) to Company by the

Franchising Authority of any Person holding a permit (including a permit to move a structure) temporarily move its wires or other equipment. The Company may impose a reasonable charge on any Person (other than the Franchising Authority) for any such movement of its wires or equipment and may require payment in advance; provided, however, that the amount charged by Company shall not be greater than the Company's actual direct costs to carry out the move.

3.2.6 Emergency Actions. The Franchising Authority may, in case of fire, disaster, or other emergency situations, as reasonably determined by the Franchising Authority, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Cable System, in which event the Franchising Authority shall not incur any liability to the Company. When possible, the Company shall be consulted prior to any such cutting or movement of its wires and be given the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the Cable System shall be borne by the Company.

3.2.7 Safety Precautions. The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, in accordance with Applicable Law.

3.2.8 Other Property. Before entering or performing work on any municipal or private property in the Franchising Area, Company shall obtain the written permission of the property owner. In addition, Company shall at its sole cost and expense immediately restore and replace any real or personal property that is disturbed, damaged or destroyed as a result of any work hereunder or act, omission or negligence of Company or its designee to as good or better condition as such property was in immediately before the disturbance, damage or destruction, and shall maintain said condition for one (1) year thereafter.

3.2.9 Tree Trimming. Company shall have the authority to trim trees to prevent damage to the Cable System; provided, however, that any trimming shall be (i) performed in accordance with Applicable Law; and (ii) except in the event of an emergency, subject to the prior written approval of the owner of the property on which the trees are located.

### 3.3 Maps and Plats

3.3.1 Company's Obligation. The Company shall make available for inspection by the Franchising Authority true and accurate maps or plats of all existing and proposed installations and update the same at reasonable intervals so that the Franchising Authority will at times have access to current set of such maps and plats.

3.3.2 Franchising Authority's Obligation. The Franchising Authority shall provide upon request from the Company the boundaries from time to time of the Franchise Area.

3.4 Undergrounding of Cable System. For any Cable System expansion, the Company shall place the Cable System lines and equipment underground in localities where both telephone and power lines are underground. For existing facilities (or any other aerial facilities during this Agreement), the Company shall replace aerial facilities with underground facilities if and when other utilities are required by the Franchising Authority to place facilities underground. At no time shall the Cable System be the only aerial facility. Where undergrounding is required, the Company shall, with prior written consent of Franchising Authority, have the option of sharing or not sharing in utility trenches. Nothing in this section shall preclude the Company from placing active components, including pedestals and power supplies, above ground in areas where facilities are otherwise required to be underground, unless similar components of telecommunications providers or other cable providers are required to be underground.

3.5 No Liability to Company. Neither the Franchising Authority nor its officers, officials, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Company as a result of or in connection with the protection, movement, removal, alternation, or relocation of any part of the Cable System by or on behalf of the Company or the Franchising Authority in connection with any emergency, public work, public improvement, alteration of any municipal structure, or any change in the grade or line of any Street, as provided in this Agreement.

3.6 Service to Public Buildings.

3.6.1 Reserved.

3.6.2 With respect to any new request after the Effective Date of this Agreement for service for a Public Building, the Company shall provide free of charge and not subject to offset against the Franchise Fee, throughout the term of this Agreement, one (1) service drop, two (2) outlets and two (2) converter units if necessary, and Basic Service and Expanded Basic Service (i.e. together the equivalent of sixty (60) or more Channels of programming) or the future equivalent of such service tiers offered by Company in the Franchise Area ("Complimentary Service"), to each of the public facilities located in the Franchise Area, including but not limited to: City Hall; all public fire stations and police stations; all public libraries; all Governmental Programming access facilities designated by the Franchising Authority; all City and County administrative and operational buildings; all public and private accredited K-12 schools located in the Franchise Area ("Public Buildings"). Each separate unit of a jointly owned public facility shall constitute a separate Public Building for purposes of this 3.6.2 to the extent technically feasible to provide Complimentary Service to each separate unit of a jointly owned public facility.

3.6.3 For purposes of this Section 3.6, the term "Designated Representative" shall include anyone designated by the local governing body responsible for the Public Building in question. The Designated Representative may request Complimentary Service to Public Buildings which shall be made in writing. With respect to all Public Buildings in existence as of the Effective Date of this Agreement, Company shall be responsible for all costs of extension for any installation which is less than four thousand (4,000) cable feet from the Company's "activated plant," which for purposes of this Agreement means activated lines. Such Public Building shall pay any net additional drop or extension Installation Costs in excess of four thousand (4,000) cable feet. With respect to any Public Building coming into existence or relocated after the Effective Date of this Agreement, Company shall be responsible for all costs of extension for any installation which is less than two hundred (200) cable feet from the Company's activated plant and such Public Building shall pay any net additional drop or extension Installation Costs in excess of two hundred (200) cable feet.

For purposes of this Section 3.6, "Installation Costs" shall include only the Company's



documented cost of: (1) necessary materials, equipment and hardware to complete the installation; and (2) required labor charged at Company's lowest hourly service charge taking into account the classification and skill level of employee(s) needed to perform. The recipient of the Complimentary Service will secure any necessary right of entry.

3.6.4 Notwithstanding anything to the contrary set forth in this Section 3.6: (i) Company and the Franchising Authority agree that Company shall not be required to honor a Complimentary Service request to any Public Building unless it is technically feasible; and (ii) Company during the term of this Agreement also will provide free of charge to the City any additional equipment or requirements periodically necessary to receive or use any service or equipment provided pursuant to this Section 3.6.

3.6.5 Nothing in this Section 3.6 is intended to prevent a separate written agreement between any entity receiving Cable Services under the terms hereof and the Company regarding the subject matter hereof. To that end, in the event a separate written agreement with any such entity is negotiated and agreed upon, the Company shall give notice thereof to the Franchising Authority and advise therein as to the provisions of this Franchise which are no longer applicable to such entity. In no event, however, shall the Company be relieved of its obligations to meet the requirements of this Section 3.6 should such a written agreement fail to materialize, be terminated, or expire during the term of this Franchise.

3.6.6 The Franchising Authority acknowledges and agrees the Company shall have no obligation to provide Complimentary Service to any private Person or entity which is leasing space in a Public Building.

#### SECTION 4. GOVERNMENT ACCESS CHANNELS

4.1 Election and Effective Date. All provisions set forth in this Section 4 and attached Exhibit B shall apply only if the Franchising Authority elects to begin use of Government Access Channels for Governmental Programming, which election shall be made by giving at least 180 days advance written notice to the Company.

4.2 Channel Capacity. The Company shall designate channel capacity on the Basic Service tier for Governmental Programming to be provided by the Franchising Authority or its designee (which programming may be provided pursuant to an interlocal cooperation agreement in conjunction with one or more of Ralston, Papillion, Bellevue or any other governmental entity, or a board or committee of representatives authorized by said municipalities or entity and the Franchising Authority). The Franchising Authority shall have the option of initially activating up to two (2) channels for Governmental Programming. Except as otherwise provided by law, the channels and any programming thereon shall be under the exclusive management and control of the Franchising Authority or its designee and shall be used solely for Governmental Programming. The Franchising Authority may at any time allocate or reallocate the usage of the Governmental Programming Channel(s) among and between different uses and users in the Franchising Authority's sole discretion. Company agrees to cooperate and consult with Franchising Authority, free of charge, to ensure that any purchases of equipment by Franchising Authority and installations completed by the Franchising Authority are compatible with the Company's Cable Service and Cable System, technology and reasonably foreseeable system specifications.

4.3 Channel Designations. The Company shall have sole discretion to make channel number assignments for Governmental Programming Channel. In the event the Company is required by federal law or regulations to change the channel number of a Governmental Programming Channel, the Company shall provide thirty (30) days advance notice to the Franchising Authority and its Subscribers. Should Company decide to change the channel number for any other reason, the Company shall notify the Franchising Authority of such change and the reason for the change at least thirty (30) days prior to the proposed change. Company shall use its best efforts to place Governmental Programming Channels in a consecutive or near-consecutive block of Channel numbers in reasonably close proximity to other public affairs programming (e.g., CSPAN, PBS) on the Basic Service Tier. Company agrees not to encrypt the Governmental Programming Channels any differently than commercial Channels available on the Cable System. Company agree to discuss, at the option of the Franchising Authority, working with the Franchising Authority to place educational or governmental content on the Cable System in the form of video "on demand" programming. Only upon mutual written agreement by Company and Franchising

Authority may Company consolidate the Governmental Programming Channels to a single Channel on the Basic Service Tier. If mutually agreed upon, all of the Governmental Programming Channels could then be accessed either as an application on a menu or as choices on the assigned Channel. The Franchising Authority agrees to consider any reasonable proposal regarding Governmental Programming consolidation.

4.4 Additional Governmental Programming Channels. The Company shall make available up to one (1) additional Governmental Programming Channel to the Franchising Authority pursuant to this section. This Channel shall be made available if the following criteria are met:

(i) Existing Governmental Programming on each existing Governmental Programming Channel exceeds eighteen (18) hours per day, at least six (6) days per week, and this level of programming is continuous for a period of twenty-six (26) consecutive weeks;

(ii) At least 70% of such Governmental Programming is locally produced programming, of which at least twelve (12) hours per week is programming other than character generated programming.

(iii) No more than four (4) hours per day of Governmental Programming during such 26-week period represents repeat programming. For the purposes of this section "repeat" programming shall consist of programming that has already been shown at least one time on any Governmental Programming Channel during the preceding four (4) weeks. The additional Governmental Programming Channel shall be made available within 60 days following the written request of the Franchising Authority and verification of compliance with each of foregoing conditions.

4.5 Use of Unused Capacity. Whenever any Governmental Programming Channel is programmed for less than eight (8) hours per day, six (6) days per week for a continuous period of not less than 26 consecutive weeks, the Franchising Authority shall permit the Company to utilize unused channel capacity on that channel; subject to such rules and procedures as specified

by Franchising Authority from time to time. Any request from the Company to use any fallow capacity designated for a Governmental Programming Channel must be submitted in writing to the Franchising Authority. If the Franchising Authority fails to act on the Company's request within sixty (60) days, it shall be deemed approved. After approval, the Company may continue to utilize the unused capacity of the channel for any other purposes it so chooses, consistent with the Franchise, until the Franchising Authority determines that all or any part of such channel capacity is needed for Governmental Programming. The Company shall be given not less than sixty (60) days to relinquish use of part of the channel back to the Franchising Authority. This provision shall not be construed to require the Franchising Authority to rearrange or reschedule any programming upon said channel.

4.6 Maximum Number of Governmental Programming Channels. The maximum number of Governmental Programming Channels, which may be required under this Agreement, shall be three (3), subject to the usage requirements in Section 4.4.

4.7 Other Requirements. Additional requirements for Governmental Programming Channels are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## SECTION 5. FEES AND CHARGES

5.1 Rates, Fees and Charges. Before any new or modified rate, fee, charge, deposit or associated term or condition for Cable Service may be imposed, the Company must provide notice to the Franchising Authority of the change, and notify affected Subscribers. Submission of a Company rate card which reflects all current rates, fees, charges, deposits and associated terms and conditions will satisfy the requirements of this Section.

5.2 Prohibition Against Discrimination in Charges to Residential Subscribers. The Company shall not discriminate between or among any residential Subscribers in the rates, terms and conditions for any Cable Service; provided that the foregoing requirement shall not prevent (to the extent otherwise permitted by applicable law) the use of (i) short-term sales promotions and other short-term discounts or reduced charges; (ii) reasonable discounts or reduced charges to

senior citizens or economically disadvantaged groups; or (iii) bulk rate arrangements. Nothing in this section shall be construed to prevent the Company from individually negotiating the rates, terms and conditions of Cable Service provided to nonresidential customers. Notwithstanding the foregoing, Company shall not deny service, deny access or otherwise discriminate on rates or any other terms or conditions of Cable Services (or any related service provided by Company) on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, marital status, income level, demographics, status with regard to public assistance or location within the Franchise Area.

5.3 Parental Control Devices. Upon the request of a Subscriber, the Company shall make available a device, or an application within its convertors, by which the Subscriber can block completely the video and audio signals of a particular Cable Service during periods selected by that Subscriber.

5.4 Franchising Authority's Regulation of Fees and Charges. The Franchising Authority reserves the right to regulate the Company, the Cable System and the rates, fees, charges, deposits and associated terms and conditions for Cable Service (or for related equipment or services such as equipment rental, deposits and downgrade fees) provided pursuant to this Agreement to the fullest extent permitted by Applicable Law, as amended from time to time, and the Franchising Authority may, in connection with any such regulation, establish rules and regulations from time to time to the extent permitted by such Applicable Law. In connection with such regulation, the Franchising Authority shall comply with FCC rules as amended from time to time and provide the public with an opportunity to comment. In the event (i) the Company offers one or more cable, Internet-related, telecommunications or any other (cable or non-cable) service on a bundled basis (such that more than one service is provided at a single, combined, discounted or special fee), (ii) at least one of such bundled services is a Cable Service under this Agreement, and (iii) revenues received by the Company on at least one service provided in the bundled arrangement is not subject to any fee or tax to the Franchising Authority, or is subject to a different rate of fee or tax to the Franchising Authority than is provided for under this Agreement on Cable Services, then any discount of fees or charges of Company to Subscribers or customers obtaining bundled

services shall be applied proportionately to the fee of each service provided under the arrangement such that it is not applied disproportionately to Cable Services provided under this Agreement.

## SECTION 6. CUSTOMER SERVICE

Company shall meet all customer service standards attached hereto as Exhibit A and incorporated herein by this reference.

## SECTION 7. COMPENSATION AND OTHER PAYMENTS

7.1 Compensation to the Franchising Authority. As compensation for the use of the Public Rights-of-Way, the Company shall pay to the Franchising Authority the amounts set forth in this Section 7.

7.1.1 Franchise Fees for Cable Service. The Company shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenue. The five percent (5%) franchise fee includes compensation for Right-of-Way use by the Franchisee. For purposes of the Franchise Fee to be paid by Company under this Agreement, in the case of Cable Service that may be bundled or integrated functionally with other services, capabilities, or applications of Company, the fee shall be applied only to the Gross Revenues attributable to Company's Cable Service as reflected on the books and records of Company kept in the regular course of business in accordance with Generally Accepted Accounting Principles and applicable law.

7.1.2 Franchise Fees - Payment. All such payments of franchise fees shall be made on a quarterly basis, not later than forty-five (45) days after the last day of each calendar quarter, and shall be remitted simultaneously with a report setting forth the Gross Revenue for the period ending on said last day. Unless otherwise directed by the City Administrator or the City Administrator's designee, the Company shall provide such information using the form attached hereto and incorporated by reference as Exhibit C. Any amount not paid when due hereunder shall accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under Applicable Law.

7.1.3 Franchise Fee Payments Subject to Audit. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable or any other claim under this Agreement, and all amounts paid shall be subject to audit and recomputation by the Franchising Authority. Company, at its expense, shall periodically provide to City an independent audit of franchise gross receipts, and shall annually provide such an audit for the twelve month period chosen by Franchising Authority.

7.1.4 Franchise Fees Change in Rate. Upon ninety (90) days advance written notice from Franchising Authority to Company, the Franchising Authority may increase or decrease the Franchise Fee to the extent permissible under Applicable Law, and pursuant to said notice and direction, Company shall pay to the Franchising Authority an annual Franchise Fee of up to the maximum amount permitted by Applicable Law. At any time during the duration of this Franchise, in the event that the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the City may unilaterally amend this Franchise after holding a duly noticed public hearing to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Company to the City hereunder, provided that Company has received at least ninety (90) days prior written notice from the City of such amendment and that all other providers of cable services in the Franchise Area are subject to the same increase in Franchise Fees.

7.2 Continuing Obligation. In the event the Company continues to operate all or any part of the Cable System after the term of this Agreement, then the Company shall continue to comply with all applicable provisions of this Agreement, including, without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall be for a period not to exceed ninety (90) days thereafter and in no way be construed as a renewal or other extension of this Agreement or the Franchise.

7.3. Other Payments. The franchise fees provided under this section 7 are in addition to

any other amounts that may be due the Franchising Authority by Company from time to time, including, but not limited to taxes and permit fees. Franchisee shall pay within 60 days of the Effective Date of this Franchise Agreement all franchise fees remaining under any prior franchise between Franchisee and Franchising Authority.

## SECTION 8. OVERSIGHT AND REGULATION

8.1 Franchising Authority's Right of Oversight. The Franchising Authority shall have the right to oversee, regulate, and periodically inspect the construction, operation, maintenance and upgrade of the Cable System, and all parts thereof, as necessary to ensure compliance with the provisions of this Agreement. Company shall perform its obligations under this Agreement and shall not directly or indirectly contract, assign or subcontract any obligation or performance in whole or in part to any other Person.

8.2 Reports. At the request of the Franchising Authority, the Company shall promptly submit to the Franchising Authority such reasonable information as the Franchising Authority may request regarding the Company's compliance with any term or condition of this Agreement.

### 8.3 Company To Maintain Books, Records and Files

8.3.1 Books and Records. Throughout the term of the Agreement, the Company shall maintain in the Franchise Area, or make available in the Franchise Area within thirty (30) business days, complete and accurate maps, books of account and records regarding the Company's ownership and operation of the Cable System and the provision of Cable Service over the Cable System, including without limitation, books of account and records adequate to enable the Franchising Authority to determine whether the Company is, and throughout the term of this Agreement has been, in compliance with this Agreement. All such documents pertaining to financial matters which may be the subject of an audit by the Franchising Authority shall be retained by the Company for a minimum of five (5) years, unless a shorter period of time is authorized by the City Administrator or her designee in writing. Upon request by the Franchising Authority, the Company agrees to provide for review of the City at City Hall either a list of all shareholders holding ten percent (10%) or more of its outstanding shares or a chart or similar document stating its ownership structure that includes the ultimate parent company. Upon request,



the Company shall provide the Franchising Authority with copies of publicly available financial reports that Company files with any government agency.

8.3.2 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during Normal Business Hours, in the Franchising Area those documents required pursuant to the FCC's rules and regulations.

8.4 Franchising Authority's Rights of Inspection and Audit

8.4.1 Right of Inspection General. Upon reasonable prior notice to the Company and during Normal Business Hours, the Franchising Authority or its designated representatives, shall have the right to examine, in the Franchise Area, all books and records pertaining to the Company's performance under the terms of this Agreement. Further, during Normal Business Hours and upon notice to the Company, the Franchising Authority or its designated representatives may inspect and examine any other aspect of the Cable System, including facilities and equipment thereof, as necessary or appropriate to ensure compliance with this Agreement.

8.4.2 Franchising Authority May Conduct Compliance Audit and Hearings. To the extent permitted by Applicable Law, the Franchising Authority may conduct a compliance audit and hold public hearings at any time during the term of the Franchise, provided it gives the Company (1) written notice thirty (30) business days in advance of the commencement of any such audit and (2) written notice, of the time and place of such public hearing, ten (10) business days in advance of such hearing, and provided further that the Company shall be given an opportunity to be heard.

8.5 The performance bond described in Section 10.2 shall become the property of the Franchising Authority in the event that Company's Franchise is cancelled by reason of default of the Company. The Company, however, shall be entitled to the return of the performance bond, or remaining portion thereof, as remains at the expiration of the term of this Agreement, provided that there is no then outstanding default or existing obligation on the part of the Company.

## SECTION 9. TRANSFERS AND ASSIGNMENTS

9.1 Transfer of Franchise or Interest Therein.

9.1.1 Consent Generally Required. (A) Company shall not sell, transfer, lease, assign, sublet, encumber, pledge, deed, grant, mortgage or dispose of in whole or in part, either voluntarily or involuntarily, by forced or involuntary sale or transfer, or by ordinary or voluntary sale, transfer, consolidation or otherwise, the Franchise and/or Cable System or any right, title or interest therein, or rights or privileges granted by the Franchise ("Transfer"), without the prior consent of the City Council of the Franchising Authority, which consent shall not be unreasonably withheld; though the Franchising Authority shall have the option to grant consent, grant consent subject to specified conditions, or deny consent. Any attempt to Transfer, the Franchise and/or Cable System without the consent of the City Council of the Franchising Authority shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the city shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness.

(B) The following events shall be deemed to be a Transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Company's assets; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interest in Company or its parent (except ALLO Holdings LLC) by one or more of its existing share holders, partners, members or other equity owners so as to create a new controlling interest in Company or its parent (except ALLO Holdings LLC); (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Company or its parent (except ALLO Holdings LLC) so as to create a new controlling interest in Company or its parent (except ALLO Holdings LLC); and (iv) the entry by Company into an agreement with respect to the management or operation of the Company and/or the System. The term controlling interest as used herein means majority equity ownership.

(C) In the case of any Transfer of any Franchise and/or Cable System the City shall have one hundred twenty (120) days to act upon any request for approval of such Transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Agreement and such other

reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within one hundred twenty (120) days from receipt by the City of all required information, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(D) Company shall notify Franchising Authority in writing upon learning of any pending or proposed foreclosure or other judicial, trustee or other sale of all or a substantial part of the Franchise property of the Company or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notification shall be considered by Franchising Authority as notice that a Transfer of the Franchise has taken place and the provisions under this Section governing the consent of Franchising Authority to such change in control of ownership shall apply.

(E) For the purpose of determining whether it shall consent to such change, Transfer, or acquisition of control, Franchising Authority may inquire into the legal, technical and financial qualifications of the prospective transferee or controlling party, and obtain any other information or make any other inquiry as the Franchising Authority deems necessary or appropriate, and Company shall assist Franchising Authority in any such inquiry. In seeking Franchising Authority's consent to any Transfer, Company shall have the responsibility of insuring that the transferee completes an application in form of FCC Form 394. The application shall be submitted to Franchising Authority not less than ninety (90) days prior to the date of Transfer. The transferee shall be required to establish that it possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder of the term of the Franchise. If, after considering the legal, financial and technical qualities of the applicant and determined that they are satisfactory, the Franchising Authority finds that such Transfer is acceptable, the Franchising Authority shall transfer and assign the rights and obligations of such Franchise. The consent of the Franchising Authority to such Transfer shall not be unreasonably denied.

(F) Any financial institution having a pledge of the Company or its assets for the advancement of money for the construction and/or operation of the Franchise shall have the right to notify the Franchising Authority that it or its designee satisfactory to the Franchising Authority

shall take control of and operate the Cable Television System, in the event of a Company default in its financial obligations, subject to approval of Franchising Authority. Further, said financial institution shall also submit a plan for such operation within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution exercises control over the System. The financial institution shall not exercise control over the System for a period exceeding one (1) year unless extended by the Franchising Authority in its discretion and during said period of time it shall have the right to petition the Franchising Authority to transfer the Franchise to another Company. Company shall pay or reimburse costs of the Franchising Authority to analyze, consider or make a decision regarding any proposed Transfer.

9.1.2 Transactions for Which Consent is Not Required. The prior consent of the Franchising Authority shall not be required with respect to intra corporate transfers of reorganizations between or among wholly owned or controlled subsidiaries of the Company, or any Affiliate of the Company; provided, however, that any such transaction that constitutes a direct or indirect Transfer shall require prior consent of the Franchising Authority pursuant to 9.1.1. The Franchising Authority will be given at least thirty (30) days prior written notice of any such transaction, and will be provided any such information as may be reasonably requested by the Franchising Authority.

## SECTION 10. SPECIFIC RIGHTS AND REMEDIES

10.1 Remedies Not Exclusive. The Company agrees that the Franchising Authority shall have the specific rights and remedies set forth in this Section 10. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the Franchising Authority to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the Franchising Authority shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Company.

10.2 Performance Bond. Within thirty (30) days after the Effective Date, the Company shall

deposit with the Clerk of the Franchising Authority a performance bond from a surety authorized to do business in the State of Nebraska and acceptable to the Franchising Authority in the minimum amount of One Hundred Thousand Dollars (\$100,000). The form and content of such performance bond shall be subject to the approval of the Franchising Authority and shall contain a provision that the issuer of such performance bond can rely absolutely on the demand of the Franchising Authority upon said performance bond. The performance bond shall be used to ensure the faithful performance by Company of all provisions of this Agreement, including payment of franchise fees; compliance with all orders, permits and directions of any agency, commission, board, department, division, or office of the Franchising Authority having jurisdiction over its acts or defaults under this Agreement; and the payment by Company of any claims, liens, and taxes due the Franchising Authority which arise by reason of the construction, operation or maintenance of the Cable System.

The performance bond shall be maintained at the minimum amount of One Hundred Thousand Dollars (\$100,000) during the entire term of this Franchise, even if amounts have to be withdrawn pursuant to this section and shall remain in effect for sixty (60) days after the conclusion or termination of this Agreement.

(i) If Company fails to pay the Franchising Authority any amount within the time fixed herein, or fails to pay to the Franchising Authority any taxes due and unpaid, or fails to pay or repay the Franchising Authority within ten (10) days any damages, costs, or expenses which the Franchising Authority is compelled to pay by reason of the acts or default of Company in connection with the Franchise, or fails after receipt of thirty (30) days' written notice of such failure by the Franchising Authority to comply with any provision of this Franchise which the Franchising Authority reasonably determines can be remedied by an expenditure of money, the Franchising Authority may, subject to Section 10 herein, demand and receive payment of the amount thereof, with interest, under the performance bond. Upon such demand for payment, the Franchising Authority shall notify Company of the amount and date thereof.

(ii) The performance bond shall contain the following endorsement: "It is hereby understood and agreed that this performance bond may not be canceled by the issuer hereof nor the intention not to renew be stated by the issuer hereof until thirty (30) days after receipt by the Franchising Authority, City of La Vista, Nebraska, by registered mail of a written notice of

such intention to cancel or not to renew." Within thirty (30) days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority a replacement performance bond in a form reasonably acceptable to the Franchising Authority.

### 10.3 Events of Default

10.3.1 Grounds. The Company agrees that an Event of Default ("Event of Default") shall include but shall not be limited to, any of the following acts or failures to act by the Company:

- (i) Company's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Company's failure to perform any obligation hereunder;
- (ii) The foreclosure or other similar judicial or nonjudicial sale or Transfer of all or any material part of the Cable System, except as approved by the Franchising Authority pursuant to Section 9;
- (iii) The condemnation by a public authority other than the Franchising Authority, or sale dedication under threat or in lieu of condemnation, of all or any material part of the Cable System;
- (iv) The suspension or discontinuance of business by the Company;
- (v) Any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law or the expiration without renewal of any such authorization;
- (vi) Company's failure to pay the franchise fee or any amount due under this Agreement;
- (vii) Company's failure to pay any taxes of any kind, including, but not limited to, property and income taxes, on or before the due date for the same; provided, however, that Company shall not be in default with respect to any taxes that have not been paid because they are being disputed in good faith;

(viii) The entry of any judgment against Company that remains unpaid for longer than forty-five (45) days after entry (and is not stayed pending rehearing or appeal) which would materially impair Company's ability to provide Cable Services in the Franchise Area;

(ix) Dissolution or termination of the Company for any reason; or

(x) Company's voluntary or involuntary filing in bankruptcy, insolvency, transfer for the benefit of creditors, failure to pay debts as they come due or any attempt to obtain protection from creditors.

10.3.2 Franchising Authority Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, as set forth in Section 10.3.1, and in accordance with the procedures provided in Section 10.3.3, the Franchising Authority may take one or more of the following actions (in addition to, and not in limitation of, any other action, right or remedy available at law or equity):

(i) Require the Company to take such actions as the Franchising Authority deems reasonably appropriate to cure such Event of Default;

(ii) Seek money damages from the Company as compensation for such Event of Default;

(iii) Seek to obtain the appointment of a court-appointed trustee or similar Person to take any actions which the Franchising Authority deems appropriate in the circumstances;

(iv) Terminate this Agreement, in which case, the Franchise shall be forfeited; or.

(v) Commencement of an action at law for monetary damages or in equity for injunctive relief or specific performance.

10.3.3 Breach Procedures. The Franchising Authority shall exercise the rights provided in Section 10.3.2 in accordance with the procedures set forth below.

(i) The Franchising Authority shall notify the Company, in writing, of an Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. If the Event of Default is due to failure of the Company to pay money to Franchising Authority, Company shall cure the default by paying the full amount of any undisputed amount due with interest within thirty (30) days after the date notice is given. For an Event of Default which can not be cured by the payment of money to Franchising Authority, Company shall have sixty (60) days after notice is given to cure the Event of Default. If the Event of Default is not cured, the Event of Default and proposed termination of the Franchise shall be considered by the City Council in accordance with such notices, public hearings and other procedural requirements as required by applicable law.

Termination. In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the Franchising Authority may: (i) direct the Company to cooperate with the Franchising Authority or third party in maintaining continuity in the distribution of Cable Service to Subscribers over the Cable System for a period of up to three (3) months or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner. In addition, the Company shall remove the Cable System from the Franchise Area as and when specified by the Franchising Authority and the Franchising Authority shall retain any franchise fees or other fees or payments already paid, and Company shall immediately pay all other amounts that are due and payable, upon the termination date. Company shall simultaneously submit to Franchising Authority a financial statement as would otherwise be required under this Agreement, showing all amounts that are due and payable upon the termination date.

10.5 New Legal Requirements. Franchising Authority shall have the option to reopen this Franchise Agreement within 90 days of any applicable federal or state law, regulation, rule or order that becomes effective after the Effective Date and affects the right of the Franchising Authority to regulate rates or protect Subscribers of Cable Services, and only those matters directly affected by the legislation shall be at issue in the event the Franchise Agreement is reopened.



SECTION 11.  
INSURANCE AND INDEMNITY

11.1 Insurance

11.1.1 Specifications

(a) Liability Insurance. Throughout the term of this Agreement and during the removal of the Cable System, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies that are in a form and content acceptable to the Franchising Authority. Such policy or policies shall be issued by companies duly licensed to do business in the State of Nebraska and acceptable to the Franchising Authority. Such policy or policies shall insure (i) the Company and (ii) the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees against each and every form of liability of the Company or Franchising Authority arising out of or resulting from Company's work, acts, or omissions under this Agreement in the minimum combined amount of Five Million Dollars (\$5,000,000) for all claims arising out of a single occurrence.

(b) Workers' Compensation. The Company shall comply with the Nebraska Workers' Compensation Act and in that regard shall during this Agreement and removal of the Cable System secure insurance from an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority to cover its obligations with respect to workers' compensation claims, or takes other appropriate steps, which insurance and steps shall be in form and substance satisfactory to the Franchising Authority. The Company shall indemnify and hold harmless the Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from any workers' compensation claims to which the Company may become subject during the term of this Agreement or removal of the Cable System.

(c) Other Coverages. The Company shall at all times during this Franchise and the removal of the Cable System also maintain the following types of insurance, written by an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority (and in form and content acceptable to the Franchising Authority) to indemnify, defend and hold harmless

Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from and against the specified risks:

- (i) \$5,000,000 per occurrence property damage insurance.
- (ii) \$1,000,000 per person, \$5,000,000 per occurrence comprehensive automobile liability insurance.

11.1.2 Maintenance. The insurance policies required by Section 11.1 shall be maintained by the Company throughout the term of this Agreement and such other period of time during which the Company operates or is engaged in the removal of the Cable System. Each such policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled, the amount or extent of coverage decreased, nor the intention not to renew be stated until (30) days after receipt by the Franchising Authority, by registered mail, of a written notice of such intent to cancel, decrease coverage or not to renew." Within thirty (30) days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority replacement insurance policies in a form reasonably acceptable to the Franchising Authority. Except with respect to any worker's compensation policy, the Franchising Authority and each of the parties for which insurance protection is to be provided by Company under this Agreement shall be designated in the governing policies as additional named insureds. Within thirty (30) days after the Effective Date, and at such other times as requested by Franchising Authority, Company shall provide Franchising Authority with certificates of insurance evidencing the coverages in effect in accordance with this Section 11. Failure to maintain the insurance required by this Section 11 shall be a material breach of this Agreement.

11.1.3 Increased Insurance Coverage. In the event of any changed circumstances following the Effective Date, if the Franchising Authority wishes to alter the minimum limitation of the liability insurance policy or policies required in Section I 1. I, then the Franchising Authority and the Company shall negotiate such alteration in good faith.

11.1.4 Liability Not Limited. The legal liability of the Company to the Franchising Authority and any Person for any of the matters which are the subject of the liability insurance

policies required by this Section 11.1 including, without limitation, the Company's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Company.

11.2 Indemnification of the Franchising Authority. Company shall defend, indemnify, and hold harmless the Franchising Authority, its officers, officials, employees, agents, attorneys, consultants, boards, commissions, representatives and independent contractors from and against any and all liabilities, costs, claims, damages, penalties, charges, losses or expenses of any kind (including, without limitation, attorneys' fees and court costs) in any way arising out of or resulting from: (a) the construction, installation, operation, maintenance, repair, upgrade or removal of, or any risk, event or occurrence related to, the Cable System or any part thereof or activity or function related thereto, or to any Cable Service or the production or distribution thereof, (b) any other Company property, (c) the failure of Company or any of its officers, agents, employees, successors, or assigns to comply with any applicable federal, state or local law, rule, regulation or order, or (d) any act, omission or negligence of Company, its officers, agents, employees, successors or assigns.

## SECTION 12. MISCELLANEOUS

12.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by and subject to the Cable Act, other federal laws, state laws of Nebraska, and all applicable local laws, ordinances, and regulations, as amended from time to time. Incorporated herein by reference and made a part of this Franchise Agreement are all La Vista Municipal Ordinances. In the event of a conflict between this Franchise Agreement and any La Vista Municipal Ordinance, this Franchise Agreement will control.

12.2 Nonexclusive Franchise. Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person a franchise, consent, or right to occupy and use the Streets, or any part thereof; for the construction, operation, or maintenance of all or any part of a cable system within the Franchising Area or for any other purpose. This Franchise Agreement does not establish any priority for the use of the Rights-of-Way by the Franchisee or by any other

current or future franchisee or permit holder. In the event of any dispute as to priority of use of the Rights-of Way in the Franchising Area, the priority shall be determined by the Franchising Authority in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Nebraska.

12.3 Entire Agreement. This Agreement embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company.

12.4 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party when deposited in the first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

THE FRANCHISING AUTHORITY:

City Clerk

City of La Vista, Nebraska  
8116 Parkview Boulevard  
La Vista, Nebraska 68128

COMPANY:

ALLO La Vista, LLC

330 S 21st St

Lincoln, NE 68510

Attn: President

With Copy to:

ALLO La Vista, LLC

121 S 13th St

Lincoln, NE 68508

Attn: Legal Department

12.5 Delays and Failure Beyond the Control of the Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to events beyond its control, including but not limited to, strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events beyond its control. In the event that such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all such steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take reasonable steps to do so in as expeditious a manner as possible.

12.6 Additional Representations and Warranties. In addition to the representation, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

- (i) The Company is a corporation duly organized, validly existing and in

good standing under the laws of the State of Nebraska and is duly authorized to do business in the State of Nebraska and in the Franchising Area.

(ii) The Company is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the Cable System and shall obtain and maintain in effect all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

12.7 Maintenance of Cable System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, the Company agrees that it will maintain all of the material properties, assets and equipment of the Cable System, and all such items added in connection with any upgrade in good repair and proper working order and condition throughout the term of this Agreement. The Company, within a reasonable timeframe, as determined by industry standards and Applicable Law, shall at all times during the term of this Agreement upgrade and maintain the Cable System to provide similar technical capabilities, capacity, performance and functionality for the provision of Cable Services as other similarly situated cable systems operated by Company in the metropolitan area in which the Franchise Area is located.

12.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

12.9 No Waiver: Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section 10 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section

10 of this Agreement, are cumulative and not exclusive of any remedies provided by law or in equity, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority under applicable law or in equity.

12.10 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

12.11 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the Franchising Authority.

12.12 Governing Law. This Agreement shall be deemed to be executed in La Vista, Nebraska and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Nebraska, as applicable to contracts entered into and to be performed entirely within that State and such other laws of the State as are applicable to the Agreement or the subject matter thereof.

12.13 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent otherwise required by the Cable Act, any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Nebraska or in a court of the State of Nebraska of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in a Nebraska court, service of process may be made on the Company either in person, wherever such Company may be found, or by registered mail addressed to the Company at its office in the Franchise Area as

required by this Agreement, or to such other address as the Company may provide to the Franchising Authority in writing.

12.14 Modification. Except as otherwise provided in this Agreement or applicable law, no provision of this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, ordinance or order by the Franchising Authority, as required by Applicable Law. The parties recognize the right of the Franchising Authority to adopt or amend local ordinances pursuant to its authority under the laws of the State of Nebraska, and the Company agrees to abide by such ordinances, except to the extent contrary to the Company's contractual rights under this Agreement.

12.15 Headings. Headings used in this Agreement are for convenience only and have no substantive effect or consequence, except for headings used in the Definitions sections.

12.16 Other Matters. This Agreement authorizes the Franchisee to use the Rights-of-Way of the Franchising Area for the purpose of providing the Cable Services over the Cable System. The parties acknowledge and agree that the issuance of this Franchise Agreement is not an agreement, acquiescence or a waiver of any right, remedy or defense of Franchising Authority or Franchisee with respect to the use of the Rights-of-Way for purposes other than the operation of the Cable System to provide Cable Services.

12.17 Reserved Rights. Notwithstanding anything in this Agreement to the contrary, this Franchise Agreement is subject to the Franchising Authority's: right to control, manage and regulate Rights- of-Way and other public property; ordinances related to the subject matter of this Agreement, as amended from time to time, and not expressly revoked by this Agreement; right to install or maintain without charge any equipment or lines of the Franchising Authority on the poles or in conduit of the Company, so long as



such use does not interfere or compete with Cable Services provided by Company; and right to require upon expiration or termination of this Agreement that the Franchisee remove at its own cost and expense any or all of the Cable System.

12.18 Abandonment. Any property abandoned by the Company shall become, at the option of the City, property of the City and the Company agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City.

12.19 Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, during the performance of this Franchise, (i) neither Company nor any subcontractor of Company, performing work on behalf of Company pursuant to this Franchise, shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin.; and (ii) City is a recipient of federal funds and is required to comply with certain contractual provision of a recipient of federal funds required under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 , the Age Discrimination Act of 1975, as well as other federal Acts, statutes, regulations, executive orders and other authorities. To the extent applicable, all such contractual provisions shall be deemed incorporated into this Agreement by this reference and shall be binding upon the parties.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**ALLO La Vista, LLC**

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

\_\_\_\_\_(Name)

\_\_\_\_\_(Title)

ATTEST: \_\_\_\_\_  
Secretary

**CITY OF LA VISTA**

By: \_\_\_\_\_  
\_\_\_\_\_  
Douglas Kindig, Mayor

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

*[THIS PAGE INTENTIONALLY LEFT BLANK  
EXHIBITS A THROUGH D FOLLOW]*

## Exhibit A

### SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standard. Company shall comply with the more stringent of the customer service and protection standards: (i) set forth in this Agreement, (ii) adopted from time to time by Company, or (iii) from time to time adopted by the FCC. To the extent permitted under federal law, Franchising Authority reserves the right to amend or revise the standards referred to in this Section 6.1 from time to time by ordinance upon 60 days advance notice to Company.

6.2 Selection of Service. Company shall only charge Subscribers for Cable Services that Subscribers affirmatively request and shall not engage in "negative option" marketing or charge a Subscriber for any service or equipment which the Subscriber has not affirmatively requested.

6.3 Billing. Billings for Cable Services shall state in a conspicuous and understandable manner the amount of the bill, the date that payment is due, the date after which charges for late payment will be assessed, and the amount of any charges for late payment. Company shall not assess any charges for late payment earlier than twenty-one (21) days after a bill is mailed to a Subscriber. Charges for late payment shall be no greater than amounts charged a majority of the Company's cable customers in the Omaha metropolitan area.

6.4 Service Calls. Company shall require any person providing services in the community for or on behalf of Company to wear a uniform with a clearly visible Company logo and identification badge bearing the name and picture of the person wearing the same. Company shall account for all identification badges and uniforms at all times. Company vehicles used for service calls shall be clearly marked with a visible Company logo. Company shall not charge any Subscriber for any service call unless it is established that the required service is a result of negligence of, or malicious destruction of cable equipment by, the Subscriber, or a problem that did not originate with the Cable System. Subscribers within the Franchise Area shall receive the same priority of service from the Company, its parent company and any of their respective affiliates as similarly situated Subscribers within any cable television franchise area located within a fifty (50) mile radius of La Vista City Hall, located at 8116 Parkview Boulevard, La Vista, NE 68128.

6.5 Disconnection. Company shall promptly disconnect Cable Service upon, and as of the effective date specified in, a request of any Subscriber. If no effective date is specified in a request, service shall terminate effective the day following day the request is received by the Company. Company shall not charge for any Cable Services after the effective date of termination of service. Company may disconnect Cable Services to a Subscriber (i) forty-five days (45) after payment is due so long as Company provides at least ten (10) days advance written notice to the Subscriber specifying the date that service will terminate (except Cable

Service shall not be disconnected in the event nonpayment is due to a bona fide dispute regarding the Subscriber's bill); or (ii) at any time that the Company reasonably and in good faith determines that the Subscriber tampered with or abused the Company's equipment or the Cable System or is stealing Cable Services, or determines that wiring on the premises (not provided by Company) violates FCC standards.

6.6 Information to Subscribers. Company shall provide to Subscribers upon request or installation of Cable Services, and in any event at least annually, a written description in easily understandable language of Cable Services (and any related services) offered, all rates, prices, fees and charges for or in any way related to Cable Services, installation and maintenance policies and procedures, instructions on the use of Cable Services, billing and complaint procedures, and the designation of programming to channels.

6.7 Customer Contacts. Company shall maintain within a seven-mile radius of City Hall of the Franchising Authority (or at such other location as agreed to by the Franchising Authority and Company) a local office serving the Franchising Area, for the purposes of receiving payment of bills, receiving and responding to service requests, receiving and resolving Subscriber complaints and similar matters. Company also shall maintain a local toll-free telephone service for responding to Subscribers. The office shall be open to the public and the live telephone service available during Normal Business Hours, and a live operator or telephone answering service will be available at all other times. Company shall maintain for a period of five years a record of each Subscriber complaint, response thereto and resolution thereof which shall be available for inspection by the Franchising Authority at the Company's local office during Normal Business Hours. In addition, upon request by the Franchising Authority, Company shall provide reports of customer service performance, including the number of telephone calls received and Company's resolution of the same, to the extent permitted by applicable law. The Company shall, upon request of the Franchising Authority, annually furnish the Franchising Authority with: (i) a report showing the number of Basic Service tier Subscribers; and (ii) a summary of how the Company resolved all written complaints forwarded to it by the Franchising Authority from Subscribers concerning the operation of the Cable System or Service. The Franchising Authority agrees that it shall use its best efforts to keep any such reports generated by the Company as confidential, except as necessary or appropriate to exercise its right under this Agreement.

6.8 Service Interruptions. Company shall interrupt Cable Service only for good cause and for the shortest possible time unless otherwise permitted under applicable law. Company shall minimize the scope, degree and duration of any interruption. In the event of any foreseeable interruption of Cable Service, Franchisee shall give the Franchising Authority advance written notice of the same except in the event the interruption is pursuant to a test required by the FCC. Company shall credit Subscribers pro rata for any Cable Services not received during an interruption. To minimize any service interruptions due to loss of electric power, Company shall maintain a backup power source sufficient to operate the Cable System for up to four (4) hours if there is a loss of conventional electric power.

6.9 Cable Information. Company shall not create, record or retain any information regarding the programming selected by any Subscriber nor shall Company sell, distribute, provide or make available to any Person (other than to Franchising Authority pursuant to applicable law or its role as franchiser) any information about or related to any Subscriber without the Subscriber's prior written authorization, except for such disclosure as necessary to carry out this Franchise Agreement, to provide Cable Services or detect unauthorized reception of any Cable Services.

6.10 Other Service Requirements. Company additionally shall comply with the following requirements:

(i) Company shall, upon request, provide City with information which shall describe in detail Company's compliance with each and every term and provision of this Exhibit A.

(ii) Subscriber Contracts. Company shall, upon request, provide the City with any standard form residential Subscriber contract utilized by Company. If no such written contract exists, Company shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to Customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Company's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

(iii) Late fees. Company shall comply with all applicable laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Company imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Company's compliance with all applicable laws to the maximum extent legally permissible.

(iv) Disputes. All Subscribers and members of the general public may direct complaints regarding Company's Service or performance to the City Administrator or the City Administrator's designee, which may be a person, entity, board or commission.

(v) Removal of facilities. Upon termination of Cable Service to any Subscriber, at the written request of the Subscriber the Company shall at its own expense, promptly remove all of its facilities and equipment from the premises of such Subscriber.

(vi) Company shall comply with such other customer service requirements as are set forth in regulations or other guidance of the Federal Communications Commission from time to time.

In the event the City receives complaints regarding the Company's compliance with one or more of the above-referenced standards in this Exhibit A, the City may request, and the Company shall provide, information and records kept in the Company's normal course of business documenting Company's compliance with the specific term(s) and provision(s) of this Exhibit A that is the subject of the complaint. Company shall make a good faith effort to maintain its information and records in a manner so that the City can easily verify Company's compliance with the requirements of this Exhibit A.

**EXHIBIT B**  
**Public, Educational and Governmental Access**

4.8 Governmental Programming Channel Functionality. Governmental Programming Channels shall be capable of transmitting the primary video stream, related audio, and accompanying program related material within the Governmental Programming Channel video stream. "Program related material" shall mean (i) closed captioning for the hearing impaired, (ii) one alternative language or secondary audio program feed, (iii) program ratings information, (iv) such other material as may be essential to or necessary for the delivery of distribution of the primary video stream in a digital form; (v) video description information; and (vi) any material the FCC specifically identifies as program related material that a cable operator retransmitting a broadcast television signal pursuant to FCC must-carry rules is required to retransmit as part of a broadcast television signal; provided that Company is technically capable of passing through any such program related material; and provided, further, that program related material shall not include any interactive element or transactional application that requires the functionality of a two-way cable or similar plant or otherwise suggests that a return path will be provided, including, without limitation, any feature that prompts a Customer to attempt to utilize "triggers" or other options that are enabled by a return path. All such related audio and other material shall be provided as part of the Governmental Programming Channel programming feed transmitted to the Company; Company shall not be required to insert such related audio and other material onto a Governmental Programming Channel.

4.9 Governmental Programming Channels carried in High Definition. At such time as Company no longer offers the Basic Service tier in an analog or digital format, or such earlier time as would be required under any other Company franchise agreements in the Omaha metropolitan area, the Franchising Authority shall have the option, upon one hundred twenty (120) days written notice to Company, to provide Governmental Programming Channel signals to Company in a high-definition (HD) format (e.g. 1080i (1920 x 1080 interlaced], or some other format) utilized by one (1) or more of the commercial broadcast television stations. Company shall, without cost to the Franchising Authority or Subscribers, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Subscribers.

4.10 Programming Delivery. The Franchising Authority shall ensure Governmental Programming Channels and signals are in compliance with applicable FCC technical standards so the signal quality can be processed in the Cable System and retransmitted to Subscribers. Company shall not discriminate against Governmental Programming Channels with respect to the functionality, signal quality, and features from those of the local broadcast Channels carried on the Cable System. With respect to signal quality, Company shall not be required to carry a Governmental Programming Channel in a higher quality format than that of the Channel signal delivered to Company, but Company shall distribute the Governmental Programming Channel signal without degradation. Company may transmit the Governmental Programming Channels to Customers in a format of its own choosing, subject

to Section 4.9, above. Any and all costs associated with any modification or conversion of the Governmental Programming Channels or signals after the Governmental Programming Channels/signals leave the Franchising Authority's designated playback facilities, or any designated playback center authorized by the Franchising Authority, to a format different than that delivered by the Franchising Authority shall be provided by Company at no cost to the Franchising Authority or its designees. Company shall not cause any programming to override Governmental Programming on any Governmental Programming Channel, except by oral or written permission from the Franchising Authority, with the exception of emergency alert signals. The Franchising Authority or its designee shall ensure that the quality of the Governmental Programming Channel programming (as it leaves the Franchising Authority's playback locations) is comparable with that of similarly formatted signals received by Company from commercial providers. In no event shall Company reduce the bit rate or quality of the Governmental Programming signals it receives from the Franchising Authority.

4.11 Navigation to Governmental Programming Channels. Company agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the Governmental Programming Channels shall be treated in a non-discriminatory fashion consistent with applicable law so that Subscribers will have ready access to Governmental Programming Channels. This shall not be construed to require Company to pay any third party fees that may result from this obligation or install or modify any standard equipment or software to accommodate the inclusion of Governmental Programming Channels on its programming guide.

4.12 Noncommercial Use of Governmental Programming. Governmental Programming Channels are for noncommercial programming to be promoted and administered by the Franchising Authority as allowed under applicable law. Permitted noncommercial uses of the Governmental Programming Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of Governmental Programming by the Franchising Authority or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a Governmental Programming Channel.

4.13 Initial Dedicated Fiber Return Lines. Company shall ensure the design, construction and maintenance, throughout the term of this Agreement, all Governmental Programming upstream feeds, connections and distribution facilities between the Cable System headend and each location identified below as well as other return lines and associated equipment that are listed below to enable the distribution of Governmental Programming to Company's Subscribers without material degradation of signal quality. The Franchising Authority shall ensure Governmental Programming signals leaving the playback facilities are in compliance with applicable FCC technical standards. Company shall ensure the construction, repair, replacement and maintenance over the term of the Agreement of all necessary technical equipment, fiber and related infrastructure to provide high quality twenty-four (24) hours per day fiber return feeds for each Governmental Programming Channel from the following



designated access sites to the Cable System headend:

(i) La Vista City Hall, 8116 Parkview Boulevard or an alternative site within the Franchise Area as designated by the Franchising Authority and meeting the serviceability standards set for in this Franchise, and

(ii) Any other sites designated by the Franchising Authority or pursuant to an interlocal agreement to which the Franchising Authority is a party ("Initial Lines").

4.14 Future Fiber Return Lines for Governmental Programming. At such time that the Franchising Authority determines:

(i) that the Franchising Authority desires the capacity to allow Subscribers in the Franchise Area to receive Governmental Programming (video or character generated) which may originate from schools, facilities operated by the Franchising Authority, other government facilities or other designated facilities (other than the Initial Lines indicated in Section 4.13 above); or

(ii) that the Franchising Authority desires to establish or change a location from which Governmental Programming is originated; or

(iii) that the Franchising Authority desires to upgrade the connection to Company from an existing signal point of origination; the Franchising Authority shall give Company written notice detailing the location of the new point of origination or the new capability sought by the Franchising Authority ("Modifications"). Company shall thereafter respond with a written cost estimate ("Estimate") of what is necessary to implement the Modifications within a reasonable period of time. Thereafter, the Franchising Authority shall have the option of either accepting the Estimate of Company and having the Modifications performed thereby or choosing to have the Modifications completed by a third party; provided, however, that if the Franchising Authority chooses a third party to perform such Modifications, said third party must agree to follow and be bound by the Company's standard protocols and procedures applicable to granting access to the Cable System for non-Company personnel and equipment.

4.15 Governmental Programming Fee. So long as this Agreement remains effective, Company shall provide a cash grant to the Franchising Authority in the total amount of twenty cents (\$.20) per Subscriber, per month ("Governmental Programming Fee") to be used in accordance with Applicable Law. Company shall make such payments quarterly, following the Effective Date of this Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31, provided that Company shall have no obligations to commence payment of such cash grants until after an election described in Section 4.1 above is effective. Each payment of Governmental Programming Fees shall be due and payable no later than thirty (30) days following the end of each quarter. Company shall not be required to pay a greater per-subscriber Governmental Programming Fee than required by the franchise agreement with the Franchising Authority of any other provider of Cable Services in the Franchise Area. The Subscriber multiplier shall be calculated based on the number of

Subscribers served by Company as of the first day of the calendar quarter for which the Governmental Programming Fee is made.

(i) The Governmental Programming Fees may be spent by the Franchising Authority on any Governmental Programming related expense as determined appropriate in Franchising Authority's sole discretion, subject to any limitations imposed by Applicable Law. The Franchising Authority need not expend the Governmental Programming Fees immediately but rather may place such funds in a designated account with principal and interest to be used solely for Governmental Programming purposes over the term of the Agreement as determined solely by the Franchising Authority, subject to any limitations imposed by Applicable Law. The Franchising Authority shall not encumber the Governmental Programming Fees for any other purpose. For purposes of calculating the Governmental Programming Fee only, in the case of multiple office buildings or multiple dwelling units, the "Subscriber" shall mean each lessee, tenant or occupant; not the building owner or landlord.

(ii) The Governmental Programming Fee shall not be considered "Gross Revenues" and is not part of the Franchise Fee. The parties agree that the Governmental Programming Fee falls within one(!) or more of the exceptions in 47 U.S.C. § 542(g)(2)(C). Company agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the Governmental Programming Fee.

(iii) Any Governmental Programming Fee amounts owing pursuant to this Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under applicable law.

#### 4.16 Governmental Programming Technical Quality.

(i) Company shall maintain the Cable System, including the fiber return lines from the Governmental Programming origination points, in accordance with FCC technical Standards so that Governmental Programming is transported and processed by Company at the same level of technical quality and reliability as other commercial signals carried by Company. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Company for processing Governmental Programming signals will be of similar quality to the processing equipment used for other commercial Channels.

(ii) Within twenty-four (24) hours of a written request from Franchising Authority to the Company identifying a technical problem with a Governmental Programming Channel and requesting assistance, Company will provide technical assistance or diagnostic services to determine whether or not a problem with a Governmental Programming signal is the result of matters for which Company is responsible and if so, Company will take prompt corrective action. If the problem is caused by or the result of the Franchising Authority's equipment or

action, the Company will advise the Franchising Authority of the required corrective action and, if Franchising Authority upon investigation agrees with the Company's assessment of the cause of the problem, Company may charge the Franchising Authority its standard rates for a commercial service call. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering personnel from the Company and the Franchising Authority in order to determine the course of action to remedy the problem.

4.17 Change in Technology. In the event any change is made in the Cable System, related equipment or facilities or signal delivery technology which requires the Franchising Authority to obtain new equipment in order to be compatible with such change for purposes of the Governmental Programming Channels, Company shall, at its own expense and free of charge to Franchising Authority or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Governmental Programming Channels in accordance with the requirements of the Agreement.

4.18 Relocation of Cable System Headend. In the event the Cable System headend is relocated, Company will be responsible for replacing or restoring the then-existing capability to send and receive Governmental Programming at all existing locations at Company's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Agreement free of charge to the Franchising Authority or its designated entities.

4.19 Interconnection of PEG Channels. After the Franchising Authority has launched a public, educational or government access channel under the terms of this Franchise, Company shall, in accordance with this subsection, interconnect the Governmental Programming Channels of the Cable System with any other contiguous cable system not owned or operated by Company or an affiliate, upon the directive of the Franchising Authority. Interconnection of Channels may be done by direct cable connection, microwave link, satellite or other appropriate methods. In the alternative, Company may provide a direct fiber feed to Governmental Programming origination facilities in order to provide any designated access provider with Governmental Programming origination capabilities. The Franchising Authority shall not direct interconnection except under circumstances where it can be accomplished without undue burden or excessive costs to Subscribers. Company shall not be required to interconnect with the other cable system operators unless the operator of such cable system is willing to do so and pays for its own cost of constructing and maintaining the interconnect up to the demarcation point.

Company shall only be required to interconnect Governmental Programming Channels with an overbuilder in the Franchise Area in the event that the Franchising Authority has launched a public, educational or government access channel and the Franchising Authority determines in its sole discretion that it would be economically burdensome to its Subscribers to construct and maintain return lines directly from the origination point(s) of the Governmental Programming Channel(s) versus interconnecting with the Company. In the event Company receives a directive from the Franchising Authority to interconnect with an overbuilder, it shall immediately initiate negotiations with the other affected cable system or Systems and shall report

to the Franchising Authority the results of such negotiations no later than sixty (60) days after such initiation. If the parties cannot reach an agreement on the terms of the interconnect, including compensation and timing, the dispute shall be submitted to the Franchising Authority for determination and resolution. Additionally, Company shall only be required to interconnect with an overbuilder if the overbuilder is providing similar support for Governmental Programming as required pursuant to this Franchise.

**Exhibit C**  
**SECTION 7.1.2 FRANCHISE FEE PAYMENT**  
**WORKSHEET (GAAP)**

|                        | Month/Year | Month/Year | Month/Year | Tota<br>l |
|------------------------|------------|------------|------------|-----------|
| Basic Service          |            |            |            |           |
| Installation Charge    |            |            |            |           |
| Expanded Basic Service |            |            |            |           |
| Pay Service            |            |            |            |           |
| Pay-per-view           |            |            |            |           |
| Franchise Fee Revenue  |            |            |            |           |
| Advertising Revenue    |            |            |            |           |
| Home Shopping Revenue  |            |            |            |           |
| Digital Services       |            |            |            |           |
| Other Video Revenue    |            |            |            |           |
| Equipment Rental       |            |            |            |           |
| Processing Fees        |            |            |            |           |
| REVENUE                |            |            |            |           |
| Less Bad Debt          |            |            |            |           |
| Fee Calculated         |            |            |            |           |

Fee Factor: 5%

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                               | <b>Submitted By:</b>     |
|---|--|--------------------------|
| AMEND VARIOUS SECTIONS<br>OF THE LA VISTA MUNICIPAL<br>CODE | RESOLUTION<br>◆ ORDINANCES<br>RECEIVE/FILE | PAM BUETHE<br>CITY CLERK |

**SYNOPSIS**

Ordinances have been prepared to amend Sections 30.15, 30.41, 30.47, 31.22, 33.15, 33.16, 33.22, 35.46, 35.47, 35.48, 35.49, 35.50, 114.01, 114.02, 114.24, 114.27, 114.30, 114.31, 130.02 and 150.17 of the La Vista Municipal Code.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The changes are a result of American Legal Publishing Corporation incorporating the legislative changes from the 2021 legislative session into our Code.

These changes have been reviewed by the City Attorney and City Clerk.

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 30.15, 30.41 and 30.47; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 30.15 of the La Vista Municipal Code is amended to read as follows:

**§ 30.15 SELECTION AND DUTIES.**

The Mayor shall be elected to serve a four-year term of office. The Mayor shall preside at all the meetings of the City Council and shall have the right to vote when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council. He or she shall have the superintending control of all the officers and affairs of the city and shall take care that ordinances of the city and provisions of law relating to cities of the first class are complied with. He or she may administer oaths and shall sign the commissions and appointments of all the officers appointed in the city. The Mayor shall have the power to approve or veto any ordinance passed by the City Council and to approve or veto any order, by-law, resolution, award of or vote to enter into any contract or the allowance of any claim; provided, that any ordinance, order, by-law, resolution, award or vote to enter into any contract, or the allowance of any claim vetoed by the Mayor may be passed over his or her veto by a vote of two-thirds of all the members elected to the City Council. If the Mayor neglects or refuses to sign any ordinance, order, by-law, resolution, award or vote to enter into any contract or the allowance of any claim and returns the same with his or her objection in writing at the next regular meeting of the Council, the same shall become law without his or her signature. The Mayor may veto any item or items of any appropriation bill and approve the remainder thereof. The item or items so vetoed may be passed by the Council over his or her veto as in other cases. The Mayor shall from time to time communicate to the Council such information and recommend such measures as in his or her opinion may tend to improve the finances of the city, the police, health, comfort, and general prosperity of the city, and may have such jurisdiction as may be vested in him or her by ordinance over all places within two miles of the corporate limits of the city for the enforcement of health or quarantine laws and the regulation thereof. The Mayor shall have the power after the conviction of any person to remit fines and forfeitures and to grant reprieves and pardons for all offenses arising under the laws of the city. In the event that there is a vacancy in the office of Mayor, [the vacancy shall be filled in accordance with applicable provisions of the Election Act, as amended from time to time, including without limitation Neb. Rev. Stat. §32-568](#)~~see § 30.02 of this code~~. (Neb. RS [16-217](#), 16-312, 16-313, 16-314, and 16-316) ('79 Code, § 1-204) § 30.16 Emergency Authority

SECTION 2. Section 30.41 of the La Vista Municipal Code is amended to read as follows:

**§ 30.41 RULES AND REGULATIONS.**

All ordinances shall be passed pursuant to such rules and regulations as the City Council may provide, and all such ordinances may be proved by the certificate of the Clerk under the seal of the city. When printed or published in book, ~~or~~ pamphlet, [or electronic](#) form and purporting to be published by authority of the city, such ordinances shall be read and received in evidence in all courts and places without further proof. The passage, approval, and publication or posting of ordinances shall be sufficiently proved by a certificate under seal of the city, from the Clerk, showing that the ordinance was passed and approved, and when and in what paper it was published, and when and by whom and where it was posted. When ordinances are published in book, ~~or~~ pamphlet, [or electronic](#) form, purporting to be published by authority of the City Council, it need not be otherwise published and the book, ~~or~~ pamphlet, [or electronic form](#) shall be received as evidence of the passage and legal publication of the ordinances, as of the dates mentioned in the book, ~~or~~ pamphlet, [or electronic form](#) in all courts, without further proof. (Neb. RS 16-403) ('79 Code, § 1-702)

SECTION 3. Section 30.47 of the La Vista Municipal Code is amended to read

as follows:

**§ 30.47 PUBLICATION.**

(A) All ordinances of a general nature shall, within 15 days after they are passed, be published one time:

(1) In a legal newspaper in or of general circulation within the city; or

(2) In book, pamphlet, or electronic form. Publication is in the Papillion Times and on the City of La Vista website with the Omaha World Herald being the backup newspaper needed.

(B) Every ordinance fixing a penalty or forfeiture for its violation shall, before the same takes effect, be published for at least one week in some manner prescribed in this section. (Neb. RS 16-405) ('79 Code, § 1-705) (Am. Ord. 406, passed 12-3-85; Am. Ord. 697, passed 10-7-97; Am. Ord. 1346, passed 7-2-19)

SECTION 4. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 5. Severability. 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 or constitutionality 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, sentence, 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 6. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022

CITY OF LA VISTA

ATTEST:

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

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



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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA TO AMEND MUNICIPAL CODE SECTION 31.22; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Municipal Code Section 31.22 is hereby amended to read as follows:

**§ 31.22 CITY CLERK.**

(A) (1) The Mayor shall, with the consent of a majority of the Council, appoint the City Clerk. Except when some other person is specifically appointed, the Clerk shall be and assume the duties of the City Treasurer. It shall be the duty of the City Clerk to attend every meeting of the Council and keep a record of the proceedings thereof. Whenever required by the Mayor or requested by four members of the Council, he or she shall deliver a notice to the members of the Council of any special meeting thereof and shall notify any and all committees of the Council of the business entrusted to them.

(2) The Clerk shall keep and carefully preserve all papers and books which may come into his or her possession as Clerk, filing and arranging them in a manner convenient for reference.

(3) The Clerk shall keep the seal of the city and duly attest thereby the Mayor's signature to all ordinances and all deeds and papers required to be attested, when ordered by the City Council.

(4) The Clerk shall keep all orders for money or warrants for the payment of money and shall enter the same in numerical order in a book to be kept for that purpose.

(5) The Clerk shall keep a register of all licenses granted and the purpose for which they were issued and report to the Council at every meeting. At the beginning of each month, he or she shall, if required by the City Council, furnish the Police Department with a true copy of the register of all licenses then in force. He or she shall issue licenses and collect license fees connected therewith as provided by the laws of Nebraska or the city.

(6) Within ~~30 days~~the time after any meeting of the Council as required by applicable law, the Clerk shall prepare and publish the proceedings of the Council in a legal newspaper of general circulation in the city or more than one legal newspaper if directed by the Council. The charge for said publication shall not exceed the rates provided by law. The publication charge shall be paid and allowed as other claims against the General Fund.

(7) Wherever the Clerk is required to issue licenses, occupation tax receipts or permits, the City Clerk shall collect the amount required to be paid by the applicant therefor.

(8) The Clerk shall have such additional duties and receive such salary as the City Council may prescribe. ('79 Code, § 1-314)

(B) The City Clerk shall include in the minutes of each meeting, available for public inspection as required in § 33.19, the amount of each claim allowed, the purpose of the claim and the name of the claimant, except that the aggregate amount of all payroll claims may be included as one item. Between July 15 and August 15 of each year, the employee job titles and the current annual, monthly or hourly salaries corresponding to such job titles shall be published and each job title shall be descriptive and indicative of the duties and functions of the position. ('79 Code, § 1-315) (Am. Ord. 396, passed 11-5-85; Am. Ord. 562, passed 5-4-93) Statutory reference: Required duties, bonds, and reports, see Neb. RS 16-317 and 19-1102 through 19-11

SECTION 2. Repeal of Conflicting Ordinances. Section 31.22as originally enacted, and all ordinances and parts of ordinances as previously enacted that are in

conflict with this ordinance or any part hereof, are hereby repealed.

SECTION 3. 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 hereby declare that it would have passed this Ordinance and each section, subsection, sentence, 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 4. Effective Date. This Ordinance shall be in force and take effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 33.15, 33.16 AND 33.22; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 33.15 of the La Vista Municipal Code is amended to read as follows:

**§ 33.15 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning or otherwise provided by the Open Meetings Act, as amended from time to time.

**PUBLIC BODY.**

- (1) (a) The City Council of the city,
  - (b) All independent boards, commissions, bureaus, committees, councils, subunits or any other bodies now or hereafter created by Constitution, statute, ordinance or otherwise pursuant to law, and
  - (c) Advisory committees of the bodies listed above.
- (2) This subchapter shall not apply to subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy or taking formal action on behalf of their parent body. (Neb. RS 84-1409(1)) ('79 Code, § 1-602)

**MEETINGS.** All regular, special or called meetings, formal or informal, of a public body for the purposes of briefing, discussion of public business, formation of tentative policy or the taking of any action. (Neb. RS 84-1409(2)) ('79 Code, § 1-601) (Am. Ord. 353, passed 12-6-83; Am. Ord. 564, passed 5- 4-93)

**VIRTUAL CONFERENCING.** Conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection 84-1412(2) of the Open Meetings Act.

SECTION 2. Section 33.16 of the La Vista Municipal Code is amended to read as follows:

**§ 33.16 MEETINGS TO BE PUBLIC; EMERGENCY DECLARATION; VIRTUAL CONFERENCING.**

- (A) Except as provided in division (E) below, all public meetings, as defined by law, shall be held in a city public building which shall be open to attendance by the public. All meetings shall be held in the public building in which the ~~City Council~~public body usually holds such meetings unless the publicized notice required by this section designates some other public building or other specified place.
- (B) The advance publicized notice of all public convened meetings shall be simultaneously transmitted to all members of the ~~City Council~~public body and to the public. Such notice shall be published in a newspaper of general circulation within the ~~public body~~City Council's jurisdiction and, if available, on such newspaper's website. In addition to the method of the notice required by the preceding sentence, such notice may also be provided by any other appropriate method designated by the public body or City Council. The methods and dates of such notice shall be recorded in ~~public body City Council~~minutes. The notice shall contain the time and specific place for each meeting and either an enumeration of the agenda subjects known at the time of the notice or a statement that such an agenda that is kept continually current shall be readily available for public inspection at the office of the City Clerk during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The agenda of any City Council meeting shall be made

available and placed on the City's public website at least 24 hours before the meeting and remain available on such website for at least six months. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting or 48 hours before the scheduled commencement of a meeting of the ~~City Council~~public body scheduled outside the corporate limits of the city. The ~~City Council~~public body shall have the right to modify the agenda to include items of an emergency nature only at such public meetings.

(C) ~~The Meeting~~ minutes ~~of the City Clerk~~ shall include a statement of how the availability of an agenda of the then known subjects was communicated, the time and specific place of the meetings, the names of each member of the ~~City Council~~public body present or absent at each convened meeting and the substance of all matters discussed. The minutes ~~of the City Council~~ shall be written or kept as an electronic record and shall be a public record available for open to inspection by the public within ten working days or prior to the next convened meeting, whichever occurs earlier, upon request at any reasonable time at the office of the City Clerk. Minutes of any City Council meeting shall be made available and placed on the City's public website at such time as the minutes are available for public inspection and remain available on such website for at least six months.

(D) Except as otherwise provided in §33.20, ~~a~~Any official action on any question or motion duly moved and seconded shall be taken only by roll call vote of the ~~City Council~~public body in open session. The record ~~of the City Clerk~~ shall show how each member voted or that the member was absent and did not vote.

(E) Notwithstanding anything in this chapter to the contrary, if an emergency is declared by the Governor under the Emergency Management Act, a public body, the territorial jurisdiction of which is included in whole or in part in the emergency declaration, may hold a meeting by virtual conferencing, provided applicable requirements of subsection 84-1411(7) of the Open Meetings Act are satisfied. In addition any public body may hold a meeting by virtual conferencing solely for purposes of discussion in accordance with subsection 84-1411(8) of the Open Meetings Act.

('79 Code, § 1-603) (Am. Ord. 997, passed 6-20-06; Am. Ord. 1443, passed 2-1-22)  
Statutory reference: Meeting requirements, see Neb. RS 84-1408 through 84-1413 2022  
S-13 40 La Vista - Administration

SECTION 3. Section 33.22 of the La Vista Municipal Code is amended to read as follows:

### **§ 33.22 PUBLIC PARTICIPATION.**

(A) Subject to the Open Meetings Act, the public shall have the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed ~~meetings-sessions~~ called pursuant to §33.17, may be videotaped, televised, photographed, broadcast or recorded by any person in attendance by means of a tape recorder, camera, video equipment or any other means of pictorial or sonic reproduction or in writing.

(B) It shall not be a violation of ~~this-subsection~~ 33.22(A) for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings. No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body ~~may-shall~~ require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(C) No public body shall, for the purpose of circumventing the provisions of the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience. No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

~~(D) An agency which contracts with municipalities outside the state of Nebraska may hold meetings of any committee outside the state of Nebraska if such meetings are held only in such contracting municipalities. Final action on any agenda item shall only be taken by the agency at a meeting in the state of Nebraska, which meeting shall comply with Neb. RS 84-1408 to 84-1414.~~

~~(E) The Each~~ public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting. Public bodies shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public body shall be informed about the location of the posted information. (Neb. RS 84-1412) ('79 Code, § 1-609) (Am. Ord. 353, passed 12-6-83; Am. Ord. 398, passed 11-19-85; Am. Ord. 457, passed 1-19-88; Am. Ord. 997, passed 6-20-06; Am. Ord. 1090, passed 4-7-09)

SECTION 4. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 5. Severability. 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 or constitutionality 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, sentence, 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 6. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 35.46, 35.47, 35.48, 35.49 AND 35.50; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 35.46 of the La Vista Municipal Code is amended to read as follows:

**§ 35.46 PROPOSED BUDGET STATEMENT; CONTENTS; FILING.**

(A) The City Council shall annually or biennially, as the case may be, prepare a proposed budget statement on forms prescribed and furnished by the Auditor of Public Accounts. The proposed budget statement shall be made available to the public by the City prior to publication of the notice of the hearing on the proposed budget statement pursuant to Neb. RS 13-506. A proposed budget statement shall contain the following information, except as provided by state law:

(1) For the immediately preceding fiscal year or biennial period, the revenue from all sources, including motor vehicle taxes, other than revenue received from personal and real property taxation, allocated to the funds and separately stated as to each such source: The unencumbered cash balance at the beginning and end of the year or biennial period; the amount received by taxation of personal and real property allocated to each fund; and the amount of actual expenditures;

(2) For the current fiscal year or biennial period, actual and estimated revenue from all sources, including motor vehicle taxes, allocated to the funds and separately stated as to each such source: The actual unencumbered cash balance available at the beginning of the year or biennial period; the amount received from personal and real property taxation; and the amount of actual and estimated expenditure, whichever is applicable. Such statement shall contain the cash reserve for each fiscal year or biennial period and shall note whether or not such reserve is encumbered. Such cash reserve projections shall be based upon the actual experience of prior years or biennial periods. The cash reserve shall not exceed 50% of the total budget adopted exclusive of capital outlay items;

(3) For the immediately ensuing fiscal year or biennial period, an estimate of revenue from all sources, including motor vehicle taxes, other than revenue to be received from taxation of personal and real property, separately stated as to each such source: The actual or estimated unencumbered cash balances, whichever is applicable, to be available at the beginning of the year or biennial period; the amounts proposed to be expended during the year or biennial period; and the amount of cash reserve, based on actual experience of prior years or biennial periods, which cash reserve shall not exceed 50% of the total budget adopted exclusive of capital outlay items;

(4) A statement setting out separately the amount sought to be raised from the levy of a tax on the taxable value of real property:

- (a) For the purpose of paying the principal or interest on bonds issued or authorized to be issued by the City Council or the legal voters of the City; and
- (b) For all other purposes;

(5) A uniform summary of the proposed budget statement, including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act and a grand total of all funds maintained by the City Council; and

(6) A list of the proprietary functions which are not included in the budget statement. Such proprietary functions shall have a separate budget statement which is approved by the City Council as provided in the Municipal Proprietary Function Act. (Neb. RS 13-504(1))

(B) The actual or estimated unencumbered cash balance of each fund required to be included in the budget statement by this section shall include deposits and investments of the city as well as any funds held by the County Treasurer for the city and shall be



accurately stated on the proposed budget statement.  
(Neb. RS 13-504(2))

(C) The city shall correct any material errors in the budget statement detected by the Auditor of Public Accounts or by other sources.  
(Neb. RS 13-504(3))

(D) The estimated expenditures plus the required cash reserve for the ensuing fiscal year or biennial period less all estimated and actual unencumbered balances at the beginning of the year or biennial period and less the estimated income from all sources, including motor vehicle taxes, other than taxation of personal and real property shall equal the amount to be received from taxes, and such amount shall be shown on the proposed budget statement in accordance with requirements of Nebraska Statutes. The amount to be raised from taxation of personal and real property, as determined above, plus the estimated revenue from other sources, including motor vehicle taxes, and the unencumbered balances shall equal the estimated expenditures, plus the necessary required cash reserve, for the ensuing year or biennial period.  
(Neb. 13-505) ('79 Code, § 1-902) (Am. Ord. 381, passed 2-5-85; Am. Ord. 602, passed 1-3-95; Am. Ord. 701, passed 10-21-97; Am. Ord. 1314, passed 8-15-17)

**Statutory reference:**

*Reimbursement provisions for years 1993 through 2000, see Neb. RS 13-504(2)*

SECTION 2. Section 35.47 of the La Vista Municipal Code is amended to read as follows:

**§ 35.47 PROPOSED BUDGET STATEMENT; HEARING; ADOPTION; CERTIFICATION OF AMOUNT TO BE RECEIVED FROM TAXATION.**

(A) (1) After the filing of the proposed budget statement with the City Clerk, the City Council shall each year or biennial period conduct a public hearing on the proposed budget statement. Such hearing shall be held separately from any regularly scheduled meeting of the governing body and shall not be limited by time. Notice of the place and time of the hearing, together with a summary of the proposed budget statement, shall be published at least four calendar days prior to the date set for the hearing in a newspaper of general circulation within the city and, if available, on the city's website. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing.

(2) When the total operating budget, not including reserves, does not exceed \$10,000 per year or \$20,000 per biennial period, the proposed budget summary may be posted at the City Council's principal headquarters.

(3) At such hearing, the governing body shall make at least three copies of the proposed budget statement available to the public and shall make a presentation outlining key provisions of the proposed budget statement, including but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the governing body at the hearing and shall be given a reasonable amount of time to do so.

(4) After the hearing, the proposed budget statement shall be adopted or amended and adopted as amended, and a written record shall be kept of such hearing. The amount to be received from personal and real property taxation shall be certified to the levying board after the proposed budget statement is adopted or is amended and adopted as amended. The certification of the amount to be received from personal and real property taxation shall specify separately:

(a) The amount to be applied to the payment of principal or interest on bonds issued or authorized to be issued by the City Council or the legal voters of the City; and

(b) The amount to be received for all other purposes.

(5) If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of such changes shall be published within 20 calendar days after its adoption in the manner provided in this section, but without provision for hearing, setting forth the items changed and the reasons for such changes.

(B) Upon approval by the City Council, the budget shall be filed with the Auditor of

Public Accounts. The Auditor of Public Accounts may review the budget for errors in mathematics, improper accounting, and noncompliance with the provisions of the Nebraska Budget Act or Neb. RS 13-518 to 13-522. If the Auditor of Public Accounts detects such errors, he or she shall immediately notify the City Council of such errors. The City Council shall correct any such error as provided in Neb. RS 13-511.

Warrants for the payment of expenditures provided in the budget adopted under this section shall be valid notwithstanding any errors or non-compliance for which the Auditor of Public Accounts has notified the City Council.

(C) When a levy increase has been authorized by vote of the electors, the adopted budget statement shall indicate the amount of the levy increase.

('79 Code, § 1-903) (Am. Ord. 1314, passed 8-15-17; Am. Ord. 1444, passed 2-1-22)

**Statutory reference:**

*Reimbursement provisions for years 1993 through 2000, see Neb. RS 13-506(1)*

*Similar state provisions, see Neb. RS 13-506(2), 13-507*

SECTION 3. Section 35.48 of the La Vista Municipal Code is amended to read as follows:

**§ 35.48 ADOPTED BUDGET STATEMENT; FILING; CERTIFICATION OF AMOUNT TAXED; REVISION.**

(A) (1) After publication and hearing on the proposed budget statement and within the time prescribed by law, the City Council shall file with and certify to the Levying Board or Boards on or before September 30 of each year or September 30 of the final year of a biennial period and file with the Auditor of Public Accounts a copy of the adopted budget statement which complies with Neb. RS 13-518 to 13-522, together with amount of the tax required to fund the adopted budget, setting out separately:

- (a) The amount to be levied for the payment of principal or interest on bonds issued or authorized to be issued by the City Council or the legal voters of the City; and
- (b) The amount to be levied for all other purposes.

(2) Proof of publication shall be attached to the statements.

(B) If the prime rate published by the Federal Reserve Board is 10% or more at the time of the filing and certification required under this division, the City Council, in certifying the amount required, may make allowance for delinquent taxes not exceeding 5% of the amount required plus the actual percentage of delinquent taxes for the preceding tax year or biennial period and for the amount of estimated tax loss from any pending or anticipated litigation which involves taxation and in which tax collections have been or can be withheld or escrowed by court order. For purposes of this section, anticipated litigation shall be limited to the anticipation of an action being filed by a taxpayer who or which filed a similar action for the preceding year or biennial period which is still pending. Except for such allowances, the City Council shall not certify an amount of tax more than 1% greater or lesser than the amount determined under Neb. RS 13-505.

(C) The City Council shall use the certified taxable values as provided by the County Assessor pursuant to Neb. RS 13-509 for the current year in setting or certifying the levy. The City Council may designate one of its members to perform any duty or responsibility required of the Council by this section.

(D) A previously adopted budget statement may be revised in accordance with applicable Nebraska statutes, as enacted, amended, or superseded from time to time. ('79 Code, § 1-904) (Am. Ord. 603, passed 1-3-95; Am. Ord. 670, passed 6-17-97; Am. Ord. 702, passed 10-21-97; Am. Ord. 1030, passed 5-1-07; Am. Ord. 1121, passed 4-20-10; Am. Ord. 1314, passed 8-15-17; Am. Ord. 1444, passed 2-1-22)

**Statutory reference:**

*Additional provisions regarding reimbursement of property taxes pursuant to Neb. RS 13-504(1), see Neb. RS 13-508(1)*

*Similar state provisions, see Neb. RS 13-508*

SECTION 4. Section 35.50 of the La Vista Municipal Code is amended to read as follows:

**§ 35.50 PROPERTY TAX REQUEST; PROCEDURE.**

(A) *Property tax request procedure, including increases up to allowable growth percentage.*



(1) If the annual assessment of property would result in an increase in the total property taxes levied by the city as determined using the previous year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be decreased accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (A)(3). If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required in division (A)(3) and by passing a resolution or ordinance that complies with division (A)(~~54~~). If the city seeks to increase its property tax request by more than the allowable growth percentage, it shall comply with the requirements of division (B) below in lieu of the requirements in divisions (A)(3) ~~and through~~ (~~54~~).

(2) If the annual assessment of property would result in no change or a decrease in the total property taxes levied by the city as determined using the previous year's rate of levy, the city's property tax request for the current year shall be no more than its property tax request in the prior year, and the city's rate of levy for the current year shall be adjusted accordingly when such rate is set by the County Board of Equalization pursuant to Neb. RS 77-1601. The City Council shall pass a resolution or ordinance to set the amount of its property tax request after holding the public hearing required in division (A)(3). If the City Council seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so after holding the public hearing required in division (A)(3) and by passing a resolution or ordinance that complies with division (A)(~~54~~). If the city seeks to increase its property tax request by more than the allowable growth percentage, the city shall comply with the requirements of division (B) below in lieu of the requirements in divisions (A)(3) ~~and through~~ (~~54~~).

(3) The resolution or ordinance required under this division (A) shall only be passed after a special public hearing called for such purpose is held and after notice is published in a newspaper of general circulation in the area of the city at least four calendar days prior to the hearing. For purposes of such notice, the four calendar days shall include the day of publication but not the day of hearing.

(4) The hearing notice shall contain the following information:

(a) The certified taxable valuation under Neb. RS 13-509 for the prior year, the certified taxable valuation under Neb. RS 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year;

(b) The dollar amount of the prior years tax request and the property tax rate that was necessary to fund that tax request;

(c) The property tax rate that would be necessary to fund last years tax request if applied to the current years valuation;

(d) The proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request;

(e) The percentage increase or decrease in the property tax rate from the prior year to the current year; and

(f) The percentage increase or decrease in the total operating budget from the prior year to the current year.

(5) Any resolution or ordinance setting a city's property tax request at an amount that exceeds the city's property tax request in the prior year shall include, but not be limited to, the following information:

(a) The name of the city;

(b) The amount of the property tax request;

(c) The following statements:

1. The total assessed value of property differs from last year's total assessed value ~~of by~~ \_\_\_\_\_ percent;

2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$ \_\_\_\_\_ per \$100 of assessed value;

3. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$ \_\_\_\_\_ per \$100 of assessed value; ~~and~~

4. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will (increase or decrease) last year's budget by \_\_\_\_\_ percent; and

(d) The record vote of the City Council in passing such resolution or ordinance.

(6) Any resolution or ordinance setting a property tax request under this division (A) shall be certified and forwarded to the County Clerk prior to October 15 of the year for which the tax request is to apply

(B) *Property tax request procedure for increases in excess of allowable growth percentage.*

(1) If the city seeks to increase its property tax request by more than the allowable growth percentage, the city may do so if:

(a) A public hearing is held and notice of such hearing is provided in compliance with division (2) below; and

(b) The City Council passes a resolution or an ordinance that complies with division (3).

(2) (a) If the city seeks to increase its property tax request by more than the allowable growth percentage, it shall participate in a joint public hearing, together with any other political subdivisions in the county seeking to increase its property tax request by more than the allowable growth percentage. The city shall designate a representative to attend the joint public hearing on behalf of the city. At such hearing, there shall be no items on the agenda other than discussion on the intent of the city (and any other political subdivisions in the county) to increase its property tax request by more than the allowable growth percentage.

(b) The joint public hearing shall be held on or after September 17 and prior to September 29 and before the city or any other participating political subdivision files its adopted budget statement pursuant to Neb. RS 13-508.

(c) The joint public hearing shall be held after 6 p.m. local time on the relevant date.

(d) At the joint public hearing, the representative of the city, together with the representatives of each other participating political subdivision, shall give a brief presentation on its intent to increase its property tax request by more than the allowable growth percentage and the effect of such request on the city's budget. The city's presentation shall include:

1. The name of the city;

2. The amount of the property tax request; and

3. The following statements:

A. The total assessed value of property differs from last year's total assessed value by \_\_\_\_\_ percent;

B. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$ \_\_\_\_\_ per \$100 of assessed value;

C. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$ \_\_\_\_\_ per \$100 of assessed value;

D. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by \_\_\_\_\_ percent; and

E. To obtain more information regarding the increase in the property tax request, citizens may contact the City of La Vista at (telephone number and email address of City).

(e) Any member of the public shall be allowed to speak at the joint public hearing and shall be given a reasonable amount of time to do so.

(f) Notice of the joint public hearing shall be provided:

1. By sending a postcard to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;

2. By posting notice of the hearing on the home page of Sarpy County's website; and

3. By publishing notice of the hearing in a legal newspaper in or of general circulation in Sarpy County.

(g) The city, together with each other political subdivision that participates in the joint public hearing, shall send the information prescribed in division (B)(2)(h) to the Sarpy County Clerk by September 5. The County Clerk shall transmit the information to the County Assessor no later than September 10. The County Clerk shall notify the city and each other participating political subdivision of the date, time, and location of the joint public hearing. The County Assessor shall mail the postcards required in this division. Such postcards shall be mailed at least seven calendar days before the joint public hearing. The cost of creating and mailing the postcards, including staff time, materials, and postage, shall be divided among the political subdivisions participating in the joint public hearing.

(h) The postcard sent under this division and the notice posted on the county's website, if required under division (2)(f)2., and published in the newspaper shall include the date, time, and location for the joint public hearing, a listing of and telephone number for each political subdivision that will be participating in the joint public hearing, and the amount of each participating political subdivision's property tax request. The postcard shall also contain the following information:

1. The following words in capitalized type at the top of the postcard:  
NOTICE OF PROPOSED TAX INCREASE;

2. The name of Sarpy County as the county that will hold the joint public hearing, which shall appear directly underneath the capitalized words described in division (2)(h)1.

3. The following statement: "The following political subdivisions are proposing a revenue increase as a result of property taxes in [insert current tax year]. This notice contains estimates of the tax on your property and the proposed tax increase on your property as a result of this revenue increase. These estimates are calculated on the basis of the proposed [insert current tax year] data. The actual tax on your property and tax increase on your property may vary from these estimates.";

4. The parcel number for the property;

5. The name of the property owner and the address of the property;

6. The property's assessed value in the previous tax year;

7. The amount of property taxes due in the previous tax year for each participating political subdivision;

8. The property's assessed value for the current tax year;

9. The amount of property taxes due for the current tax year for each participating political subdivision;

10. The change in the amount of property taxes due for each participating political subdivision from the previous tax year to the current tax year; and

11. The following statement: "To obtain more information regarding the tax increase, citizens may contact the political subdivision at the telephone number provided in this notice."

(3) After the joint public hearing required in division (B)(2), the City Council, together with each governing body of each participating political subdivision, shall pass an ordinance or resolution to set such political subdivision's property tax request. If the city is increasing its property tax request over the amount from the prior year, including any increase in excess of the allowable growth percentage, then such ordinance or resolution shall include, but not be limited to, the following information:

- (a) The name of the City of La Vista;
- (b) The amount of the property tax request;
- (c) The following statements:

1. The total assessed value of property differs from last year's total assessed value by \_\_\_ percent;

2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$\_\_\_ per \$100 of assessed value;

3. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$\_\_\_ per \$100 of assessed value;

4. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will exceed last year's by percent; and

(d) The record vote of the governing body in passing such resolution or ordinance.

(4) Any resolution or ordinance setting a property tax request under this division (B) shall be certified and forwarded to the County Clerk on or before October 15 of the year for which the tax request is to apply.

(5) (a) The County Clerk, or his or her designee, shall prepare a report which shall include:

1. The names of the representatives of the city and each other political subdivisions participating in the joint public hearing; and

2. The name and address of each individual who spoke at the joint public hearing, unless the address requirement is waived to protect the security of the individual, and the name of any organization represented by each such individual.

(b) Such report shall be delivered to the city and other political subdivisions participating in the joint public hearing within ten days after such hearing.

(C) *Definitions; Property Tax Request Act.*

(1) **ALLOWABLE GROWTH PERCENTAGE** and other terms used in this section shall have the meaning provided in Neb. RS 77-1631.

(2) Provisions of this section shall be interpreted and carried out in accordance with the Property Tax Request Act, Neb. RS 77-1631 through 77-1634, and other applicable state statutes, as adopted or amended from time to time. Provided, however, inadvertent failure to comply with the Property Tax Request Act shall not invalidate any property tax request of the city or constitute an unauthorized levy. Without limiting the foregoing sentence, the failure of a taxpayer to receive a postcard as required under the Act shall not invalidate a property tax request of the city or constitute an unauthorized levy under Neb. RS 77-1606.

('79 Code, § 1-904.01) (Ord. 703, passed 10-21-97; Am. Ord. 1031, passed 5-1-07; Am. Ord. 1444, passed 2-1-22)

**Statutory update:**

*Similar state provisions, see Neb. RS 77-1601.02*

**SECTION 5. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

**SECTION 6. Severability.** 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 or constitutionality 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, sentence, clause or

Ordinance No.

phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7 Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022

CITY OF LA VISTA

ATTEST:

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

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

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTIONS 114.01, 114.02, 114.24, 114.27, 114.30, AND 114.31; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 114.01 of the La Vista Municipal Code is amended to read as follows:

**§ 114.01 DEFINITIONS**

For purposes of this chapter, the definitions found in Neb. RS 53-103.01 through 53-103.4 92 or otherwise in the Nebraska Liquor Control Act shall be used.

SECTION 2. Section 114.02 of the La Vista Municipal Code is amended to read as follows:

**§ 114.02 CITY POWERS AND DUTIES**

(A) The City Council is authorized to regulate by ordinance, not inconsistent with the Nebraska Liquor Control Act (sometimes referred to in this chapter 114 as the "Act"), the business of liquor licensees carried on within the corporate limits of the city, including without limitation retail, bottle club, craft brewery, ~~or~~ microdistillery, manufacturer, farm winery, special designated, catering, and promotional farmers market special designated licensees and licensed premises and licensees within or adjacent to designated entertainment districts ~~carried on within the corporate limits of the city.~~

(B) The City Council, without limiting authority described or provided in subsection "A" or the Nebraska Liquor Control Act, shall further have the following power and duties in respect to licensees within the corporate limits of the city:

(1) To cancel or revoke for cause any license in accordance with the Act ~~retail, craft brewery or microdistillery licenses to sell or dispense alcoholic liquor or bottle club licenses, issued to persons for premises within its jurisdiction,~~ subject to the right of appeal to the Nebraska Liquor Control Commission;

(2) To enter or to authorize any law enforcement officer to enter at any time upon any premises licensed under the Nebraska Liquor Control Act to determine whether any provision of the Act, any rule or regulation adopted and promulgated pursuant to the Act, or any ordinance, resolution, rule or regulation adopted by the City Council has been or is being violated, and at that time examine the premises of the licensee in connection with such determination;

(3) To receive a signed complaint from any resident within its jurisdiction that any provision of the Act, any rule or regulation adopted and promulgated pursuant to the Act, or any ordinance, resolution, rule or regulation relative to alcoholic liquor has been or is being violated, and to act upon such complaints in the manner provided in the Act;

(4) To conduct or cause such examinations and other actions authorized by the Act in connection with any notice of cancellation or revocation served on any applicant or licensee;

(5) To cancel or revoke on its own motion any license if, upon the same notice and hearing as provided for resident complaints, it determines that the licensee has violated any of the provisions of the Nebraska Liquor Control Act or any valid and subsisting ordinance, resolution, rule, or regulation duly enacted relating to alcoholic liquor, subject to right of appeal to the Nebraska Liquor Control Commission;

(6) To fix times and places of hearings, receive evidence, and approve, and take other actions as authorized by the Act in connection with any application for a license, or renewal or expansion of a license or licensed area; and

(7) ~~To~~ collect for the benefit of the State of Nebraska and the city all license fees and occupation taxes as prescribed by law.

SECTION 3. Section 114.24 of the La Vista Municipal Code is amended to read as follows:

**§ 114.24 LICENSING CONSIDERATION CRITERIA.**

(A) The City Council shall only consider the following licensing standards and criteria at the examination hearing held pursuant to § 114.23 and in evaluation of any applicant for a ~~retail alcoholic~~ liquor license, ~~bottle club license, craft brewery license, or microdistillery license for the upgrading or a license to sell alcoholic liquor~~ renewal of a license, or ~~for the~~ expansion or change in the location of the licensed premises, and for the purpose of formulating a recommendation from the city to the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act:

- (1) The adequacy of existing law enforcement resources and services in the area;
- (2) The recommendation of the Police Department or any other law enforcement agency;
- (3) Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises; potential traffic and parking problems and the proximity and availability of on street and off street parking;
- (4) Zoning restrictions and the City Council's zoning and land use policies;
- (5) Sanitation or sanitary conditions on or about the proposed licensed premises;
- (6) The existence of a citizen's protest and similar evidence in support of or in opposition to the application;
- (7) The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served;
- (8) The existing liquor licenses, the class of each license and the distance between establishments that issued such licenses;
- (9) Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located;
- (10) Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in Neb. RS 53-101.01;
- (11) Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with Neb. RS 53-102;
- (12) Whether the applicant has taken every precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured;
- (13) Whether the applicant is fit, willing and able to properly provide the service proposed in conformance with all provisions and requirements of and rules and regulations adopted and promulgated pursuant to the Nebraska Liquor Control Act;
- (14) Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of and rules and regulations adopted and promulgated pursuant to the Nebraska Liquor Control Act;
- (15) The background information of the applicant established by information contained in the public records of the Commission and investigations conducted by law enforcement agencies;
- (16) Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local governing body, any other governmental board or agency of the city, any other governmental unit or any court of law;
- (17) Whether the applicant or the applicant's representatives suppressed any fact



or provided any inaccurate information to the Nebraska Liquor Control Commission, the City Council or the employees of the Nebraska Liquor Control Commission in regard to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigating agents of the City Council;

(18) Proximity of and impact on schools, hospitals, libraries, parks and public institutions;

(19) Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance; and

(20) Compliance with state laws, liquor rules and regulations and city ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor.

(B) It shall be the applicant's duty to produce evidence pertaining to the designated criteria prescribed in this division. The burden of proof and persuasion shall be on the party filing the application. When applicable for purposes of this section, **APPLICANT** shall be synonymous with **LICENSEE**.

('79 Code, § 10-106) (Ord. 43, passed - -; Am. Ord. 412, passed 5-20-86; Am. Ord. 494, passed 2-6-90; Am. Ord. 1354, passed 7-2-19)

**Statutory reference:**

*Similar provisions, see Neb. RS 53-132*

**SECTION 4.** Section 114.27 of the La Vista Municipal Code is amended to read as follows:

**§ 114.27 GROUNDS FOR REVOCATION OR SUSPENSION OF LICENSE.**

A ~~retail-liquor~~ license ~~to sell alcoholic liquors~~, which the City Council is legally empowered to revoke, may be either revoked or suspended by the Council whenever it shall find, after notice and hearing as provided by law, that the holder of any such license has violated any of the provisions of the Nebraska Liquor Control Commission or any statutory provision or ordinance of the city now existing or hereafter adopted, enacted in the interest of good morals and decency or for any one or more of the following causes:

(A) The licensee, his or her manager or agent in charge of the premises licensed has been convicted of or has pleaded guilty to a felony under the laws of the state of Nebraska or any other state of the United States.

(B) The licensee, his or her manager or agent in charge of the premises licensed has been convicted of or pleaded guilty to being the proprietor, manager or agent in charge of a gambling house or of pandering or other crime or misdemeanor opposed to decency and morality.

(C) The licensee, his or her manager or agent in charge of the premises licensed has been convicted of or pleaded guilty to violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquors.

(D) That the licensee either swore falsely to any question in his or her application for said license, has failed to comply with the statements and representations made in answer to any question or questions in said application or has failed to keep any promise, oral or written, made to the licensee's request for said license.

(E) The licensee, his or her manager or agent in charge of the premises licensed shall have forfeited bond to appear in court to answer charges for any one of the violations of laws or ordinances referred to in this section.

(F) The licensee, manager or agent shall allow any live person to appear or have reasonable cause to believe that any live person shall appear in any licensed premises in a state of nudity to provide entertainment, to provide service, to act as hostess, manager or owner or to serve as an employee in any capacity. For the purposes of this subsection, the term nudity shall mean the showing of the human male or female genitals, pubic area or buttocks, or the human female breasts, including the nipple or any portion below the nipple with less than a full opaque covering.

('79 Code, § 10-109) (Ord. 43, passed - -; Am. Ord. 499, passed 3-20-90)



SECTION 5. Section 114.30 of the La Vista Municipal Code is amended to read as follows:

**§ 114.30 CATERING LICENSE.**

(A) The holder of a ~~Class C, Class D, Class I or Class J retail~~ license issued under Neb. RS 53-124(6), ~~or~~ a craft brewery license, a microdistillery license, a farm winery license, or a manufacturer's license issued under Neb. RS 53-123.01(2) may obtain an annual catering license as prescribed in this section. The catering license shall be issued for the same period and may be renewed in the same manner as the retail license, craft brewery license, microdistillery license, farm winery license, or manufacturer's license. Any such licensee desiring to obtain a catering license shall file an application with the Nebraska Liquor Control Commission. (Neb. RS 53-124.12(1))

(B) Upon receipt from the Commission of the notice and copy of the application as provided in Neb. RS 53-124.12, the City Council shall process the application in the same manner as provided in § 114.23.

(C) The City Council with respect to catering licensees within its corporate limits may cancel a catering license for cause for the remainder of the period for which that license is issued. Any person whose catering license is canceled may appeal to the District Court. (Neb. RS 53-124.12(4)) ('79 Code, § 10-134) (Am. Ord. 545, passed 6-16-92; Am. Ord. 638, passed 12-19-95; Am. Ord. 708, passed 11-18-97; Am. Ord. 1035, passed 5-1-07; Am. Ord. 1354, passed 7-2-19)

SECTION 6. Section 114.31 of the La Vista Municipal Code is amended to read as follows:

**§114.31 SPECIAL DESIGNATED LICENSES.**

Any proposed special designated license within the City pursuant to an application to the Nebraska Liquor Control Commission shall require approval of the City Council.

SECTION 7. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 8. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, unenforceable or invalid, such unconstitutionality, unenforceability or invalidity shall not affect the constitutionality, enforceability or validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that they would have passed this Ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, unenforceable or invalid.

SECTION 9. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTION 130.02; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 130.02 of the La Vista Municipal Code is amended to read as follows:

**§ 130.02 ABANDONED AUTOMOBILES.**

(A) (1) It shall be unlawful to abandon any automobile on the city streets, highways, alleys, parks or other property.

(a) A motor vehicle is an **ABANDONED VEHICLE**:

1. If left unattended, with no license plates or valid In Transit stickers issued pursuant to the Motor Vehicle Registration Act affixed thereto, for more than six hours on any public property;

2. If left unattended for more than 24 hours on any public property, except a portion thereof on which parking is legally permitted;

3. If left unattended for more than 48 hours, after the parking of such vehicle has become illegal, if left on a portion of any public property on which parking is legally permitted;

4. If left unattended for more than seven days on private property if left initially without permission of the owner, or after permission of the owner is terminated;

5. If left for more than 30 days in the custody of a city law enforcement agency after the agency has sent a letter to the last-registered owner under Neb. RS 60-1903.01; or

6. If removed from private property by the city pursuant to a city ordinance or this code.

(b) An all-terrain vehicle or minibike is an **ABANDONED VEHICLE**:

1. If left unattended for more than 24 hours on any public property, except a portion thereof on which parking is legally permitted;

2. If left unattended for more than 48 hours, after the parking of such vehicle has become illegal, if left on a portion of any public property on which parking is legally permitted;

3. If left unattended for more than seven days on private property if left initially without permission of the owner, or after permission of the owner is terminated;

4. If left for more than 30 days in the custody of a city law enforcement agency after the agency has sent a letter to the last-registered owner under Neb. RS 60-1903.01; or

5. If removed from private property by the city pursuant to a city ordinance or this code.

(c) A mobile home is an **ABANDONED VEHICLE**: if applicable provisions of Neb. RS 60-1901 are satisfied.

(d) No motor vehicle subject to forfeiture under Neb. RS 28-431 shall be an **ABANDONED VEHICLE** under this division (A).  
(Neb. RS 60-1901)

(2) The title to any automobile so abandoned which at the time of such

abandonment has no number plates of the current year affixed and is of a wholesale value, taking into consideration the condition of such vehicle, of \$~~500250~~ or less, shall immediately vest in the city. In the event the automobile is licensed for the current year or is of a wholesale value of over \$~~500250~~, the city police shall make a reasonable effort to contact the owner of the said automobile within fifteen calendar days by sending a notice to the registered owner, if known; and if unknown, to make a reasonable effort to determine the owner for purposes of such notice by sending an inquiry to the county it is registered in, if the car has plates, if the owner is unknown; or by contacting the ~~Director~~ Department of Motor Vehicles, if the car is without license plates ~~and the owner is unknown~~. If notified by the ~~Department~~ Director of Motor Vehicles that a lien or mortgage exists on said vehicle, notice shall also be sent to the lienholder or mortgagee. Any person claiming such vehicle shall be required to pay the cost of removal and storage of such vehicle. If the owner, lienholder or mortgagee is known and does not claim the automobile within five days after the date when the notice was mailed or upon receiving word from the Director of Motor Vehicles that the owner is unknown, title will immediately vest in the city and the automobile may be sold. Any proceeds from the sale of the automobile less any expenses incurred by the city in such sale shall be held without interest for the benefit of the owner of such vehicle for a period of two years. If not claimed within such period of time, the proceeds shall then be paid into the General Fund.

(3) For purposes of this section:

(a) **MOBILE HOME** shall have the meaning specified in Neb. RS 60-1901;

(b) **PUBLIC PROPERTY** shall mean any public right-of-way, street, highway, alley, park or other state, county or city-owned property; and

(c) **PRIVATE PROPERTY** shall mean any privately-owned property which is not included within the definition of public property.  
(Neb. RS 60-1901)

(d) **TRESPASSING VEHICLE** shall mean a vehicle that is parked without permission on private property that is not typically made available for public parking.

(4) Any person who causes an abandoned vehicle as hereinbefore defined shall be deemed to be guilty of an offense.  
(79 Code, § 6-330)

(B) The Police Department shall be charged with the responsibility of enforcing the provisions of this section and Neb. RS Chapter 60, Article 19 pertaining to abandoned motor vehicles, within the corporate limits of the city.  
(79 Code, § 6-331)

(C) The Police Department shall retain for a period of at least five years a record of all pertinent data for each abandoned vehicle disposed of and shall make such reports to the Director of Motor Vehicles as shall be required by law.  
(79 Code, § 6-332)

(D) For the purposes of this section and Neb. RS 60-1902, should the Police Department determine that an abandoned motor vehicle has a wholesale value of \$250 or less, such determination shall be supported by such of the following as shall be appropriate:

(1) If the "Blue Book" wholesale value of automobiles of the same make, model, year, equipment and general condition as said automobile is less than \$250, a statement as to said "Blue Book" value at date of pickup of the abandoned automobile shall be entered in the file pertaining to same.

(2) If the "Blue Book" wholesale value is more than \$250 and the Police Department shall determine that the wholesale value is less than \$250, such determination shall be further supported by:

(a) A statement as to the "Blue Book" wholesale value at date of pickup;

(b) Photograph or photographs showing the condition of the vehicle at date of pickup;

(c) Appraisal by a licensed automobile dealer stating the value of said

automobile to be \$250 or less.  
(‘79 Code, § 6-333)

(E) (1) The Police Department pursuant to Neb. RS 60-1903.02 is authorized to remove an abandoned or trespassing vehicle from private property upon the request of the private property owner on whose property the vehicle is located and upon information indicating that the vehicle is an abandoned or trespassing vehicle. After removal, the law enforcement agency with custody of the vehicle shall follow the applicable procedures of Neb. RS 60-1902 and 60-1903.

(2) The Police Department pursuant to Neb. RS 60-1903.02 is authorized to contact a private towing service in order to remove an abandoned or trespassing vehicle from private property upon the request of the private property owner on whose property the vehicle is located and upon information indicating that the vehicle is an abandoned or trespassing vehicle. A vehicle towed away under this division is subject to applicable provisions of Neb. RS 52-601.01 through 52-605 and 60-2410 by the private towing service which towed the vehicle.

(3) A private property owner in the city is authorized to remove or cause the removal of an abandoned or trespassing vehicle from such property and may contact a private towing service for such removal. A private towing service that tows the vehicle shall notify, within twenty-four hours, the Police Department pursuant to Neb. RS 60-1903.02 and provide the registration plate number, the vehicle identification number, if available, the make, model, and color of the vehicle, and the name of the private towing service and the location, if applicable, where the private towing service is storing the vehicle. A vehicle towed away under this division is subject to Neb. RS 52-601.01 through 52-605 and 60-2410 by the private towing service that towed the vehicle.  
(‘79 Code, § 6-333) (Ord. 172, passed - -; Am. Ord. 1122, passed 4-20-10; Am. Ord. 1356, passed 7-2-19) Penalty, see § 10.99

***Statutory reference:***

*Additional regulations, see Neb. RS 60-1901 through 60-1911*

**SECTION 2. Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

**SECTION 3. Severability.** 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 or constitutionality 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, sentence, 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 4. Effective Date.** This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

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

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND MUNICIPAL CODE SECTION 150.17; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 150.17 of the La Vista Municipal Code is amended to read as follows:

**§ 150.17 DUPLICATE TO COUNTY ASSESSOR.**

Whenever a building permit is issued for the erection, alteration or repair of any building within the city's corporate limits or extraterritorial zoning jurisdiction and the improvement is ~~\$2,5004,000~~ or more, a duplicate of such permit shall be issued to the County Assessor. (Neb. RS 18-1743) ('79 Code, § 9-203)

SECTION 2. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 3. Severability. 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 or constitutionality 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, sentence, 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 4. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>       |
|---|---|----------------------------|
| AWARD BID –<br>EAST LA VISTA SEWER<br>AND PAVEMENT REHABILITATION | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAT DOWSE<br>CITY ENGINEER |

**SYNOPSIS**

A resolution has been prepared to award a contract to NL&L Concrete Inc, of Ralston, Nebraska, for the East La Vista Sewer and Pavement Rehabilitation project. The project consists of sanitary sewer rehabilitation work and certain paving and ADA ramp reconstruction in an area generally east of 72<sup>nd</sup> Street from Harrison Street to Thompson Creek in an amount not to exceed \$4,716,079.05.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

On February 1, 2022, the City Council approved a resolution authorizing the advertisement for bids for the East La Vista Sewer and Pavement Rehabilitation project. The plans and specifications were prepared by HGM Associates, and their subconsultant TREKK Design Group. Bids were taken on March 4, 2022, to which no bids were received. Bids were again taken on May 27, 2022, to which a single bid was received. The single bid was substantially higher than the Engineer's Estimate and was subsequently rejected. Bids were taken a 3rd time on October 28, 2022. Two (2) bids were received, the lowest of which was from NL&L Concrete, Inc, with a total base bid of \$4,716,079.05. After review of the bid items and references, it is recommended that a contract be awarded to NL&L in an amount not to exceed \$4,716,079.05.

The bid amount referenced is in Option #1 on the attached bid tab which is the least expensive option and provides for a quicker construction timeline. Work is anticipated to begin in the Spring of 2023 with completion in Spring of 2024.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO NL&L CONCRETE INC., RALSTON, NEBRASKA FOR THE EAST LA VISTA SEWER AND PAVEMENT REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$4,716,079.05.

WHEREAS, the City Council of the City of La Vista has determined that the East La Vista Sewer and Pavement Rehabilitation Project is necessary; and

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

WHEREAS, bids were solicited, and two bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to NL&L Concrete Inc., Ralston Nebraska for the East La Vista Sewer and Pavement Rehabilitation Project in an amount not to exceed \$4,716,079.05.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

SUBMITTED PROPOSALS & COSTS  
Date of Bid: October 28, 2020 10:00 AM  
Client: City of La Vista  
Proj.: 8110 Park View Boulevard  
East La Vista Sewer & Pavement Rehabilitation



|     |   |          |       | NL&L<br>OPTION #1 |                | NL&L<br>OPTION #2 |                | MC Wells<br>OPTION #1 |                | MC Wells<br>OPTION #2 |                |
|-----|---|----------|-------|-------------------|----------------|-------------------|----------------|-----------------------|----------------|-----------------------|----------------|
| NO. | DESCRIPTION   | QUANTITY | UNITS | UNIT PRICE        | TOTAL          | UNIT PRICE2       | TOTAL2         | UNIT PRICE3           | TOTAL3         | UNIT PRICE4           | TOTAL4         |
| 1   | Mobilization/Demobilization                                 | 1        | LS    | \$300,000.00      | \$300,000.00   | \$330,000.00      | \$330,000.00   | \$620,000.00          | \$620,000.00   | \$620,000.00          | \$620,000.00   |
| 2   | Remove Pavement   | 13,828   | SY    | \$11.00           | \$152,108.00   | \$11.00           | \$152,108.00   | \$18.00               | \$248,904.00   | \$18.00               | \$248,904.00   |
| 3   | REMOVE CONCRETE DRIVEWAY                                    | 2,616    | SY    | \$11.00           | \$28,776.00    | \$11.00           | \$28,776.00    | \$18.00               | \$47,088.00    | \$18.00               | \$47,088.00    |
| 4   | REMOVE SIDEWALK   | 14,548   | SF    | \$2.00            | \$29,096.00    | \$2.00            | \$29,096.00    | \$2.00                | \$29,096.00    | \$2.00                | \$29,096.00    |
| 5   | REMOVE CONCRETE CURB AND GUTTER                             | 1,850    | LF    | \$12.00           | \$22,200.00    | \$12.00           | \$22,200.00    | \$6.00                | \$11,100.00    | \$6.00                | \$11,100.00    |
| 6   | PERFORM COLD PLANING -ASPHALT                               | 28,390   | SY    | \$6.50            | \$184,535.00   | \$6.50            | \$184,535.00   | \$7.00                | \$198,730.00   | \$8.00                | \$227,120.00   |
| 7   | PERFORM 2" COLD PLANNING -<br>CONCRETE                      | 50       | SY    | \$7.00            | \$350.00       | \$7.00            | \$350.00       | \$7.00                | \$350.00       | \$8.00                | \$400.00       |
| 8   | CONSTRUCT ASPHALT SURFACE WEDGE<br>SPR 3/8" (PG64-34)       | 3,130    | TN    | \$187.11          | \$585,654.30   | \$228.00          | \$713,640.00   | \$185.00              | \$579,050.00   | \$216.00              | \$676,080.00   |
| 9   | CONSTRUCT ASPHALT SURFACE WEDGE<br>SPR 3/8" FINE (PG 64-34) | 72       | TN    | \$188.00          | \$13,536.00    | \$229.00          | \$16,488.00    | \$185.00              | \$13,320.00    | \$225.00              | \$16,200.00    |
| 10  | CONCRETE BASE REPAIR  | 5,400    | SY    | \$72.00           | \$388,800.00   | \$72.00           | \$388,800.00   | \$95.00               | \$513,000.00   | \$95.00               | \$513,000.00   |
| 11  | CONSTRUCT 7" CONCRETE PAVEMENT<br>TYPE L65                  | 13,656   | SY    | \$75.00           | \$1,024,200.00 | \$75.00           | \$1,024,200.00 | \$95.00               | \$1,297,320.00 | \$95.00               | \$1,297,320.00 |
| 12  | CONSTRUCT 7" CONCRETE PAVEMENT<br>TYPE L85                  | 100      | SY    | \$78.00           | \$7,800.00     | \$78.00           | \$7,800.00     | \$100.00              | \$10,000.00    | \$100.00              | \$10,000.00    |
| 13  | CONSTUCT 10" CONCRETE PAVEMENT<br>TYPE L65                  | 96       | SY    | \$92.00           | \$8,832.00     | \$92.00           | \$8,832.00     | \$100.00              | \$9,600.00     | \$100.00              | \$9,600.00     |
| 14  | CONSTRUCT CONCRETE CURB AND<br>GUTTER                       | 1,850    | LF    | \$42.00           | \$77,700.00    | \$42.00           | \$77,700.00    | \$50.00               | \$92,500.00    | \$50.00               | \$92,500.00    |



|    |   |        |    |             |              |             |               |             |              |             |              |
|----|---|--------|----|-------------|--------------|-------------|---------------|-------------|--------------|-------------|--------------|
| 15 | CONSTRUCT 6" DRIVEWAY TYPE L65                  | 2,756  | SY | \$59.00     | \$162,604.00 | \$59.00     | \$162,604.00  | \$95.00     | \$261,820.00 | \$95.00     | \$261,820.00 |
| 16 | CONSTRUCT 6" DRIVEWAY TYPE L85                  | 50     | SY | \$62.00     | \$3,100.00   | \$62.00     | \$3,100.00    | \$95.00     | \$4,750.00   | \$95.00     | \$4,750.00   |
| 17 | SUBGRADE PREPARATION                            | 16,658 | SY | \$3.50      | \$58,303.00  | \$3.50      | \$58,303.00   | \$6.00      | \$99,948.00  | \$6.00      | \$99,948.00  |
| 18 | ADJUST UTILITY VALVE TO GRADE                   | 12     | EA | \$800.00    | \$9,600.00   | \$800.00    | \$9,600.00    | \$500.00    | \$6,000.00   | \$500.00    | \$6,000.00   |
| 19 | ADJUST MANHOLE TO GRADE                         | 32     | EA | \$800.00    | \$25,600.00  | \$800.00    | \$25,600.00   | \$1,000.00  | \$32,000.00  | \$1,000.00  | \$32,000.00  |
| 20 | REMOVE & REPLACE CURB INLET TOP                 | 5      | EA | \$3,200.00  | \$16,000.00  | \$3,200.00  | \$16,000.00 * | \$5,000.00  | \$25,000.00  | \$5,000.00  | \$25,000.00  |
| 21 | INSTALL MANHOLE RING AND COVER                  | 8      | EA | \$700.00    | \$5,600.00   | \$700.00    | \$5,600.00    | \$950.00    | \$7,600.00   | \$950.00    | \$7,600.00   |
| 22 | INSTALL EXTERNAL FRAME AND SEAL                 | 8      | EA | \$750.00    | \$6,000.00   | \$750.00    | \$6,000.00    | \$750.00    | \$6,000.00   | \$750.00    | \$6,000.00   |
| 23 | TRAFFIC CONTROL - SEWER & PAVEMENT CONSTRUCTION | 1      | LS | \$50,000.00 | \$50,000.00  | \$50,000.00 | \$50,000.00   | \$75,000.00 | \$75,000.00  | \$75,000.00 | \$75,000.00  |
| 24 | CONSTRUCT 4" PCC SIDEWALK                       | 12173  | SF | \$6.75      | \$82,167.75  | \$6.75      | \$82,167.75   | \$10.00     | \$121,730.00 | \$10.00     | \$121,730.00 |
| 25 | CONSTRUCT 6" PCC SIDEWALK                       | 524    | SF | \$7.50      | \$3,930.00   | \$7.50      | \$3,930.00    | \$10.00     | \$5,240.00   | \$10.00     | \$5,240.00   |
| 26 | CONSTRUCT PCC CURB RAMP                         | 1370   | SF | \$14.00     | \$19,180.00  | \$14.00     | \$19,180.00   | \$35.00     | \$47,950.00  | \$35.00     | \$47,950.00  |
| 27 | CONSTRUCT DETECTABLE WARNING PANEL              | 441    | SF | \$45.00     | \$19,845.00  | \$45.00     | \$19,845.00   | \$35.00     | \$15,435.00  | \$35.00     | \$15,435.00  |
| 28 | CONSTRUCT SIDEWALK CURB WALL                    | 241    | LF | \$40.00     | \$9,640.00 * | \$40.00     | \$9,640.00 *  | \$55.00     | \$13,255.00  | \$55.00     | \$13,255.00  |
| 29 | INSTALL SEEDING - TYPE A                        | 1922   | SY | \$3.75      | \$7,207.50   | \$3.75      | \$7,207.50    | \$2.00      | \$3,844.00   | \$2.00      | \$3,844.00   |
| 30 | INSTALL ROLLED EROSION CONTROL TYPE I           | 1922   | SY | \$3.00      | \$5,766.00   | \$3.00      | \$5,766.00    | \$3.00      | \$5,766.00   | \$3.00      | \$5,766.00   |
| 31 | INSTALL CURB INLET PROTECTION                   | 2      | EA | \$125.00    | \$250.00     | \$125.00    | \$250.00      | \$550.00    | \$1,100.00   | \$550.00    | \$1,100.00   |
| 32 | INSTALL CONCRETE WASHOUT                        | 1      | EA | \$3,500.00  | \$3,500.00   | \$3,500.00  | \$3,500.00    | \$550.00    | \$550.00     | \$550.00    | \$550.00     |

|    |   |       |    |            |                |            |                |            |              |            |              |
|----|---|-------|----|------------|----------------|------------|----------------|------------|--------------|------------|--------------|
| 33 | REMOVE & DISPOSE 12" OR SMALLER SEWER PIPE                                  | 5390  | LF | \$20.00    | \$107,800.00   | \$20.00    | \$107,800.00   | \$25.00    | \$134,750.00 | \$25.00    | \$134,750.00 |
| 34 | CONSTRUCT 6" PVC SANITARY SEWER PIPE (SERVICE LINE)                         | 4885  | LF | \$65.00    | \$317,525.00   | \$65.00    | \$317,525.00 * | \$155.00   | \$757,175.00 | \$155.00   | \$757,175.00 |
| 35 | CONSTRUCT 6" SANITARY SEWER SERVICE RISER (OVER 12' DEPTH)                  | 467   | VF | \$70.00    | \$32,690.00    | \$70.00    | \$32,690.00    | \$189.00   | \$88,263.00  | \$189.00   | \$88,263.00  |
| 36 | CONSTRUCT 8' PVC SANITARY SEWER SDR 26 (POINT REPAIRS)                      | 26    | LF | \$175.00   | \$4,550.00     | \$175.00   | \$4,550.00     | \$400.00   | \$10,400.00  | \$400.00   | \$10,400.00  |
| 37 | CONSTRUCT 8" PVC SANITARY SEWER PIPE SDR 26 (POINT REPAIRS, OVER 15' DEPTH) | 12    | LF | \$175.00   | \$2,100.00     | \$175.00   | \$2,100.00     | \$500.00   | \$6,000.00   | \$500.00   | \$6,000.00   |
| 38 | CONSTRUCT 8" SANITARY SEWER CONCRETE CRADLE                                 | 1     | EA | \$1,200.00 | \$1,200.00     | \$1,200.00 | \$1,200.00     | \$2,500.00 | \$2,500.00   | \$2,500.00 | \$2,500.00   |
| 39 | INSTALL 8" CIPP LINER   | 10867 | LF | \$45.00    | \$489,015.00 * | \$48.00    | \$521,616.00   | \$40.00    | \$434,680.00 | \$40.00    | \$434,680.00 |
| 40 | INSTALL 15" CIPP LINER  | 927   | LF | \$65.00    | \$60,255.00    | \$70.00    | \$64,890.00    | \$80.00    | \$74,160.00  | \$80.00    | \$74,160.00  |
| 41 | RE-INSTATE SERVICE LINES  | 332   | EA | \$100.00   | \$33,200.00    | \$110.00   | \$36,520.00    | \$60.00    | \$19,920.00  | \$60.00    | \$19,920.00  |
| 42 | CIPP END SEAL, 8 INCH   | 83    | EA | \$195.00   | \$16,185.00    | \$215.00   | \$17,845.00    | \$150.00   | \$12,450.00  | \$150.00   | \$12,450.00  |
| 43 | CIPP END SEAL, 15-INCH  | 9     | EA | \$260.00   | \$2,340.00     | \$285.00   | \$2,565.00     | \$200.00   | \$1,800.00   | \$200.00   | \$1,800.00   |
| 44 | PERFORM PRE-CIPP CCTV PIPELINE INSPECTION                                   | 11794 | LF | \$4.50     | \$53,073.00    | \$5.00     | \$58,970.00    | \$4.00     | \$47,176.00  | \$4.00     | \$47,176.00  |
| 45 | PERFORM POST-CIPP CCTV PIPELINE INSPECTION                                  | 11794 | LF | \$3.00     | \$35,382.00    | \$3.30     | \$38,920.20    | \$2.00     | \$23,588.00  | \$2.00     | \$23,588.00  |
| 46 | JET EXISTING SANITARY SEWER   | 11794 | LF | \$2.75     | \$32,433.50    | \$3.00     | \$35,382.00    | \$4.00     | \$47,176.00  | \$4.00     | \$47,176.00  |
| 47 | PERFORM CEMENTITIOUS MANHOLE REHABILITATION 48" DIA TYPE A                  | 337   | VF | \$250.00   | \$84,250.00    | \$275.00   | \$92,675.00    | \$200.00   | \$67,400.00  | \$200.00   | \$67,400.00  |
| 48 | PERFORM CEMENTITIOUS MANHOLE REHABILITATION 48" DIA TYPE B                  | 124   | VF | \$300.00   | \$37,200.00    | \$330.00   | \$40,920.00    | \$200.00   | \$24,800.00  | \$200.00   | \$24,800.00  |

|        |  |                  |    |             |                  |             |             |                |             |                |             |
|--------|--|------------------|----|-------------|------------------|-------------|-------------|----------------|-------------|----------------|-------------|
| 49     | BY-PASS PUMPING  | 1                | LS | \$30,000.00 | \$30,000.00      | \$33,000.00 | \$33,000.00 | \$25,000.00    | \$25,000.00 | \$25,000.00    | \$25,000.00 |
| 50     | TRAFFIC CONTROL - SEWER CIPP LINER<br>INSTALLATION             | 1                | LS | \$20,000.00 | \$20,000.00      | \$22,000.00 | \$22,000.00 | \$20,000.00    | \$20,000.00 | \$20,000.00    | \$20,000.00 |
| 51     | MOBILIZATION/DEMOBILIZATIONS SEWER<br>CIPPP LINER INSTALLATION | 1                | LS | \$40,000.00 | \$40,000.00      | \$44,000.00 | \$44,000.00 | \$50,000.00    | \$50,000.00 | \$50,000.00    | \$50,000.00 |
| 52     | CONSTRUCT TEMPORARY AGGREGATE<br>SURFACE COURSE                | 200              | TN | \$20.00     | \$4,000.00       | \$22.00     | \$4,400.00  | \$98.00        | \$19,600.00 | \$98.00        | \$19,600.00 |
| TOTAL: |  | \$4,715,079.05 * |    |             | \$4,952,386.45 * |             |             | \$6,269,884.00 |             | \$6,398,234.00 |             |

NOTE  
\* Total Value adjusted based on unit price given on proposed bid

OPTION 1 - Bid to complete work by following dates:  
All Sanitary sewer repair & construction; pavement repair & construction; asphalt overlay by October 31, 2023.  
Sanitary sewer CIPP lining and cementitious manhole rehabilitation by May 31, 2024.

OPTION 2 - Bid to complete work by following dates:  
All Sanitary sewer repair & construction; pavement repair & construction; asphalt overlay by June 30, 2024.  
Sanitary sewer CIPP lining and cementitious manhole rehabilitation by August 31, 2024.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>       |
|--|---|----------------------------|
| ADVERTISEMENT FOR BIDS –<br>TERRY DRIVE, LILLIAN AVENUE<br>SOUTH 78 <sup>TH</sup> STREET | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAT DOWSE<br>CITY ENGINEER |

### SYNOPSIS

A resolution has been prepared authorizing the advertisement for bids for pavement rehabilitation, including concrete panel repair, asphalt mill and overlay, and reconstruction of certain ADA ramps generally southwest of the intersection of 72<sup>nd</sup> Street and Harrison Street, along Lillian Avenue from Park View Boulevard to James Avenue, Terry Drive from 81<sup>st</sup> Street to Park View Boulevard, and South 78<sup>th</sup> Street from Park View Boulevard to Harrison Street.

### FISCAL IMPACT

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

### RECOMMENDATION

Approval

### BACKGROUND

As part of the City's Pavement Management Plan and the Capital Improvement Plan, the above-mentioned residential streets have been selected to be the next phase of roadways to receive pavement rehabilitation. The Pavement Condition Index (PCI) numbers and field review of the above-mentioned roadway segments indicate that the rehabilitation solution best suited for this project is mill and overlay for the asphalt over concrete segments and concrete panel repair for the full depth concrete segments. Certain ADA ramps within the project areas will also be reconstructed to current standards. The project is anticipated to be completed within the current fiscal year and will consider both residents and stakeholders (such as La Vista West Elementary) along and adjacent to the project.

Preparation of plans and specifications for this project have been completed by Alfred Benesch and Company (Benesch). The Engineer's Estimate for the proposed items of work is \$1,410,000.00. The recommended schedule for bidding this work is:

Publish Notice to Contractors  
Open Bids  
Council Award Contract

December 14 and December 21, 2022  
January 6, 2023 at 10:00am at City Hall  
January 17, 2023

The Notice to Contractors will also be posted on the City's web site and at [www.standardshare.com](http://www.standardshare.com). A copy of the Notice to Contractors is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR PAVEMENT REHABILITATION ALONG LILLIAN AVENUE FROM PARK VIEW BOULEVARD TO JAMES AVENUE, TERRY DRIVE FROM 81<sup>ST</sup> STREET TO PARK VIEW BOULEVARD AND SOUTH 78<sup>TH</sup> STREET FROM PARK VIEW BOULEVARD TO HARRISON STREET.

WHEREAS, the Mayor and Council have determined that the Pavement Rehabilitation Project is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

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

|                               |   |
|-------------------------------|---|
| Publish Notice to Contractors | December 14, 2022 and December 21, 2022 |
| Open Bids                     | January 6, 2023 at 10:00am at City Hall |
| City Council Award Contract   | January 17, 2023                        |

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for pavement rehabilitation along Lillian Avenue from Park View Boulevard to James Avenue, Terry Drive from 81<sup>st</sup> Street to Park View Boulevard and South 78<sup>th</sup> Street from Park View Boulevard to Harrison Street.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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

## NOTICE TO CONTRACTORS

City of La Vista, Nebraska

### 2023 LA VISTA STREET REHABILITATION & RESURFACING

Sealed proposals will be received by Pamela Buehe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 6th day of January 2023, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements for project: 2023 LA VISTA STREET REHABILITATION & RESURFACING. PROJECT NO. M376(407). Project includes Curb Ramp Construction, Concrete Pavement Rehabilitation, Asphalt Milling and Resurfacing, and Permanent Pavement Markings along three selected street segments in La Vista, Nebraska as shown below:

| STREET NO. | ONE & SIX | STREET         | FROM           | TO              |
|------------|-----------|----------------|----------------|-----------------|
| 1          | M376(407) | TERRY DRIVE    | 81ST STREET    | PARK VIEW BLVD  |
| 2          | M376(407) | LILLIAN AVENUE | PARK VIEW BLVD | JAMES AVENUE    |
| 3          | M376(407) | 78TH STREET    | PARK VIEW BLVD | HARRISON STREET |

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

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

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u>                                    | <u>UNITS</u> | <u>QUANTITY</u> |
|-------------|--|--------------|-----------------|
| 0001        | CURB INLET PROTECTION                                      | EA           | 12.000          |
| 0002        | CLEARING AND GRUBBING PER INTERSECTION CORNER              | EA           | 41.000          |
| 0003        | TRIM TREE ROOT   | HOURL        | 6.000           |
| 0004        | REMOVE AND RESET EXISTING RETAINING WALL                   | SF           | 30.000          |
| 0005        | REMOVE AND RELOCATE FENCE                                  | LF           | 12.000          |
| 0006        | PERFORM 2" COLD--PLANING-ASPHALT                           | SY           | 28435.000       |
| 0007        | PERFORM 2" COLD PLANING-CONCRETE                           | SY           | 400.000         |
| 0008        | REMOVE SIDEWALK  | SF           | 30.000          |
| 0009        | EXCAVATION HAUL-OFF  | CY           | 15.000          |
| 0010        | EMBANKMENT - BORROW  | CY           | 15.000          |
| 0011        | CONSTRUCT 4" AGGREGATE SUBBASE COURSE                      | SY           | 75.000          |
| 0012        | CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR FINE (PG64-34)  | TON          | 2608.759        |
| 0013        | CONSTRUCT ASPHALT PAVEMENT REPAIR, TYPE SPR FINE (PG64-34) | TON          | 45.000          |
| 0014        | CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR       | SY           | 2528.000        |
| 0015        | CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR       | SY           | 1502.000        |
| 0016        | CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR      | SY           | 300.000         |
| 0017        | ADJUST UTILITY VALVE TO GRADE                              | EA           | 14.000          |
| 0018        | ADJUST UTILITY MANHOLE TO GRADE                            | EA           | 34.000          |
| 0019        | CONSTRUCT SIDEWALK CURB WALL                               | SF           | 100.000         |
| 0020        | CONSTRUCT 6-INCH IMPRINTED PCC SURFACING                   | SF           | 295.000         |
| 0021        | CONSTRUCT PCC CURB RAMP                                    | SF           | 1739.000        |

|      |   |      |          |
|------|---|------|----------|
| 0022 | CONSTRUCT DETECTABLE WARNING PANEL                            | SF   | 376.000  |
| 0023 | CONSTRUCT SEGMENTAL RETAINING WALL                            | SF   | 200.000  |
| 0024 | CONSTRUCT REINFORCED PCC RETAINING WALL                       | CY   | 6.000    |
| 0025 | INSTALL SODDING   | SY   | 30.000   |
| 0026 | INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B | SY   | 50.000   |
| 0027 | INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" WHITE   | LF   | 147.500  |
| 0028 | INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE  | LF   | 56.000   |
| 0029 | INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE  | LF   | 168.000  |
| 0030 | INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" YELLOW  | LF   | 240.000  |
| 0031 | FURNISH FLASHING ARROW PANEL                                  | DAY  | 8.000    |
| 0032 | PROVIDE TEMPORARY TRAFFIC CONTROL - PER INTERSECTION CORNER   | EA   | 41.000   |
| 0033 | REPAIR CURB AND GUTTER  | LF   | 1180.000 |
| 0034 | REPAIR DRIVEWAY   | SY   | 64.000   |
| 0035 | REMOVE AND REPLACE PRECAST INLET TOP                          | EA   | 9.000    |
| 0036 | REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD                  | EA   | 5.000    |
| 0037 | MOBILIZATION/DEMOBILIZATION                                   | LS   | 1.000    |
| 0038 | TOWING  | EA   | 5.000    |
| 0039 | RECONSTRUCT INLET   | EA   | 6.000    |
| 0040 | PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT                | EA   | 3.000    |
| 0041 | RENTAL OF LOADER, FULLY OPERATED                              | HR   | 15.000   |
| 0042 | RENTAL OF SKID LOADER, FULLY OPERATED                         | HR   | 15.000   |
| 0043 | RENTAL OF DUMP TRUCK, FULLY OPERATED                          | HR   | 15.000   |
| 0044 | REPAIR 4" CONCRETE SIDEWALK                                   | SF   | 2816.000 |
| 0045 | REPAIR 6" CONCRETE SIDEWALK                                   | SF   | 21.333   |
| 0046 | CONSTRUCT CONCRETE BASE REPAIR (TYPE L65)                     | SY   | 1620.795 |
| 0047 | ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT                 | SY   | 500.000  |
| 0048 | EPOXY COATED TIE BARS   | EACH | 4500.000 |
| 0049 | CAST IRON   | LB   | 2939.000 |

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

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

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

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

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

CITY OF LA VISTA, NEBRASKA

Pamela Bueth, Clerk



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
DECEMBER 6, 2022 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                |
|---|---|-------------------------------------|
| APPLICATION FOR REPLAT –<br>LOT 51A CENTECH BUSINESS PARK<br>CENTECH BUSINESS PARK REPLAT SIX | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | CALE BRODERSEN<br>ASSISTANT PLANNER |

**SYNOPSIS**

A resolution has been prepared to approve a replat of Lot 51A Centech Business Park, being replatted as Lots 1 & 2 Centech Business Park Replat Six, to prepare for the sale of approximately 4 acres of industrial-zoned land for future development.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A resolution has been prepared to consider an application submitted by the Susan D. L’Heureux Trust for a replat, designated as Lots 1-2 Centech Business Park Replat Six to allow for the future sale and development of approximately four acres (currently the northern half of existing Lot 51A Centech Business Park). The site is located northwest of the intersection of S. 133<sup>rd</sup> Street and Centech Road.

The applicant is preparing to sell the portion of property being split off and they do not yet have a development proposal. Conformance with all applicable regulations and requirements including zoning and building codes, stormwater and drainage requirements, subdivision regulation requirements etc. will be reviewed at the time of development.

A detailed staff report is attached. The Planning Commission held a meeting on November 17, 2022, and voted unanimously to recommend approval of the Replat, as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 51A CENTECH BUSINESS PARK, TO BE REPLATTED AS LOTS 1 AND 2 CENTECH BUSINESS PARK REPLAT SIX, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above described property applied for approval of a replat for Lot 51A Centech Business Park, to be replatted as Lots 1 and 2 Centech Business Park Replat Six; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on November 17, 2022, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 51A Centech Business Park, to be replatted as Lots 1 and 2 Centech Business Park Replat Six, a subdivision located in the southeast quarter of Section 13, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of the intersection of S. 133<sup>rd</sup> Street and Centech Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

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

ATTEST:

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



**CITY OF LA VISTA  
PLANNING DIVISION  
RECOMMENDATION REPORT**

CASE NUMBERS: PRP22-0002;

FOR HEARING ON: DECEMBER 6, 2022  
REPORT PREPARED ON: NOVEMBER 28, 2022

**I. GENERAL INFORMATION**

**A. APPLICANT(S):**

Susan D. L'Heureux Trust  
Attn: Travis O'Gorman  
21511 E Circle  
Elkhorn, NE 68022

**B. PROPERTY OWNERS:**

Susan D. L'Heureux Trust  
Attn: Travis O'Gorman  
21511 E Circle  
Elkhorn, NE 68022

**C. LOCATION:** 13314 Centech Road, generally located northwest of the intersection of S. 133<sup>rd</sup> Street and Centech Road.

**D. LEGAL DESCRIPTION:** Lot 51A Centech Business Park.

**E. REQUESTED ACTION(S):** Approval of a replat to split Lot 51A Centech Business Park into Lots 1 and 2 Centech Business Park Replat Six.

**F. EXISTING ZONING AND LAND USE:** I-1 Light Industrial Zoning District. A building housing La Rue Coffee Roasterie is located on the southern half of this property, while the northern half (proposed to be split off) is currently vacant.

**G. PURPOSE OF REQUEST:** Applicant is seeking to split the existing property into two lots so that the northern lot can be sold for future development. There is no specific development proposal at this time.

**H. SIZE OF SITE:** Approximately 3.985 acres.

## **II. BACKGROUND INFORMATION**

### **A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

| <b><u>Direction From Subject Property</u></b> | <b><u>Future Land Use Designation</u></b> | <b><u>Current Zoning Designation</u></b> | <b><u>Surrounding Development</u></b> |
|---|---|--|---------------------------------------|
| North   | Industrial                                | I-1 Light Industrial                     | Industrial Spec/Strip Center          |
| East  | Industrial                                | I-1 Light Industrial                     | Dr. Pepper Snapple Group              |
| South   | Industrial                                | I-1 Light Industrial                     | Quality Brands of Omaha               |
| West  | Industrial                                | I-1 Light Industrial                     | Abante Marketing                      |

### **B. RELEVANT CASE HISTORY:**

1. On February 12, 2003, Lots 7, 8, and 51 Centech Business Park were combined through an administrative plat as Lot 51A Centech Business Park. Per Section 3.08.01 of La Vista's Subdivision Regulations, properties previously created through an administrative plat must be subsequently subdivided or combined through a formal replat process.
2. The La Rue Coffee Roasterie building was constructed on the southern portion of Lot 51A Centech Business Park in 2007.

### **C. APPLICABLE REGULATIONS:**

1. Section 5.13 of the City of La Vista Zoning Ordinance – I-1 Light Industrial Zoning District
2. La Vista Subdivision Regulations

## **III. ANALYSIS**

### **A. COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the La Vista Comprehensive Plan designates this property for industrial development.

### **B. OTHER PLANS: N/A.**

### **C. TRAFFIC AND ACCESS:**

1. Access to this site will be maintained through a shared driveway off S. 133<sup>rd</sup> Street to the east.
2. A reciprocal permanent access easement document has been provided by the applicant, reviewed by the City Engineer, and shall be recorded along with the Final Plat to ensure ingress and egress from the site.

### **D. UTILITIES:**

1. The property has access to all necessary utilities.

**E. PARKING REQUIREMENTS:**

1. The minimum off-street parking stall requirements for the potential future development that would occur on proposed Lot 1 Centech Business Park Replat Six will be determined at the time of building permit submittal. The off-street parking requirements, per Section 7.06 of the La Vista Zoning Ordinance, are dependent upon use, and the use for this site has yet to be determined.

**IV. REVIEW COMMENTS**

- A. As the applicant is preparing to sell the portion of property being split off and they do not yet have a development proposal, conformance with all applicable regulations and requirements including zoning and building codes, stormwater and drainage requirements, subdivision regulation requirements etc. will be reviewed as part of the building permit process, and the responsibility for compliance with such requirements will be on the owner and developer.

**V. STAFF RECOMMENDATION – REPLAT:**

Staff recommends approval of the replat for Lot 51A Centech Business Park, being replatted as Lots 1 and 2 Centech Business Park Replat Six, as the replat is consistent with La Vista's Subdivision Regulations.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The Planning Commission held a meeting on November 17, 2022 and voted unanimously to recommend approval of the replat for Lot 51A Centech Business Park, being replatted as Lots 1 and 2 Centech Business Park Replat Six, as the replat is consistent with La Vista's Subdivision Regulations.

**VII. ATTACHMENTS TO REPORT:**

- A. Vicinity Map
- B. Review and response letters
- C. Preliminary Plat
- D. Final Plat

**VIII. COPIES OF REPORT SENT TO:**

- A. Travis O'Gorman, Susan D. L'Heureux Trust
- B. Jim Warner, Thompson, Dreessen & Dorner, Inc.
- C. Trevor Veskrna, Thompson, Dreessen & Dorner, Inc.
- D. Public Upon Request



Prepared by: Assistant Planner

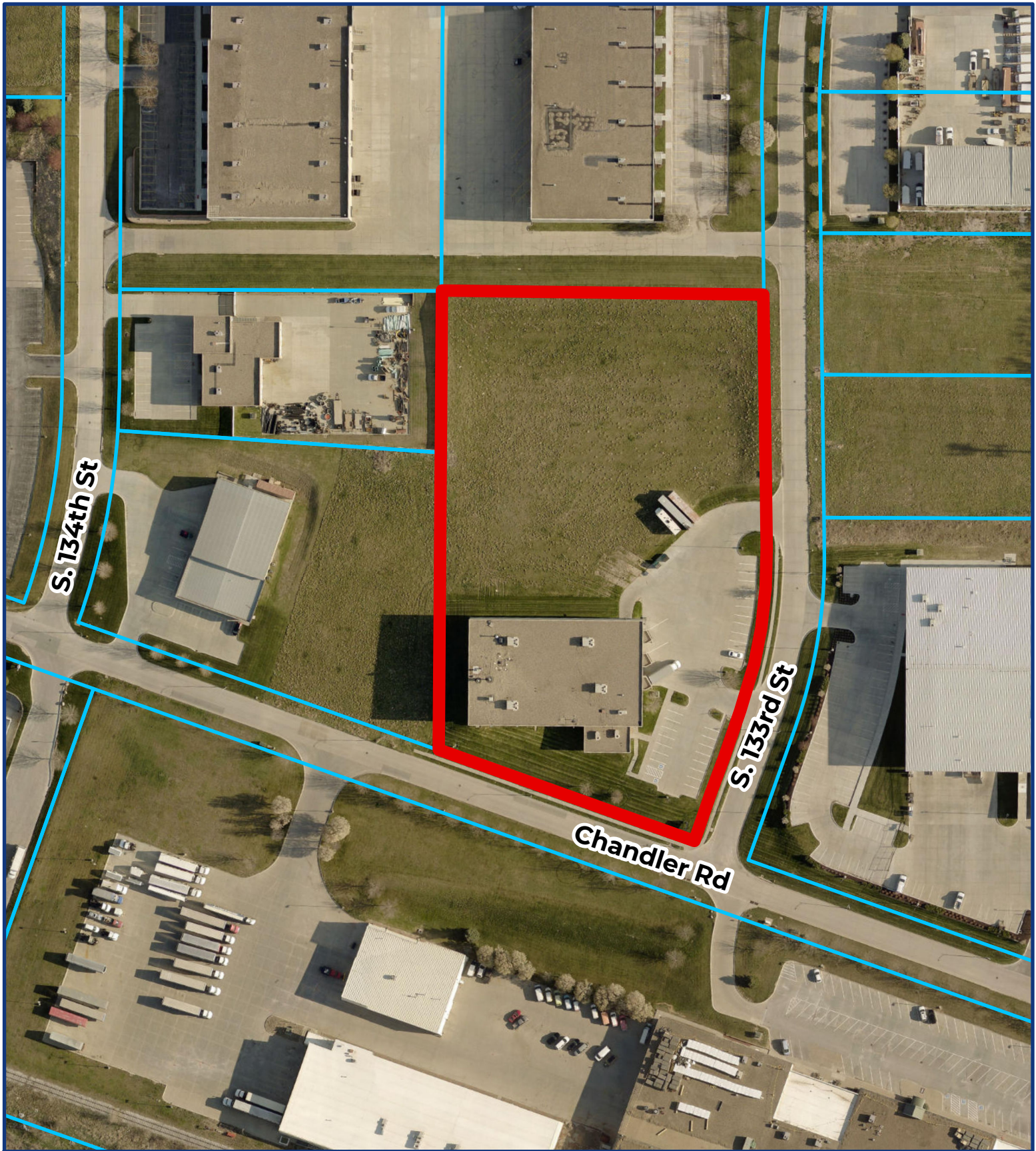


Community Development Director

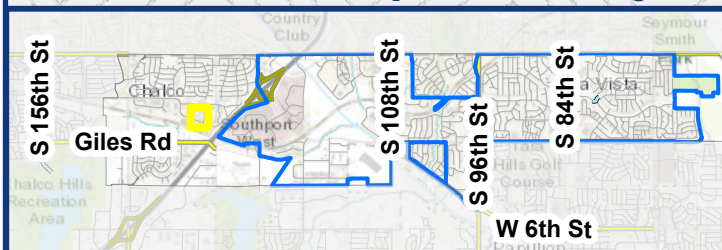
11/29/22

Date






## Replat Vicinity Map: Centech Business Park Replat Six



### Legend

-  La Vista Parcels
-  Replat Site







September 9, 2022

Trevor Veskrna  
TD2  
10836 Old Mill Rd  
Omaha, NE 68154

RE: Replat – Centech Business Park Replat 6 – Initial Review Letter

Mr. Veskrna,

We have reviewed the documents submitted for the above-referenced application on behalf of the Susan D. L'Heureux Trust. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Per Section 3.02.02, the subdivider shall be responsible for conformance with the provisions of the Subdivision Regulations as well as the Comprehensive Development Plan and Zoning Ordinance. If development of proposed Lot 1 is not completed by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit any items necessary or required by the City to demonstrate conformance with the Subdivision Regulations, Comprehensive Development Plan, and Zoning Ordinance prior to building permit issuance.
2. Per Section 3.03.02, please include the existing and proposed grades on the preliminary plat, with contours at intervals of five feet or less. If the proposed grades are not submitted by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit them for approval prior to building permit issuance.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
402.331.4343 P  
402.331.4375 F

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.1582 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F



3. Per Section 3.03.03, if the project is to be developed in phases, phasing lines need to be delineated along with a phasing schedule. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit the phasing plan prior to building permit issuance.
4. Per Section 3.03.07, please include on the preliminary plat the locations of all culverts, present structures and features, all utilities, and their sizes, as well as flow lines and elevations for existing sanitary and storm sewers consistent with this requirement.
5. Per Section 3.03.10, please include on the preliminary plat the locations of all easements and all proposed improvements including sanitary sewers, water mains, stormwater drainage, and any other improvements required.
6. Per Section 3.03.12, please include on the preliminary plat all easements for public utilities and rights of way, if applicable.
7. Per Section 3.03.14, please include on the preliminary plat the existing zoning classification, building setback lines, and proposed uses of land with the proposed subdivision.
8. Per Section 3.03.16, please submit an erosion control plan consistent with this requirement. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit an erosion control plan for approval prior to building permit issuance.
9. Per Section 3.03.20, please submit a sanitary sewer plan consistent with this requirement. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit a sanitary sewer plan prior to building permit.
10. Per Section 3.03.20, please submit copies of a surface storm drainage plan and Post Construction Storm Water Management plan, including provisions for water quality improvements consistent with this requirement. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit these items prior to building permit issuance.
11. Per Section 3.05.11, with the final plat, please include a notarized dedication signed and acknowledged by all parties having any titled interest in or lien upon the land to be subdivided consenting to the final plat including the dedication of parts of the land for streets, easements, and other purposes as per Section 10.01, if applicable.
12. Per Section 3.05.13, please include a title block in the final plat for approval by the Planning Commission in form and content as per Section 10.03.
13. Per Section 3.05.18, please include a title block (Section 10.10) in the final plat for approval of the lending institution, if applicable.

14. Please revise the City approval block (Section 10.04) and the Sarpy County Public Works approval block, as this is no longer an administrative plat.
15. Per Section 3.05.20, please include three copies of any private restrictions or covenants affecting the subdivision, if applicable.
16. The final plat notes that the access easement for the shared drive between proposed Lots 1 and 2 will be recorded by a separate document. Please provide this separate document to the City for review.
17. The name "Centech Business Park Replat Four" has already been used on a recorded administrative plat. The name "Centech Business Park Replat Five" is also already being used in an existing administrative plat application which is set to be approved prior to your application. Please use the name "Centech Business Park Replat Six."
18. Please find attached a redlined version of the plat from Sarpy County Public Works noting an error in the bearing on the west property line. Please ensure that the bearing and legal description match.

Please resubmit 2 paper copies of the revised preliminary and final plats (along with an electronic copy) and any other supporting documentation to the City for further review. Dates for Planning Commission and City Council meetings will be determined based upon your resubmittal. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink that reads "Cale Brodersen". The signature is fluid and cursive, with a long horizontal line extending to the right.

Cale Brodersen, AICP  
Assistant Planner  
City of La Vista  
[cbrodersen@cityoflavista.org](mailto:cbrodersen@cityoflavista.org)  
(402) 593-6405

cc:

Travis O'Gorman, Susan D. L'Heureux Trust  
Jim Warner, TD2  
Bruce Fountain, Community Development Director – City of La Vista  
Christopher Solberg, Deputy Community Development Director – City of La Vista  
Pat Dowse, City Engineer – City of La Vista

Enclosure

# CENTECH BUSINESS PARK REPLAT FOUR

LOTS 1 AND 2

BEING A REPLATTING OF LOT 51A, CENTECH BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

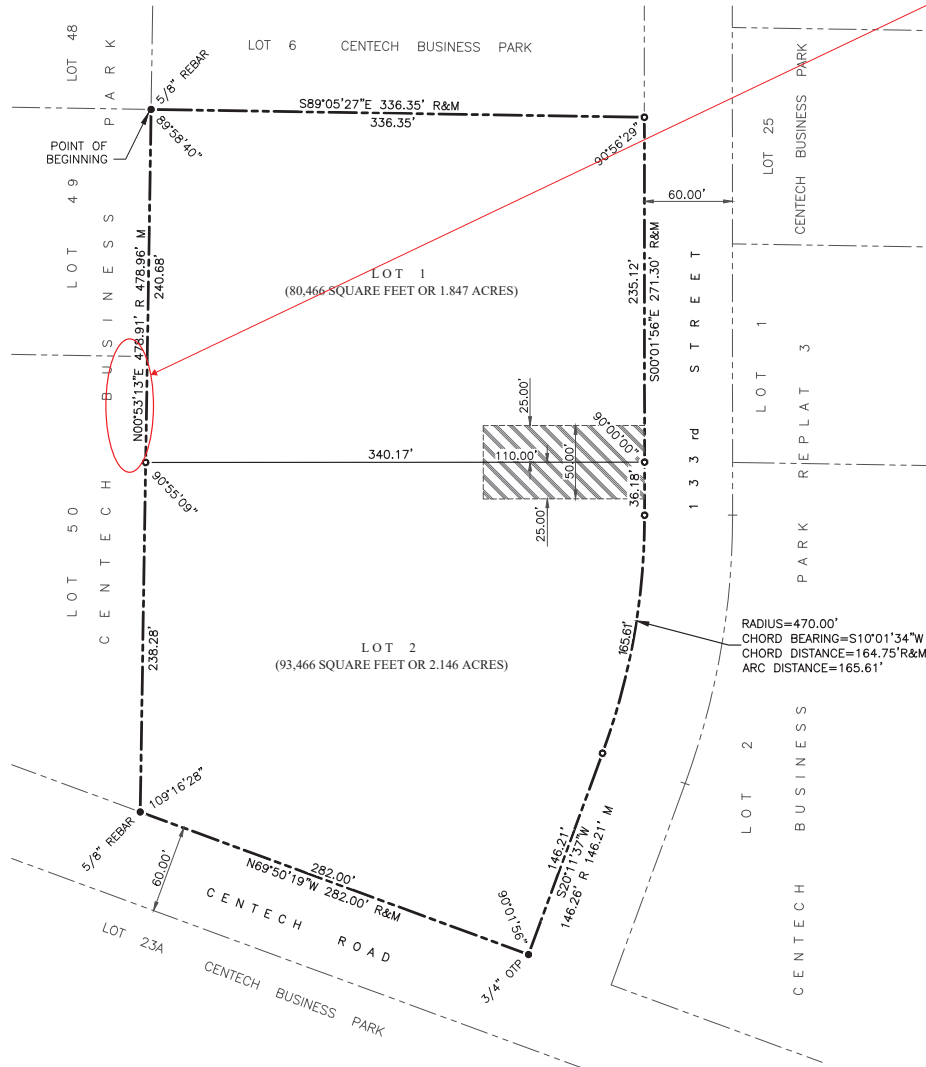
**TD2**  
engineering  
& surveying

thompson, dresen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 1.402.330.5866  
td2co.com

## LEGEND

- CORNERS FOUND
- CORNERS SET (5/8" REBAR W/CAP #308)
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- OTP OPEN TOP PIPE

ACCESS EASEMENT FOR SHARED DRIVE TO BE RECORDED BY SEPARATE DOCUMENT.



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS CENTECH BUSINESS PARK REPLAT FOUR, LOTS 1 AND 2, BEING A REPLATTING OF LOT 51A, CENTECH BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 51A;

THENCE S89°05'27"E (ASSUMED BEARING) 336.35 FEET ON THE NORTH LINE OF SAID LOT 51A TO THE NE CORNER THEREOF;

THENCE S00°01'56"E 271.30 FEET ON THE EAST LINE OF SAID LOT 51A;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 51A ON A 470 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S10°01'34"W, CHORD DISTANCE 164.75 FEET, AN ARC DISTANCE OF 165.61 FEET;

THENCE S20°11'37"W 146.21 FEET ON THE EAST LINE OF SAID LOT 51A TO THE SE CORNER THEREOF;

THENCE N69°50'19"W 282.00 FEET ON THE SOUTH LINE OF SAID LOT 51A TO THE SW CORNER THEREOF;

THENCE N00°31'13"E 478.96 FEET ON THE WEST LINE OF SAID LOT 51A TO THE POINT OF BEGINNING.

CONTAINING 173,932 SQUARE FEET OR 3.993 ACRES MORE OR LESS

JULY 8, 2022

DATE:



JAMES D WARNER  
NEBRASKA RLS #308

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE SUSAN D. L'HEUREUX REVOCABLE TRUST, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS CENTECH BUSINESS PARK REPLAT FOUR, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTS OF ALL LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

THE SUSAN D. L'HEUREUX REVOCABLE TRUST

BY: TRAVIS O'GORMAN, TRUSTEE

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 BY TRAVIS O'GORMAN, TRUSTEE OF THE SUSAN D. L'HEUREUX REVOCABLE TRUST ON BEHALF OF SAID TRUST.

NOTARY PUBLIC

## SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

SARPY COUNTY TREASURER

TREASURER'S SEAL

## APPROVAL OF THE CITY OF LA VISTA CITY

THIS ADMINISTRATIVE REPLAT WAS APPROVED BY THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

FAM BURTHE, CITY CLERK

DOUGLAS KINDIG, MAYOR

CHRIS SOLBERG, CITY PLANNER

## REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS ADMINISTRATIVE REPLAT WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

COUNTY SURVEYOR/ENGINEER

CENTECH BUSINESS PARK REPLAT FOUR  
LOTS 1 AND 2



Revision Dates

| No. | Description | MM-DD-YY |
|-----|-------------|----------|
| 1   |             |          |
| 2   |             |          |
| 3   |             |          |
| 4   |             |          |
| 5   |             |          |

Job No.: A1436-22-20A  
Drawn By: RJR  
Reviewed By: JDW  
Date: JULY 8, 2022  
Book: 22/05  
Pages: 50&51

Sheet Title

CITY OF LA VISTA  
FINAL PLAT

Sheet Number

SHEET 1 OF 1

October 21, 2022

Mr. Cale Brodersen  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

RE: Replat – Centech Business Park Replat 6 – Initial Review Letter Response

Mr. Brodersen,

Enclosed please find the following for the above referenced project.

1. Two copies of the preliminary plat
2. Two copies of the final plat
3. One copy of the draft shared access easement.

Below are responses to the comments from the Centech Business Park Replat 6 – Initial Review Letter dated September 9, 2022. The City comments are listed below followed by our response in bold.

1. Per Section 3.02.02, the subdivider shall be responsible for conformance with the provisions of the Subdivision Regulations as well as the Comprehensive Development Plan and Zoning Ordinance. If development of proposed Lot 1 is not completed by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit any items necessary or required by the City to demonstrate conformance with the Subdivision Regulations, Comprehensive Development Plan, and Zoning Ordinance prior to building permit issuance.  
**The subdivider will not be developing said Lot 1. The purchaser/developer of proposed Lot 1 shall be responsible for conformance with the provisions of the Subdivision Regulations, Comprehensive Development Plan, and Zoning Ordinance.**
2. Per Section 3.03.02, please include the existing and proposed grades on the preliminary plat, with contours at intervals of five feet or less. If the proposed grades are not submitted by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit them for approval prior to building permit issuance.  
**Existing grades have been added to the preliminary plat. The purchaser/developer of said proposed Lot 1 shall submit proposed grades prior to building permit issuance.**
3. Per Section 3.03.03, if the project is to be developed in phases, phasing lines need to be delineated along with a phasing schedule. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit the phasing plan prior to building permit issuance.  
**The subdivider will not be developing said Lot 1. The purchaser/developer of Lot 1 shall indicate if phasing is proposed.**



4. Per Section 3.03.07, please include on the preliminary plat the locations of all culverts, present structures and features, all utilities, and their sizes, as well as flow lines and elevations for existing sanitary and storm sewers consistent with this requirement.  
**Invert elevations and rim elevations for both existing storm and sanitary sewer have been added to the preliminary plat.**
5. Per Section 3.03.10, please include on the preliminary plat the locations of all easements and all proposed improvements including sanitary sewers, water mains, stormwater drainage, and other improvements required.  
**Utility easements and the proposed access easement have been added to the preliminary plat. There are no proposed improvements associated with this replat.**
6. Per Section 3.03.12, please include on the preliminary plat all easements for public utilities and rights of way, if applicable.  
**N/A.**
7. Per Section 3.03.14, please include on the preliminary plat the existing zoning classification, building setback lines, and proposed uses of land within the proposed subdivision.  
**Zoning classification and building setbacks have been added to the preliminary plat. There is not proposed change to the use-type of the land.**
8. Per Section 3.03.16, please submit an erosion control plan consistent with this requirement. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit an erosion control plan for approval prior to building permit issuance.  
**The purchaser/developer of proposed Lot 1 shall submit an erosion control plan for approval prior to building permit issuance.**
9. Per Section 3.03.20, please submit a sanitary sewer plan consistent with this requirement. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit a sanitary sewer plan prior to building permit.  
**The purchaser/developer of proposed Lot 1 shall submit a sanitary sewer plan prior to building permit issuance.**
10. Per Section 3.03.20, please submit copies of a surface storm drainage plan and Post Construction Storm Water Management Plan, including provisions for water quality improvements consistent with this requirement. If this is not done by the subdivider, the purchaser/developer of said proposed Lot 1 shall submit these items prior to building permit issuance.  
**The purchaser/developer of proposed Lot 1 shall submit a Post Construction Storm Water Management Plan prior to building permit issuance.**
11. Per Section 3.05.11, with the final plat, please include a notarized dedication signed and acknowledged by all parties having any titled interest in or lien upon the land to be subdivided consenting to the final plat including the dedication of parts of the land for streets, easements, and other purposes as per Section 10.01, if applicable.  
**N/A**
12. Per Section 3.05.13, please include a title block in the final plat for approval by the Planning Commission in form and content as per Section 10.03.  
**Added to the final plat.**

13. Per Section 3.05.18, please include a title block (Section 10.10) in the final plat for approval of the lending institution, if applicable.

**N/A.**

14. Please revise the City approval block (Section 10.04) and the Sarpy County Public Works approval block, as this is no longer an administrative plat.

**Updated on the final plat.**

15. Per Section 3.05.20, please include three copies of any private restrictions or covenants affecting the subdivision, if applicable.

**N/A.**

16. The final plat notes that the access easement for the shared drive between proposed Lots 1 and 2 will be recorded by a separate document. Please provide this separate document to the City for review.

**A draft of the proposed access easement is included with this submittal.**

17. The name "Centech Business Park Replat Four" has already been used on a recorded administrative plat. The name "Centech Business Park Replat Five" is also already being used in an existing administrative plat application which is set to be approved prior to your application. Please use the name "Centech Business Park Replat Six."

**The preliminary and final plat have been updated to "Centech Business Park Replat Six".**

18. Please find attached a redlined version of the plat from Sarpy County Public Works noting an error in the bearing on the west property line. Please ensure that the bearing and legal description match.

**This has been updated on the final plat.**

If you have any questions or need additional information, please contact our office at (402) 330-8860.

Sincerely,

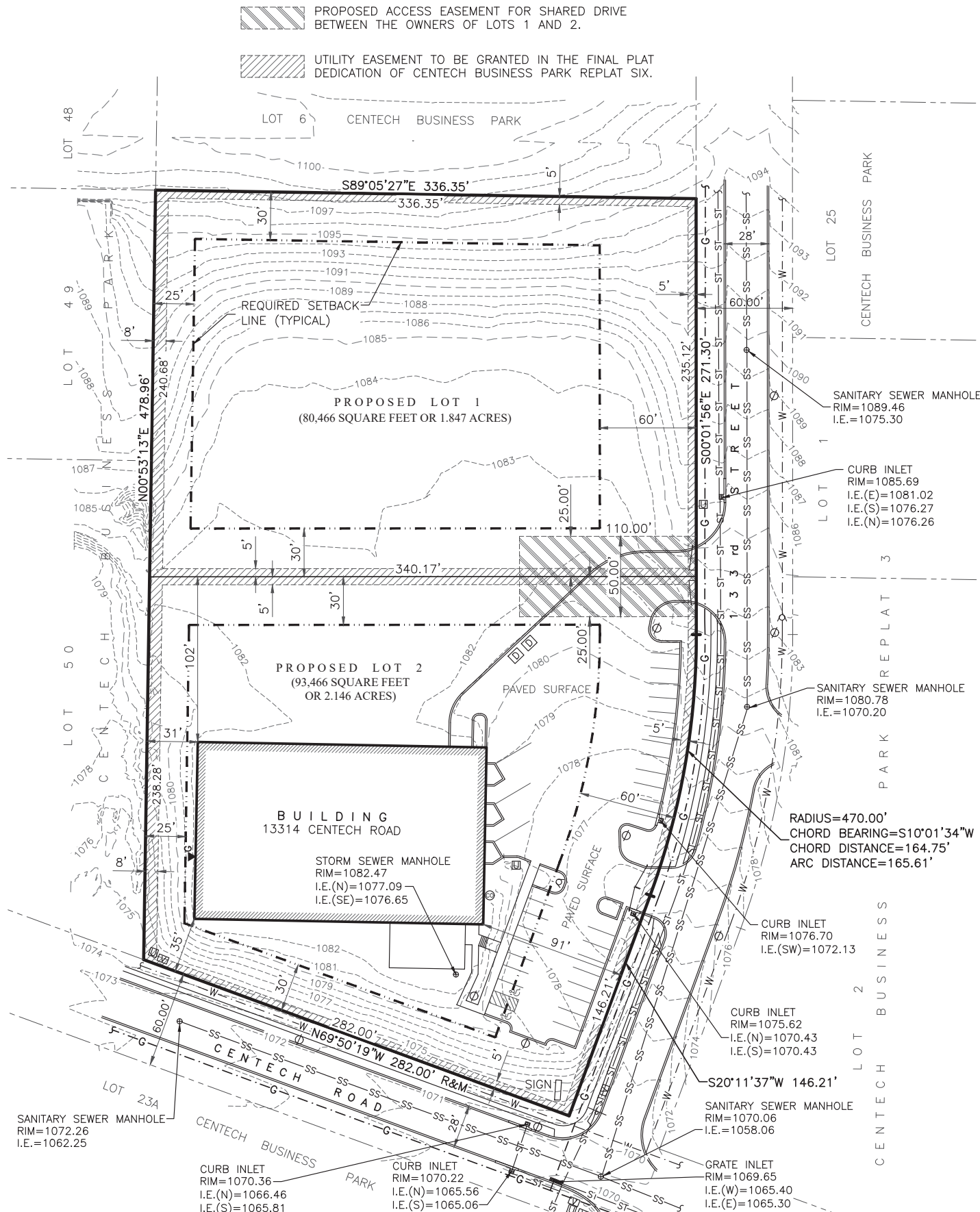
THOMPSON, DREESSEN & DORNER, INC.



Trevor Veskrna, P.E.

LOTS 1 AND 2

BEING A REPLATTING OF LOT 51A, CENTECH BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



## SUBDIVIDER

TRAVIS O'GORMAN, TRUSTEE OF  
THE SUSAN D. L'HEUREUX TRUST  
21511 EAST CIRCLE  
OMAHA, NEBRASKA. 68022

## ENGINEER

THOMPSON, DREESSEN & DORNER, INC.  
10836 OLD MILL ROAD  
OMAHA NEBRASKA. 68154













## LEGAL DESCRIPTION

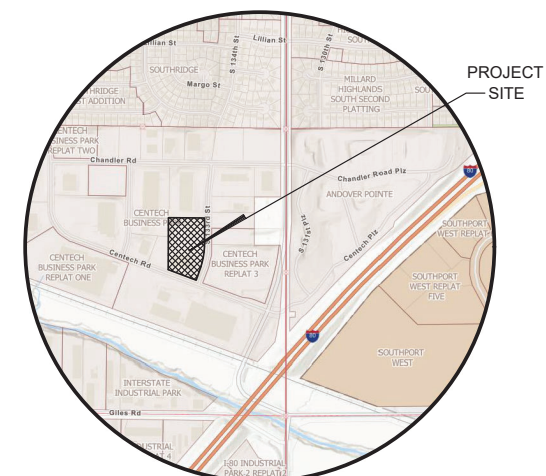
LOT 51A, CENTECH BUSINESS PARK, A SUBDIVISION IN,  
SARPY COUNTY, NEBRASKA.

## NOTES

1. NO CONTOURS ARE SHOWN AS NO GRADING IS PROPOSED.
2. EXISTING ZONING IS I-1. PROPOSED ZONING IS I-1.

### LEGEND

|   |                         |
|---|-------------------------|
|    | LIGHT POLE              |
|    | UTILITY PEDESTAL        |
|    | DISABLED PARKING SPACE  |
|    | UTILITY VAULT           |
|  | SIGN                    |
|  | SEWER MANHOLE           |
|  | FIRE HYDRANT            |
|  | GAS METER               |
|  | SANITARY SEWER CLEANOUT |
| I.E.  | INVERT ELEVATION        |
|  | CURB INLET              |
|  | GRATE INLET             |
|  | GATE                    |
| ---W---   | WATER LINE              |
| ---G---   | GAS LINE                |
| ---SS---  | SANITARY SEWER LINE     |
| ---ST---  | STORM SEWER LINE        |



VICINITY MAP



thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Survey Type

CENTECH BUSINESS PARK REPLAT SIX  
LOTS 1 AND 2



ONE-CALL TICKET #-221430636

Revision Dates

| No.  | Description | MM-DD-YY |
|------|-------------|----------|
| 0000 | 00-00       | 00-00    |
| 0000 | 00-00       | 00-00    |
| 0000 | 00-00       | 00-00    |
| 0000 | 00-00       | 00-00    |

Job No.: A1436-22-20P  
 Drawn By: RJR  
 Reviewed By: JDW  
 Date: JULY 8, 2022  
 Book: 22/15  
 Pages: 50&51

CITY OF LA VISTA  
PRELIMINARY PLAT

Sheet Number

**SHEET 1 OF 1**

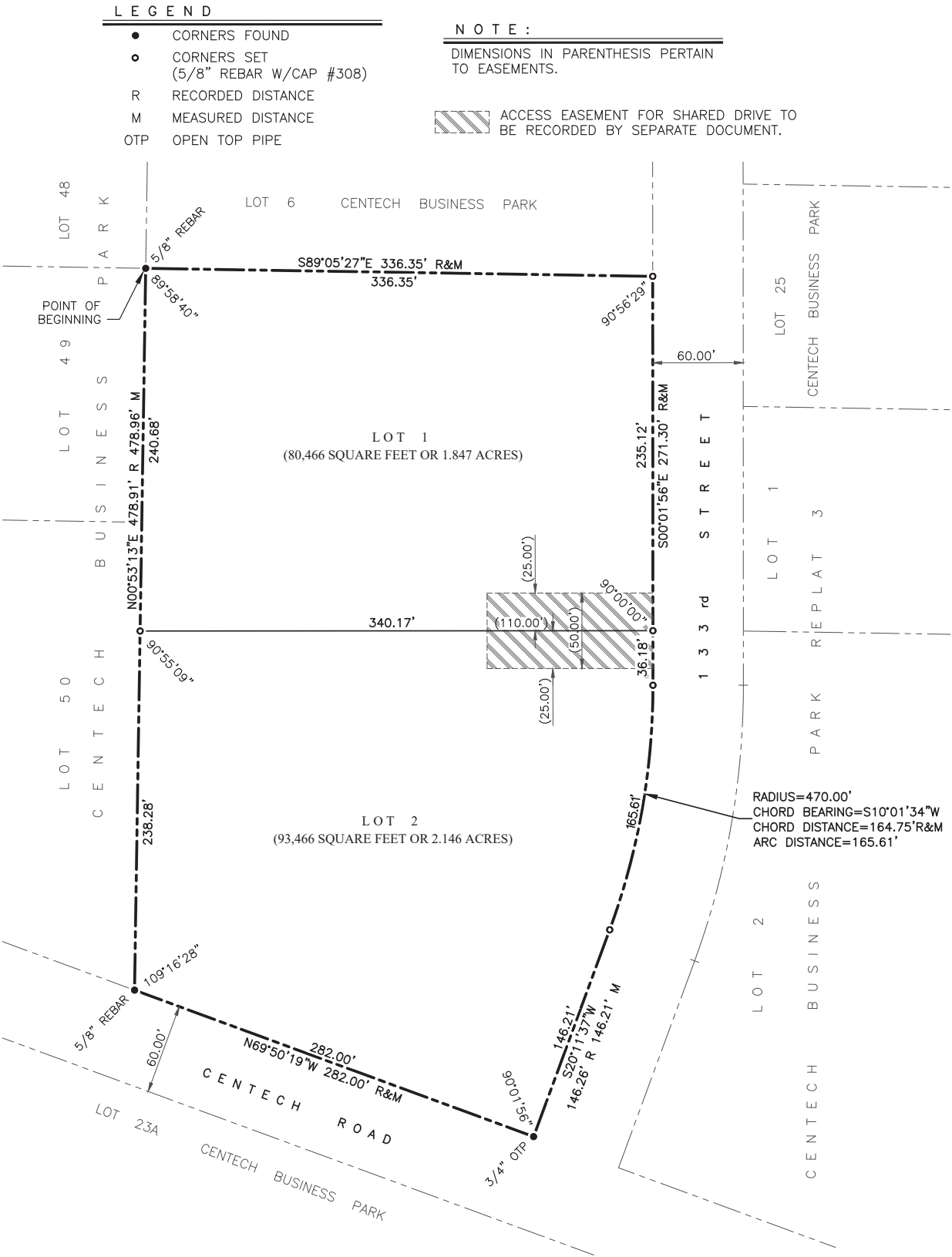
# CENTECH BUSINESS PARK REPLAT SIX

LOTS 1 AND 2

BEING A REPLATTING OF LOT 51A, CENTECH BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.



thompson, dreesen & dörner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THE PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS **CENTECH BUSINESS PARK REPLAT SIX**, BEING A REPLATTING OF LOT 51A, CENTECH BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 51A;

THENCE S89°05'27"E (ASSUMED BEARING) 336.35 FEET ON THE NORTH LINE OF SAID LOT 51A TO THE NE CORNER THEREOF;

THENCE S00°01'56"E 271.30 FEET ON THE EAST LINE OF SAID LOT 51A;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 51A ON A 470 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S10°01'34"W, CHORD DISTANCE 164.75 FEET, AN ARC DISTANCE OF 165.61 FEET;

THENCE S20°11'37"W 146.21 FEET ON THE EAST LINE OF SAID LOT 51A TO THE SE CORNER THEREOF;

THENCE N69°50'19"W 282.00 FEET ON THE SOUTH LINE OF SAID LOT 51A TO THE SW CORNER THEREOF;

THENCE N00°53'13"E 478.96 FEET ON THE WEST LINE OF SAID LOT 51A TO THE POINT OF BEGINNING.

CONTAINING 173,932 SQUARE FEET OR 3.993 ACRES MORE OR LESS



JAMES D WARNER  
NEBRASKA RLS #308

JULY 8, 2022

DATE:

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE SUSAN D. L'HEUREUX REVOCABLE TRUST, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS **CENTECH BUSINESS PARK REPLAT SIX**, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTAGES OF ALL LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

THE SUSAN D. L'HEUREUX REVOCABLE TRUST

BY: \_\_\_\_\_  
TRAVIS O'GORMAN, TRUSTEE

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 BY TRAVIS O'GORMAN, TRUSTEE OF THE SUSAN D. L'HEUREUX REVOCABLE TRUST ON BEHALF OF SAID TRUST.

NOTARY PUBLIC

## SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

SARPY COUNTY TREASURER

## APPROVAL OF THE CITY OF LA VISTA

THIS PLAT OF CENTECH BUSINESS PARK REPLAT SIX WAS APPROVED BY THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

PAM BURTHE, CITY CLERK

DOUGLAS KINDIG, MAYOR

CHRIS SOLBERG, CITY PLANNER

## APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF CENTECH BUSINESS PARK REPLAT SIX WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIRMAN

## REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF CENTECH BUSINESS PARK REPLAT SIX WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

COUNTY SURVEYOR/ENGINEER

CENTECH BUSINESS PARK REPLAT SIX  
LOTS 1 AND 2



Revision Dates

| No. | Description | MM-DD-YY |
|-----|-------------|----------|
| --  | --          | --       |
| --  | --          | --       |
| --  | --          | --       |

Job No.: A1436-22-20A

Drawn By: RJR

Reviewed By: JDW

Date: JULY 8, 2022

Book: 22/05

Pages: 50&51

Sheet Title

CITY OF LA VISTA  
FINAL PLAT

Sheet Number

SHEET 1 OF 1



**DRAFT**

**RECIPROCAL PERMANENT ACCESS EASEMENT**

I, Travis O’Gorman, Trustee of the Susan D. L’Heureux Trust, who is the owner of the real estate described as Lots 1 and 2, Centech Business Park Replat Six, a Subdivision in Sarpy County, Nebraska, (the property) hereby referred to as (GRANTOR) does hereby grant the Reciprocal Permanent Access Easement over that portion of the property as shown and described on the attached Exhibit “A”, and by this reference made a part hereof,

WHEREAS, grantor desires to grant for the benefit of all future owners, occupants and mortgagees of the Lots or any part thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, subtenants or concessionaires (Permittees), fire, rescue and other emergency vehicles, a right-of-way easement, over and upon that portion of each of the Lots, as shown on said Exhibit “A” for the purpose of providing pedestrian and vehicular ingress and egress to the Lots, and intends that the future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to and from the foregoing described Lots;

NOW, THEREOF, for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto themselves the future owners and mortgagees of the Lots and their respective exclusive Permittees, fire rescue and other emergency vehicles, an easement for the perpetual non-exclusive right for the purpose of providing vehicular and pedestrian ingress and egress (but not parking) over and upon the Private drive now or hereafter located upon the Lots provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the access easement area.

Maintenance, Repair and Reconstruction. The owner of each Lot shall maintain, repair, and if necessary, reconstruct the Private Drive on such owner's Lot so that the Private Drive is at all times maintained in good repair and condition at the expense of each Lot owner as to the maintenance, repair and/or reconstruction expense on such owner's Lot. The owner of each Lot shall also provide, at its expense, proper snow removal.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

The Susan D. L'Heureux Revocable Trust

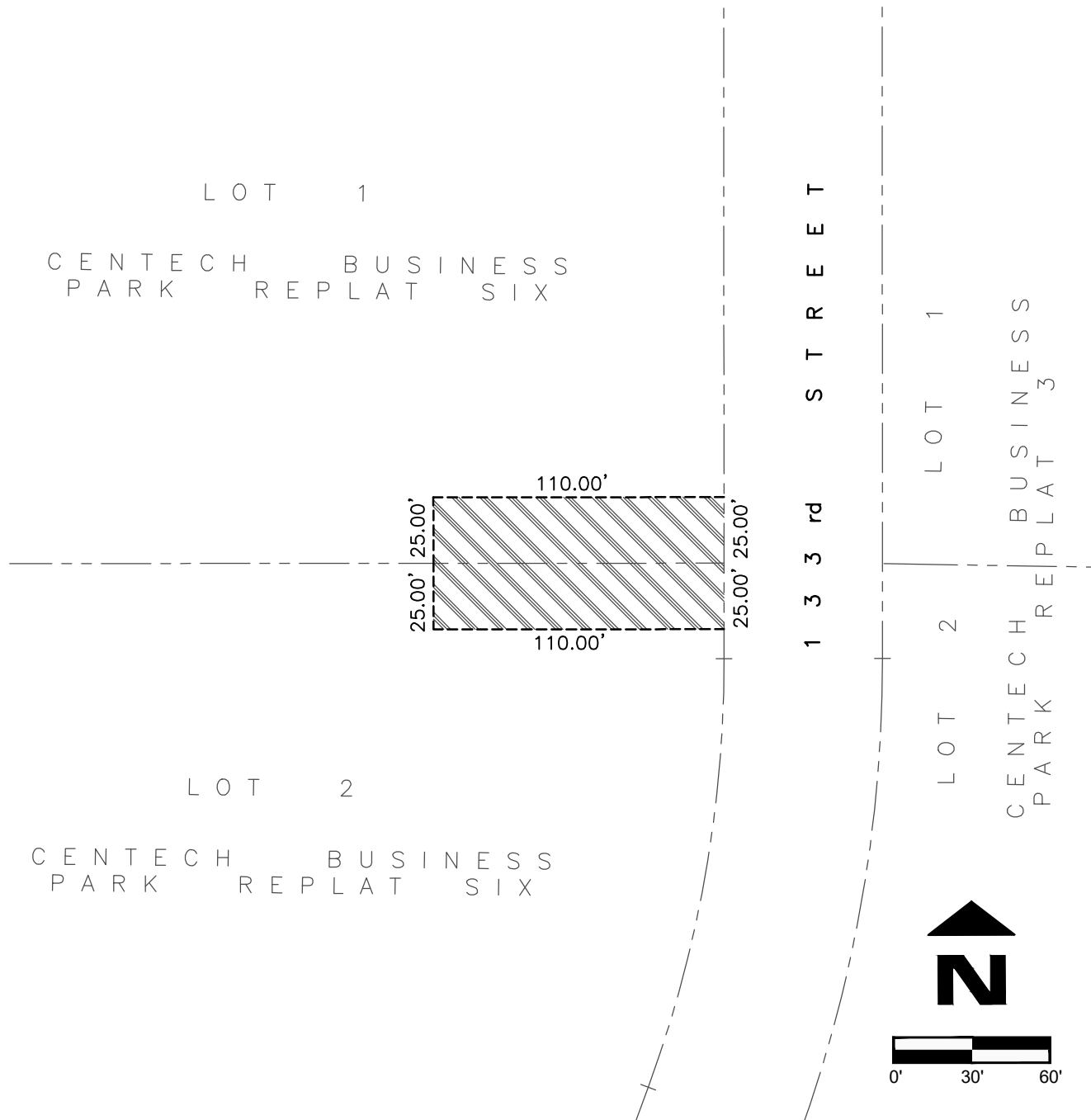
By: \_\_\_\_\_  
Travis O'Gorman, Trustee

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing Reciprocal Permanent Access Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Travis O'Gorman, Trustee of the Susan D. L'Heureux Revocable Trust on behalf of said trust.

\_\_\_\_\_  
Notary Public



## LEGAL DESCRIPTION

THE SOUTH 25.00 FEET OF THE EAST 110.00 FEET OF LOT 1 AND THE NORTH 25.00 FEET OF THE EAST 110.00 FEET OF LOT 2, CENTECH BUSINESS PARK REPLAT SIX, A SUBDIVISION IN SARPY COUNTY, NEBRASKA



Job Number: 1436-22-20(EXA)  
thompson, dreessen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: SEPT. 12, 2022  
Drawn By: RJR  
Reviewed By: JDW  
Revision Date:

# EXHIBIT "A"

TRAVIS O'GORMAN

Book  
Page